

SETTLEMENT AGREEMENT AND RELEASE

AND NOW, the undersigned, East Vincent Township, Spring City Borough and Richard Hookway, in settlement of their dispute as described herein, hereby mutually covenant and agree as follows:

WHEREAS, Mr. Hookway (hereinafter, "Plaintiff") has commenced or will commence a civil action against East Vincent Township and the Borough of Spring City (hereinafter, "Defendants") in the United States District Court for the Eastern District of Pennsylvania ("the Federal Action");

WHEREAS, the complaint alleges that Defendants violated Plaintiff's constitutional rights by issuing criminal citations against him for videotaping police officers during the performance of their official duties;

WHEREAS, Plaintiff and Defendants now wish to settle the claims in the Federal Action. It is expressly acknowledged that Defendants do not admit any liability to Plaintiff by entering into this Agreement to settle the matter;

THEREFORE, the parties agree as follows:

- 1) No later than January 1, 2009, each of the Defendants' Police Departments shall adopt a written internal policy confirming the right of members of the public to observe and, if they wish, to make video and/or sound recordings of police during the course of the discharge of their public duties, so long as the observing members of the public are not violating the laws of the Commonwealth of Pennsylvania or local ordinances, nor physically or otherwise obstruct police at their work. The policy shall be substantially in the form of the policy exchanged between counsel and attached hereto as Exhibit "A" (the "Policy on Observation of Police"). Counsel for each Defendant shall

provide Plaintiff's counsel with written notification of the formal adoption of the Policy on Observation of Police, and a copy of the Policy as adopted no later than January 15, 2009.

- 2) Prior to the formal adoption of the Policy on Observation of Police, each Defendant agrees that neither Plaintiff nor other members of the public shall be cited for or otherwise discouraged from observing and, if they wish, making video and/or sound recordings of East Vincent or Spring Borough police officers during the course of the discharge of their public duties, so long as the observing members of the public are not violating the laws of the Commonwealth of Pennsylvania or local ordinances, nor physically or otherwise obstructing police at their work.
- 3) The Defendants shall implement the Policy on Observation of Police in the following manner:
 - a. Within thirty (30) days of the adoption of the Policy, each Defendant's Police Department shall disseminate it to all active duty Police Officers in written form. Each active duty police officer shall certify that he has read and understands the policy, either through a written acknowledgement at the time the Policy is distributed, or as part of his attendance at a training as described in the next paragraph.
 - b. Each Defendant's Police Department shall incorporate training on the Policy in all mandatory trainings for new and continuing officers, beginning no later than January 2009.
 - c. Upon reasonable request by Plaintiff's counsel, counsel for Defendants shall provide written assurances that the required trainings have taken place and/or that all officers have acknowledged receipt of the Policy.

- 4) Within thirty (30) days of the receipt of a copy of this Agreement executed by Plaintiff, each Defendant shall pay Plaintiff the sum of \$3,200.00.
- 5) It is understood that the parties herein released admit no liability of any sort by reason of the said incident and that said payment and payment in compromise is made to avoid additional expense and the uncertainties of trial and to terminate further controversy respecting all claims for damages that Plaintiff has asserted or that Plaintiff or my personal representative could assert because of the said incident and is not considered to represent a finding of liability regarding any federal claim or claims Plaintiff has asserted against the Defendants.
- 6) Within ten (10) days of the receipt of a copy of this Agreement executed by Plaintiff, each Defendant shall deliver to Plaintiff's counsel, a letter addressed to Plaintiff concerning the events that are the subject of the Federal Action. The letter shall duplicate the content of the draft letter exchanged between counsel and attached hereto as Exhibit "B".
- 7) Within ten (10) days of the receipt of a copy of this Agreement executed by each Defendant, Plaintiff's counsel shall file with the Court a joint stipulation of dismissal in which this agreement is incorporated by reference and in which the Court retains jurisdiction over the Federal Action for purposes of enforcement of the terms of this Settlement Agreement for a period of one year from the date of the stipulation.
- 8) Plaintiff and Defendants hereby mutually release and forever discharge each other, and their agents, employees, officers, directors, attorneys, servants and

insurers from any and all claims, counterclaims, demands, debts, liabilities, accounts, damages, reckoning, obligations, costs, expenses, liens, actions, causes of action, or losses of any kind whatsoever, whether known or suspected, unknown or unsuspected, anticipated or unanticipated, direct or indirect, fixed or contingent, which exist, may exist or have existed up to the date of this Settlement Agreement, relating to any claims which have been or could have been asserted in the Federal Action.

9) It is further agreed that each party hereto shall bear its own attorney's fees and costs arising from their actions or the actions of their own counsel in connection with the Federal Action, the Complaint, this Settlement Agreement and all related matters.

10) Plaintiff agrees to indemnify and hold harmless Defendants from, and to satisfy in full, any and all claims or liens presently existing or that might exist in the future against the Plaintiff on the settlement fund herein by any person, entity, or corporation.

11) This Settlement Agreement may not be amended or supplemented, and no waiver of, or consent to, or departures from provisions hereof shall be effective, unless set forth in a writing signed by all parties.

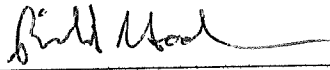
12) It is further agreed and expressly understood that there are no other understandings or agreements, verbal or otherwise, in relation to any matter pertaining to this Settlement Agreement which are not expressly set forth herein.

13) This Settlement Agreement has been freely, knowingly, and voluntarily

executed by Plaintiff and each Defendant after consultation with the legal counsel of their choice.

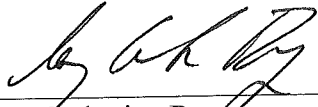
- 14) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile or electronic copy in any image format (e.g. .pdf, .jpg, .bmp).

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have set their hands and signatures below.



Richard Hookway

Date: 11/13/08



Mary Catherine Roper
Counsel for Plaintiff

Date: 11/14/08

For East Vincent Township:

_____ Date: _____

For the Borough of Spring City:

_____ Date: _____