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CHAUNCEY SCOTT; AND DONNA SCOTT. AND  
ERNEST SCOTT. HIS PARENTS.

**COMPLAINT**

SUPERIOR COURT OF NEW JERSEY  
MIDDLESEX COUNTY  
LAW DIVISION - CIVIL  
DOCKET NO. MID L 1536 08

DUNELLEN BORO; POLICE DÉPARTMENT OF DUNELLEN;  
MAYOR OF DUNELLEN, COUNCIL OF DUNELLEN;  
COUNCIL MEMBERS OF DUNELLEN; CHIEF OF POLICE OF DUNELLEN;  
DUNELLEN BUSINESS ADMINISTRATOR (WILLIAM ROBINS); "JOHN AND MARY  
SMITH" 1- 30; SUPERVISORY, SUPERIOR AND PATROL OFFICERS AND  
EMPLOYEES "DOE" OF THE DUNELLEN POLICE DEPARTMENT; J. DEANGELO;  
JAMES DANIELS; AND RICHARD DELUCA (ALL OF THE AFORESAID DEFENDANTS  
ARE REFERRED TO IN THE BODY OF THE COMPLAINT AS "DUNELLEN  
DEFENDANTS" UNLESS OTHERWISE NOTED).

BY WAY OF COMPLAINT AGAINST THE DEFENDANTS, PLAINTIFFS RESIDING IN  
THE CITY OF PLAINFIELD, NEW JERSEY SAY:

**VENUE**

THE BORO OF DUNELLEN IS LOCATED IN MIDDLESEX COUNTY, NEW JERSEY.

**COMMON ALLEGATIONS**

1. THE TITLE 59 NOTICE (INITIAL) OF CLAIM (HEREINAFTER REFERRED TO AS "NOTICE") DATED 22 MAY 06 IS MADE A PART HEREOF AS THOUGH FORMALLY SET FORTH HERIN AT LENGTH.
2. SAID "NOTICE" IS ATTACHED HERETO AND MADE A PART HEREOF TO THE EXTENT PROVIDED HEREIN.
3. SAID NOTICE, DUE TO A CLERICAL/TYPOGRAPHICAL ERROR MISTAKENLY SETS FORTH THE DATE OF ILLEGAL CONDUCT AS FEBRUARY 11, 2006 INSTEAD OF THE CORRECT DATE OF FEBRUARY 22, 2006.
4. THE MIDDLESEX COUNTY MUNICIPAL JOINT INSURANCE FUND BROUGHT THIS TYPOGRAPHICAL ERROR TO THE ATTENTION OF PLAINTIFFS' ATTORNEY SHOTRTLY AFTER ITS RECEIPT OF THE "NOTICE".
5. INCONSISTENCIES AND/OR CONTRADICTIONS IN THE "NOTICE", IF ANY, ARE TO BE DETERMINED, APPLIED, AND INTERPRETED TO THE BENEFIT OF, BEST INTERESTS OF, AND MOST FAVORABLE TO, PLAINTIFFS, AND AS SUCH ARE WITHOUT PREDJUDICE OR ADVERSE TO THE INTERESTS AND RIGHTS OF PLAINTIFFS.
6. THE CONDUCT OF THE DEFENDANTS, ONE OR MORE OF THEM, COMMENCED ON 22 FEB 06 AND CONTINUED THEREAFTER, IN WHOLE OR IN PART, UNTIL THE PRESENT TIME., AND IN WHOLE OR IN PART, IS EXPECTED TO CONTINUE IN THE FUTURE
7. AS SUCH THIS COMPLAINT MAY BE AMENDED (OR NOT DUE TO THE NOTICE PLEADING LAW OF NEW JERSEY). TO THE EXTENT NECESSARY, IF ANY, AND/OR A SEPARATE COMPLAINT MAY BE FILED.
8. TO THE EXTENT ANY DEFENDANT ASSERTS IT HAS NOT RECEIVED A "NOTICE", THEN AT THE LEAST, CIVIL RIGHT VIOLATIONS AND CONSTITUTIONAL RIGHTS VIOLATIONS AND/OR ANY OTHER CLAIMSARE WHICH ARE NOT SUBJECT TO ANY "NOTICE" REQUIREMENTS ARE REMAIN AND AS SUCH ARE APPLICABLE AND VIABLE.EACH CLAIM IN THE NOTICE WHETHER THEY BE CIVIL RIGHTS VIOLATIONS, FEDERAL OR STATE; CONSTITUTIONAL RIGHTS VIOLATIONS, WHETHER FEDERAL OR STATE; ANY AND ALL OTHER CLAIMS, FEDERAL OR STATE, NOT SUBJECT TO A NOTICE AND ALL CLAIMS WHICH ARE SUBJECT TO "NOTICE"

