



THE PARKING AUTHORITY OF THE CITY OF CAMDEN
10 DELAWARE AVENUE, CAMDEN, NEW JERSEY 08102
856-757-9300 TEL. • 856-964-9317 FAX

JOSE MARTINEZ, JR.
Chairman

March 18, 2026

JASPER MUHAMMAD
Vice-Chairman

MARY ESPINAL
Commissioner

TROY STILL
Commissioner

TASHA GAINES
Commissioner

WILLIE E. HUNTER, SR.
Executive Director

BRETT WILTSEY
General Counsel

Charlie Kratovil

I am in receipt of your request for public records dated February 2, 2026, seeking the following information:

Copies of the agreements to settle Khalea Tryman v. The Parking Authority of the City of Camden, et al (Docket No. Cam-L-2509-20 and Nicole Rojo v. City of Camden, et al (Docket No. CAM-L-001667-19.

Please find attached the settlement agreements.

Sincerely,

Dionne Banks

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is being entered into by and between Defendants **THE PARKING AUTHORITY FOR THE CITY OF CAMDEN** ("THE PACC") and **WILLIE E. HUNTER, SR.** ("MR. HUNTER") for the benefit of themselves, all related governmental agencies and/or entities, their present and former commissioners, officers, directors, present and former employees, agents, officials, representatives, board members, elected and/or appointed officials, insurers, underwriters, third-party administrators, attorneys, successors and assigns, and any other persons or entities whether or not they are specifically named or unnamed in this Agreement (collectively, "DEFENDANTS"), and Plaintiff **NICOLE ROJO**, for the benefit of herself, her heirs and/or anyone entitled to assume her rights hereunder ("MS. ROJO"). Together, DEFENDANTS and MS. ROJO are referred to as the "Parties."

WHEREAS, MS. ROJO filed a lawsuit containing claims against DEFENDANTS in the Superior Court of New Jersey, Camden County – Law Division, captioned as Nicole Rojo v. City of Camden; The Parking Authority for the City of Camden; Willie E. Hunter, Sr.; Michael J. Ash, Esquire; Michael Alejandro; and/or John Does (1-10), individually, jointly and severally, and assigned the docket number CAM-L-1667-19 ("Lawsuit"); and

WHEREAS, with the consent of MS. ROJO, MS. ROJO's claims against Michael J. Ash, Esquire, were dismissed by the Court, with prejudice; and

WHEREAS, MS. ROJO's claims against the City of Camden and Michael Alejandro were also previously dismissed by the Court, with prejudice; and

WHEREAS, DEFENDANTS have denied and continue to deny all claims and allegations made in the Lawsuit; and

WHEREAS, the Parties now wish to resolve the Lawsuit amicably without further litigation;

In exchange for the mutual promises set forth below, and intending to be legally bound, the Parties hereby acknowledge and agree to the following terms and conditions:

1. **SETTLEMENT PAYMENT AND CONSIDERATION.** In full consideration of MS. ROJO entering into this Agreement, DEFENDANTS and/or their insurer shall pay MS. ROJO the total sum of five hundred thousand dollars (\$500,000.00). This payment shall be broken down as follows:

- (a) A check will be made payable to "Nicole Rojo" for the amount of two hundred seventy-eight thousand seven hundred three dollars and eighteen cents (\$278,703.18). This check will represent compensation for MS. ROJO's alleged emotional damages and will be paid on a 1099 basis, with the full amount in Box 3 for "other income."

- (b) A check will be made payable to "Derek Smith Law Group, PLLC" (Tax

Identification Number 45-4550937) in the amount of two hundred twenty-one thousand two hundred ninety-six dollars and eighty-two cents (\$221,296.82). This check will represent payment for attorneys' fees and costs, which will be paid on a 1099 basis, with the full amount included in Box 14 for "attorney fees."

- (c) These amounts were determined by **MS. ROJO** and her counsel and not by **DEFENDANTS**. **DEFENDANTS** make no warranties and/or representations as to the division of such monies among **MS. ROJO** and/or her counsel. **MS. ROJO** and her counsel hereby agree and warrant that **DEFENDANTS** have no liability to **MS. ROJO** and/or her counsel as to the division of such monies. **MS. ROJO** agrees that she is solely responsible for any and all state and/or federal taxes which arise as a result of any payment by **DEFENDANTS** by way of a 1099 and that **DEFENDANTS** shall have no responsibility for such tax liability. **MS. ROJO** further agrees that in the event that any action is brought against **DEFENDANTS** related to its failure to pay or withhold appropriate taxes on such monies that **MS. ROJO** shall indemnify and hold **DEFENDANTS** harmless for any such claims or damages incurred by **DEFENDANTS** related to such action.
- (d) These payments constitute valuable consideration to which **MS. ROJO** would not otherwise be entitled.
- (e) These checks will be delivered to Ian M. Bryson, Esquire within thirty (30) days of **THE PACC**'s counsel's receipt of a copy of this Agreement executed by **MS. ROJO**. Payment is contingent upon **THE PACC**'s counsel's receipt of the following: complete copies of IRS Form W-9 completed by **MS. ROJO** and Derek Smith Law Group, PLLC, a clear child support judgment certification for **MS. ROJO**, and all approvals required by the **DEFENDANTS** in order to make such payments as set forth in paragraph (g) below.
- (f) **MS. ROJO** agrees to voluntarily dismiss all claims and counts against **DEFENDANTS** and to cause her counsel to execute a Stipulation of Dismissal with Prejudice, and return same to **DEFENDANTS**' counsel within seven (7) days of receipt of the settlement payments by **MS. ROJO**'s counsel.
- (g) The terms of the settlement are subject to formal approval by **THE PACC**'s Board of Commissioners. All parties shall use good faith efforts to obtain such authority.
- (h) **MS. ROJO** and her counsel agree not to contact any media outlet to report or otherwise disclose the resolution of this Lawsuit.

