

RELEASE

This **RELEASE**, dated June 1, 2021, is hereby given:

BY the Releasor GIOVANNA GALLUZZO referred to herein as "PLAINTIFF,"

TO the Releasees: THE CITY OF ENGLEWOOD, THE CITY OF ENGLEWOOD POLICE DEPARTMENT, WENDY WIEBALK, in her professional, representative and individual capacities, AND TIMOTHY J. DACEY, in his professional, representative and individual capacities, including all of their agents, elected or appointed officials, officers and employees, in their professional and individual capacities; herein referred to collectively as "YOU" or "YOUR" or as "DEFENDANTS" (PLAINTIFF and DEFENDANTS collectively referred to herein as "the PARTIES").

1. **Release and Waiver of Claims.** PLAINTIFF hereby releases and hereby surrenders and gives up any and all claims and rights which PLAINTIFF may have against these DEFENDANTS, their administrators, their officers, their directors, their elected and appointed officials, their employees, their successors and their attorneys. This **RELEASE** applies to any and all claims, rights, demands, causes of action, obligations, damages or expenses, including those of which PLAINTIFF is not presently aware, and those which are not specifically mentioned in the Complaint filed on PLAINTIFF'S behalf or in this **RELEASE** including but not limited any and all claims arising out of a disciplinary action regarding alleged violations of the City's policy regarding COVID-19 and out of State travel. This **RELEASE** applies to all claims resulting from any conduct which has occurred to date. PLAINTIFF also specifically releases the following claims:

A. All claims as set forth in the action entitled GIOVANNA GALLUZZO vs. CITY OF ENGLEWOOD (its Employees, Designees, Officials/ Officers/ Supervisors/ Managers Responsible for causing Plaintiff's injuries); ENGLEWOOD POLICE DEPARTMENT (EPD) (its Employees, Designees, Officials/ Officers/ Supervisors/ Managers Responsible for causing Plaintiff's injuries); FORMER ENGLEWOOD HUMAN RESCOURCES DIRECTOR WENDY WIEBALK, (sued in her individual, representative and official capacities); FORMER ENGLEWOOD CITY MANAGER TIMOTHY DACEY (sued in his individual, representative and official capacities); CITY OF ENGLEWOOD EMPLOYEES AND/OR CITY SUPERVISING OFFICIALS AND/OR PUBLIC OFFICE HOLDERS JOHN/JANE DOE/S 1-10 (Fictitious name/s of Officers/Persons responsible for causing Plaintiff's injuries not known to Plaintiff at the time of the filing of Complaint); ABC CORPORATION/S (CORP.), 1-10, (Fictitious names intending to designate the entity of entities responsible for causing injuries not known to Plaintiff at the time of the filing of Complaint), Docket No. BER-L-7679-18, including but not limited to any claims not pleaded therein or any claims cognizable or allowable pursuant to amendment against DEFENDANTS CITY OF ENGLEWOOD and ENGLEWOOD POLICE DEPARTMENT, WENDY WIEBALK AND TIMOTHY DACEY including but not limited to claims pursuant

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to 42 U.S.C. 1983 and the New Jersey Constitution claims pursuant to the N.J. Law Against Discrimination N.J.S.A. 10:5-1 et seq. including but not limited to reverse discrimination, hostile work environment, age discrimination, disparate treatment, any claims pursuant to the Family First Coronavirus Response Act, the Emergency Paid Sick Leave Act, the Emergency Family and Medical Expansion Act, any and all New Jersey or Federal Common Law Tort causes of action, and any other state or federal, Civil Rights Act or law or any state or statutory or any common law claims or any claims otherwise arising from Plaintiff's employment with the City of Englewood. All claims against DEFENDANTS CITY OF ENGLEWOOD and ENGLEWOOD POLICE DEPARTMENT, WENDY WIEBALK AND TIMOTHY DACEY are voluntarily dismissed with prejudice.