ARE SEPARATE AND DISTINCT CAUSES OF ACTION, AND AS SUCH CONSTITUTE A SEPARATE AND DISTINCT COUNT AS TO EACH IN THIS COMPLAINT AS THOUGH THEY WERE SET FORTH BY A SEPARATELY NUMBERED COUNT.

9. DEFENDANT DUNELLEN POLICE DEPARTMENT, THE DEFENDANT DOES 1-30, THE DEFENDANT CHIEF OF POLICE, THE DEFENDANTS DEANGELO, DANIELS, AND DELUCA ILLEGALLY, REFUSED, NEGLECTED, FAILED, AND OTHERWISE ILLEGALLY WOULD NOT PROVIDE DISCOVERY TO WHICH PLAINTIFF CHAUNCEY SCOTT WAS ENTITLED TO, AS REQUIRED BY LAW, IN CONNECTION WITH THE EVENTS RELATING TO AND ARISING OUT OF THE CHARGING, ARREST, CONFINEMENT, PROSECUTION, ETC., OF HIM, BEGINNING ON 22 FEB 06 TOGETHER WITH ANY AND ALL OTHER ILLEGAL CONDUCT RELATING TO AND CONCERNING CHAUNCEY THAT HAPPENED TO HIM AND TO WHICH HE WAS SUBJECTED BY THE AGENTS SERVANTS AND/OR EMPLOYEES OF THE DEFENDANT DUN ELLEN POLICE DEPARTMENT BEGINNING ON 22 FEB 06.
10. AS OF 22 FEBRUARY 2008, THE AFORESAID DISCOVERY. HAS STILL NOT BEEN PROVIDED.
11. ONE OF THE CONSEQUENCES OF SAID DISCOVERY IS THAT CHAUNCEY AS WELL AS HIS PARENTS HAVE BEEN UNABLE TO LEARN THE IDENTITIES OF ANY OTHERS WHO SHOULD BE NAMED IN THIS COMPLAINT.
12. AS SUCH, THE DEFENDANTS "SMITH 1-30", AND THE DEFENDANTS "DOE 1 - 30" ARE FICTITIOUS IN NAME, THEIR TRUE NAMES BEING UNKNOWN.

**FIRST THROUGH LAST COUNT:**

1. THE **COMMON ALLEGATIONS** AFORESAID ARE SET FORTH HEREIN AS THOUGH FORMALLY ENUNCIATED AT LENGTH.
2. TO THE EXTENT THERE IS ANY INCONSISTENCY OR ARE ANY INCONSISTENCIES, OR CONTRADICTION OR CONTRADICTIONS IN THE **COMMON ALLEGATIONS**, THEN THEY ARE TO BE INTERPRETED, APPLIED, AND DETERMINED TO THE BENEFIT OF, BEST INTERESTS OF, AND MOST FAVORABLE TO, PLAINTIFFS, AND AS SUCH AS WITHOUT PREDJUDICE OR ADVERSE TO THE INTEREST AND RIGHTS OF PLAINTIFFS.
3. THE ILLEGAL CONDUCT ON THE PART OF THE DEFENDANTS, ONE OR MORE OF THEM IS SET FORTH HEREIN AS THOUGH FORMALLY ENUNCIATED AT LENGTH.
4. AS THE RESULT OF THE ILLEGAL CONDUCT OF THE DEFENDANTS, ONE OR MORE OF THEM, AS SET FORTH IN THE "NOTICE", THE PLAINTIFFS, ONE OR MORE OF THEM HAVE SUFFERED THE DAMAGES, INJURIES, AND ADVERSE CONSEQUENCES DUE TO THE ILLEGAL CONDUCT OF THE DEFENDANTS, ONE OR MORE OF THEM, AS SET FORTH IN THE SAID "NOTICE" AS WELL AS ANY AND ALL OTHER DAMAGES, ADVERSE CONSEQUENCES AND INJURIES FLOWING THEREFROM AND/OR RELATING THERETO, WHICH SUCH DAMAGES, INJURIES AND ADVERSE CONSEQUENCES ARE CONTINUING AND ONGOING, IN WHOLE OR IN PART.

