

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of all Claims (hereinafter "Agreement") is made and entered into by Kindia Roman ("Roman"), the Town of Tisbury ("Tisbury"), Mark Saloio ("Saloio"), and Max Sherman ("Sherman").

WHEREAS, Roman has filed a lawsuit in the United States District Court for the District of Massachusetts against the Town, Saloio, and Sherman, Docket No. 1:20-cv-12110-IT (the "Lawsuit"), asserting claims for violation of civil rights (42 U.S.C. § 1983); violation of Massachusetts civil rights (M.G.L. c. 12, §§ 11H, I); sex/gender/race discrimination (M.G.L. c. 151B), Title IX (20 U.S.C. § 1681 *et seq.*); deprivation of civil rights – failure to supervise (42 U.S.C. § 1983); and conspiracy;

AND, the Town, Saloio, and Sherman deny any wrongdoing or unlawful actions and/or liability whatsoever and specifically disclaim any liability on the part of themselves or any past or present officers, managers, agents, employees, or representatives;

AND, Roman, the Town, Saloio, and Sherman (collectively "the Parties") now wish to consensually resolve their disputes:

NOW, THEREFORE in consideration of the promises set forth below, the Parties agree as follows:

1. **Payment to Roman.** The Town and/or its insurer(s) shall cause to be paid to Roman the sum of Two Hundred Forty Thousand Dollars and Zero Cents (\$240,000.00). Payment shall be made within thirty (30) days of (1) the full execution of this agreement and (2) receipt by counsel for the Town of a completed W-9 form for the Law Offices of Timothy M. Burke. Roman acknowledges that she has not relied upon any representations concerning the tax obligations and consequences resulting from the payment. Any and all tax obligations associated with Roman's receipt of this sum, whether arising under federal, state, or local laws, shall be the sole responsibility of Roman. Roman agrees to defend, indemnify, and hold harmless the Town from any and all tax liabilities, ordinarily attributable to and paid by employee, that may be assessed against the Town as a result of this payment to Roman.

2. **Release.** Except as to the obligations herein, Roman, for herself and her heirs, executors, beneficiaries, successors, assignees, immediate family members, and any other person or entity who could now or hereafter assert a claim in her name or on her behalf, hereby releases and forever discharges Saloio, Sherman, and the Town, its subsidiaries, officers, directors, members, partners, owners, shareholders, employees, former employees, agents, servants, attorneys, assigns, affiliates, independent contractors, volunteers, predecessors, successors, parent companies and organizations, insurers, reinsurers, and any and all other persons, firms, and corporations in which it may have an interest (collectively the "Released Parties") from any and all past, present, or future claims, lawsuits, demands, actions, or causes of actions (collectively "Claims"), which Roman now has, owns, or holds, or claims to have, own, or hold or which Roman at any time heretofore had owned or held, or claimed to have had, owned, or held, up to the date of execution of this Agreement, including but not limited to any and all

Claims relating to Roman's employment with the Town and any other Released Parties, and/or the cessation of such employment, and/or any alleged mistreatment of Roman of any kind and/or relating to any aspect of any relationship, dealing, interaction, or communication of any kind involving Roman, Saloio, Sherman, the Town, or any of the other Released Parties. The scope of what Roman releases in this Agreement includes, but is not limited to, a full general release by Roman of any and all Claims or potential Claims that Roman may have against the Town, Saloio, Sherman, and/or against any of the other Released Parties, for any and all injunctive relief, declaratory relief, physical injury, personal injury, and injury of any and all other kinds, and/or any and all other kinds of alleged damages, or other monetary obligation, or obligation of any other sort, including but not limited to, any and all compensatory damages, emotional distress damages, punitive damages, costs, attorneys' fees, and any and all other kinds of damages that are based in whole or in part on any act or omission occurring before this Agreement becomes effective.

