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Gregg L. Zeff, Esquire
Eva C. Zelson, Esquire
*Member of PA and NJ Bars

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Mt. Laurel, NJ 08054
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September 20, 2019

VIA Certified Mail & Facsimile

The Vigilante Law Firm
Attn: Allen E. Richardson, Esq.
99 N. Main Street
Mullica Hill, NJ 08062

RE: Grady Butts v. Salem County

Dear Mr. Richardson:

Enclosed please find a signed Settlement Agreement and General Release.

Your cooperation is very much appreciated.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'LaTisha Douglas', written in black ink.

LaTisha Douglas

**SETTLEMENT AGREEMENT AND GENERAL RELEASE
GRADY BUTTS V SALEM COUNTY
DOCKET SLM-L-31-18**

This Settlement Agreement and General Release (hereinafter "this Agreement") entered into and by and among **Grady Butts**, known herein either as RELEASOR or PLAINTIFF, and **Salem County**, known herein either as RELEASEE or DEFENDANT, collectively known as "the PARTIES."

Whereas, RELEASOR has filed suit against RELEASEE captioned Grady Butts v. Salem County, Docket No. SLM-L-31-18; and,

Whereas, RELEASEE denies each and every allegation made by RELEASOR, and enters into this agreement for reasons other than the merits of PLAINTIFF's claims; and,

Whereas, RELEASOR agrees that the merits of his claims against RELEASEE are disputed and have not been adjudicated by any judicial or non-judicial body with appropriate jurisdiction; and

Whereas, the PARTIES wish to settle all controversies among them, including related claims which could have been asserted, whether they are presently known or unknown,

Now, and for the consideration of the agreements, covenants, and conditions herein contained, the adequacy and sufficiency of which is expressly acknowledged by the PARTIES hereto, the PARTIES agree as follows:

1. **CONSIDERATION.**

- a. RELEASOR shall sign this Settlement Agreement and General Release and be bound by its terms;
- b. RELEASOR shall cause her attorney to sign and provide to counsel for RELEASEE a Stipulation of Dismissal with prejudice as to SLM-L-31-18;
- c. RELEASOR shall provide to RELEASEE two form 1099s, one in the name of RELEASOR and the other in the name of his counsel;
- d. RELEASOR shall be responsible for the satisfaction of any liens or judgments, including but not limited to child-support judgments, and shall provide proof of a child-support judgment search to counsel for RELEASEE as a condition of payment;
- e. Upon receipt from RELEASOR of the signed Settlement Agreement and General Release, 1099s, proof of a child-support judgment search, and Stipulation of Dismissal, RELEASEE shall pay to the order of RELEASOR \$75,000.00 (seventy-five thousand dollars and no cents). Such payment shall consist of two checks: \$40,730.08 to the order of Grady Butts, and \$34,269.92 to the order of Zeff Law Firm, LLC;
- f. RELEASEE shall be responsible for payment of the mediator's fees;
- g. The PARTIES agree that the consideration is sufficient to bind both PARTIES;
- h. The PARTIES further agree that RELEASEE takes no position on the allocation of settlement funds received by RELEASOR and that RELEASOR shall defend, indemnify and hold harmless RELEASEE from any penalties that may result from RELEASOR'S allocation.

2. **RELEASE.**

RELEASOR personally and for his estate and/or his heirs, waives, releases, and gives up any and all claims, demands, obligations, damages, liabilities, causes of