WHEREFORE EACH PLAINTIFF DEMANDS JUDGEMENT FOR THE INJURIES, DAMAGES AND ADVERSE CONSEQUENCES AS SET FORTH AFORESAID, FOR DAMAGES, COMPENSATORY AND/OR PUNITIVE AND/OR EXEMPLARY AND/OR TREBEL IN NATURE TO THE EXTENT ALLOWED BY LAW, AS WELL AS ALL OTHER DAMAGES, REMEDIES AND RELIEF ALLOWED BY LAW, TOGETHER WITH COUNSEL/ATTORNEYS' FEES/CHARGES, COSTS, LEGAL EXPENSES, AND ALL OTHER EXPENSES. TOGETHER WITH INTEREST.

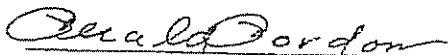
**JURY DEMAND**

TRIAL BY JURY OF TWELVE IS DEMANDED.

**CERTIFICATION**

IT IS BELIEVED THERE ARE NO OTHER PARTIES WHICH ARE NEEDED BY PLAINTIFFS TO BE INCLUDED IN THIS COMPLAINT, OTHER THAN THOSE IDENTIFIED IN THE COMPLAINT NAMED FICTITIOUSLY.

THERE ARE NO OTHER ACTIONS AT LAW, ARBITRATION, OR OTHERWISE PENDING, TO THE BEST OF PLAINTIFFS' KNOWLEDGE AND BELIEF.



GERALD GORDON, ATTORNEY FOR PLAINTIFFS

DATED 22 FEBRUARY 2008

**Golden, Rothschild, Spagnola, Lundell, Levitt & Boylan, P.C.**

1011 Route 22 West, Suite 300

P.O. Box 6881

Bridgewater, NJ 08807

Telephone: 908-722-6300

Attorneys for Defendants, Borough of Dunellen, Police Department of Dunellen, William S. Robins,  
Council of Dunellen and Richard DeLuca

Our File No. 20.72575

**CHAUNCEY SCOTT; AND DONNA SCOTT  
AND ERNEST SCOTT, HIS PARENTS,****Plaintiffs,**

vs.

**DUNELLEN BORO; POLICE  
DEPARTMENT OF DUNELLEN; MAYOR  
OF DUNELLEN, COUNCIL OF DUNELLEN;  
COUNCIL MEMBERS OF DUNELLEN;  
CHIEF OF POLICE OF DUNELLEN;  
DUNELLEN BUSINESS ADMINISTRATOR  
(WILLIAM ROBINS); "JOHN AND MARY  
SMITH" 1-30; SUPERVISORY, SUPERIOR  
AND PATROL OFFICERS AND  
EMPLOYEES "DOE" OF THE DUNELLEN  
POLICE DEPARTMENT; J. DEANGELO;  
JAMES DANIELS; AND RICHARD  
DELUCA (ALL OF THE AFORESAID  
DEFENDANTS ARE REFERRED TO IN  
THE BODY OF THE COMPLAINT AS  
"DUNELLEN DEFENDANTS" UNLESS  
OTHERWISE NOTED),****Defendants.****UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY****CIVIL ACTION NO.  
08-4722 (SRC-MAS)****SETTLEMENT AGREEMENT AND  
RELEASE**

This Settlement Agreement and Release is entered into on this \_\_\_\_\_ day of \_\_\_\_\_

2009 by and among Plaintiffs, CHAUNCEY SCOTT, DONNA SCOTT and ERNEST SCOTT, his  
parents, (hereinafter referred to as "Plaintiffs"), and the BOROUGH OF DUNELLEN, through their  
respective counsel in settlement of the civil action captioned CHAUNCEY SCOTT; AND DONNA  
SCOTT AND ERNEST SCOTT, HIS PARENTS, Plaintiffs vs. DUNELLEN BORO; POLICE