- B. All claims between the parties for personal injury and emotional distress, litigation costs, attorney's fees, damages and costs including but not limited to any claims for punitive damages, economic loss, equitable relief, reimbursement of costs for litigation, promotion, sick or vacation days, bonuses, overtime pay and medical expenses, pursuant to state or federal law or pursuant to any state or federal statute through the effective date of this **RELEASE**.
2. **Settlement Amount.** PLAINTIFF will be paid the total sum of **\$125,000.00** (which includes all attorney's fees, costs and disbursements) in full and final payment for making this **RELEASE**. This payment is being made to the Plaintiff for alleged physical manifestation of pain and suffering and to reimburse Plaintiff for her expenditure of attorneys' fees, costs and disbursements. Defendants will disburse two checks as follows:
- i) The first check shall be in the amount Eighty-One Thousand Two Hundred Fifty Dollars and Zero Cents (\$81,250.00), which shall be made payable to "Giovanna Galluzzo", and shall represent payment for her alleged physical manifestations of pain and suffering. Such payment shall be made on or before June 10, 2021;
 - ii) The second check shall be in the gross amount of Forty-Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$43,750.00), which shall be paid by check issued to the Law Office of Robert A. Tandy, LLC ("Law Firm"). Defendants shall report this payment on an IRS Form 1099 Misc. to the Law Firm. Such payment shall be made on or before June 10, 2021.
3. **Dismissal of Complaint and Stipulation of Dismissal.** Counsel for PLAINTIFF shall promptly provide a fully-executed Stipulation of Dismissal dismissing with prejudice and without fees and costs the Complaint bearing Docket No. BER-L7679-18 in favor of DEFENDANTS THE CITY OF ENGLEWOOD AND THE CITY OF ENGLEWOOD POLICE DEPARTMENT to be held in escrow pending payment of the settlement amount. Counsel for PLAINTIFF shall promptly provide fully-executed Stipulations of Voluntary Dismissal dismissing with prejudice and without fees and costs the Complaint bearing Docket No. BER-L-7679-18 in favor of DEFENDANTS FORMER ENGLEWOOD HUMAN RESOURCES DIRECTOR WENDY WIEBALK, (sued in her individual,

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representative and official capacities); FORMER ENGLEWOOD CITY MANAGER TIMOTHY DACEY (sued in his individual, representative and official capacities) for immediate filing with the Court. Upon execution of this **RELEASE** and upon payment of the settlement amount, counsel for DEFENDANTS shall promptly file the above-referenced Stipulations of Dismissal with the Court dismissing with prejudice and without fees and costs all claims against all PARTIES in the Action, including but not limited to PLAINTIFF'S claims for reimbursement of PLAINTIFF'S attorney's legal fees, costs and disbursements expended through the date of the execution of this **RELEASE**.

4. **Understanding of the Parties.** This lawsuit is being settled, and in exchange for this **RELEASE** and the dismissal of said lawsuit in its entirety and with prejudice against these DEFENDANTS, PLAINTIFF is receiving compensation for PLAINTIFF'S personal physical injury and pain and suffering, and to reimburse PLAINTIFF'S attorney as to PLAINTIFF'S own attorney's fees, costs and disbursements.

As part of the settlement of this matter PLAINTIFF agrees that she will retire from the City of Englewood and will electronically file her retirement papers with the State of New Jersey on May 5, 2021, with an effective retirement date of June 1, 2021. PLAINTIFF also agrees to send a letter advising of her intention to retire to the City Manager. Plaintiff will not have to return to work after May 5, 2021. PLAINTIFF further agrees to use her accrued sick time from May 5, 2021 through May 31, 2021. Upon her retirement, PLAINTIFF will be entitled to any and all benefits including but not limited to health insurance coverage in accordance with the terms of such benefits, terminal leave pay and payment of sick and vacation time in accordance with any applicable Borough Ordinance, resolution or addendum and according to any applicable benefits contained in any collective bargaining between the City of Englewood and the Local 108 RWDSU. The City reserves the right to process any terminal leave payments and reimbursement for accrued days for any and all deductions that may be permitted or required under law including but not limited to Federal and State income tax withholding and social security withholding as well as the issuance of all reporting forms required by law. PLAINTIFF hereby agrees that she will not seek anything further including any other payment or reinstatement to PLAINTIFF'S former employment in the City of Englewood.

Furthermore, PLAINTIFF hereby agrees that PLAINTIFF is solely responsible for the payment of all attorney's fees and costs and expenses payable to her attorney Robert Tandy, Esq., and PLAINTIFF hereby agrees that none of the PARTIES to this **RELEASE** including PLAINTIFF is considered to be a "prevailing party" under federal or state law, such that PLAINTIFF hereby waives and releases his claim against these DEFENDANTS for an award of attorney's fees and costs pursuant to any state or federal law, pursuant to any prior agreement between any of the parties, pursuant to any statute or collective bargaining agreement, or pursuant to the New Jersey Court Rules or the Federal Court Rules.

This **RELEASE** includes the voluntary dismissal, with prejudice, of this action as to DEFENDANTS FORMER ENGLEWOOD HUMAN RESOURCES DIRECTOR WENDY WIEBALK, (sued in her individual, representative and official capacities) and



FORMER ENGLEWOOD CITY MANAGER TIMOTHY DACEY (sued in his individual, representative and official capacities). PLAINTIFF waives any additional rights of recovery against these DEFENDANTS, including those for personal injury, emotional distress, litigation costs, attorney's fees, damages and costs including but not limited to any claim for reimbursement of costs for litigation and medical expenses, pursuant to state or federal law or pursuant to any state or federal statute through the effective date of this RELEASE, and as fully set forth in this RELEASE.

