

NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
10-CVS-19930

WAKE COUNTY

BRIAN CECCARELLI and LORI MILLETTE )  
individually and as class representative, )

Plaintiffs, )

v. )

TOWN OF CARY, )

Defendant. )

CONSENT AGREEMENT  
WITHDRAWING NOTICE  
OF APPEAL, WITHDRAWING  
MOTION FOR COSTS, AND  
RELEASE

The parties have agreed to the following resolution to end this litigation.

1. The Plaintiffs hereby withdraw their Notice of Appeal filed on or about August 15, 2013.
2. The Defendant hereby withdraws its Motion for Costs filed on or about April 12, 2013.
3. The Plaintiffs, individually and as class representatives, agree not to appeal any other ruling in the case by appeal or by any other writ or petition.
4. The Defendant agrees not to file any other motion for costs in the case.
5. The Plaintiffs, individually and as class representatives, hereby agree to enter into a General Release attached hereto as Exhibit A.

This the \_\_\_\_\_ day of September, 2013.

MARTINEAU KING, PLLC

STAM & DANCHI, PLLC

By: \_\_\_\_\_  
Elizabeth A. Martineau  
Attorney for Defendant  
P.O. Box 31188  
Charlotte, NC 28231  
Phone: 704-247-8520

By: \_\_\_\_\_  
Paul Stam  
Attorney for Plaintiffs  
P.O. Box 1600  
Apex, North Carolina 27502  
Tel: (919) 362-8873

Fax: (919) 387-7329  
Email: [paulstam@bellsouth.net](mailto:paulstam@bellsouth.net)

Date: August \_\_\_\_, 2013

Date: August \_\_\_\_, 2013

Document/Cary Red Light/Settlement Agreement

EXHIBIT A

To the CONSENT AGREEMENT WITHDRAWING NOTICE OF APPEAL,  
WITHDRAWING MOTION FOR COSTS, AND RELEASE

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**FULL AND FINAL DISCHARGE AND RELEASE OF ALL CLAIMS**

This Full and Final Discharge and Release of All Claims ("Release) is made and entered into by Plaintiffs, Brian Ceccarelli and Lori Millette, individually and as class representatives in the lawsuit styled, *Brian Ceccarelli and Lori Millette, individually and as class representatives v. Town of Cary*, in the General Court of Justice, Superior Court Division, Wake County, North Carolina, Case No.; 10 CVS 19930 ("Plaintiffs").

The Plaintiffs, together with their heirs, executors, administrators, agents, and assigns, for and in consideration of the Defendant Town of Cary ("Town") agreeing to enter into the above mentioned Consent Agreement Withdrawing Notice of Appeal, Withdrawing Motion for Costs, and Release ("Consent Agreement"), do hereby release, acquit, waive and forever discharge, the Town of Cary, North Carolina and its past and present elected or sworn officials, departments, commissions, officers, employees, agents, attorneys, assigns, and insurers, together with any other person or entity who may be liable or otherwise responsible for the Plaintiffs' alleged injuries or damages resulting from or arising out of the matter which is the subject of the above mentioned lawsuit, of and from any and all claims, actions, causes of action, demands, suits, rights, damages, costs, attorney fees, and all other economic and non-economic losses whatsoever, existing under federal, state, local or international law, statute, rule, common law or other legal basis of any kind or nature whatsoever, whether known or unknown, contingent or absolute, past or present, which the Plaintiffs now have or which they may hereafter accrue resulting from or arising out of the matter which is the subject of the above mentioned lawsuit.

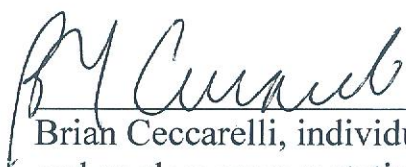
The Plaintiffs understand and agree that the Town denies any liability towards Plaintiffs and has only agreed to enter into the Consent Agreement in order to avoid and/or minimize further expenses and to end any and all appeals by Plaintiffs of the Judgment entered in favor of the Town in this case.



The Plaintiffs hereby declare and represent that no promise, inducement or agreement other than herein contained in the Consent Agreement and this Release has been made to them, and that the Consent Agreement and this Release (Exhibit A to the Consent Agreement) contain the entire agreement between the parties, and that the Release is a General Release and that the terms of this Release are contractual and are not a mere recital.

All Parties represent that they are competent to execute the Consent Agreement and this Release and presently are not acting under any duress, disability or other incapacity, that they have full authority to execute the Consent Agreement and Release, and that this Consent Agreement and Release represents their valid and binding obligation. All Parties further represent and warrant that they have not assigned, transferred or conveyed at any time to any individual or entity any of the claims herein released, or permitted any other person or entity to acquire rights against any of the other Parties to this Consent Agreement or Release by subrogation, whether legal or equitable. The Plaintiffs further acknowledge that each of them has read this Release and has gone over it with their attorneys who are of their own choosing, Stam & Danchi, PLLC and/or William Peaslee.

EACH PLAINTIFF HAVING READ THE FOREGOING RELEASE AND FULLY UNDERSTANDING IT AFFIX THEIR SIGNATURE BELOW.

  
\_\_\_\_\_  
Brian Ceccarelli, individually  
and as class representative

10/7/13  
Date:

  
\_\_\_\_\_  
Lori Millette, individually  
and as class representative

10/3/13  
Date:

CONSENTED TO:

Stam & Danchi, PLLC

William W. Peaslee,  
Attorney at Law PLLC

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By: Paul Stam  
Attorney for Plaintiffs

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By: William Peaslee  
Attorney for Plaintiffs