



GENERAL RELEASE AND SETTLEMENT AGREEMENT

THIS GENERAL RELEASE AND SETTLEMENT AGREEMENT (hereinafter referred to as the "Release") is made by Releasors Steven Francisco, Martin Venezia, and Eric Richter (hereinafter referred to as "Releasors" (includes themselves and their legal representatives and agents), and the Township of Clark, its Agents, Employees and Representatives including its administrators, officers, agents and employees, Township of Clark Police Department, Sal Bonaccorso and John Laezza (hereinafter collectively referred to as "Clark") for the following purposes and with reference to the following background.

BACKGROUND

A. Steven Francisco, Martin Venezia, and Eric Richter are retired employees of the Clark Police Department;

B. Steven Francisco, Martin Venezia, and Eric Richter filed a Complaint with the New Jersey Superior Court, Union County under Docket # UNN-L-3425-14 for a failure to promote them in violation of their civil rights;

C. Clark brought disciplinary charges against Martin Venezia that resulted in the imposition of a three day suspension under a Final Notice of Disciplinary Action dated under IA Number 15-27603. Venezia appealed the suspension, and it is currently pending before the Superior Court of New Jersey under Docket Number UNN-L-884-17;

D. Clark brought additional disciplinary charges against Martin Venezia that resulted in the issuance of a Final Notice of Disciplinary Action dated May 10, 2017 under IA Number 16-37360 seeking to impose a 32 day suspension. Venezia appealed

the proposed suspension, and it is currently pending before the Office of Administrative Law under Docket No. CSV 07813-2017N;

E. Clark has denied, and continues to deny, any and all liability for all the claims alleged by Releasors and denies that Clark violated any laws or engaged in any unlawful or wrongful conduct, or discriminated or retaliated against the Releasors or deprived them of any of their rights in any manner; and

F. The Parties desire to make a full and final settlement of any and all of Releasors' claims and potential claims against Clark, known or unknown, asserted or unasserted, based on any facts, events, acts or omissions, whether now known or unknown, occurring on or before the effective date of this Release, without any judicial, administrative, or arbitral resolution of them and without any admission with respect to any issues presented or capable of being presented except for the separate agreement by Clark to pay Venezio and Richter for their accrued sick days, with current balances in the amounts of \$12,500 due to Richter on March 31, 2018 (based on total payout of \$20,000, less prior payment of \$7,500) and \$9,689.37 due to Venezio on June 30, 2018 (based on total payout of \$14,689.37 less prior payment of \$5,000).

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, and intending to be legally bound, the undersigned parties agree as follows:

1. **Non-Admission.** This Release is not, and shall not in any way be considered or construed as, an admission by Clark of any tortious conduct, or of any violation of any law, common law, or federal, state or local statute or regulation, or of any alleged duty owed by Clark to the Releasors, or of any unlawful or wrongful acts

whatsoever by Clark. The payment hereunder is made by an insurance carrier solely to avoid the inconvenience and cost of litigation and to resolve completely all of the Releasors' claims against Clark, known or unknown, asserted or unasserted, as more fully detailed in Paragraph 10, below.

2. **Cooperation.** Releasors agree to cooperate fully in connection with any steps required to be taken as part of their obligations under this Release.

3. **Destruction of Photos, Audio, Video and Any Other Materials Relating to Any Past or Present Clark Employee or Public Official.** The Releasors agree to destroy any and all physical materials and/or electronically stored data, including but not limited to audio recordings, video recordings and/or photographs, relating to any past or present employee or elected official of the Township of Clark. The Releasors further represent that they have not provided any such materials to any third party other than their attorneys and an audio forensic company in New York which returned to Plaintiff Francisco the copy of the audio recording that Releasors previously provided, that they will not provide any such materials to any other third party at any time, and that, upon receipt of the settlement payments described above, all such materials will be destroyed, including such materials within the possession of their attorneys.

