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Attorneys for Defendants Fairfield Township, Mayor Viola Thomas-Hughes and Deputy Mayor Joanne Servias

<p>B&M AUTO SALVAGE AND TOWING, LLC, AND ROBERT AND MICHELE HOFFMAN, h/w,</p> <p>Plaintiffs,</p> <p>v.</p> <p>TOWNSHIP OF FAIRFIELD, VIOLA THOMAS-HUGHES, MAYOR; JOANNE SERVAIS, DEPUTY MAYOR; and GENEVA GRIFFIN,</p> <p>Defendants.</p>	<p>UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY CAMDEN VICINAGE CIVIL NO. 14-cv-7451</p> <p>Civil Action</p> <p>JOINT RELEASE AND SETTLEMENT AGREEMENT</p>
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This Settlement Agreement and General Release (hereinafter "this Agreement") entered into and by and among B&M AUTO SALVAGE AND TOWING, LLC, AND ROBERT AND MICHELE HOFFMAN, h/w, Releasers (or "Plaintiffs"), and the TOWNSHIP OF FAIRFIELD, Releasee (or "Defendant"), collectively known as "the Parties."

Whereas, B&M AUTO SALVAGE AND TOWING, LLC, AND ROBERT AND MICHELE HOFFMAN, h/w, as Plaintiffs, filed a Complaint against Releasee in the United States District Court for the District of New Jersey, Camden Vicinage, entitled B&M AUTO SALVAGE AND TOWING, LLC, AND ROBERT AND MICHELE

HOFFMAN, h/w, Plaintiffs v. TOWNSHIP OF FAIRFIELD, VIOLA THOMAS-HUGHES, MAYOR; JOANNE SERVAIS, DEPUTY MAYOR; and GENEVA GRIFFIN, Defendants, bearing CIVIL NO. 14-cv-7451, and have asserted claims against Releasee; and,

Whereas, the Parties wish to settle all controversies among them involving Plaintiff, including Plaintiff's claims bearing CIVIL NO. 14-cv-7451, and any and all related claims which could have been asserted, whether they are presently known or unknown, and

Whereas, Releasee denies each and every allegation made by Plaintiffs, and enters into this agreement for reasons other than the merits of Plaintiffs' claims; and,

Whereas, Plaintiffs agree that the merits of their claims against Releasee are disputed and have not been adjudicated by any Court; and

Whereas, the claims against Viola Thomas Hughes, Joanne Servais and Geneva Griffin have been dismissed; and

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. **SETTLEMENT PAYMENTS.**

- a. After Plaintiffs' execution and presentation of the within Release and Stipulation of Dismissal with Prejudice, plaintiffs shall be paid the total amount of Forty Thousand dollars (\$40,000.00), which payment shall constitute consideration for the execution of this agreement and any other

documents necessary to resolve and compromise this matter, with finality and with prejudice.

- b. Releasee takes no position on the allocation of the settlement amount, which represents a global settlement of all claims presented and which could have been presented. All prayers for relief are dismissed in consideration for the sum tendered.
- c. Plaintiffs agree that, but for this Settlement Agreement and General Release, he would not be entitled to the aforesaid payment.
- d. The settlement amount shall be paid by Releasee in the form of a check or checks payable to "Robert and Michele Hoffman and William J. Fox, their attorney."
- e. No payment shall be released without an executed Release and Settlement Agreement.

2. **DISMISSAL OF ACTION.**

Plaintiffs understand and acknowledge on August 5, 2015 the United States District Court for the District of New Jersey issued an order dismissing this case. However, both plaintiffs and defendant acknowledge that the court retains jurisdiction to reopen this matter should this settlement not be consummated and to enforce the terms of any settlement.

3. **RELEASE.**

In consideration for the payment and other consideration provided for in this agreement, Plaintiffs, personally and for their respective estate and/or heirs,

waive, release, and give up any and all claims, demands, obligations, damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that they may have against Releasee and any and all of its 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 statutes, regulations and/or common law, expressly including but not limited to any potential claim relating to the following (including any amendments thereto):

- a. Title VII of the Civil Rights Act of 1964;
- b. Sections 1981 through 1988 of Title 42 of United States Code;
- c. The New Jersey Law Against Discrimination;
- d. 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 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).