2. **GENERAL RELEASE**. In exchange for the valuable consideration provided in this Agreement:

- (a) **MS. ROJO** shall hereby withdraw and/or dismiss with prejudice all litigation presently pending between the Parties, and **MS. ROJO**'s attorney shall execute a Stipulation of Dismissal with Prejudice as set forth in Paragraph 1(f) herein.
- (b) **MS. ROJO** hereby waives, relinquishes, and forever releases **DEFENDANTS** (as defined above), (hereinafter, "Releasees"), from any and all rights or claims whatsoever that **MS. ROJO** may have against **DEFENDANTS**, known or unknown, asserted or unasserted, from the beginning of time up to and including the date of full execution of this Agreement, including, but not limited to, those claims asserted by **MS. ROJO** in the Lawsuit as defined above and/or arising out of her employment with **THE PACC**, including, but not limited to any grievances, arbitrations, or claims for harassment, retaliation, hostile work environment, discrimination, and/or wrongful termination/dismissal with regard to any alleged protected activity, category, status or class, including, but not limited to, age, sex, religion, race, disability, or national origin, failure to accommodate, breach of contract, wrongful termination, hostile work environment, wrongful discharge, retaliation, constructive discharge, defamation, slander, intentional and/or negligent infliction of emotional distress, personal injury, lost wages, overtime compensation, for any due process violations, and any other economic and/or non-economic damages whatsoever. **MS. ROJO** specifically waives any rights that she may have under the New Jersey Law Against Discrimination, Conscientious Employee Protection Act, New Jersey Civil Rights Act, Title VII of the Civil Rights Act of 1964, Section 1981 and 1983, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Americans With Disabilities Act, the Family and Medical Leave Act, the Equal Pay Act, the New Jersey Wage and Hour Law, the Fair Labor Standards Act, the New Jersey and/or United States Constitutions, or any other federal, state or local law or ordinances and any common law claims under tort, contract or any other theories now or hereafter recognized or any claim related to any policies, procedures or plans maintained by **DEFENDANTS**. This Agreement releases all claims, including those of which **MS. ROJO** is not aware and those not mentioned in this General Release. This releases all claims, including those for counsel fees and/or costs related to the Lawsuit and all other matters, and each party shall bear their own attorneys' fees and costs. This General Release applies to claims resulting from anything which has happened up to the effective date of this Agreement. **MS. ROJO** hereby acknowledges she has been paid all wages, compensation, and benefits due to her as of this date. **MS. ROJO** further warrants and represents that there is no workers' compensation claim or work-related injury which she allegedly suffered related to the claims underlying the Lawsuit.
- (c) On March 1, 2019, **MS. ROJO** filed a workers' compensation action against **THE PACC** in the Workers' Compensation Court of the State of New Jersey Division of Workers' Compensation, Camden Vicinage, captioned as Nicole Rojo v. Parking Authority-City of Camden, under Case No. 2019-9146

("Workers' Compensation Action"). **MS. ROJO's** Workers' Compensation Action is exempted from the terms of this General Release.

3. **COVENANT NOT TO SUE.** **MS. ROJO** hereby warrants that as of the date she executes this Agreement, with the exception of her Workers' Compensation Action, she has not filed any other litigation against Releasees. **MS. ROJO** also agrees that she will not file, charge, claim, sue, or cause or permit to be filed any civil action, suit, grievance, arbitration or legal proceeding seeking personal, equitable, or monetary relief on her behalf against Releasees and/or their insurers in connection with any and all claims, known or unknown, asserted or unasserted, including any claims concerning her employment with **THE PACC**, from the beginning of time up to and including the date of full execution of this Agreement. **MS. ROJO** further agrees that should any person, organization, or other entity file, charge, claim, sue, or cause or permit to be filed any such civil action, suit, grievance, arbitration or legal proceeding, except for an action to enforce the terms of this Agreement, she will not seek or accept any personal relief in such civil action, suit, grievance, arbitration or legal proceeding. In the event of a violation of this paragraph by **MS. ROJO**, **MS. ROJO** agrees that Releasees and/or their insurers shall be entitled to immediate dismissal of such civil action, suit, grievance, arbitration or legal proceeding and shall be entitled to seek reasonable attorneys' fees and costs incurred by their defense. **MS. ROJO** further agrees that she will not file charges with any governmental agency relating to any matter alleged in the Lawsuit. Nothing herein shall be construed to prohibit **MS. ROJO** from cooperating and/or testifying in any administrative matter.
4. **HOLD HARMLESS.** **MS. ROJO** will indemnify, defend and hold **DEFENDANTS** and their insurers harmless from any and all claims, liens, Medicare and/or Medicaid conditional payments and rights to payment that may exist because of this Lawsuit, known or unknown. If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages including multiple damages from **DEFENDANTS** and/or their insurers relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to **MS. ROJO's** alleged injuries, claims or lawsuit, **MS. ROJO** will defend and indemnify **DEFENDANTS** and their insurers, and hold **DEFENDANTS** and their insurers harmless from any and all such damages, claims, liens, Medicare and/or Medicaid conditional payments and rights to payment, including any attorneys' fees and costs sought by such entities.
5. **LIENS.** **MS. ROJO** represents and warrants that all bills, costs or liens resulting from or arising out of **MS. ROJO's** alleged injuries, claims and Lawsuit are **MS. ROJO's** responsibility to pay. **MS. ROJO** agrees to assume responsibility for satisfaction of any and all rights to payment, claims or liens of any kind, that arise from or are related to payments made or services provided to **MS. ROJO** or on **MS. ROJO's** behalf. **MS. ROJO** agrees to assume responsibility for all expenses, costs or fees incurred by **MS. ROJO** related to **MS. ROJO's** alleged injuries, claims or lawsuit including without limitation, all Medicare and/or Medicaid conditional payments, subrogation claims, liens, or other rights to payment, relating to medical treatment or lost wages that have

