

BILL TO

UC Sheriff
Administration Bldg - 1st FL
10 Elizabethtown Plaza
Elizabeth NJ 07207

CK to

SHIP TO

UC COUNTY COUNSEL
10 ELIZABETHTOWN PLAZA
ELIZABETH, NJ 07207

County Counsel

VENDOR

MARK JAMISON M ESQ
I/T/F TYRONE HAMILTON
403 KING GEORGE ROAD
BASKING RIDGE, NJ 07920

VENDOR #: MAR2E

COUNTY OF UNION, NEW JERSEY

PURCHASE ORDER/VOUCHER

PACKING LISTS, CORRESPONDENCE, ETC.

No. 09010926

ORDER DATE: 12/16/09
REQUISITION NO: 09010717
DELIVERY DATE: 12/15/09
STATE CONTRACT:
F.O.B. TERMS:

INJCP

09010926

VENDOR: MARK JAMISON M ESQ

DATE PAID: 1/13/2010

AMOUNT: \$20,000.00

CHECK # 219602

Pg 1

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	SETTLEMENT OF LITIGATION TYRONE HAMILTON V. UC DOCKET NO. UNN-L-000874-08 RESO: 2009-114 ADOPTED: 1/28/09 <i>me</i>	T-03-56-850-000-537	20,000.0000	20,000.00
			TOTAL	20,000.00

Vendor supplying goods or services, the total cost of which during a one calendar year period will exceed the public bidding threshold (N.J.S.A.40a:11.3) must comply with the requirement of P.L. 1975, c 127(N.J.A.C. 17:27) (on reverse)

DEPARTMENT ATTEST
DELIVERY SLIPS RECEIVED AND CHECKED

12/30/09
DATE

[Signature]
SIGNATURE

PERSONAL KNOWLEDGE OF SERVICE RENDERED OR RECEIPT OF
MATERIALS, SUPPLIES AND EQUIPMENT

12/29/09
DATE

[Signature]
SIGNATURE

**FOR PAYMENT - SIGN AND RETURN
TO ABOVE "BILL TO ADDRESS"**

**SIGNATURE BELOW MUST BE ORIGINAL
PLEASE MAKE COPY FOR YOUR RECORDS**

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim and the amount therein stated is justly due and owing, and that the amount charged is a reasonable one.

X [Signature]
DATE SIGNATURE

BAUCH ZUCKER HATFIELD LLC
871 Mountain Avenue, Suite 200
Springfield, New Jersey 07081
973-376-4000
Attorneys for Defendant County of Union

TYRONE HAMILTON,

Plaintiff.

v.

COUNTY OF UNION, a corporate and body
politic of the State of New Jersey, JANE &
JONES DOES (fictitious company)

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: UNION COUNTY

DOCKET NO. UNN-I-00874-08

**CONFIDENTIAL
SETTLEMENT AGREEMENT AND
GENERAL RELEASE**

THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE
("Agreement") is made this 8TH day of December, 2009, by and between Tyrone Hamilton
("Hamilton") and the Union County, its officers, directors, employees and agents (collectively
the "County").

WHEREAS, Hamilton worked as a Juvenile Detention Officer for the County for
approximately twelve (12) years until his termination effective March 13, 2007; and

WHEREAS, the County terminated Hamilton's employment for chronic and excessive
tardiness and conduct unbecoming; and

WHEREAS, Hamilton challenged his termination by filing an appeal through the New
Jersey Office of Administrative Law (Docket No. CSVYT-03775-2008N, Agency Reference No.
2008-3127-1) (the "OAL Matter"); and

WHEREAS, Hamilton filed a civil action in the Superior County of New Jersey entitled, Tyrone Hamilton v. County of Union, Docket No. UNN-I-00874-08 (the "Civil Action"), in which he asserted claims of disability discrimination, retaliation, and related claims; and

WHEREAS, in 2007 Hamilton submitted an application to the New Jersey Division of Pension and Benefits (the "Division") for an ordinary disability retirement, which the Division approved for Hamilton in November 2008; and

WHEREAS, both parties agree that it is in their mutual best interest to reach an amicable resolution to both the Civil Action and the OAL Matter; and

WHEREAS, the parties are entering into this Agreement for the purposes of settling, compromising and resolving any and all claims that Hamilton may have against the County;

NOW, THEREFORE, in consideration of the execution of this Confidential Settlement Agreement and General Release, and for other good and valuable consideration, the parties hereto agree as follows:

1. Conditional Agreement. Hamilton understands and agrees that this Agreement, and all obligations by the County under this Agreement, including the payment obligations set out in paragraph 2, are subject to the approval of the County Board of Chosen Freeholders (the "Freeholders"). In the event the Freeholders should decline to ratify this Agreement for any reason, this Agreement shall become null and void and the parties agree that, prior to taking any action, they will discuss whether alternative conditions may exist under which an alternative agreement may be reached.