4. **Potentially Available Remedies for Breach of the Releasors' Duty to Destroy Photos, Audio, Video and Any Other Materials Relating to Any Past or Present Clark Employee or Public Official.** The terms of paragraph 3 above are stipulated to be material terms of this Settlement Agreement. In the event of a breach of paragraph 3, the Township shall have the right to file suit in Superior Court and to obtain whatever legal and/or equitable relief the Court may deem appropriate, including but not

limited to actual damages, disgorgement of settlement monies previously paid, attorney fees, declaratory relief and any other remedies deemed appropriate. This provision shall in no way limit the right of any past or present employee or public official of the Township of Clark to bring a legal action for damages on account of violation of his or her right to privacy, or any other cause of action, should s/he believe that any of the Releasors has committed an act or omission that entitles him/her to damages or any other form of relief. Releasors retain the right to contest any alleged violation of paragraph 3 and retain the right to assert any and all defenses, including a claim under applicable Court Rules and New Jersey statute regarding frivolous litigation.

5. Injunctive Relief Available in the Event of A Breach. In the event of a breach or threatened breach by either party of any of the provisions of this Agreement, the other party shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

6. Withdrawal and Dismissal of Lawsuit and Promise Not to Sue.

Releasors understand that this Release extinguishes any claims or potential claims as to Clark, and agree not to file, revive any claims, or open a lawsuit in any way, except for the sick days payout amounts due to Venezio and Richter as set forth above in

Paragraph F. Releasors further agree not to file any other Charges with any state or federal agency against Clark and/or any of its employees, agents or administrators.

Releasors further agree that neither they, nor any person, organization, agency, or other entity on their behalf, will file, charge, claim or sue, or cause to be filed, charged, claimed or sued, any lawsuit, legal proceeding, action, or claim of any nature with any court or agency (including any action for damages, attorneys fees, injunction, declaratory, monetary, equitable or other relief) against Clark, based on any matter, fact or event occurring prior to the effective date of this Release, whether now known or unknown, or involving any continuing effects of any acts or practices which may have arisen or occurred prior to the effective date of this Release, whether now known or unknown.

Releasors understand and agree that they will not be considered a prevailing party under any statute, common law, or otherwise as a result of this Release.

7. **Payments to Releasors.** In exchange for the promises, Releases, and legal releases stated herein, and other good and valuable consideration, Releasors Francisco and Richter each will be paid a total of One Hundred Twenty Thousand Dollars (\$120,000.00), Releasor Venezio will be paid a total of One Hundred Thirty Five Thousand Dollars (\$135,000.00). Such payments, which are made on account of the damages they incurred in the prosecution of this litigation, will be made within thirty (30) days from the Effective Date of this Release. The Effective Date of this Release shall be the date upon which Clark receives Releasors' signed and notarized Release, a W-9 form and a child support search report for Steven Francisco, Martin Venezio, and Eric Richter.

Clark acknowledges that the monies being provided as a one-time settlement payment to the Releasors are for alleged damages attributable to purported physical illness. The Releasors agree that they are solely responsible for the payment and reporting of federal, state and/or local taxes with respect to the settlement amount and agree to waive any such claims against Clark for any liability for the reporting or payment of applicable taxes.

The payments will not be subject to any withholding and will be taxed in the manner of a 1099 form. The payments shall be made by check payable to the Law Offices of Gina Mendola Longarzo, LLC, to be held in trust for Steven Francisco, Martin Venezia, and Eric Richter, and it shall be the responsibility of counsel to distribute their portion of the settlement proceeds to them.

8. Payment by Venezia to the Township of Clark for Dismissal of Disciplinary Charges. In reference to the settlement proceeds described in paragraph 5, Releasor Martin Venezia agrees to deduct the amount of thirty nine thousand dollars (\$39,000) from the settlement monies due to him by the Township of Clark in acknowledgement of and to indemnify it for the counsel fees it expended in the disciplinary matter currently on appeal before the Office of Administrative Law. In this regard, defense counsel for the Township of Clark in this matter is authorized to withhold the amount of thirty nine thousand dollars (\$39,000) from the amount due to Venezia for payment directly to his client. In addition, the Township will dismiss with prejudice all charges contained in Venezia's Final Notice of Disciplinary Charge dated May 10, 2017 which is the subject of the appeal filed in the Office of Administrative Law, Docket No. CSV 07813-2017N (Agency Reference No. 2017-3729) and Venezia's Final Notice of Minor Disciplinary Action dated February 1, 2016, which is the subject of the appeal

