

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereinafter "this Agreement") is made and entered into by and between Jeffrey Plum ("Plum") and the City of Plainfield ("City") (collectively "the Parties").

WHEREAS, Jeffrey Plum filed a Complaint in the Superior Court of New Jersey, Law Division, Union County, UNN-L-2529-14 (the "Action"), asserting various claims against the City for Violation of Constitutional Rights and Due Process, and seeking Punitive Damages ("the Action"); and

WHEREAS, the City has denied any wrongdoing or liability in connection with the Action; and

WHEREAS, the Parties desire to resolve all claims including those that were or could have been asserted in the Action, without incurring further costs of litigation and without admission of any of the allegations set forth in the Action by any Defendant;

WHEREAS, the Parties have participated in settlement negotiations and have agreed to settle all claims between them; and

NOW, therefore, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. Settlement.

The Borough shall pay to Plum the gross sum of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00) in a single check or draft made payable to "Jeney, Jeney & O'Connor, LLC", In Trust For Jeffrey Plum, following the execution of this agreement by all parties and any necessary approval by the City of Plainfield, within 45 days of the execution of this Agreement or such approval, whichever is later.

Upon receipt of the payment set forth herein, Plaintiff shall file with the Court a stipulation of dismissal with prejudice as to all parties.

2. Releases.

In return for the consideration set forth herein, Plum, his heirs, executors, administrators, attorneys, representatives, successors and assigns hereby voluntarily, irrevocably and unconditionally release and forever discharge releases the City from any claims he has or may have against it, its heirs, executors, administrators, attorneys, representatives, successors and assigns, predecessors, subsidiaries, divisions, affiliates, branches, insurers, agencies, its offices and all related divisions and its respective present, future and former officers, trustees, agents, insurers, representatives, attorneys, fiduciaries, administrators, directors, supervisors, managers and employees appointed or elected officials, from any and all rights, manners of action and actions suits, cause and causes of action, sums of money, covenants, contracts, controversies, agreements, promises, damages, claims and demands of whatsoever kind, in law or equity which Plum now has or has ever had against the City, upon or by reason of any matter, cause or claim of

whatsoever kind, existing on or prior to the time of the execution of this Agreement, whether known or unknown, for the actions set forth in the recitals herein or any other acts or omissions.

Further, in return for the consideration set forth herein above, the City, its heirs, executors, administrators, attorneys, representatives, successors and assigns, predecessors, subsidiaries, divisions, affiliates, branches, insurers, agencies, their offices and all related companies and their respective present, future and former officers, trustees, agents, insurers, representatives, attorneys, fiduciaries, administrators, directors, supervisors, managers and employees or elected officials hereby voluntarily, irrevocably and unconditionally release and forever discharge releases Plum from any claims they have or may have against him, his heirs, executors, administrators, attorneys, representatives, successors and assigns from any and all rights, manner of action and actions, cause and causes of action, sums of money, covenants, contracts, controversies, agreements, promises, damages, claims and demands of whatsoever kind, in law or equity which the City now has or have ever had against Plum for, upon or by reason of any matter, cause or claim of whatsoever kind, existing on or prior to the time of the execution of this Agreement, whether known or unknown, for the actions set forth in the recitals herein or any other acts or omissions.

3. Who is Bound

Plum and the City are all bound by the terms of this Agreement. Anyone who succeeds the rights and responsibilities of Plum, the City, such as the executor of an estate or successor in interest, is also bound by this Agreement.

4. Non-Admission of Liability.

In no event shall this Agreement, or any of its provisions, or any related negotiations, statements, or proceedings, be construed in any way as, offered as, received as, used as, or deemed to be an admission or concession by any Party of any liability or wrongdoing and shall not be used as evidence of any kind in any action, investigation, or proceeding, whether judicial, administrative, or otherwise, except as necessary for the enforcement and/or implementation of the terms of this Agreement, or as proof of this Agreement. The Parties expressly deny any wrongdoing, breach or violation of any legal or contractual duty or other obligation in connection with the allegations set forth in the Parties' respective pleadings.