Plaintiffs acknowledge that they have twenty-one (21) days to review and consider this Release, which waives Plaintiffs' rights and claims under the New Jersey Law Against Discrimination (N.J.S.A. 10:5-1 et seq.) and that his execution of this

Release prior to the expiration of that time period constitutes an express waiver to the consideration period.

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 CIVIL NO. 14-cv-7451.

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

Plaintiffs waive their right to file any charge or complaint on their own behalf, to participate as complainants, plaintiffs 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 his 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 Releasees except as such waiver is prohibited by law. 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 CIVIL NO. 14-cv-7451.

5. **ADDITIONAL TERMS.**

In addition to the terms set forth elsewhere in this Agreement, the Parties agree that the following are material terms of this Agreement and are binding on them

as well as their estates, successors, agents and heirs.

A. Plaintiffs B&M Auto Salvage and Towing, LLC, and Robert and Michele Hoffman acknowledge and agree that they are subject to and bound by the terms of all relevant ordinances of Fairfield Township relating to the ownership and operation of businesses, commercial and rental properties, or any other township ordinances as may apply, including but not limited to Chapter 18.1 et seq, entitled "Junkyards."

B. Plaintiffs agree to cooperate with Fairfield Township officials to the extent allowable by law and in accordance with the laws and ordinances of Fairfield Township related to their operation of a junkyard and compliance with related township ordinances including but not limited to allowing appropriate township officials and representatives reasonable inspections of the business.

C. Defendant Fairfield Township acknowledges and agrees that the property owned by Plaintiffs variously designated as 311 Ramah Road and/or 313 Ramah Road and/or Ramah Road 34/35 is appropriately zoned for use as an auto salvage yard or junkyard.

D. Defendant Fairfield Township acknowledges and agrees that plaintiffs are entitled to a business license to operate a junkyard at the property variously designated 311 Ramah Road and/or 313 Ramah Road and/or Ramah Road 34/35 for the years 2014 and 2015. Fairfield Township agrees as part of this settlement to issue said licenses within thirty (30) days of either the execution of this Agreement or payment of any outstanding fees related to said licenses. Fairfield

Township, by and through its officials, representatives and employees, agrees that it will not withhold and/or delay issuing of future business licenses to plaintiffs provided that all requirements for such licenses contained in the relevant Fairfield Township laws and ordinances have been met.

5. **CONFIDENTIALITY.**

The Parties agree that this Release contains no confidentiality agreement.

6. **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 statements about one another or to defame one another to any person or entity.

7. **DEFENSE/INDEMNIFICATION.**

Releasors agree to defend Releasee in any action brought by any source as a result of Releasors' allocation of the settlement amount and to indemnify and hold Releasee harmless from any judgment, penalty, fine or other financial assessment against Releasees stemming from such action.

Releasors' counsel agrees to be solely responsible for any and all judgement searches required by law, including, but not limited to child-support Orders, and to defend and indemnify Releasee in any action of any description resulting from a judgment against plaintiff entered prior to the date of this Release.

8. **NO ADMISSION OF LIABILITY.**

It is expressly understood that neither the execution of this agreement, nor any

other action taken by Releasee in conjunction with Plaintiff's alleged claims or this settlement, constitute admission by Releasee of any violation of any law, duty or obligation and that Releasees specifically deny any liability to Plaintiff or to any other person.

9. **ENTIRE AGREEMENT.**

This Agreement contains the sole and entire Agreement between the Parties. Plaintiff 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 his 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.

10. **SEVERABILITY.**

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

Plaintiff hereby understands and agrees that he has sought and received the advice of his attorney prior to executing this Agreement, and that he has had ample time to do so and that he knowingly and voluntarily has decided to

settle his claims against Releasee after thoroughly reviewing this Agreement with his attorney.

Robert Hoffman, Plaintiff and Releasor

Robert L Hoffman

Michele Hoffman, Plaintiff and Releasor

Michele Hoffman

STATE OF NEW JERSEY :

: SS

COUNTY OF *Cumberland*

Sworn to and subscribed before me this

8-28 day of 2015

William J Fox
Attorney State of New Jersey

R. Darryl Davis


Darvl Davis, Authorized Representative of Fairfield Township

R. Darryl Davis

STATE OF NEW JERSEY :

: SS

COUNTY OF *Cumberland*

Sworn to and subscribed before me this <u>21st</u> day of 2015	
	Notary Public My Commission Expires 9/16/2017 ID# 2291896

<u>Charles B. Austermuhl, Esq., Preparer</u>