

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE ("AGREEMENT") is made and entered into by and between Natasha Hampton (hereinafter referred to as "Hampton") and the City of Rocky Mount (hereinafter referred to as "City") (collectively hereinafter referred to as "the Parties").

WHEREAS, Hampton is an employee of the City; and

WHEREAS, the Parties desire to settle fully any and all claims, which could be the subject of any litigation or disagreement between them;

NOW, THEREFORE, in consideration of the promises contained herein as well as the payment of monies to Hampton as hereinafter recited, the sufficiency of which are hereby acknowledged by Hampton, it is agreed as follows:

1. **Payment.** For and in consideration of the promises, releases, and agreements made herein by Hampton, the City agrees to pay the gross amount of Sixty-Five Thousand Dollars and No Cents (\$65,000.00) as follows:

a. The gross amount of Thirty-One Thousand, Seven Hundred Fifty Dollars and No Cents (\$31,750.00), which is consideration for Hampton's claims related to wages and will be subject to all lawful withholdings, and made payable to Hampton; and

b. The amount of Thirty-Three Thousand, Two Hundred Fifty Dollars and No Cents (\$33,250.00), which will be for Hampton's claims not related to wages and for attorney's fees and will not be subject to any withholdings, and made payable to Hampton and Tucker Moore Group, LLP, which is Hampton's legal counsel in this matter.

c. The checks will be sent to Hampton's counsel within fifteen (15) business days after the Agreement becomes effective, which is eight (8) days after Hampton executes the Agreement, unless she revokes the Agreement pursuant to Paragraph 23.

In addition, Hampton will receive payment for her accrued but unused vacation, which is subject to all lawful withholdings. Hampton is not entitled to receive and will not receive any payment for her accrued sick and vacation incentive time. Other than these payments, Hampton acknowledges and agrees that she is not entitled to any other compensation, payment, or benefit of any type or description from the City.

2. **No Admission of Liability.** This Agreement and the payment made hereunder shall in no way be construed as an admission by the City that it has acted wrongfully with respect to Hampton, or that Hampton has any rights against it. Hampton understands and agrees that the consideration recited herein is accepted by her in full and final settlement and compromise of any claims, Hampton may contend that she otherwise has, had, or may have against the Released Parties by reason of any act, omission, transaction, or event occurring up to and including the date of the Agreement.

3. **No Representations as to Tax Consequences.** Hampton understands and agrees that the City has made no representations as to the tax consequences of the monies paid pursuant to Paragraph 1, above. Hampton further understands and agrees that, to the extent any tax liability may now or hereafter become due and payable by her because of payment of any sums pursuant to this Agreement, such personal liability shall be her sole responsibility, and she shall pay any taxes, penalties or interest which may be determined to be due and payable by her. Moreover, Hampton agrees to save and hold harmless the City in connection with any and all

taxes, withholding taxes, penalties, interest and other costs that may be or become due and payable by her as a result of this Agreement and the payment made hereunder.

4. **Release of Claims.** For and in consideration of the promises in Paragraph 1, the sufficiency of which is hereby acknowledged, Hampton agrees, represents, and promises as follows:

Hampton, for herself, her heirs, and executors, irrevocably and unconditionally releases and forever discharges to the fullest extent permitted by law, individually and collectively, the City, and its present and former councilmembers, employees, representatives, agents, attorneys, predecessors, successors, affiliates and assigns, any employee benefit plans sponsored or administered by them, insurers and all persons acting by, through, or in concert with them (all hereinafter collectively referred to as "Released Parties"), of and from any and all charges, claims, complaints, demands, liabilities, causes of action, losses, costs, or expenses of any kind whatsoever (including related attorneys' fees and costs), known or unknown, suspected or unsuspected, that Hampton may now have, has ever had, or may have in the future against any one or all of the Released Parties by reason of any act, omission, transaction, or event occurring up to and including the date of the Agreement and that relate in any way to Hampton's employment with the City, including, but not limited to, claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans With Disabilities Act of 1990, the Employee Retirement Income Security Act of 1974, the Post Civil War Civil Rights Act (42 U.S.C. §§ 1981-88), the Equal Pay Act of 1963, The Occupational Safety and Health Act, the Family and Medical Leave Act of 1993, the Worker Adjustment and Retraining Notification Act of 1988, the Sarbanes-Oxley Act of 2002, the North Carolina Retaliatory Employment Discrimination Act (N.C. Gen. Stat. §§ 95-240 – 95-245), the North Carolina Wage & Hour Act

