

SETTLEMENT AGREEMENT
AND
GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter "this Agreement") is entered into by and between Susan Holtz (hereinafter "plaintiff") and The Township of Pennsauken, its directors, employees, agents or servants and John Coffey, Michael Probasco and Marco Anthony (hereinafter "Defendant"); and

WHEREAS, Plaintiff filed a Complaint against Defendants in the Superior Court of New Jersey, Camden County entitled Susan Holtz v. John Coffey, Township of Pennsauken, Michael Probasco, Lieutenant Anthony and John Does 1-25, inclusive, fictitious named defendants, jointly, severally, and in the alternative, bearing Docket No. CAM-L-3284-03, and has asserted claims in connection with alleged events occurring during plaintiff's employment with the defendant; and

WHEREAS, the parties settled all controversies between them, including plaintiff's claims bearing Docket No. CAM-L-3284-03 and including any and all related claims which could have been asserted as of the effective date of the settlement as defined in paragraph 1(a) herein, whether such claims are presently known or unknown; and

WHEREAS, all parties acknowledge that the merits of the controversy are in dispute and have not been finally adjudicated, and that no party admits any liability to any other, but all have reasons to desire amicable resolution of the matter, including to avoid the costs of litigation; and

NOW, for and in consideration of the agreements, covenants and conditions herein contained, the adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties agree as follows:

1. The terms of settlement:

- (a) the defendant hereby agrees to pay plaintiff the settlement amount of Five Hundred and Twenty Thousand Dollars (\$520,000.00) for non-economic damages including pain, suffering, humiliation, embarrassment, loss of enjoyment of life, disability, and legal costs. No part of the payment represents, or is intended to represent, payment for lost income or for punitive damages, it being the intention of the parties that this payment is solely to compensate the plaintiff for losses in the nature of personal injury. The parties stipulate to this allocation to make it clear that the payment is not intended to represent economic gain to plaintiff. The settlement proceeds are to be paid within fourteen days of the date on which this matter settled, that being March 7, 2006. As a result, the settlement proceeds are due to be paid to and received by plaintiff no later than March 21, 2006.
- (b) Attorney's Fees and Costs: In addition to the amount set forth in 1(a) above, defendant will pay \$250,000.00 directly to plaintiff's counsel, Van Syoc Chartered, based on plaintiff's counsel's disputed claim of entitlement to a

potential fee award. Van Syoc Chartered's Tax ID No. is [REDACTED]. No other amount for counsel fees and costs is allegedly due. The payment of counsel fees and costs must be made within forty five (45) days of the date on which this matter settled, that being March 7, 2006. As a result, the payment of counsel fees and costs is due to be received no later than April 21, 2006.

- (c) Plaintiff represents that her allegations against the defendant arise out of the alleged conduct which plaintiff contends resulted in non-economic damages including loss of enjoyment of life, humiliation, and embarrassment, notwithstanding the fact that the defendant vigorously and wholly denies plaintiff's allegations and are settling this matter for reasons other than the merits of plaintiff's claims, including the avoidance of the cost of litigation. Settlement does not represent an admission of liability by any party.
- (d) Parties understand and agree that an IRS Form 1099 designating the settlement amount as "other income" may be issued. Plaintiff agrees to assume full liability for applicable state, federal and local taxes, if any, that may be required by law to be paid with respect to any settlement payment described herein. Plaintiff further agrees that in the event that the Internal Revenue Service or any other taxing authority deems any tax, interest, penalties or other amounts to be due from the defendant with respect to her settlement, she will indemnify the defendant for any sums defendant may be required to pay, exclusive of attorney's fees and costs. It is the intent of the parties that the payment in (a) and (b) above will be defendants' total payment to or for the benefit of the plaintiff.
- (e) Plaintiff agrees that, but for this settlement agreement and general release, she would not be entitled to the aforesaid payments and other terms of settlement described herein.
- (f) Plaintiff agrees not to seek reemployment with the Township of Pennsauken in the future.
- (g) The parties and their counsel agree not to disclose the facts, amounts, and terms of this Agreement, and will keep such information confidential and will not disclose it to anyone, except to immediate family or as may be required to consult with legal counsel or for tax or accounting consultation or advice or unless required to do so by court order or subpoena, or as otherwise required by law.
- (h) All parties agree not to disparage each other or their spouses in any manner whatsoever.

2. Dismissal of Action: Plaintiff understands and agrees that counsel for the defendant will file with the Superior Court of New Jersey the executed original of the Stipulation of Dismissal

With Prejudice with regard to Docket No. CAM-L-3284-03. The parties understand and agree that the terms of the aforesaid dismissals are expressly incorporated by reference within this Settlement Agreement and General Release as if fully set forth herein.

3. Release in Consideration for the Payment and Other Consideration Provided for in this Agreement: In consideration of the payment and other consideration provided for in this agreement, plaintiff, personally and for her estate and her heirs waives, release and gives up any and all claims, demands, obligations, damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that he may have against the defendant, its agents, representatives and employees (present and former), and its respective successors and assigns, heirs, executors and personal or legal representatives, based upon any act, event or omission occurring before the execution of this Agreement, including, but not limited to, any events related to, arising from, or in connection with plaintiff's employment and/or association with the defendant. Plaintiff specifically waives, releases and gives up any and all claims arising from or relating to plaintiff's employment and/or association with the defendant based upon any act, event or omission occurring before the date of execution of this settlement agreement, including but not limited to, any claim that was asserted or could have been asserted under any federal and/or state statutes, regulations and/or common law. Plaintiff specifically waives, releases and gives up any and all claims arising from or relating to his employment and/or relationship and/or association with defendant, based upon any act, event or omission occurring before the effective date of the settlement as defined in paragraph 10, including but not limited to, any claim that was asserted or could have been asserted under any Federal and/or State statutes, regulations and/or common law, expressly including, but not limited, to any potential claim relating to the following (along with any amendments thereto):

