

LINDA M. SINUK

COUNSELLOR AT LAW

DEPUTY CLERK
SUPERIOR COURT
BURLINGTON COUNTY
53 PATERSON STREET
NEW BRUNSWICK, NEW JERSEY 08901

(732) 296-1771

TELECOPIER: (732) 296-1792

JUN 01 - 5 A 8:49

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June 1, 2011 - RECEIVED

The Honorable John E. Harrington, J.S.C.
Burlington Superior Court
49 Rancocas Road
P.O. box 6555
Mount Holly, New Jersey 08060

RE: Kayser v. Animal Eye Clinic
DOCKET # BUR-L- 001310-08

Dear Judge Harrington,

Please accept this letter brief in Opposition to Defendant's Motion to Enforce the Settlement, returnable before Your Honor on June 10, 2011.

As Your Honor is aware the parties in this matter reached a proposed settlement agreement on September 29, 2010 before Your Honor. (Please see Order dated September 29, 2010 annexed hereto as **Exhibit A.**) As I am sure Your Honor recalls, Your Honor devoted a great deal of thought and guidance with regard to the terms of the Confidentiality Agreement. Your Honor was very specific in this regard.

In direct contravention of Your Honor's instructions, Defendant forwarded a Release and Confidentiality Agreement well beyond the scope of Your Honor's directive. (Please see Confidentiality Agreement annexed hereto as **Exhibit B.**) This Confidentiality Agreement drafted with almost complete disregard of Your Honor's instructions, as indicated by paragraph 1, 3, 4, 5,6,7,8, 9, and 10.

Upon review of this Confidentiality Agreement, I made several changes, which defendant agreed to, other than paragraphs, 3, 7, and 9. Defendant would not agree to amend paragraphs 3, which addressed electronic devices, paragraph 7 which stated Plaintiff could not discuss Betsy's care even with regard to Betsy's law, and paragraph 9, which directed my office to return all originals and copies of any documents received from Dr. Clinton. Other than the issue of electronic devices, none of the other issues were within Your Honor's instructions. Plaintiff contends Defendant breached any agreement made between the parties by forwarding a Confidentiality Agreement, that would seem impossible for any reasonable person to believe it was within Your Honor's guidelines, for example stating Plaintiff cannot mention anything regarding Betsy's care with regard to Betsy's law, stating we must return all documents, which were not propounded under seal or protective order, and including statements that cannot even say the case has settled.

It is Plaintiff's position at this point, Defendant had no intention of cooperating with Plaintiff in resolving this matter without dragging it out creating more work and more billing. Please see Defendant's letter dated November 19, 2010 agreeing to most of Plaintiff's recommendation, which were made pursuant to my understanding of Your Honor's directions. Why was it necessary for Defendant to forward a Confidentiality Agreement that fails to comport with Your Honor's instructions. (Please see Defendant's letter annexed hereto as **Exhibit C.**)

When Defendant continued not to agree with the proposed changes, I suggested with conference this matter with Your Honor, which took place, on the record, on April 8, 2011 and lasted for nearly (45) forty-five minutes. Your Honor gave us a tremendous amount of time and with regard to Paragraph 7, provided verbatim instructions as to what Plaintiff could say regarding Betsy's law. My office memorialized Your Honor's instructions in a letter dated April 15, 2011, annexed hereto as **Exhibit D.**) The letter states as follows:

7. There is a bill/law proposed in the New Jersey State Legislature, entitled "Betsy's Law." Plaintiff is entitled to speak about the details of this case if in a closed/private session with members of the New Jersey State Legislature.

In all other circumstances Plaintiff is permitted to comment on Betsy's Law as follows:

If this law (Betsy's Law) had been in effect when my dog was being cared for, and treated, I would not have allowed my dog to stay overnight and my dog would be alive today.

My office did not receive a response to this letter, by telephone, facsimile or regular mail. We did not receive a telephone call stating Defense Counsel is in and out of the office, but an agreement with be forthcoming. My office forwarded another letter dated April 27, 2011. (Please see April 27, 2011 letter annexed hereto as **Exhibit D.**)

Defendant did not include these letters in his Motion to Enforce the Settlement.

Defense counsel has a secretary and many associates who work for him, as he has made clear to me over the course of this litigation. In fact, I have had prior trials and have been bombarded with in limine motions the Friday prior to trial, usually forwarded via facsimile between 4:00 and 5:00 p.m. In fact, as a solo practitioner, prior to the Kayser trial, I telephoned Mr. Breymeier and in an attempt to work out some issues that were the subject of these Motions, I suggested we discuss some of them rather than spending an entire weekend writing Motions. He made it abundantly clear to me his associates would be working on this Motions and not him. Clearly it is my responsibility to respond to in limine motions, and that is not why I mention this, I mention this because it is unreasonable to believe, his office did not have the time to leave a telephone message with my office for almost (3) three weeks to state the Agreement would be forthcoming.

