

MELISSA URBAN,

Plaintiff,

v.

OFFICE OF ATTORNEY ETHICS OF THE  
SUPREME COURT OF NEW JERSEY  
COUNSEL'S OFFICE, ET AL.

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION MERCER COUNTY

Docket Nos. MER-L-381-18; MER-L-1606-22

**CIVIL ACTION**

**GENERAL RELEASE**

1. **Releasor and Releasees:** The Releasor is Plaintiff Melissa Urban, hereinafter referred to as "I." Releasees (hereinafter, "Releasees" or "You") refers to Defendants Office of Attorney Ethics of the Supreme Court of New Jersey ,the New Jersey Judiciary, and the State of New Jersey, including all of their departments, agencies, officers and employees, past and present, in their individual and official capacities.

2. **Release:** I release and give up any and all claims and rights which I may have against Releasees. This releases all claims, demands, damages, causes of action, or suits which have been or could have been brought. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This releases all claims resulting from anything that has happened up to now, including but not limited to, all claims that were or could have been brought in the actions entitled Melissa Urban v. Office of Attorney Ethics of the Supreme Court of New Jersey, et. al., docketed as MER-L-381-18, and Melissa Urban v. Office of Attorney Ethics of the Supreme Court of New Jersey, et. al., docketed as MER-L-1606-22, pending in the Mercer County Superior Court.

In addition to the specific claim or claims enumerated above, this Release includes all claims under the Constitution or statutes of the United States, the Constitution, statutes or compacts of the State of New Jersey, or under the common law, including but not limited to, all claims under: Title VII of the Civil Rights Act, Sections 1981, 1983 and 1985 of the Civil Rights Act, the National Labor Relations Act, the New Jersey Law Against Discrimination, the New Jersey Civil Rights Act, the Family Medical Leave Act, the Family Leave Act, the Equal Pay Act, the Conscientious Employee Protection Act, the Age Discrimination in Employment Act, the Civil Service Act, the Handicapped, Blind, or Deaf Persons Civil Rights Law, the Developmentally Disabled Rights Act, the Americans with Disabilities Act, the Alcoholism Treatment and Rehabilitation Act, the Education Code, public works statutes, the Public Transportation Act, the Right to Know Act, the Occupational Safety and Health Act, the Worker Health and Safety Law, the Minimum Wage Law, the Prevailing Wage Law, the New Jersey Smoking Act, wages and hour laws, unemployment compensation, disability benefits laws, workers' compensation, the U.S. Constitution, the New Jersey Constitution, tort law or contract law. This Release includes all claims made or which could have been brought as grievances under any collective bargaining agreement, and/or all claims made or which could have been brought in any other administrative or judicial proceeding. This Release includes the release and discharge of all pending or threatened appeals and arbitration proceedings regarding any and all Notices of Disciplinary Action I have received at any time prior to the execution of this Release. This Release includes all claims involving any continuing effects of actions or practices which arose prior to the date of this Release and I release the use in any way of any past action or practice in any subsequent claim.

Provided however, this Release does not affect any vested right to pension, COBRA or related benefits which I might have. This Release is a compromise and in full settlement of all claims that I may have against You.

3. **Payment:** In consideration of my releasing the claims enumerated in Paragraph 2 of this Release, You have agreed to pay me, in full satisfaction of all of my claims, including my claims for attorneys' fees, a total of \$100,000. Payment in this amount shall be made within ninety (90) days from the date that the State receives all necessary settlement documents from Plaintiff's counsel, including, but not limited to, executed State of New Jersey payment vouchers. Payment shall be made in the form of three (3) checks, as follows:

- a) One check made out to Melissa Urban in the amount of Sixteen Thousand Dollars (\$16,000.00), minus all required FICA, income tax, and other amounts required to be withheld from this gross amount as required for the payment of wages, and for which an IRS Form W-2 will be issued to Releasor. Releasor represents that she is accepting this payment as compensation for her back wages.
- b) One check made out to Melissa Urban in the amount of Forty-Eight Thousand Dollars (\$48,000.00), which shall be reported on a Form 1099-MISC, and shall be allocated to Releasor's claims for non-economic compensatory damages, including emotional distress, anxiety, loss of enjoyment of life, and humiliation.
- c) One check made out to Koller Law, LLC in the amount of Thirty-Six Thousand Dollars (\$36,000.00), which shall be reported on a Form 1099-MISC as attorney fees and costs.

I acknowledge that this is payment of consideration to which I am not otherwise entitled. In further consideration for this settlement, I agree that I will not seek anything further including any other payment from You.

4. **Agreement Not to Seek or Accept Employment:** The Releasor agrees neither to seek nor accept employment, in any capacity, with the State of New Jersey Judiciary, any Vicinage, the Administrative Office of the Courts, Central Office, or any of the municipal courts in this State, nor will the Releasor seek an appointment as a Special Civil Part Officer, nor seek to work as a contract employee, or as a volunteer, with any of the foregoing entities, now and in the future.