against RELEASEE and any and all of their officers, officials, employees (present and former), and their respective successors and assigns, heirs, executors and legal or personal representatives, based upon any act, event, or omission of any kind occurring before the execution of this Agreement, including, but not limited to, any claim that was asserted or could have been asserted under any federal and/or state statute, regulation, constitutional provision and/or common law, expressly including but not limited to any potential claim relating to the following (including 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 United States Code;
- d. The Employment Retirement Income Security Act of 1974;
- e. The Immigration Reform Control Act;
- f. The Americans with Disabilities Act;
- g. The Age Discrimination in Employment Act of 1967;
- h. The Fair Labor Standards Act;
- i. The Occupational Safety and Health Act;
- j. The Family and Medical Leave Act of 1993;
- k. The Equal Pay Act;
- l. The New Jersey Law Against Discrimination;
- m. The New Jersey Civil Rights Act;
- n. The New Jersey Tort Claims Act;
- o. The Conscientious Employee Protection Act;
- p. Any anti-retaliation or anti-discrimination provision of any federal, state or local statute or law;
- q. Any other federal, state or local, civil, employment or human rights law or any other local, state or federal law, regulation or ordinance, any provision of any federal or state constitution, any public policy, contract, tort or common law, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees and litigation costs).
- r. It is expressly understood by and among the PARTIES that this Agreement shall not serve to bar plaintiff from pursuing relief under the Worker's Compensation Act for claims known and unknown as of the date of this Agreement and which are separate from claims encompassed in the civil action filed under Docket SLM-L-31-18.

3. **NO CLAIMS PERMITTED/COVENANT NOT TO SUE.**

Plaintiff waives his right to file any charge or complaint on her own behalf, to participate as a complainant, a plaintiff or a charging party in any charge or complaint, or to collect damages as a result of any charge or complaint which may be made by any other person or organization on her 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 against RELEASEE except as such waiver is prohibited by law.

4. **CONFIDENTIALITY.**

The PARTIES agree there is no confidentiality provision in this Settlement Agreement and General Release.

5. **NON-DISPARAGEMENT.**

The PARTIES agree not to make any disparaging statements concerning one another, or to defame one another in any manner to any person or entity. The PARTIES agree not to authorize any person or entity to make any disparaging

6. **NO ADMISSION OF LIABILITY.**

It is expressly understood by the PARTIES that neither the execution of this agreement, nor any other action taken by RELEASEE, constitute admission by RELEASEE of any violation of any law, duty or obligation and that RELEASEE specifically denies any liability to RELEASOR or to any other person.

7. **ENTIRE AGREEMENT.**

This Agreement contains the sole and entire Agreement between the PARTIES. RELEASOR represents and acknowledges that, prior to executing this Agreement, he consulted with his attorney and that he has had ample time to do so, and that he obtained the advice of her counsel prior to making the decision to execute this Agreement, and that he has not relied upon any representation or statement not set forth in this Agreement made by any other party hereto, or their 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.

8. **SEVERABILITY.**

The PARTIES agree that if any Court declares any portion of this Agreement unenforceable, the remaining portion or portions shall be fully enforceable.

9. **GOVERNING LAW, JURISDICTION.**

This agreement shall be construed and interpreted according to the laws of the State of New Jersey, without reference to its choice of law provision. The PARTIES confer jurisdiction to interpret and enforce this Agreement upon the Superior Court of New Jersey, Salem County.

10. **FEES/EXPENSES.**

The non-prevailing party shall pay the prevailing party's fees and expenses in any action relating to this Agreement, including reasonable attorney's fees incurred because of any legal action arising in relation to this Agreement.

11. **HEADINGS.**

Paragraph headings are for reference purposes only and are not to be used for interpretation purposes.

12. **COUNTERPARTS.**

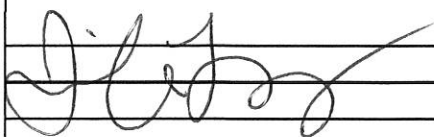
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This letter may be executed by facsimile or other electronic signature.

Grady Butts, Releasor

STATE OF NEW JERSEY :

COUNTY OF Salem : ss

Sworn to and subscribed before me this
17 day of Sept., 2019



JENNIFER L. LONG
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 17, 2021

STATE OF NEW JERSEY :

: ss

COUNTY OF _____:

Sworn to and subscribed before me this _____ day of _____, 2019	