

## RELEASE AND WAIVER

This Release and Waiver is hereby given this 8 day of March, 2016.

BY: The Releasor, Joseph Rizza, referred to as "I" or "Plaintiff".

TO: The Releasee, Borough of Dumont, Borough of Dumont Police Department, the Mayor and Council for the Borough of Dumont, and Joseph Faulborn, including all of its and their agents, former and present elected officials, appointed officials, volunteers, employees, and/or assigns; individually and in their official capacity, referred to hereinafter individually and collectively referred to as "You" or "Your" or "Defendant(s)."

I. Release. I hereby, irrevocably and unconditionally, release and forever give up any and all claims and rights which I may have against Defendants, with the understanding that the effect of this RELEASE is to waive all of my claims against Defendants, either present or future substantive claims arising out of any of the events raised in this litigation, including those that I am not presently aware of, and those that are not specifically mentioned in the Complaint filed on Plaintiff's behalf or in this RELEASE, resulting for any conduct of any official, agent, or employee of the Releasee, and which has occurred up to and including the date of this RELEASE. I am also specifically releasing the following claims:

- A. Any and all claims as set forth in the civil action entitled Joseph Rizza v. Borough of Dumont, et. al., filed in the Superior Court of New Jersey, Bergen County, Law Division, Docket Number BER-L-8825-13, including any claims not plead therein or any claims cognizable or allowable pursuant to amendment against 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, including reimbursement of costs for litigation; for expenses incurred for any administrative, criminal or civil matter; any and all legal fees; and medical expenses, that Plaintiff would have been entitled to recover pursuant to any state or federal statute and/or federal or state constitution; pursuant to antidiscrimination laws or any other employment related tort, pursuant to any prior agreement of the parties; pursuant to any Borough Ordinances; pursuant to any collective bargaining agreement; or pursuant to the New Jersey Court Rules, and including any claim arising for 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, state common law estoppel claims, any additional equitable relief other than what has been set forth herein, attorneys fees, reimbursement for litigations expenses, and punitive damages against Defendants.
- D. Any and all claims against Defendants, both known and unknown up to the date of this Agreement, including but not limited to:
  - a. Title VII of the Civil Rights Act of 1964, as amended;
  - b. The Civil Rights Act of 1991 and 1966;
  - c. The Age Discrimination in Employment Act of 1991, as amended;
  - d. The Older Workers Benefits Protection Act;
  - e. The Equal Pay Act of 1963, as amended;
  - f. The Americans with Disabilities Act of 1990;
  - g. The Medical Leave Act of 1993;
  - h. The Employee Retirement Income Security Act of 1974;
  - i. The New Jersey Law Against Discrimination;
  - j. The Conscientious Employee Protection Act;
  - k. The New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et. seq.; and
  - l. Any other Federal, State, or Local law, whether 'statutes, executive order, regulation, or common law, including all suits in tort or contract, including wrongful discharge, breach of contract, infliction of emotional distress and defamation.

2. Payment. I am acknowledging that I am being paid a total of \$275,000.00 in full and final payment for making this RELEASE. Said payment shall be paid within sixty (60) days of the execution and delivery of this Release by Plaintiff. Payment shall be made payable to the "Sciarra and Catrambone, L.L.C., Attorney Trust Account", and shall be conditioned on the receipt of a completed type written Form W-9. Said payment shall be further conditioned upon the receipt of an executed Stipulation of Dismissal with Prejudice to be prepared by Botta and Associates, L.L.C.

It is understood and agreed that the payment of \$275,000.00 is inclusive of any claims that Releasor may have for attorney's fees and is being paid to him in return for his releasing his employment claims against Releasee including his claims for damages based upon pain and suffering and mental anguish. The payment will be made without any deductions for federal or state income tax.

3. Understanding of the Parties. This lawsuit is being settled, Plaintiff is receiving adequate

compensation and Plaintiff hereby agrees that Plaintiff is not seeking anything further including any other payment from Defendants.

4. No Admission as to Liability or Damages. I hereby agree that the Defendants including all of its agents, former and present elected officials, appointed officials, volunteers, employees, and/or assigns, have not admitted to any liability, nor has any party to the lawsuit in question admitted to any wrongdoing or negligence, or to any violations of any federal or state laws, or statutes, or Borough of Dumont Ordinances, and it is the intention of the parties to this RELEASE 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.

