

**Parties: Michael Righi and City of Brooklyn, Ohio et al**  
**Ticket No.: A 10514**  
**Case No.: 200702454**

**RELEASE OF ALL CLAIMS AND DEMANDS**

**KNOWN ALL BY THESE PRESENTS:**

That Michael Righi (hereinafter "Releasor") in consideration of the dismissal with prejudice of the criminal charges in the Brooklyn Mayor's Court, Ticket No. A10514, Case No. 200702454, which is set forth in a copy of the ticket attached hereto as Exhibit A, and additional consideration set forth below, has released and discharged and by these presents does for himself and each of his heirs, executors, administrators, successors, and assigns release and forever discharge the City of Brooklyn, Ohio; Mayor Kenneth E. Patton; Law Director Tom Shaper; City Prosecutor Hillary Goldberg; Safety Director Don Hilberg; Police Chief Mark Tenaglia; Sergeant Greg Cahlik; Sergeant John Knapp; Sergeant Scott Mielke Officer Ernie Arroyo and each of their official, officers, employees, agents, heirs, executors, administrators, successors, and assigns (hereinafter "Releasees") of any and all claims damages, causes of actions or suits of law or in equity of whatsoever kind or nature including but not limited to all claims under 42 U.S.C. § 1983, arising out of any act or occurrence up to and including the date hereof and particularly on account of damages arising out of the charges lodged against Releasor that lead to Releasor's subsequent arrest, imprisonment, emotional distress, financial loss and damage to reputation, as well as any and all additional claims pertaining to the above captioned incident including attorney's fees and litigation costs, known or unknown, arising out of or in any manner connected with certain alleged injuries and their results arising out of an

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Party Initials

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incident between Michael Righi and the City of Brooklyn on or about September 1, 2007, and any other conduct prior to said date and up to and including the date of release.

This release is meant to reflect that all parties mutually release each other of all claims of whatever nature in regard to the above referenced Ticket and Case.

To procure the payment of the foregoing consideration, Releasor hereby declares 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 Releasor to make this release. Releasor further represents 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 foregoing arrest and detention 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 and that this Release is to compromise and terminate all claims for injuries, disabilities and damages or whatever nature, both known and unknown, including all future developments thereof, in any way growing out of or connected with the above-captioned incident.

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 consideration is made solely to terminate further controversy with respect to the matters described herein above. It is further agreed that Releasees will not oppose any motion to seal the records of the instant arrest, detention and/or litigation.

Releasor does hereby declare that he has read this release, that he has had a full opportunity to consult legal counsel concerning the terms of this Release and the

settlement described herein, that he fully understands the terms of same, that he enters into this Release relying solely upon his own judgment and the advice of own legal counsel and that he executes this Release as his own voluntary act. The consideration stated herein above is the full consideration for this Release and Releasor voluntarily accepts said terms for the purpose of making a full and final compromise. All agreements and understandings between the parties in reference to this Release are set forth herein. Furthermore, Michael Righi acknowledges that this release is made of my own free will and desire and that I have had the opportunity to have this agreement reviewed by the attorney of my choice.

Executed in the City of Cleveland, County of Cuyahoga, State of Ohio this \_\_\_\_ day of September 2007.

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 Hillary Z. Goldberg, Esq.  
 Brooklyn City Prosecutor's Office  
 Individually and on behalf of Releasees

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 Mr. Michael Righi  
 Releasor  
 Individually

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 Ian N. Friedman, Esq.  
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 Facsimile: (216) 556-9779  
 E-Mail: ifriedman@inflaw.com  
 Counsel for Michael Righi

\_\_\_\_\_  
 Witness

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 Witness

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2007

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 Notary Public