

SETTLEMENT AGREEMENT

Agreement made this _____(24th) day of February 2009 by and among the Town of Westfield, a municipal corporation of the State of New Jersey (herein the ‘Town’), the Westfield Police Department (‘Police Department, Bernard Tracy, former Police Chief of the Town of Westfield (herein ‘Tracy’), and Sandra Chambers, a police officer of the Town of Westfield (herein ‘Chambers’):

WHEREAS, Chambers has filed a lawsuit captioned Sandra Chambers. Plaintiff x, Town of Westfield, Westfield Police Department. Bernard Tracy individually and in his capacity as Chief of Police of the Westfield Police Department. Defendants, Docket No. UNN-L-4226-06 in Superior Court of New Jersey Law Division: Union County which is also currently pending and

WHEREAS, the Town, Police Department and Tracy have denied, and continue to deny, any and all liability for all the claims alleged by Chambers and deny that the Town, Police Department and Tracy violated any laws or alleged agreements, engaged in any unlawful or wrongful conduct, or discriminated or retaliated against Chambers in any manner; and

WHEREAS, the parties desire to settle all matters in dispute among them:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings herein set forth the parties agree as follows:

I. This Agreement is not, and shall not in any way be considered or construed as, an admission by the Town, Police Department and Tracy of discrimination, retaliation, wrongful discharge, tortious conduct, or of any violation of any law, common law, or federal, state or local statute or regulation, or of any employment policy, practice, contract or agreement, or of any alleged duty owed by the Town, Police Department and Tracy to Chambers, or of any unlawful or wrongful acts whatsoever by the Town, Police Department and Tracy. The payment hereunder is made solely to avoid the inconvenience and cost of litigation, to effectuate the cessation of the employment relationship between Chambers, the Town and the Police Department and to resolve completely all of Chambers’ claims against the Town, Police Department and Tracy, known or unknown, asserted or unasserted.

2. Chambers will be paid a total of three hundred eighty thousand dollars

(\$380,000). The settlement checks on account of personal injury shall be made payable to "Sandra Chambers and Eric S. Pennington, PC," and will be issued within 20 days of the approval of this Agreement by the Mayor and Council.

3. At the time of, or prior to, the execution of this Agreement, Chambers will apply for disability retirement from the Westfield Police Department, effective immediately.

4. Effective upon full execution of this Agreement, Chambers agrees she will not seek employment with the Town in any capacity, and acknowledges that the Town has no obligation, contractual or otherwise, to hire or employ her in the future. Chambers further agrees to submit an irrevocable letter of resignation from her employment with the Town of Westfield, effective as of the date of full execution of this Agreement, which will be accepted by the Town only in the event that Chambers' disability retirement is not approved. Otherwise, her status will remain retired. If, however, that retirement status changes at any time in the future, the letter of resignation will become effective and will be accepted by the Town immediately.

5. Chambers will continue to receive medical benefits through the end of April 2009 or until Chambers obtains medical benefits elsewhere, whichever occurs first. The Town shall have the right to contact her to make reasonable inquiry into her status with respect to other potential sources of health insurance on a periodic basis through the end of April 2009~ Thereafter, Chambers will be entitled to apply for standard COBRA benefits unless she has obtained medical benefits elsewhere. Chambers shall have the obligation to respond promptly and candidly regarding her employment and insurance eligibility status at such times.

6. Chambers will be reinstated to Detective First Grade in title only, solely for the purposes of her retirement., with no adjustment of salary or retroactive pay,

7. The Town agrees to refrain from filing any new disciplinary charges against Chambers, and agrees to withdraw any pending disciplinary charges, subject to full compliance by Chambers with all material terms and conditions of this Agreement. Chambers' personnel file will be purged of all records demonstrating or relating to disciplinary infractions at any time in her career.

8. Chambers agreed not to disparage or criticize the Town or its officers, directors, managers, supervisors, or employees, or otherwise speak of the Town

in any negative or unflattering way to anyone, including, but not limited to, the Town's employees or former employees. The Town agrees not to disparage Chambers to the public or to her prospective employers and will provide a neutral reference to any such prospective employer.

9. Chambers and the Defendants agree that the terms, conditions, fact of payment, amount of payment, and underlying facts of the settlement stated in this Settlement Agreement shall be held strictly confidential, except as otherwise required by law. Chambers and the Defendants further agree that they shall not describe, characterize or disclose any such information in any manner whatsoever, directly or indirectly, orally or in writing to anyone not a party to this Agreement, except to the extent required by law or to say, "the matter has been resolved", if asked, and except that Chambers may disclose the terms of this Agreement to her immediate family, accountants, or financial advisors and attorneys, or when legally obligated to do so.

10. The Town agrees not to contest Chambers' application for disability retirement with life-time medical benefits. The Town further agrees to promptly cooperate with Chambers in the preparation of her application for disability retirement, and to complete all paperwork timely and consistent with the terms of this Settlement Agreement.

