

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Agreement is made and entered into this 23 day of February 2016, between Tina Renna ("Plaintiff") and the UNION COUNTY and MARLENA M. RUSSO in her official capacity ("Defendants") (collectively, "the Parties").

WHEREAS, the Parties have engaged in settlement negotiations for the purpose of resolving the disputed issues between them; and

WHEREAS, the Parties, after an opportunity to consider and to confer with counsel of their choice, have reached a voluntary agreement with respect to the disputed issues, and with a full understanding of the terms of this Agreement, desire to memorialize their settlement herein; and

WHEREAS, Plaintiff initiated this matter in Superior Court pursuant to OPRA and the common law right of access for access to Defendants' Emergency Plan in a matter that was captioned *Renna v. County of Union, et al.*, Docket No. UNN-L-003253-14 ("Lawsuit"); and

WHEREAS, Defendants have voluntarily produced some of the documents at issue, others have been produced by Court order in whole or in part, and other portions of the Emergency Plan were deemed exempt from production under OPRA;

WHEREAS, Defendants have produced all of the documents that they have agreed to produce or were ordered to produce; and

WHEREAS, neither party intends to appeal any aspect of this matter; and

WHEREAS, Plaintiff filed an application for an award of reasonable attorneys' fees; and

WHEREAS, Defendants opposed Plaintiff's application both on the grounds that Plaintiff was not the prevailing party and, in the alternative, Plaintiff's requested lodestar award was unreasonable; and

WHEREAS, the Parties have reached an agreement regarding Plaintiff's application;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and as set forth in further detail herein, the parties agree as follows:

1. Payment of Reasonable Attorneys' Fees and Costs. In full and final satisfaction of Plaintiff's and Plaintiff's counsel right or claim to an award of any attorneys' fees and costs in this Action, Defendant County of Union shall pay to "Law Offices of Walter M. Luers, LLC" the sum of \$10,000.00 (ten thousand dollars and zero cents). Such payment shall be made by Defendant County of Union by February 29, 2016.

2. Stipulation of Dismissal. Defendants and Plaintiff shall execute and caused to be filed with the Court a stipulation of dismissal with prejudice.

3. Mutual Releases. Each party hereby releases and forever discharges the other from all claims, causes of action relating to or arising from Plaintiff's OPRA request for the Emergency Plan.

4. Entire Agreement. This Agreement constitutes the entire understanding of the Parties, and supersedes all prior oral or written agreements regarding the Action and cannot be modified except by a writing signed by the Parties.


5. Who is Bound. The named parties above are bound by this Agreement. This Agreement is binding on the parties hereto and their heirs, executors, or assigns.

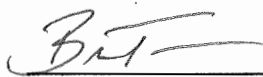
6. Counterparts. This Agreement may be executed in counter-parts.

7. Severance. If any portion of this Agreement is deemed void by a court of appropriate jurisdiction, the entire Agreement shall not be void but the remainder of the Agreement shall remain enforceable.

8. Execution. The parties signing this Agreement or their representatives authorize and warrant that they have full authority to enter into this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Agreement as of the date first above written.

BY: 
Law Offices of Walter M. Luers, LLC
By Walter M. Luers, Esq.
Counsel for Plaintiff

BY: 
COUNTY OF UNION
Brian Trelease, Esq.