(N.C. Gen. Stat. §§ 95-25.1 – 95-25.25), the Age Discrimination in Employment Act of 1967, the United States Constitution, and the North Carolina Constitution, all as amended, as well as any other federal, state, or local claim or law relating to wrongful discharge, emotional distress, employment discrimination, harassment, hostile work environment, retaliation, unpaid wages, or any claims for breach of contract or breach of any employment agreement. Hampton does not waive any claims that may arise under the Age Discrimination in Employment Act after the date this Agreement is signed.

Hampton also understands and agrees that this Agreement extinguishes all claims, whether known or unknown, foreseen or unforeseen, that arise from any act, omission, transaction, or event occurring up to and including the date of the Agreement and that relate to Hampton's employment with the City, and expressly waives any rights or benefits under any law or judicial decision that provides in substance or effect that a general release does not extend to claims that Hampton does not know or suspect to exist in her at the time of executing the general release.

It is expressly understood and agreed by Hampton that this Agreement is in full accord, satisfaction, and discharge of any and all doubtful or disputed claims by Hampton against the Released Parties, that arise from any act, omission, transaction, or event occurring up to and including the date of the Agreement and that relate to Hampton's employment with the City, and this Agreement has been signed with the express intent of extinguishing all claims, obligations, actions, or causes of action as herein described.

Hampton acknowledges that she is not entitled to any other monies from the Released Parties for any reason, other than the monies set forth in this Agreement, including compensatory damages, punitive damages, or attorneys' fees, costs, or disbursements, known or unknown,

asserted or unasserted claims for lost or unpaid wages or severance benefits, claims for damages to reputation, claims for physical, mental, and personal injuries, and resulting emotional distress, pain, and suffering, as well as all other statutory claims, or common law claims, or contract claims, whether express, implied, oral, or written. Upon Hampton's receipt of the monies set forth in this Agreement, Hampton will have received all monies due to her from one or all of the Released Parties.

5. **No Representation as to Effect of Agreement.** Hampton further acknowledges, represents and agrees (i) that she has been advised of her right to consult with an attorney of her choice before signing this Agreement; (ii) that she has been advised of her right to read, consider and review this Agreement for a period of at least 21 days prior to her execution of this Agreement ("Consideration Period"); and she does hereby waive this 21 day Consideration Period and desires to execute this Agreement immediately without further delay; and (iii) that she has voluntarily and knowingly signed this Agreement in exchange for valuable consideration that she would not have otherwise received. The Parties agree that on February 26, 2021 that this Agreement was delivered via e-mail to Hampton's counsel, and that the Consideration Period will commence on March 1, 2021.

6. **Administrative Leave.** Hampton will be placed on paid administrative leave ("Administrative Leave") during the Consideration Period and the Revocation Period. While on Administrative Leave, Hampton will not be required to be in the office and will not have any job responsibilities. The Administrative Leave is subject to the following conditions: (a) if Hampton does not submit a signed Agreement to counsel for the City, Steven A. Rowe, prior to the expiration of the Consideration Period, the Administrative Leave will terminate, and the City's settlement offer/agreement to settle will be automatically withdrawn; and (b) if Hampton timely

revokes her signature on the Agreement during the Revocation Period, the Administrative Leave will terminate, and the City's settlement offer/agreement to settle will be automatically withdrawn.

7. **Employee's Rights.** Hampton understands and agrees that, notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to and/or shall: (a) constitute an unlawful release or waiver of any of Hampton's rights under any laws; or (b) prevent, impede, or interfere with Hampton's ability or right to: (1) provide truthful testimony if under subpoena to do so; and (2) to respond as otherwise required and/or provided for by law. Notwithstanding anything to the contrary in any Paragraph of this Agreement, nothing in this Agreement is intended to be or shall be construed as a violation of any law. Hampton also understands and agrees that, notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to or shall prevent, impede, or interfere with Hampton's ability or right to file any charge or complaint with, or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, and/or any other federal, state, or local governmental entity. However, in consideration for the Payment provided by the City in Paragraph 1 of this Agreement, Hampton agrees to give up, release, discharge, and waive any right she has and/or may have to any victim-specific relief (including monetary relief) from the City for any charge, claim, or complaint filed by her or filed on her behalf by the Equal Employment Opportunity Commission and/or any other governmental agency. Hampton does not give up, release, discharge and waive any right she has and/or may have to any relief (including monetary relief) for any claims that may arise based on events occurring after she signs this Agreement.