2. Consideration.

2a. Lump Sum Payment. In consideration for this Agreement, which includes dismissal/withdrawal with prejudice of both the Civil Action and the OAL Matter, and subject to

the provisions of paragraph 1, the County agrees to provide Hamilton with a single lump sum payment of TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00) (the "Settlement Payment") in full settlement of all claims and in full consideration for Hamilton's execution of this Agreement and agreement to comply with all of its terms. The Settlement Payment will be subject to all applicable withholding, and will be made within not more than thirty (30) days following the latter of approval by the Freeholders pursuant to paragraph 1 or expiration of the revocation period referenced in paragraph 14 of this Agreement.

2b. Retirement. In further consideration for this Agreement, the County agrees to modify its records so that Hamilton's employment status is listed as "voluntary retirement" rather than "termination."

2c. Accumulated Accrued but Unused Time. The County and Hamilton agree that, during his employment, Hamilton exhausted all accumulated, accrued paid time off awarded to him in accordance with County policies and contractual obligations and, therefore the County has no obligation to and will not make any payment to Hamilton for accrued but unused paid time off.

3. Adequacy of Consideration. Hamilton acknowledges that the value of this Settlement Payment is substantially more than any amounts which may be due to him based on his employment with the County, and any policy or practice of the County, and the County will not make any payments to Hamilton other than or in addition to the Settlement Payment. ~~Likewise, Hamilton acknowledges and agrees that but for his consent to the terms of this Agreement, the County~~ Likewise, Hamilton acknowledges and agrees that the County has no obligation to modify its ~~records to reflect a voluntary retirement~~ ^{would have no obligation to modify its records to reflect a voluntary retirement (gnd)} records to reflect a voluntary retirement. This offer of Consideration (Settlement Payment and record modification) is contingent on Hamilton signing this Agreement, agreeing to its terms.

returning a signed original of this Agreement to the County by the date specified below, and not revoking his agreement, as detailed in paragraph 14 and on the approval set out in paragraph 1.

3a. Hamilton understands and agrees that the sums the County has agreed to pay pursuant to this Agreement and the actions the County has agreed to perform, are discretionary in nature, do not constitute an admission of liability, are not required of the County in the absence of this Agreement, and constitute adequate and reasonable consideration for this Agreement.

4. Withdrawal of Claims. In exchange for the consideration stated above, Hamilton agrees that within ten (10) days of receipt of notification of the Freeholders' approval of this settlement and Agreement pursuant to paragraph 1, he will:

4a. execute and file a Stipulation of Dismissal with the Superior Court of New Jersey dismissing with prejudice the Civil Action, known as Tyrone Hamilton v. County of Union, Docket No. UNN-1-00874-08; and

4b. notify the Office of Administrative Law that he is withdrawing with prejudice the OAL Matter, known as In the Matter of Tyrone Hamilton, Docket No. CSVYT-03775-2008N, Agency Reference No. 2008-3127-1, and will execute any documents required in order to perform same. Hamilton understands and agrees that in withdrawing with prejudice the OAL Matter, he waiving his right to a hearing in the OAL Matter and any appeal of same.

5. Release. In exchange for the Consideration set forth above, and upon the full execution of this Agreement, Hamilton, for himself and his past, present and future heirs, agents, and representatives, agrees to discharge and release, permanently and without condition or limitation, the County of Union, and all subdivisions and affiliated entities, and all past and present Freeholders, officials, officers, employees, agents, independent contractors, vendors, attorneys, and

benefit plans, and all predecessors, successors and assigns of each (all collectively referred to as "County Releasees"), of and from any debts, obligations, claims, demands, judgments, claims for wages or benefits, claims for attorneys' fees, claims for contribution and/or in tort, in contract, by statute, or on any other basis, whether in law or in equity, which Hamilton, or his estate might otherwise have or have had, whether they be brought in a professional or individual capacity, resulting from or relating to anything that has happened up to the date of this Agreement, including claims of which Hamilton is unaware and claims which are not specifically released and given up by the language of this Agreement, and including all claims Hamilton did or might have brought in either the Civil Action or the OAL Matter.

