

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

C.A. NO. 07-11087-RGS

SUSAN BURKE PEDREIRA, TANJA RYDEN,
EDMUND A. ROONEY, JR., and JOHN
REYNOLDS, Individually and As Members of the
Conservation Commission of Westport,
Massachusetts,

Plaintiffs

v.

VERONICA F. BEAULIEU, GARY MAUK,
JOHN DUNCAN ALBERT, and ROBERT P.
REBELLO, Individually and As Members of The
Board of Selectmen of Westport, Massachusetts

Defendants

SETTLEMENT AND RELEASE

In consideration for the payment in the amount of \$41,700 as partial reimbursement of Plaintiffs' legal fees, and not as compensatory damages, receipt of which is hereby acknowledged, and in consideration for a statement agreed to by a majority of the current members of the Board of Selectmen (attached hereto as "A"), SUSAN BURKE PEDREIRA, TANJA RYDEN, EDMUND A. ROONEY, JR., and JOHN REYNOLDS (collectively, "Plaintiffs"), on their own behalf and on behalf of their family(ies), heirs, successors, and assigns, hereby release and forever discharge, and covenant not to sue or commence proceedings against the Town of Westport, the Westport Board of Selectmen (whether collectively or any individual members of the Board), including but not limited to the above-named defendants (VERONICA F. BEAULIEU, GARY MAUK, JOHN DUNCAN ALBERT, and ROBERT P. REBELLO), the current or former Westport Town Administrator, Massachusetts Interlocal Insurance Agency ("MIIA"), and any of Westport's and/or MIIA's agents, predecessors,

successors, and assigns, and each of their present, former or future officers, directors, shareholders, trustees, officials, employees, servants, attorneys, insurers and other legal representatives, whether in an individual or official capacity (collectively the “Releasees”), from and with respect to any and all charges, complaints, actions, cause or causes of action, claims, lawsuits, accounts, covenants, contracts, debts, demands, agreements, damages, liabilities, or obligations of any kind whatsoever (including costs for medical or hospital services, disability or any other insurance benefits, attorneys’ fees and costs actually incurred), or of every name and nature, whether at law or in equity, whether in contract or tort or by statute or on any other basis, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, which they may have against said Releasees arising out of or in connection with or in any manner relating to any or all Plaintiffs’ claims including First Amendment and civil rights violations, up to the date of this Release, including without limitation of the foregoing, those which were alleged or could have been alleged in any court or administrative proceedings, and more specifically on account of the claims raised in connection with the action entitled Susan Pedreira, et al. v. Veronica Beaulieu, et al., U.S. District Court C.A. No. 07-11087-RGS, (the “Complaint”). Similarly, the Board of Selectmen, on behalf of the Town, releases any claims that the Town may have against the plaintiffs, arising out of the events and issues that give rise to the above-captioned complaint, or which may arise, up to the date of this Release.

Upon execution of this Release, the Plaintiffs agree to file with the United States District Court for Massachusetts the appropriate paperwork to secure a dismissal with prejudice of the Complaint, including but not limited to the execution of the Stipulation of Dismissal attached hereto (“B”).

Plaintiffs acknowledge that this settlement affects the resolution and compromise of disputed claims against the Releasees. None of the individually-named Defendants admit

liability, nor should this Settlement and Release be construed as an admission by said Defendants of such liability. It is expressly understood that the settlement made hereunder is made solely to effectuate the agreed statement (Attachment "A") and in order to avoid the costs and expenses of further litigation of all pending claims as well as future claims against the Plaintiffs, or the Releasees (including any current or former Westport officials and/or employees), which may arise, up to the date of this Release.

Tax Liability. Furthermore, the Plaintiffs acknowledge that no representations have been made by the Releasees or any of their agents as to the taxability or non-taxability of the monetary payment detailed above, and the Plaintiffs acknowledge that if there should be any tax liability upon the monetary payment detailed above, that obligation shall be totally and exclusively theirs. Plaintiffs request that the settlement amount of \$41,700 be made payable as follows: _____.

Waiver Under the ADEA. In addition to the general release provided for through this Settlement and Release, Plaintiffs are waiving any and all rights under the Age Discrimination in Employment Act (the ADEA). Pursuant to the Older Workers Benefit Protection Act's provisions for the valid release of an Age Discrimination in Employment claim as contained in 29 USC §626(f), the Plaintiffs agree as follows:

- a. The terms of this Settlement and Release apply to any rights or claims arising under 29 USC §626(f), as well as those arising under G.L. c.151B, and Plaintiffs knowingly and voluntarily waive their rights under 29 USC §626(f), as well as G.L. c.151B and any other laws referenced in this Settlement and Release;
- b. Plaintiffs hereby acknowledge that they have been advised to consult with an attorney prior to executing this Settlement and Release, and that they have exercised this right to review this Settlement and Release with independent counsel of their own choosing;
- c. Plaintiffs acknowledge that they were advised that they have the right under the

ADEA to consider this Settlement and Release for a period of twenty-one (21) days prior to signing it, which twenty-one (21) calendar days they expressly waive.

d. For a period of seven days following the execution of this Settlement and Release, Plaintiffs may revoke such Settlement and Release, and it shall not become effective or enforceable until the revocation period has expired. However, if Plaintiffs do not revoke the Settlement and Release during this period, this Settlement and Release shall become enforceable upon expiration of said period. Should Plaintiffs exercise their rights to rescind this Settlement and Release they must do so in writing by way of certified mail to the Town Administrator of the Town of Westport, postmarked within seven (7) days following Plaintiffs' execution of this Settlement and Release.

IN WITNESS WHEREOF, the Plaintiffs have executed this Settlement and Release as of the date(s) written below and it shall be binding upon and inure to the benefits or the heirs, successors and assigns of the Plaintiffs.

SUSAN BURKE PEDREIRA

Date: _____

TANJA RYDEN

Date: _____

EDMUND A. ROONEY, JR.

Date: _____

JOHN REYNOLDS

Date: _____

ACKNOWLEDGMENT by the Westport Board of Selectmen:

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

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