8. **Nondisparagement.** Hampton agrees that she will not disparage or defame the City or any of the Released Parties, or the City's products, services, officers (in their capacity as officers of the City), employees (in their capacity as employees of the City), or business activities. Hampton agrees that, for purposes of this provision, "disparage" means and includes, without limitation, making, publishing, releasing, disseminating, or causing the making, publication, release, or dissemination of, any written or verbal remark, statement, or other communication or information that is intended to, tends to, or does impugn, belittle, discredit, injure, or cast in a negative light the quality, character, reputation, competence, ability, or performance of the City or any of the Released Parties or any of the City's products, services, officers (in their capacity as officers of the City), employees (in their capacity as employees of the City), or business activities. This Agreement does not prevent Hampton from providing truthful information in response to a lawfully issued subpoena, or to any state or federal agency with jurisdiction over Hampton.

The City agrees that it will not disparage or defame Hampton. The City agrees that, for purposes of this provision, "disparage" means and includes, without limitation, making, publishing, releasing, disseminating, or causing the making, publication, release, or dissemination of, any written or verbal remark, statement, or other communication or information that is intended to, tends to, or does impugn, belittle, discredit, injure, or cast in a negative light the quality, character, reputation, competence, ability, or performance of Hampton.

This Agreement does not prevent the City from providing truthful information in response to a lawfully issued subpoena, or to any state or federal agency with jurisdiction over the City. For purposes of this Paragraph only, "City" shall be defined as its Mayor, Councilmembers, City Manager and Assistant City Managers.

9. **Severability.** All provisions of this Agreement are severable, and if any of them is determined to be invalid or unenforceable for any reason, the remaining provisions and portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

10. **Entire Agreement; Persons/Entities Bound by the Agreement.** This Agreement sets forth the entire understanding of the Parties to this Agreement. All prior negotiations are merged into this Agreement. All understandings and agreements are expressly set forth herein. No party has made any settlement, representation, warranty, or other commitment in connection with the issues addressed in this Agreement that has not been expressly set forth herein. No party has relied upon or been induced by any agreement, representation, warranty, or other commitment from another party that has not been expressly set forth herein. This Agreement shall be binding upon and inure to the benefit of Hampton and to the benefit of each of the Released Parties and their respective successors and assigns.

11. **Amendments.** No amendment, modification, termination, or waiver of all or any part of the Agreement shall be valid unless the same is in writing and signed by all parties hereto.

12. **No Waiver.** No failure or delay by any party to enforce any right specified by this Agreement will operate as a waiver of such right, nor will any single or partial exercise of a right preclude any further or later enforcement of the right.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of North Carolina.

14. **Liens.** Hampton certifies that she is not a recipient of Medicare benefits and represents that she has incurred no medical bills reportable to or payable by Medicare related to her claims. Hampton relieves the Released Parties of any responsibility for reimbursement of

any liens against the proceeds of this settlement. This is to include any provider of medical benefits, Medicare benefits, workers' compensation benefits, insurance benefits, wage loss benefits, child support liens, or any and all other providers of benefits to Hampton. The reimbursement for any such benefits paid will be the sole responsibility of Hampton. The Released Parties will have no responsibility for reimbursement.

15. **Resignation of Employment.** Hampton agrees as a material part of the Agreement and in consideration of the Payment set forth in Paragraph 1 that she will voluntarily resign her employment with the City on the eighth day following her execution of the Agreement, as long as she has not revoked the Agreement pursuant to Paragraph 23. In addition, Hampton agrees in the future that she will not apply for or accept employment with the City.

