SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement") is made and entered into by Raiquan Falls (the "Releasor") and Police Officer ("P.O.") Myra Rude, Shield #451; P.O. Trevor Lord, Shield #469; P.O. Jonathan Saintiche, Shield #466; Sergeant William Anderson, Shield #162; P.O. Patrick Bloomer, Shield #595; P.O. Carlos Canario, Shield #458; P.O. Jeffrey Perez, Shield #283; and P.O. Chris Tabachnick, Shield #439 (together with the City of Newburgh, New York, the "Releasees" and, together with Releasor, the "Parties").

The parties agree to the following conditions in full and final settlement of all claims in the litigation captioned *Fall v. DuBois, et al.*, Do. No. 17-CV-1339 (VB)(PED), venued in the United States District Court for the Southern District of New York.

1. On behalf of the Releasees, the City of Newburgh agrees to pay Releasor, as set forth in Paragraph No. 3 of this Agreement, the total sum of Eight Thousand Dollars and no cents ($8,000.00) in full and final settlement of all claims against Releasees (the "Settlement Funds"). Payment of the Settlement Funds shall be made within thirty (30) days after approval of this Agreement by the Newburgh City Council.

2. For and in consideration of the Settlement Funds and for other good and valuable consideration as described herein, Releasor (and his heirs, assigns, and any other person or entity that might now or in the future have a claim through Releasor and his respective heirs and assigns) hereby waives, releases and forever discharges Releasees and the Releasees' agents and assigns, including Releasees' employers, attorneys, insurers, representatives and agents, in both their official and individual capacities, from any and all past, present or future actions, at law or in equity, whether arising by statute, common law or otherwise, claims, costs, loss of services, attorneys' fees, expenses and compensation and demands of whatsoever kind or nature, on account of, or in any way growing out of injuries, losses and damages, claims or actions for contribution and / or indemnity and claims of whatever nature, including compensatory, consequential, or punitive damages now existing or which may develop, whether or not such consequences are known, unknown, anticipated, or unanticipated, arising out of the incidents that occurred on or around September 28, 2015 that are the subject of Releasor's Complaint and Amended Complaint in the lawsuit *Falls v. DuBois, et al.*, Do. No. 17-CV-1339 (VB)(PED), including, but not limited to, the claims which were or could have been alleged in that action, except a claim that Releasees have failed to comply with this Agreement.

3. Releasees shall pay the Settlement Funds to Releasor via check to his attention at:

Raiquan Falls

4. By agreeing to this settlement, no defendant or elected or appointed official of the City of Newburgh is acknowledging, expressly or impliedly, any fault, liability or responsibility whatsoever for any of the alleged violations of plaintiff's rights set forth in his complaint.

5. Releasor understands and agrees that the Settlement Funds are the only payments or benefits to which the Releasor is entitled under this Agreement. Releasor understands and agrees that he will not seek anything further, whether monetary or otherwise, from the Releasees relating to the incidents that occurred on or around September 28, 2015 that are the subject of Releasor's Complaint and Amended Complaint in the lawsuit *Falls v. DuBois, et al.*, Do. No. 17-CV-1339 (VB)(PED). Releasees understand and agree that they will not seek anything further, including but not limited to fees and costs, relating to the incidents that occurred on or around September 28, 2015 that are the subject of Releasor's Complaint and Amended Complaint in the lawsuit *Falls v. DuBois, et al.*, Do. No. 17-CV-1339 (VB)(PED) and the litigation of that action.

6. This Agreement contains the sole and the entire agreement between Releasor and the Releasees and fully supersedes any and all prior or contemporaneous agreements and understandings, whether oral or written, pertaining to the subject matter hereof. Releasor represents and acknowledges, in executing this Agreement, that he is competent to enter into this agreement freely. Releasor confirms that in executing this Agreement, he has not relied upon any representation or statement not set forth herein that may have been made by the Releasees or their counsel or representatives with regard to the subject matter of this Agreement. The Releasees acknowledge no additional promise or agreement has been made as consideration for this Agreement and the signing thereof has not been induced by any representations of the Releasees, or by anyone on their behalf, concerning the allegations in the Complaint or Amended Complaint in *Falls v. Dubois et al.*, Do. No. 17-cv-1339 (VB)(PED). No other promises or agreements shall be binding unless in writing, signed by all the parties hereto, and expressly stated to be a modification of this Agreement.

7. The terms of this Agreement do not establish a policy, precedent, or procedure of any nature and are not binding on the Releasor or Releasees with regard to any matter other than *Falls v. DuBois, et al.*, Do. No. 17-CV-1339 (VB)(PED). This Agreement shall have no effect on any other pending litigation in which Releasor is a party or that Releasor may subsequently bring arising from any incidents or occurrences other than those that occurred on or around September 28, 2015 and which are the subject of Releasor's Complaint and Amended Complaint in *Falls v. DuBois, et al.*, Do. No. 17-CV-1339 (VB)(PED).

8. The Parties agree that this Agreement shall not be offered, used or considered as evidence in any proceeding of any type, except to the extent necessary to enforce the terms of this Agreement.

9. This Agreement encompasses the entire agreement between the Releasor and the Releasees. The terms of this Agreement are contractual and not a mere recital. Should any clause of this Agreement be found to be in violation of law, or ineffective or barred for any reason whatsoever, the remainder of the Agreement shall remain in full force and effect.

10. This Agreement may not be changed or modified except by a writing signed by the undersigned.

11. This Agreement shall not be effective or binding upon the undersigned unless and until it is approved by the Newburgh City Council by formal resolution.

12. This Agreement may be executed in counterparts, which shall have the same force and effect as a single, originally-executed document.

13. The Parties state that they have carefully read the foregoing Agreement, have had the opportunity to discuss its contents with counsel, and know the contents thereof, and sign the same as their own free act, and it is their intention to be legally bound hereby.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 22nd, 2020.

Mr. Raiquan Falls

I declare under penalty of perjury that the foregoing is true and correct. Executed on JUL - 1 2020.

Releasees
By: Joseph Donat
City Manager
City of Newburgh
83 Broadway, Newburgh NY 12550