5. Notices.

All notices and all applications to any Court required by or given under this Agreement shall be given by overnight mail through a service to which any package may be tracked, and addressed as follows:

a. As to Plaintiff, Jeffrey Plum:

Robert J. Jeney, Esq.
Jeney, Jeney & O'Connor, LLC
1953 Westfield Avenue
Scotch Plains, NJ 07076

b. As to Defendant City of Plainfield:

Michael S. Simitz, Esq.
Kologi – Simitz
500 North Wood Avenue
Linden, New Jersey 07036

6. Severability.

If any provision or the enforcement of any provision, of this Agreement is held by a Court of competent jurisdiction to be invalid, unenforceable or illegal, in whole or in part, in any respect, that holding shall not affect the validity and/or enforceability of any other provision of this Agreement.

7. Advice of Counsel.

Each of the Parties represents that, before executing this Agreement, each such Party has read this Agreement thoroughly, has consulted with legal counsel, and understands the meaning and effect of this Agreement. Each of the Parties further represents that, in executing this Agreement, each such Party is fully cognizant of the rights being relinquished pursuant to this Agreement and the consideration therefor.

8. Construction.

This Agreement has been prepared by the joint efforts of the attorneys for the Parties. The Parties acknowledge and agree that the usual rules of construction, to the effect that ambiguities in a document are to be resolved against the drafting party, shall not be employed in the interpretation of this Agreement and that this Agreement shall be construed as if jointly prepared by all Parties.

9. Survival.

The representations, warranties and covenants contained in this Agreement or in any other document delivered hereunder shall survive the execution of this Agreement.

10. Non-Waiver.

The failure of a Party to insist upon strict performance of any obligation or provision of this Agreement shall not be construed as a waiver thereof nor deprive that Party of the right thereafter to insist upon the strict performance of any obligation or provision of this Agreement.

11. Entire Agreement/ Amendments.

This Agreement represents the entire agreement, between and among the Parties, with respect to the subject matters referred to herein. There are no promises, inducements, representations, warranties, understandings, undertakings or agreements, oral or written, express or implied, by, between or among the Parties, except as specifically set forth herein. This Agreement may not be altered, amended, canceled, revoked or otherwise modified except by written agreement subscribed by all Parties whose rights and obligations are affected by such amendment, cancellation, revocation or other modification.

12. Headings and Syntax.

The headings set forth in this Agreement are for convenience and reference only and are not intended to modify, limit, enlarge, describe or affect in any way the content, scope or intent of this Agreement. All references made and pronouns used shall be construed in the singular or the plural and in such gender as common sense and circumstances indicate and require.

13. Execution and Counterparts.

This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. Signatures on this Agreement or any counterpart of this Agreement, transmitted by facsimile machine or electronic mail shall have the same force and effect as original signatures.

14. Authority.

Each Party whose signature is affixed hereto represents and warrants that he is authorized to execute this agreement on behalf of the entity or individual on whose behalf his signature is affixed and that he is acting within the scope of such agency and authority. Each Party specifically represents and warrants that no signatures other than those made on this Agreement are necessary to bind the Parties to all of the obligations imposed by the Agreement, and to render this Agreement legal, valid and binding upon the Parties.

15. Governing Law.

This Agreement and any other documents referred to herein shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey without regard to conflicts of laws principles.

16. Further Assurances.

The Parties hereto agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

17. Organization and Authority.

Each of the Parties represents and warrants, with respect to itself or himself or herself only, that (i) if such a party is an entity, (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation and organization, and (b) it has the requisite power and authority to enter into this Agreement and to perform all of its, as applicable, obligations under this Agreement, (ii) the execution and delivery of this Agreement and the performance by such party of its obligations under this Agreement has been authorized by all requisite action on its part; (iii) there are no other persons or entities whose consent or joinder to this Agreement is necessary to make fully effective those provisions of this Agreement that obligate, burden, bind or apply to it or him/her, as applicable, (v) it or he/she, as applicable, is the owner of any and all Claims that it or he/she, as applicable, has released under this Agreement and (vi) it or he/she, as applicable, has not transferred, assigned, or pledged to any third party, any right to bring,

pursue, or settle any of the claims which could have been asserted in the Action.

