

SETTLEMENT AGREEMENT AND RELEASE

SETTLEMENT AGREEMENT AND RELEASE dated as of January 14, 2014, by and between Borrelli & Associates, P.L.L.C., hereinafter referred to as "Borrelli" on the one hand, and County of Nassau, the Nassau County Police Department, Eric Arnold and Paul Szymanski, hereinafter referred to as "defendants," on the other hand.

WHEREAS, Borrelli has asserted a claim for attorney's fees against defendants in an action bearing Docket Number 11-CV-1668 (LDW)(WDW) filed in the United States District Court for the Eastern District of New York (the "Action"); and

WHEREAS, a jury trial was held before the Hon. Leonard D. Wexler from June 17, 2013 through June 20, 2013, and the jury returned a verdict in favor of the plaintiff Kevin McCaffrey and Jagermeister Delicatessen, Inc. on some of their claims, awarding them Twenty-Thousand dollars (\$20,000.00) in compensatory damages, which amount has been paid by defendants; and

WHEREAS, subsequent to the trial, Judge Wexler set a briefing schedule for post-trial motions to decide the amount of attorney's fees owed to the prevailing parties under applicable statute(s), if any; and

WHEREAS, the parties now each desire to resolve the issue of attorney's fees to the prevailing parties without the expense of further litigation;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Borrelli's claim for attorney's fees is dismissed with prejudice, including any and all claims that were or could have been asserted by Borrelli arising from the acts and occurrences asserted in the Action.

2. After the full execution and delivery of this Settlement Agreement, defendants, within sixty (60) days of full execution, shall pay to Borrelli the sum of Seventy-Five Thousand Dollars (\$75,000.00) (the "Payment") in one check, made payable to "Borrelli & Associates, P.L.L.C.," to be delivered by the United States Postal Service to Peter J. Famighetti, Esq. at Borrelli & Associates, P.L.L.C. in full resolution of Borrelli's claim for attorneys' fees related to the the Action.

3. Borrelli, for itself, its heirs, executors, administrators, successors, agents, legal representatives and assigns (collectively, the "Releasors"), hereby releases and forever discharges The County of Nassau, its officers, agents, servants, employees and assigns, Eric Arnold and Paul Szymanski (collectively, the "Releasees"), of and from all manner of actions, proceedings, causes of action, suits, debts, dues, sums of money, accounts, contracts, controversies, agreements, promises, damages, fines, judgments, claims, liabilities and demands whatsoever, arising out of the allegations asserted in the Action, whether arising at law or in equity or arising out of its claim for attorneys' fees arising out of this Action, except as to enforcement of the Settlement Agreement and Release.

4. Borrelli acknowledges that it has carefully read this Settlement Agreement and Release in its entirety; understands the terms of this Settlement Agreement and Release; voluntarily assents to all terms, conditions, and obligations contained herein; is signing this Settlement Agreement and Release voluntarily and of its own free will; and have neither solicited nor received any legal or tax advice from defendants or defendants' attorneys.

5. Borrelli acknowledges that there is no impediment to its ability to read and understand all of the terms and provisions of this Settlement Agreement and Release and that its ability has not been impaired by any substance or condition.


6. It is understood and agreed that this Settlement Agreement and Release is entered into pursuant to a settlement of the Borrelli Firm's claim for attorneys' fees, which is the compromise of any disputed claims for attorney's fees which the parties may have; that any actions taken or payments made under this Settlement Agreement and Release are made solely to avoid any further litigation or expense; that this Settlement Agreement and Release and the actions taken pursuant hereto are not to be construed as constituting any determination of the merits of any claims for attorney's fees. Other than what the jury found the defendants liable for in its verdict in this Action, the settlement of Borrelli's claim for attorney's fees is not to be construed as constituting any further admission of liability on the part of the County of Nassau, its officers, agents, servants, employees and assigns, Eric Arnold and Paul Szymanski, and that the County of Nassau, Eric Arnold and Paul Szymanski expressly deny any such liability. In addition, notwithstanding the provisions of any paragraph herein, this Settlement Agreement and Release shall not bind or collaterally estop the County of Nassau, its officers, agents, servants, employees and assigns in pending or future actions or proceedings, in which the same or similar issues are raised, from defending any and all issues raised in said actions or proceedings, or from advancing any defenses.

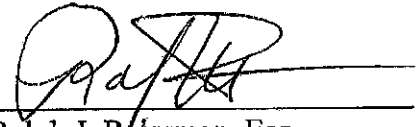
7. This Settlement Agreement and Release constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes and embodies, merges and integrates all prior and current agreements and understanding of

the parties hereto with respect to the subject matter of this Settlement Agreement and Release, and may not be clarified, modified, changed or amended except in writing.

8. The parties each waive, to the fullest extent permitted by law and equity, their right to a jury trial in any action between the parties arising out of this Settlement Agreement and Release, and agree that any such trial shall be in the United States District Court for the Eastern District of New York.

9. This Settlement Agreement and Release may be executed in more than one counterpart, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

By: 
Michael J. Borrelli, Esq.
Borrelli & Associates, P.L.L.C.
Attorneys for Plaintiffs
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Dated: January 14, 2014

By: 
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Dated: January 14, 2014