16. **Confidentiality.** Hampton agrees that as a material inducement to all Parties to enter into this Agreement, Hampton, the City and the Parties' attorneys agree to keep strictly confidential any matter pertaining to this Agreement, consideration paid, or the fact or terms of settlement negotiations, and agree that any matter pertaining to this Agreement shall not be disclosed to anyone by Hampton, the City or the Parties' attorneys. As illustration, but without limitation, Hampton, the City and the Parties' attorneys will not cause any information to be published in any newspaper, periodical, journal, magazine, publication, radio or television station or in any electronic medium, including on the Internet, and if questioned regarding the case will respond with "no comment" or words to that effect or "the matter is resolved" or words to that effect. Hampton, the City and the Parties' attorneys may disclose this Agreement where it is necessary to do so for legal, accounting, tax, or insurance purposes, but only if such person is made aware of this Confidentiality Clause and agrees to be bound to it. Hampton, the City and the Parties' attorneys may not reveal the details of this Agreement in altered, disguised,

sanitized, or redacted form such that the names of the Parties are altered, disguised, or omitted but the details of the settlement are otherwise revealed. Hampton, the City and the Parties' attorneys agree not to release the details of this Agreement to the public in any form that would jeopardize the confidentiality of the terms of this Agreement. Hampton, the City and the Parties' attorneys further agree not to release the details of this Agreement to the public in any form that would jeopardize the confidentiality of the terms of this Agreement except as may be required by law (including a valid request by any governmental entity or agency) or by Court Order or subpoena. Hampton acknowledges the City's obligation to report this settlement as required by law pursuant to N.C.G.S. §143-318.11(a)(3), that this Agreement is a public record, and that the City is obligated to allow an inspection/produce a copy of this Agreement, if requested, pursuant to N.C.G.S. §§132-1.3 and 132-6, or any other law. The production of this Agreement by the City, pursuant to a public record's request, does not eliminate the Parties' obligations under this or any other provisions of this Agreement, all of which will remain in full force and effect.

17. **Reference.** Hampton will direct any reference requests to the City's Director of Human Resources, who is Kena Cofield-Jones. The reference will be limited to Hampton's position held; dates of employment; and rate of pay. In addition, the City agrees to provide a letter, which contains this same information. The letter is attached and marked as Exhibit A.

18. **Withdrawal of EEOC Charge.** Within ten business days of Hampton's counsel's receipt of the checks representing the Payment, Hampton's counsel will send a written communication requesting his client's withdrawal of her EEOC Charge (Charge No. 433-2020-02870) to the EEOC, Raleigh Area Office ("Request"). Hampton's counsel will not disburse the Payment to Employee or his firm until the Request is sent to the EEOC, Raleigh Area Office AND a copy of the Request is sent via email to Steven A. Rowe, who is counsel for the City.

19. **Capacity.** The Parties hereby warrant that each is competent to enter into this Agreement, and that no court or other tribunal of competent jurisdiction has found any of them to be incompetent or otherwise incapable of handling their business affairs or entering into a binding agreement or contract.

20. **Enforcement of Agreement.** Hampton agrees that she will be responsible for reasonable expenses, including legal fees, incurred by the City for any enforcement of this Agreement, should that necessity arise.

21. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the assigns, heirs, executors, and administrators of Hampton.

22. **Additional Acknowledgements.** Hampton acknowledges:

- I have read this Agreement, and I understand its legal and binding effect. I am knowingly and voluntarily executing this Agreement of my own free will.
- No other promises or agreements of any kind have been made to or with me by any person or entity to cause me to sign this Agreement.
- I have had the opportunity to seek, and the City has expressly advised me to consult with, an attorney and to seek legal counsel prior to signing this Agreement.

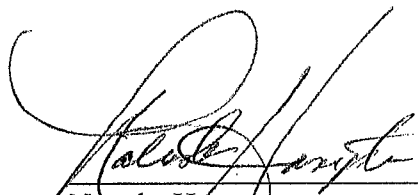
I understand that in signing this Agreement, I am releasing the Released Parties from any and all claims I may have against them that arise from any act, omission, transaction, or event occurring up to and including the date of the Agreement and that relate to my employment with the City.