18. Consents and Approvals; No Violations.

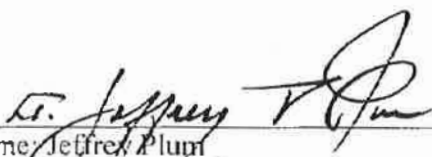
Each of the Parties represents and warrants, with respect to itself or himself/herself only, that neither the execution nor the delivery of this Agreement by any such Party, nor the performance by any such Party or its or his/her, as applicable, obligations hereunder will: (i) if such party is an entity, violate the certificate of incorporation, by-laws, or any other organizational document of such party; (ii) conflict in any material respect with or result in a material violation or breach of, or constitute a material default under, any material contract, agreement, or instrument to which such a Party is a party; or (iii) violate or conflict in any material respect with any rule, regulation, judgment, order or decree of any court, administrative agency or governmental authority applicable to such party.

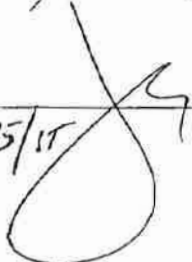
19. No Third-Party Beneficiaries.

No provision of this Agreement will be deemed to be construed in any way to result in the creation of any right or obligation in any person not a party to this Agreement or not identified in this Agreement.

20. Disputes.

Any disputes arising related to this Settlement Agreement and Mutual Release, whether related to construction or performance, shall be subject to the jurisdiction of only the State Courts of the State of New Jersey venue in the Superior Court, Law Division, Union County Vicinage. This Settlement Agreement and Mutual Release constitutes waiver of any arbitration, whether required pursuant to any law, statute, rule, regulation, or other principle in law or equity.


Name: Jeffrey Plum
Date: _____

Witness: _____
Date: 10/25/11


On behalf of the City of Plainfield
Name: _____
Title: _____
Date: _____

Witness: _____
Date: _____

Robert F. Renaud, Esq.
Attorney I.D. No.: 014791979
PALUMBO & RENAUD, ESQS.
190 North Avenue East
Cranford, New Jersey 07016
(908) 272-9700
Attorneys for Defendant Andre Crawford

FILED

JAN - 9 2015

THOMAS J. WALSH
J.S.C.

JEFFREY PLUM,

Plaintiff,

v.

ANDRE CRAWFORD, CITY OF
PLAINFIELD, and PLAINFIELD
POLICE DEPARTMENT,

Defendants.

: SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION-UNION COUNTY
: DOCKET NO.: UNN-L-2529-14

Civil Action

: ORDER GRANTING SUMMARY JUDGMENT
: OF DISMISSAL

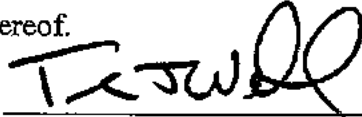
THIS MATTER having been opened to the Court upon Summary Judgment motion of Defendant Andre Crawford by and through his counsel, Palumbo & Renaud, Esqs. and the Court having considered the Notice of Motion, Certification, Brief and Statement of Material Facts submitted by Defendant Crawford in support thereof, and for good cause being shown;

IT IS on this 9th day of January 2015; For the reasons set forth by the Court on the record on January 9, 2015

ORDERED and adjudged that Summary Judgment of dismissal of Plaintiff's Complaint be and is hereby granted in favor of Defendant Andre Crawford and against Plaintiff, Jeffrey Plum, in connection with the above captioned matter; and

Ordered that Defendants City of Plainfield and Plainfield Police Department's Motion to Dismiss Count 4 of Plaintiff's Complaint, as Counts 1-3 do not pertain to the City of Plainfield or Plainfield Police Department, shall be denied without prejudice, and

IT IS FURTHER ORDERED that a copy of this Order granting Summary Judgment be served upon all parties of record within 7 days hereof.



THOMAS J. WALSH, J.S.C.

Opposed

Unopposed