Moreover, Defendant not only failed to attach Plaintiff's letters dated April 15, 2011 and April 27, 2011, but continues to misrepresent facts to the Court, with regard to Plaintiff's internet posts. Initially, Your Honor stated Plaintiff would have (7) seven days from the day the Confidentiality Agreement was signed to remove her posts from the Internet. Out of respect for Your Honor, petitioner removed everything off of the internet on of September 29, 2011. All of

Defendant's exhibits are from posts which were done following my letter to my client. Even the article attached as Exhibit B, in Defendant's brief proves my client would not discuss the case. Plaintiff states in the article she cannot discuss the settlement. Additionally, upon a telephone call to the city of Medford, I was advised none of the telephone poles are on private property. Defendant has been asking to sanction Plaintiff since we were in Court in September. Defendant has turned this into a witch hunt. At what point do Plaintiffs have any rights.

Every exhibit in Defendant's brief was posted after Plaintiffs decided to abandon the case. Defendant knows this, but still presents it to the court without dates, and implies over and over again this happened in violation of Your Honor's directive of September 27, 2011, implying Plaintiff has been doing this continually since that time.

The Court should not be used as an arena for revenge and gamesmanship. Facts should be presented accurately to the Court. Letters and dates should not be omitted.

R. 4:42-1 (b), Settlement by Motion Consent.

Pursuant to R. 4:42-1 (b), either party had (10) ten days from the day of Your Honor's decision to enforce this settlement. R. 4:42-1 (b) states:

Settlement by Motion or Consent...[f]ormal written judgments or Orders ***shall*** be presented to the court for execution within 10 days after its decision is made known, unless such time is enlarged for good cause. (emphasis added)

Defendant did not present an Order to the Court within ten (10) days of September 29, 2011. It would be impossible for Defendant to argue this decision was not made known. Even letting that go, casting Defendant in the best light possible, that we were waiting for Your Honor's guidance, Defendant again failed to comply with this Rule following the April 8, 2011 telephone conference with Your Honor, which was put on the records and left no stones unturned regarding any issue. Defendant failed to present an Order to the Court. Defendant failed to respond to Plaintiff's letters in this regard. Pursuant to R. 4:42.1 (b) Defendant has waived his right to enforce this settlement.

When my office received no indication from Defendant that a response would be forthcoming, following the telephone conference with Your Honor, Plaintiffs and I discussed this matter, and they made the decision to abandon the case. By letter dated April 18, 2011 my office notified Defense Counsel with a copy to Your Honor and my clients. This letter stated they were free to discuss this case, barring, of course any defamatory comments or untrue statements.

Defendant has willfully violated Your Honor's instructions, not Plaintiff. Defendant is in contempt, not Plaintiff. Defendant should be sanctioned for this behavior. The cases cited by Plaintiff are not relevant to the case at bar. In The Berg Agency v. Sleepworld-Willingboro, Inc., 136 N.J. Super. 369 (1975), a commercial lease is at issue and a breach of contract as to this lease. If Defendant is going to assert this is a breach of contract, it is Plaintiff's position that Defendant breached this contract by forwarding the first Confidentiality Agreement which was

ridiculous. It's not as if we hadn't discussed it for (2) two days with Your Honor. There was no reason for this delay and for this matter to be turned into a complicated mess. With all of this delay, Defendant has the audacity to request counsel fees. It has become crystal clear that Defendant is the one who is harassing Plaintiffs.

In the other case relied on by Defendant, Williams v. Vito, 365 N.J. Super. 225, the Plaintiff changed his mind regarding the settlement the following day. This is certainly not the case here. Plaintiffs in fact, complied with Your Honor's instructions the same night we were in court on September 29, 2010. Even the document provided by Defendant quotes the Plaintiff saying "she cannot discuss the settlement." Yet Defendant still uses this as an example to say Plaintiff is in contempt. Moreover, Plaintiffs have not decided they want more money, as in the cases cited by Defendant. Plaintiffs no longer wish to pursue this case. Defendant failed to honor the proposed settlement agreement making any proposed agreement null and void.