23. **Period of Revocation.** BY HER SIGNATURE BELOW, HAMPTON UNDERSTANDS AND ACKNOWLEDGES THAT SHE HAS THE RIGHT TO REVOKE THIS AGREEMENT FOR A PERIOD OF SEVEN (7) DAYS ("Revocation Period") FOLLOWING HER EXECUTION OF THIS AGREEMENT BY DELIVERING WRITTEN

NOTICE OF SUCH REVOCATION TO THE CITY'S COUNSEL AT THE FOLLOWING ADDRESS: STEVEN A. ROWE, POYNER SPRUILL LLP, 1151 FALLS ROAD, SUITE 1000, ROCKY MOUNT, NORTH CAROLINA 27804. HAMPTON FURTHER ACKNOWLEDGES AND AGREES THAT UPON THE EXPIRATION OF THIS SEVEN (7) DAY REVOCATION PERIOD, THIS AGREEMENT SHALL BE FULLY VALID, EFFECTIVE AND ENFORCEABLE.

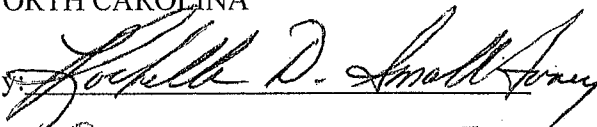
24. NATASHA HAMPTON ACKNOWLEDGES AND AGREES THAT SHE HAS BEEN ADVISED THIS AGREEMENT IS A BINDING LEGAL DOCUMENT, AND THAT SHE HAS HAD ADEQUATE TIME AND REASONABLE OPPORTUNITY TO REVIEW IT, AND THAT IN EXECUTING THE AGREEMENT SHE HAS ACTED VOLUNTARILY AND HAS NOT RELIED UPON ANY REPRESENTATION MADE BY ANY OF THE RELEASED PARTIES OR THEIR REPRESENTATIVES REGARDING THIS AGREEMENT'S SUBJECT MATTER OR EFFECT.

AGREED AND UNDERSTOOD:



Natasha Hampton

CITY OF ROCKY MOUNT,
NORTH CAROLINA

By: 

Name: ROCHELLE SMALL-TONEY
Title: CITY MANAGER

STATE OF NC

COUNTY OF Nash

I, a Notary Public of the County and State aforesaid, do hereby certify that Natasha Hampton, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 29th day of March, 2021.

[Handwritten Signature]

Notary Public
Khamis R K Siman
NOTARY PUBLIC
Nash County, NC
My Commission Expires April 01, 2023
(SEAL)

My Commission Expires: 04-01-2023

STATE OF NC

COUNTY OF Nash

I, a Notary Public for said County and State aforesaid, do hereby certify that Rochele Small-Toney, as City Manager of the City of Rocky Mount, North Carolina, personally appeared before me this day, acknowledging to me that he/she signed the foregoing document.

Witness my hand and official stamp or seal, this the 5th day of April, 2021.

[Handwritten Signature: Kara M. Norris]
Notary Public

My Commission Expires: 03/04/2023

(SEAL) **KARA M NORRIS
NOTARY PUBLIC
NASH COUNTY, NC**



ROCKY MOUNT
HUMAN RESOURCES
THE CENTER OF IT ALL

April 7, 2021

EMPLOYMENT VERIFICATION

To Whom It May Concern:

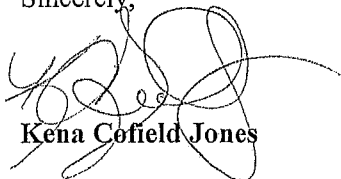
From May 21, 2018 through April 6, 2021, Ms. Natasha Hampton was employed as an assistant city manager for the City of Rocky Mount. Ms. Hampton's duties as assistant city manager included:

- overseeing assigned departments
- overseeing implementation of the City's strategic plans, initiatives and directives, and special projects within the organization as it relates to areas of responsibility,
- coordinating the preparation and submission of operating and capital expenditure budgets tied to areas of responsibility,
- meeting and corresponding with citizen, professional, business, and other groups to address concerns, seek input regarding upcoming projects and solicit formal and informal service delivery feedback as required or needed, and
- representing the interests of the City to outside groups, organizations, and regulatory agencies at the state and federal levels.

Ms. Hampton's most recent compensation was in the amount of \$161,975.06 per year.

We thank Ms. Hampton for her service to the City of Rocky Mount.

Sincerely,



Kena Coffield Jones

Director of Human Resources

