

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

CLOSED

VERNITA DAVIS, et al,

Plaintiff(s),

v.

COUNTY OF UNION, et al,

Defendant(s).

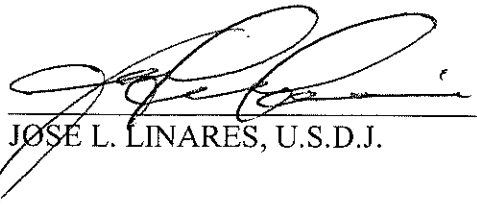
Civil Action No.: 06-3380 (JLL)

ORDER

It appearing that it has been reported to the Court that the above captioned matter has been settled:

It is on this 18th day of NOVEMBER, 2008;

ORDERED, that this action be and hereby is dismissed, without costs and without prejudice to the right, upon good cause shown within **60** days, to reopen the action if the settlement is not consummated. The terms of the settlement agreement are incorporated herein by reference and the Court shall retain jurisdiction over the agreement to enforce its terms.


JOSE L. LINARES, U.S.D.J.

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("Agreement") is entered into by and between Vernita Davis (more fully defined hereinafter as "Plaintiff") and County of Union, New Jersey (more fully defined hereinafter as "County Defendants"). The Parties agree to the following terms and conditions of release and settlement.

1. "Plaintiff" means Vernita Davis, individually and as Administratrix of the Estate of Donald Davis, Deceased and as Administratrix Ad Prosequendum for the Estate of Donald Davis. Plaintiff also means all successors, heirs and assigns of Vernita Davis and/or the Estate of Donald Davis.

2. "County Defendants" means the County of Union, Union County Jail, Union County Police Department and Union County Corrections Officers Joseph Campanella, FNU Katina, FNU Stiloanski, FNU Hoffman and FNU Taylor, and each of their successors, heirs and assigns. County Defendants also means and refers to all freeholders, elected officials, boards, bodies, divisions, employees, agents and representatives of County of Union, Union County Jail and Union County Police Department.

3. "Parties" means, collectively, Plaintiff and County Defendants.

4. "Action" means the lawsuit pending in United States District Court for

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the District of New Jersey, Civil Action No. 06-03380 (JLL), captioned Vernita Davis, et al. v. County of Union, et al.

5. "Settlement Amount" means One-Hundred and Thirty-Thousand dollars (\$130,000).

6. Plaintiff hereby fully releases and forever discharges County Defendants from all claims, actions, causes of action, relief and damages that are sought or could have been sought in the Action. This Release specifically includes, but is not necessarily limited to, all claims, actions, causes of action, relief and damages in any way arising out of the arrest, incarceration and death of Donald Davis on and prior to October 30, 2005. By entering into this Agreement, Plaintiff understands, acknowledges and agrees that Plaintiff will have no further claims or rights against County Defendants for anything arising out of the arrest, incarceration and death of Donald Davis.

7. Plaintiff hereby agrees to defend, indemnify and hold harmless County Defendants from and against any claim brought against County Defendants by any other party to the Action including, but not limited to, Correctional Health Services and all of its employees, agents, representatives, contractors or subcontractors, Nursefinders, Inc., and all of its employees, agents, representatives, contractors or subcontractors, and David Adoadji, R.N. Further, Plaintiff agrees to defend, indemnify and hold harmless County Defendants from and against any claim brought by any offspring, or person

alleging to be an offspring, of Donald Davis, for anything arising out of the arrest, incarceration and death of Donald Davis.

8. Plaintiff agrees that it will not name or seek to name as a defendant in the Action any other Union County-affiliated entity, body, individual, agent or employee.

9. This Agreement is a compromise and settlement of disputed claims. Nothing herein is to be construed as an admission of liability or fault by County Defendants. Plaintiff and its counsel will take all reasonable steps to keep the existence and terms of this Agreement, confidential. By way of example only, Plaintiff and its counsel agree not to affirmatively seek publicity of any sort regarding this Agreement or its terms. However, nothing herein is intended to contravene the New Jersey Open Public Records Act.

10. In consideration for the releases and covenants contained in this Agreement, County of Union agrees to pay to Plaintiff the Settlement Amount. The timing and method of payment of the Settlement Amount will be as follows. Within seven days after the date on which this Agreement is fully signed by Plaintiff and County of Union, the County of Union will furnish to Plaintiff's counsel a purchase order or voucher, requesting certain information regarding the Settlement Amount payee. Within thirty (30) days after receipt of a completed purchase order/voucher from Plaintiff, County of Union shall deliver a settlement draft, in the amount of \$130,000, to

Plaintiff's counsel, Anthony Macri, Esq., 1719 Route 10 East, Suite 123, Parsippany, NJ 07054.

11. Within seven (7) days of receipt of payment of the Settlement Amount, Plaintiff's counsel will submit to the United States District Court, District for New Jersey, a Consent Order dismissing County Defendants from the Action, with a request that the Court enter the Consent Order. The dismissal will be with prejudice and without costs.

12. In entering and agreeing to the terms of this Agreement, the Parties warrant and represent that: (1) they fully understand, and have had the advice of counsel concerning, the terms of this Agreement; and (2) they are fully authorized and have performed all acts necessary to enter into this Agreement.

13. This Agreement may be executed in counterpart signatures, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument.

Dated: 10/29/08
Witness: Anthony Macri

VERNITA DAVIS, INDIVIDUALLY AND AS ADMINISTRATRIX OF THE ESTATE OF DONALD DAVIS, DECEASED AND ADMINISTRATRIX AD PROSEQUENDUM FOR THE ESTATE OF DONALD DAVIS

By: Vernita Davis
Vernita Davis