

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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JAMES GRIFFIN,

Plaintiff,

**STIPULATION
OF SETTLEMENT**

-against-

10 CV 2592(RJD)(MDG)

THE CITY OF NEW YORK, NEW YORK CITY POLICE
DEPARTMENT, JOSEPH REZNICK, individually, SEAN
CROWLEY, individually, MICHAEL MILTENBERG,
individually, and ANTHONY CARDINALE, individually,

Defendants.

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WHEREAS, James Griffin ("Plaintiff") commenced this action on or about March 8, 2010 by filing a complaint in United States District Court of the Eastern District of New York under Docket Number 10 Civ. 2592, alleging, inter alia, claims of First Amendment retaliation under 42 U.S.C. Section 1983;

WHEREAS, the defendants THE CITY OF NEW YORK ("City"), NEW YORK CITY POLICE DEPARTMENT, JOSEPH REZNICK, SEAN CROWLEY, and MICHAEL MILTENBERG (collectively "City defendants") deny the truth of Plaintiff's allegations and any and all liability arising out of Plaintiff's allegations;

WHEREAS, in connection with this Stipulation of Settlement, the plaintiff shall submit a Proposed Order pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure to the Court, dismissing this action with prejudice as to all defendants; and;

WHEREAS, no party is an infant or incompetent for which a committee has been appointed; and

WHEREAS, there is no person not a party who has any interest in the subject matter of this proceeding; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY AGREED, by and among the undersigned, as follows:

1. Plaintiff agrees to discontinue the above action, with prejudice and without costs, expenses and fees in excess of the amounts specified in paragraph "2" below, and dismiss all claims asserted against the City defendants, and to City defendants, their successors or assigns, and all present and former officials, employees, representatives and agents of defendants ("Released Parties") from any and all claims, liabilities and/or causes of action which Plaintiff has or may have against any of the Released Parties based on any act, omission, event or occurrence occurring up through and including the date hereof, including, without limitation, any and all claims which were or could have been alleged by Plaintiff in this action arising out of the events alleged in the complaint herein, including all claims for attorneys' fees and costs.

2. In consideration for the above, the City will pay to Plaintiff the sum of two hundred and eighty thousand dollars (\$280,000.00), inclusive of any claims for costs, disbursements and attorney's fees, payable as follows: one check made payable to "Borrelli & Associates, P.L.L.C." in the amount of two hundred and eighty thousand dollars (\$280,000.00).

3. Plaintiff shall execute and deliver to City defendants' attorneys all documents necessary to effect this settlement, including, without limitation, a proposed order of dismissal with prejudice in the form attached hereto as Exhibit "A," a general release in the form attached hereto as Exhibit "B," an affidavit concerning liens in the form attached hereto as

Exhibit “C,” and that plaintiff’s counsel shall execute a City of New York Substitute W-9 form attached hereto as Exhibit “D.”

4. It is agreed that the payment and actions set forth in paragraphs “1” through “3” supra shall be in full and complete satisfaction of all claims that were raised or that could have been raised in the above-captioned action.

5. Nothing contained herein shall be deemed to be an admission of the truth of any of the allegations set forth in the complaint, or an admission by City defendants that they have in any manner or way violated Plaintiff’s rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York, or any other rules, regulations or bylaws of any department or subdivision of the City. This Stipulation of Settlement may not be used or offered into or entered into evidence in any litigation, mediation, alternative dispute resolution, grievances, or any other forum, for any purpose whatsoever, except to enforce the terms of this stipulation.

6. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Police Department.

7. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral or written agreement entered into at any time nor prior to the execution of this Settlement Agreement shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein. This Stipulation of Settlement for the case Griffin v. City et al, Index No. 10 Civ. 2592 may be signed in counterparts.

Dated: New York, New York
April 4, 2014

Borrelli & Associates, P.L.L.C.
Attorneys for Plaintiff
1010 Northern Boulevard, Suite 328
Great Neck, New York 11021
Tel. No. (516) 248 - 5550

By: _____

Alexander T. Coleman, Esq.

