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March 20, 2009.

Michele E. Randazzo, Esq.
Kopelman and Paige, PC
12th Floor, 101 Arch Street
Boston, MA 02110

Re: Cachopa v. Town of Stoughton et al.
C.A. No. 2004-01271

Dear Michelle.

As you know I represent Chief Cachopa. I have been informed that he was terminated effective February 13, 2009, after being placed on paid administrative leave on March 4, 2005. In the agreement between the parties dated November 24, 2004 the Town agreed that Chief Cachopa would be a member of the professional association. The agreement existing between the Town and the Association provided for sick time, vacation pay, earned time and a longevity payment. I understand that the town has paid Chief Cachopa 25 vacation days, but nothing else. Under the CBA, the Chief was entitled to 25 vacation days per year or 100 sick days since March 4, 2005. The Chief had also accumulated 45 sick days prior to his leave, for a total of 145 days.

I understand that the Town has paid Chief Cachopa 25 vacation days, our calculation is that Chief Cachopa accrued 145 vacation days from March 4, 2005 to February 13, 2009, and that at the time he was placed on a leave of absence on March 4, 2005 Chief Cachopa had accrued 31 vacation days giving him a total amount of 176 vacation days accrued. This leaves 155 vacation days unpaid.

Here are our calculations of the money owed at time of termination.

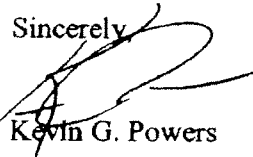
Vacation Pay (Article IV) (145-25) = 120 x 437.11	= \$52,453.20
Sick Time (Article V)	= \$3,525.00
Total	= \$ 55,978.20

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M.G.L. ch. 149 § 148 requires wages to be paid within six days of the date of termination. Wages as defined by the statute include vacation pay and sick time. A refusal to pay wages is now subject to automatic treble damages and attorney's fees. We agree to waive any penalty and attorney's fees if the above amount is paid within ten days of the date of this letter.

If you have any questions, please feel free to contact me.

Sincerely,

Kevin G. Powers

Cc: Manuel Cachopa

KGP/amm
Randozza letter 03.11.09