None of the cases cited by Defendant involve Confidentiality Agreements. This is clearly a great benefit to Defendant, for very little monetary benefit to Plaintiff. Even in light of this Defendant chose to disregard Your Honor's instructions. If Defendant had executed a Confidentiality Agreement in line with Your Honor's instructions on September 27, 2010, this would have been resolved. Although Defendant chose to ignore Your Honor's instructions and provide a Confidentiality Agreement which Defendant knew would not be acceptable to Plaintiff. Defendant's complete disregard for Your Honor's instructions constitutes breach of any potential agreement. Moreover, even after Plaintiff waited for (7) seven months, Defendant still refused to follow Your Honor's instructions following our April 8, 2011 telephone conference.

In Pascarella v. Bruck, 190 N.J. Super. 118 (App. Div. 1983) the court states:

absent a demonstration of "fraud or other
compelling circumstances"

a court should honor a settlement. Clearly there are other compelling circumstances in the case at bar. Defendant refused to adhere to Your Honor's instructions as evidenced by the first Confidentiality Agreement, which is far beyond the scope of Your Honor's instructions, and further evidenced by Defendant's failure to finalize any potential settlement following our conference call with Your Honor on April 8, 2011, in which Your Honor was extremely specific. Moreover, Defendant failed to respond to the letters sent by my office dated April 15, 2011 and April 27, 2011.

Defendant delayed in settling this case. Defendant has taken every opportunity to disparage my client to Your Honor. None of the cases cited by Defendant are relevant to the case at bar, and Defendant has breached any proposed agreement by the submission of his first Confidentiality Agreement, which was completely outside of the scope of Your Honor's instructions and then again by failing to adhere to Your Honor's instructions following our conference call on April 8, 2011. Defendant has delayed settlement of this matter for (7) seven months following our appearance in court before Your Honor. After (7) seven months of being compliant, Plaintiff has chosen not to continue with this case. None of the cases cited by Defendant involve Plaintiffs who wish to abandon their claims, rather they involve Plaintiffs who change their mind and want

more money. That is not the case here. These Plaintiffs no longer wish to accept this settlement and do not wish to reopen this matter.

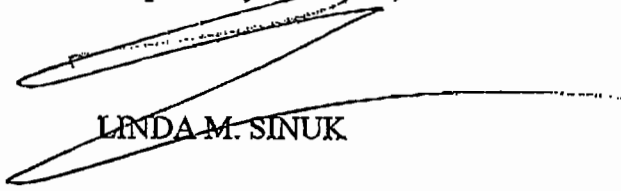
Defendant's request for special damages and sanctions is without merit. Defendant has complied with nothing Your Honor has instructed, yet he is requesting Your Honor sanction Plaintiff who has complied with all of Your Honor's instructions, until April 28, 2011, when we advised Defendant we were no longer interested in pursuing this claim. Miraculously, Defendant noticed the April 28, 2011 letter, while failing to see the April 15, 2011 and April 27, 2011 letters. Additionally, Defendant failed to send any version of a revised agreement following our telephone conference with Your Honor.

Plaintiffs are not in contempt of Court and have gone above and beyond the call of duty in cooperating with Defendant. They no longer wish to pursue this case. Plaintiffs were put at the mercy of Defendant by his purposeful effort to continue this battle. If Your Honor recalls, the first day we were in Court defense counsel stated the doctor wouldn't agree to the settlement but Zurich would. Then when Your Honor stated the doctor should be in Court, on the second day in Court, defense counsel stated, Zurich wouldn't agree to the settlement. Defendant wants to punish Plaintiffs for bringing this litigation. That is clear by Defendant's Motion to Enforce the Settlement which includes misrepresentations to the court in an effort to hold Plaintiffs in contempt of court, to be sanctioned and to pay special damages and attorney fees. Plaintiffs should not be punished for bringing this litigation. Plaintiffs' rights need to be protected by the legal system as well. This is about gamesmanship for Defendant, failing to include dates and letters and constantly seeking sanctions.

Defendant has breached any verbal agreement, by failing to comply with Your Honor's instructions. Plaintiff waited for (7) seven months, and said nothing to the public or on the internet, even though nothing was signed, and still Defendant is badgering Plaintiff in Defendant's Motion. Following Defendant's refusal to respond following the April 8, 2011 telephone conference, Plaintiff decided to abandon this lawsuit. Defendants actions breached any verbal agreement reached in September and additionally Defendant failed to comply with R. 4:42-1 (b) if Defendant wished to enforce this settlement. Plaintiffs have been at the mercy of this Defendant. Plaintiffs no longer wish to pursue this litigation. Defendant failed to enforce this settlement pursuant to the Rules of Court. Plaintiffs have not acted in contempt of court and should not be sanctioned or pay special damages or attorney fees. If Defendant had complied with Your Honor's instructions in September, there would be no additional attorney fees. It is Defendant's fault, not Plaintiffs, that this matter is continuing. Plaintiffs have been extremely compliant and patient, this matter was before Your Honor (8) eight months ago. Even following the April 8, 2011 telephone conference with Your Honor, defendant failed to comply or respond to my letters. Defendant should not be permitted to use the Court as an arena for his personal animosity towards Plaintiffs. Plaintiffs' suffered the loss in this case, though Defendant continues to disparage them and misrepresent their actions to the Court.