- (a) The National Labor Relations Act;
- (b) Title VII of the Civil Rights Act of 1964;
- (c) Sections 1981 through 1988 of Title 42 of the United States Code;
- (d) The Employment Retirement Income Security Act of 1974;
- (e) The Immigration Reform Control Act;
- (f) The Americans with Disabilities Act of 1990;
- (g) The Age Discrimination & Employment Act of 1967;
- (h) The Fair Labor Standards;
- (i) The Occupational Safety & Health Act;
- (j) The Family & Medical Leave Act of 1993;
- (k) The Equal Pay Act;

- (l) The New Jersey Law Against Discrimination;
- (m) The New Jersey Minimum Wage Law;
- (n) The Equal Pay Law for New Jersey;
- (o) The New Jersey Worker Health & Safety Act;
- (p) The New Jersey Family Leave Act;
- (q) The New Jersey Conscientious Employee Protection Act;
- (r) Any anti-retaliation provision of any statute or law;
- (s) Any other federal, state or local, civil or human rights law or any other local, state or federal law, regulation or ordinance, any provision of any federal state constitution, any public policy, contract, tort or common law, conversion, spoliation, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees and litigation costs).

4. No Claims Permitted/Covenant Not to Sue: Plaintiff waives her right to file any charge or complaint on her own behalf and/or participate as a complainant, a plaintiff, or charging party in any charge or complaint which may be made by any other person or organization on their behalf, with respect to anything which has happened up to the execution of this Agreement before any federal, state or local court or administrative agency including the EEOC and the DCR, against the defendant, except if such waiver is prohibited by law. Should any charge or complaint be filed, plaintiff agrees that she will not accept any relief or recovery therefrom. Plaintiff confirms that no such charge, complaint or action exists in any forum or form other than the Complaint bearing Docket No. L-3284-03, and hereby covenants not to file any charge, complaint or action in any forum or form against the defendant based upon anything which is encompassed by the terms of this Agreement. Except as prohibited by law, in the event that any such charge, complaint or action is filed by plaintiff, it shall be dismissed with prejudice upon presentation of this Agreement.

5. No Admission of Liability: It is expressly understood that neither the execution of this agreement nor any other action taken by the defendant in connection with plaintiff's alleged claims or this settlement constitutes an admission by any of the defendants of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with plaintiff's employment were unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful.

6. Entire Agreement: This Agreement contains the sole and entire agreement between the parties hereto and fully supersedes any and all prior agreements and understanding pertaining to the subject matter hereof, and is intended to memorialize the settlement of plaintiff's claims. Plaintiff represents and acknowledges that, prior to executing this Agreement, she consulted her attorney, that she had ample time to do so, that she obtained the advice of counsel prior to making the decision to execute the Agreement and that she had not relied upon any representation or

statement not set forth in this Agreement made by any defendant thereto, or defendant's counsel or representatives, with regard to the subject matter of this Agreement. No other promises or agreements shall be binding unless in writing, signed by the parties hereto, and expressly stated to represent an amendment to this Agreement.

7. Severability: The parties agree that if any court declares any portion of this agreement unenforceable, the remaining portion shall be fully enforceable.

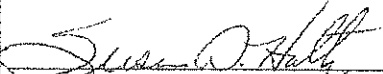
8. Applicable Law: This settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. The parties agree that any action to enforce or interpret this Agreement shall only be brought in a court of competent jurisdiction in the State of New Jersey, which the parties hereby acknowledge and agree to be the Superior Court of New Jersey, Law Division, Camden County.

9. This Settlement Agreement and General Release is not intended to be used and shall not be used as evidence or for any other purpose in any other action or proceeding, other than evidence of the parties' compromise as set forth herein or to enforce the terms of this Settlement Agreement and General Release.

10. BY SIGNING THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE, PLAINTIFF ACKNOWLEDGES:

- A. SHE HAS READ IT;
- B. SHE UNDERSTANDS IT AND KNOWS SHE IS GIVING UP IMPORTANT RIGHTS;
- C. SHE AGREES WITH EVERYTHING IN IT;
- D. HER ATTORNEY NEGOTIATED THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH HER KNOWLEDGE AND CONSENT;
- E. SHE HAS BEEN ADVISED TO CONSULT WITH HER ATTORNEY PRIOR TO EXECUTING THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE, AND HAS IN FACT DONE SO; AND
- F. SHE HAS SIGNED THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE KNOWINGLY AND VOLUNTARILY.

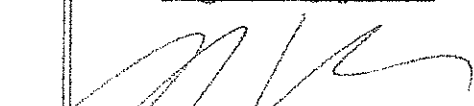
IN WITNESS WHEREOF, the parties have hereunto set their hands.


SUSAN HOLTZ

PLAINTIFF

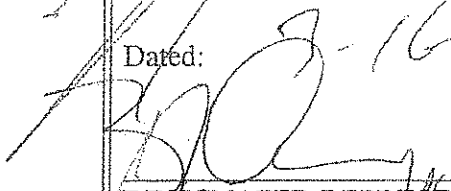
SSN: 

Dated: 3-16-06


CLIFFORD L. VAN SYOC, ESQUIRE

Dated: 3-16-06


Sign
Here


DESIGNATED REPRESENTATIVE,
TOWNSHIP OF PENNSAUKEN

Dated: 3/22/06

SUSAN M. LEMING, ESQUIRE

Dated: