

RELEASE

This Release, dated the 11th day of December, 2024, is given

BY THE RELEASOR(S): NATALIA QUINTERO, referred to as "I"

TO: THE TOWNSHIP OF NORTH BERGEN, and any past or present official, officer, employee or agent of the Township of North Bergen, whether in their official or individual capacities, referred to as "You" and jointly referred to at times as "the Parties."

If more than one person signs this Release, "I" shall mean each person who signs this Release,

1. RELEASE. I fully, unconditionally and without limitation waive, release and give up any and all known and unknown claims, whether in law or in equity, against you, which now exist or may hereafter arise, including, but not limited to, claims arising from my employment or as set forth in the Tort Claim Notice I filed on or about August 12, 2023, including claims for attorneys fees or lost compensation. This releases all claims and rights, including those of which I may not be aware and those not mentioned in this Release. This release applies to claims resulting or arising from, or based on, anything which has happened up to the date I sign this Release.

In addition to releasing any and all claims and rights as set forth above, I also specifically release the following claims:

Any and all claims which were brought or could have been brought or arising:

i) under the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq. ("LAD"), which, among other things, prohibits discrimination in employment on the basis of an individual's race, creed, color, religion, sex, national origin, ancestry, age, marital status, affectional or sexual orientation, gender identity or expression, familial status, handicap, atypical hereditary cellular or blood trait or liability for service in the Armed Forces of the United States;

ii) under the Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq., which, among other things, prohibits retaliatory action against an employee under certain specified conditions;

iii) under the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq.;

iv) under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq., or the Civil Rights Act of 1991, as amended, which, among other things, prohibit discrimination in employment on account of a person's race, color, religion, sex or national origin;

v) under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621, et seq., ("ADEA"), which, among other things, prohibits discrimination in employment on account of a person's age;

vi) under the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, et seq., ("ADA"), which, among other things, prohibits discrimination in employment on account of a person's disability or handicap;

vii) under the Family and Medical Leave Act of 1993, as amended, 29 U.S.C. § 2601, et seq., ("FMLA"), or the New Jersey Family Leave Act, which among other things, entitles certain employees to take reasonable leave for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or parent who has a serious health condition;

viii) under the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, et seq., ("ERISA"), which, among other things, regulates pension and welfare plans and prohibits interference with individual rights protected under that statute;

ix) under the Older Workers Benefit Protection Act, 29 U.S.C. § 621, et seq., ("OWBPA"), which, among other things, amends provisions of ADEA and prohibits discrimination in employment and employment benefits on account of a person's age; and

x) under the federal Civil Rights Act, 42 U.S.C. § 1983 and the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq., which provide causes of action for violations of federal and State law; and

xi) under any federal or state Constitution, statute, rule or regulation, or common law.

The release of claims herein under the ADEA and OWBPA is subject to the following conditions being satisfied, and I specifically acknowledge the following:

That I have been advised to consult with an attorney of my choosing concerning the legal significance of this Release;

That this Release is written in a manner that I understand;

That the consideration set forth below in this Release is adequate and sufficient for my agreeing to this Release and consists of benefits to which I am not otherwise entitled;

That I have been offered twenty-one days to consider this Release before executing same. After consulting with my attorney, I have unilaterally decided to shorten this time period and such decision is knowing and voluntary, was requested by me, and was not induced by you, or any agent of the Township through fraud, misrepresentation, a threat to withdraw or alter the offer prior to the expiration of the 21-day period, or by providing different terms to me if I signed the Release prior to the expiration of such time period. I agree that any changes to this Release subsequently agreed upon by the parties, whether material or immaterial, do not restart this period for consideration; and

I have been advised that during the seven-day period following my execution of this Release, I may revoke my acceptance of this Release as to the ADEA or OWBPA release by delivering written notice to the Township's Counsel, Thomas R. Kobin, Chasan, Lamparello, Mallon & Cappuzzo, PC, 300 Lighting Way, Secaucus, NJ 07094, and that this Release, shall not become effective or enforceable until after the revocation period has expired.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on part of the party or parties hereby released, and that said released parties deny liability therefor and intend merely to avoid litigation and its related costs and uncertainty.

2. **PAYMENT.** I have been paid a total of \$150,000.00 (one-hundred fifty thousand dollars), in full payment for making this Release. I agree that I will not seek anything further including

any other payment from you. I understand that this a one-time settlement payment for alleged tort damages attributable to purported physical illness and alleged emotional distress and attorney's fees and costs and will be reported on an IRS Form 1099, and any other appropriate federal, state, or local tax reporting forms, issued to me.

3. RESIGNATION. Upon my attorney's receipt of the funds set forth in Section 2, and the release of this Release from escrow, my signature hereby constitutes my separation from employment from the Township in good standing, and through no fault of my own. As such, the Township will not contest any application I may make for unemployment benefits.

4. WHO IS BOUND. I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs, administrator or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate.