filed in Superior Court under Docket Number UNN-L-884-17. Within ten days of the execution of this Agreement, the Township shall file an Amended Final Notice of Disciplinary Action and an Amended Notice of Minor Disciplinary Action in a form agreed upon by counsel, with the Civil Service Commission with regard to these charges which state that the charges have been dismissed with prejudice. At that time, the Township will also adjust all of its personnel records to reflect that Venezio received no discipline on these matters. Within ten days of Venezio's receipt of confirmation of the filing of the Amended Final Notices of Disciplinary Action with the Civil Service Commission, Venezio, through counsel, will then withdraw the appeals on both the matter pending before the Office of Administrative Law (Docket No. CSV -7813-2017N) and the matter pending before the Superior Court of New Jersey (Docket No. UNN-L-884-17). Venezio agrees that he is not a prevailing party with respect to such disciplinary charges, the dismissal of which does not constitute a judicial exoneration which would provide the basis to seek an award of counsel fees. Venezio shall not seek any further relief in connection with the dismissal of such charges but for reimbursement of the previously imposed penalty of the three day suspension from the Notice of Minor Disciplinary Action, which will be paid to Venezio when the other consideration set forth in paragraphs 7 and 8 is paid, including but not limited to an award of attorney fees, costs, damages or any other form of relief. The Township, and all of its agents and employees, further and specifically agree no action whatsoever will be taken in any manner to in any way affect or interfere with any of the Releasors' receipt of pension benefits from the New Jersey Police and Fire Retirement System.

9. **Releasors's Tax Indemnification.** It is understood and agreed that the payments set forth at paragraph 5 are payments on account of non-economic damages incurred in the prosecution of claims for such damages. However, Releasors agree to indemnify and hold Clark harmless from any and all federal, state, and local tax liabilities, deficiencies, levies, interest, and penalties that may be assessed as a result of not withholding income and payroll taxes on the monies paid pursuant to this Release if they fail to properly pay any taxes to which their settlement may be subject.

10. **Full and Complete Settlement.** Releasors agree that the payments described in paragraph 5 will be received by Releasors in full and complete settlement, as more fully detailed in paragraph 11, below, of all known or unknown claims, asserted or unasserted, of Releasors allegedly arising out of any and all conduct or actions of Clark and/or relationship with Clark, as more fully detailed in Paragraph 11 below.

11. **General Release and Waiver of all Claims by Releasors.** In consideration for the payment and promises described in paragraph 6, and elsewhere in this Agreement, Releasors fully release and forever discharge Clark and all of Clark's former or current directors, officers, administrators, trustees, shareholders, agents, supervisors, employees, attorneys, legal representatives, servants, insurers, any and all benefit plans, and successors and assigns, and each of them (herein "Clark" and/or "Released Parties"), of and from any and all claims, actions, causes of action, back pay, front pay, contracts, agreements, compensation, pay, promises, charges, judgments, grievances, obligations, rights, demands, debts, sums of money, salaries, wages, benefits, physical injury, pain, suffering, emotional distress, compensatory damages, punitive

damages, attorneys' fees, expenses, costs, losses liabilities, damages, or accountings of whatever nature, whether known or unknown, disclosed or undisclosed, asserted or unasserted, in law or equity, contract or tort or otherwise (herein collectively designated "Claim" or "Claims"), through the effective date of this Agreement, including, but not limited to, any and all Claims of race, gender, sex, age and national origin discrimination, retaliation, and any and all tort Claims or contract Claims or Claims for general damages, and any and all Claims arising under, made, regarding, or involving: any federal, state or local laws or under the common law; violations of any federal, state or local fair employment practices or civil rights laws or ordinances; Claims for personal injury, defamation, wrongful conduct, or wrongful discharge; the Civil Rights Acts of 1866 and 1871, as amended, 42 U.S.C. §1981; the Civil Rights Act of 1964, as amended, including Title VII; the Americans with Disabilities Act; the Age Discrimination in Employment Act, as amended; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act; the Fair Labor Standards Act; the Rehabilitation Act of 1973; Executive Order 11246; the federal Family and Medical Leave Act; state family and medical leave acts; claims alleging retaliation under the Worker's Compensation Act; the Unemployment Compensation Law; the National Labor Relations Act, as amended; any and all state wage payment and collection laws; Pickering's policies, practices, collective bargaining agreements, contracts, benefits or understandings; any Claims arising out of any relationship, including employment relationship, between or among Releasors and the Released Parties predating the effective date of this Agreement; and all Claims for employment, reemployment, or reinstatement of employment to Clark; any and all grievances, or demands for mediation or arbitration, or Claims or demands under Clark's

policies and procedures; and any and all Claims asserted, or which could have been asserted, in a state court Lawsuit referenced above, including any Claims against any current or former agents or employees of Clark.

