

DAVID CONNOLLY, MARK RIOS and
 MATTHEW RIOS,

 Plaintiff(s),
 vs.

 THE BOROUGH OF BOGOTA, BOGOTA
 POLICE DEPARTMENT, BOGOTA
 POLICE OFFICER DANIEL CREANGE,
 BOGOTA POLICE OFFICER CRAIG
 LYNCH, BOGOTA POLICE OFFICER
 JEROME FOWLER, BOGOTA POLICE
 DETECTIVE ROBERT PITERSKI,
 POLICE OFFICERS JOHN or JANE DOE
 NOS. 1-10, JONN or JANE DOES NOS. 1-
 10,

 Defendant(s).

UNITED STATES DISTRICT COURT
 DISTRICT OF NEW JERSEY
 Civil Action No.: 07-CV-2083

SETTLEMENT AGREEMENT, DISMISSAL AGREEMENT AND RELEASE

This Settlement Agreement, Dismissal Agreement and Release ("Agreement") is hereby made and entered as of this 29TH day of SEPTEMBER ~~August~~ 2008 by and between:

- A. David CONNOLLY,
- B. Mark RIOS and
- C. Matthew RIOS

D. The following Releases and their Related Entities, Related Entities being defined to include each and every employee of Borough of Bogota, presently and/or previously employed by them and all of their agents, servants, and/or their employees and/or their insurance carriers, jointly, severally, and/or in the alternative, successors in name, successors in interest, assigns, predecessors in name, predecessors in interest, present and former subsidiaries, parents, related corporations, affiliates, past, present and future directors, officers, agents and employees, insurers, and reinsurers, attorneys, indemnitors and indemnitees.

E. Borough of Bogota, as referenced above in section D, may be collectively referred to hereinafter as Releasees or Defendants.

F. Where appropriate, the signatories to this Agreement will be referred to jointly as the "Parties".

This Agreement is made as a compromise between the Parties for the complete and final settlement of their claims, differences and causes of action with respect to the dispute described.

PREAMBLE

WHEREAS, this action arises out of a dispute between the Parties entitled: David CONNOLLY, Mark RIOS and Matthew RIOS, plaintiffs, against The BOROUGH OF BOGOTA, BOGOTA POLICE DEPARTMENT, BOGOTA POLICE OFFICER DANIEL CREANGE, BOGOTA POLICE OFFICER CRAIG LYNCH, BOGOTA POLICE OFFICER JEROME FOWLER, BOGOTA POLICE DETECTIVE ROBERT PITERSKI; POLICE OFFICERS JOHN or JANE DOE NOS. 1-10, JONN or JANE DOES NOS. 1-10

in the United States District Court, Newark, New Jersey Civil Action Number 07 CV 02083 (FSH) (PS), the Releasor and Releasees having asserted various claims arising from or related to the subject matter of the Complaint filed by the Releasor with the United States District Court, Newark, New Jersey under Civil Action Number CIVIL ACTION 07 CV 02083 (FSH) (PS).

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. SETTLEMENT TERMS, DISMISSAL TERMS AND CONDITIONS

- A. Plaintiffs hereby dismiss, with prejudice, any and all claims against BOGOTA POLICE OFFICER DANIEL CREANGE, BOGOTA POLICE OFFICER CRAIG LYNCH, BOGOTA POLICE OFFICER JEROME FOWLER, BOGOTA POLICE DETECTIVE ROBERT PITERSKI; POLICE OFFICERS JOHN OR JANE DOE NOS. 1-10, JONN OR JANE DOES NOS. 1-10.
- B. All cross-claims as between BOGOTA POLICE OFFICER DANIEL CREANGE, BOGOTA POLICE OFFICER CRAIG LYNCH, BOGOTA POLICE OFFICER JEROME FOWLER, BOGOTA POLICE DETECTIVE ROBERT PITERSKI; POLICE OFFICERS JOHN OR JANE DOE NOS. 1-10, JONN OR JANE DOES NOS. 1-10 are dismissed with prejudice and without acknowledgment of liability. The release by the plaintiffs extinguishes their direct cause of action against the defendants and thus the basis for any Crossclaims asserted by the defendants against one and other.

