

RELEASE, SETTLEMENT AND NON-DISCLOSURE AGREEMENT

This Release, Settlement and Non-Disclosure Agreement (hereinafter “Agreement”) is made this 13th day of September, 2022, by and between Rebecca Ries-Walter (hereinafter referred to as “Employee”) and the City of Greeley, its assigns, employees, former employees, agents, elected officials, appointed officials, former elected and appointed officials, successors, predecessors, attorneys, insurance carriers and self-insurance pools (hereinafter referred to collectively as “Employer” and/or “City”).

For and in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

WHEREAS, the Employee was a full-time employee of the Employer working in the capacity of a police officer as of the date of her separation of employment from Employer; and

WHEREAS, the Employee separated employment from Employer on December 1, 2021.

WHEREAS, the Employee filed a Charge of Discrimination with the Colorado Civil Rights Division (hereinafter “CCRD”) and the United States Equal Employment Opportunity Commission (hereinafter “EEOC”), Charge No. 32-A-2022-00560, E2200015827 (hereinafter “Charge”).

WHEREAS, the Employee asserted additional potential claims against Employer.

WHEREAS, Employee and Employer have agreed that this Agreement shall govern Employee’s separation from employment at Employer.

NOW, THEREFORE, in consideration of the mutual benefits and advantages hereinafter contained, and further in consideration of the mutual promises and covenants hereinafter more specifically set forth, the parties hereto do stipulate and agree as follows:

A. OBLIGATIONS OF EMPLOYEE

1. The Employee’s employment with City ended effective at 5:00 p.m. on December 1, 2021.
2. Employee has returned to the Employer any and all prox cards and keys to all buildings and facilities of the City that the Employee had in Employee’s possession. Employee will also return any supplies, equipment, mobile phones, computers, uniforms, monies, checks, credit cards, manuals, documents, identification cards, and other property of the Employer.

3. Employee shall not, at any time, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage City or any of its officers, directors, employees, advisors, businesses or reputations related in any manner to the issues and circumstances related to her employment. Notwithstanding the foregoing, nothing in this Agreement shall preclude Employee from making truthful statements that are required by applicable law, regulation or legal process, or from exercising any rights guaranteed under the First Amendment of the United States Constitution and under Article II, Section 10 of the Colorado Constitution. Nothing herein prohibits Employee from speaking openly with her spouse or while seeking mental health treatment.

4. In consideration of the obligations of Employer set forth below, Employee, including Employee's successors, agents, and estate, hereby releases Employer, its current and former officers, employees, elected and appointed officials, agents, insurance companies, and attorneys (hereinafter referred to as "Releasees") from any and all claims, causes of action, liabilities, expenses, and/or damages which Employee may have or may assert against Employer for any acts by Employer which occurred prior to the effective date of this Agreement, or omissions by Employer to perform acts which should have been performed prior to the effective date of this Agreement, including, without limiting the generality of the foregoing, any act or omission of Employer arising out of or relating to Employee's employment with the City, investigations during Employee's employment, and disciplinary action taken by Employer. Specifically, but not by way of limitation, this release includes claims under:
 - (a) Any federal, state or local law concerning employment, including but not limited to: the Constitution of the United States, Title VII of the Civil Rights Act of 1964, as amended, Age Discrimination in Employment Act ("ADEA") (29 U.S.C. 621 *et seq.*), as amended, Employee Retirement Income Security Act of 1974, Americans with Disabilities Act, Older Worker Benefit Protection Act, Civil Rights Acts of 1866, 1870, 1871 and 1991, Fair Labor Standards Act, Family and Medical Leave Act, Constitution of the State of Colorado, Colorado Anti-Discrimination Act, Workers' Compensation Act of Colorado, the Charter of the City of Greeley, and the Code of the City of Greeley;

 - (b) Claims based upon, relating to or arising out of the Employee's employment relationship with the City and/or the termination of that relationship;

- (c) Claims of constructive discharge, wrongful discharge, hostile work environment, retaliation, or discrimination of any kind including discrimination based on sex, gender, religion, race, ancestry, color, marital status, creed, age, sexual orientation, national origin, disability or disparate impact;
- (d) Claims of breach of contract, quasi contract, and promissory estoppel;
- (e) Claims based on the First Amendment to the United States Constitution and Article II, Section 10 of the Colorado Constitution; and
- (f) Claims for attorneys' fees, costs of suit, interest and the like.