5a. Hamilton specifically releases and gives up any and all claims which he may have arising from or relating to his employment with the County and/or arising from or relating to his termination from the County, including, but not limited to, claims arising under the Constitutions of the United States and the State of New Jersey; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(e) *et seq.*; the Civil Rights Act of 1866, 42 U.S.C. § 1981 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Rehabilitation Act of 1973, 29 U.S.C. § 791 *et seq.*; the Age Discrimination in Employment Act, 29 U.S.C. § 621 *et seq.*; the Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.*; the New Jersey Family Leave Act, *N.J.S.A.* 34:11B-1 *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:L19-1 *et seq.*; the New Jersey Civil Service Rules, *N.J.S.A.* 11A:1-1 *et seq.*; *N.J.A.C.* 4A:1-1.1, *et seq.*; New Jersey the Health Insurance Portability and Accountability Act, 29 U.S.C. §1181, *et seq.*; the New Jersey Public Employees Occupational Safety and Health Act, *N.J.S.A.* 34:6A-25 *et seq.*; the New Jersey Worker Freedom from Intimidation Act, *N.J.S.A.* 34:19-9 *et seq.*; any expressed or implied contract between

Hamilton and the County, whether oral or written; any collective negotiations agreement; all regulations promulgated pursuant to any of the aforementioned laws; any other Federal, State, County, or local statutes, ordinances, resolutions and regulations not mentioned above; any employment manual or handbook or personnel or County policies; and any other claims for personal injury, compensatory or punitive damages or attorneys' fees.

5b. This release includes all claims for wrongful discharge, harassment, retaliation, emotional distress, tortious interference, or for discrimination on the basis of race, color, sex, gender, religion, creed, national origin, ancestry, age, handicap or disability, sexual orientation, veteran's status, marital status, civil union status, domestic partnership status, workers' compensation status, or on any other prohibited basis, or any other claim arising out of or related to Hamilton's employment or separation from employment with the County.

6. Hamilton represents and agrees that he has not filed and will not file any complaints, charges, or grievances against the County or any County Releasees with any local, state or federal enforcement agency, including but not limited to the US Department of Labor, the NJ Department of Labor & Workforce Development, the Equal Employment Opportunity Commission, the NJ Division on Civil Rights, the NJ Civil Service Commission, the NJ Office of Administrative Law, and that if any government agency or other entity should institute an action on Hamilton's behalf, he will forego any monetary recovery. Hamilton will not voluntarily cooperate or participate in the investigation or prosecution of any action against the County or any County Releasees unless specifically subpoenaed to appear or otherwise required by court order or in an official governmental (state or federal) investigation. In the event Hamilton receives a subpoena, order or notice compelling him to produce documents or information or to testify or appear, Hamilton will notify the Office of County Counsel and

provide a copy of any such document, within two (2) business days following receipt of same and prior to responding. Nothing in this Agreement is intended to preclude Hamilton from cooperating with any appropriate federal, state or local government agency that may conduct an investigation. Hamilton will not solicit or encourage, in any manner, any former, current or future employee of the County or any County Releasees to pursue claims against the County or any County Releasees.

7. Non-disparagement. Hamilton agrees not to make critical, negative or disparaging remarks about the County or any of the County Releasees, including but not limited to comments about any of their business or employment practices. The County agrees that it will not provide any prospective employer with any information about Hamilton other than his dates of employment, his title and rate of compensation as of the date of his retirement; and his reason for separation as voluntary retirement.

8. Complete Bar. Hamilton agrees that the County may plead this Agreement as a complete bar to any action or suit before any court, arbitral body or administrative body with respect to any claim released herein.

9. Confidentiality. Hamilton agrees not to discuss or disclose the terms (including the amount of the Settlement Payment) or existence of this Agreement, ^{or any facts or events} ~~or any facts or events~~ ^{relating to his allegations in the civil action and ONLY after that preceded this Agreement} ~~relating to his employment that preceded this Agreement~~, including any information that was considered Confidential Information of the County during Hamilton's employment, with any person, firm, corporation, association, partnership or any other entity of any kind whatsoever, other than with his attorneys, spouse, accountants or tax advisors, and except as required by law. If Hamilton's spouse, attorneys, accountants or tax advisors should disclose any information in violation of the confidentiality provisions of the Agreement, such disclosure will be imputed to

Hamilton and treated as a breach of this provision. Hamilton warrants and represents that from the time of his receipt of this document (or any prior drafts) through his execution of this Agreement, he has not breached the confidentiality provisions of this Agreement.

10. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the parties hereto pertaining to the subject matter hereof. This Agreement may not be modified except in a writing executed in the same manner as the original Agreement and Release. No agreements, representations, or statements of any party not contained in this Agreement shall be binding on such party. This Agreement is the product of negotiation between counsel for the County and counsel for Hamilton and no one party drafted all terms of this Agreement. Therefore, the common law rule of construing any ambiguous language against the drafting party shall not be applicable against either party.