DEPARTMENT OF DUNELLEN; MAYOR OF DUNELLEN, COUNCIL OF DUNELLEN; COUNCIL MEMBERS OF DUNELLEN; CHIEF OF POLICE OF DUNELLEN; DUNELLEN BUSINESS ADMINISTRATOR (WILLIAM ROBINS); "JOHN AND MARY SMITH" 1-30; SUPERVISORY, SUPERIOR AND PATROL OFFICERS AND EMPLOYEES "DOE" OF THE DUNELLEN POLICE DEPARTMENT; J. DEANGELO; JAMES DANIELS; AND RICHARD DELUCA (ALL OF THE AFORESAID DEFENDANTS ARE REFERRED TO IN THE BODY OF THE COMPLAINT AS "DUNELLEN DEFENDANTS" UNLESS OTHERWISE NOTED), Defendants, venued in the United States District Court for the District of New Jersey, bearing Civil Action No. 08-4722 (SRC-MAS), (hereinafter referred to as "Lawsuit"). For purposes of this Settlement Agreement and Release, the term "Plaintiffs" shall mean and include Chauncey Scott, Donna Scott, Ernest Scott and any and all of their heirs, representatives, successors and assigns. The term "Borough" shall mean and include the Borough of Dunellen, its Departments, its present and former elected and appointed officials, officers, directors, agents, administrators, attorneys, representatives, and employees.

#### RECITALS

WHEREAS, the Complaint alleged that the Borough of Dunellen, the Police Department of the Borough of Dunellen, the Mayor of Dunellen (not specifically identified or named), the Council of Dunellen, Council Members of Dunellen (not specifically identified or named), the Chief of Police of Dunellen (not specifically identified or named), William Robins, Jonathan DeAngelo, James Daniels and Richard DeLuca, alternatively or collectively engaged in violations of Constitutions of the United States and New Jersey Constitution, unlawful suspension and revocation of driving privileges, intentional and negligent infliction of emotional distress, outrage, intrusion, discrimination, official misconduct, improper hiring, training, supervision, invasion of privacy, false light, defamation, falsification of public records, unlawful taking of monies; and,

WHEREAS, the Mayor of Dunellen, the Council Members of Dunellen and the Chief of Police of Dunellen have never been specifically identified or named in the Complaint and have never been served with the Complaint, they are not represented by counsel.

WHEREAS, the Borough of Dunellen and the Non-Settling Defendants (hereafter defined) through their respective counsel, filed Notices of Appearance in lieu of Answers; and,

WHEREAS, the Plaintiffs' counsel has advised the Defendants' respective counsel that the Plaintiffs will voluntarily dismiss the Complaint with prejudice against the Police Department of Dunellen, William M. Robins, the Council of Dunellen, Richard DeLuca, James Daniels and Jonathan DeAngelo (hereinafter collectively referred to as the "Non-Settling Defendants"); and,

WHEREAS, the Non-Settling Defendants do not admit liability or any wrongdoing of any kind; and,

WHEREAS, the Borough of Dunellen does not admit liability or any wrongdoing of any kind by itself, its Departments, its present and former elected and appointed officials, officers, directors, agents, administrators and past and present employees; and,

WHEREAS, the parties desire to enter into this Settlement Agreement and Release and fully and finally resolve all claims of the Plaintiffs asserted in this litigation against the Borough of Dunellen and the Non-Settling Defendants;

NOW, THEREFORE, and based upon the foregoing, Plaintiffs and the Borough of Dunellen agree as follows:

1. Independent of, and not as consideration for this Settlement Agreement and Release, the Plaintiffs shall dismiss this Lawsuit with prejudice as to the Non-Settling Defendants by executing and filing for these Non-Settling Defendants the Voluntary Dismissals with Prejudice, annexed to this Agreement as **Exhibits A and B**. Copies of the executed and filed Voluntary Dismissals with Prejudice

shall be served upon the respective counsel for the Non-Settling Defendants within seven (7) days of their receipt by counsel for the Plaintiffs.

2. Independent of, and not as consideration for this Settlement Agreement and Release, the Plaintiffs will release any and all claims they asserted or could have asserted against the Non-Settling Defendants in this or any other forum by executing this Settlement Agreement and Release.

3. Independent of, and not as consideration for this Settlement Agreement and Release, the Borough of Dunellen and Non-Settling Defendants will each release any and all claims they could have asserted against the Plaintiffs in this or any other forum by executing this Settlement Agreement and Release.