1. In complete satisfaction of any and all claims, demands, actions or causes of action, including counsel fees, and without acknowledgment or liability as between defendants and plaintiff, Releasors has or claims to have against Releasees, BORO OF BOGOTA or the SOUTH BERGEN JOINT INSURANCE FUND shall pay Releasor and his counsel the sum of \$115,000.00, in full and complete settlement of any and all claims asserted or unasserted against any and all defendants.

(I) A check made payable to "David Connolly, Mark Rios, Matthew Rios and Scott D. Rosenthal, Attorney" in the amount of \$115,000.00.

2. Releasor agrees that Releasor shall be exclusively liable for the payment of any federal, state or local taxes which may be due as the result of the consideration received from the settlement if disputed claims as set forth herein, and Releasors hereby represents that Releasor shall make payments on such taxes at the time and in the amount required for Releasor.

3. Concurrent with the execution of this Agreement, the Parties shall stipulate to the dismissal with prejudice of this Action, including any possible and applicable Counterclaims and/or Crossclaims. The Stipulation of Dismissal shall be held in escrow by Releasee's attorneys until disbursement of the payments set forth in Section 1, Paragraph 1 of this Agreement. The Parties each agree to bear their own costs to date incurred in connection with this Action, including, but not limited to, attorneys fees. The dismissal with prejudice entered in the Action pursuant to this Agreement shall be filed concurrently upon the disbursement and payment of the last installment amount mandated in Section 1, Paragraph 1 of the Agreement. Filing of the Stipulation of Dismissal shall finally settle and resolve, among other things, all claims asserted or which could have been asserted in the Action.

4. Releasor agrees that he will not seek anything further from the Releasees, including, but not limited to any other payment of any kind whatsoever, and agrees forever to refrain from bringing any suit or proceeding at law or in equity against Releasees, and Releasor does hereby acquit and discharge Releasees together with their respective parents, divisions, subsidiaries and affiliated companies, their respective past and present officers, directors, servants, stockholders, owners, employees, agents and other representatives, whether specifically named herein or not, of and from any and all liability, actions, claims, compensatory or punitive or lost wages or attorneys fees and costs, demands; liens, expenses, executions or suits whatsoever, by Releasors, their heirs, next of kind, executors, administrators, successors and insurers whether specifically named herein or not and further warrants that all claims, if any, for attorneys fees and costs, insurers, workers compensation, hospital or any other liens are included herein and that they will indemnify and hold the Releasees harmless from any such claims, and from all claims, cross-claims and third party claims arising out of or related to Releasor's alleged injuries related to Releasor's alleged injuries related to this Action.

5. Further Indemnification. In the event the Releasors shall recover any monies from any person who thereafter seeks indemnification from Releasee arising from claims released in this document, Releasor shall indemnify and hold Release harmless for any money spent in defending against these claims including, but not limited to, attorneys fees, costs of suit, judgment of settlement.

6. The obligation of Releasees to make the payments set forth in Section 1, Paragraph 1 of the Agreement shall be discharged upon the receipt of all settlement checks in the amount of such payments by Releasor's attorney.

II. RELEASE

1. Releasors, their heirs, predecessors, successors, assigns, transfers, representatives, principals, agents, executors, administrators, and attorneys, release and forever discharge Releasees, their heirs, predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, past and present directors, officers, employees, shareholders, insurers and reinsurers from and against all against all actions, causes of action, claims, suits, debts, damages, compensatory and punitive, attorneys fees and costs, judgments, and demands whatsoever, whether matured or un-matured, whether at law or in equity, whether before a local, state or federal court or local, state or federal administrative agency or commission, and whether now known or unknown, including, but not limited to, any rights or claims Releasor may have under Title VII of the Civil Rights Action of 1964, as amended, and the Civil Rights Act of 1991; the New Jersey Law against Discrimination; and Releasors release any claims for fraudulent misrepresentation, defamation, torts, or any other claims that they now have or may have had, or hereafter claims to have, on behalf of themselves or any other persons or entities, at any time, arising out of or relating to any acts or omissions done or occurring prior to and including the date of this Agreement.

