

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter referred to as the "Agreement") is entered into this 18th day of January, 2013 between the County of Hudson (hereinafter referred to as the "County") and MIGDALIA MALDONADO (hereinafter referred to as "Maldonado" or the "Employee").

WHEREAS, the Employee has been employed within the Hudson County Department of Corrections for approximately six (6) months as a Recruit; and

WHEREAS, on December 14, 2012, the County issued a Preliminary Notice of Disciplinary Action charging Maldonado with the following violations: inability to perform duties; and other sufficient cause; and

WHEREAS, the County and Maldonado desire to resolve all outstanding issues with respect to the aforementioned Preliminary Notice of Disciplinary Action (hereinafter referred to as the "Disciplinary Action");

NOW, THEREFORE, in consideration of the premises and conditions set forth herein, the County and Maldonado agree as follows:

1. DISCIPLINARY ACTION
  - a. MALDONADO pleads guilty to one charge of inability to perform duties due to the fact that she was dismissed from the academy, stemming from the allegations raised within charges contained in the Disciplinary Action, a copy of which is deemed incorporated herein as if set forth at length.
  - b. The County agrees to return MALDONADO to work at the Hudson County Correctional facility effective January 23, 2013 as a Correction Officer Recruit. MALDONADO will continue in this position as a

Correction Officer Recruit until the next Academy class begins at which time MALDONADO shall enroll into that Academy class.

- c. MALDONADO shall be deemed to have resigned from employment as of the date of any such failure, which shall permit the County to take any and all action consistent with such resignation with the State or any of its subdivisions or agencies.
- d. MALDONADO agrees that the period of December 21, 2012 to January 22, 2013 shall be treated as administrative leave, without pay, which shall be recorded as such with the New Jersey Department of Personnel.
- e. MALDONADO agrees and recognizes that the County, in consideration of Maldonado' undertakings herein, has agreed to forego its right to terminate Maldonado for failure to comply with the requirements of law regarding completion of the appropriate course of training, but retains its right to terminate should Maldonado fail to complete said training within the time period set by law.

2. **COMPLETE RELEASE AND COVENANT NOT TO SUE**

In further consideration of the settlement hereinabove, the Employee, her heirs, assigns and agents (hereinafter referred to collectively as "Releasor") voluntarily enter into this Agreement, and certify that they have not been threatened or coerced into signing this Agreement, on the terms which follow:

- a. Releasor hereby releases, waives and discharges the County, its affiliated departments, and its officers, trustees, agents, employees,

successors and assigns (hereinafter collectively referred to as the "Releasees") from each and every claim, demand, cause of action, obligation, damage, complaint, or action or writ of any kind, nature, character or description that Releasor had, now has, or may in the future have against the Releasees on account of or arising out of any matter or thing that has happened, developed or occurred prior to the date of this Agreement related to the Disciplinary Action. This Complete Release includes, but is not limited to, any claim, demand, cause of action, obligation, claim for damages of any kind, complaint, expense, compensation, or action or writ of any kind, nature, character or description arising out of or under Federal, State or municipal statute or ordinance and any other law (whether such be common law, decisional law or statutory law), rule, regulation, executive order or guideline, and any and all claims for attorney's fees and costs arising from the above acts including, but not limited to:

- i. Any claim, cause of action, demand or complaint arising out of or under the New Jersey Law Against Discrimination (NJLAD) which, among other things, prohibits discrimination in employment on the basis of an individual's race, creed, color, religion, sex, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, handicap, atypical hereditary cellular or blood trait or liability for service in the Armed Forces of the United States.

ii. Any federal claim, cause of action demand or complaint arising out of or under the Federal Title VII of the Civil Rights Act of 1964 (Title VII) or the Civil Rights Act of 1991, as amended, which, among other things, prohibit discrimination in employment on account of a person's race, color, religion, sex or national origin.

iii. Any claim, cause of action, demand or complaint arising out of or under the Federal Age Discrimination in Employment Act of 1967, as amended (ADEA), which among other things, prohibits discrimination in employment on account of a person's age.

iv. Any claim, cause of action, demand or complaint arising out of or under the Federal Americans with Disabilities Act (ADA), which, among other things, prohibits discrimination in employment on account of a person's disability or handicap.

v. Any claim, cause of action, demand or complaint arising out of or under the Federal Family and Medical Leave Act (FMLA) which, among other things, entitles an employee to take reasonable leave for medical reasons for the birth or adoption of a child, and for the care of a child, spouse or parent who has a serious health condition and any claim, cause of action, demand or complaint arising out of under the New Jersey Family Leave Act (NJFLA).

vi. Any claim, cause of action demand or complaint arising out of or under the Federal Rehabilitation Act of 1973, as amended,

which among other things, prohibits discrimination in employment by Federal contractors against individuals with disabilities.