4. The total settlement amount is \$7,500.00. The total settlement amount of \$7,500.00 is in full satisfaction of all claims of the Plaintiffs asserted against the Borough of Dunellen and the Non-Settling Defendants as more fully pleaded in the Complaint filed in this matter and/or alleged in the course of discovery including claims for all attorneys fees and litigation costs and expenses which the Plaintiffs incurred in this lawsuit.

5. The Borough of Dunellen, through the Middlesex County Municipal Joint Insurance Fund, shall pay the Plaintiffs the settlement amount of \$7,500.00 as follows: A draft in the amount of \$7,500.00 payable to Gerald D. Gordon, Esq., and Chauncey Scott, Donna Scott and Ernest Scott, his parents, within thirty (30) days of the full execution of this Settlement Agreement and Release, and Voluntary Dismissals with Prejudice as to the Police Department of Dunellen, William M. Robins, the Council of Dunellen, Richard DeLuca, James Daniels and Jonathan DeAngelo.

6. The parties expressly acknowledge and agree that the \$7,500.00 settlement payment by the Borough of Dunellen, through the Middlesex County Municipal Joint Insurance Fund, is for all of the claimed damages, including, but not limited to, constitutional violations and the physical, mental,

emotional, and psychological injuries, which the Plaintiffs have asserted against the Borough of Dunellen and the Non-Settling Defendants in the Complaint and/or in the course of discovery, and for the attorneys fees and litigation costs and expenses incurred by the Plaintiffs in this Lawsuit.

7. The Plaintiffs expressly acknowledge and agree that all claims for wages and medical expenses, paid or unpaid, and/or liens asserted for wages and medical expenses, paid or unpaid, will be satisfied from the proceeds of this settlement.

8. The Plaintiffs, the Plaintiffs's counsel, the Borough of Dunellen and the Non-Settling Defendants and their respective counsel expressly waive and release each other from any and all claims for attorneys' fees and costs, including, but not limited to, those claims for attorneys' fees and costs allowed under Title VII of the Civil Rights Act, the Civil Rights Acts of 1871 as amended, 42 U.S.C. Section 1983 and 1991, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq. ("LAD"); the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq. ("NJCRA"); and any other law or Statute, Federal or State or local law or ordinance. The Plaintiffs and the Plaintiffs' counsel and the Borough of Dunellen and the Non-Settling Defendants, and their respective counsel shall not bring any action in the United States District Court, the Superior Court of New Jersey, or in any other forum for any attorneys' fees or litigation expenses and costs against each other. This provision fully and finally waives and extinguishes the right of the Plaintiffs and Plaintiffs' counsel to recovery of attorneys' fees or costs against both the Borough of Dunellen and Non-Settling Defendants, and fully and finally waives and extinguishes the right of the Borough of Dunellen and the Non-Settling Defendants, and their respective counsel, to recovery of attorneys' fees or costs against Plaintiffs. By executing this Settlement Agreement and Release, the Plaintiffs certify that they have complied with the provisions of N.J.S.A. 2A:17-56.23b and are not child support judgment debtors.

9. The Plaintiffs assume all responsibilities and liabilities for any and all taxes, including

penalties, interest and fines that may be imposed on them by any taxing authorities on any portion of the \$7,500.00 settlement payment. Plaintiffs agree to release, hold harmless and indemnify both the Borough of Dunellen and the Non-Settling Defendants, from all responsibilities and liabilities for any taxes, including fines, penalties and interest, that may be imposed on them by any taxing authority on any portion of this settlement payment. In no circumstance will the Borough of Dunellen or any of the Non-Settling Defendants have any responsibilities or liabilities for any taxes that may be imposed on the Plaintiffs as a result of this settlement payment. All such responsibilities and liabilities rest solely with the Plaintiffs. A 1099 Form will be issued to Gerald Gordon, Esq., (Social Security Number ~~XXXXXXXXXX~~) reflecting this settlement payment. The Borough of Dunellen and the Non-Settling Defendants make no representations regarding the Federal or State tax consequences of the payments referred to above and shall not be responsible for any tax liability, interest or penalty incurred by Plaintiffs, which in any way arises out of or is related to said payment.

10. All communications between the parties, whether regarding the execution and implementation of this Settlement Agreement and Release or for any other reason, shall only be through their respective counsel, with the parties having no direct contact. The parties will make all reasonable efforts to avoid direct contact hereafter, and to the extent that any further contact is necessary, will do so only through their respective counsel.