2. Releasors expressly warrant and represent that they have not assigned, transferred or pledged any interest in any of the claims and causes of action hereby released and that any and all liens will be satisfied out of the settlement sum provided by the Releasees.

III. NON-ADMISSION OF LIABILITY AND COMPROMISE

The Parties agree and acknowledge that this Agreement is the result of the compromise and shall never be construed as an admission of liability, wrongdoing or responsibility on the part of Releasees, or on the part of their predecessors, successors, assigns, agents, parents, subsidiaries, affiliates, officers, directors, or employees. Indeed, Releasees expressly deny and such liability, wrongdoing or responsibility and intend merely to avoid further and future litigation, and Releasor acknowledges the same. The case having been dismissed as against the individual defendants, Releasees are making payment hereunder pursuant to an agreement of indemnity as between the parties.

IV. NON-DISCLOSURE / CONFIDENTIALITY

1. Releasors and/or their attorneys agree that the terms and conditions of this Agreement shall remain confidential as between the Parties and shall not disclose them to any other person. Without limiting the generality of the foregoing, Releasors will not respond to or in any way participate in or contribute to any public discussion, notice or other publicity concerning, or in any way relating to, the execution or the terms and conditions of this Agreement which have occurred since and will occur from this date forward. Without limiting the generality of the foregoing, Releasors specifically agree that they shall not disclose information regarding this Agreement to any current, former or future employee of the Borough of Bogota.
2. The confidentiality provision does not apply to information requested by subpoena, or other court process. However, in the event that (1) Releasors receive a subpoena or other court process which relates to any Release, (2) Releasors have advance notice that a subpoena or other court process may result in the disclosure of confidential information, or (3) Releasors should reasonably conclude that the subpoena or other court process may result in the disclosure of confidential information, then Releasor shall provide advance written notice of such compelled disclosure to the Releasees within sufficient time for the Releasees to object to disclosure. Such notice shall be in the form a letter, which will include a copy of the subpoena or other court process and this Agreement, sent via certified mail to: Borough of Bogota, Attn: Business Administrator.
3. The parties may disclose the terms and conditions hereof to their independent auditors, accountants, and attorneys who shall maintain same as confidential work product, or as required by law.

V. MISCELLANEOUS TERMS AND CONDITIONS

1. This document contains the complete Agreement between the Parties. The terms of this Agreement are contractual, and not a mere recital and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. Further, the Parties expressly acknowledge that no additional promise or representation concerning the disputes being compromised in this Agreement or any other consideration or payment by Releasees to the Releasor has been made.
2. This Agreement may be executed in identical counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement, but shall not be effective until executed by all parties and performed in its entirety.
3. Releasors represent that, other than the Action, he has not filed any complaint against Releasees, their predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, employers, and shareholders, with any federal, state or local court, or administrative agency.

4. This Agreement may be modified only by a written document signed by the Parties. No waiver of this Agreement or of any of the promises, obligations, terms or conditions hereof shall be valid unless it is written and signed by the party against whom the waiver is to be enforced. The Agreement supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations. Releasor acknowledges that he has received a reasonable period of time to consider the Agreement.

5. This Agreement shall be binding upon the Parties hereto, their heirs, predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, employees, and shareholders. Each of the signatories of this Agreement represents that he or she has carefully read and understands its contents, has been advised by counsel as to its meaning and legal implications, and execute this documents as his own free act. Releasor further represents that he is over eighteen (18) years of age and legally competent to execute this Release.

6. If any part or any provision of this Agreement shall be finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provisions or the remaining provisions of said agreement.

7. This Agreement shall be governed, in all respects, under the laws of the State of New Jersey, irrespective of its choice of law rules, and any action relating to this Agreement shall be instituted in the State of New Jersey.


IN WITNESS WHEREOF, the Releasor hereto has caused this Agreement to be executed and take effect as a sealed instrument as of the day and year above written.



Mark Rios, Releasor



Matthew Rios, Releasor



David Connolly, Releasor

Dated: 9/29/08