

SETTLEMENT AGREEMENT
AND GENERAL RELEASE
WITH CONDITIONS

This Settlement Agreement and General Release (hereinafter the "Settlement Agreement") is hereby entered into between the County of Somerset (hereinafter "County"), and Beverly Hacker (hereinafter "Hacker" or "Employee"), referred to collectively as "The Parties". For purposes of this Agreement, the term "County" shall also mean and include all employees, officers, officials, attorneys, agents, representatives, supervisors, insurance carriers, elected officials including the Board of Chosen Freeholders, and all persons acting by and for its benefit. The term "Hacker" shall mean all her executors, administrators, successors, assigns, agents, attorneys and representatives.

WHEREAS, Somerset County employed Hacker as its Director of Human Resources;
and

WHEREAS, the parties have differences in terms of management styles; and

WHEREAS, Somerset County and Hacker have agreed to resolve the differences between them with a waiver with prejudice to any rights, claims or causes of action that either of the parties may have; and

NOW, THEREFORE, in consideration of the foregoing, mutual covenants and other good and valuable considerations, the Parties hereby agree as follows:

1. Hacker shall be on Administrative Leave with Pay from June 2, 2014 through May 31, 2015. Hacker will, on or before the effective date of this agreement, provide to the County a letter of intent to apply for a deferred retirement effective on or before May 31, 2015, on which date her employment with the County will terminate. Throughout the period June 2, 2014 to May 31, 2015, Hacker shall be paid at regular payroll intervals her full regular gross salary at her rate of \$127,667 per annum, less all regular and necessary deductions, together with all regular employee benefits, including but not limited to the County's employer contributions to her medical insurance, Public Employee Retirement System pension, FICA, Medicare and unemployment/disability contributions, and less any applicable payroll deductions. During the period from the effective date of this agreement until May 31, 2015, Hacker will not accrue any additional personal, vacation or sick days. In addition to the above, the Employee will receive the following:

A. Hacker and the County agree that the employee has 518.50 hours of banked sick leave and per County retirement policy is also entitled to be paid in the first regular payroll cycle after May 31, 2015 50% or \$12,820.00; and

B. Hacker and the County agree that the employee has a balance of 138 hours of accrued vacation time and, per County policy, is entitled to be paid in the first payroll cycle after May 31, 2015 ninety (90) of those hours or \$5,524.00; and

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C. The parties agree that the Employee shall be provided with medical insurance coverage through May 31, 2015. Thereafter, Ms. Hacker shall have an option to purchase additional coverage (COBRA) to a maximum of eighteen (18) months at her sole expense. At the time Ms. Hacker effectuates her deferred retirement on August 1, 2016, she may request that the COBRA be modified to a "billed retiree" policy, and such request shall be granted if consistent with standard county policy at that time. Under no circumstances shall COBRA be made available in any manner once eighteen (18) months have passed from the time Ms. Hacker's medical coverage ends May 31, 2015, unless Ms. Hacker is considered to be a billed retiree according to County policy on and after her retirement date of August 1, 2016. Ms. Hacker's status as a billed retiree is subject to verification by the New Jersey Division of Pensions and Benefits.

2. The terms of this Agreement are not considered as final until a retirement application is submitted by Hacker within seven (7) days from the date this Agreement is executed or by May 31, 2015, whichever is later.

3. The parties and their respective legal counsel take no position with respect to and make no representations nor render any opinions on the tax ramifications, if any, of the payments set forth above.

4. It is specifically understood and agreed that the amount paid under this Agreement is for full and final payment, and inclusive of all attorney's fees and costs to which Hacker and her attorneys may be entitled, and the amount is specifically intended to be inclusive of all attorney's fees and costs. Hacker understands that, by executing this agreement, she releases and waives any claim or right for attorney's fees and expenses in connection with her claims. Neither Hacker nor David Ben-Asher, Esq. nor his firm, Rabner, Allcorn, Baumgart and Ben-Asher, counsel for employee, nor anyone acting on their behalf, shall make application for any additional monies in addition to the amounts set forth in this Agreement nor shall any of them make any application for attorney's fees or costs as those amounts are included in the total payment being made herein. Payment will be transmitted to Hacker by direct deposit.

5. No Admission of Liability. This Agreement is executed and all consideration is given in final settlement of disputed claims and shall not be construed as an admission of any allegation of liability or wrongdoing by any of the Parties.

6. No Claims Permitted/Covenant Not to Sue. Hacker represents that she will not file any claims pertaining to her employment with Somerset County or the matters in dispute at any time hereafter. Hacker waives the right to damages or payment of any kind relating to any matter related to claims regarding her employment.

7. New Jersey Child Support Judgment Search. Pursuant to N.J.S.A.2A:17-56.23(b), Hacker understands and agrees that she will receive the proceeds of the settlement sum when she has provided Somerset County with a child support judgment search, performed by a private judgment search company, reflecting that Hacker is not a child support judgment debtor. Hacker also understands that the Child Support Search shall be the Employee's responsibility to pay.