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 or under state law, such that each party herein, including Plaintiff, hereby waives and releases its claim against Defendants 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 representation has been made by the Defendants as to either the taxability or non-taxability of this settlement, and Plaintiff hereby waives any and all claims against Defendants in the event that the federal or state authorities deem this settlement or any portion thereof to be taxable, and upon such occurrence Plaintiff, and Plaintiff alone, is solely responsible for the payment of any such taxes Plaintiff would have incurred. Plaintiff agrees and acknowledges that he shall be solely responsible to pay State and Federal taxes, Social Security and other contributions or other taxes or penalties as may be due on said settlement funds, if any, and hereby agrees to indemnify and hold harmless and promptly reimburse Releasee with regard to any payment of federal or state taxes, social security contributions or other contributions or any other taxes or penalties assessed against Releasee by any government agency including the Internal Revenue Services arising out of the settlement payment.

6. Press. All parties herein involved, including Plaintiff, hereby acknowledges that the resolution of this lawsuit and the monetary payment made herein is a matter of public record pursuant to the decisional law of this state, 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 and/or a copy of this RELEASE.

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 his authorized representative may only reply that "the case has been amicably resolved." Plaintiff or his

authorized representative may additionally reply with words to the effect that "by entering into settlement of this matter both Plaintiff and Defendants have not admitted to any liability or to any wrongdoing or to any violations of state or federal law or a rule or regulations, 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 that any statement made to this effect will not be considered in violation of this provision.

7. **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.

8. **Review of Release.** Plaintiff further acknowledges that he is represented by Counsel of his choice, Charles J. Sciarra, Esq., and 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 his attorney and has asked all relevant questions of his 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.

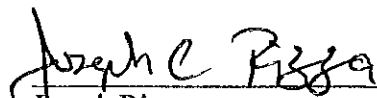
9. **Who is Bound.** Plaintiff agrees and certifies that Plaintiff is hereby bound by this RELEASE. Anyone who succeeds to Plaintiff's Rights and to Plaintiff's responsibilities, such as Plaintiff's heirs, administrators, or the executor of Plaintiff's Estate, is also bound. To the extent that Plaintiff possess a statutory or common law claim for reimbursement of 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 to Plaintiff's claim for reimbursement of attorneys fees, costs, or disbursements. This RELEASE is also made for the Defendants, its officers', agents', and employees' benefit and for the benefit of all who succeed to Defendants' rights and to the Defendants' responsibilities, such as any of Defendants' agents, elect officials, appointed officials, volunteers, and employees, or the heirs or the executor of said elected officials', appointed officials', volunteers', agents', and employees' Estate.

10. **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 by 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.

11. **May 5, 2015 Protective Order.** Plaintiff agrees that the provisions and obligations of the May 5, 2015 Protective Order shall be continuing, and shall remain in effect in perpetuity. PLAINTIFF hereby agrees that the Defendants may be irreparably harmed by any breach of the Protective Order. It is therefore agreed that in the event of a breach of any of the Confidentiality

provisions and obligations as set forth in the Protective Order the Defendants 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.

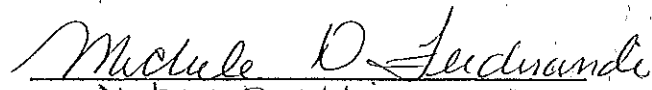
12. Non-Disparagement. Plaintiff and/or his agents and his attorney, shall not make any disparaging, negative, or derogatory remarks regarding any of the parties or the resolution of this lawsuit to any third party, including any and all communications to the press and to any other media sources.

  
Joseph Rizza

STATE OF NEW JERSEY    )  
  ss )  
COUNTY OF Passaic    )

I certify that on March 8, 2016, JOSEPH RIZZA personally came before me and acknowledged under oath, to my satisfaction, that he:

- (a) is named in and personally signed this document; and
- (b) signed and delivered this document as her act and deed.

  
Notary Republic  
An Attorney at Law of the State of New Jersey

Sworn to and subscribed  
before me this  
8 day of March, 2016.

MICHELE D. FERDINANDO  
ID # 2347498  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 7/25/2016