

SETTLEMENT AGREEMENT

WHEREAS, the City of Cambridge ("the City"), Linda Stamper Joseph and Mary Chui Wong ("Ms. Stamper" and "Ms. Wong" respectively, hereinafter together "the Employees")(collectively "the Parties") are desirous of resolving all differences between them, including the claims they asserted in the case named and styled *Wong et al. v. City of Cambridge*; Middlesex Superior Court C.A. No. 01-2737 ("the Litigation");

WHEREAS, Ms. Stamper and Ms. Wong have made claims against the City alleging race discrimination and retaliation for having raised concerns about discrimination;

WHEREAS, the City has denied any wrongdoing and there has been no finding of liability against it as to the claims of Ms. Stamper and Ms. Wong;

WHEREAS, the course of litigation has spanned over a decade;

WHEREAS, the Parties are jointly desirous of a respectful resolution of Ms. Stamper's and Ms. Wong's concerns, although by so resolving the claims the City does not admit wrongdoing or liability and Ms. Stamper and Ms. Wong do not admit any weakness to their claims or invalidity to their concerns;

NOW THEREFORE the parties agree herein ("the Agreement") as follows:

1. The City shall pay Burns & Levinson, LLP as Attorneys for Ms. Stamper and Ms. Wong, the sum of \$1,100,000, within ten days of the date of execution of this Agreement, and \$2,750,000, in January of 2012, on or before the fifteenth (15th) day of the month, in full and final settlement of all claims that the Employees now have or ever have had against the City, its current and former agents, employees, representatives, attorneys and assigns. This sum represents a compromise of multiple disputed claims. Ms. Stamper and Ms. Wong agree that they shall be wholly responsible for any and all taxes that are, or may be deemed by taxing authorities to be, due on such payment.
2. The Parties agree that the terms and conditions of this settlement, although not its fact, shall be maintained as confidential to the full extent permitted by law. Notwithstanding the foregoing, it shall not be a violation of this provision for Ms. Stamper or Ms. Wong to reveal the contents of this Agreement to their immediate family, their legal, tax or financial advisors, and their medical providers, on the condition that the aforementioned agree to hold the Agreement's contents in confidence.
3. This Agreement constitutes a resolution of disputed claims. Neither the City nor the Employees shall assert that, by dint of settlement, they have "won" the case and neither shall claim victory or vindication in connection with this agreement or the Litigation.

4. _____

5. In furtherance of the objectives of this Settlement, the parties agree to the following:

a. No party, or her/its undersigned attorneys, shall libel the other, or cause others to do so on her or its behalf. "Libel" shall mean a false statement of fact susceptible of knowledge that would tend to hold a party up to disdain or ridicule in the eyes of a substantial segment of the community.

b. The City and Ms. Stamper and Ms. Wong have agreed to issue a joint statement, the form of which shall be mutually agreed upon, in which the parties announce that they have resolved their differences, and that they are all pleased with this amicable outcome. Such statement shall be issued on a date to be agreed upon by the parties. In such statement, the City shall affirm its commitment to diversity, equal opportunity and to protecting the rights of employees in the workplace. The Employees shall express appreciation for the City's commitment and their satisfaction in allowing all parties to move forward. No party or their counsel shall issue any other public statement or press release concerning the settlement or cause anyone to do so on her or its behalf and any further comment in connection with the settlement shall be consistent with the joint statement and subparagraph c.

c. The Parties agree that, by entering into this Agreement, no Party is forsaking its/his/her right to express its/ his/her opinion about their own experiences or motivation relating to the instant litigation or this Agreement.

d. This Section 5 shall be binding on and inure to the benefit of the Parties, including, for the City, its City Manager, and current and former Assistant City Managers, Deputy City Managers, supervisory personnel identified in the Employees' lawsuits and the undersigned counsel. With respect to Ms. Wong and Ms. Stamper, these provisions are binding on and inure to the benefit of the Employees, their immediate family and undersigned counsel, to the extent that counsel's comments refer to Ms. Stamper and Ms. Wong.