11. This Agreement does not constitute and shall in no manner be construed as an admission of any wrongdoing or liability by any of the Borough of Dunellen or the Non-Settling Defendants, or as an admission by the Borough of Dunellen or the Non-Settling Defendants of the validity of any of the Plaintiffs' allegations as contained in their Complaint and/or as asserted during the course of discovery. All Defendants continue to maintain the validity of the denials and affirmative defenses available to them and which could have been asserted in their respective Answers to the Complaint.

12. The Borough of Dunellen is settling this matter for the dismissal of the pending official capacity claims still pending. Further, all claims against the Non-Settling Defendants will be voluntarily dismissed with Prejudice.

13. The Plaintiffs, the Borough of Dunellen, and the present and former elected and appointed officials, officers, directors, agents, administrators and employees of the Borough of Dunellen and the Non-Settling Defendants expressly acknowledge and agree that they will not hereafter file, institute or claim, or cause to be filed, instituted or claimed, any charge, complaint, or legal and/or administrative proceeding of any kind in any venue or forum against each other, or any of the persons or entities released herein, for anything that has occurred up to and including the date of this Settlement Agreement and Release.

14. The Plaintiffs release and give up any and all claims, rights, actions and causes of action of any kind, both at law and equity, which they have, had or may have had against the Borough of Dunellen, its Departments, its present and former elected and appointed officials, officers, directors, agents, administrators, attorneys, representatives and employees and the Non-Settling Defendants and all of their heirs, representatives, successors and assigns. This Settlement Agreement and Release by the Plaintiffs of all claims includes those of which they are not aware and those which are not specifically mentioned in this Settlement Agreement and Release. This Settlement Agreement and Release applies to all claims resulting from anything that has happened up to the date of its execution by the Plaintiffs. Plaintiffs specifically release both the Borough of Dunellen and the Non-Settling Defendants from any and all claims, rights, actions and causes of action that were asserted or could have been asserted in the lawsuit captioned CHAUNCEY SCOTT; AND DONNA SCOTT AND ERNEST SCOTT, HIS PARENTS, Plaintiffs vs. DUNELLEN BORO; POLICE DEPARTMENT OF DUNELLEN; MAYOR OF DUNELLEN, COUNCIL OF DUNELLEN; COUNCIL MEMBERS OF

DUNELLEN; CHIEF OF POLICE OF DUNELLEN; DUNELLEN BUSINESS ADMINISTRATOR (WILLIAM ROBINS); "JOHN AND MARY SMITH" 1-30; SUPERVISORY, SUPERIOR AND PATROL OFFICERS AND EMPLOYEES "DOE" OF THE DUNELLEN POLICE DEPARTMENT; J. DEANGELO; JAMES DANIELS; AND RICHARD DELUCA (ALL OF THE AFORESAID DEFENDANTS ARE REFERRED TO IN THE BODY OF THE COMPLAINT AS "DUNELLEN DEFENDANTS" UNLESS OTHERWISE NOTED), Defendants, venued in the United States District Court for the District of New Jersey, bearing Civil Action No. 08-4722 (SRC-MAS), including all claims for attorneys' fees and litigation expenses and costs incurred in this Lawsuit. Plaintiffs further specifically release and give up any and all claims, rights, actions and causes of action that they have, had or may have had against the Borough of Dunellen and the Non-Settling Defendants, whether known or unknown to them, which arise out of, concern or relate to, either directly or indirectly, Plaintiffs' allegations contained in the Complaint and/or asserted during the course of discovery. Without limitation, the Plaintiffs expressly waive and release the Borough of Dunellen and the Non-Settling Defendants from any and all causes of action, claims or demands up to the date of this Settlement Agreement, known or unknown, including, but not limited to, violations of Constitutional Rights, both Federal and State, assault and battery, malicious prosecution, unlawful search and seizure, false arrest and false imprisonment and failure to act, failure to train, emotional distress, defamation, slander, libel or false imprisonment; in contract, whether express or implied; under any Employer policy, procedure or benefit plan (except vested benefits); for attorneys fees, and under any federal, state or local law or ordinance, including, but not limited to, Title VII of the Civil Rights Act, the Civil Rights Acts of 1871 as amended, 42 U.S.C. Section 1983 and 1991, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq. ("LAD"); and the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq. ("NJCRA"); and for harassment, discrimination and retaliation of any kind, or any other possible cause.