been or may be asserted by any health care provider, insurer, governmental entity, employer or other person or entity. Further, **MS. ROJO** will indemnify, defend and hold **DEFENDANTS** and its insurers harmless from any and all damages, claims and rights to payment, including any attorneys' fees, brought by any person, entity or governmental agency to recover any of these amounts.

6. **CHILD SUPPORT CERTIFICATION.** **MS. ROJO** hereby acknowledges and understands her obligation to comply with the legal requirements of N.J.S.A. § 2A:17-56.23b, including, but not limited to, the requirement to perform a certified child support judgment lien search and to provide **DEFENDANTS** with said documentation prior to disbursement of the settlement amounts set forth in Paragraph 1 above. **MS. ROJO** agrees that she shall direct her attorney to perform the judgment search required by N.J.S.A. § 2A:17-56.23b, and deliver a copy of the certification to counsel for **THE PACC**. **MS. ROJO** further understands and acknowledges that no settlement funds due to **MS. ROJO** under this Agreement shall be released prior to the receipt of the judgment search certification.
7. **NO ADMISSION OF LIABILITY.** **MS. ROJO** understands that by entering into this Agreement, **DEFENDANTS** do not admit and expressly deny that they have committed any wrongdoing whatsoever. In addition, the settlement of this matter shall not be deemed precedential in any future disputes and shall not be evidential or admissible for any purpose against or in favor of any party unless for the sole purpose of enforcing this Agreement. No party is to be deemed a prevailing party as a result of this Agreement for any purpose.
8. **CONFIDENTIALITY.** **MS. ROJO** agrees that the terms and conditions of this Agreement, as well as any negotiations and/or discussions leading up to this Agreement are confidential. **MS. ROJO** agrees that she has not communicated or disclosed, and will not communicate or disclose, the terms and conditions of this Agreement to any person, except as follows: (a) if she is required to reveal such information pursuant to legal process or by a regulatory body or agency, subject to **DEFENDANTS'** rights detailed below; (b) **MS. ROJO** may disclose the financial terms of the Agreement to her attorney, spouse, immediate family, financial advisor/auditor/accountant, and tax authorities after first obtaining that individual's agreement to keep the information confidential and not disclose it to others; or (c) if **MS. ROJO** elects to publicly disclose the details of any allegations of discrimination, retaliation, hostile work environment, or harassment. In the event that **MS. ROJO** is asked about this Litigation, she agrees that she will state only that the matter has been settled and/or resolved amicably and to the Parties' satisfaction. **MS. ROJO** recognizes and agrees that the representations, promises, and covenants set forth in this paragraph constitute a material and significant part of this Agreement and that **DEFENDANTS** would not have entered into this Agreement absent such a provision and, therefore, any violation of this paragraph by **MS. ROJO** will constitute a material violation and breach of this Agreement. In the event of a judicial finding of a breach of this provision of the Agreement, **DEFENDANTS** shall have the right to seek all available relief.

Should **MS. ROJO** and/or her attorneys be requested to provide a copy of this

Agreement to any person or entity by subpoena or court order, they shall notify **THE PACC's** Solicitor, along with counsel for **DEFENDANTS**, in writing via email and hard copy mail at least fourteen (14) days prior to any return date of any subpoena or upon receipt of any court order. If served with any notice or court order within the fourteen (14) day period prior to the return date, she shall immediately make such notification as soon as reasonably practicable. **MS. ROJO** further agrees that **DEFENDANTS** have standing to object to the disclosure on **MS. ROJO's** behalf, as well as on their own behalf. Assuming that **DEFENDANTS** object to the request, **MS. ROJO** agrees to await the final outcome of the objection before making any disclosures about this Agreement or its terms. Any notification required to be provided pursuant to this paragraph shall be made as follows:

If to THE PACC's Solicitor (as of the date of this Agreement):

Michael J. Ash, Esquire
25B Vreeland Road, Ste. 102
Florham Park, New Jersey 07932
Email: michael.ash@carlinward.com

If to counsel for THE PACC:

Gina M. Roswell, Esquire
Brown & Connery, LLP
360 Haddon Avenue
Westmont, New Jersey 08108
Email: groswell@brownconnery.com

If to counsel for MR. HUNTER:

Timothy R. Bieg, Esquire
Madden & Madden
108 Kings Highway East, Ste. 200
Haddonfield, New Jersey 08033
Email: trb@maddenmadden.com

It is expressly recognized and agreed that **DEFENDANTS** have an obligation to comply with various state and federal statutes regarding the disclosure of records and information, including, but not limited to, the Open Public Records Act. In addition, this provision shall not be interpreted to prevent **DEFENDANTS** from responding to any requests for information and/or documents by a State and/or Federal agency and/or otherwise responding to a duly issued subpoena duces tecum and/or ad testificandum.

Although the Parties may have agreed to keep the settlement and underlying facts confidential, such a provision in this Agreement is unenforceable against DEFENDANTS if MS. ROJO publicly reveals sufficient details of the claim so that

DEFENDANTS are reasonably identifiable. In such an event, DEFENDANTS are permitted to publicly respond.

