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Attorney for Defendants

PATRICK DUFF,

Plaintiff,

vs.

DELRAN TOWNSHIP and JAMEY EGGERS,
In her official capacity as Records Custodian
for Delran Township,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BURLINGTON COUNTY

DOCKET NO.: BUR-L-375-22

Civil Action

SETTLEMENT AGREEMENT AND
MUTUAL RELEASE

This **SETTLEMENT AGREEMENT and MUTUAL RELEASE** ("Agreement") is entered into this 22nd day of March, 2022, by and between Plaintiff, Patrick Duff and Defendants, Township of Delran ("Delran Township") and Jamey Eggers, ("Ms. Eggers"), in her capacity as Records Custodian for the Township of Delran (collectively "Defendants"), referred to collectively herein as the "parties."

RECITALS

WHEREAS, on or about February 22, 2022, Plaintiff instituted this action by way of Order to Show Cause pursuant to the Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 to -18, challenging Defendants' denial of certain government records; and;

WHEREAS, the parties have reached a compromise respecting the production of the video requested in Plaintiff's OPRA request and Plaintiff's claim for attorneys' fees, and intend by this settlement agreement to fully and finally resolve all outstanding matters:

TERMS AND CONDITIONS

NOW THEREFORE, intending to be legally bound hereby and in consideration of the mutual covenants, conditions, obligations, and promises contained herein, the parties agree as follows:

1. **Access to Video Requested by Plaintiff.** Delran Township shall provide Plaintiff with a copy of the video of the Carli Lloyd retirement event of October 2021 on or before *March 30,* 2022. The video shall be provided without the editing previously proposed subject to Plaintiff's agreement that neither he nor anyone at his behest or request shall enhance, edit or otherwise manipulate, in any manner, the images of any children within the video.
2. **Consideration.** Delran Township shall pay to Plaintiff's counsel, Pashman Stein Walder Hayden, P.C., the sum of \$4,500.00 on or before *April 18*, 2022,.
3. **Dismissal.** Plaintiff agrees to dismiss the above-captioned matter with prejudice. The parties shall execute and file with the court a Stipulation of Dismissal to that effect following execution of this agreement and payment of the attorneys' fees.
4. **Mutual Release.** This settlement agreement shall serve as a full and final release of all claims, counterclaims, crossclaims, and any other legal rights or privileges, known or unknown, that have been, or could have been, asserted against the other based on the allegations raised in the above-captioned litigation.
5. **Non-Admission of Liability.** This agreement does not in any way constitute an admission of liability or wrongdoing by either party concerning the allegations raised in the above-captioned litigation.
6. **Binding Effect.** This agreement shall bind the parties and their respective heirs, successors, assigns, officers, employees, officials, and agents.

7. **Proper Authority.** Both parties represent that this agreement has been voluntarily executed by the persons with the legal authority to do so. Additionally, Defendants represent that this agreement has been, or will be, formally approved by resolution of the Delran Township.

8. **Severability.** Should any part of this agreement be invalidated by a court of competent jurisdiction, that part shall be severed and the balance of the agreement shall remain in full force and effect.

9. **Counterparts.** This agreement may be signed in counterparts and shall be binding as if all parties executed the original thereof. A facsimile or electronically-transmitted signature shall have the same effect as an original signature.

10. **Governing Law.** This agreement shall be governed by the laws of the State of New Jersey. Any disputes arising out of or related to this agreement shall be venued in the Superior Court of New Jersey, Law Division, Burlington County vicinage.

AGREED, STIPULATED, AND SETTLED BY AND BETWEEN:

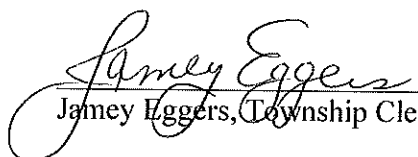


Witness (confirmed)



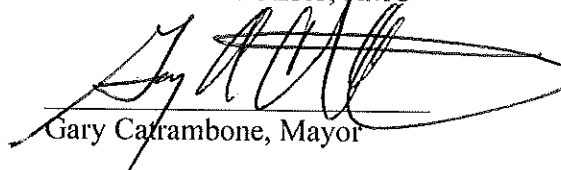
Patrick Duff

Attest:



Jamey Eggers, Township Clerk

For TOWNSHIP OF DELRAN
and JAMEY EGGERS, RMC



Gary Catrambone, Mayor