

**SETTLEMENT AGREEMENT**  
**& MUTUAL RELEASE**

This "Settlement Agreement & Mutual Release" (hereinafter "Agreement") is made between and among Tina Renna (hereinafter, "Renna") and the Union County Utilities Authority, including Lisa da Silva, Deputy Clerk and Records Custodian, (hereinafter, collectively referred to as the "UCUA") (hereinafter, Renna and the UCUA may be further referred to collectively as the "Parties" or any one of them as "Party").

**WHEREAS**, the UCUA and Renna are parties to the Litigation arising out of Renna's Records Request, as such terms are defined herein below; and

**WHEREAS**, the parties have agreed to settle the disputes between and among them relating to, in any way, the Litigation and the subject Records Request.

**NOW, THEREFORE**, in reliance upon the above recitals and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**1. Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

**a.** "Litigation" shall mean the action commenced by Renna in connection with her Records Request, in the Superior Court of New Jersey, Union County vicinage, Law Division, bearing Docket No.: UNN-L-2983-14.

**b.** "Records Request" shall mean the request for records under the Open Public Records Act and the common law submitted by Renna on June 19, 2014, to Lisa da Silva, Deputy Clerk, UCUA.

**2. Payment.** The UCUA shall forward payment to Renna's legal counsel, a total of two thousand dollars (\$2,000.00) payable to "Attorney Trust Account of Walter M. Leurs, Esq." in full and complete satisfaction and settlement of the Litigation.

**3. Stipulation of Dismissal.** Upon the execution of this Agreement by the Parties, the Parties shall execute the Stipulation of Dismissal With Prejudice thereby terminating the Litigation and all claims thereunder, in the form attached hereto as Exhibit A, which shall be filed with the Superior Court within 5 business days after receipt by Renna's legal counsel of both a) the records which are the subject of the Litigation subject to any lawful necessary redaction, and b) payment as set forth in ¶2 of this Agreement.

**4. Conditional Release by Renna.** Subject to the full and complete performance by all Parties of their respective promises and obligations set forth in this Agreement, Renna hereby forever releases and discharges the UCUA, from any and all claims, damages, and liability, whether those claims are currently known, unknown, previously asserted or unasserted, relating to or arising from, directly or indirectly, the subject-matter of the Litigation.

**5. Conditional Release by the UCUA.** Subject to the full and complete performance by all Parties of their respective promises and obligations set forth in this Agreement, the UCUA hereby

forever releases and discharges Renna from any and all claims, damages, and liability, whether those claims are currently known, unknown, previously asserted or unasserted, relating to or arising from, directly or indirectly, the subject-matter of the Litigation.

**6. Signatures Required.** Only those Parties who sign this Agreement shall obtain the benefits of, and be obligated to abide by the terms of, the Agreement, including but not limited to the terms of Release set forth in ¶ 4 and ¶ 5 of this Agreement. This Agreement only applies to those Parties who have signed the Agreement, and until each Party signs this Agreement, all references to said Party in this Agreement shall be deemed not to exist.

**7. Survival of Covenants.** The respective promises, representations, duty of good faith dealing, and obligations of the Parties contained or implied in this Agreement shall survive this Agreement, and shall not terminate until such time as no one Party can be liable to any person or entity for allegedly breaching any portion of this Agreement.

**8. Neutral Construction.** This Agreement shall be given a neutral construction, such that it shall not be construed in favor of or against any Party to this Agreement by reason of the extent to which any Party or its counsel participated in the drafting hereof.

**9. Acquiescence Not Waiver.** The acquiescence or failure of one Party to enforce a term of this Agreement against another Party shall not operate, or be construed, as a waiver of any rights by the non-breaching Party, or as a waiver of any subsequent breach or violation of the Agreement, or as a modification of the terms of this Agreement.

**10. No Modification and/or Discharge unless Written.** This Agreement may not be changed, altered, or modified except in a writing signed by the Parties. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

**11. Full Expression of Settlement.** This Agreement is the entire agreement between the Parties with respect to the subject-matter set forth herein.

**12. Severability.** If any of the provisions of this Agreement are determined to be invalid under any applicable state or federal laws or by an order of a Court having legal and appropriate jurisdiction over this matter, such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable, and shall remain in full force and effect.

**13. Binding.** This Agreement is binding on each of the Parties' respective assigns, heirs, successors-in-interest, agents, attorneys, officers, members, shareholders, and partners.

**14. Independent Legal Counsel.** Each Party has had the opportunity to seek the assistance of his/her/its own legal counsel to assist with reviewing and negotiating this Agreement and has chosen to enter into this Agreement without reservation over the meaning or legality of it.

**15. No Admissions and No Fault.** Nothing contained or expressed herein, nor the consummation of this Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of either of the Parties. Furthermore, the Parties have entered into this Agreement to avoid further disputes and litigation with their attendant inconveniences and expenses. Except as provided herein, all parties reserve their rights.

**16. Execution.** This Agreement shall become effective only upon its execution by all parties hereto. It is understood, however, that this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same Agreement.

**17. Notices and Correspondence.** Payments, Notices and Correspondence served pursuant to this Agreement shall be effective upon receipt, and may be effectuated via hand delivery, overnight delivery with a nationally recognized overnight delivery service, or (excluding Payments) fax transmission (provided that the transmitting party receives confirmation that such notice has been properly received), to:

a. *Renna*: Walter M. Luers, Esq., Suite C202, West Main Street, Clinton, NJ 08809 (908-894-5729);

b. *The UCUA*: Kraig M. Dowd, Esq., Weber Dowd Law, LLC, 365 Rifle Camp Road, Woodland Park, NJ 07424 (973-200-0806);

or to another address, addressee, or fax number as agreed to in writing between the Parties.

By: \_\_\_\_\_  
Tina Renna

Union County Utilities Authority  
By: Daniel P. Sullivan  
Daniel P. Sullivan, Executive Director

Dated: \_\_\_\_\_

Dated: 9/10/14

By: Lisa M. da Silva  
Lisa M. da Silva

Dated: 9/10/14