

GENERAL RELEASE

*Michele Vandegrift*

U.S. District Court for the  
Eastern District of Pennsylvania  
No. 16-2999

Date: March 10, 2017  
Payable within 90 days  
of receipt of signed release

*Plaintiff v. City of Philadelphia, et al.  
Civil Action No. 16-2999 and  
EEOC Case Nos. (original and amended)  
530-2014-03217 Dual filed with PHRC  
530-2015-03088 Dual filed with PHRC  
530-2015-03991 Dual filed with PHRC  
530-2017-01558 Dual filed with PHRC*

**The lower portion of this form is a release. Please read it carefully before signing.**

1. **Release and Consideration.** For and in consideration of the sum of one million, two-hundred, fifty thousand dollars (\$1,250,000.00) Michele Vandegrift ("Releasor"), does hereby remise, release, and forever discharge the City of Philadelphia, its agents, servants, workers or employees, whether known or unknown, foreseen or unforeseen ("Releasees"), of all actual and/or potential liability accrued and hereafter to accrue on account of and from all, and all manner of, actions and causes of action, claims and demands whatsoever (collectively, "Claims"), either in law or equity, especially a claim for discrimination, harassment and retaliation arising during the course of her employment with the Philadelphia Police Department, which against the City of Philadelphia, its agents, servants, workers or employees, Michele Vandegrift, now has or ever had, or which her heirs, executors, administrators or assigns, or any of them, hereafter can, shall or may have, for, or by reason of any cause, matter or thing whatsoever arising from the above accident or incident.

Definition of "Claims." "Claims" includes, without limitation, all actions or demands of any kind that Releasors now have, or may have or claim to have in the future. More specifically, "Claims" include rights, causes of action, damages, penalties, losses, attorneys' fees, costs, expenses, obligations, agreements, judgments and all other liabilities of any kind or description whatsoever, either in law or in equity, whether known or unknown, suspected or unsuspected.

The nature of Claims covered by this release and promise not to sue includes, without limitation, all actions or demands in any way based on Releasor's employment with the City of Philadelphia, or the terms and conditions of such employment, or separation from employment. More specifically, all of the following are among the types of Claims which are waived and barred by this General Release of Claims to the extent allowable under applicable law:

- Contract Claims, whether express or implied;
- Claims under any collective bargaining agreement;
- Tort Claims, such as for defamation or emotional distress;
- Claims under federal, state and municipal laws, regulations, ordinances or court decisions of any kind;
- Claims of discrimination, harassment or retaliation, whether based on race, color, religion, gender, sex, age, sexual orientation, gender identity, handicap and/or disability, national origin, ancestry, marital status, whistleblowing or any other legally protected class;
- Claims under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, as amended, the Family and Medical Leave Act, as amended, and similar state and local statutes, laws and ordinances;
- Claims under the Employee Retirement Income Security Act, the Occupational Safety and Health Act, the False Claims Act, and similar state and local statutes, laws and ordinances;
- Claims for wrongful discharge; and
- Claims for attorneys' fees, including litigation expenses and/or costs.

The foregoing description of claims is intended to be illustrative and is not exhaustive.

The parties understand and agree that this Agreement does not constitute nor shall it be construed to constitute a waiver by Vandegrift of any rights under any employee benefit plans, including but not limited to, any pension plan, or any claims that may arise after this Agreement is executed.

2. **Nature of Payment.** In connection with this General Release, Releasers and Releasees contemplate and intend and agree that the above referenced payment to Releasers constitutes payment for damages to be disbursed as follows:

- a. \$650,000 in compensatory damages payable to Michele Vandegrift, which will not be subject to withholding for wage taxes or benefits; and
- b. \$500,000 in attorneys' fees payable to Console Mattiacci Law, LLC; and
- c. \$100,000 in back- and/or front-pay payable to Michele Vandegrift, which will be subject to withholding for wage taxes; and
- d. Both counsel and Vandegrift will each submit IRS Forms W-9, and Vandegrift will submit a W-2 Form, to the City along with the fully executed Release. Vandegrift will be responsible for any personal income taxes associated with the payments made pursuant to the agreement set forth in this Release. The City will issue Form 1099 tax reporting forms for the payments as described in subparagraphs 2(a) and 2(b) above. Vandegrift acknowledges that neither the City nor any of its representatives or counsel has made any representations as to the tax liability associated with payments made pursuant to the agreement set forth in this Release. The City of Philadelphia will deliver the above-referenced payments to Console Mattiacci Law, LLC no later than ninety (90) days from the date of receipt of the Agreement, signed by Vandegrift.