15. In the event the Plaintiffs bring a claim against the Borough of Dunellen and/or the Non-Settling Defendants, Plaintiffs' right or ability to conduct, seek and/or otherwise obtain discovery as to conduct, occurrences and/or information which occurred, is related to, or arose prior to the execution of this Settlement Agreement and Release, regardless of for whatever purpose, including, but not limited to, the Plaintiffs seeking to demonstrate prior bad acts or suggest a motive for the Defendants' allegedly improper actions as part of their claims in another proceeding, shall be determined by the court before which any such claim is pending.

16. By executing this Settlement Agreement and Release, the parties expressly certify, acknowledge, and represent that they have not assigned to any third-party any right or claim that any party has, may have or believes that the party has or may have against each other. The parties further certify that they have no other charges, claims and/or complaints of any kind pending against each other, and further covenant and certify that they will not file or cause to be filed any charge, claim or complaint of any kind against each other seeking civil and/or criminal sanctions, personal recovery and/or injunctive relief based upon any facts leading up to the date of the signing of this Settlement Agreement and Release. The parties certify that they have not assigned any claims and will not file any claims based upon any facts leading up to the date of the signing of this Settlement Agreement and Release.

17. The Borough of Dunellen and the Non-Settling Defendants release and give up any and all claims, rights, actions and causes of action of any kind, both at law and equity, which they have, had or may have had against Plaintiffs. This Settlement Agreement and Release by the Borough of Dunellen and the Non-Settling Defendants of all claims includes those of which they are not aware and those which are not specifically mentioned in this Settlement Agreement and Release. This Settlement Agreement and Release applies to all claims resulting from anything that has happened up to the date of its execution by the Borough of Dunellen and the Non-Settling Defendants. The Borough of Dunellen

and the Non-Settling Defendants specifically release Plaintiffs from any and all claims, rights, actions and causes of action that were asserted or could have been asserted in the lawsuit captioned CHAUNCEY SCOTT; AND DONNA SCOTT AND ERNEST SCOTT, HIS PARENTS, Plaintiffs vs. DUNELLEN BORO; POLICE DEPARTMENT OF DUNELLEN; MAYOR OF DUNELLEN, COUNCIL OF DUNELLEN; COUNCIL MEMBERS OF DUNELLEN; CHIEF OF POLICE OF DUNELLEN; DUNELLEN BUSINESS ADMINISTRATOR (WILLIAM ROBINS); "JOHN AND MARY SMITH" 1-30; SUPERVISORY, SUPERIOR AND PATROL OFFICERS AND EMPLOYEES "DOE" OF THE DUNELLEN POLICE DEPARTMENT; J. DEANGELO; JAMES DANIELS; AND RICHARD DELUCA (ALL OF THE AFORESAID DEFENDANTS ARE REFERRED TO IN THE BODY OF THE COMPLAINT AS "DUNELLEN DEFENDANTS" UNLESS OTHERWISE NOTED), Defendants, venued in the United States District Court for the District of New Jersey, bearing Civil Action No. 08-4722 (SRC-MAS), including all claims for attorneys' fees and litigation costs and expenses incurred in this lawsuit. The Borough of Dunellen and the Non-Settling Defendants further specifically release and give up any and all claims, rights, actions and causes of action that they have, had or may have had against Plaintiffs, whether known or unknown to them, which arise out of, concern or relate to, either directly or indirectly, Plaintiffs' allegations contained in their Complaint and/or asserted in the course of discovery.

18. Plaintiffs further understand that they are entitled to fully consider this Settlement Agreement and Release for twenty-one (21) days. By signing this Settlement Agreement and Release, Plaintiffs waive the twenty-one (21) day consideration period and seven day revocation period referred to in this paragraph. In addition, Plaintiffs understand that they may revoke this Settlement Agreement and Release in writing within seven (7) days of executing it. Accordingly, this Settlement Agreement

and Release shall not become effective and enforceable, nor shall any consideration be paid until the seven (7) day revocation period has expired.

19. This Settlement Agreement and Release is made and entered into in the State of New Jersey and shall, in all respects, be interpreted, enforced and governed under the laws of this State. The United States District Court for the District of New Jersey shall have exclusive jurisdiction over any and all disputes arising out of or relating to, directly or indirectly, the interpretation, application or alleged violation and enforcement of any provision of this Agreement.

