

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is made and entered into as of the ____ day of August, 2014 by and among Joe Crystal ("Mr. Crystal" or the "Releasing Party"), and The Mayor and City Council of Baltimore ("the City"), the Baltimore City Police Department ("BPD") (together, the "Released Parties"). The Released Parties together with the Releasing Party are referred to herein as the "Settling Parties."

RECITALS

WHEREAS, Mr. Crystal is currently employed with BPD as a law enforcement officer; and

WHEREAS, Mr. Crystal has made allegations with the Commissioner of BPD that he was the subject of witness intimidation and retaliation by fellow BPD Officers for his proposed testimony in criminal investigations against fellow BPD officers Marinos Gialamas and Anthony Williams; and

WHEREAS, the Commissioner of BPD has the express power, pursuant to Public Local Laws §§16-7 and 16-11, and the Law Enforcement Officer's Bill of Rights ("LEOBR"), Md. Code Ann., Public Safety §§3-101, *et seq.*, to investigate allegations of police officers misconduct, and to discipline police officers who commit misconduct; and

WHEREAS, the Commissioner of BPD, by and through the Professional Standards and Accountability Bureau, opened up an internal investigation against unnamed BPD Officers, based upon the allegations made by Mr. Crystal of witness intimidation and retaliation; and

WHEREAS, the Commissioner of BPD, by and through the Professional Standards and Accountability Bureau, opened up a separate internal investigation against Mr. Crystal for alleged misconduct completely separate and unrelated to his allegations that he was the subject of witness intimidation; and

WHEREAS, Mr. Crystal has certain rights expressly provided to him under LEOBR and the Public Local Laws 16-11 concerning the internal investigation against him for misconduct, including but not limited to, the right to a hearing before fellow law enforcement officers before the Commissioner can issue any punishment or discipline against him; and

WHEREAS, the Settling Parties are desirous of settling and terminating all existing or future claims, disputes, and actions between and among them of whatever nature.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Settling Parties hereby covenant and agree as follows:

- **Recitals**: The foregoing recitals are incorporated into and made part of this Agreement.
- **Resignation**: Mr. Crystal will resign as a law enforcement officer, *without conditions*, effective 3rd day of September 2014.
- **Conclusion of Investigations**: BPD will conclude all internal investigations involving Mr. Crystal, on or before the effective date of Mr. Crystal's resignation. The Commissioner of BPD will forever hold any final disposition and discipline of Mr. Crystal in abeyance during the pendency of this Agreement.
- **Relinquishment of LEOBR Rights**: Mr. Crystal voluntarily and forever relinquishes all rights that he has under LEOBR concerning any internal investigations against him for

misconduct, including without limitation, his right to a hearing and his right to judicial review of any final decision of the Commissioner.

- **MPTC**: The provision of Code of Maryland Regulations (“COMAR”), Title 12, Subtitle 04, Chapter 01, Regulation 02C(3)(d) (i)-(v) are inapplicable to Mr. Crystal’s separation from the agency, unless he breaches this Agreement. In the event that Mr. Crystal breaches this Agreement the Commissioner may invoke BPD’s rights under Article 19 of this Agreement, including, but not limited to, changing the notification to the Maryland Police & Correctional Training Commission under COMAR 12.04.01.02C(3)(d)(i)-(v).
- **Warranty of Capacity to Enter Into Release**: The Releasing Party represents and warrants that no other person or entity has any interest in the claims, demands, allegations or causes of action referred to in this Settlement Agreement except as otherwise set forth herein and that they have the sole right and exclusive authority to execute this Settlement Agreement, to receive the sum specified in it and to release all claims on their behalf, and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any claim, demand, obligation or causes of action referred to in this Settlement Agreement. If any person should assert a claim on behalf of the Releasing Party for damages against any of the Released Parties claiming that the Releasing Party did not have the right or authority to enter into this Settlement Agreement or receive the monies hereunder, the Releasing Party agrees to indemnify defend and hold harmless the Released Parties from any and all claims or contentions, damages, costs, liability and attorneys’ fees as a consequence or result of such claim or lawsuit.
- **Mutual Release and Covenant Not to Sue**: In consideration of the Settling Parties foregoing any potential litigation concerning Mr. Crystal’s employment with BPD, the Mr. Crystal, his heirs, assigns, agents, representatives, attorneys and successors in interest hereby unconditionally release and forever discharge and covenant not to sue the Released Parties, their officials, agents, employees, agencies, departments, directors, officers, members, representatives, assigns, attorneys, successors in interest and all other persons, firms, governmental entities and corporations from any and all Claims which the Releasing Party may now or hereafter have or claim to have, arising out of, or in any way related to, Mr. Crystal’s employment with BPD. “Claims” includes, but is not limited to, any and all losses, costs, expenses, debts, actions (statutory, in law or in equity), causes of action, suits, damages, claims, demands and all other claims, liabilities and obligations of any nature whatsoever, whether presently known or unknown, including attorneys’ and consultant’s fees.

In turn, the Released Parties, their officials, agents, employees, agencies, departments, directors, officers, members, representatives, assigns, attorneys, successors in interest and all other persons, firms, governmental entities and corporations hereby unconditionally release and forever discharge and covenant not to sue Mr. Crystal, his heirs, assigns, agents, representatives, attorneys and successors in interest, from any and all Claims which the Released Parties may now or hereafter have or claim to have, arising out of, or in any way related to, Mr. Crystal’s employment with BPD. “Claims” includes, but is not limited to, any and all losses, costs, expenses, debts, actions (statutory, in law or in equity), causes of action, suits, damages, claims, demands and all other claims, liabilities and obligations of any nature whatsoever, whether presently known or unknown, including attorneys’ and consultant’s fees.

