

CITY OF VINELAND

RESOLUTION NO. 2022-\_\_120\_\_

RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE AND SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF VINELAND AND CHRIS WILLIAMS IN THE MATTER FILED IN THE SUPERIOR COURT OF NEW JERSEY, LAW DIVISION, DOCKET NO. CUM-L-000606-19

WHEREAS, a law suit was filed by Chris Williams against the City of Vineland (collectively the Parties) bearing Docket No CUM-L-000606-19 (Complaint); and

WHEREAS, the Parties wish to settle all controversies among them including those claims asserted in the Complaint; and

WHEREAS, the City of Vineland denies each and every allegation made against it in the Complaint and settlement is entered to end the litigation and compromise the claims of the Parties; and

WHEREAS, the proposed settlement is for the City to pay Chris Williams \$275,000.00 of which the City shall contribute \$90,000.00 and the balance to be paid through the City's liability carrier which shall be in full satisfaction of the claims of Chris Williams as is more fully described in the Release and Settlement Agreement attached hereto and made a part hereof.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute a Release and Settlement Agreement in the form and substance attached hereto and made a part hereof.

Adopted:

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President of Council

ATTEST:

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City Clerk

## RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE, dated **February 24, 2022**, is given:

BY: **CHRIS WILLIAMS** (collectively referred to in this Release as "I", "me" and Releasor"),

AND: **CITY OF VINELAND; GLOUCESTER CUMBERLAND SALEM COUNTIES JOINT INSURANCE FUND; SUMMIT RISK SERVICES AND QBE INSURANCE COMPANY;** (collectively referred to in this Release as "you" and "Releasee"). If more than one person signs this Release, "I", "me", and "Releasor" shall mean each person who signs this Release. "You" and "Releasee" include any and all agents and employees of each Releasee, and it is specifically intended that all such agents and employees are covered by this Release.

1. **RELEASE:** I release and give up any and all claims and rights which I may have against you, except those things which may remain to be done according to the terms of this document. This releases all claims and rights which I may have had against you at any time, including any and all claims which are not specifically mentioned in this Release, and any claims and rights which I may hereafter have against you. This Release applies to claims resulting from anything which has happened up to now. More specifically, but not in limitation, I release the following claims:

Any and all claims and rights, which have accrued prior to the execution of this Release whether known or unknown, including but not limited to claims for compensatory and punitive damages, all claims for loss of income, all claims for attorney's fees and costs and all claims for all other losses, sustained by Releasor. It is expressly understood and agreed by me that a substantial reason and consideration for you in settling this matter and agreeing to pay the monies set forth in this Release, is that this settlement releases and eliminates any and all claims which I may have now or in the future. I further understand and agree that by executing this Release and accepting the money set forth below, I acknowledge that I have received fair, just and adequate consideration for all claims. This Release arises out of the incidents which are the subject of an action filed in the Superior Court of New Jersey, Law Division, Cumberland County, under Docket No. CUM-L-000606-19.

This release includes but is not limited to any claims which were asserted or could have been asserted by me under any local, state or federal statute, constitution, ordinance, contract or the common law, including but not limited to all claims under: the Age Discrimination in Employment Act of 1967, as amended 29 U.S.C. §6, et seq. ("ADEA"), Title VII of the Civil Rights Act of 1964, as amended 42 U.S.C. §§2000e, et seq., ("Title VII"), the Reconstruction Era Civil Rights Act, as amended, 42 U.S.C. §§1981a, §1983, et seq. ("Civil Rights Act"); the Civil Rights Act of 1991, as amended, 42 U.S.C. §1981a, et seq., ("CRA of 1991"), the Americans with Disabilities Act, 42 U.S.C. §§ 12101, et seq. ("ADA"), the Family and Medical Leave Act, 29 U.S.C. §§ 2601 et seq. ("FMLA"); the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. ("FLSA"); the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §1001, et seq. ("ERISA"), the Equal Pay Act, 29 U.S.C. § 201, et seq., ("EPA"); the Rehabilitation Act, 29 U.S.C. §§ 701, et seq. ("RA"); the Pregnancy Discrimination Act, 42 U.S.C. §§2000, et seq. ("DA"); the Whistleblower Protection Statutes, 10 U.S.C. § 2409, 12 U.S.C. § 1831j, 31 U.S.C. § 265, (collectively as "WPS"); the Sarbanes-Oxley Act, 18 U.S.C. 1514A, the False Claims Act, 31 U.S.C.

