

## CONFIDENTIAL GENERAL RELEASE

THIS CONFIDENTIAL GENERAL RELEASE (hereinafter "this Release") is entered into by and between NEKEISHA WILLIAMS (hereinafter "Plaintiff") and TOWNSHIP OF WEST DEPTFORD (hereinafter "Defendant").

WHEREAS, Plaintiff, NEKEISHA WILLIAMS filed a Complaint against Defendant and others in the United States District Court for the District of New Jersey, Camden Vicinage, entitled Nekeisha Williams vs. Township of West Deptford bearing Civil Action No. 05-1805, and has asserted claims against the Defendant in connection with alleged events arising out of Plaintiff's interactions with the Defendant and others on or about August 6, 2003 at the Red Bank Run Apartments, 701 W. Red Bank Avenue, Woodbury, New Jersey; and

WHEREAS, the parties settled all controversies between them, including Plaintiff's claims bearing Civil Action No. 05-1805 and any and all related claims which could have been asserted, whether they are presently known or unknown; and

WHEREAS, Defendant vigorously and wholly denies each and every allegation made by Plaintiff, and enters into this settlement for reasons other than the merits of Plaintiff's claims, including to avoid the cost of litigation; and

WHEREAS, Plaintiff agrees that the merits of the claims against the Defendant are disputed and have not been adjudicated by any Court;

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

1. Terms of Settlement:

- (a) The Defendant hereby agrees to pay Plaintiff the total settlement amount of Six Hundred Thousand Dollars (\$600,000.00), said settlement amount being fully and completely inclusive of all attorney's fees and costs incurred by counsel for Plaintiff and interest;
- (b) Plaintiff agrees that, but for this Confidential General Release, she would not be entitled to the aforesaid payment and other terms of settlement described in subsection (a) above;
- (c) The settlement amount shall be paid by Defendant in the form of one or more checks. Check(s) totaling Six Hundred Thousand Dollars (\$600,000.00) shall be furnished within (30) days upon receipt by Richard L. Goldstein, Esquire of Marshall, Dennehey, Warner, Coleman & Goggin of an original of this Release, executed by the Plaintiff, along with a signed original of a Stipulation of Dismissal with Prejudice ("Stipulation") in the matter bearing Civil Action No. 05-1805, a W-9 executed by Plaintiff's

counsel, and a child support judgment search for the Plaintiff as required by the applicable statute.

- (d) Tax Consequences. The parties understand and agree that an IRS Form 1099 designated in a settlement amount as "other income" may be issued. Plaintiff agrees to assume full liability for applicable state, federal and local taxes that may be required by law to be paid with respect to any settlement of 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 his settlement, Plaintiff will fully and completely indemnify the Defendant for any sums the Defendant may be required to pay, including reasonable attorney's fees and costs. It is the intent of the parties that the payments in paragraph 1 (a) above will be the Defendant's total payments to or for the benefit of Plaintiff. Plaintiff acknowledges and agrees that she is solely and completely responsible for any tax obligations, liabilities, or consequences arising out of the execution of this General Release and the payment under paragraph 1. The Parties intend this payment to compensate Plaintiff for emotional distress and related injuries. Should it be determined that any portion of the payment described in paragraph 1 is taxable, Plaintiff shall be solely responsible for same. Plaintiff further agrees that she shall indemnify and hold harmless Defendant for any and all claims, liabilities or consequences arising out of any unsatisfied tax obligations or liabilities. Plaintiff acknowledges that neither Defendant, nor any of her representatives or attorneys, nor Plaintiff's attorney has made any promise, representation, or warranty, express or implied, regarding the tax consequences of the payment under paragraph 1. Plaintiff agrees and understands that her attorney has instructed her to consult with an accountant or other tax professional regarding the tax treatment of the sums paid pursuant to this General Release; and
- (e) Plaintiff certifies and warrants to the Defendant that she has no outstanding judgments for child support and that an appropriate judgment search has been conducted. Plaintiff agrees to provide a copy of said judgment search to the Defendant in accordance with the applicable statute as part of the settlement. In the event Plaintiff has outstanding child support judgments, Plaintiff hereby agrees that she will satisfy all such outstanding judgments out of the proceeds of this settlement and that they will fully and completely indemnify the Defendant for any sums the Defendant may be required to pay, including reasonable attorneys' fees and costs, with respect to any such outstanding judgments.

2. Dismissal of Action: Plaintiff understands and agrees that Richard L. Goldstein, Esquire of Marshall, Dennehey, Warner, Coleman & Goggin, counsel for the Defendant will file the executed original of the Stipulation of Dismissal with Prejudice with the United States District Court for the District of New Jersey, Camden Vicinage. The Plaintiff understands and

agrees that the terms of the aforesaid dismissal are expressly incorporated by reference within this Confidential General Release as if fully set forth herein.