5. **No Admission of Liability.** PLAINTIFF hereby agrees that DEFENDANTS have not admitted to any liability, nor have DEFENDANTS admitted to any wrongdoing or to any violation of any state or federal law and it is the intention of the PARTIES to this RELEASE and to this settlement to enter into said settlement solely for the purpose of amicably resolving any and all matters in controversy or dispute, and to avoid the further expenditure of attorney's fees and other costs that would result from continued and protracted litigation.
6. **Confidentiality.** To the extent allowable by law, PLAINTIFF hereby agrees that the terms of this RELEASE, including but not limited to the amount and manner of payment of the Settlement Amount, are confidential and to the extent allowable by law shall not be disclosed to or discussed with any person or entity other than the Parties hereto, their attorneys, their accountants and for the sole purpose of enforcing the provisions of this RELEASE with the Bergen County Superior Court of New Jersey, if necessary.

In the event that PLAINTIFF is contacted by the press or by the news media, PLAINTIFF hereby agrees that PLAINTIFF or any party may reply to the effect that "the case has been resolved," that the Parties have not admitted to any liability or to any wrongdoing or to any violations of law or statute or rule or regulation, and that the basis for the settlement is to avoid protracted litigation and attorney's fees, and that any statement made to this effect will not be considered to be a violation of the Confidentiality provision. In addition thereto, PLAINTIFF hereby acknowledges that the resolution of this lawsuit and the monetary payments made herein and the fully-executed RELEASE herein are considered to be matters of public record pursuant to Asbury Park Press v. County of Monmouth, 406 N.J. Super. 1 (App. Div. 2009), and are not protected by OPRA, in the event of a timely and proper OPRA request by a third party.

This provision and the obligations of this Confidentiality provision shall be continuing, and shall remain in effect in perpetuity.

7. **Non-Disparagement.** The parties hereby agree to make no statements and to take no action which would reasonably be expected to disparage the other parties, or which would reasonably be expected to lead to any publicity (negative or otherwise) regarding DEFENDANTS, or the conclusion of this lawsuit, or the reasons for this RELEASE.
8. **Taxability.** PLAINTIFF hereby agrees that no representations have been made by DEFENDANTS as to either the taxability or non-taxability of any portion of this settlement, and PLAINTIFF hereby waives any and all such claims against

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DEFENDANTS, and PLAINTIFF hereby agrees to indemnify DEFENDANTS in the event that the federal or state authorities deem this settlement or any portion thereof to be taxable to PLAINTIFF, and should this occur PLAINTIFF, and PLAINTIFF alone, is responsible for the payment of any such taxes.

9. **Liens.** PLAINTIFF certifies that no liens exist against the Settlement Amount, and that if any liens do exist, they will be paid in full, compromised or satisfied and released by PLAINTIFF. If a lien exists which is not satisfied as required by this Agreement, and if a claim is made by anyone to enforce that lien, PLAINTIFF agrees that she will pay that lien in full. This representation is intended to include all liens, including, but not limited to, attorneys' liens, medical provider liens, Medicare and Medicaid liens, workers' compensation liens, all statutory or common law liens, and judgment liens. PLAINTIFF agrees to indemnify and to hold DEFENDANTS, their insurers, their attorneys and their third-party administrators harmless in connection with any claim made by reason of liens upon the proceeds of this settlement. If a claim is hereafter made against DEFENDANTS, their insurers, their attorneys and/or third-party administrators by anyone seeking payment of the liens, PLAINTIFF will defend, indemnify and hold DEFENDANTS, their insurers, their attorneys and/or their third-party administrators harmless from and against any such liens and/or claims, including, but not limited to, attorneys' fees, costs of suit, and interest.
10. **Medicare/Medicaid Reporting Requirements.** Pursuant to Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007, the Center for Medicare and Medicaid Services must be provided with PLAINTIFF'S full address, Social Security Number, date of birth, gender and, if available, his Medicare Health Insurance Claim Number (HICN) on the forms attached to this **RELEASE**. Provision of this information is a condition of this settlement. PLAINTIFF understands that this information will be reported by the insurance providers for DEFENDANTS pursuant to federal law. PLAINTIFF attests that she is not a Medicaid or Medicare beneficiary as of the date of this **RELEASE**, that she has not submitted any bills to Medicaid or Medicare pertaining to his matter, and that she is not aware of any liens owed to Medicaid or Medicare in connection with this action.
11. **Voluntary Agreement.** PLAINTIFF acknowledges and agrees that PLAINTIFF fully understands the terms and conditions of this **RELEASE**, and that PLAINTIFF has entered into this settlement and has signed this **RELEASE** voluntarily, without any coercion or duress on the part of any person or entity, and that PLAINTIFF is of sound mind, and not under the influence of any medication or any other substance which might affect PLAINTIFF'S ability to enter into this settlement.
12. **Advice of Counsel.** PLAINTIFF represents and agrees that PLAINTIFF was given adequate time to consider all aspects of this **RELEASE** prior to signing it, and to freely and fully consult with and to seek the advice of whomever PLAINTIFF deemed appropriate including, but not limited to, PLAINTIFF'S attorney.
13. **Legal Authority.** PLAINTIFF represents she has the full legal authority to enter into this settlement and to sign this **RELEASE**.