Releasors hereby specifically waive, release and give up all Claims and rights, as described in the preceding paragraph, whether now known or unknown, which they have or may have, against Clark and the Released Parties, based on any fact, act, event, or omission, whether now known or unknown, occurring before the Effective Date of this Agreement. Releasors understand that they are waiving, releasing and giving up all Claims and rights that they know about and all Claims and rights that they may not know about. This release does not apply to Claims based on facts occurring after the Effective Date of this Agreement, to any pending workers compensation cases of the Releasors or to the sick days payout due to Venezio and Richter as referenced in the preceding paragraphs of this Agreement.

Upon the execution of this Agreement, Clark, in consideration of the release of all claims by the Releasors and other promises made by Releasors hereunder, and on behalf of themselves, their heirs, successors, assigns, executors, agents, attorneys, contractors and representatives, hereby waives, discharges, releases and gives up any claim, cause of action or damages it may have against Francisco, Richter and Venezio, their heirs, successors, assigns, executors, administrators, agents, attorneys, insurers and representatives from all of the following claims or alleged damages which arose or existed on or before the Effective Date of this Agreement and Release, known or unknown, including, but not limited to :

- a. all claims which were or could have been asserted against Releasors by Clark including, but not limited to, any claims which were or could have been asserted in the Action, including but not limited to all demands, damages and causes of action relating to or arising out of any conduct of Releasors and any aspect of their employment with Clark, such as all claims for breach of contract, breach of the covenant of good faith and fair dealing, assault and battery, common law tort, conspiracy, theft, conversion, express, implied or quasi contract (including claims for payments for vacation, sick or personal leave pay or payment pursuant to any employment practice, policy, handbook or manual), breach of confidentiality, misappropriation, unfair competition, harassment, retaliation, promissory or equitable estoppel, detrimental reliance of any sort, misrepresentation, fraud or negligence, invasion of privacy, defamation, malicious prosecution, intentional or negligent infliction of emotional distress, violations of public policy, and every other duty or obligation of any kind or description to the fullest extent permissible by law;
- b. all claims for compensatory and punitive damages, interests, costs and attorneys' fees based on events occurring prior to execution of this Settlement Agreement; and
- c. all actions, causes of action, suits, debts, dues, liabilities, obligations, costs, expenses, sums of money, controversies, accounts, reckonings, liens, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, trespasses, damages (including attorneys' fees and costs), judgments, executions, claims and demands of any kind whatsoever, at law or in equity, direct or indirect, known or unknown, real or perceived, discovered or undiscovered, disclosed or undisclosed, anticipated or unanticipated, asserted or unasserted, which Clark had, now has or may currently have against Releasors, arising out of, by reason of, or relating in any way whatsoever to any

matter, cause or thing from the beginning of the world to the Effective Date of this Agreement. It is understood and agreed that this Release is limited to claims or causes of action based on events that have occurred prior to the execution of this Settlement Agreement.

12. All Parties to Bear Their Own Attorneys' Fees, Costs, and Expenses.

Each party shall be responsible solely for its or their own attorneys' fees, costs and expenses. Releasors specifically waive all claims to attorneys' fees, costs, and expenses from Clark including all claims for reimbursement to Clark or its attorneys, agents, or family members, of any attorneys' fees, costs, and expenses they have incurred or paid, or which were paid on their behalf.

13. Mutual Non-Disparagement/Good Faith Dealings: The Parties, their officials, representatives and/or agents shall not take any actions or make or solicit any statements (written or oral) which in any way disparage, criticize or otherwise reflect adversely upon any other Party (unless such statements are made under oath at a deposition, at trial or in another proceeding required by law) or which otherwise encourage any adverse action against the Parties.

14. Neutral Job Reference. In the event the Township or the Police Department is contacted by any person or entity seeking a professional, personal or character reference related to Releasors and/or their employment at the Police Department, all Parties agree that the Township and/or Police Department shall advise such person or entity that it is the policy of the Township and/or Police Department to solely provide information verifying employment, dates and title and that it will be verified that Releasors retired in good standing.

