

RELEASE, COVENANT NOT TO SUE, AND SETTLEMENT AGREEMENT

This Settlement Agreement and Release (hereinafter "Agreement") is effective the 23rd day of April, 2014, among Plaintiff, Yvonne Coleman-Davis (" Plaintiff ") and Defendant, County of Hudson (hereinafter also referred to as "Hudson County Defendant").

1. Background and Purposes of Agreement

1.1 Yvonne Coleman-Davis is employed by Hudson County in the Department of Corrections and filed a Complaint alleging, among other things, violations of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., as well as a violation of 42 U.S.C. § 1983, and The Fair Standards Labor Act, more specifically 29 U.S.C. § 207(r), and as more particularly set forth in the Complaint bearing Civil Action No.: 12-04521 (JLL) (JAD) filed in the Federal District Court of New Jersey.

1.2 Plaintiff and the Hudson County Defendant (together "the Parties") have determined that it is in their best interest to enter into this Agreement and thereby amicably resolve all issues in dispute, or which could have been asserted by Plaintiff , without any admission of liability or wrongdoing related to the matters filed in the Federal District Court for the District of New Jersey as referred to in 1.1 above.

2. Settlement

Plaintiff, Yvonne Coleman-Davis , agrees to settle and release all claims raised by his federal Complaint against the Hudson County Defendant, subject to the following terms:

2.1 Yvonne Coleman-Davis shall receive a one-time, lump-sum payment of \$150,000.00, made payable to both Yvonne Coleman-Davis and D. Gayle Loftis, Esq.,

as his attorney. The Hudson County Defendant shall also provide such notice and payments as may be due to the Plaintiff's pension plan as due as a consequence of her absence subsequent to July 20, 2010, and during which she received workers compensation benefits due to the events of July 20, 2010.

2.2 The County shall implement by August 1, 2014, two policies within the Hudson County Department of Corrections which shall address the ability of pregnant females to request accommodation of their disability if required and which will be consistent with the obligations required by virtue of the New Jersey Pregnant Worker's Fairness Act, N.J.S.A. 10:5-12(s); as well as to establish an area in which breastfeeding females may have an area for the expression of milk which is consistent with the obligations of the employer under The Fair Standards Labor Act, more specifically 29 U.S.C. § 207(r). Failure to implement such policies by the noted date of August 1, 2014, will permit the Plaintiff to return to the District Court on an Order to Show Cause why such policies have not been issued and implemented, and to request counsel fees on proceedings related to such Order to Show Cause.

2.3 The payment is made to settle allegations of injury including, but not necessarily limited to, compensatory damages, emotional distress, pain and suffering and physical manifestations of such emotional distress and pain and suffering.

2.4 All settlements and payments made in accordance with this Agreement, are subject to approval by the Hudson County Insurance Fund Commission. As such, the timing of the payment set forth in Section 2.1 shall be dependent upon when Hudson County receives approval of two separate resolutions, one for the settlement itself and the other for approval for that payment from a bill list by the Insurance Fund Commission. Once the bill list payment is approved by the Commission payment shall be made within

21 days.

2.5 The payment set forth in Section 2.1 shall be made in accordance with this Agreement and is intended by the mutual agreement of the Parties to be full compensation for all of Plaintiff's claims and potential claims, except for his workers compensation claim referred to in Paragraph 2.5, including, but not limited to, claims for attorney's fees and expenses in this lawsuit. There shall be no separate application for attorneys fees and costs by Plaintiff's counsel unless the policies referenced in paragraph 2.2

2.6 The Parties make no representations, give no advice, and take no position on the tax impact or ramifications of the payment of this settlement. All of the monies paid to Plaintiff as set forth in paragraph 2.1 to this Agreement, shall be the sole and only monetary payment to the Plaintiff and it shall not be enhanced or altered in any way by reason of federal or state taxes on the proceeds of Plaintiff's settlement for any reason. All liability for federal and state taxes which Plaintiff are obligated to pay shall be the sole responsibility of the Plaintiff. Plaintiff has not relied upon nor has the Hudson County Defendant made any representations, express or implied, as to the possible tax consequences of this Agreement.

2.7 The Parties recognize and acknowledge that Yvonne Coleman-Davis has an ongoing workers compensation claim, referred to below in paragraph 3.5

2.8 Plaintiff understands and agrees that she will not hereafter file or cause to be filed any other charge, complaint, legal or administrative action of any nature before any Court or administrative agency to assert any claim against the Hudson County Defendant, arising out of Plaintiff's, employment with Hudson County, except as may be necessary to enforce this Agreement and/or paragraph 2.2, or for events that may arise subsequent to its execution.

3. Release

3.1 Except as otherwise set forth in paragraph 3.5, Plaintiff, Yvonne Coleman-Davis , hereby fully, unconditionally and without limitation waives, releases and forever gives up any and all known and unknown claims, rights and causes of action of every kind, whether in law or in equity, against the Hudson County Defendant, their past, present and future elected, appointed and other officials, officers, directors, employees, successors, assigns and anyone who succeeds to their rights, including, but not limited to their heirs and the executor of their respective estates, which now exist in connection with Yvonne Coleman-Davis 's employment with Hudson County. This release includes, but is not limited to, every claim, right and cause of action, including those of which Plaintiff may not be aware and those not expressly mentioned in this Agreement. This Agreement applies to every claim that Yvonne Coleman-Davis may have, resulting from anything, which has happened up to now and may happen up until the date Yvonne Coleman-Davis executes this Agreement. It is understood and agreed that, in particular and without limitation that this release also covers and includes every claim that Yvonne Coleman-Davis may have or has ever had before the Equal Employment Opportunity Commission or the New Jersey Division on Civil Rights against the Hudson County Defendant.

