

SETTLEMENT AND RELEASE OF ALL CLAIMS

BETWEEN THE CITY OF REVERE AND MARC BIRITTERI

The parties to this Settlement Agreement and Release of All Claims are The City of Revere (hereinafter referred to as "the City") and Marc Birritteri, (hereinafter referred to as "Birritteri").

Whereas, Birritteri has been a Police Officer in the City since 2006; and

Whereas Birritteri has presented credible complaints of harassment that he endured during his tenure as police officer; and

Whereas, Birritteri has presented medical documentation setting forth a claim of Post-Traumatic Stress Disorder (PTSD), claiming duty related stress; and

Whereas, such PTSD claim has not been conceded by the City;

Now, Therefore, in consideration of mutual covenants, and in the interests of harmonious relations going forward, the parties hereby agree to the following terms and conditions:

1. Whereas, this agreement is conditioned upon Birritteri's return to full duty and this agreement acknowledges that he has returned to work on a full-time basis.
2. Upon return to duty Birritteri will be credited with all of the sick leave and vacation time he has utilized during his most recent absence, estimated as of August 8, 2017 to a total of 38 days between sick and vacation time. To the extent more days are utilized between now and Birritteri's return to duty, those days shall also be credited but not to exceed a total of 38 combined days (i.e., vacation and sick time).
3. The City of Revere also agrees to reimburse Birritteri the sum of \$204 to pay for his doctor's opinion letter and a total sum of \$340.00 for medical copayments.
4. Without limiting the common law obligation not to disparage or defame, both parties agree and represent that they will not make or publish any disparaging or derogatory statements about the other concerning Birritteri, the City, the Mayor and/or any other elected and appointed officials, officers, agents, employees, insurers, attorneys, servants, or affiliates of the City.
5. Birritteri agrees and represents that if he breaches his obligations contained in this Agreement, or makes any representations in this Agreement that are false, the City will not be obligated to provide the negotiated terms of this Agreement. Further, any breach of the obligations under this Agreement shall be considered irreparable harm and that the released parties shall be entitled to preliminary and other injunctive relief.

6. The City agrees to pay Birritteri reasonable attorney fees to the Law Office of Hector E. Pineiro in the amount \$4,757.50 consideration of this settlement agreement.
7. Birritteri, does hereby remise, release and forever discharge the City, and its elected and appointed officials, officers, agents, employees, insurers, attorneys, servants, affiliates, and their successors, and assigns, past and present, both in their individual and official capacities, from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, settlements, damages, claims, charges, grievances, employment contracts (other than this document) or policies and demands whatsoever, known or unknown, at law or in equity, from the beginning of the world until the date this release is fully executed, including but not limited to any claim under any and all state and federal laws, rules and regulations. Without limiting the generality of the foregoing, Birritteri's release of claims specifically includes, but is not limited to:
 - a. Claims for back pay, unpaid wages, or reinstatement to any position pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., or any other state or federal statute, or theory of contract including Massachusetts Civil Service law pursuant to M.G.L. c. 31;
 - b. The Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621, et seq. ("ADEA");
 - c. Claims of intentional or negligent infliction of emotional distress, defamation, fraud, misrepresentation, interference with advantageous relations, violation of public policy, or breach of contractual or quasi-contractual rights;
 - d. Claims of discrimination or wrongdoing or retaliation under federal, state and local laws, regulations, and ordinances, based upon race, sex, age, national origin, ancestry, religion, marital status, veteran status, handicap, disability, or any other prohibited factor, including but not limited to all claims under Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act, the Americans with Disabilities Act of 1990, M.G.L. c. 151B, the ADEA and the Massachusetts Equal Rights Act.

Birritteri understands and agrees that, pursuant to the ADEA, he has twenty-one (21) days within which to consider the waiver of appeal rights under this Agreement prior to signing it. Birritteri understands further that, pursuant to the ADEA, once he has signed this Agreement, he has seven (7) days within which to revoke it and he understands that the Agreement does not become effective or enforceable until such seven-day revocation period has expired. While the

agreement will be signed as of this date, Birritteri shall have the full twenty-one (21) days to consider, then seven days to revoke the Agreement. The parties agree that this release does not pertain to worker's compensation claims which, as a matter of law, may not be released.

7. Birritteri further represents and acknowledges that:
- a. He has read this Agreement and understands its terms, their meaning, and their effect upon his rights and the duties hereby undertaken;
 - b. The consideration made hereunder by the City is in full and complete settlement and satisfaction of any amount(s) to which he may claim he is owed; and
 - c. He has been (or by virtue of this Agreement is being) advised in writing to consult with an attorney and shall be afforded the opportunity to do so prior to executing this Agreement.
8. The parties hereto acknowledge that they enter into this Agreement with the advice and consent of counsel and that they do so knowingly and voluntarily, with complete understanding of the terms and the conditions of the Agreement.
9. If any provision of this Agreement is found to be held invalid, illegal, or unenforceable the remainder of the Agreement will continue to be in full force and effect. This agreement will be governed by the laws of the Commonwealth of Massachusetts

Marc Birritteri



Date: 10-6-17

Brian Arrigo, Mayor



Date: 10.26.17