

RELEASE

This **RELEASE** and **MUTUAL RELEASE**, dated November 21, 2008, is hereby given:

BY the Releasor: CHRISTINE RUGGIERO, referred to hereinafter as "PLAINTIFF," and by Frederick J. Corrubia ("Corrubia") as to the **MUTUAL RELEASE**,

TO: THE BOROUGH OF PARAMUS, including all of its officers, agents, and employees, and to FREDERICK J. CORRUBIA, individually and in his official capacity, referred to hereinafter collectively as "YOU" or "YOUR" or as "THE PARAMUS DEFENDANTS," and to PLAINTIFF as to the **MUTUAL RELEASE**.

1. **Release.** PLAINTIFF hereby releases and gives up any and all claims and rights which she may have against the PARAMUS DEFENDANTS. The effect of this **RELEASE** is to waive all of Plaintiff's claims against the PARAMUS DEFENDANTS, either present or future substantive claims, including those that PLAINTIFF is not presently aware of, and those that are not specifically mentioned either in the Complaint or any Amended Complaint filed on PLAINTIFF'S behalf or in this **RELEASE** resulting from any conduct which has occurred to the date of this **RELEASE**. PLAINTIFF also specifically releases the following claims:
 - A. All claims set forth in the civil action entitled Christine Ruggiero vs. Borough of Paramus, and Frederick J. Corrubia, et al. filed in the Superior Court of New Jersey, Bergen County, Law Division, Docket No. BER-L-1665-07, including any claims not pleaded therein or any claims cognizable or allowable pursuant to amendment against the PARAMUS DEFENDANTS, including any claims for litigation costs and attorneys fees as may be cognizable or allowable by court rule or by statute.
 - B. All claims between the parties through the date of this Release for damages and including but not limited to any claims for reimbursement of costs for litigation, expenses incurred for any criminal or civil matter, legal fees, medical expenses, sick days, vacation days, salary, bonuses, overtime pay and pension benefits that PLAINTIFF would have been entitled to recover pursuant to state or federal law, pursuant to any state or federal statute, pursuant to any anti-discrimination laws or any other employment-related tort, pursuant to any prior agreement of the parties, pursuant to Borough of Paramus ordinances or The New Jersey Court Rules, and including any claim arising from PLAINTIFF'S employment up to and including the date of this **RELEASE**.
 - C. All claims by PLAINTIFF for personal injury, mental and emotional distress, pain and suffering, medical bills, loss of income, defamation, loss of reputation, negligence, and punitive damages against the PARAMUS DEFENDANTS.

2. **Payment.** PLAINTIFF hereby acknowledges that she is being paid a total of \$75,000 in full and final payment for making this **RELEASE**.
3. **Understanding of the Parties.** This lawsuit is being settled, and PLAINTIFF is receiving compensation for non-economic employment-related claims only, for pain and suffering and mental and emotional distress and related physical manifestations, and PLAINTIFF hereby agrees that PLAINTIFF will not seek anything further, including any other payment, from the PARAMUS DEFENDANTS.
4. **No Admissions as to Liability or Damages.** PLAINTIFF hereby agrees that none of the PARAMUS DEFENDANTS have admitted to any liability, nor has any party to the lawsuit in question admitted to any wrongdoing, or to any violations of any federal or state laws or statutes or Borough of Paramus Ordinances or Borough of Paramus and the Paramus Police Department's Rules or Regulations or policy or procedures, and it is the intention of the parties to this Release and settlement to enter into said settlement solely for the purpose of amicably resolving any and all matters in controversy or in dispute, and to avoid the further expenditure of attorneys fees and other costs that would result from continued and protracted litigation in this complex employment-related matter wherein PLAINTIFF has returned and has continued with her employment as a Police Officer with the Borough of Paramus.

Furthermore, PLAINTIFF hereby agrees that the PLAINTIFF is solely responsible for the payment of all attorneys fees and costs payable to PLAINTIFF'S own attorney, and PLAINTIFF hereby agrees that none of the parties to this settlement is considered to be a "prevailing party" under either federal law or under state law, such that each party herein, including PLAINTIFF, hereby waives and releases its claim against every other party for attorneys fees and costs pursuant to any state or federal law or pursuant to the state court rules, and each party to this settlement hereby agrees to be responsible, upon signing this **RELEASE**, for the payment of its own attorneys fees and expenses.