3. Release in Consideration for the Payment and the Consideration Provided for in This Agreement: Plaintiff personally and for her estate and/or heirs waives, releases and gives up any and all claims, demands, obligations, damages, including punitive damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that she may have against the Defendant, their officers, agents, representatives and employees (present and former), and their respective successors and assigns, heirs, executors and personal or legal representatives, based upon any act, event or omission occurring before the execution of this Release including, but not limited to, any events related to, arising from, or in connection with Plaintiff's interactions with the Defendant. Plaintiff specifically waives, releases and gives up any and all claims arising from or relating to or association with the Defendant based upon any act, event or omission occurring before the execution of this Settlement, 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 regarding:

- (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, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees and litigation costs);
- (t) Any common law claims for negligence, assault, battery, infliction of emotional distress and any and all other common law claims arising out of this litigation; and
- (u) 42 U.S.C. § 1983, 1988.

4. Attorney's Fees and Costs: Plaintiff agrees that Plaintiff will bear her own costs and attorney's fees which have been incurred in connection with the within matter and in connection with the negotiation and preparation of this Release and that no amounts other than the payment to be made pursuant to paragraph 1 of this Release shall be sought by or owed to Plaintiff or his attorney in connection with this matter.

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 the Defendant of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with Plaintiff was unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful. The parties agree that the Defendant has entered into this agreement for reasons other than the merits of Plaintiff's claims including to avoid the cost of litigation and that the Defendant specifically denies any liability to Plaintiff or to any other person.

6. Confidentiality: Plaintiff agrees and promises that unless directed to do so by Court Order, she will not disclose, either directly or indirectly, in any manner whatsoever, any information regarding the existence or terms of this Agreement or the facts giving rise to her claims in the Action, to any person, or organization including, but not limited to, any governmental body, entity or official, members of the press or other media, present and former directors, officers, employees and agents of Defendants and other members of the public. For purposes of this Paragraph, the term "Court Order" shall not mean deposition notice or subpoena.

This Paragraph shall not preclude Plaintiff from disclosing the existence or terms of this Agreement: to her spouse should she have one, or to her accountants, attorneys, or the appropriate taxing authorities.

Under circumstances expressly permitted above, Plaintiff shall advise all persons to whom she discloses the existence or terms of this Agreement pursuant to this Paragraph of the Confidentiality restrictions before making such disclosure and obtain from each such person, other than their attorneys and immediate family members, an agreement to honor the Confidentiality provisions of this Agreement before making any disclosure. If asked by anyone

about the status of their litigation against Defendants, Plaintiffs may respond that "the matter has been resolved". Plaintiffs represent and confirm that prior to execution of this Agreement, they have not revealed the terms of settlement to anyone other than their counsel, their wives, and/or tax professionals they have engaged for representation. Plaintiffs understands that this is a material inducement to Defendant's entry into this Agreement.

7. Entire Agreement: This Release contains the sole and entire agreement between the parties hereto and fully supersedes any and all prior agreements and understandings pertaining to the subject matter hereof. Plaintiff represents and acknowledges that, prior to executing this Release, she consulted her attorney (Stanley O. King, Esquire and/or Sharon King, Esquire), had ample time to do so, obtained the advice of counsel prior to making the decision to execute the Release and that plaintiff has not relied upon any representation or statement not set forth in this Release made by any other party thereto, or their counsel or representatives, with regard to the subject matter of this Release. 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 Release.

8. Severability: Plaintiff agrees that if any court declares any portion of this agreement unenforceable, the remaining portion shall be fully enforceable.

9. Applicable Law: This General Release shall be construed and interpreted in accordance with the laws of the State of New Jersey. Plaintiff agrees that any action to enforce or interpret this Release shall only be brought in a court of competent jurisdiction of the State of New Jersey or the Federal Courts of New Jersey.

10. Liens. In accordance with Perreira v. Rediger, 330 N.J. Super. 445 (App. Div. 2000) and all applicable law, Plaintiff personally guarantees and warrants that all liens and/or monetary obligations owed, whether public, private or otherwise, for any medical, wage or other benefits received by Plaintiff or paid by any third party on Plaintiff's behalf has been satisfied and paid off in its entirety by Plaintiff and/or an authorized agent out of the funds received pursuant to this Release. Plaintiff further agrees and warrants that in the event any third party seeks to recover outstanding liens or judgments from the Defendant with regard to the settlement, Plaintiff will fully and completely indemnify the Defendant for any sums the Defendant may be required to pay, including reasonable attorneys' fees and costs.

11. Effective Date: This Release will become effective on the date on which it has been executed.

IN WITNESS WHEREOF, Plaintiff has hereunto signed this Release the day and year below written.

DATED: 6/12/08

Nekeisha Williams  
NEKEISHA WILLIAMS, Plaintiff

WITNESSED BY:  
Sharon A. King

SSN: \_\_\_\_\_

STATE OF NEW JERSEY, COUNTY OF Gloucester; ss.

I CERTIFY that on June 12<sup>th</sup>, 2008,  
Nekiesha Williams, 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.

Monica W. Lamboy  
Notary Public

My Commission Expires:

MONICA W. LAMBOY
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 8, 2009

DATED: 6/12/08

Prepared by:

Richard L. Goldstein, Esquire  
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