

## **RELEASE OF ALL CLAIMS AND DEMANDS**

KNOW ALL BY THESE PRESENTS:

That [REDACTED] on behalf of themselves and each of their heirs, executors, administrators, beneficiaries, successors, and assigns (hereinafter "Releasors"), in consideration of the payment of Sixteen Thousand Dollars (\$16,000.00), receipt of which is hereby acknowledged, have released and discharged and by these presents does hereby release and forever discharge the City of Beachwood, Ohio, Martin S. Horowitz, Wichert Insurance, Northern Ohio Risk Management Association, and each of their heirs, executors, administrators, beneficiaries, officials, officers, employees, agents, servants, representatives, attorneys, divisions, parents, subsidiaries, related companies, shareholders, successors, and assigns (hereinafter "Releasees") from any and all claims, damages, causes of action or suits at law or in equity of whatsoever kind or nature, including but not limited to all claims for costs and attorney fees and all claims for pre-settlement and post-settlement interest, arising out of any act, occurrence or omission up to and including the date hereof and particularly on account of or arising out of Releasor [REDACTED] employment with the City of Beachwood and interactions with Martin S. Horowitz (hereinafter "interactions"), as well as any and all claims which were or could have been asserted in any lawsuit.

It is specifically agreed that, in exchange for the foregoing consideration, Releasors releases and forever discharges Releasees of and from any and all claims, damages, causes of action, suits at law or in equity or charges of discrimination arising under 42 USC § 1983, Title VII of the 1964 Civil Rights Act, 42 USC §§ 2000e et. seq.; the Age Discrimination in Employment Act, 29 USC §§ 621 et. seq.; the Family and Medical Leave Act, 29 USC §§ 2601 et. seq.; the Americans with Disabilities Act, 42 USC §§ 12101, et. seq.; any provision

of Ohio Revised Code Chapter 4112 and/or any and all claims for promissory estoppel, breach of contract, age discrimination, sex discrimination, retaliation, refusal or failure to adhere to leave rights, sexual harassment, discipline or termination, violation of public policy or any and all other claims that may be premised upon any applicable state, local or federal law, ordinance or common law decision.

**Releasees hereby advise Releasors to obtain from a duly licensed attorney at law of Releasors' own choosing and at Releasors' own expense, legal advice concerning the terms of this Release and its legal ramifications prior to executing this document.**

Releasors shall have twenty-one (21) days from the receipt of this Release to consider its terms and accept or reject same. Releasors shall further have an additional period of time of seven (7) days from the execution of this Release within which to revoke their signature. Should Releasors wish to revoke their signature within the seven (7) day period, they may do so by sending a written letter of revocation to John D. Pinzone, 34305 Solon Road, Suite 100, Cleveland, OH 44139.

To procure the payment of the foregoing consideration, Releasors hereby declare that no representations about the nature and extent of any injuries, disabilities or damages made by any physician, attorney or agent of Releasees, nor any representations regarding the nature and extent of legal liability or financial responsibility of Releasees, have induced Releasors to make this Release.

Releasors further represent that in determining the amount of the foregoing consideration, there has been taken into account not only the ascertained injuries, disabilities and damages sustained as a result of the interactions but also the possibility that any injuries, disabilities or damages sustained may be permanent and progressive and

recovery therefrom uncertain and indefinite, so that consequences not now anticipated may result from the interactions and that this Release is to compromise and terminate all claims for injuries, disabilities and damages of whatever nature, both known and unknown, including all future developments thereof, in any way growing out of or connected with the interactions.

Releasors further represents that it is their understanding and intent in executing this Release to discharge Releasees from any and all future claim(s) for wrongful death by Releasors, their estate and/or their next of kin pursuant to Ohio Revised Code Section 2125.01 or any other common law or statutory action.

It is expressly understood and agreed that Releasees admit no liability of any sort by reason of this settlement or the payment of the foregoing consideration and that said payment is made solely to terminate further controversy with respect to the matters described hereinabove.

Based upon the aforementioned consideration, Releasors agree that they will not engage in any conduct, take any action, or make any remarks or comments that may impugn the reputation or integrity of Releasees, or that may adversely affect or be detrimental to the Releasees' reputation, image, or relationship and good will in the community at large. This provision, however, does not prevent Releasors from testifying truthfully in any court, administrative, or other legal proceeding, and it shall not be a breach of this Release to do so. If asked by any media outlet or City of Beachwood employee about the status of the dispute between Releasors and the Releasees,

Releasors may state that "the matter has been resolved", but at no time shall they otherwise disclose specific information about the terms of the Release or settlement.