Accordingly, it is respectfully requested Your Honor deny Defendant's Motion to Enforce the Settlement and deny Defendant's Motion for special damages, sanctions and attorney fees.

Respectfully submitted,



LINDA M. SINUK

LMS/mn

cc: Madeleine and Scott Kayser
Burlington County Motions Dept.
Joseph A. Breymeier, Esq.

EXHIBIT A

PREPARED BY THE COURTS

SUPERIOR COURT OF NEW JERSEY
Law Division
Burlington County
Docket No: BUR-L-1310-08

KAYSER

Plaintiff

VS.

ANIMAL EYE CLINIC

Defendant

**ORDER OF DISMISSAL
THROUGH SETTLEMENT**

FILED with the COURT


SEP 29 2010

JOHN E. HARRINGTON, J.S.C.

The Court having been advised that the above entitled action has been settled;

It is on this 29th day of September 2010, hereby ORDERED that the above matter is dismissed.

The parties may file a stipulation or order setting forth the specific settlement terms.



John E. Harrington, J.S.C.

CC: All Counsel
dg



EXHIBIT B

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and among James M. Clinton, VMD and plaintiffs, Scott Kayser and Madeline Kayser, as guardians of Betsy, Scott Kayser, Individually, and Madeline Kayser, Individually in consideration of the settlement agreed upon by the parties and as a material part of said settlement, the parties hereto agree:

1. The parties acknowledge and agree that neither the parties directly and/or indirectly by and through their agents, attorneys, relatives, acquaintances, friends and/or employees shall provide in any fashion to any third parties, either orally or in writing, on or after the date of this agreement, any of the contents of Plaintiffs or Defendant(s)' responses to discovery requests made in this litigation. The parties further acknowledge and agree that neither the parties directly and/or indirectly by and through their agents, attorneys, relatives, acquaintances, friends or employees shall disclose the fact that this case has been settled, or any of the details of the settlement.

Defendant, James M. Clinton, VMD may make such disclosure to its attorneys or to any other person or entity, such as accountants, auditors, insurers or any other entity or individual to whom such disclosure is required in the ordinary course of business.

2. The parties and their attorneys acknowledge and agree that, except as otherwise provided herein, all of the terms of the settlement agreement are to remain confidential and further agree that, except as compelled by law, neither the parties, acquaintances, friends, families, relatives, nor their attorneys and their agents or

employees will divulge to any persons any of the terms of this agreement including, but not limited to, the existence or amount of any settlement payments.

3. The parties further agree that neither they nor their attorneys, agents or employees will conduct any press conference(s), or make any public statement concerning the facts and circumstances surrounding this case, the litigation nor will they disclose to any jury reporting service or any media representatives any matters concerning the facts and circumstances which serves as the subject matter of this litigation, the settlement or this agreement. Neither party nor its family members, friends, agents and employees, may disclose or discuss the facts of this case or that this case has been settled, or any of the details of the settlement, in any speeches, interviews, seminars, articles, books, Internet, Facebook, My Space, texting or any other electronic device or promotional materials of any kind or in any other manner.
4. The parties and their attorneys further acknowledge and agree that in the event any questions or inquiries are made or directed to them concerning this case and treatment of Betsy, the facts and circumstances surrounding this litigation or this settlement, no other statements shall be made about the matter or resolution of the lawsuit except that the matter was disposed of prior to trial by mutual agreement and that they have no further comment.
5. The parties acknowledge and agree that neither party nor their agents, attorneys, family members, friends or employees shall discuss, talk about, publish, post on the Internet and/or provide in any fashion to any third parties, oral, or in writing, or otherwise, on or after the date of this Agreement any and all facts and/or

circumstances surrounding regarding the subject matter of this lawsuit, including but not limited to the defendant's treatment of Betsy, any discussions/conversations between the parties before, during and after Betsy's treatment and/or any information exchanged through discovery in this litigation.

6. The parties understand that the State of New Jersey - Department of Attorney General, on behalf of the New Jersey State Board of Veterinary Medicine, is currently investigating the facts and circumstances regarding defendant's care and treatment of Betsy. Both parties acknowledge and agree that neither party nor its agents, family members, friends, agents and employees, shall name, identify, make reference to, comment on, nor suggest to any third parties the nature and extent of Betsy's care, treatment and/or death or any disposition, findings or conclusions reached in that litigation.
7. There is a bill/law proposed in the New Jersey State Legislature, entitled "Betsy's Law." Both parties acknowledge and agree that neither party nor its agents, family members, friends, agents and employees, shall name, identify, make reference to, comment on, nor suggest to any third parties the nature and extent of Betsy's care, treatment and/or death or any disposition, findings or conclusions reached in that litigation.
8. The parties acknowledge and agree that within seven (7) days upon the signing of this agreement, both parties and/or their agents, relatives, acquaintances, friends and/or employees will remove and/or delete any and all published articles, memoranda, comments, postings and/or printings of any kind from any source, presently existing

or new media and/or social outlets not yet developed, including but limited to the Internet, newspapers, periodicals, any on-line journals, magazines, Facebook, Twitter, Blogs, Linked-In and My Space, etc.

9. Plaintiff(s) and attorneys agree to return to Defendant all of the originals and copies of any documents which they have received from James M. Clinton, VMD, in this litigation.
10. The parties acknowledge and agree that any violation or breach of this Confidentiality Agreement shall be regarded as a material breach of the settlement agreement. Nothing contained herein shall be interpreted or construed as any waiver by either party of its right to bring an action by way of Rule to Show Cause and/or Civil Action against the other and/or their attorneys for damages for breach of this confidentiality provision including but not limited to compensatory and punitive damages as well as attorney's fees and costs.
11. In connection with this agreement, the parties have been fully advised by their respective attorneys and execute this agreement with full knowledge of its scope and intent.

_____ Plaintiff

_____ Plaintiff

BY: _____
Its _____

LINDA M. SINUK, ESQUIRE
Attorney for Plaintiffs

NAULTY, SCARICAMAZZA & McDEVITT, LLC.

BY: JOSEPH A. BREYMEIER, ESQUIRE
Attorney for Defendant,
James M. Clinton, VMD

JAMES M. CLINTON, VMD

LINDA M. SINUK

COUNSELLOR AT LAW

53 PATERSON STREET

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(732) 296-1771

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October 26, 2010

Joseph A. Breymeier, Esq.
Naulty, Scaricamazza & McDevitt
Suite 750, One Penn Center
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103

RE: KAYSER v. CLINTON, et al.
DOCKET # BUR-L-1310-08

Dear Mr. Breymeier,

Enclosed please find the Confidentiality Agreement, which changes acceptable to Plaintiffs, and as far as my recollection, within the scope of Judge Harrington's instructions.

Please review this with your client and advise my office in this regard. Thank you and I look forward to hearing from you.

Very truly yours,

LINDA M. SINUK

LMS/mn

Enclosure

cc: Madeleine and Scott Kayser w/enclosure

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and among **James M. Clinton, VMD and plaintiffs, Scott Kayser and Madeline Kayser, as guardians of Betsy, Scott Kayser, Individually, and Madeline Kayser, Individually** in consideration of the settlement agreed upon by the parties and as a material part of said settlement, the parties hereto agree:

1. The parties acknowledge and agree that neither the parties directly and/or indirectly by and through their agents, attorneys, relatives, acquaintances, friends and/or employees shall provide in any fashion to any third parties, either orally or in writing, on or after the date of this agreement, any of the contents of Plaintiffs or Defendant(s)' responses to discovery requests made in this litigation. The parties further acknowledge and agree that neither the parties directly and/or indirectly by and through their agents, attorneys, relatives, acquaintances, friends or employees shall disclose ~~the fact that this case has been settled, or~~ any of the details of the settlement.

Defendant, James M. Clinton, VMD may make such disclosure to its attorneys or to any other person or entity, such as accountants, auditors, insurers or any other entity or individual to whom such disclosure is required in the ordinary course of business.

2. The parties and their attorneys acknowledge and agree that, except as otherwise provided herein, all of the terms of the settlement agreement are to remain confidential and further agree that, except as compelled by law, neither the parties, acquaintances, friends, families, relatives, nor their attorneys and their agents or

employees will divulge to any persons any of the terms of this agreement including, but not limited to, the existence or amount of any settlement payments.