9. **NON-ASSIGNMENT.** None of the benefits being given herein have been assigned or are subject to alienation (i.e., personal bankruptcy).

10. **SEVERABILITY.** If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

11. **MUTUAL AGREEMENT NOT TO DISPARAGE.** In further consideration for the above, and except as otherwise permitted in Paragraph 8 above and subject to **DEFENDANTS'** right to respond as set forth in Paragraph 8 above, **MS. ROJO** agrees not to disparage **DEFENDANTS**, or any of their officials, officers, employees, or former employees related to any matters that were the subject of this Lawsuit. This Agreement includes, but is not limited to, any statements or postings made online or on the internet, including, but not limited to, Twitter, Facebook, Instagram, any website, blog, etc. or other social media platform. To the extent such postings exist as of the date of this Agreement, **MS. ROJO** hereby agrees to delete or remove such postings at the time of her execution of this Agreement.

In further consideration for the above, **DEFENDANTS** agree to refrain from making any disparaging remarks or comments whatsoever about **MS. ROJO**. This provision shall not be construed so as to prohibit **DEFENDANTS** from truthfully responding to any inquiry by any third-party to whom it has a legal obligation and/or duty to provide a complete and truthful response.

In the event that a third party prospective employer seeks a reference from **DEFENDANTS**, the only reference letter to be provided by **DEFENDANTS** shall indicate **MS. ROJO's** position and dates of employment.

12. **NO REHIRE OR REINSTATEMENT.** **MS. ROJO** hereby acknowledges and agrees that her employment with **THE PACC** is irrevocably severed and that she shall not be eligible for re-hire or reinstatement with **THE PACC** or any agency or entity affiliated with or related to **THE PACC**. In the event that **MS. ROJO** applies for employment and/or accepts employment in violation of this paragraph, **THE PACC** shall have the right to reject such application and/or revoke any offer of employment and its actions in doing so shall not create a claim of retaliation or discrimination.

13. **ACKNOWLEDGMENT.** **MS. ROJO** acknowledges that she has read all of the terms of this Agreement and she has had an opportunity to discuss it with individuals of her own choice who are not associated with **DEFENDANTS**. She has been advised by **DEFENDANTS** to consult with an attorney of her own choosing and she is, in fact, represented by Ian M. Bryson, Esquire at the time of execution of this Agreement. **MS. ROJO** understands that by signing this

Agreement and accepting the terms set forth above, she is receiving benefits to which she would not otherwise be entitled. MS. ROJO understands that she is receiving such benefits as a result of entering into and complying with the terms and provisions of this Agreement. MS. ROJO hereby acknowledges that she signs this Agreement voluntarily and knowingly in exchange for the consideration described herein, which she acknowledges is adequate and satisfactory and that she has been provided an opportunity to review and consider this agreement prior to signing it. MS. ROJO also agrees and acknowledges that she has had an opportunity to discuss this Agreement with her attorney prior to signing it.

14. OWBPA. The General Release in Paragraph 2 of this Agreement includes a waiver of all claims against the Releasees under the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act ("OWBPA"). Therefore, pursuant to the requirements of the ADEA and OWBPA, MS. ROJO specifically acknowledges the following:

- (a) that she has been advised to consult with an attorney of her choosing concerning the legal *significance* of this Agreement;
- (b) that this Agreement is written in a manner that she understands;
- (c) that the consideration set forth below in Paragraph 1 of this Agreement is adequate and sufficient for her entering into this Agreement and consists of benefits to which she is not otherwise entitled;
- (d) that she has been offered twenty-one (21) days to consider this Agreement before executing this Agreement and that any changes to this Agreement subsequently agreed upon by the Parties, whether material or immaterial, do not restart this period for consideration; and
- (e) that she has been advised that during the seven (7) day period following her execution of this Agreement, she may revoke her acceptance of this Agreement by delivering written notice to Gina M. Roswell, Esquire at Brown & Connery, LLP, 360 Haddon Avenue, Westmont, New Jersey 08108 and Timothy R. Bieg, Esquire, Madden & Madden, 108 Kings Highway East – Suite 200, Haddonfield, New Jersey 08033 and that this Agreement shall not become effective or enforceable until after the revocation period has expired.

15. GOVERNING LAW AND CONSTRUCTION. This Agreement shall be interpreted using the laws of the State of New Jersey. Any disputes arising out of and/or relating to this Agreement shall be venued in the state or federal courts located in Camden County, New Jersey. All parties consent to personal jurisdiction in such courts for any such actions.

16. ENTIRE AGREEMENT AND HEADINGS. This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings related to the subject matters hereof. The headings in this

Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of this Agreement or its provisions.

17. **NOT ADMISSIBLE.** This Agreement 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 Agreement.
18. **MODIFICATIONS AND AMENDMENTS.** This Agreement shall not be modified or amended except by writing duly executed and signed by the Parties to this Agreement.
19. **PROVISIONS.** In the event that any provision of this Agreement, other than sections 1 and 2, is deemed invalid, illegal, void or unenforceable, such provision shall be regarded as stricken from this Agreement and will not affect the validity or enforceability of the remainder of this Agreement.
20. **COUNTERPARTS.** This Agreement, any amendments or modifications thereto, and any other documents required or contemplated to be executed in order to consummate this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Execution of a facsimile or electronically-mailed copy shall have the same force and effect as execution of an original, and a signature transmitted through facsimile or electronic mail shall be deemed an original and valid signature.
21. **EFFECTIVE DATE.** This Agreement shall become effective the date it is fully executed by the Parties, as reflected by the last date affixed to the signatures below.