3. **Satisfaction of Liens.** By signing this release, Releasor(s) affirms that any pending lien arising from benefits paid by the Department of Human Services or any other entity on account of any injuries arising from the above accident or incident has been or will be duly satisfied.

4. **No Admission of Liability.** It is further understood that acceptance of this Release and payment of the consideration herein named is not to be construed in any court whatsoever, or otherwise, as an admission of liability on the part of the said City of Philadelphia, its agents, servants, workers or employees for the causing of the said accident or incident above referred to.

5. **Non-Disclosure Agreement.** Vandegrift agrees that she will not disclose the terms of this Release or the amount of the settlement, to anyone other than her counsel, tax preparer, financial advisor, husband, and parents. For purposes of this Release, prohibited disclosures include discussion, publication and disclosure by written or oral communication, or by electronic means, such as by e-mail or posting on any social media or other Internet-based site. If Vandegrift is asked by any other person or entity about her claims against the City, she may disclose only that she has resigned from employment and that her claims against the City have been resolved. The parties agree and acknowledge that this non-disclosure provision is a material term of this Release, the absence of which would have resulted in the City refusing to enter this Agreement.

6. **Right to Know Disclosure.** The parties to this Release acknowledge that the City is a public "local agency" under and subject to the Commonwealth of Pennsylvania's Right to Know Act (the "Act"), 65 P.S. § 67.101 et seq. Notwithstanding anything to the contrary contained in this Release, nothing in this Release is intended to supersede, modify, or diminish in

any respect whatsoever any of the City's rights, obligations, and defenses under the Act, nor will the City be held liable for any disclosure of records, including information, that the City determines, in its sole discretion, is a public record subject to disclosure under the Act.

7. **Withdrawal of Charges filed with the EEOC and PHRC.** Upon execution of this agreement, Vandegrift will immediately notify the Equal Employment Opportunity Commission and the Pennsylvania Human Relations Commission that she has settled her claims against the City and will request that both the EEOC and PHRC close and dismiss the Charge filed in February 2017.

8. **Future Employment with the City of Philadelphia.** Vandegrift agrees that, once she resigns from her assignment with the Police Department, she will not seek employment with the following City departments: Police, Fire, Sheriff and Prisons.

9. **Neutral Employment Reference.** The City will release only neutral employment information to prospective employers and others who make official inquiries about Vandegrift's employment with the City: dates of employment and position held.

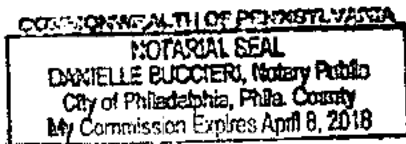
10. **Statement by Releasor.** Vandegrift represents that, other than this present lawsuit, and the Charges of Discrimination that she has filed with the EEOC, and cross-filed with the PHRC, she has not filed or caused to be filed any lawsuit, complaint, charge, claim, demand for arbitration, or other litigation in any court, administrative agency, commission or other forum relating directly or indirectly to my employment or separation from the City.

11. **Waiver of Additional Damages, Costs or Interest.** I, Michele Vandegrift, waive any claims for additional damages, costs or interest whatsoever, including but not limited to 28 U.S.C. § 1961, Federal Rule of Civil Procedure 54.

I have hereunto set my hand and seal this 13<sup>th</sup> day of March, two thousand and seventeen and do hereby declare that I voluntarily accept said sum for the purpose of making a full and final compromise, adjustment and settlement of the injuries and/or damages above-mentioned, known or unknown, foreseen or unforeseen, including, but not limited to, attorney's fees and costs.

Sworn to and subscribed before me  
this 13<sup>th</sup> day of March 2017.

Danielle Buccieri  
NOTARY PUBLIC



Michele Vandergrift  
Michele Vandergrift

Employee

SS#: [REDACTED]

DOB: [REDACTED]

Address: [REDACTED]

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City of Philadelphia

By:

Richard Ross

Title:

Police Commissioner