Without limiting the generality of the foregoing, this Release and Agreement applies to all matters asserted, or which could have been asserted, up to the effective date of this Release and Settlement Agreement.

5. Employee also agrees to request dismissal of the Charge by the EEOC and the CCRD. Employee agrees and understands the settlement payment contemplated by this Agreement is contingent on the EEOC and the CCRD agreeing to dismiss the Charge. This provision shall not be construed as precluding Employee from testifying, assisting, or otherwise participating in any proceeding before any governmental agency on behalf of herself or any third party.
6. Notwithstanding the above and foregoing, nothing within this Agreement shall be construed as a release or waiver by the Employee of any claim, defense, right of indemnification or immunity arising pursuant to the provisions of the Colorado Governmental Immunity Act (C.R.S. § 24-10-101), as amended, and/or any other like or similar statutory or municipal provision or any other like or similar provision of law which may be available to Employee by reason of employment with the City in the event any person brings an action against Employee for any act or omission of Employee occurring within the course and scope of employment with the City.
7. Employee further warrants and represents that Employee has made no assignment and will make no assignment of the claims, demands, or causes of action released herein. Employee agrees not to file, re-file, or institute legal proceedings of any kind based upon, arising out of, or relating to any claim, demand, or cause of action released herein. In the event there is pending legal action in any federal, state or local court or governmental agency, commission, division or department, which was brought or initiated by the Employee against any or all of the aforementioned Releasees, Employee hereby agrees to cause each and every said action to be dismissed with prejudice immediately upon execution of this Agreement.

Employee further agrees to indemnify and hold harmless all Releasees against any loss or any other liability whatsoever, including reasonable attorneys' fees and costs, caused by any action or proceeding before any court or governmental agency, commission, division or department, whether federal, state or local, which is brought by Employee or her successors in interest, if such action or proceeding arises out of, is based upon, or is related to any of the claims, demands or causes of action released herein.

8. Employee does not waive any claims that cannot be waived as a matter of law, including any claims that may arise after the date of this Agreement. The parties agree that the consideration described herein is consideration to which they would not otherwise be entitled without signing this Agreement.
9. Employee acknowledges that she is relying solely upon the contents of this Agreement and is not relying on any other representations whatsoever of the Employer or other Releasees as an inducement to enter into this Agreement. The Employee further acknowledges the following:
 - a. That she has read and understands this Agreement; and
 - b. That she has been provided a full and ample opportunity to study it; and
 - c. That she has been advised to consult with an attorney prior to signing this Agreement; and
 - d. That she is signing it voluntarily with full knowledge that it is intended, to the maximum extent permitted by law, as a complete release and waiver of any and all claims; and

B. OBLIGATIONS OF EMPLOYER

1. Upon the approval by the City Council of the City of Greeley of this Agreement, the City shall, as complete settlement of all claims and for the release set forth in Section A.4. of this Agreement:
 - (a) Pay to the Employee the amount of Two-Hundred Sixty-Two Thousand Five Hundred Dollars and No Cents (\$262,500.00) in three checks:
 - i. To Rebecca Ries-Walter for \$36,400 (representing 6 months of alleged lost wages), less withholdings for all federal, state and local taxes based on the Employee's most recent W-4 on file with the City. No other withholdings will be made, and the Employee is not eligible for any

benefits (including, but not limited to, PTO, health insurance, and retirement contributions) as the result of this payment.

- ii. To Rebecca Ries-Walter for \$126,350 (for alleged personal injury, emotional distress, and non-economic harm) issued as 1099 payment.
- iii. To Rebecca Ries-Walter and HKM Employment Attorneys LLP \$99,750 (for attorney's fees and costs) as a 1099 payment.
- iv. The 1099 to be issued for the payments in (ii) and (iii) above will be to Rebecca Ries-Walter in the amount of \$226,100. A 1099 will also be issued for the payment in (iii) above to HKM Employment Attorneys LLP in the amount of \$99,750.

