

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

Galanti v. Baltimore County, Civ. No. CCB-12-03695

For and in consideration of the following actions to be undertaken and relief to be paid by Baltimore County ("County"), to William Galanti, as follows:

- (1) Baltimore County shall reinstate me to my employment with Baltimore County Department of Public Works effective September 1, 2013, as a Shop Clerk, Bureau of Utilities, 1943 Brady Avenue, Baltimore, MD 21227, at an annual salary of \$45,630.00 at step 05, which includes 5 longevity increases, with all benefits (other than as stated below regarding pension rights) and seniority retroactive to July 6, 2011. I will be entitled to remain in that position until I elect to retire, subject to all Baltimore County personnel laws, rules and regulations. Upon my reinstatement on September 1, 2013, all pension benefits I am presently receiving will continue to be paid. However, I will accrue no further pension benefits after reinstatement, and as such, I will not make any further contributions to the Retirement System after reinstatement;
- (2) Baltimore County acknowledges my right to a service retirement effective July 6, 2011, and shall convert my retirement from a disability retirement to a service retirement effective immediately. The County shall no later than July 30, 2013 dismiss with prejudice its appeal of the October 17, 2012 decision of the Baltimore County Board of Appeals granting me service retirement, *In re. Employee Retirement System of Baltimore County*, Case No. 03-C-12-010949, and pay any open costs. The County shall cease taking deductions from my retirement benefits for alleged pension overpayments of Thirteen Thousand Four Hundred Fifty-two Dollars (\$13,452.00) and shall pay me reimbursement of past deductions taken from my pension for alleged pension overpayments in the amount of Two Thousand Six Hundred and Eighteen Dollars (\$2,618.00). The County shall seek no offset in my pending workers compensation claim, number W024345, arising out of my February 14, 2011 on-the-job injury, for benefits paid on an alleged disability retirement;
- (3) Baltimore County will pay me back pay from July 6, 2011 to September 1, 2013 in the amount of \$16,367.00, subject to appropriate withholdings and deductions;
- (4) Baltimore County will restore all my creditable service time, retroactive to July 6, 2011 and until my September 1, 2013 reinstatement, and shall restore the maximum allowed credit for all sick and vacation leave I would have accrued from July 6, 2011 to September 1, 2013, specifically, 400 hours of vacation time and 260 hours of sick leave;
- (5) Baltimore County will pay me non-economic compensatory damages in the amount of Twenty Thousand Dollars (\$20,000.00);

- (6) Baltimore County will pay my attorney's fees and costs in the amount of Ninety-Three Thousand One Hundred and Seventy-six Dollars (\$93,176.00); and
- (7) Baltimore County shall pay all funds referenced in paragraphs (2), (3), (5) and (6) above on or before August 6, 2013.

I, William Galanti, on behalf of myself, my successors, assigns, subrogors, subrogees, indemnitors, indemnitees, insurers, carriers, underwriters, sureties, agents, attorneys, and representatives, and all others who may claim through, by or on my behalf* hereby release and forever discharge the County, and its current, past, and future officials, employees, and agents, of and from any legal and equitable claims and waive all actions, causes of action, lawsuits, appeals, claims, demands, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, rights and grievances whatsoever in law, admiralty or equity that I had, now have, or may now have against the County, and its past, current, and future officers, employees, attorneys, agents or consultants, for any cause, matter or thing whatsoever, whether known or unknown, liquidated or unliquidated, asserted or unasserted, absolute or contingent, enforceable under any local, state or federal statute, regulation or ordinance, or under the common law of the United States, or of any of the states, territories or possessions thereof, that arose or occurred from the beginning of time up to and including the date on which this Agreement is executed on my behalf that arises out of the allegations raised, or which could have been raised by me in my Charge(s) of Discrimination (U.S. Equal Employment Opportunity Commission Charge (EEOC) No. 531-2012-00269), and the above-referenced lawsuit. Provided, however, I do not release any future claims unrelated to said Charge and lawsuit, including but not limited to any future claims for retaliation, or future claims arising out of or related to my continued employment with the County, or claims for injuries or illnesses occurring in the future, nor do I release any claims for breach of this Agreement.

Nor do I release and I expressly reserve all rights in connection with my pending workers compensation claim, number W024345, arising out of my February 14, 2011 on-the-job injury.

It is understood and agreed that in executing this Agreement, I acknowledge and assume all risk that my damages alleged or which could have been alleged in my Charge(s) of Discrimination and above referenced lawsuit may be greater or become more extensive than is now known, anticipated or expected, and that this Agreement is intended to apply to all claims including demands for compensatory, consequential, punitive, treble and/or exemplary damages, costs and attorneys' fees, or other fees arising out of or in any way associated with or related to any and all known or unknown injuries, and/or damages resulting or allegedly resulting from the acts alleged or which could have been alleged in my Charge(s) of Discrimination and above referenced lawsuit, including but not limited to claims for breach of contract, personal injury,

* Hereinafter, "I" refers collectively to my successors, assigns, subrogors, subrogees, indemnitors, indemnitees, insurers, carriers, underwriters, sureties, agents, attorneys, and representatives, and all others who may claim through, by or on my behalf.

discrimination, invasion of privacy, retaliation, harassment, medical costs, emotional trauma, property damage, attorneys' fees, loss of income, loss of earnings, and/or any other loss or loss of opportunity. Also, I hereby represent and warrant that no person or entity other than me has or owns or can assert any claims I may have arising out of or based on the allegations in the aforementioned EEOC Charge and lawsuit or that could have been raised in the same; and I represent, warrant, and agree that neither I, nor anyone else, has or will assert against anyone any further claims arising out of or based on any of the matters upon which I have based my claims or could have based my claims in my Charge(s) of Discrimination and above referenced lawsuit.

Further, I acknowledge that the County does not admit liability for any of my allegations related to the referenced Charge of Discrimination, lawsuit and claims, and expressly denies the same.

This Agreement constitutes the entire agreement between the County and me regarding my Charge(s) of Discrimination and above referenced lawsuit, and shall be construed in accordance with and governed by the laws of the State of Maryland. The rights hereunder shall inure to the benefits of my heirs and assigns.

I have read this Agreement and understand the contents thereof and I execute this Agreement of my own free act and deed. I acknowledge that I have consulted with an attorney or had an adequate opportunity to consult with an attorney and fully understand the terms and contents of this Agreement.


Signed this 26th day of July, 2013.


William Galanti

Sworn and subscribed to before me this 26th day of July, 2013


Notary Public

My commission expires: 7/2/15


Baltimore County, Maryland
By: Frederick J. Homan
Date: 7/30/13