Releasors do hereby declare that they have read this Release, that they have had a full opportunity to consult legal counsel concerning the terms of this Release and the settlement described herein, that they fully understand the terms of same, that they enter into this Release relying solely upon their own judgment and the advice of their own legal counsel and that they execute this Release as their own voluntary act.

The consideration stated hereinabove is the full consideration for this Release and Releasors voluntarily accept said sum for the purpose of making a full and final compromise.

In the event that one or more of the provisions of this Release are deemed to be illegal or unenforceable, the remainder of this Release shall not be affected thereby, and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Without in any way affecting the generality of the foregoing, Releasors expressly warrant, represent, covenant, and agree to waive the provisions of any statute, regulation, common law, or equitable principle that would in any way operate to preclude this Release from being a full, final, and complete Release as to Releasees or as to any other person or entity recognized at law, whether known or unknown, whether identified in this Release, either generically or specifically, or not so identified, with respect to the matters described hereinabove.

Releasors expressly warrant, represent, covenant, and agree that they have not assigned any of the matters encompassed in this Release in whole or in part to any person or entity and that Releasors have full and absolute control over the disposition and release of the matters encompassed in this Release.

This Release shall be construed and interpreted in accordance with the laws of the State of Ohio.

Releasors expressly warrant, represent, covenant, and agree that this Release shall be interpreted and construed as if jointly prepared by Releasors and Releasees and that this Release shall be construed most liberally and broadly as to fully and forever mutually release, acquit, and discharge the Releasees.

Releasors expressly warrant, represent, covenant, and agree that they have full legal authority to execute this Release on behalf of themselves and their respective principals, if any.

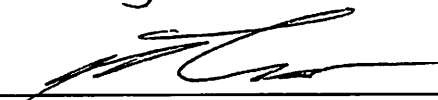
Releasors further agrees to pay or otherwise settle or resolve, from the settlement proceeds referred to above, any lien, claim, or interest arising from the matters alleged by the Releasors, including but not limited to Medicare or Medicaid liens and any charges arising from medical care, treatment, or examinations rendered to Releasors as a result of any such matters as well as any liens or claims by any governmental agency for taxes or other charges of any nature. Releasors agree to indemnify, defend and hold harmless Releasees from any and all doctors' bills, hospitalization bills, nursing bills, drugs, therapy, administration, liens, subrogation interests, Medicare and Medicaid liens and claims,

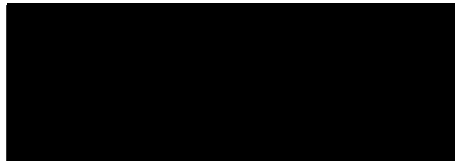
rights to reimbursement and all other claims of third parties including the Internal Revenue Service, the Ohio Department of Taxation, the Ohio Public Employees Retirement System, the Ohio Department of Job & Family Services, as well as any and all other governmental agencies, for any claims arising in any way from the interactions and Releasor's employment with the City of Beachwood.

Releasors expressly warrant, represent, covenant, and agree that this Release constitutes a separate, binding contract by and among Releasors and Releasees and that Releasors' sole and exclusive remedy as to Releasees shall be for the performance of this Release.

All agreements and understandings between the parties in reference to this Release are set forth herein.


EXECUTED AT Mentor, OH, this 26<sup>th</sup> day of May, 2020.

  
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WITNESS



Gwilym Misch  
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WITNESS

Subscribed and sworn to before me this 26 day of May, 2020.

  
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Notary Public



Patti Kuhar  
Notary Public, State of Ohio  
My Commission Expires  
8/8/24  
Recorded in Lake County Ohio

EXECUTED AT Mentor, Ohio, this 26 day of  
May, 2020.



WITNESS



Emily Muscin

WITNESS

Subscribed and sworn to before me this 26 day of May, 2020.

Patti Kuhar

Notary Public



Patti Kuhar  
Notary Public, State of Ohio  
My Commission Expires  
8/8/24  
Recorded in Lake County Ohio