

**GLOUCESTER COUNTY INSURANCE COMMISSION  
AUTHORIZING LIABILITY SETTLEMENT WITH  
WILLIAM ADAMS AND ROBIN ADAMS**

**WHEREAS**, William Adams has filed a claim against the Gloucester County Insurance Commission involving an incident which occurred on or about October 6, 2010 in Washington Lake Park, Sewell, New Jersey, involving Sheriff's Officer Anthony DiCicco and Sheriff's K-9 Nomad (hereinafter "incident" or "the incident"), and;

**WHEREAS**, the incident subsequently resulted in the filing of a lawsuit styled as William Adams and Robin Adams v. County of Gloucester, et al. in the Superior Court of New Jersey, Gloucester County, Law Division, Docket No. GLO-1138-11 (hereafter "action" or "the action"), and;

**WHEREAS**, the aforementioned claim and action so filed have now been resolved, and;

**WHEREAS**, a "GENERAL RELEASE" (hereinafter "Release") has been executed by the Plaintiffs, William Adams and Robin Adams (hereinafter "Plaintiffs" and/or "the Plaintiffs", on January 11, 2012, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A", and;

**WHEREAS**, the Plaintiffs have agreed to bind all of their representatives, heirs, and assigns to the terms of the Release, and;

**WHEREAS**, said Release contains the Plaintiffs' covenants to Dismiss the action with prejudice and forever release Gloucester County Insurance Commission from any claims, disputes, causes of action, controversies and demands whatsoever, in law or in equity, known and/or unknown, anticipated and/or unanticipated, suspected and/or unsuspected, as set forth in Paragraphs 1 and 2 of Exhibit "A", and;

**WHEREAS**, said Release also contains a "Non-Admission of Liability" provision, wherein the Plaintiffs' specifically acknowledge that the Release is not intended, nor should it be intended to be an admission of any liability wrongdoing, or impropriety by the released parties, as set forth in Paragraph 5 of Exhibit "A", and;

**WHEREAS**, said Release also includes a provision wherein Plaintiffs' certify that no liens exist against the settlement proceeds, and that if a claim is made by anyone to enforce any lien, Plaintiffs agree that they will satisfy said lien in full, as set forth in Paragraph 7 of Exhibit "A," and;

**WHEREAS**, the Release also contains a provision stating that Plaintiffs' will bear all of their attorneys' fees and costs arising from the aforementioned action, as set forth in Paragraph 9 of Exhibit "A," and;

**WHEREAS**, the consideration binding said release is \$150,000.00, and;

**WHEREAS**, the Release has been evaluated by defense counsel for the Gloucester County Insurance Commission, and;

**WHEREAS**, the Gloucester County Insurance Commission believes that it is in its' best interests to enter into the Release with Plaintiffs so as to ensure that all matters set forth in and involving the claim and action are forever resolved,

Now therefore

**BE IT RESOLVED**, by the Gloucester County Insurance Commission that disposition of the claim filed by the above referenced individual is authorized as follows:

<u>CLAIMANT</u>	<u>PETITION NO.</u>	<u>AMOUNT OF AWARD</u>
William Adams	GLO-I138-11	\$185,000.00

**BE IT FURTHER RESOLVED**, that the proper Commission officials and/or their agents, be and are hereby authorized to execute such documents as shall be necessary to effect the disposition set forth.

**ADOPTED** by THE GLOUCESTER COUNTY INSURANCE COMMISSION at a properly noticed meeting held on January 26, 2012.

**ADOPTED:**

  
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**GERALD A. WHITE, CHAIRMAN**

**ATTEST:**

  
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**DEAN SIZEMORE, SECRETARY**