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8. Release. Hacker releases, gives up and forever discharges any and all claims and rights which she may have against Somerset County including any and all claims she may have had during her employment with Somerset County and including up through the date of her retirement. This releases all claims, including those of which Hacker is not aware and those not mentioned in this Release. This Release applies to all claims resulting from anything which has happened to Hacker up and until the present. It is hereby understood and agreed that Hacker, for and in consideration of the payment of monies and/or other consideration set forth herein, does hereby irrevocably and unconditionally release and forever discharge Somerset County from all manner of action(s), cause(s) of action, and suit(s), including but not limited to, any claims, debts, sums of money, accounts, reckonings, bonds, bills, claims for attorney's fees, interest, expenses and costs, specialties, covenants, contracts, controversies, agreements, benefits, commissions, bonuses, claims for vacation pay, claims for sick pay, claims for wages, promises, variances, trespasses, damages, judgments, executions, claims and demands of any nature whatsoever, in law or in equity, civil or criminal, vested or contingent, which Hacker ever had, now has or asserts, shall or may have or may assert, for, upon or by reason of any matter, cause or thing whatsoever to the date hereof, it being the intention herein of the parties for Hacker to release Somerset County from any and all claims of any and every nature, including attorney's fees, up to the date of this Release, unrestricted in any way by the nature of the claim including, though not be way of limitation, all matters which were asserted or could have been asserted in all actions or claims identified above or any matter arising out of any actual or perceived tenancy relationship, including all New Jersey and/or other state or federal statutory, constitutional, or common law claims. This includes, but is not limited to, claims under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq., the Civil Rights Act of 1866, as amended, 42 U.S.C. §1981, et seq., Executive Order 11246, as amended, 29 U.S.C. §621, et seq., the Americans with Disabilities Act, 42 U.S.C. §12101, et seq., the Older Workers Benefit Protection Act, 29 U.S.C. §626(f), the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1002, et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq., the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq., the New Jersey Family Leave Act, N.J.S.A. 34:11B, et seq., the Federal Family and Medical Leave Act, 29 U.S.C. §2601, et seq. & 5 U.S.C. §6381, et seq., the National Labor Relations Act, as amended, the Equal Pay Act, as amended, the New Jersey Wage and Hour Law, as amended, the New Jersey Worker Health and Safety Act, as amended, any anti-retaliation provision of any statute or law, worker compensation statutes, and any other applicable federal, state or local, constitutional or statutory provisions, order or regulation, arising from any event or act of omission or commission. This release includes, but is not limited to, any and all rights, causes of action, claims or demands of any kind through the date of this release, including any alleged injuries or damages suffered at any time after the date of this release by reason of the continued effects of any such acts which occurred on or before the date of this release.

If, in the future, a third party should assert any claim against her relating to Hacker's actions as an employee of the County, the County will indemnify Hacker to the extent permitted by applicable law for her attorney's fees, costs, settlements and damages which she may incur in defending against claims provided that Hacker was acting within the scope of her employment.

9. Non-Disparagement and Release of Information. The parties agree that except as may be required by law they will refrain from making any disparaging remarks now, and at any

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time in the future, or ally or in writing, about one another and to refrain from encouraging, enticing, or suggesting any other individual to make such remarks. When it is the appropriate time for the County to provide to the New Jersey Division of Pensions and Benefits the Certification of Service and Final Salary Retirement regarding Hacker, the County shall correctly indicate on that Certification that Hacker is not currently on suspension and that she is not facing and has not recently been considered for disciplinary action or indictment.

10. In connection with this Settlement Agreement, the Parties have each been represented by an attorney, or been advised and had the opportunity to consult an attorney, and fully understand the terms of this Settlement Agreement and their respective obligations hereunder. In addition, the Parties understand that they are under no obligation to sign this Settlement Agreement, and they have entered into the Settlement Agreement freely and voluntarily.

11. This Settlement Agreement shall not be construed against the Party preparing it, but shall be construed as if the Parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against any Party.

12. Each Party respectively represents and warrants that it is fully authorized to enter into the terms and conditions of, and to execute and be bound by, this Settlement Agreement. The Parties agree to use their best efforts promptly to execute and to effectuate the terms provided for herein. In addition, each person whose signature appears thereon warrants and guarantees that he/she has been duly authorized and has full authority to execute this Settlement Agreement on behalf of the person, persons or entity on whose behalf this Settlement Agreement is executed.

13. All matters respecting this Settlement Agreement shall be governed, controlled by and construed in accordance with any applicable federal law and the laws of the State of New Jersey, without giving effect thereof to principles of conflicts of law.

14. No breach of any provision hereof may be waived unless in writing. Waiver of any breach shall not be deemed to be a waiver of any other breach of the same or of any other provision hereof.

15. This Settlement Agreement is binding upon and inures to the benefit of the Parties hereto and their respective owners, employees, officers, predecessors, successors, heirs, executors, administrators, successors, successor employers and assigns.

16. This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.

17. Mutual General Release, With Conditions. In return for and for the mutual covenants and other good and valuable considerations, Somerset County agrees to release and discharge Hacker from any and all claims arising out of Hacker's employment with Somerset County which the County had or may have against her as of the date of this Settlement Agreement.

18. This Agreement contains the entire agreement between the Parties with respect to the subject litigation between the parties. No party has agreed to do anything other than as is expressly stated in this Agreement.

19. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

20. Each of the Parties represent and warrant that they have carefully read each and every provision of this Agreement and that they fully understand all of the terms and conditions contained in each provision of this Agreement. Each of the Parties represents and warrants that they enter into this Agreement voluntarily, of their own free will, without any pressure or coercion from any person or entity whatsoever.

IN WITNESS HEREOF, and intending to be legally bound hereby, the parties have executed the foregoing Settlement Agreement on the dates set forth and attested below:

WITNESS: William J. Coyle COUNTY OF SOMERSET

ATTEST: [Signature]

BY: [Signature] Dated: 10/21/14
Michael J. Amorosa, Administrator

WITNESS: _____

BEVERLY HACKER

ATTEST: [Signature]

[Signature] Dated: 10/6/14
Beverly Hacker