**No Future Employment:** I waive any and all rights or claims which I may have to reinstatement, employment or reemployment with the State of New Jersey Judiciary. In further consideration for this settlement, I agree that I will be forever precluded from seeking or maintaining employment at any time in the future by or with the State of New Jersey Judiciary, any Vicinage of the Judiciary, the Administrative Office of the Courts, Central Office, or any of the municipal courts in this State, any of their divisions, departments, agencies or entities, and I will be forever precluded from seeking an appointment as a Special Civil Part Officer. I agree that I will not apply for a job with any of the foregoing entities or any of their divisions, departments, agencies or entities, and that the foregoing entities will not consider me for future employment and/or engagement of services at any time in the future including, but not limited to, employment or engagement of services through a temporary agency. I agree that this Agreement is sufficient and legal cause for any of the foregoing entities, or any of their

divisions, departments, agencies or entities, to terminate me should I be inadvertently hired by them.

5. **Indemnification:** I understand that I will receive a form W-2 and Forms 1099 with respect to the payments set out in Paragraph 3. I will sign appropriate tax forms. It is understood and agreed that You have not made any representations to me or my counsel concerning the taxability of the amounts described in paragraph three (3) of this Release. I shall be solely responsible for the payment of appropriate taxes on this settlement, other than the withholdings from the payment described in paragraph 3(a), and make no claim against You for payment of any taxes, or the payment of any applicable interest or penalties, and shall hold You harmless and indemnify You for same.

6. **Debt/Lien Owed to the State:** Releasor acknowledges that if, upon the results of any lien search conducted by Releasee(s), a debt/lien is owed to the State, its agencies or departments, such debt/lien shall be deducted from the Payment prior to its disbursement to Releasor.

7. **Child Support Certification:** Releasor hereby acknowledges and understands her obligation to comply with the legal requirements of N.J.S.A. 2A:17-56.23b, including, but not limited to, the requirement to perform a certified child support judgment lien search and to provide Releasees with said documentation prior to the Releasees' disbursement of the Payment. Releasor agrees that she shall direct her attorneys to perform the judgment search required by N.J.S.A. 2A:17-56.23b, and deliver a copy of the certification to Releasees' counsel. Releasor further understands and acknowledges that, (a) no settlement funds due Releasor under this Release shall be released prior to the receipt of the judgment search certification, and (b) any fees incurred, and payments made, by Releasees in connection with N.J.S.A. 2A:17-56.23b shall be deducted from the Payment prior to its disbursement to Releasor.

8. **Attorneys' Fees:** This Release includes all claims for attorneys' fees and costs. I am responsible for my own attorneys' fees and costs.

9. **No Admission of Liability:** Releasees expressly deny the validity of my disputed claims and nothing contained herein may be used or viewed as an admission of liability by Releasees. This Release shall not be admissible in any legal hearing or litigation other than to recover for a breach of this Release, or to enforce its terms.

10. **Dismissal of Lawsuit:** I hereby authorize and instruct my legal counsel of record to sign a Stipulation of Dismissal with Prejudice and Without Costs as to all claims in the matters entitled Melissa Urban v. Office of Attorney Ethics of the Supreme Court of New Jersey, et. al., docketed as MER-L-381-18, and Melissa Urban v. Office of Attorney Ethics of the Supreme Court of New Jersey, et. al., docketed as MER-L-1606-22, pending in the Mercer County Superior Court, and to provide same to counsel for Releasees at the time of execution of this Release. The Stipulation of Dismissal shall be filed by counsel for Releasees upon tender of the settlement checks to Releasor.

11. **Non-Assignment:** None of the benefits being given herein have been assigned or are subject to alienation (i.e., personal bankruptcy).

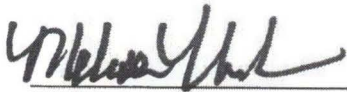
12. **Who is Bound:** I am bound by this Release. Anyone who succeeds to my rights and responsibilities is also bound. This Release is made for Your benefit and all who succeed to Your rights and responsibilities.

13. **Severability:** If any provision of this Release is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the fundamental terms and conditions of this Release remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

14. **Signatures:** I understand and agree to the terms of this Release, have had sufficient opportunity to review it with counsel of my choice, and sign it knowingly and voluntarily.

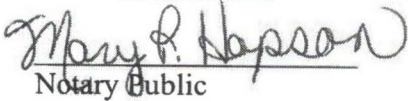
**PURSUANT TO N.J.S.A. 10:5-12.8, THE FOLLOWING LANGUAGE IS REQUIRED TO BE INCLUDED IN ALL SETTLEMENTS INVOLVING CLAIMS OF DISCRIMINATION, HARASSMENT OR RETALIATION:**

**ALTHOUGH THE PARTIES MAY HAVE AGREED TO KEEP THE SETTLEMENT AND UNDERLYING FACTS CONFIDENTIAL, SUCH A PROVISION IN AN AGREEMENT IS UNENFORCEABLE AGAINST THE EMPLOYER IF THE EMPLOYEE PUBLICLY REVEALS SUFFICIENT DETAILS OF THE CLAIM SO THAT THE EMPLOYER IS REASONABLY IDENTIFIABLE.**



Melissa Urban  
Subscribed and sworn to before  
me on 6-16, 2023

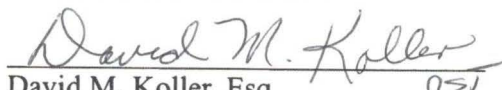
Dated: 6/16/23

  
Notary Public

My Commission Expires: 11-29-2027



AGREED AS TO FORM:

  
David M. Koller, Esq. *CS*  
Koller Law, LLC  
2043 Locust Street, Suite B  
Philadelphia, PA 19103  
Attorney for Plaintiff Melissa Urban