3. The parties further agree that neither they nor their attorneys, agents or employees will conduct any press conference(s), or make any public statement concerning the facts and circumstances surrounding this case, the litigation nor will they disclose to any jury reporting service or any media representatives any matters concerning the facts and circumstances which serves as the subject matter of this litigation, the settlement or this agreement. Neither party nor its family members, friends, agents and employees, may disclose or discuss the facts of this case ~~or that this case has been settled~~, or any of the details of the settlement, in any speeches, interviews, seminars, articles, books, Internet, Facebook, My Space, ~~texting or any other electronic device or~~ promotional materials of any kind or in any other manner.
4. The parties and their attorneys further acknowledge and agree that in the event any questions or inquiries are made or directed to them concerning this case and treatment of Betsy, the facts and circumstances surrounding this litigation or this settlement, no other statements shall be made about the matter or resolution of the lawsuit except that the matter was ^{settled} ~~disposed~~ of prior to trial by mutual agreement and that they have no further comment.
5. The parties acknowledge and agree that neither party nor their agents, attorneys, family members, friends or employees shall discuss, talk about, publish, post on the Internet and/or provide in any fashion to any third parties, oral, or in writing, or otherwise, on or after the date of this Agreement any and all facts and/or

circumstances surrounding regarding the subject matter of this lawsuit, including but not limited to the defendant's treatment of Betsy, any discussions/conversations between the parties before, during and after Betsy's treatment and/or any information exchanged through discovery in this litigation, *notwithstanding testimony required for testimony with regard to Betsy's Law and the pending Attorney General Complaint.*

6. The parties understand that the State of New Jersey - Department of Attorney General, on behalf of the New Jersey State Board of Veterinary Medicine, is currently investigating the facts and circumstances regarding defendant's care and treatment of Betsy. ~~Both parties acknowledge and agree that neither party nor its agents, family members, friends, agents and employees, shall name, identify, make reference to, comment on, nor suggest to any third parties the nature and extent of Betsy's care, treatment and/or death or any disposition, findings or conclusions reached in that litigation.~~

7. ~~There is a bill/law proposed in the New Jersey State Legislature, entitled "Betsy's Law." Both parties acknowledge and agree that neither party nor its agents, family members, friends, agents and employees, shall name, identify, make reference to, comment on, nor suggest to any third parties the nature and extent of Betsy's care, treatment and/or death or any disposition, findings or conclusions reached in that litigation.~~

8. The parties acknowledge and agree that within seven (7) days upon the signing of this agreement, both parties and/or their agents, relatives, acquaintances, friends and/or employees will remove and/or delete any and all published articles, memoranda, comments, postings and/or printings of any kind from any source, presently existing

or new media and/or social outlets not yet developed, including but limited to the Internet, newspapers, periodicals, any on-line journals, magazines, Facebook, Twitter, Blogs, Linked-In and My Space, etc., *within the control of the parties.*

9. Plaintiff(s) and attorneys agree to return to Defendant all of the ~~originals and copies~~ of any documents which ~~they have received from James M. Clinton, VMD~~, in this litigation.

10. The parties acknowledge and agree that any violation or breach of this Confidentiality Agreement shall be regarded as a material breach of the settlement agreement. Nothing contained herein shall be interpreted or construed as any waiver by either party of its right to bring an action by way of Rule to Show Cause and/or Civil Action against the other and/or their attorneys for damages for breach of this confidentiality provision ~~including but not limited to compensatory and punitive damages as well as attorney's fees and costs.~~

as set forth by Judge The Honorable John E. Harrington, reword, on the as a home fees only.

11. In connection with this agreement, the parties have been fully advised by their respective attorneys and execute this agreement with full knowledge of its scope and intent.

The parties will not be responsible for information not within their control to remove from print, internet postings and/or newspaper articles.

Plaintiff

Plaintiff

BY: _____
Its _____

EXHIBIT C

NAULTY, SCARICAMAZZA & McDEVITT, LLC

ANGELO L. SCARICAMAZZA, JR.
FRANCIS T. McDEVITT*
WILLIAM G. CLINGIN
GERARD X. SMITH*
GARY V. GITTLEMAN
JOSEPH A. BREYMEIER*
RONALD P. BARTASH*
NICHOLAS J. SANSONE*
ROBERT E. DILLON
MARY B. LIPINSKI
CHARLENE STEWART BARNABA*
MELISSA A. SCHWARTZ*
LAURIE A. CARROLL
MARTIN N. LISMAN*
THOMAS A. MCCORMACK*
THOMAS M. SAVON*
KENNETH S. FAIR*
JENNIFER M. GANLEY*
SUSAN B. PLINER*
SEAN P. BUGGY
CHRISTINE R. GUILIANO*
BRIAN P. MCGOVERN
RYAN S. ZAVODNICK*
ANN L. LONGO*
SUZANNE K. MINTZER*
ALESSANDRA CARRAFIELLO*
DANIELLE DIAMBROSIO*
TRICIA M. AMBROSE
SARAH SAIDEL BARRIS*
NICOLE STRAUSS-RUSSO*
JASON AVELLINO

