

SETTLEMENT AGREEMENT

This Settlement Agreement and Release (“Agreement”) is entered into by and between Maxwell Hurwitz (“Hurwitz” or “Plaintiff”) and the Town of Blackstone and Ross Atstupenas (herein collectively “Blackstone” or “Defendants”). This Agreement shall become effective on the day that it is executed by all Parties (the “Effective Date”).

WHEREAS, Hurwitz filed a Complaint in the United States District Court (Worcester) known as *Maxwell Hurwitz v. Town of Blackstone and Chief Ross Atstupenas*, United States District Court (Worcester), CA. NO. 4:18-cv-40083-TSH (herein the “Complaint”) alleging, among other things, violations of the Massachusetts Whistleblower statute;

WHEREAS, in order to avoid the time and expense of litigation and without any admission of liability by any of the Parties, the Parties desire to settle fully and finally all differences between them regarding Hurwitz’s employment including, without limitation, the Complaint and any and all claims that were raised or could have been raised therein and any and all defenses and counterclaims that were raised or could have been raised therein;

NOW THEREFORE, in consideration of the promises and covenants set forth below, including, but not limited to, the Release of Claims, and for other good and valuable consideration as set forth in this Agreement, the receipt and sufficiency of which are acknowledged, Hurwitz and Blackstone agree as follows:

1. Non-Admission. Hurwitz and Blackstone agree that neither this Agreement nor the furnishing of consideration hereunder shall be deemed or construed at any time for any purpose as an admission by either party of any liability, wrongdoing, or unlawful conduct, and Blackstone expressly denies any such liability, wrongdoing, or unlawful conduct.
2. Settlement Payment. For good and valuable consideration and after Releasees’ counsel receives a copy of the signature page showing that Sergeant Hurwitz has executed this Agreement, Releasees agree to pay to Releasor the gross sum of Ninety-Five Thousand Dollars and no cents (\$95,000.00) (“Settlement Payment”). Payment shall be mailed to Releasor’s counsel, Attorney Timothy M. Burke at the Law Offices of Timothy M. Burke, 160 Gould Street, Suite 100, Needham, MA 02494. The above Payment is for alleged non-wage based injuries including emotional distress that manifested itself into physical symptoms allegedly suffered by Employee in connection with the allegations as outlined in the Lawsuit, and attorneys’ fees.
3. Release of Claims. In consideration of the Parties’ mutual Agreement to settle and the foregoing consideration by Blackstone, Hurwitz represents that he, his heirs, administrators and assigns (the “Releasors”), hereby acquit, release and forever discharge the Town of Blackstone and Ross Atstupenas, Massachusetts Interlocal Insurance Association and Cabot Risk, its agents, directors, officers, fiduciaries, employees, representatives, and attorneys, including but not limited to the respective directors, assistant directors, officers and employees thereof (the “Released Parties”), from all causes of action, claims, charges, complaints, liabilities, obligations, actions, and suits (including attorneys’ fees and costs

actually incurred), relating to or arising out of his employment with the Town of Blackstone as alleged in the Complaint, docketed as *Maxwell Hurwitz v. Town of Blackstone and Chief Ross Atstupenas*, United States District Court (Worcester), CA. NO. 4:18-cv-40083-TSH as those claims relate to the Released Parties, that Hurwitz now has, owns, or holds, or claims to have, own, or hold against the Released Parties on or prior to the Effective Date of this Agreement relating to or arising out of Hurwitz's employment with the Town of Blackstone (the "Released Claims"). This release shall include without implication of limitation all Released Claims made or that could have been made in connection with the Complaint and as relates to the Released Parties, up to the date of execution of the Agreement, relating to or arising out of Hurwitz's employment with the Town of Blackstone; all claims of breach of contract, breach of good faith and fair dealing, failure to pay wages, discrimination relating to or arising out of employment under any federal, state or local statute or ordinance, including without limitation claims under G.L.c. 149 § 185, Title VII, 42 U.S.C. § 1983, G.L.c. 12 §§ 11H and 11I, and G.L.c. 151B, as to the Released Parties, up to the Effective Date of this Agreement; and all claims for attorneys' fees and costs, as to the Released Parties, up to the Effective Date of this Agreement. Notwithstanding the foregoing, this release does not include any rights that Hurwitz cannot lawfully waive, and will not release any rights Hurwitz has to any claims, actions, or rights arising under or to enforce the terms of this Agreement.