5. **Taxability.** PLAINTIFF hereby agrees that no representations have been made by the PARAMUS DEFENDANTS as to either the taxability or non-taxability of this settlement, and PLAINTIFF hereby waives any and all claims against the PARAMUS DEFENDANTS in the event that the federal or state authorities deem this settlement or any portion thereof to be taxable, and upon such an occurrence PLAINTIFF, and PLAINTIFF alone, is solely responsible for the payment of any such taxes PLAINTIFF would have incurred.
6. **Confidentiality.** To the extent allowable by law PLAINTIFF and/or her attorney or her agents, friends, and family members agree that PLAINTIFF and her attorney and/or agents, friends, and family members and the PARAMUS DEFENDANTS and the PARAMUS DEFENDANTS' attorneys shall hereby maintain the nature, substance and terms of this settlement, the amount paid in connection with this settlement, all documents and facts obtained in this action pursuant to all discovery, all medical and psychological records and reports pertaining to PLAINTIFF, all pre-trial court proceedings, all internal and external investigation reports, all Grand Jury transcripts, and all papers filed with the court and any confidential documents as designated by the parties in strict and absolute confidence, including that this information and these claims be and remain confidential and shall not be

disclosed to any or all media sources, co-workers, friends and family members, except as otherwise set forth below.

PLAINTIFF hereby agrees that said information shall not be disclosed to anyone except to the extent necessary to the parties' attorneys, tax advisors, public bodies, or in conjunction with state or federal tax or other reporting requirements, or to enforce the terms and conditions of this settlement, or as may otherwise be required by law or by court order. Furthermore, this **RELEASE** shall not be filed with any court, except as may be necessary to obtain the enforcement of its terms and conditions, or as may be otherwise required by law or by court order.

PLAINTIFF additionally agrees to the return and destruction of any and all discovery as provided by DEFENDANT BOROUGH OF PARAMUS pursuant to the terms of any Consent Protective Order immediately upon signing this **RELEASE**, and PLAINTIFF hereby agrees that neither she nor her attorney will maintain any copies or electronically-stored information regarding same, and PLAINTIFF further agrees not to use or to disseminate or to allow any third parties to review or to secure copies of any confidential information belonging to DEFENDANT BOROUGH OF PARAMUS for any subsequent litigation or for any other purpose at the conclusion of this matter.

Furthermore, the provisions and obligations of this Confidentiality provision shall be continuing, and shall remain in effect in perpetuity. PLAINTIFF hereby agrees that the parties may be irreparably harmed by any breach of this Confidentiality provision and obligations as set forth in the **RELEASE**, and by breach of any previously-agreed to Consent Protective Orders filed with the Court pertaining to confidential documents produced during discovery. It is therefore agreed that in the event of a breach of any of the Confidentiality provisions and obligations as set forth in this **RELEASE** or in any previously-agreed to Consent Protective Orders by any of the parties to this lawsuit, the non-breaching party may bring an action for injunctive or other equitable relief, for money damages, and for such other relief as may be appropriate to remedy such breach.

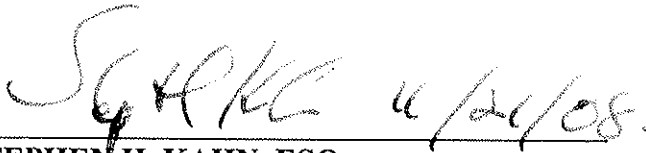
- 7. Press Embargo.** In the event that PLAINTIFF or any party to this lawsuit or their authorized representative is asked questions by the press and/or media as to the present status of said lawsuit, PLAINTIFF or any party or their authorized representative may only reply that the "case has been amicably resolved" in light of Plaintiff's return to employment with the Paramus Police Department. PLAINTIFF and the PARAMUS DEFENDANTS may additionally reply with words to the effect that "by entering into settlement of this matter both the Borough of Paramus and Frederick J. Corrubia have not admitted to any liability or to any wrongdoing or to any violations of state or federal law or to a rule or regulation, and that the basis for the settlement between the parties is purely economic so as to avoid protracted litigation and further expenditure of costs and attorneys fees," and any statement made to this effect will not be considered to be a violation of this Confidentiality provision. In addition all parties herein involved, including PLAINTIFF, hereby acknowledge that the resolution of this lawsuit and the monetary payment made herein may be a matter of public record, and may not be protected by OPRA in the event that a third party, including the media, makes a proper OPRA request for such information.