5. NO REPRESENTATIONS AS TO TAX CONSEQUENCES; TAX IDENTIFICATION. The amount to be paid under this Release will be reflected on IRS Form 1099 Misc. to be issued to you, and such form shall be filed with the IRS, indicating that the sum indicated above has been paid under this Release as other income. The Township of North Bergen makes no representation as to the tax consequences of the payment hereunder. My legal counsel has also made no representations as to the tax consequences of the instant settlement payment and has advised me to seek guidance from an accountant. You agree that you will be responsible for the payment of all applicable state, federal and local taxes with respect to the payment described in Section 2 and will assume full liability with respect to same. You further agree that in the event the IRS or any other taxing authority deems any withholding tax, interest, penalties, or other amounts to be due from the Township of North Bergen with respect to this settlement payment, you will fully indemnify and hold harmless the Township of North Bergen for any sums that it may be required to pay.

6. New Jersey Child Support Judgment Search & Medical Liens. Pursuant to N.J.S.A. 2A:17-56.23(b), I understand and agree that the settlement sum will not be released until such time as I or my attorneys provide Counsel for Township with a certified copy of a child support judgment search, performed by a private judgment search company, reflecting that I am not a child support judgment

debtor. I further understand and agree that in the event it is revealed that I am a child support judgment debtor, I will not receive any of the proceeds of the settlement until all outstanding New Jersey child support judgments are satisfied. I also understand and agree that if any child support judgment exceeds the net proceeds of the settlement sum, the entire settlement proceeds will be utilized to satisfy any outstanding child support judgment.

I hereby discharge and agree to indemnify and hold harmless the Township from any liens asserted by any healthcare provider, hospital, insurer, attorney or Medicare for medical expenses, hospital expenses, lost earnings, payments, attorney liens, subrogation claims or liens and any workers' compensation liens as a result of the claims I have asserted.

7. NO DISPARAGING STATEMENTS/NEUTRAL JOB REFERENCE. I agree that I will not make any statement(s) that has, have, or can be expected to have the effect of disparaging the Township, and/or its current or former employees or agents. The Township and its upper level management employees will not make any statements that are professionally or personally disparaging, demeaning or defamatory about, or adverse to me including, but not limited to, any statements that disparage me, my personal or professional reputation, or any other aspect of any business in which I may be associated and will not disparage me including but not limited to on blogs, by text or email or other electronic means.

The Township has verified that its records will reflect that I separated from its employ in good standing. In the event the Township is contacted by any person or entity seeking a professional, personal or character reference related to my employment with it, the Township shall advise such person or entity that it is its policy solely to provide information required by OPRA, which is the following: my name, title, position, salary, payroll record, length of service, date of separation and the reason for such separation (which shall be designated as mutual separation of service), and the amount and type of any pension received.

8. FAIR REPRESENTATION. I represent and agree that I have been fully and adequately represented by my counsel in negotiating the terms of this settlement and have had full opportunity to discuss the meaning and effect of all the terms and provisions of this Release with my counsel or other attorneys of my choosing.

9. GOVERNING LAW AND INTERPRETATION. This Release shall be governed and conformed in accordance with the laws of New Jersey without regard to its conflict of laws provision. In the event of a breach of any provision of this Release, either Party may institute an action specifically to enforce any term or terms of this Release and/or to seek any damages for breach. The Parties agree that in the event of a breach of any provision of the Agreement, the prevailing party in any lawsuit resulting from any alleged breach shall be entitled to costs and attorneys' fees associated with the lawsuit. Should any provision of this Release be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Release in full force and effect.

10. Attestation of Employee. I represent and warrant that I have carefully read each and every provision of this Release, and that I fully understand all of the terms and conditions contained in each provision of this Release. I represent and warrant that I enter into this Release voluntarily, of my own free will, without any pressure or coercion from any person or entity whatsoever.

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10. SIGNATURES. The parties understand and agree to the terms of this Release. If this Release is made by a corporation its proper corporate officers sign and its corporate seal is affixed.

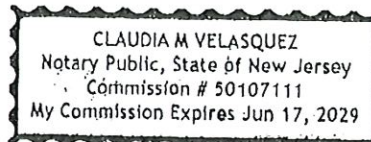
Natalia Quintero
Natalia Quintero

STATE OF NEW JERSEY, COUNTY OF ss:

I CERTIFY that on 12-11-2024, 2024
Natalia Quintero personally came before me
and acknowledged under oath, to my satisfaction, that this person
(or if more than one, each person):
(a) is named in and personally signed this document; and
(b) signed, sealed and delivered this document as his or her
act and deed.

Claudia Velasquez
Claudia Velasquez

(Print name and title below signature)



John Belluardo Jr

(Print name and title below signature)
John Belluardo, Deputy Director
Public Affairs

Thomas Kobin

(Print name and title below signature)
Thomas Kobin
North Bergen Law Department

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