8. No Admission of Liability: It is understood and agreed by the Settling Parties that this Agreement and the releases contained herein shall not be construed as an admission of liability on the part of the Released Parties, any such liability being expressly denied, and that rather, the purpose of this Agreement is to fully and finally resolve all differences amongst the Settling Parties and to allow the Settling Parties to avoid the time, expense and uncertainties of protracted litigation.

9. Non-Disparagement/Limitation on Public Statements: It is understood and agreed by the Settling Parties that, Mr. Crystal, his heirs, agents, representatives and attorneys shall strictly refrain from and avoid any attempt at defaming and/or disparaging the Released Parties, including each of the Released Parties' employees or agents regarding any matter related to, or arising from, Mr. Crystal's employment with BPD.

In turn, the Released Parties shall strictly refrain from and avoid any attempt at defaming and/or disparaging Mr. Crystal's regarding any matter related to, or arising from his employment with BPD.

Additionally, Mr. Crystal, the Settling Parties, and the Released Parties agree that all matters relating to his employment with BPD, including but not limited to the terms of this Settlement Agreement and Release (the "Confidential Information") shall be kept strictly confidential and not shared with third parties, including any journalist or other entity that engages in publication of information; except that the parties may share only such Confidential Information as is necessary and authorized by Mr. Crystal. Mr. Crystal shall make any authorization for the release of

Confidential Information in writing and he will execute a proper release of liability each time that he authorizes the release of Confidential Information.

10. No Evidence of Need to Indemnify: It is understood and agreed by the Settling Parties that this Agreement and/or corresponding settlement is not to be construed as evidence of an obligation on behalf of the City to indemnify any person who may be covered under this Agreement for claims of intentional conduct, as such contention is expressly denied.

11. Entire Agreement of the Parties: It is understood and agreed by the Settling Parties that this Agreement constitutes the entire Agreement with respect to the subject matter hereof and supersedes all other prior and contemporaneous written or oral agreements and discussions. This Agreement may only be amended by a writing signed by the Settling Parties.

12. Drafting of the Agreement. The Settling Parties acknowledge and agree that this Agreement represents the product of negotiations and shall not be deemed to have been drafted exclusively by any one party. In the event of a dispute regarding the meaning of any language contained in this Agreement, the Settling Parties agree that the same shall be accorded a reasonable construction and shall not be construed more strongly against one party than the other.

13. Severability: In the event that any covenant, condition, or other provision contained in this Agreement is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein. If such condition, covenant or other provision shall be deemed invalid due to its scope of breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope of breadth permitted by

law.

14. WAIVER OF JURY TRIAL: TO THE EXTENT AN ACTION IS FILED IN ANY COURT FOR A BREACH OF ANY COVENANT, TERM OR CONDITION OF THIS AGREEMENT, THE SETTling PARTIES HEREBY VOLUNTARILY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY.

15. Knowing and Voluntary Act: Each of the Settling Parties represents that each has read this Agreement and acknowledges that each has been represented or had the opportunity to be represented by legal counsel of their own choice throughout all of the negotiations which preceded the execution of this Agreement and that each party has voluntarily executed this Agreement with the consent and/or on the advice of such legal counsel. Each of the Settling Parties further acknowledges that each and such party's counsel have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Agreement prior to the execution hereof and the delivery and acceptance of the considerations specified herein. The Settling Parties shall bear their own costs, including, but not limited to, attorney's fees associated with the Dispute.

16. Survival of Terms: The Settling Parties agree that this Agreement shall upon and inure to the benefit of the Settling Parties and their respective agents, assigns, partners, heirs, executors, administrators, and personal or legal representatives. The Settling Parties understand and agree that the terms, covenants, and conditions set forth in this Agreement shall survive the closing of the Agreement.

17. Governing Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the Maryland, without giving effect to its conflicts of law provisions.

18. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A facsimile or copy signature will be binding and legal in all respects as if it were an original signature to this Agreement.

19. Breach: If Mr. Crystal, his heirs or assigns breach this Agreement in any fashion, the Commissioner has the immediate right to implement the final discipline in connection with the internal investigation against Mr. Crystal as well as to take any other appropriate administrative steps concerning Mr. Crystal's employment with BPD (including, but not limited to, changing the notification provisions to the Maryland Police & Correctional Training Commission, under COMAR 12.04.01.02C(3)(d)(i)-(v)), and the BPD reserves the right to take whatever measures that are necessary to remedy the breach, including, but not limited to, and action for damages.

IN WITNESS WHEREOF, the Parties have executed this Agreement by the duly authorized representatives as of the date first written above:

WITNESS:

(SEAL)

Joe Crystal

WITNESS:

THE BALTIMORE POLICE DEPARTMENT

_____(SEAL)
Jerry Rodriguez
Deputy Commissioner, BPD
Bureau of Professional Standards and Accountability

WITNESS: THE MAYOR AND CITY
COUNCIL OF BALTIMORE

_____(SEAL)
George Nilson
Baltimore City Solicitor

Approved as to Form and Legal Sufficiency

By: _____
Glenn T. Marrow
Chief Solicitor and Deputy Chief Counsel, Office of Legal Affairs