[SPACE INTENTIONALLY LEFT BLANK]

[Signatures on following page.]

IN WITNESS THEREOF, the Parties have executed this Agreement.

SIGNATURE: _____ DATE: _____
Nicole Rojo, Plaintiff

SIGNATURE: Jose Martinez Jr DATE: 11.03.22
The Parking Authority for the City of Camden
By: Jose Martinez
Chairman, Board of Commissioners

SIGNATURE: Willie E. Hunter, Sr. DATE: 10/02/22
Willie E. Hunter, Sr.

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is being entered into by and between Defendants **THE PARKING AUTHORITY FOR THE CITY OF CAMDEN** (hereinafter referred to as "**THE PACC**") and **WILLIE E. HUNTER, SR.** (hereinafter referred to as "**MR. HUNTER**") for the benefit of themselves, all related governmental agencies and/or entities, their present and former commissioners, officers, directors, present and former employees, agents, officials, representatives, board members, elected and/or appointed officials, insurers, underwriters, third-party administrators, attorneys, successors and assigns, and any other person or entities whether or not they are specifically named or unnamed in this Agreement (hereinafter collectively referred to as "**DEFENDANTS**"), and Plaintiff **KHALEA TRYMAN**, for the benefit of herself, her heirs and/or any one entitled to assume her rights hereunder (hereinafter, "**MS. TRYMAN**"). Together, **DEFENDANTS** and **MS. TRYMAN** are referred to as the "Parties."

WHEREAS, MS. TRYMAN filed a lawsuit containing claims against **DEFENDANTS** in the Superior Court of New Jersey, Camden County – Law Division, captioned as **Khalea Tryman v. The Parking Authority for the City of Camden and Willie E. Hunter, Sr.,** and assigned the docket number CAM-L-2509-20 ("Lawsuit"); and

WHEREAS, DEFENDANTS have denied and continue to deny all claims and allegations made in the Lawsuit; and

WHEREAS, the Parties now wish to resolve the Lawsuit amicably without further litigation;

In exchange for the mutual promises set forth below, and intending to be legally bound, the Parties hereby acknowledge and agree to the following terms and conditions:

1. **SETTLEMENT PAYMENT AND CONSIDERATION.** In full consideration of **MS. TRYMAN** entering into this Agreement, **DEFENDANTS** and/or their insurer shall pay **MS. TRYMAN** the total sum of two hundred twenty-five thousand dollars (\$225,000.00). This payment shall be broken down as follows:
 - (a) A check will be made payable to "Khalea Tryman" for the gross amount of twenty-five thousand, three hundred twenty dollars and nineteen cents (\$25,320.19), less all applicable payroll deductions. This check will represent compensation for **MS. TRYMAN**'s alleged wage loss damages and will be paid on a W2 basis.
 - (b) A check will be made payable to "Khalea Tryman" for the amount of one hundred one thousand, two hundred sixty-seven dollars and eighty cents (\$101,267.80). This check will represent compensation for **MS. TRYMAN**'s alleged emotional damages and will be paid on a 1099 basis, with the full amount in Box 3 for "other income."
 - (c) A check will be made payable to "Derek Smith Law Group, PLLC" (Tax Identification Number 45-4550937) in the amount of ninety-eight thousand,

four hundred twelve dollars and one cents (\$98,412.01). This check will represent payment for attorneys' fees and costs, which will be paid on a 1099 basis, with the full amount included in Box 14 for "attorney fees."

- (d) These amounts were determined by **MS. TRYMAN** and her counsel and not by **DEFENDANTS**. **DEFENDANTS** make no warranties and/or representations as to the division of such monies among **MS. TRYMAN** and/or her counsel. **MS. TRYMAN** and her counsel hereby agree and warrant that **DEFENDANTS** have no liability to **MS. TRYMAN** and/or her counsel as to the division of such monies. **MS. TRYMAN** agrees that she is solely responsible for any and all state and/or federal taxes which arise as a result of any payment by **DEFENDANTS** by way of a 1099 and that **DEFENDANTS** shall have no responsibility for such tax liability. **MS. TRYMAN** further agrees that in the event that any action is brought against **DEFENDANTS** related to its failure to pay or withhold appropriate taxes on such monies that **MS. TRYMAN** shall indemnify and hold **DEFENDANTS** harmless for any such claims or damages incurred by **DEFENDANTS** related to such action.
 - (e) These payments constitute valuable consideration to which **MS. TRYMAN** would not otherwise be entitled.
 - (f) These checks will be delivered to Ian M. Bryson, Esquire within thirty (30) days of **THE PACC**'s counsel's receipt of a copy of this Agreement executed by **MS. TRYMAN**. Payment is contingent upon **THE PACC**'s counsel's receipt of the following: complete copies of IRS Form W-9 completed by **MS. TRYMAN** and Derek Smith Law Group, PLLC, a clear child support judgment certification for **MS. TRYMAN**, and all approvals required by the **DEFENDANTS** in order to make such payments as set forth in paragraph (h) below.
 - (g) **MS. TRYMAN** agrees to voluntarily dismiss all claims and counts against **DEFENDANTS** and to cause her counsel to execute a Stipulation of Dismissal with Prejudice, and return same to **DEFENDANTS**' counsel within seven (7) days of receipt of the settlement payments by **MS. TRYMAN**'s counsel.
 - (h) The terms of the settlement are subject to formal approval by **THE PACC**'s Board of Commissioners. All parties shall use good faith efforts to obtain such authority.
 - (i) **MS. TRYMAN** and her counsel agree not to contact any media outlet to report or otherwise disclose the resolution of this Lawsuit.
2. **GENERAL RELEASE**. In exchange for the valuable consideration provided in this Agreement:
- (a) **MS. TRYMAN** shall hereby withdraw and/or dismiss with prejudice all

litigation presently pending between the Parties, and **MS. TRYMAN**'s attorney shall execute a Stipulation of Dismissal with Prejudice as set forth in Paragraph 1(g) herein.