6. In exchange for the payment received under this Agreement, Ms. Wong hereby releases, discharges, and forever forgoes any all claims that she now has, or ever has had, against the City, its current and former agents, employees, attorneys, and assigns, except with regard to the terms of this Agreement, and with regard to pension, salary, and other benefits of her employment. Ms. Wong further agrees to dismiss the Litigation with prejudice and with costs borne by each Party, within five days of the final payment set forth in Paragraph 1.

7. In exchange for the payment received under this Agreement, Ms. Stamper hereby releases, discharges, and forever forgoes any all claims that she now has, or ever has had, against the City, its current and former agents; employees, attorneys, and assigns, except with regard to the terms of this Agreement and with regard to her pension and health benefits existing on the date of this Agreement. Ms. Stamper further agrees to dismiss the Litigation with prejudice and with costs borne by each Party, within five days of the final payment set forth in Paragraph 1.

8. In exchange for the promises undertaken under this Agreement, the City, including its City Manager, current and former Assistant City Managers; Deputy City Managers, supervisory personnel identified in the Employees' lawsuits, and attorneys, hereby release, discharge and forever forgo any all claims that it now has, or ever has had, against Ms. Wong and Ms. Stamper.

9. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

10. This Agreement may be executed in duplicate originals and shall become effective when all signatures are affixed hereto.

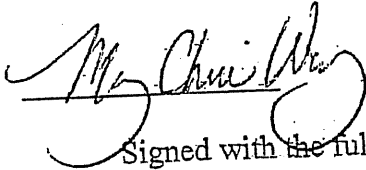
11. Ms. Stamper and Ms. Wong each represents and acknowledges that:

(a) She has read this Agreement and understands its terms, their meaning, and their effect upon her rights and the duties hereby undertaken by her.

(b) The City hereby advise Ms. Wong and Ms. Stamper that each has the right to consult with an attorney of her own choice prior to signing this Agreement and that she should do so. Each Employee acknowledges that she has in fact consulted with counsel during the negotiation of this Agreement. The Employees have twenty-one (21) days from her receipt of this Agreement to decide whether to sign it. The Employees, by executing this Agreement, are waiving this notice period. Each will have seven (7) days after signing this Agreement to revoke her signature. If either Ms. Wong or Ms. Stamper intends to revoke her signature, she must do so in a writing addressed and delivered to counsel for the City, Joan Lukey, Esq., Ropes & Gray, LLP, The Prudential Tower, 800 Boylston Street, Boston, MA, prior to the end of the 7-day revocation period. This Agreement shall not be effective, and no parties shall have any rights or obligations hereunder if either Employee revokes during the 7-day revocation period.

Signed with the full effect of a sealed instrument this 24th day of October, 2011.

Mary Chiu Wong,



Signed with the full effect of a sealed instrument this 24th day of October, 2011.

Linda Stamper Joseph,



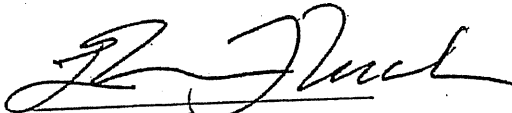
Signed with the full effect of a sealed instrument this _____ day of October, 2011.

City of Cambridge,

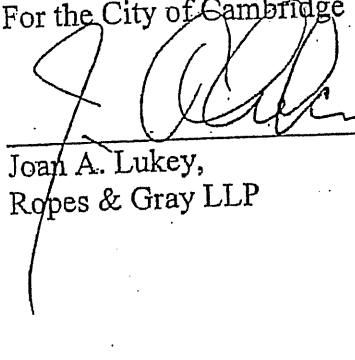

Robert W. Healy, City Manager

As to paragraph 5:

For Mary C. Wong and Linda Stamper Joseph,


Ellen J. Zucker,
Burns & Levinson LLP

For the City of Cambridge


Joan A. Lukey,
Ropes & Gray LLP