vii. Any claim, cause of action, demand or complaint arising out of or under the Federal Employee Retirement Income Security Act of 1974, as amended (ERISA), which among other things, regulates pension and welfare plans and prohibits interference with individual rights protected under that statute.

viii. Any claim, cause of action, demand or complaint arising out of or under the Federal Older Workers Benefit Protection Act (OWBPA) which, among other things, amends provisions of ADEA and prohibits discrimination in employment and employment benefits on account of a person's age.

ix. Any claim, cause of action, demand or complaint arising out of or under the Conscientious Employee Protection Act (CEPA) which, among prohibits retaliatory action by an employer against an employee who objects to practices that he/she reasonably believes are incompatible with a clear mandate of law or public policy concerning public health, safety or welfare. The aforesaid list shall not be deemed exhaustive but by way of example and the recitation of a release of all claims as set forth in 2a. shall not be diminished thereby.

b. Releasor has not and shall not hereafter seek money damages against the County or the Releasees in any matter lodged within the New Jersey Division on Civil Rights, the U.S. Equal Employment Opportunity

Commission (EEOC) or with any Federal, State or local court or agency which has been settled herein. Nothing herein shall be construed as limiting any individual's right to file a charge of discrimination should s/he feel that s/he was a victim of unlawful discrimination.

c. If Releasor violates this Complete Release by filing any claim, charge or complaint as prohibited above, Releasor agrees to pay all costs and expenses of defending against the suit incurred by County and/or the Releasees, including reasonable attorney's fees.

3. **NO DISPARAGING STATEMENTS.**

Releasor agrees that she will not make any statement(s) that has, have, or can be expected to have the affect of disparaging the County or any of its employees.

4. **NON 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 or of liability by Releasor, except as expressly provided in Paragraph 1 herein, or by the County, by whom any such liability is expressly denied.

5. **INDEMNIFICATION.**

If Releasor violates this Agreement in any way, Releasor agrees to pay in addition to all other remedies allowed by law or this Agreement, all

costs and expenses incurred by the opposing party as a result of such violation, including reasonable attorney's fees.

6. **CONSULTATION WITH ATTORNEY.**

Releasor has consulted with his/her attorney and /or Union Representative with respect to this Agreement and has reviewed with his/her Union Representative and/or attorney all of the terms and conditions of this Agreement prior to executing this Agreement.

7. **REASONABLE PERIOD OF TIME.**

Releasor agrees that he/she has been given a reasonable period of time of at least 21 days within which to review and consider this Agreement prior to executing this Agreement, but that Releasor may waive this 21 day period by signing in the space provided at the end of this Agreement.

8. **COMPLETE AGREEMENT.**

This Agreement contains the entire agreement between Releasor and the County, and each of them, with respect to the subject matter and supercedes all prior agreements, understandings and/or dealings whether written or otherwise with respect to the same subject matter. There is no agreement on the part of the County to do anything other than what is expressly stated in this Agreement. This Agreement shall in all respects be interpreted, enforced and governed by the Laws of the State of New

Jersey. It is understood between and among all parties hereto that the terms of this settlement shall not have any precedential effect or constitute binding practice.

9. **MODIFICATION.**

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

10. **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 part of this Agreement.

11. **ATTESTATION.**

Releasor represents and warrants that he has carefully read each and every provision of this Agreement and that he fully understands all of the terms and conditions contained in each provision of this Agreement. Releasor represents and warrants that he enters into this Agreement voluntarily, of his own will, without any pressure or coercion from any person or entity including, but not limited to, the County and/or Releasees.

12. **REVOCATION**

Releasor may revoke this Agreement within seven (7) days after the date this Agreement is executed by Releasor. This revocation must take the form of written notice by Releasor that Releasor intends to revoke this



Agreement. This revocation must be provided directly to the Hudson County Dept. of Corrections, addressed to Dir. Oscar Aviles, 35 Hackensack Avenue, Kearny, NJ 07032. This seven (7) day revocation period may not be waived by Releasor.

IN WITNESS WHEREOF, and intending to be legally bound hereby, I, MIGDALIA MALDONADO, executed the foregoing Agreement this \_\_\_\_ day of \_\_\_\_\_, 2013.

, Employee

Sworn and Subscribed to before me  
this \_\_\_\_ day of \_\_\_\_\_, 201 .

\_\_\_\_\_  
Notary Public of the  
State of New Jersey

COUNTY OF HUDSON

Date:

By:

WAIVER

By signing below, the undersigned hereby irrevocably elects to waive the 21-day period referred to in the 7<sup>th</sup> recital on page 7 of this Agreement.

\_\_\_\_\_  
Signature of Employee, MIGDALIA MALDONADO

DATED: \_\_\_\_\_