

SETTLEMENT AGREEMENT
AND UNCONDITIONAL GENERAL RELEASE

- 1. Releasor and Releasees:** The Releasor is Cesar Sanchez referred to herein as “I,” “Me” or “Releasor.” Releasees are the Town of West New York, including all of its departments, divisions, agencies, officials, employees, attorneys, and agents; Police Director Robert Antolos; and Sergeant Juan C. Nunez. Releasees are referred to as “You” or “Releasees.” Releasor and Releasee are collectively referred to as “the Parties.” “Complaint” refers to the Complaint filed in this matter, Cesar Sanchez v. Town of West New York, et al., Superior Court of New Jersey, Law Division, Hudson County, Docket No. HUD-L-005217-15.
- 2. Mutual Release:** The Parties release and give up any and all claims, rights, demands, damages, causes of action, or suits which they may have against each other, including claims for pain and suffering and other harms, which have been or could have been brought related to the events that gave rise to the Complaint. This releases all claims, including those of which the Parties are not aware and those not mentioned in this Settlement Agreement and Unconditional General Release (“Release”) related to the events that gave rise to the Complaint. This releases all claims related to the events that gave rise to the Complaint including, but not limited to, all claims brought in the matter entitled Cesar Sanchez v. Town of West New York, et al., Superior Court of New Jersey, Law Division, Hudson County, Docket No. HUD L-005217 15 (the “Lawsuit”). This release includes, but is not limited to, all civil rights and other claims related to the events that gave rise to the Complaint which were brought or could have been brought pursuant

to: New Jersey State common law, the New Jersey State Constitution, the New Jersey Civil Rights Act, the United States Constitution, and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq.

- 3. Non-Monetary Relief:** The Mayor and City Council and the Town of West New York agree that within forty-five (45) days of the Effective Date, West New York will adopt and implement the policy concerning citizens' rights to audiotape, videotape, and photograph police activity, attached as Exhibit A. West New York further agrees that in implementing that policy, it will train officers as described in Exhibit B. Nothing else will be due and owing from the Releasees.
- 4. Attorneys' Fees and Advice of Counsel:** This Release discharges all claims for attorneys' fees and costs. Releasor represents that Rebecca Livengood and Alexander Shalom of the American Civil Liberties Union of New Jersey Foundation are the only attorneys who may have a claim for payment or reimbursement of fees or costs in connection with any claims by Releasor against the Releasees, including all claims set forth in the Lawsuit. Releasor agrees to indemnify, defend and hold Releasees harmless from any and all claims by any attorneys or their agents seeking payment of attorneys' fees and/or costs. I am satisfied with the legal services that the American Civil Liberties Union of New Jersey Foundation has rendered on my behalf. Any questions that I may have regarding this Release have been answered to my satisfaction.
- 5. Denial of Liability:** Releasees expressly deny the validity of the Releasor's disputed claims and nothing contained herein may be used or viewed as an admission of liability. The parties to the Lawsuit agree that the settlement is not, cannot and shall not be deemed an admission of any wrongdoing, error, mistake or negligence by any party to this action.

6. **Who is Bound:** I am bound by this Release. Anyone who succeeds to my rights and responsibilities is also bound. This Release is made for my benefit and all who succeed to my rights and responsibilities.
7. **Non-assignment:** None of the benefits being given to the Releasor pursuant to this Release have been assigned or are subject to alienation (i.e., bankruptcy).
8. **Signatures:** I understand and agree to the terms of the Release. By signing this Release, I acknowledge that I have carefully read it, understand it, and am aware that I am giving up important rights. By signing this Release, I acknowledge that I have been provided sufficient opportunity to consult with counsel of my own choosing regarding its terms and regarding the rights that I am relinquishing under it. I sign this Release freely, voluntarily, and with knowledge of the terms of the Release and the rights I am relinquishing.
9. **Entire Agreement:** This Release constitutes a single integrated written contract that expresses the entire agreement and understanding between the parties. Except as otherwise expressly provided, this Release supersedes all prior communications, settlements and understandings between the parties and their representatives regarding the matters addressed by this Release. Except as explicitly set forth in this Release, there are no representations, warranties, promises or inducements, whether oral, written, expressed or implied, that in any way affect or condition the validity of this Release or alter or supplement its terms. Any statements, promises, or inducements, whether made by any party or any agents of any party, that are not contained in this Release shall not be valid or binding.
10. **Dispute Resolution:** The parties agree that before resorting to litigation they will attempt to resolve informally any disputes arising under this Release through good faith

negotiations for a period of sixty (60) days after written notification regarding such dispute.

11. Amendment: No amendment, waiver or modification of this Release or any covenant, condition or limitation of this Release shall be valid unless memorialized in writing and executed by the party to be charged therewith.

12. Headings: Titles and captions contained in the Release are inserted only as a matter of convenience and are for reference purposes only. Such titles and captions in no way are intended to define, limit, expand or describe the scope of this Release, nor the intent of any provisions thereof, and shall be disregarded when resolving any dispute concerning the meaning or interpretation of any language contained in this Release.

13. Governing Law and Jurisdiction: This Release shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey. The parties irrevocably consent to the exclusive jurisdiction of the Superior Court of New Jersey, Hudson County, in connection with any action or proceeding arising out of or relating to this Release and agree that venue shall be proper in this Court. The parties further agree that such designated forum is proper and convenient.

14. Severability: Unless otherwise provided herein, if any provision of this Release is found invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

15. Execution in Counterparts: This Release may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Plaintiff agrees that each defendant to this Lawsuit is a Releasee and entitled to all the benefits and protections of this Release, irrespective of whether the defendant actually signs this Agreement.

17. **Copies:** Copies and facsimile copies of this Release, and the signatures contained therein, shall be as effective as the original Release and signatures.

18. **Notices:** Any notices or communications between the Parties and/or their counsel will be delivered by e-mail and facsimile, or overnight guaranteed delivery or first class mail, postage prepaid as follows:

Notices to the Releasees must be delivered or sent to:

Robert E. Levy, Esq.
Scarinci Hollenbeck, LLC
1100 Valley Brook Avenue
P.O. Box 790
Lyndhurst, New Jersey 07071
(201) 896-4100 (office)
(201) 806-3495 (fax)
Email: rlevy@scarincihollenbeck.com

Notices to the Releasor must be delivered or sent to:

Rebecca Livengood, Esq.
Alexander Shalom, Esq.
American Civil Liberties Union of New Jersey Foundation
89 Market Street, P.O. Box 32159
Newark, New Jersey 32159
(973) 854-1720 (office)
(973) 642-6523 (fax)
Email: rlivengood@aclu-nj.org

THE UNDERSIGNED FURTHER STATES THAT HE HAS CAREFULLY READ THE FOREGOING AGREEMENT AND KNOWS THE CONTENTS THEREOF AND SIGNS THE SAME AS HIS OWN FREE ACT.

By: 
CESAR SANCHEZ

Date: 12/12/10

THE UNDERSIGNED FURTHER STATES THAT HE/SHE HAS CAREFULLY READ THE FOREGOING AGREEMENT AND KNOWS THE CONTENTS THEREOF AND SIGNS THE SAME AS HIS/HER OWN FREE ACT.

Town of West New York

By: