

RELEASE AND SETTLEMENT AGREEMENT

This RELEASE AND SETTLEMENT AGREEMENT ("Agreement") is given by Roberta J. Sarnacki ("Sarnacki") to the Town of Otis ("Otis" or "Releasee").

DEFINITIONS

Whenever Otis is referred to herein, it shall include all of its departments, including the Otis Police Department, and all of their agents, employees, directors, elected officials, attorneys, consultants and insurers, whether acting individually or in their official capacity, or their successors, heirs, and assigns.

Whenever the Releasee is referred to, it shall include Otis, as defined above, and the MIIA Property and Casualty Group, Inc. and all of its claim administrators, successors, assigns, legal representatives, current and former employees, officials, and other representatives.

AGREEMENT

WHEREAS, Sarnacki has filed a complaint against the Releasees in the Berkshire County Superior Court, Docket Number 1876-CV-00275 ("the Litigation");

WHEREAS, the Releasee has denied all of Sarnacki's claims and allegations; and

WHEREAS, the Releasee and Sarnacki desire to settle all matters between them without further litigation;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Releasee and Sarnacki agree as follows:

In consideration of the terms herein and in full settlement of all claims Sarnacki has or had against the Releasee, the Releasee will pay to Sarnacki the sum of Sixty-Two Thousand and Five Hundred Dollars (\$62,500.00) (the "Settlement Payment"). The Settlement Payment shall be allocated as follows:

- a. Lost Wages: \$35,000.00
- b. Whistleblower and Consequential Damages: \$10,815.00
- c. Expense Reimbursement: \$685.00
- d. Pre-judgement Interest: \$16,000.00

Payment will be made in one or more checks totaling \$62,500.00, all payable jointly to Roberta J. Sarnacki and Law Office of Mitchell I. Greenwald, and any Forms 1099, 1098 or W2 shall be issued in the name of Roberta J. Sarnacki.

Tax Liability. Sarnacki agrees that she will be responsible for the reporting and payment of any taxes due on the Settlement Payment. Sarnacki agrees that if any taxing authority determines that she owes taxes, penalties or interest with respect to any moneys paid to her under this Release and Settlement Agreement, she will be solely responsible for the payment of such taxes, and that she will indemnify and hold the Releasee harmless for any such taxes, penalties or interest as well as the reasonable costs of attorney's fees incurred by the Releasee for any tax obligation, owed by Sarnacki in connection with this settlement.

Waiver and Release. In consideration of such payments and benefits as set forth in this Agreement, Sarnacki hereby releases and forever discharges the Releasee from any and all debts, actions, causes of action, grievances, arbitration claims, suits, accounts, covenants, contracts, agreements, claims for back pay or unpaid wages or benefits, damages and any and all claims, demands and liabilities whatsoever of every name and nature, whether directly or indirectly, personally or derivatively through others, whether known or unknown, or whether suspected or unsuspected by her (collectively, "claims"), both in law and in equity, which Sarnacki has against the Releasee, or ever had against the Releasee, through the date of execution of this Agreement.

This release of Claims includes, but is not limited to, any and all claims that Sarnacki has, or ever had or ever may have, against the Releasees as of the date of execution of this Agreement under the following statutes, as amended:

- The Massachusetts Wage and Hour Laws, M.G.L. c. 151;
- The Massachusetts Wage Payment Statute, M.G.L. c. 149;
- The Massachusetts Fair Employment Practice Law, M.G.L. c. 151B;
- The Massachusetts Civil Rights Act, M.G.L. c. 12, §§ 11, 11H, 11I and 11J;
- The Massachusetts Equal Rights Act, M.G.L. c. 93;
- The Massachusetts Privacy Statute, M.G.L. c. 214, § 1B, M.G.L. c. 214, § 1C;
- The Massachusetts Whistleblower Act, M.G.L. c. 149, § 185;
- The Massachusetts Parental Leave Act, M.G.L. c. 149, § 105D;
- The Massachusetts Earned Sick Time Law, M.G.L. c. 149, § 148C;
- The Massachusetts Small Necessities Leave Act, M.G.L. c. 149, § 52D;
- The Massachusetts Domestic Violence Leave Act, M.G.L. c. 149, § 52E;
- The Massachusetts Labor and Industries Act, M.G.L. c. 149, § 1, et seq.;
- The Massachusetts Sexual Harassment Statute, M.G.L. c. 214;
- The Massachusetts Pay Equity Act, M.G.L. c. 149, § 105A;
- The Massachusetts Worker's Compensation Act, M.G.L. c. 152, et seq., including M.G.L. c. 152, § 75B;
- M.G.L. c. 93A;
- M.G.L. c. 176D;
- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1866;
- The Civil Rights Act of 1991;

- Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA");
- Equal Employment Opportunity Act of 1972;
- Federal Equal Pay Act, 29 U.S.C. 206(d), *et seq.*
- The National Labor Relations Act;
- Fair Credit Reporting Act;
- Fair Labor Standards Act;
- Equal Pay Act of 1963;
- The Family and Medical Leave Act;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974;
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967;
- The Older Workers Benefit Protection Act of 1990;
- The Worker Adjustment and Retraining Notification Act;
- The Occupational Safety and Health Act;
- The Rehabilitation Act of 1973;
- The Sarbanes-Oxley Act of 2002;
- The Uniformed Service Employment and Reemployment Rights Act;

This release of Claims also includes, but is not limited to, any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance, any common law or other statutory claim including without limitation, claims for wrongful termination in violation of public policy, unjust enrichment or conversion, any public policy, express or implied contract, tort or common law, all claims for defamation, violation of covenant of good faith and fair dealing, nonpayment of wages and negligent or intentional infliction of emotional distress, and all claims for severance pay, interest, attorney's fees, costs, or any other claim. This release also includes any claims related to the investigation, handling, adjusting or negotiation of Sarnacki's Claims.

Sarnacki acknowledges that she may later discover facts different from or in addition to what he now knows to be true for matters released in this Agreement; notwithstanding any such different or additional facts, Sarnacki agrees that this Agreement will remain in effect as to all Claims released under this Agreement.

Sarnacki understands and agrees that all sums of money paid hereunder are sufficient and satisfactory in all regards, and represent full compensation for all wages, bonuses, commissions, expense reimbursements, and/or benefit to which he may be entitled.

In further consideration of the privileges and benefits as set forth in this Agreement, Sarnacki waives the right to assert or file any claim, cause of action, grievance, arbitration claim, complaint or other action against the Releasees in any forum for any of the released claims up to the date of the execution of this Agreement. Provided, however, that nothing in this Agreement shall be construed to prohibit her from filing a charge with or participating in any investigation or proceeding by the EEOC or similar state or local agency, although, regardless, Sarnacki agrees that she is unconditionally and permanently

waiving any right to recover any and all monetary damages by means of any such charge, claim, suit, proceeding, action or other means, whether filed or initiated by her or any other person or entity on her behalf.

Withdrawal of Complaint. In further consideration of the terms herein, Sarnacki will immediately take all action necessary to have dismissed, with prejudice, the Berkshire County Superior Court Complaint.

No Admission of Liability. The negotiation and execution of the settlement of these claims brought by Sarnacki and this Release shall not constitute, operate or be construed as an admission that the Releasee or any of the Releasee's employees, officers, agents or employees violated any federal, state or local statute, law, order, ordinance or regulation or any right grounded in any applicable constitution or statutory provision, common law, contract or public policy. It is agreed that the Releasee expressly denies all allegations of unlawful and/or wrongful conduct arising out of or in connection with the facts or representations set forth in the Complaint brought in Berkshire County Superior Court.

Completeness of Agreement. This Agreement contains all the terms and conditions agreed upon by the parties with reference to the subject matters contained in the Agreement. No other agreement, oral or otherwise, will be considered to exist or to bind either of the parties to this Agreement. No representative of any party to this Agreement had or has any authority to make any representation or promise not contained in this Agreement, and each of the parties to this Agreement acknowledges that such party has not executed this Agreement in reliance upon any such representation or promise. This Agreement cannot be modified except by a written instrument signed by both parties.

Acknowledgment. Sarnacki acknowledges that she has carefully read and understands this Release and Settlement Agreement and agrees that the Releasee has not made any representations other than those contained herein. Sarnacki also acknowledges that she enters into this Release voluntarily, with full knowledge of its significance and without pressure or coercion. Sarnacki further acknowledges that she has had sufficient time to consider this Release and Settlement Agreement and consult with an attorney of her choosing prior to the executing of this Release.

Reinstatement and No Rehire. Sarnacki agrees to waive any rights she may have under law or contract to reinstatement to her position with the Town of Otis Police Department. Sarnacki also agrees that for a period of five years following the Effective Date of this Agreement ("the Restrict Period"), she will not apply for any positions with the Town of Otis, including but not limited to the Town of Otis Police Department. Notwithstanding the foregoing nothing in this agreement shall prohibit Sarnacki from:

- a. any employment with any school district.
- b. running for or holding any elected office.

Sarnacki understands and acknowledges that if she violates this provision and applies for a position with the Town of Otis during the Restricted Period, she will not be hired for that position. The Town reserves the right to waive this provision in its sole discretion.

Confidentiality: Sarnacki agrees that she shall not publicize or disclose the terms of this Agreement, or the amount of any payment made pursuant to this Agreement to any person or entity, other than to her spouse, accountants, financial advisors and attorneys. Upon inquiry regarding the Litigation, Sarnacki shall state only that: "The matter has been resolved and I am satisfied."

Neutral Reference. Sarnacki shall direct all inquiries by prospective future employers to the Town Administrator. The Town Administrator shall disclose Sarnacki's position and dates of employment and state that it is the Town's policy to only disclose this information.

Compliance with OWBPA (Older Workers Benefit Protection Act). The following provisions are included in compliance with Section 7 of the Age Discrimination in Employment Act. Sarnacki is advised of the following:

(a) You understand your right to consult with an attorney before signing this Agreement.

(b) You have twenty-one (21) days from the date of receipt of this Agreement to decide whether or not to sign it. You may at your choice also sign this Agreement before the 21-day period has expired.

(c) You may revoke your acceptance of this Agreement on the giving of written notice to Hunter S. Keil, Esq., Robinson Donovan, P.C., 1500 Main Street, P.O. Box 15609, Springfield, MA 01115, at any time within seven (7) days after it is signed.

(d) This Agreement will not become effective or enforceable until the eighth (8th) day following the date on which it is signed by you ("the Effective Date"). In the event you revoke this Agreement, all provisions set forth herein shall become null and void immediately upon revocation.

Right to Consult an Attorney. Sarnacki acknowledges that by this Agreement she has been advised, in writing, to consult legal counsel regarding this Agreement prior to signing the Agreement. To the extent that Sarnacki has wished to do so, she has availed herself of the right to consult legal counsel.

Severability. If any portion of this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of the Agreement will be deemed severable, will not be affected, and will remain in full force and effect.

Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and together constitute the same Agreement whether each party executes a separate counterpart.

Modification of Agreement. This Agreement cannot be modified except by a written instrument signed by both parties.

Interpretation of Agreement. This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts. All disputes arising under or out of this Agreement will be brought in courts of competent jurisdiction located within the Commonwealth of Massachusetts.

WITNESS OUR HANDS AND SEALS this 12 day of October, 2022.

David Sarnacki
Witness

David Sarnacki
Printed name

Roberta J. Sarnacki
Roberta J. Sarnacki

Lyn O'Brien
Witness

Lyn O'Brien
Printed name

THE TOWN OF OTIS

Brandi Page
By: Brandi Page, Town Administrator