15. **Applicable Law and Severability.** This Release shall be governed by and construed in accordance with the laws of New Jersey, except where federal law controls. Should any provision of this Release be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Release.

16. **Entire Release.** This Release sets forth the entire Release between the parties and fully supersedes any and all prior Releases or understandings between the parties.

17. **Releasors' Certification.** Releasors agree, certify, acknowledge, and represent: (a) that they have has been and are hereby advised in writing to consult with an attorney of their choice and at their expense, prior to signing this Release; (b) that they have had adequate time and opportunity to review and discuss, and have reviewed and discussed, all of the terms and sections of this Release thoroughly with their attorney; (c) that their attorney has explained this entire Release to them; (d) that they do not waive any rights or claims that may arise after the date this Release becomes effective; (e) that they shall have and was given at least twenty-one (21) days to consider the terms and conditions of this Release before signing it; (f) that their waiver of Claims and this General Release shall not become effective until the effective date of this Release.

If Releasors decide to sign this Release before the expiration of the 21-day period, Releasors specifically acknowledges that they have had sufficient time and opportunity to review and understand the terms of this Release and specifically waives and gives up any rights for additional time or opportunity to review it.

The checks for payment of the amounts set forth above shall be delivered to Releasors' attorney in the foregoing manner: Lawyers Service.

RELEASORS FURTHER CERTIFY, ACKNOWLEDGE, AND REPRESENT THAT THEY ARE ABLE TO READ AND UNDERSTAND ENGLISH, THAT THEY UNDERSTAND ALL OF THE PROVISIONS HEREIN, WITH THE ADVICE AND ASSISTANCE OF THEIR ATTORNEY, AND THAT THEY MAKE THIS RELEASE KNOWINGLY AND VOLUNTARILY. RELEASORS ACKNOWLEDGE THAT THEY HAVE NO PHYSICAL OR MENTAL PROBLEM, CONDITION, OR IMPAIRMENT OF ANY KIND WHICH HAS INTERFERED WITH THEIR ABILITY TO READ AND UNDERSTAND THE MEANING OF THIS RELEASE OR ITS TERMS. RELEASORS FURTHER REPRESENT THAT IN SIGNING THIS RELEASE, THEY DO NOT RELY ON ANY PROMISES OR REPRESENTATIONS MADE BY ANYONE OTHER THAN THOSE STATED SPECIFICALLY HEREIN.

18. **Full Knowledge.** Releasors further warrant, represent, and agree that in signing this Release, they do so with full knowledge of any and all rights which they may have with respect to Clark, other Released Parties, or the Lawsuit.

19. **Headings.** The headings of the paragraphs in this Release are for convenience only and shall not control or affect the meaning or construction of, or limit the scope or intent of, any of the provisions of this Release.

20. **Effective Date.** The effective date of this Release shall be the date upon which Clark receives Releasors' signed and notarized Release, a W-9 form and a

child support search report for Steven Francisco, Martin Venczio, and Eric Richter from his attorney.

21. ADEA WAIVER

Francisco, Richter and Venczio acknowledge that they are releasing all rights and claims arising under the Age Discrimination in Employment Act. To satisfy the requirements of the Older Workers' Benefit Protection Act, 29 U.S.C. § 626(f), the parties agree as follows:

a. Francisco, Richter and Venczio acknowledge that they have read and understand the terms of this Agreement.

b. Francisco, Richter and Venczio are hereby advised to consult with an attorney prior to executing this Agreement. Francisco, Richter and Venczio represent that they have consulted with their attorney of record in the civil litigation and have received all advice they deem necessary concerning this Agreement.

c. Francisco, Richter and Venczio acknowledge that they have twenty-one (21) days to consider this Agreement, although they may, in the exercise of their own discretion, sign or reject it at any time before the expiration of the twenty-one (21) day period. Francisco, Richter and Venczio acknowledge that they have taken as much time as necessary to consider whether to enter into this Agreement and have chosen to enter this Agreement freely, knowingly, and voluntarily.

d. For a seven (7) day period following the execution of this Agreement, Francisco, Richter and Venczio may revoke this Agreement by delivering a written revocation to the law firm of McHessel & Werbel, attorneys for Clark, at 2025 Lincoln Highway, P.O. Box 3012, Edison, NJ 08818, attention: Eric L. Harrison, Esq. This

Agreement will not become effective or enforceable until after the end of this revocation period.