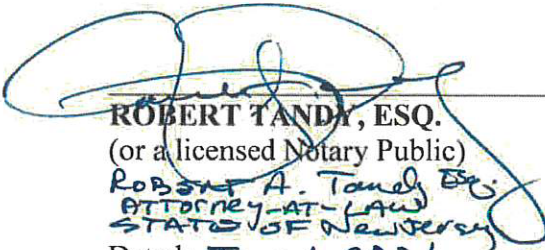


14. **Entire Agreement.** This **RELEASE** constitutes the entire agreement and understanding between the PARTIES relating to the subject matter contained herein.
15. **Severability.** PLAINTIFF agrees that in the event that any portion of this **RELEASE** shall be found to be illegal or to be in violation of public policy, or found for any reason to be unenforceable at law, such finding shall not invalidate any other part of this **RELEASE**.
16. **Governing Law.** PLAINTIFF agrees that the procedural and substantive rights, liabilities and remedies of the PARTIES to this **RELEASE** shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to New Jersey's choice of law rules.
17. **Jurisdiction.** PLAINTIFF agrees to convey personal and subject matter jurisdiction upon New Jersey Superior Court Law Division, County of Bergen exclusively with respect to the enforcement and/or resolution of any dispute concerning, or arising from, this **RELEASE**.
18. **Who is Bound.** PLAINTIFF is bound by this **RELEASE**. Anyone who succeeds to PLAINTIFF'S rights and to PLAINTIFF'S responsibilities, such as PLAINTIFF'S heirs or the executor of PLAINTIFF'S Estate, is also bound. To the extent that PLAINTIFF possess a statutory or common law claim for reimbursement of attorney's fees, costs or disbursements associated with the prosecution of this action pursuant to the decisional or common law of this state or pursuant to any state statute or pursuant to the Court Rules, it is also PLAINTIFF'S intention that PLAINTIFF'S attorney also be bound by this **RELEASE** as to PLAINTIFF'S claim for reimbursement of attorney's fees, costs or disbursements.

PLAINTIFF further agrees that this **RELEASE** is made for DEFENDANTS' benefit and for the benefit of all who succeed to DEFENDANTS' rights and to DEFENDANTS' responsibilities, such as DEFENDANTS' elected or appointed officials, employees, agents and attorneys. Though representatives of DEFENDANTS will not be signing this **RELEASE**, DEFENDANTS' elected or appointed officials, employees, agents and attorneys are parties to the settlement of this lawsuit and to the various agreements contained herein, and upon payment to PLAINTIFF of the settlement proceeds, DEFENDANTS and their elected or appointed officials, employees, agents and attorneys are also specifically bound to all included provisions. PLAINTIFF understands that if DEFENDANTS' elected or appointed officials, employees, agents and attorneys breach any portion of this **RELEASE**, PLAINTIFF is free to use this **RELEASE** as evidence in a court of law to enforce the terms and conditions of the settlement as contained in this **RELEASE**, and to seek any injunctive or equitable relief as may be appropriate to remedy any such breach.



Witnessed or Attested by:


ROBERT TANDY, ESQ.
(or a licensed Notary Public)
ROBERT A. TANDY ESQ.
ATTORNEY-AT-LAW
STATE OF NEW JERSEY
Dated: June 1, 2021


GIOVANNA GALLUZZO

Dated: 6/1/2021

Giovanna Galluzzo

It is understood and agreed that the information provided below will be provided to the Centers for Medicare and Medicaid Services pursuant to the Medicare, Medicaid and SCHIP Extension Act of 2007.

Full Name as it appears on PLAINTIFF'S
Social Security Card

GIOVANNA GALLUZZO

Social Security Number



Current Address

201 Wilson St
Scotch Brook NJ 07663

Date of Birth

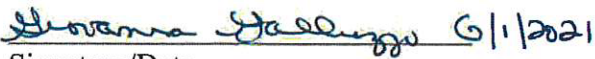
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Medicare Health Insurance Claim
Number (HICN)

N/A

Gender

Female


Signature/Date