20. The language of this Agreement has been negotiated and is a product of the draftsmanship of all of the parties, and shall, in all cases, be construed as a whole according to its objective and fair meaning and shall not be interpreted in favor of or against any party. Not by way of limiting the foregoing, the interpretation of any provision (in part or in whole) of this Settlement Agreement and Release shall not, in any manner, be interpreted against the drafter.

21. Should any provision of this Settlement Agreement and Release be declared or determined by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, the validity and enforceability of the remaining provisions shall not be effected and the illegal, invalid or unenforceable provision shall be deemed removed from this Agreement.

22. This Settlement Agreement and Release constitutes the entire agreement between the parties regarding any and all aspects of the final and complete settlement of this matter. This Agreement supersedes any and all prior agreements and understandings between and among the parties pertaining to this matter. This Settlement Agreement and Release shall not be amended, modified or amplified without a specific written provision to that effect executed by all the parties. No oral statements by any person shall, in any manner, amend, modify or amplify the terms and provisions of this Settlement Agreement and Release.

23. This Settlement Agreement and Release shall be binding and inure to the benefit of the Plaintiffs and the Borough of Dunellen, the Non-Settling Defendants, and their successors, assigns, heirs, executors and personal and legal representatives, as well as, the successors and assigns of the Borough of Dunellen, its Departments, and its present and former elected and appointed officials, officers, directors, agents, administrators, attorneys, representatives, and employees.

24. In the event that any party materially breaches any of the terms and provisions of this Settlement Agreement and Release, the other party or parties shall be entitled to bring an action for breach of this Settlement Agreement and Release. However this entitlement will not accrue until the non-breaching party provides written notice to counsel for the breaching party or parties, who will forward the written notice to the breaching party or parties, and a reasonable opportunity of thirty (30) days has been afforded to the breaching party or parties to remedy the breach. In no event will any party be entitled to bring an action for breach of this Settlement Agreement and Release once the breaching party or parties has remedied the breach.


25. Counsel of record, all of whose signatures appear below, represent and warrant that they have reviewed this Settlement Agreement and Release with their respective clients. The Plaintiffs has been advised by his counsel to execute it and all other counsel have been authorized by their respective clients to execute it on their behalf. This Settlement Agreement and Release may be executed in counterpart by the individual counsel for the Borough of Dunellen, the Non-Settling Defendants, and Plaintiffs.

26. The signature of Plaintiffs below shall indicate that Plaintiffs had sufficient opportunity to review this Settlement Agreement and Release with their counsel; that they have read and understood the terms and provisions of this Settlement Agreement and Release; that they have agreed to the terms and provisions of this Settlement Agreement and Release; and that they have voluntarily executed the

Settlement Agreement and Release as a full and final resolution of this matter, with full knowledge of the significance of its terms and provisions.

27. Upon the execution of this Settlement Agreement and Release by the attorneys for all parties, including the Non-Settling Defendants, Plaintiffs, through their counsel, shall immediately submit to the Borough of Dunellen, through its attorney, a Stipulation and Order of Dismissal with Prejudice in favor of the Borough of Dunellen in the form annexed to this Settlement Agreement and Release as Exhibit C, which will be held in escrow pending payment of the settlement amount referenced in Paragraph 4 of this Settlement Agreement and Release.

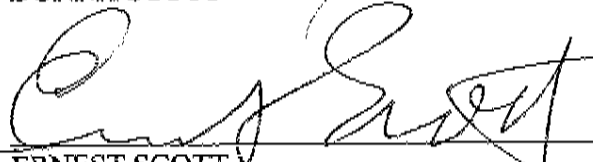
28. Counsel of record, all of whose signatures appear below, represent and warrant that they have reviewed this Settlement Agreement and Release with their respective clients. The Plaintiffs have been advised by their counsel to execute it and all other counsel have been authorized by their respective clients to execute it on their behalf. This Settlement Agreement and Release may be executed in counterpart by the individual counsel for the Borough of Dunellen, the Non-Settling Defendants, and Plaintiffs.

  
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CHAUNCEY SCOTT

Dated: 10/15/09

  
\_\_\_\_\_  
DONNA SCOTT

Dated: 10/15/09

  
\_\_\_\_\_  
ERNEST SCOTT

Dated: 10/15/09