11. In consideration of the terms of this Settlement Agreement, Chambers will withdraw with prejudice the above-described lawsuit against the Town, Police Department and Tracy and file the appropriate stipulation of dismissal with the Court, within ten (10) calendar days of the date this Agreement is fully executed and simultaneously provide a true copy of same to the Town.

12. Further, Chambers, on her own behalf and on behalf of her heirs, executors, administrators, successors and assigns (hereinafter individually and collectively "Chambers"), hereby releases and forever discharges the Town of Westfield and all affiliated and related entities, and their respective past, present, and future representatives, officials, officers, council, council members, employees, agents, successors and assigns (hereinafter individually and collectively referred to as the "Town"); Westfield Police Department (hereinafter individually and collectively referred to as the "Police Department"); Bernard Tracy, individually and as the former Chief of Police of the Westfield Police Department and his heirs, executors, administrators, and successors and assigns (hereinafter individually and collectively referred to as "Tracy"); from any and all claims, known and unknown, resulting from anything which has happened up to now, including claims for attorneys' fees.

13. Without limiting the scope of the foregoing provision in any way, Chambers releases all claims relating or arising out of any aspect of her employment with the Town of Westfield and/or the resignation, termination, and/or cessation thereof, including, but not limited to, all claims under the State and/or Federal Constitutions; Age Discrimination in Employment Act, 29 U.S.C. § 621, et seq., as amended by the Older Workers' Benefit Protection Act, specifically § 626; Title VII of the Civil Rights Act of 1964 and 1991, as amended, 42 U.S.C. § 2000e, and laws amended thereby; the Civil Rights Act of 1966, 42 U.S.C. § 1981, et seq.; the Civil Rights Statutes contained in 42 U.S.C. §§ 1983, 1985, and 1986 and any related laws; the Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, et seq.; the New Jersey Law Against Discrimination ("NJLAD"), N.J.S.A. 10:5-1, et seq.; the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq.; the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq.; the New Jersey Family Leave Act, N.J.S.A. 34:11b-1, et seq.; the Federal Family and Medical Leave Act, 29 U.S.C. § 2601, et seq.; the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq.; the Rehabilitation Act of 1973, 29 U.S.C. § 791, et seq.; Occupational Safety and Health Act, 29 U.S.C. § 651, et seq.; the Fair Labor Standards Act, 29 U.S.C. § 201, et seq.; the Equal Pay Act, 29 U.S.C. § 206(d); the New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a, et seq.; the New Jersey Wage Payment Law, N.J.S.A. 34:114.1; the New Jersey Workers' Compensation Law, N.J.S.A. 34:15-1; and any other Federal, State or local equal employment opportunity laws, regulations or ordinances; contract, including the contract between the Town and PBA Local 90 covering the period at issue; quasicontract, negligence, interference with contract/business advantage; fraud; intentional infliction of emotional distress; and any other duty or obligation of any kind or description. This release shall apply to all known, unknown, unsuspected and unanticipated claims, liens, injuries and damages up to and including the day of the date of this Settlement Agreement.

14. If Chambers fails to comply with any of the material terms and conditions of this Agreement, including the stated dates for document submission, the Town may consider such default a breach of the agreement and immediately suspend pay and benefits being paid to Chambers, reinstitute disciplinary action, including issuance of its decision concerning charges withdrawn without prejudice and seek reimbursement of pay and benefits made to Chambers from the date of the Agreement until this date of breach thereof. In such event, Chambers waives any claims that she has or may have concerning the timeliness of the issuance of a decision on the charges withdrawn without prejudice.

15. Each party shall be responsible solely for its or their own attorneys' fees, costs, and expenses. Chambers specifically waives all claims to attorneys' fees, costs, and expenses from the Town, Police Department and Tracy, including all claims for reimbursement from the Town or its attorneys, agents, or family members for any attorneys' fees, costs, and expenses she has incurred or paid, or which were paid on her behalf

16. The parties to this Settlement Agreement acknowledge that they have been afforded ample opportunity to consult with independent legal counsel of their own choice throughout all of the negotiations that preceded the execution of this Settlement Agreement to the extent deemed appropriate. The parties acknowledge and represent that they have carefully read and fully understand all of the provisions herein and that they have voluntarily executed same without coercion or duress and in consultation with counsel of their choice if they so elected. The parties understand that they are waiving any right to litigate their claims, which would include any claim by Chambers with respect to any obligation of PEA Local 90 to represent her interest related to the terms of this Agreement.

17. Chambers understands and acknowledges that she is releasing all rights and claims arising under the Age Discrimination in Employment Act, as amended by the Older Workers' Benefit Protection Act, and has been offered the opportunity to consider this Settlement Agreement for more than twenty-one (21) days and understands and after consultation with legal counsel hereby waives her right to revoke this Settlement Agreement for any reason within seven (7) days of signing it.

In witness whereof the parties have set their hands and seals on the dates set forth below.

Signed,
(Sandra Chambers)
2/6/09

For the Town of Westfield
By: (James Gildea, Administrator)
(2/25/09)

Bernard Tracy
(2/9/09)