11. Enforcement. This Agreement is not intended to be used and may not be used as evidence or for any purpose in any other action or proceeding, except to enforce the terms of this Agreement. Either party shall have the right to seek specific enforcement of this Agreement. Should any provision hereof 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 rewritten to provide maximum enforceability within the limits of the law.

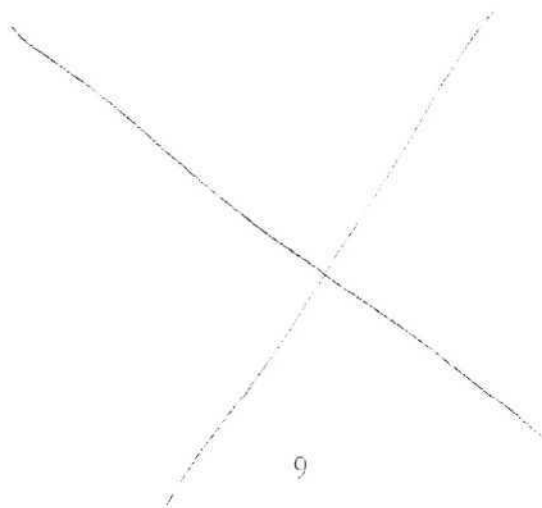
12. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, and shall be interpreted as neutral as

between the parties, without regard to any presumptions, inferences or rules of construction based on the authorship of the Agreement.


13. Acknowledgements. Hamilton represents and agrees that he has carefully read and fully understands all the provisions of this Agreement, that he is entering into this Agreement voluntarily, and that he was represented by Jamison M. Mark, Esq., of the Law Offices of Jamison M. Mark with regard to negotiations leading up to and including the terms of this Agreement, and that Hamilton discussed this Agreement with his attorney prior to signing it.

14. Effective Date. Hamilton understands that he has twenty-one (21) days from his receipt of this Agreement to decide whether to sign this Agreement, although he need not wait the full twenty-one (21) calendar days to sign and deliver the Agreement to counsel for the County. If Hamilton does sign this Agreement, he will have seven (7) calendar days from the date he signs the Agreement to withdraw his consent to the terms of this Agreement by submitting a signed written statement to the County Counsel by 5 pm on the seventh day stating, "I revoke my consent to the release agreement I signed with Union County dated December __, 2009. If Hamilton signs this Agreement and does not notify the County that he wishes to rescind such agreement within seven (7) calendar days of his signing, then this Agreement will be deemed a binding and enforceable contract according to its terms.

*****REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*****



BY MY SIGNATURE BELOW, I AGREE THAT THIS AGREEMENT ACCURATELY AND COMPLETELY STATES MY AGREEMENT WITH UNION COUNTY, THAT I FULLY UNDERSTAND IT, THAT I AGREE TO IT VOLUNTARILY AND WILLINGLY, FOR GOOD AND SUBSTANTIAL CONSIDERATION, AND ONLY AFTER I HAVE HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF MY CHOOSING.


Tyrone Hamilton

Sworn to and subscribed before me
this ____ day of _____, 2009.

Notary Public

My Commission Expires: _____

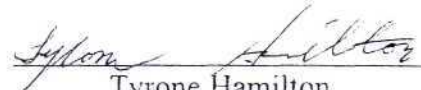
ATTEST:

UNION COUNTY

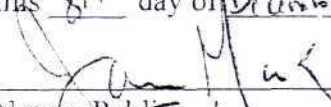
By: _____
Robert Barry, Esq., County Counsel

Dated:

BY MY SIGNATURE BELOW, I AGREE THAT THIS AGREEMENT ACCURATELY AND COMPLETELY STATES MY AGREEMENT WITH UNION COUNTY, THAT I FULLY UNDERSTAND IT, THAT I AGREE TO IT VOLUNTARILY AND WILLINGLY, FOR GOOD AND SUBSTANTIAL CONSIDERATION, AND ONLY AFTER I HAVE HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF MY CHOOSING.

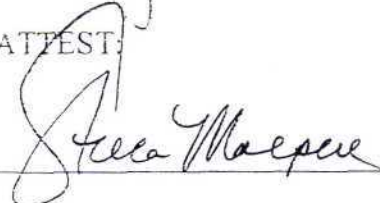

Tyrone Hamilton

Sworn to and subscribed before me
this 8th day of December, 2009.



~~Notary Public~~ Attorney AT LAW

My Commission Expires: _____

ATTEST:



UNION COUNTY

By: 
_____ Robert Barry, Esq. County Counsel

Dated: 12/21/09