- (b) **MS. TRYMAN** hereby waives, relinquishes, and forever releases **DEFENDANTS** (as defined above), (hereinafter, "Releasees"), from any and all rights or claims whatsoever that **MS. TRYMAN** may have against **DEFENDANTS**, known or unknown, asserted or unasserted, from the beginning of time up to and including the date of full execution of this Agreement, including, but not limited to, those claims asserted by **MS. TRYMAN** in the Lawsuit as defined above and/or arising out of her employment with **THE PACC**, including, but not limited to any grievances, arbitrations, or claims for harassment, retaliation, hostile work environment, discrimination, and/or wrongful termination/dismissal with regard to any alleged protected activity, category, status or class, including, but not limited to, age, sex, religion, race, disability, or national origin, failure to accommodate, breach of contract, wrongful termination, hostile work environment, wrongful discharge, retaliation, constructive discharge, defamation, slander, intentional and/or negligent infliction of emotional distress, personal injury, lost wages, overtime compensation, for any due process violations, and any other economic and/or non-economic damages whatsoever. **MS. TRYMAN** specifically waives any rights that she may have under the New Jersey Law Against Discrimination, Conscientious Employee Protection Act, New Jersey Civil Rights Act, Title VII of the Civil Rights Act of 1964, Section 1981 and 1983, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Americans With Disabilities Act, the Family and Medical Leave Act, the Equal Pay Act, the New Jersey Wage and Hour Law, the Fair Labor Standards Act, the New Jersey and/or United States Constitutions, or any other federal, state or local law or ordinances and any common law claims under tort, contract or any other theories now or hereafter recognized or any claim related to any policies, procedures or plans maintained by **DEFENDANTS**. This Agreement releases all claims, including those of which **MS. TRYMAN** is not aware and those not mentioned in this General Release. This releases all claims, including those for counsel fees and/or costs related to the Lawsuit and all other matters, and each party shall bear their own attorneys' fees and costs. This General Release applies to claims resulting from anything which has happened up to the effective date of this Agreement. **MS. TRYMAN** hereby acknowledges she has been paid all wages, compensation, and benefits due to her as of this date. **MS. TRYMAN** further warrants and represents that there is no worker's compensation claim or work-related injury which she allegedly suffered.

3. **COVENANT NOT TO SUE.** **MS. TRYMAN** hereby warrants that as of the date she executes this Agreement she has not filed any other litigation against Releasees. **MS. TRYMAN** also agrees that she will not file, charge, claim, sue, or cause or permit to be filed any civil action, suit, grievance, arbitration or legal proceeding seeking

personal, equitable, or monetary relief on her behalf against Releasees and/or their insurers in connection with any and all claims, known or unknown, asserted or unasserted, including any claims concerning her employment with **THE PACC**, from the beginning of time up to and including the date of full execution of this Agreement. **MS. TRYMAN** further agrees that should any person, organization, or other entity file, charge, claim, sue, or cause or permit to be filed any such civil action, suit, grievance, arbitration or legal proceeding, except for an action to enforce the terms of this Agreement, she will not seek or accept any personal relief in such civil action, suit, grievance, arbitration or legal proceeding. In the event of a violation of this paragraph by **MS. TRYMAN**, **MS. TRYMAN** agrees that Releasees and/or their insurers shall be entitled to immediate dismissal of such civil action, suit, grievance, arbitration or legal proceeding and shall be entitled to seek reasonable attorneys' fees and costs incurred by their defense. **MS. TRYMAN** further agrees that she will not file charges with any governmental agency relating to any matter alleged in the Lawsuit. Nothing herein shall be construed to prohibit **MS. TRYMAN** from cooperating and/or testifying in any administrative matter.

4. **HOLD HARMLESS.** **MS. TRYMAN** will indemnify, defend and hold **DEFENDANTS** and their insurers harmless from any and all claims, liens, Medicare and/or Medicaid conditional payments and rights to payment that may exist because of this Lawsuit, known or unknown. If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages including multiple damages from **DEFENDANTS** and/or their insurers relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to **MS. TRYMAN's** alleged injuries, claims or lawsuit, **MS. TRYMAN** will defend and indemnify **DEFENDANTS** and their insurers, and hold **DEFENDANTS** and their insurers harmless from any and all such damages, claims, liens, Medicare and/or Medicaid conditional payments and rights to payment, including any attorneys' fees and costs sought by such entities.
5. **LIENS.** **MS. TRYMAN** represents and warrants that all bills, costs or liens resulting from or arising out of **MS. TRYMAN's** alleged injuries, claims and Lawsuit are **MS. TRYMAN's** responsibility to pay. **MS. TRYMAN** agrees to assume responsibility for satisfaction of any and all rights to payment, claims or liens of any kind, that arise from or are related to payments made or services provided to **MS. TRYMAN** or on **MS. TRYMAN's** behalf. **MS. TRYMAN** agrees to assume responsibility for all expenses, costs or fees incurred by **MS. TRYMAN** related to **MS. TRYMAN's** alleged injuries, claims or lawsuit including without limitation, all Medicare and/or Medicaid conditional payments, subrogation claims, liens, or other rights to payment, relating to medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer or other person or entity. Further, **MS. TRYMAN** will indemnify, defend and hold **DEFENDANTS** and its insurers harmless from any and all damages, claims and rights to payment, including any attorneys' fees, brought by any person, entity or governmental agency to recover any of these amounts.