3.2 Except as otherwise set forth in paragraph 3.5 this release includes, but is not limited to, every claim by Yvonne Coleman-Davis arising from, connected with or having relation to Yvonne Coleman-Davis 's employment with the County of Hudson, from the inception of that employment to the date of this agreement brought or which could have been brought before any state or federal administrative agency or any court, including, but not limited to, all federal, state, local or administrative claims arising under any of the

following: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Acts of 1866, 1870 and 1871; the Civil Rights Act of 1968; the Civil Rights Act of 1991; the New Jersey Law Against Discrimination; New Jersey Civil Rights Act; and any other applicable federal, state or local anti-discrimination or equal employment opportunity statutes or regulations.

3.4 The Law Suits and this Agreement shall have no effect on Yvonne Coleman-Davis' ability to obtain whatever pension she may have available to her.

3.5 This settlement and this agreement does not affect the current workers compensation claim of Plaintiff, Yvonne Coleman-Davis , known and characterized as Yvonne Coleman-Davis vs. Hudson County brought in the New Jersey Workers Compensation Court, or reduce any funds she might receive from such claim. This claim will proceed in the ordinary course until its completion. Nothing herein shall be construed to waive any rights which Plaintiff may have concerning maintaining and pursuing this workers compensation claim nor shall it be construed to preclude Defendant from raising any defense it may have with regard to any pending or future workers compensation claim(s) of Plaintiff.

4. Attorneys Fees and Expenses

It is specifically understood and agreed that the amount paid under this Agreement includes all attorney's fees and costs to which Yvonne Coleman-Davis and/or her attorney may be entitled, and the amount is specifically intended to be inclusive of all attorney's fees and costs. Plaintiff understand that by executing this agreement, she releases and waives any claim or right for attorney's fees and expenses in connection with his claims. Neither Plaintiff nor counsel for Plaintiff , nor anyone acting on her behalf, shall make application for any additional monies in addition to the amounts set forth in this

Agreement for attorney's fees or costs as those amounts are included in the total payment being made herein ***provided that*** the policies referenced within paragraph 2.2. Payment will be transmitted to Plaintiff's counsel in accordance with paragraph 2.1.

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 The Plaintiff or the Hudson County Defendant.

6. New Jersey Child Support Judgment Search and liens

Pursuant to N.J.S.A. 2A:17-56.23(b), Plaintiff understand and agree that they will receive the payment of the settlement sum only after they have provided Hudson County with an appropriate Child Support Search. Plaintiff shall pay and hold harmless and indemnify the County Defendant for any Child Support Judgments and/or liens which may exist at the time of this settlement and at the time the settlement proceeds are received.

7. Fair Representation

The Parties represent and warrant that their respective attorneys have represented them fully, fairly, and without bias or conflict in connection with the Action.

8. Consultation with an Attorney

The Parties have consulted with their respective attorneys with respect to this Agreement, and reviewed with their attorneys all the terms and conditions of this Agreement before signing this Agreement.

9. Knowing and Voluntary Agreement.

The Parties represent and acknowledge that they have had a reasonable amount of time to consider this Agreement and that, in executing this Agreement, they rely entirely upon their own judgment, beliefs and interests and the advice of their counsel, and they do

not rely and have not relied upon any representation or statement made by the other party, or by any agents, representatives or attorneys of the other party, with regard to the subject matter, basis or effect of this Agreement or otherwise, other than as specifically stated in this Agreement. The parties specifically acknowledge that all releases contained herein are knowing and voluntary.

10. Who is Bound

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective legal representatives, agents, successors, assigns, heirs and executors.

11. Complete Agreement

This Agreement contains the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements or understandings dealing with the same subject matter. No party has agreed to do anything other than as is expressly stated in this Agreement.

12. Choice of Law

This Agreement shall in all respects be interpreted, enforced and governed by the laws of the State of New Jersey.

13. Modification

No modification or amendment of this Agreement will be enforceable unless it is in writing and signed by the parties.

14. Severability

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.

15. Negotiated Agreement: No Construction Against Any Party

This Agreement was not drafted by any of the Parties but, rather, is the result of negotiations among the Parties with the benefit of their attorneys. Each party to this Agreement read this Agreement and has freely and voluntarily executed it. No ambiguity that may arise in this Agreement shall be resolved by construing the Agreement against any of the Parties as the Agreement's drafter.

17. Attestation of Parties

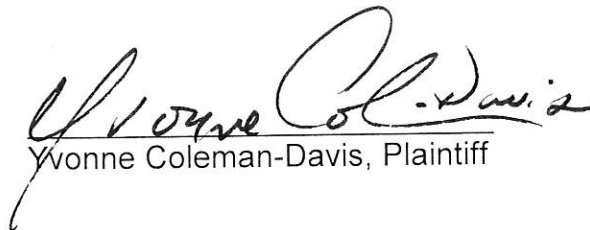
Each of the Parties represent and warrant that they have carefully read each and every provision of this Agreement and that they fully understand all of the terms and conditions contained in each provision of this Agreement. Each of the Parties represents and warrants that they enter into this Agreement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

18. Counterparts

The Parties may execute this Agreement in separate counterparts, all of which taken together shall constitute the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed.

Dated: 4/23/14


Yvonne Coleman-Davis, Plaintiff

Dated:

Laurie Cotter, Asst. Co. Administrator
(For All Hudson County Defendant)