

ATTACHMENT INCORPORATED INTO RESOLUTION SETTLING VIRGINIA FANELLI

The settlement of the action with Virginia Fanelli, which includes contributions from insurance companies, will require the following payments:

*t» A lump sum payment of \$500,000 including back wages and compensatory damages; <« Seven annual payments of not to exceed \$70,000. Virginia Fanelli must apply for a disability retirement, and if granted the County will receive a dollar for dollar credit against such annual payments; »t» Plaintiffs counsel will make application to the Court for an award of counsel's fees.

The County can defend the reasonableness of the application. * If Virginia Fanelli is not eligible for group health insurance benefits from any other source, the County will be responsible for up to \$6,000 per year to reimburse plaintiff for any premiums for her individual health care until plaintiff is eligible for retirement health coverage or other group health insurance.

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VIRGINIA FANELLI

SUPERIOR COURT OF
NEW JERSEY
PLAW DIVISION:

MIDDLESEX COUNTY Plaintiff,

vs.

Docket No. MTD-L-4935-02

UNION COUNTY SHERIFF'S OFFICE and the COUNTY OF UNION.

Civil Action

Defendants.

**ORD
ER**

THIS MATTER having been opened to the Court by plaintiff Virginia Fanelli, through her attorneys, McMoran O'Connor & Bramley, P.C., for an Order granting attorney's fees and costs pursuant to N.J.S.A. 34:19-5(e) and R. 4:42-9, and the Court having considered the submissions of the parties and having heard oral argument, and for good cause shown,

IT IS on this day of March 2006,

ORDERED that plaintiffs motion for attorney's fees and costs is hereby granted; and

IT IS FURTHER ORDERED that defendant County of Union shall pay to McMoran, O'Connor & Bramley, P.C., counsel for plaintiff, attorney's fees in the total amount of \$1,487,078.80, representing the lodestar amount of attorney's fees incurred up to and including February 6,

2006, plus a contingent fee multiplier of 40%; and

IT IS FURTHER ORDERED that defendant County of Union pay disbursements and costs to McMoran, O'Connor & Bramley, P.C, in the total amount of \$36,373.54, representing costs and disbursements incurred up to and including February 6, 2006; and

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51. Plaintiff would have incurred attorney's fees preparing for and deposing these individuals regardless of whether they were named defendants because they all played key roles in the adverse employment actions taken against Plaintiff. Any time spent pursuing these individual defendants contributed to Plaintiff's success on her CEP A claim against the County of Union and Union County Sheriff's Office. Attorney's Fees Sought

Our firm has maintained contemporaneous time records in this matter, which

were entered into the firm's computerized billing system. Attached as Exhibit G is the billing

summary for our firm on this case.

The time spent on this case through preparation of this fee application is

comprised of the following hours at the stated rates by the identified attorneys and

paraprofessionals. To account for the delay in payment, the hourly rates are our current hourly

rates. Rendine v. Pantzer, 141 N.J. 292, 337 (1995) (hourly rate at which compensation is to be

awarded should be based on current rates rather than those in effect when the services were

performed). For convenience, the chart below contains the hours, current rates charged, and

total amount billed by all attorneys and paraprofessionals who worked on Plaintiff's claim.

Attorney/Paraprofessional Hours Hourly Rate

Amount

Bruce P. McMoran	640.80	\$ 490
Douglas S. Bramley	1896.75	\$325
Michael F. O'Connor	20.90	\$325
Adam Mangino	816.40	\$150

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The rates set forth above are reasonable and are the rates which are presently

being charged and collected for all hourly paying work. The reasonableness of Mr. Adam

Mangino's hourly rate is demonstrated by his Affidavit, which is attached as Exhibit H.

Ms. Fanelli has also incurred reasonable expenses of \$36,373.54, as set forth in

the billing summary attached hereto as Exhibit G. The majority of these expenses went to pay

for court reports and Plaintiffs medical and economic experts.

Thus, the total amount of fees and expenses we are seeking, not including a

multiplier under Rendine v. Pantzer, 141 N.J. 292 (1995), is **\$1,098,572.70**. This also does not

include all of the time spent preparing this application, which we will submit prior to the

hearing of this application.

I hereby certify that the foregoing statements made by me are true and accurate to the best of my knowledge. I am aware that if any of the statements made by me are willfully false, I am subject to punishment.

RUCEP. McMORAN

Dated: February , 2006

Sworn to and Subscribed to
before me this day
of February 2006.

Notary Public State of New Jersey

r

Lynch

May 31, 2005

Keefe

Bartels

ATTORNEYS AT LAW

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NJ & FL Northern Dist. Bar °

Honorable Vincent LeBlon, J.S.C.
Middlesex County Superior Court 1 JFK
Square, Chambers 404 New Brunswick,
New Jersey 08902

RE: Fanelli v. Union County Sheriffs Office
Docket No. MED-L-4935-02

Dear Judge LeBlon:

On May 31, 2005 I conducted another mediation session in the above captioned matter. You may recall that a declaratory judgment motion has been instituted in Union County where the County of Union is attempting to obtain coverage from two of the County's insurers-AIG and Coregis. Judge Dupuis is case managing that litigation. The case involving AIG has been sent to arbitration pursuant to a mandatory arbitration- clause in the AIG policy. The litigation against Coregis and the County's third party administrator was ordered to mediation.

Unfortunately, discovery and the declaratory judgment motion has just begun and I am informed that the County's third party administrator intends to join the County's insurance broker as an additional party in that litigation. Coregis has taken the position that, while it issued a claims made policy to the County for the period of March 2001 through March 2002, which included an extended one year reporting period, a notice of the claim was not timely given and therefore no coverage will be afforded the County.

The bottom line is that no progress was made towards settlement of Mrs. Fanelli's claim and I see no prospect of resolving that claim prior to the July 11 trial date unless the County elects to front the money for settlement and obtain the proceeds of that settlement from the defendants in the declaratory judgment action in a subsequent proceeding. Mr. Varady intends to take up this issue with County officials and will advise me if there is a change in the County's position in that regard.