ZACHARY W. CARTER

Corporation Counsel of the City of New York
Attorney for City Defendants
100 Church Street, Room 2-123
New York, New York 10007
(212) 356-2450

By: _____

Zev Singer

Assistant Corporation Counsel

JAMES GRIFFIN

James Griffin

EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X
JAMES GRIFFIN,

Plaintiff,

-against-

THE CITY OF NEW YORK, NEW YORK CITY POLICE
DEPARTMENT, JOSEPH REZNICK, individually, SEAN
CROWLEY, individually, MICHAEL MILTENBERG,
individually, and ANTHONY CARDINALE, individually,

,

Defendants.

**STIPULATION AND ORDER
OF DISCONTINUANCE
WITH PREJUDICE**

10 CV 2592(RJD)(MDG)

----- X
IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, that the above-captioned action, be, and hereby is, dismissed and discontinued with prejudice against defendants without costs or fees to either party.

Dated: New York, New York
April 4, 2014

Borrelli & Associates, P.L.L.C.
Attorneys for Plaintiff
1010 Northern Boulevard, Suite 328
Great Neck, New York 11021
Tel. No. (516) 248 - 5550

By: _____

Alexander T. Coleman, Esq.

ZACHARY W. CARTER
Corporation Counsel of the City of New York
Attorney for City Defendants
100 Church Street, Room 2-123
New York, New York 10007
(212) 356-2450

By: _____

Zev Singer
Assistant Corporation Counsel

SO ORDERED: _____

EXHIBIT B

GENERAL RELEASE

KNOW THAT I, JAMES GRIFFIN, the plaintiff in the action presently pending in the United States District Court for the Eastern District of New York entitled Griffin v. The City of New York et al, Index No. 10 Civ. 2592 (the "Action"), in consideration of the agreement by the City of New York ("City") to pay the sum two hundred and eighty thousand dollars (\$280,000.00), inclusive of any claims for costs, disbursements and attorney's fees, do hereby waive, release and discharge defendants THE CITY OF NEW YORK, NEW YORK CITY POLICE DEPARTMENT, JOSEPH REZNICK, SEAN CROWLEY, and MICHAEL MILTENBERG (collectively "City defendants"), their successors and assigns, and all present and former officials, employees, representatives and agents of the City ("Released Parties"), from any and all claims, liabilities and/or causes of action which Plaintiff has or may have against any of the Released Parties based on any act, omission, event or occurrence occurring from the beginning of the world up through and including the date of the execution of this General Release, including, without limitation, any and all claims which were or could have been alleged by Plaintiff in the Action arising out of the events alleged in the complaint and amended complaint therein, including all claims for attorneys' fees and costs.

Plaintiff acknowledges that in accordance with the Older Workers Benefit Protection Act (i) he enters into this Release voluntarily and with full understanding and knowledge of its consequences; (ii) he has been advised to consult with an attorney before executing this release and has been represented by counsel in connection herewith; (iii) he has been provided with at least a twenty-one (21) calendar day period to review and consider whether to sign this release; and (iv) he has been advised that he has seven (7) calendar days following execution of this release to revoke it (the "Revocation Period"). This release will not be effective and enforceable until the Revocation Period has expired. Such revocation shall only

be effective if an originally executed written notice of revocation is delivered to ZACHARY W. CARTER, Corporation Counsel of the City of New York, Attorney for Defendant, Attention: Zev Singer, Assistant Corporation Counsel, 100 Church Street, Room 2-123 New York, N.Y. 10007 on or before 5:00 p.m. on the seventh day after execution of this Release. If so revoked, this Release shall be deemed to be void ab initio and have no force or effect.

This General Release may not be changed orally.

THE UNDERSIGNED HAS READ THE FOREGOING GENERAL RELEASE AND FULLY UNDERSTANDS IT.

IN WITNESS WHEREOF, I have executed this General Release this 7 day of April, 2014.



JAMES GRIFFIN

STATE OF NY, COUNTY OF Nassau SS.:

On April 7 2014 before me personally came **JAMES GRIFFIN** to me known, and known to me to be the individual described in, and who executed the foregoing WAIVER AND GENERAL RELEASE, and duly acknowledged to me that she executed the same.



NOTARY PUBLIC

CHRISTOPHER SCOTT GOLL
Notary Public, State of New York
No. 01GO6280687
Qualified in Suffolk County
Commission Expires 05/13/2017 