*ALSO MEMBER OF NJ BAR
*ALSO MEMBER OF D.C. BAR
*ALSO MEMBER OF DE BAR
*ALSO MEMBER OF MD BAR
*ALSO MEMBER OF NY BAR

ATTORNEYS AT LAW

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WILMINGTON, DELAWARE 19801
(302) 575-0676
FAX (302) 299-1094

ARTHUR J. MARION
SANDRA C. HYMOWITZ +
Of Counsel

November 19, 2010

Direct E-Mail:
jbreymer@naulty.com

VIA FACSIMILE and FIRST CLASS MAIL

Linda M. Sinuk, Esquire
55 Paterson Street
New Brunswick, NJ 08901

**RE: Scott Kayser and Madeline Kayser, as guardians of Betsy, Scott Kayser,
Individually, and Madeline Kayser, Individually v. James M. Clinton, VMD
D/L: 10/1/07
Our File Number: 95-26324**

Dear Ms. Sinuk:

I have discussed your proposed changes with my client and are agreeable to the following:

1. In paragraph 1, my client will agree to remove the phrase "The fact that this case has been settled."
2. In paragraph 3, we will delete the phrase "Or that this case has been settled." We must insist, however, that your client refrain from discussing and/or disclosing any details of the settlement not only with respect to seminars, books, articles, Internet, Facebook, My Space but also via texting and/or other electronic devices.

November 19, 2010

Page #2

3. In paragraph 4, we are agreeable to changing the word "disposed of" to "settled" as per your request.
4. In paragraph 5, we will agree to incorporate the language "not withstanding testimony required with regard to Betsy's Law and the pending Attorney General's Complaint."
5. With respect to paragraph 6, both sides are entitled to furnish testimony for and/or behalf of the New Jersey State Board of Veterinary Medicine. However, neither party is permitted to discuss the nature and extent of Betsy's care, treatment or death in conjunction with that litigation and/or dispositive finding or conclusion reached in that matter.
6. With respect to paragraph 7, your client is similarly forbidden to make reference to comment on or suggest to any third parties the fact that this matter resolved, but also as to the nature and extent of Betsy's care, treatment and/or death with respect to that legislation.
7. With respect to paragraph 8, I have added the phrase "Within the control of the parties" as per request.
8. Finally, I have also made adjustments to paragraph 10 to reflect that any damages to a party harmed by a breach of this agreement is limited to costs and attorney's fees.

Please note I have your \$5,000.00 settlement draft and am ready to forward same to you upon receipt of the executed Confidentiality Agreement. Please note I italicized the changes discussed in this letter. If acceptable, kindly advise at which time I will prepare a final Confidentiality Agreement and forward same for your clients' signature.

Thank you for your prompt response to this request.

Very truly yours,

JOSEPH A. BREYMEIER

JAB/cbc

EXHIBIT D

LINDA M. SINUK

COUNSELLOR AT LAW

53 PATERSON STREET

NEW BRUNSWICK, NEW JERSEY 08901

(732) 296-1771

TELECOPIER: (732) 296-1792

April 15, 2011

Via Facsimile

Joseph A. Breymeier, Esq.
Naulty, Scaricamazza & McDevitt
Suite 750, One Penn Center
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103

**RE: KAYSER v. CLINTON, et al.
DOCKET # BUR-L-1310-08**

Dear Mr. Breymeier,

Pursuant to our telephone conference with The Honorable John E. Harrington, J.S.C. on Friday, April 8, 2011, it is my understanding the Release should read as follows:

Paragraph 3 will remain unchanged.

Paragraph 9 will be removed.

Paragraph 7 will read as follows:

7. There is a bill/law proposed in the New Jersey State Legislature, entitled "Betsy's Law."

Plaintiff is entitled to speak about the details of this case if in a closed/private session with members of the New Jersey State Legislature.

In all other circumstances Plaintiff is permitted to comment on Betsy's Law as follows:

If this law (Betsy's Law) had been in effect when my dog was being cared for, and treated, I would not have allowed my dog to stay overnight and my dog would be alive today.

This is my understanding of our conference with Judge Harrington. If this meets with your understanding, please draft the Release accordingly and forward to my office to we may proceed in finalizing this matter.

