

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

**FILED**  
IN CLERK'S OFFICE  
U. S. DISTRICT COURT E.D. N.Y.  
★ AUG 10 1998 ★  
TIME A.M. \_\_\_\_\_  
P.M. \_\_\_\_\_

BENJAMIN BLAIR,

Plaintiff,

- against -

THE CITY OF NEW YORK, a municipal entity, "JOHN  
DOES," police officers whose names and shield #'s are  
unknown,

Defendants.

**STIPULATION AND  
ORDER OF  
SETTLEMENT AND  
DISCONTINUANCE**

CV 98-2889 (RR)

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**WHEREAS,** plaintiff commenced this action by filing a complaint in the Eastern District clerk's office on April 15, 1998, alleging that on January 20, 1998, plaintiff was, inter alia, falsely arrested, falsely imprisoned and maliciously prosecuted; and

**WHEREAS,** defendant City of New York has denied any and all liability arising out of plaintiff's allegations; and

**WHEREAS,** the plaintiff and defendant 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 STIPULATED AND AGREED,** by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff the sum of \$13,500.00 (thirteen thousand five hundred dollars) in full satisfaction of all claims that were or could have been raised against the defendants, including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all

*(Handwritten initials)*  
C/M

the claims against defendant and to release the defendant City of New York, its successors or assigns, and all past and present officials, employees, representatives and agents of the City of New York and its departments and agencies from any and all liability, claims, or rights of action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to defendant's attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by the defendant that it has 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 of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

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

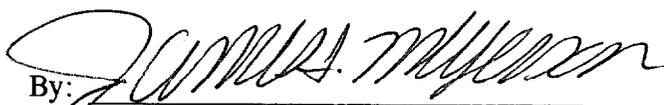
6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject

matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
August 5, 1998

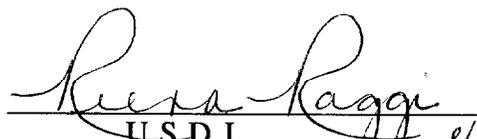
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By:   
James I Meyerson, Esq.

By:   
Catherine A. Green (CG 6677)  
Assistant Corporation Counsel

SO ORDERED:

  
U.S.D.J. 8/7/98

c/m