4. Confidentiality. The Releasor and the Releasees agree to not knowingly or intentionally publicize or make public the terms of this settlement and not knowingly or intentionally transmit, reveal, disclose, publish or otherwise communicate this information to any non-party to this Settlement Release and Indemnity Agreement. Notwithstanding the preceding sentence, the Releasees may disclose the terms of this Settlement Agreement to the extent required by any applicable statute including public records laws, rule, or regulation or court of competent jurisdiction and in the case of the Releasor for accounting purposes, tax purposes, insurance or reinsurance purposes, but then as to all, only to the extent necessary.
5. Releasor is aware of and acknowledges that federal law requires insurance companies to provide the Centers for Medicare and Medicare Services (CMS) with information about a claimant prior to making payment of a claim. The information to be provided includes, but may not be limited to, the claimant's name, address, date of birth, social security number, and Medicare Health Insurance Claim Number. Releasor agrees that no acts taken by the Releasees to comply with said law or any regulations issued thereunder, shall, in any way, invalidate or negate the settlement among the parties hereto and the release and discharge of the parties released hereunder. If CMS asserts or claims a lien against the settlement proceeds, the Releasees will so inform the Releasor and the Releasor will be responsible for resolving and, if necessary, paying the lien and will notify and inform the Releasees of such resolution or payment. By virtue of this paragraph, Releasor does not in any way give up his rights to contest or challenge any lien asserted or claimed by CMS and specifically reserve her rights to do so.
6. Releasor, for himself, his heirs, next of kin, executors, administrators, successors and assigns, covenant and agree to indemnify and hold harmless the Releasees and to assume responsibility for, and to discharge any and all liens or claims for benefits, medical or

otherwise, incurred or provided in connection with the events constituting the subject matter of *Maxwell Hurwitz v. Town of Blackstone and Chief Ross Atstupenas*, United States District Court (Worcester), CA. NO. 4:18-cv-40083-TSH including all claims, actions, suits, demands or proceedings.

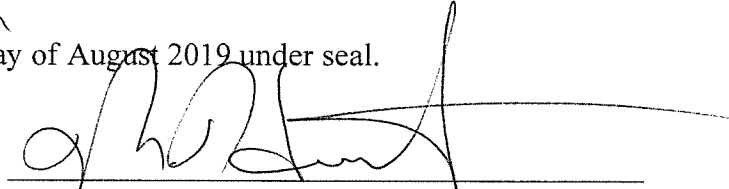
7. Within ten (10) business days after Releasor receives the Settlement Payments counsel for the Releasor shall file a Stipulation of Dismissal with Prejudice as to all claims with the Court.
8. Attorneys' Fees. Each Party shall bear his or its own costs and attorneys' fees in connection with the Complaint.
9. Binding Nature of Agreement. This Agreement shall be binding upon each of the Parties and upon their heirs, administrators, representatives, executors, successors, and assigns of each of them, and shall inure to the benefit of each party and to the heirs, administrators, representatives, executors, successors, and assigns of each of them.
10. Governing Law. This Agreement shall be deemed to be made and entered into in the Commonwealth of Massachusetts, and shall in all respects be interpreted, enforced, and governed under the laws of said Commonwealth, without giving effect to the conflict of laws principles of said Commonwealth. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.
11. Severability. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, other than provisions in paragraph 2, 3, and/or 4, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement.
12. Modification of Agreement. This Agreement may be amended, revoked, changed or modified only upon a written agreement executed by both Parties. No waiver of any provision of this Agreement will be valid unless it is in writing and signed by the party against whom such waiver is charged.
13. Understanding of Agreement. Hurwitz represents and agrees that he is of sound mind and body; that he is competent to enter into this Agreement; that he has thoroughly reviewed all aspects of this Agreement; that he has carefully read and fully understands all of its provisions; that he was advised to consult with counsel; that it was explained to him that the effect of this Agreement is a waiver of any claims he may have under any state or federal laws or causes of action, including, but not limited to, claims arising from or related to his employment with the Town of Blackstone and that he is knowingly and voluntarily entering into this Agreement resolving any disputes with the Released Parties.
14. Representations. Hurwitz represents and acknowledges that in executing this Agreement, he does not rely and has not relied upon representations or statements made by the Town of

Blackstone (other than those expressly set forth herein) with regard to the subject matter, basis or effect of this Agreement or otherwise.

15. Entire Agreement. This Agreement sets forth the entire agreement between Hurwitz and Blackstone and fully supersedes any and all prior agreements or understandings between Hurwitz and Blackstone.
16. Counterparts. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original.

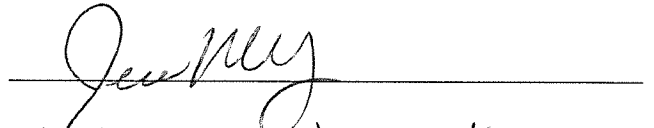
IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Settlement Agreement and Release as of the dates set forth below.

Executed this 26th day of August 2019 under seal.



MAXWELL HURWITZ

On the 26th day of August 2019 I witnessed Maxwell Hurwitz to me known to be the persons named herein, each execute the foregoing Settlement Release and Indemnity Agreement.



Printed Name: Jessica Murray