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Attorneys for Defendants, Township of Union Public School District
and James J. Damato, Esq.
Our File No.: 87299

ROXANNE CIAMPI,

Plaintiff,

v.

TOWNSHIP OF UNION PUBLIC SCHOOL DISTRICT
and JAMES J. DAMATO, ESQ., in his official capacity as
Board Secretary/General Counsel,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: UNION COUNTY
DOCKET NO.: UNN-L-4703-11

Civil Action

**STIPULATION OF SETTLEMENT
AND RELEASE OF ALL CLAIMS**

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS ("Agreement")

is made and entered by, among and between the plaintiff Roxanne Ciampi ("Plaintiff") and defendants, Township of Union Public School District and James J. Damato, Esq. (collectively "Defendants"), all of which parties individually, and together with their past and present divisions, departments, members, trustees, officers, directors, officials, elected officials, agents, servants, representatives, independent contractors, insurers, employees, retired employees, attorneys, heirs, executors, administrators and benefit plans, and all of its and/or their predecessors, successors and assigns are subject to and bound by this Agreement to the extent applicable to them; and

WHEREAS, the Plaintiff commenced an action styled Roxanne Ciampi v. Township of Union Public School District and James J. Damato, Esq., in his official capacity as Board Secretary/General Counsel, in the Superior Court of New Jersey, Law Division, County of Union, Docket No. UNN-L-4703-11 (the "Lawsuit"); and

WHEREAS, the Plaintiff alleged that the Defendant denied her access to records requested under the Open Public Records Act, N.J.S.A. 47:1A-1, *et seq.* ("OPRA"), and pursuant to common law; and

WHEREAS, the Defendants denied the allegations; and

WHEREAS, on April 3, 2012, an Order was entered by Honorable Lisa F. Chrystal, J.S.C., deeming plaintiff the prevailing party and awarding other related relief (the "Order"); and

WHEREAS, the Defendants filed a Notice of Motion for Reconsideration seeking to vacate the Order, which remains open and pending; and

WHEREAS, the plaintiff filed a motion seeking an award of counsel fees as the prevailing party under the Order, which remains open and pending; and

WHEREAS, the Defendants continue to deny having failed to provide access to requested information, and assert that to the extent there was any failure to provide information sought by Plaintiff, it was the sole and exclusive result of an equipment malfunction that has now been remedied; and

WHEREAS, the parties agree that it is in their mutual best interests to resolve all disputes related to, on account of, or arising out of, in any way, the parties' claims against any and all other parties to the Lawsuit; and

WHEREAS, it is understood by Plaintiff that the Defendants, by reason of the payment and other good and valuable consideration to this Agreement made on their behalf, neither admit any liability, nor have they made any agreement to make any payment or to take any action not reflected in this Agreement; and

WHEREAS, it is understood by Plaintiff that the allegations contained in the Lawsuit as asserted by any party remain disputed, inconclusive and denied; and

WHEREAS, it is still understood by Plaintiff that the Defendants maintain that they acted properly at all times, and that they underwent a cost-benefit analysis and determined that it was appropriate to resolve the Lawsuit based upon settlement being in the best interests of the residents of the Township of Union, who are its taxpayers,

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties to this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Plaintiff and the Defendants agree as follows:

1. Plaintiff shall execute a Consent Order vacating the Order and dismissing the Complaint with prejudice;
2. Within thirty (30) days of the Township of Union Public School District's next regularly held meeting, payment in the amount of \$2,000.00 shall be made to Plaintiff, and original of any and all cassette tapes which had been believed by Defendants to have contained recordings from the meeting of July 19, 2011, shall be provided to Plaintiff;
3. Plaintiff specifically acknowledges and agrees that the production of documents and materials for any and all OPRA requests served on The Township of Union Public School District through and including the date of execution of this Agreement, and at any time thereafter, shall not be claimed by plaintiff or her agents, in any way to be a waiver of any privilege including, but not limited to, the Attorney-Client Privilege or the Attorney Work Product Doctrine any of which claims hereafter and forever are waived by and on behalf of Plaintiff;
4. The above promises, covenants and agreements are in settlement of any and all claims that Plaintiff may have including, but not limited to, any and all claims asserted or that could have been asserted, including claims for all related attorneys' fees, *i.e.*, fees of Plaintiff's current attorneys or any previous attorneys retained by Plaintiff;

5. The parties, by executing this Agreement, do irrevocably and unconditionally release and forever discharge the others, from the beginning of time to the date of this Agreement's execution, and payment is made in accordance with its terms, of and from any and all debts, obligations, grievances, claims, charges, demands, suits, judgments, or causes of action of any kind whatsoever, whether known or unknown, seen or unforeseen, which is raised or which could have been raised against the Defendants in this action or any other cause of action of any kind whatsoever in tort, contract, by statute or on any other basis for compensatory, punitive, or other damages, expenses, reimbursements, disbursements, attorneys' fees, damages and interest or costs of any kind including, but not limited to, all rights and claims, whether in law or in equity, in any federal, state, county, local or municipal court or administrative agency, or any grievances through any forum which any party, or anyone acting through her, her estates or on her behalf, or her estates or otherwise, have, have had, have asserted or could have asserted including, but not limited to, claims under common law, the Constitutions of the United States and the State of New Jersey;

6. The Plaintiff understands and agrees that (a) this Agreement expresses a full and complete statement of any and all alleged liabilities of Defendants, which have been denied by the Defendants and are not now admitted, and (b) regardless of the adequacy of the compensation to be paid under this Agreement, this Agreement is intended to avoid any existing or future litigation. Plaintiff binds herself to the terms of this Agreement and agrees that she will not seek any other payment whatsoever from the Defendants;

7. The parties understand and agree that this Agreement is the product of negotiations of all parties, who have had the benefit of advice of counsel of their own choosing and, thus, shall not be construed against any party or parties as having drafted this Agreement;

8. This Agreement may be executed in any number of counterparts and by facsimile, all of which taken together shall constitute one and the same instrument with the same effect, as if the signature and seals thereto and hereto were upon the same document; and

9. The parties knowingly and voluntarily agree to all of the terms of this Agreement, and to be legally bound thereby.

By: Roxanne Ciampi
Roxanne Ciampi

Attest: _____

Dated: 7/11/12

TOWNSHIP OF UNION PUBLIC SCHOOL DISTRICT

By: _____

Attest: _____

Dated: _____

By: _____
James J. Damato, Esq., in his
Official Capacity as Board
Secretary/General Counsel

Attest: _____

Dated: _____