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§§ 3729, et seq.; the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq.; the New Jersey Law Against Discrimination, N.J.S.A., 10:5-1, et seq., ("LAD"); the New Jersey Family Leave Act, N.J.S.A. 34:11B-1, et seq. ("FLA"); the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq., ("CEPA"); the New Jersey Worker Freedom from Intimidation Act, N.J.S.A. 34:19-9, et seq.; the New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a, et seq. ("WHL"); the New Jersey Discrimination in Wages Law, N.J.S.A. 34:11-56.1, et seq. ("DWL"); the New Jersey Workers' Compensation Law, N.J.S.A. 34:15-39.1, et seq. ("NJWC"); and the New Jersey Wage Payment Law, N.J.S.A. 34:11-4.1, et seq. ("WPL").

In the event I shall receive any monies from any person who thereafter seeks subrogation, contribution, and/or indemnification from you, I shall indemnify and hold you harmless for any money spent in paying and/or defending against these claims, including but not limited to attorneys' fees, costs of suit, and interest.

It is further understood and agreed that the acceptance of said money is in full accord and satisfaction, and in compromise of, all disputed claims, and that the payment thereof is not an admission of liability but is made by the Releasees with the authorization of the Defendant, for the sole purpose of terminating the litigation between the parties.

**2. LIENS:** I hereby certify that no liens exist against the proceeds of this settlement that are being paid to me or that if any liens do exist, they will be paid in full, or compromised and released by me from the amount stated in paragraph 3 of this Release. If a lien exists which is not satisfied as required by this Agreement, and a claim is made by anyone to enforce that lien, I agree that I will pay that lien in full. This Release is intended to include all liens, including but not limited to attorney's liens, child support liens, medical provider liens, Medicare and Medicaid liens, worker's compensation liens, all statutory or common law liens, and judgment liens. Releasor's attorney has investigated the existence of such liens and I am making this statement based upon information known to me and/or supplied to me by my attorney. Therefore, I agree to indemnify and hold you harmless in connection with any claims made against you by reason of liens against the proceeds of this settlement. In the event a claim is hereafter made against you by anyone seeking payment of liens, the Releasor will indemnify and hold you harmless for any money spent in paying any such liens and/or defending against such a claim, including but not limited to attorney's fees, costs of suit, and interest. I will not be responsible for attorney's fees and costs for the defending of any liens unless first provided written notice of same by the releasee and given thirty (30) days to cure same.

**3. PAYMENT:** I have been paid a total of \$275,000.00 (Two Hundred Seventy-five Thousand Dollars) which is allocated to any and all claims as outlined above in full payment for making this Release including claims for physical pain and suffering, loss of enjoyment of life and emotional distress." The payment shall be made by way of one check payable to Chris Williams in the amount of \$175,000.00 and one check payable to Ionno & Higbee, his attorneys in the amount of \$100,000.00. I agree that I will not seek anything further, including any other payment from you.

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4. **NON-DISPARAGEMENT CLAUSE:** The parties, through their counsel, 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, through their counsel, 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.

5. **WHO IS BOUND:** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, and all heirs, executors, and administrators are also bound. I specifically understand that all of the terms and conditions of the Release are for the benefit of, and are binding upon, me, my heirs, and anyone else who succeeds to our rights and responsibilities. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate.

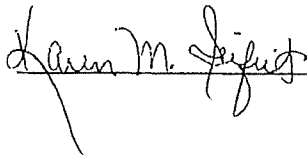
6. **WARRANTY OF CAPACITY TO EXECUTE AGREEMENT:** I represent and warrant that no other person or entity has any interest in the claims, demands, obligations or causes of action referred to in this Release except as otherwise set forth herein, and that I have the sole right and exclusive authority to execute this Settlement Agreement and receive the sum specified in it; and that I have not sold, assigned transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release.

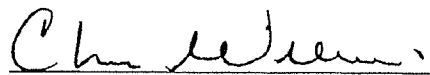
7. **REPRESENTATION OF COMPREHENSION OF DOCUMENT:** In entering into this Release, I represent that I have relied upon the legal advice of my attorney, who is the attorney of my choice, and that the terms of this Release have been completely read and explained to me by my attorney, and that those terms are fully understood and voluntarily accepted by me.

8. **GOVERNING LAW:** This Release shall be governed by, and construed and interpreted according to, the laws of the State of New Jersey.

9. **ADDITIONAL DOCUMENTS:** All parties agree to cooperate fully and execute any and all supplementary documents and to take all actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release.

Witnessed or Attested:

  
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CHRIS WILLIAMS

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**STATE OF NEW JERSEY :**  
**COUNTY OF Cumberland :**

I CERTIFY that on March 15, 2022, Chris Williams, came before me and acknowledged under oath, to my satisfaction, that this person is named in and personally signed this document and signed, sealed and delivered this document as his/her act or deed.

Karen M. Seifrit  
Notary Public