8. **Non-Disparagement.** PLAINTIFF and/or her agents and her attorney, and agents of the PARAMUS DEFENDANTS, including DEFENDANT FREDERICK J. CORRUBIA, and the BOROUGH OF PARAMUS' attorneys, agents, officers, and elected officials shall not make any disparaging, negative, or derogatory remarks regarding any of the parties or the resolution of this lawsuit to any third party, including any and all communications to the press and to any other media sources.
9. **Entire Agreement.** PLAINTIFF hereby agrees that the foregoing represents the entire Agreement between the parties, and supersedes all prior agreements or understandings, written or oral, if any between the parties.
10. **Review of Release.** PLAINTIFF hereby agrees and certifies that PLAINTIFF has read the entire **RELEASE**, that PLAINTIFF fully understands the terms and conditions as outlined in the **RELEASE**, that PLAINTIFF has conferred with her attorney and has asked all relevant questions of her attorney concerning the terms and conditions of this **RELEASE** and settlement, and that PLAINTIFF has voluntarily signed said **RELEASE** in agreement with all the provisions contained herein.
11. **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 possesses a statutory or common law claim for reimbursement of attorneys fees, costs, or disbursements associated with the prosecution of this action pursuant to the decisional or common law of this state and the United States or pursuant to any state or federal statute, it is also PLAINTIFF'S intention that PLAINTIFF'S attorney also be bound by this **RELEASE** as to PLAINTIFF'S claim for reimbursement of attorneys fees, costs, or disbursements. This **RELEASE** is also made for the PARAMUS DEFENDANTS, its officers, agents, and employees benefit and for the benefit of all who succeed to THE PARAMUS DEFENDANTS rights and to THE PARAMUS DEFENDANTS' responsibilities, such as PARAMUS DEFENDANTS' officers, agents, and employees heirs or the executor of said officers, agents, and employee's Estate.
12. **Severability.** If any portion of this Release shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
13. **Signatures/Mutual Release.** This **RELEASE** may be signed in counterparts. PLAINTIFF and DEFENDANT FREDERICK J. CORRUBIA, to the extent that certain provisions in said **RELEASE** also pertain to DEFENDANT FREDERICK J. CORRUBIA as a former employee and as the former Chief of Police for the Borough of Paramus and as a party to this lawsuit, understand and hereby agree to be mutually bound by the terms and the conditions of this **RELEASE**, as attested to by PLAINTIFF'S signature and by DEFENDANT FREDERICK J. CORRUBIA'S signature, which signatures are made in the presence of

PLAINTIFF'S and DEFENDANT FREDERICK J. CORRUBIA'S attorney or a licensed Notary Public. Specifically, DEFENDANT FREDERICK J. CORRUBIA hereby agrees that as the result of this **MUTUAL RELEASE** that he is also bound by the Confidentiality provisions as contained in Paragraph 6, by the Press Embargo provisions as contained in Paragraph 7, and by the Non-Disparagement provisions as contained in Paragraph 8.

14. PLAINTIFF and DEFENDANT FREDERICK J. CORRUBIA, in their individual capacities, knowingly and voluntarily release and forever discharge one another from all existing actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, bonuses, controversies, agreements, promises, judgments, obligations, grievances, claims, charges, complaints and demands, whatsoever, in law or in equity, known or unknown, for, upon or by reason of any matter, cause or thing, whatsoever, under any federal, state, city or local laws, rules, regulations and/or guidelines, constitutions, ordinances, public policy, contract or tort laws, any claim arising under common law, or any other action or proceeding based upon any conduct occurring up to and including the dates of DEFENDANT'S execution of this **RELEASE**.

IN WITNESS OR ATTESTATION WHEREOF,

 11/21/08

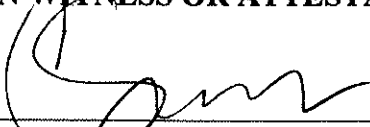
STEPHEN H. KAHN, ESQ.

An attorney at law in the state of New Jersey
(or a licensed Notary Public)


CHRISTINE RUGGIERO

Dated: 11/21/08

IN WITNESS OR ATTESTATION WHEREOF,



CHARLES J. SCIARRA, ESQ.

An attorney at law in the state of New Jersey
(or a licensed Notary Public)



FREDERICK J. CORRUBIA

Dated: 12-1-08