6. **CHILD SUPPORT CERTIFICATION.** MS. TRYMAN hereby acknowledges and understands her obligation to comply with the legal requirements of N.J.S.A. § 2A:17-56.23b, including, but not limited to, the requirement to perform a certified child support judgment lien search and to provide **DEFENDANTS** with said documentation prior to disbursement of the settlement amounts set forth in Paragraph 1 above. MS. TRYMAN agrees that she shall direct her attorney to perform the judgment search required by N.J.S.A. § 2A:17-56.23b, and deliver a copy of the certification to counsel for **THE PACC**. MS. TRYMAN further understands and acknowledges that no settlement funds due to MS. TRYMAN under this Agreement shall be released prior to the receipt of the judgment search certification.
7. **NO ADMISSION OF LIABILITY.** MS. TRYMAN understands that by entering into this Agreement, **DEFENDANTS** do not admit and expressly deny that they have committed any wrongdoing whatsoever. In addition, the settlement of this matter shall not be deemed precedential in any future disputes and shall not be evidential or admissible for any purpose against or in favor of any party unless for the sole purpose of enforcing this Agreement. No party is to be deemed a prevailing party as a result of this Agreement for any purpose.
8. **CONFIDENTIALITY.** MS. TRYMAN agrees that the terms and conditions of this Agreement, as well as any negotiations and/or discussions leading up to this Agreement are confidential. MS. TRYMAN agrees that she has not communicated or disclosed, and will not communicate or disclose, the terms and conditions of this Agreement to any person, except as follows: (a) if she is required to reveal such information pursuant to legal process or by a regulatory body or agency, subject to **DEFENDANTS'** rights detailed below; (b) MS. TRYMAN may disclose the financial terms of the Agreement to her attorney, spouse, immediate family, financial advisor/auditor/accountant, and tax authorities after first obtaining that individual's agreement to keep the information confidential and not disclose it to others; or (c) if MS. TRYMAN elects to publicly disclose the details of any allegations of discrimination, retaliation, hostile work environment, or harassment. In the event that MS. TRYMAN is asked about this Litigation, she agrees that she will state only that the matter has been settled and/or resolved amicably and to the Parties' satisfaction. MS. TRYMAN recognizes and agrees that the representations, promises, and covenants set forth in this paragraph constitute a material and significant part of this Agreement and that **DEFENDANTS** would not have entered into this Agreement absent such a provision and, therefore, any violation of this paragraph by MS. TRYMAN will constitute a material violation and breach of this Agreement. In the event of a judicial finding of a breach of this provision of the Agreement, **DEFENDANTS** shall have the right to seek all available relief.

Should MS. TRYMAN and/or her attorneys be requested to provide a copy of this Agreement to any person or entity by subpoena or court order, they shall notify **THE PACC's** Solicitor, along with counsel for **DEFENDANTS**, in writing via email and hard copy mail at least fourteen (14) days prior to any return date of any subpoena or upon receipt of any court order. If served with any notice or court order within the fourteen (14) day period prior to the return date, she shall immediately make such notification as soon as reasonably practicable. MS. TRYMAN further agrees that

DEFENDANTS have standing to object to the disclosure on **MS. TRYMAN's** behalf, as well as on their own behalf. Assuming that **DEFENDANTS** object to the request, **MS. TRYMAN** agrees to await the final outcome of the objection before making any disclosures about this Agreement or its terms. Any notification required to be provided pursuant to this paragraph shall be made as follows:

If to THE PACC's Solicitor (as of the date of this Agreement):

Michael J. Ash, Esquire
25B Vreeland Road, Ste. 102
Florham Park, New Jersey 07932
Email: michael.ash@carlinward.com

If to counsel for THE PACC:

Gina M. Roswell, Esquire
Brown & Connery, LLP
360 Haddon Avenue
Westmont, New Jersey 08108
Email: groswell@brownconnery.com

If to counsel for MR. HUNTER:

Timothy R. Bieg, Esquire
Madden & Madden
108 Kings Highway East, Ste. 200
Haddonfield, New Jersey 08033
Email: trb@maddenmadden.com

It is expressly recognized and agreed that **DEFENDANTS** have an obligation to comply with various state and federal statutes regarding the disclosure of records and information, including, but not limited to, the Open Public Records Act. In addition, this provision shall not be interpreted to prevent **DEFENDANTS** from responding to any requests for information and/or documents by a State and/or Federal agency and/or otherwise responding to a duly issued subpoena duces tecum and/or ad testificandum.

Although the Parties may have agreed to keep the settlement and underlying facts confidential, such a provision in this Agreement is unenforceable against DEFENDANTS if MS. TRYMAN publicly reveals sufficient details of the claim so that DEFENDANTS are reasonably identifiable. In such an event, DEFENDANTS are permitted to publicly respond.

9. **NON-ASSIGNMENT.** None of the benefits being given herein have been assigned or are subject to alienation (i.e., personal bankruptcy).
10. **SEVERABILITY.** If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and

provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

- 11. MUTUAL AGREEMENT NOT TO DISPARAGE.** In further consideration for the above, and except as otherwise permitted in Paragraph 8 above and subject to **DEFENDANTS'** right to respond as set forth in Paragraph 8 above, **MS. TRYMAN** agrees not to disparage **DEFENDANTS**, or any of their officials, officers, employees, or former employees related to any matters that were the subject of this Lawsuit. This Agreement includes, but is not limited to, any statements or postings made online or on the internet, including, but not limited to, Twitter, Facebook, Instagram, any website, blog, etc. or other social media platform. To the extent such postings exist as of the date of this Agreement, **MS. TRYMAN** hereby agrees to delete or remove such postings at the time of her execution of this Agreement.