(b) These payments will be made not later than twenty-one (21) days after the City Council's approval of this Agreement. The settlement payment will be made payable to Rebecca Ries-Walter and will be transmitted to her counsel Claire E. Hunter, HKM Employment Attorneys, LLP, 730 17th Street, Suite 750, Denver, Colorado 80202.

(c) The City will not make any deferred compensation payments based on this payment.

2. The payments to be made by the City under Section B.1. are intended to compensate the Employee for the release of all claims referred to throughout this Agreement, and for all other provisions of this Agreement.
3. Upon execution of this Agreement, Employer shall direct its supervisory and management personnel, to refrain from discussing the issues and circumstances of Employee's employment with any other person, agent, or entity. All inquiries made to any supervisory or management personnel concerning Employee's employment with the Employer shall be directed internally to the City's Human Resources Director, who shall respond in accordance with the terms and provisions of this Agreement. The Human Resources Director shall only release Employee's dates of employment and the amount of her salary as of the date of separation. Also, in accordance with the terms of this Agreement, Employee agrees to direct any such inquiry of the City solely to the Human Resources Director.
4. In the event Employee executes a waiver for the release of information to a prospective employer, Employer shall release only that information which is identified for release and disclosure in writing and with specificity by Employee. This provision does not affect the City's response to such disclosure if ordered by a Court of competent jurisdiction or if such disclosure is required by the Colorado Open Records Act.

C. GENERAL PROVISIONS

1. All parties have specifically taken into account that there may be a mistake of fact or law in regard to the nature or extent of claimed injuries, damages or losses. The parties are specifically taking into account those potential mistakes of fact or law in reaching this particular settlement. All parties acknowledge that there may be unknown injuries, damages or losses of which they are not aware. It is the intent of all parties hereto that Employee releases Employer from any and all claims, whether those claims or damages are now known or unknown.
2. The City denies that it has violated any of its policies or procedures, any federal or state laws, or any City Charter or Code provision, or any other regulations with respect to the Employee's employment or the termination thereof. The Employee and the City expressly acknowledge and agree that this Agreement, the terms of this Agreement and the negotiation of this Agreement are not to be construed as an admission on the part of the City or anyone released by this Agreement of any wrongdoing or liability whatsoever, or be admissible as evidence in any proceeding other than to enforce this Agreement.
3. The parties expressly recognize and agree that neither the Employee's resignation, nor this Agreement, shall be construed as an admission of any wrongful conduct or violation of any law by either party. Each party expressly denies any wrongful conduct or violation of any law on its part and also expressly denies any liability to the other party. This Agreement is intended for the purpose of settlement only and may not be used for any purposes other than those described herein.
4. Nothing contained in this Agreement shall be construed to release the City from payment of benefits, if any, the Employee may be entitled to receive now or in the future under any retirement or pension plan that Employee is a participant of pursuant to his employment with the City.
5. To the extent allowed by law, this Agreement, the specific terms and provisions hereof, and any facts relating to Employee's resignation shall be held strictly confidential and shall not be disclosed to any person not a party hereto. To the extent provided by law, the parties agree that neither they nor their attorneys or representatives shall reveal to anyone, other than as may be mutually agreed to in writing, any of the terms of the Agreement or any of the amounts, numbers or terms and conditions of any sums payable to Employee hereunder, except that either party may disclose the terms and conditions of this Agreement to any tax, financial or legal advisor in regard to any disclosure to the Internal Revenue Service or the

Colorado Department of Revenue. Nothing herein shall prohibit Employee of speaking freely with her spouse or while seeking mental health treatment.