Please be advised if we cannot resolve this matter in a timely fashion, Plaintiff will file a Motion to Restore this matter to the active Trial list and request all fees, including expert and attorney fees, be paid by Defendant.

EXHIBIT E

LINDA M. SINUK
COUNSELLOR AT LAW
53 PATERSON STREET
NEW BRUNSWICK, NEW JERSEY 08901
(732) 296-1771
TELECOPIER: (732) 296-1792

April 27, 2011

Via Facsimile

Joseph A. Breymeier, Esq.
Naulty, Scaricamazza & McDevitt
Suite 750, One Penn Center
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103

RE: KAYSER v. CLINTON, et al.
DOCKET # BUR-L-1310-08

Dear Mr. Breymeier,

Please be advised I have not received a response from you with regard to the letter I forwarded to you via facsimile on April 15, 2011. Additionally, I have not received an updated release from you since our telephone conference with The Honorable John E. Harrington, J.S.C. on Friday, April 8, 2011.

Please advise if you will be forwarding an amended release, otherwise I will have no choice but to file a Motion in this regard.

Very truly yours,



LINDA M. SINUK

LMS/mn

cc: Madeleine and Scott Kayser

EXHIBIT F

LINDA M. SINUK
COUNSELLOR AT LAW
53 PATERSON STREET
NEW BRUNSWICK, NEW JERSEY 08901
(732) 296-1771

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April 28 2011

Via Facsimile

Joseph A. Breymeier, Esq.
Naulty, Scaricamazza & McDevitt
Suite 750, One Penn Center
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103

**RE: KAYSER v. CLINTON, et al.
DOCKET # BUR-L-1310-08**

Dear Mr. Breymeier,

As you know the above matter reached a proposed settlement the week of September 27, 2010 before The Honorable John E. Harrington, J.S.C.

On that day Judge Harrington's instructions regarding confidentiality were placed on the record and that evening my clients removed everything, within their control, from the internet. This was done in good faith and prior to their signing a confidentiality agreement.

Your office forwarded a Release and (5) five page Confidentiality Agreement to my office by letter dated October 15, 2010. Due to the fact we were unable to agree on (3) three remaining paragraphs, we conferenced this matter with The Honorable John E. Harrington, J.S.C. via telephone conference on April 8, 2011. As you know we discussed this with Judge Harrington for almost an hour and Judge Harrington was very specific in his instructions which we agreed to.

By letter dated April 15, 2011, my office forwarded you a letter, stating Paragraph (3) three of the Confidentiality Agreement would remain unchanged and Paragraph (9) nine would be removed, pursuant to Judge Harrington's instructions. With regard to Paragraph (7) seven I suggested the following pursuant to my recollection of Judge Harrington's instructions:

7. There is a bill/law proposed in the New Jersey State Legislature, entitled "Betsy's Law." Plaintiffs are entitled to speak about the details of this case if in a closed/private session with members of the New Jersey State Legislature.

In all other circumstances Plaintiffs are permitted to comment on Betsy's Law as follows:

If this law (Betsy's Law) had been in effect when my dog was being cared for, and treated, I would not have allowed my dog to stay overnight and my dog would be alive today.

Moreover, I advised in this letter, if we do not hear from you within a reasonable amount of time Plaintiffs would file a Motion to restore this matter to the active trial list and request Defendant pay for Plaintiff's expenses, including counsel fees and experts. We did not receive a response by telephone or mail.

By letter dated April 27, 2011, my office sent a follow up letter, via facsimile, requesting you contact my office regarding the Release. Again, we have received no response.

In good faith, Plaintiffs complied with everything Judge Harrington requested of them. Even with this immediate compliance, Defendant has unnecessarily delayed resolution of this matter for (7) seven months and even refuses to comply with Judge Harrington's instructions pursuant to the April 8, 2011 conference call. It is clear defendant has no intention of resolving this matter.

I have discussed this matter with my clients, and we are no longer proceeding with this case. My clients are not interested in accepting the \$5,000.00 dollars and are not interested in restoring this matter to the trial calendar.

Accordingly, I have advised my clients that all negotiations are moot and they are free to discuss this matter, identifying all parties, including but not limited to, the press, media, internet, text message, email, Facebook, MySpace, Twitter, YouTube, speeches, internet blogs, promotional materials, picketing, or any other electronic device. In other words, they are free to discuss this matter in any manner they choose, with the exception, of course, from anything slanderous or libelous, for as I am sure you are aware the absolute defense, is truth.

Very truly yours,



LINDA M. SINUK

LMS/mn

cc: The Honorable John E. Harrington (via facsimile)
Madeleine and Scott Kayser (via facsimile)