IN WITNESS WHEREOF, and intending to be legally bound, Releasors and

Clark have executed this General Release as of the dates set forth below.

By: Martin Venezio

By Martin Venezio Dated: 1/8/18
(Signature)

I CERTIFY that on 1/8/18 Martin Venezio personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Gina Mendola Longarzo, Attorney at Law-State of New Jersey

By: Steven Francisco

By Steven Francisco Dated: 1/8/18
(Signature)

I CERTIFY that on 1/8/18, Steven Francisco personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

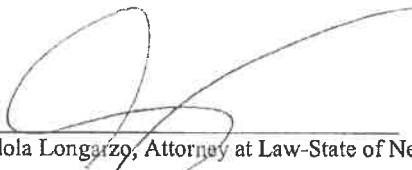
Gina Mendola Longarzo, Attorney at Law-State of New Jersey

By: Eric Richter

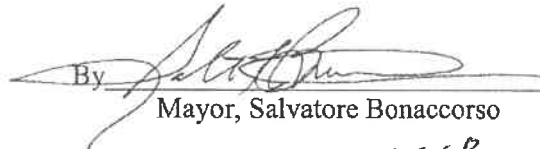
By Eric M. Richter Dated: 01/08/2018
(Signature)

I CERTIFY that on 1/8/18, Eric Richter personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

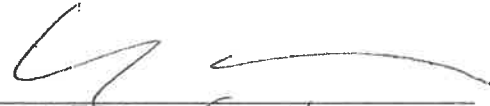

Gina Mendola Longarzo, Attorney at Law-State of New Jersey

By: Township of Clark

By  Dated: 1/8/18
Mayor, Salvatore Bonaccorso

I CERTIFY that on 1/8/18, Salvatore Bonaccorso personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.


Joseph Triarsi, Esq.
Attorney at Law
State of New Jersey

SUPERIOR COURT OF NEW JERSEY
UNION COUNTY-LAW DIVISION

DOCKET NO. 1-3425-14

FILED

JAN 08 2018

CAMILLE M. KENNY
J.S.C.

CIVIL ACTION
ORDER OF
DISMISSAL/DISPOSITION

STEVEN FRANCISCO
ERIC RICHTER
MARTIN VENIZIO

VS

TOWNSHIP of CLARK
CLARK POLICE DEPT
SAL BONACCORSO
JOHN LAZZA

It is on this _____ day of _____, 20____, ORDERED that this matter is hereby dismissed/disposed due to the following:

- | | |
|-------------------------------------|---|
| 05 Tried to Comp. w/jury | 23 Settled before trial date assigned |
| 07 Tried to comp. w/o jury | 04 Partially tried |
| 08 Default | 24 Settled after TD but before trial w/o aid of Court |
| 09 Summary Judgment | 24 Settled after TD assigned but before trial with aid of Court |
| 10 Dismissed w/Prejudice | 24 Settled on TD but before trial commences w/o aid of Court |
| 11 Dismissed Rule 1:13 | 24 Settled on TD but before trial commences with aid of Court |
| 12 Dismissed w/o Prejudice | 25 Settled while scheduled for Arbitration |
| 14 Transfer to another County | 26 Settled while scheduled for other CDR |
| 15 Transfer to another Court | 28 Settled by other CDR |
| 18 Reinstated | 17 Settled by Statutory ARB/50 day dismissal |
| 45 Inactivated | |
| 29 Settled by Conference w/Judge | |
| 27 Settled Friendly Hearing Comp. | |
| 82 Default Judgment-Prf. hrg. comp. | |

Plaintiff Attorney failed to appear. Dismissed by Court.

Plaintiff failed to appear. Dismissed by Court.

Defendant failed to appear. Strike defendants pleadings. Defenses are suppressed.

Plaintiff and defendant failed to appear. Dismissed by Court.

It is further ORDERED that the plaintiff/defendant shall serve a copy of this ORDER on the plaintiff/defendant within 10 days of the above date.

COMMENTS TERMS of SETTLEMENT PLACED ON RECORD.

Attorneys are to sign on lines provided below:

[Signature] for Def [Signature] for all US
Eve Harris for [Signature] for [Signature]

[Signature]
HON. CAMILLE M. KENNY, J.S.C.

cc: all counsel