6. That the parties hereto do further stipulate and agree as follows:
 - (a) That no promise, inducement or agreement has been offered, negotiated or accepted except as herein more specifically set forth, and this Agreement is not executed in reliance upon any statements or representations not contained herein;
 - (b) That each of the parties hereto is legally competent to execute this Agreement and accepts full responsibility therefore and has consulted with legal counsel;
 - (c) That the terms of this Agreement are contractual in nature and not mere recitals except to the extent this Agreement is required by law to be released;
 - (d) That the acceptance of the terms and conditions of the within Agreement are in accord and satisfaction of disputed matters relating to the employment relationship of the parties, and neither of the parties' acceptance of the within terms shall be construed in any way as an admission of guilt or liability on their part to the within Agreement;
 - (e) That each party has had the opportunity to cooperate in the drafting and preparation of this Agreement, and therefore the Agreement is not to be construed for or against one party based upon attribution of drafting;
 - (f) That each of the parties has executed this Agreement after carefully reading the contents hereof and signing the same in his or her or its free will and as a voluntary act without coercion or distress by any party or entity whatsoever; and
 - (g) That the within Agreement is binding upon the parties individually and their respective heirs, devisees, agents, employees, personal representatives, administrators, attorneys, guardians, conservators, trustees, fiduciaries, grantees, donees, successors, and assigns.
7. In the event of breach or threatened breach by Employee of any of the provisions of this Agreement, Employee hereby agrees that the City shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing actual damages or that

money damages would not afford an adequate remedy. The parties agree that the harm caused by a breach by Employee would be impossible or very difficult to accurately estimate at the time of the breach.

8. This Agreement contains the entire understanding of the parties hereto with respect to its subject matter and supersedes all prior oral and written understandings and agreements between the parties. Any modification to this Agreement must be made in writing and signed by both parties. This Agreement shall also be binding upon and inure to the benefit of the successors and assigns of City and to the heirs, personal representatives, successors and assigns of Employee.
9. This Agreement shall be interpreted according to the laws of the State of Colorado.
10. If any one or more of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Further, any provision found to be invalid, illegal or unenforceable shall be deemed, without further action on the part of the parties hereto, to be modified, amended and/or limited to the extent necessary to render such provisions valid and enforceable.
11. That the terms and provisions of the within Agreement shall be maintained by the parties in strictest confidence and shall be subject to those limitations as more specifically set forth herein.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. This Agreement may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

EMPLOYEE UNDERSTANDS THAT THIS AGREEMENT IS A FINAL AND BINDING WAIVER OF ANY CLAIMS AGAINST THE CITY INCLUDING CLAIMS FOR AGE DISCRIMINATION UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT.

THE ONLY PROMISES MADE TO CAUSE EMPLOYEE TO SIGN THIS AGREEMENT ARE THOSE STATED IN THIS AGREEMENT. EMPLOYEE ACKNOWLEDGES THAT EMPLOYER HAS ADVISED HER TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT.

EMPLOYEE AFFIRMS THAT THIS AGREEMENT HAS BEEN FULLY EXPLAINED BY EMPLOYEE'S ATTORNEY(S), OR THAT EMPLOYEE HAS WAIVED CONSULTATION WITH AN ATTORNEY, CONTRARY TO THE CITY'S

RECOMMENDATION.

EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS THE RIGHT TO REVOKE THIS AGREEMENT FOR SEVEN (7) DAYS AFTER SIGNING IT. THIS AGREEMENT WILL NOT BE EFFECTIVE UNTIL THAT TIME HAS PASSED.

IN WITNESS WHEREOF, the parties hereto have executed this Release, Settlement and Non-Disclosure Agreement and Release as of the date first above written and agree to and accept the terms set forth herein.

Employee:

09/14/2022

DATE



Rebecca Ries-Walter
Employee

Employer:

CITY OF GREELEY, COLORADO

APPROVED AS TO SUBSTANCE:

By: _____
Raymond Lee
City Manager

APPROVED AS TO FUNDS AVAILABILITY:

By: _____
John Karner
Director of Finance

APPROVED AS TO LEGAL FORM:

By: _____
Douglas Marek
City Attorney

By: _____
Andrew D. Ringel
Hall & Evans, L.L.C.

By: /s/ Claire E. Hunter
Claire E. Hunter
HKM Employment Attorneys, LLP