Except as to the obligations herein, Saloio, Sherman, and the Town, its subsidiaries, officers, directors, members, partners, owners, shareholders, employees, former employees, agents, servants, attorneys, assigns, affiliates, independent contractors, volunteers, predecessors, successors, parent companies and organizations, insurers, and any and all other persons, firms, and corporations in which it may have an interest, hereby releases and forever discharges Roman and her heirs, executors, beneficiaries, successors, assignees and immediate family members. The scope of what the Town, Saloio, and Sherman release in this Agreement includes, but is not limited to, a full general release by the Town, Saloio, and Sherman of any and all Claims or potential Claims that they may have against Roman for any and all injunctive relief, declaratory relief, physical injury, personal injury, and injury of any and all other kinds, and/or any and all other kinds of alleged damages, or other monetary obligation, or obligation of any other sort, including but not limited to, any and all compensatory damages, emotional distress damages, punitive damages, costs, attorneys' fees, and any and all other kinds of damages that are based in whole or in part on any act or omission occurring before this Agreement becomes effective.

This Agreement does not release any rights or claims that arise after the date of execution of this Agreement, including any claim for breach of this Agreement.

It is expressly stipulated by the parties that neither is to be considered a prevailing party for any purpose.

3. **Waiver of Rights and claims under the ADEA.** As Roman is 40 years of age or older, she is hereby informed, in writing, that she has or may have specific rights and/or claims under the Age Discrimination in Employment Act of 1967, as amended (ADEA).

- a. *Waiver in Exchange for Consideration.* Roman agrees that, in consideration for the terms of this Agreement, to which she would not otherwise be entitled, she specifically and voluntarily waives any rights and/or claims under the ADEA that she might have against the Released Parties to the extent that such rights and/or claims arose prior to the date when this Agreement is executed. Roman also waives such rights and/or claims under the Massachusetts ADEA.

- b. *No Waiver of Claims Arising After Execution of Agreement.* Roman understands and agrees that she is not waiving any rights or claims under the ADEA that may arise after the date when this Agreement is executed.
- c. *Knowing and Voluntary.* Roman agrees that she has carefully read and fully understands all of the provisions of this Agreement, and she knowingly and voluntarily agrees to all of the terms set forth in this Agreement. Roman acknowledges that in entering into this Agreement, she is not relying on any representation, promise, or inducement made by the, Town, Saloio, Sherman, or their attorneys, with the exception of those promises described in this document.
- d. *Opportunity to Consult Legal Counsel.* Roman agrees that she has been advised, in writing, to consult with legal counsel, or any other person of her choosing, before signing the Agreement. Roman acknowledges that she has not been subjected to any undue or improper influence interfering with the exercise of her free will in deciding whether or not to consult with counsel prior to signing this Agreement.
- e. *Review.* Roman has waived any review period.
- f. *Revocation.* Roman has seven (7) days from the date of signing to revoke her acceptance.

4. **Dismissal of Lawsuit.** Roman agrees that, through her counsel, she will take all necessary steps to have the lawsuit in the United States District Court for the District of Massachusetts dismissed with prejudice. Roman, through counsel, shall file a stipulation of dismissal with prejudice no later than five (5) days after receipt of the consideration described in Paragraph 1 of this Agreement.

5. **No Re-employment or Reinstatement.** Roman forever gives up any right to be rehired or employed by the Town. Roman will never apply for reinstatement or employment with the Town and agrees that the Town will have the right to refuse to employ her, without liability.

6. **No Admission of Liability.** The Parties acknowledge that this Agreement is a compromise of all disputed claims and that nothing in this Agreement constitutes or will be treated by any party as an admission of liability or wrongdoing. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their heirs, beneficiaries, administrators, representatives, executors, successors, and assignees.

7. **Governing Law.** This Agreement shall be governed and will be construed in accordance with the laws of the Commonwealth of Massachusetts. The terms of this Agreement are contractual and not a mere recital.

8. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties on the subject matter hereof, and supersedes all prior discussions and negotiations between them. This Agreement may be amended, modified, or

supplemented only by a written instrument executed by the Parties. Should any of the provisions of this Agreement be declared or be determined to be illegal, void, invalid, or unenforceable by a court of competent jurisdiction, the validity of the remaining parts, terms, or provisions shall not be affected, and the illegal or invalid part, term, or provision shall not be deemed a part of this Agreement. It is the intention of the Parties that if any term or provision of this Agreement is capable of two constructions, one of which would render the term or provision valid, then the term or provision shall have the meaning that renders it valid.

9. **Consultation with Counsel.** Roman acknowledges that she has had the advice of independent counsel and executes this Agreement as her free act and deed. Roman acknowledges that she has been represented by attorneys throughout the negotiations leading to this Agreement, that she has read and reviewed, and consulted fully with her attorneys regarding the meaning and effect of this Agreement, and that she understands and agrees to them. It is agreed that for purposes of interpreting the meaning of this Agreement that this Agreement should be deemed to have been jointly and mutually prepared in its entirety by all Parties.

10. **Non-Disparagement.** Roman agrees that she will not knowingly or intentionally make, or cause to be made, any statement (oral or written) that disparages the reputation or business of the Town, Saloio, and/or Sherman. Defendants Saloio and Sherman will not knowingly or intentionally make, or cause to be made, any statement (oral or written) that disparages the reputation of Roman. The Town agrees that it will instruct its officers not to knowingly or intentionally make, or cause to be made, any statement (oral or written) that disparages the reputation of Roman.

11. **Breach of Agreement.** In the event that either party breaches any portion of this Agreement, the prevailing party in an action to enforce or interpret this Agreement may recover from the other party whatever damages to which the prevailing party may be entitled.

12. **MMSEA Disclosures.** This settlement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. § 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such into the settlement terms.

Roman warrants that she is not a Medicare beneficiary as of the date of this Agreement. Because Roman is not a Medicare recipient as of the date of this Agreement, no conditional payments have been made by Medicare.

13. **No Prior Assignment; Indemnity.** Each of the Parties represents and warrants that they have the exclusive right to the claims, disputes, and matters encompassed in this Agreement. Each of the Parties further represents and warrants that they have not assigned or transferred, or purported to assign or transfer, to any person or entity any claim or other matter released herein. In the event that a party assigned or transferred, or purported to assign or transfer, any claim, dispute, or other matter herein released, such party shall indemnify the other party or parties and hold harmless such other party or parties from and against any loss, cost, claim, or expense, including but not limited to, all costs related to the defense of any action and

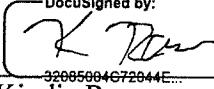
any reasonable attorneys' fees based upon, arising out of, or incurred as a result of any such claim, assignment, or transfer.

14. **Reliance On Own Judgment.** The Parties rely wholly on their own investigation and respective judgment as to the extent of any damages any of them may have sustained or may sustain in the future. No party to this Agreement has been influenced by any statement by any other party to this Agreement, and no party has made any representation upon which another has relied upon in entering into this Agreement, other than those expressly set forth in this Agreement.

18. **Titles and Captions.** The paragraph and section titles and captions used in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision thereof.

19. **Counterparts.** This Agreement may be executed in separate counterparts, and by facsimile or e-mail, and each such counterpart shall be deemed an original with the same effect as if all Parties had signed the same document.

IN WITNESS THEREOF, the Parties have executed this Agreement by their signatures below.

By: 
32005004C72044E...
Kindia Roman

Dated: 6/28/2022 _____

Town of Tisbury

By: _____

Dated: _____

any reasonable attorneys' fees based upon, arising out of, or incurred as a result of any such claim, assignment, or transfer.

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IN WITNESS THEREOF, the Parties have executed this Agreement by their signatures below.

By: _____
Kindia Roman

Dated: _____

Town of Tisbury

By:  _____

Dated: 7-5-2022