In further consideration for the above, **DEFENDANTS** agree to refrain from making any disparaging remarks or comments whatsoever about **MS. TRYMAN**. This provision shall not be construed so as to prohibit **DEFENDANTS** from truthfully responding to any inquiry by any third-party to whom it has a legal obligation and/or duty to provide a complete and truthful response.

In the event that a third party prospective employer seeks a reference from **DEFENDANTS**, the only reference letter to be provided by **DEFENDANTS** shall indicate **MS. TRYMAN's** position and dates of employment.

- 12. NO REHIRE OR REINSTATEMENT.** **MS. TRYMAN** hereby acknowledges and agrees that her employment with **THE PACC** is irrevocably severed and that she shall not be eligible for re-hire or reinstatement with **THE PACC** or any agency or entity affiliated with or related to **THE PACC**. In the event that **MS. TRYMAN** applies for employment and/or accepts employment in violation of this paragraph, **THE PACC** shall have the right to reject such application and/or revoke any offer of employment and its actions in doing so shall not create a claim of retaliation or discrimination.

- 13. ACKNOWLEDGMENT.** **MS. TRYMAN** acknowledges that she has read all of the terms of this Agreement and she has had an opportunity to discuss it with individuals of her own choice who are not associated with **DEFENDANTS**. She has been advised by **DEFENDANTS** to consult with an attorney of her own choosing and she is, in fact, represented by Ian M. Bryson, Esquire at the time of execution of this Agreement. **MS. TRYMAN** understands that by signing this Agreement and accepting the terms set forth above, she is receiving benefits to which she would not otherwise be entitled. **MS. TRYMAN** understands that she is receiving such benefits as a result of entering into and complying with the terms and provisions of this Agreement. **MS. TRYMAN** hereby acknowledges that she signs this Agreement voluntarily and knowingly in exchange for the consideration described herein, which she acknowledges is adequate and satisfactory and that she has been provided an opportunity to review and consider this agreement prior

to signing it. MS. TRYMAN also agrees and acknowledges that she has had an opportunity to discuss this Agreement with her attorney prior to signing it.

14. **OWBPA.** The General Release in Paragraph 2 of this Agreement includes a waiver of all claims against the Releasees under the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act ("OWBPA"). Therefore, pursuant to the requirements of the ADEA and OWBPA, MS. TRYMAN specifically acknowledges the following:

- (a) that she has been advised to consult with an attorney of her choosing concerning the legal *significance* of this Agreement;
- (b) that this Agreement is written in a manner that she understands;
- (c) that the consideration set forth below in Paragraph 1 of this Agreement is adequate and sufficient for her entering into this Agreement and consists of benefits to which she is not otherwise entitled;
- (d) that she has been offered twenty-one (21) days to consider this Agreement before executing this Agreement and that any changes to this Agreement subsequently agreed upon by the Parties, whether material or immaterial, do not restart this period for consideration; and
- (e) that she has been advised that during the seven (7) day period following her execution of this Agreement, she may revoke her acceptance of this Agreement by delivering written notice to Gina M. Roswell, Esquire at Brown & Connery, LLP, 360 Haddon Avenue, Westmont, New Jersey 08108 and Timothy R. Bieg, Esquire, Madden & Madden, 108 Kings Highway East – Suite 200, Haddonfield, New Jersey 08033 and that this Agreement shall not become effective or enforceable until after the revocation period has expired.

15. **GOVERNING LAW AND CONSTRUCTION.** This Agreement shall be interpreted using the laws of the State of New Jersey. Any disputes arising out of and/or relating to this Agreement shall be venued in the state or federal courts located in Camden County, New Jersey. All parties consent to personal jurisdiction in such courts for any such actions.

16. **ENTIRE AGREEMENT AND HEADINGS.** This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings related to the subject matters hereof. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of this Agreement or its provisions.

17. **NOT ADMISSIBLE.** This Agreement 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 Agreement .

18. **MODIFICATIONS AND AMENDMENTS.** This Agreement shall not be modified or amended except by writing duly executed and signed by the Parties to this Agreement.
19. **PROVISIONS.** In the event that any provision of this Agreement, other than sections 1 and 2, is deemed invalid, illegal, void or unenforceable, such provision shall be regarded as stricken from this Agreement and will not affect the validity or enforceability of the remainder of this Agreement.
20. **COUNTERPARTS.** This Agreement, any amendments or modifications thereto, and any other documents required or contemplated to be executed in order to consummate this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Execution of a facsimile or electronically-mailed copy shall have the same force and effect as execution of an original, and a signature transmitted through facsimile or electronic mail shall be deemed an original and valid signature.
21. **EFFECTIVE DATE.** This Agreement shall become effective the date it is fully executed by the Parties, as reflected by the last date affixed to the signatures below.

[SPACE INTENTIONALLY LEFT BLANK]

[Signatures on following page.]

IN WITNESS THEREOF, the Parties have executed this Agreement.

SIGNATURE: _____ DATE: _____
Khalea Tryman, Plaintiff

SIGNATURE:  _____ DATE: 10-6-22
The Parking Authority for the City of Camden
By: [Name]
[Title]

SIGNATURE:  _____ DATE: 10/3/22
Willie E. Hunter, Sr.