

# PAIEWONSKY LAW FIRM, PLLC

6501 Red Hook Plaza, Suite 201  
St. Thomas, Virgin Islands 00802-1306

Toll Free Telephone Number: [REDACTED]

Toll Free Facsimile Number: [REDACTED]

Email: [REDACTED]

October 16, 2012

Christopher Allen Kroblin, Esquire  
Kellerhals Ferguson LLP  
9100 Havensight, Port of Sale, Suite 15/16  
St. Thomas, VI 00802

**RE: Manuel Gonzalez**

Dear Attorney Kroblin:

My client has authorized me to initiate settlement discussions with you in an effort to resolve this matter. Even though I still have not received outstanding discovery, I am nevertheless making the following settlement offer to compromise a disputed claim pursuant to Fed. R. Evid. R. 408.

Mr. Gonzalez will dismiss all of his claims, sign a release in the form substantially similar to the one attached hereto and dismiss with prejudice all pending claims if Defendant will provide a check in the amount of \$25,000.00. This offer will remain open until October 18, 2012 at 8:00 a.m. at which time it will automatically expire.

Sincerely,



Anna H. Paiewonsky

cc: Manuel Gonzalez

**CONFIDENTIAL SETTLEMENT AGREEMENT  
AND RELEASE**

**THIS SETTLEMENT AGREEMENT AND RELEASE** is entered into this 15th day of October, 2012, by and between **Manuel Gonzalez Rodriguez** of St. Thomas, Virgin Islands, (hereinafter referred to as "Releasor"), and, **Island Grounds, Inc, LSJ, LLC and LSJ Employees, LLC** through its President/Member, (hereinafter referred to as "Releasee").

**WHEREAS, Releasor's** position as Mechanic for Releasee has been eliminated effective October 15, 2012 due to economic conditions which have forced the Releasee to downsize. Releasor has been employed with Releasee for approximately 4 years; and,

**WHEREAS,** the parties to this Agreement desire to resolve and settle all aspects of the employment relationship between Releasor and Releasee arising out of or could have arisen out of these matters: and,

**WHEREAS,** the parties hereto desire that the terms, conditions, and negotiations involved in the resolution and settlement of the matters in controversy forever remain confidential and that absolutely no publicity or discussion be accorded the terms and conditions of this Agreement; and,

**WHEREAS,** the confidentiality of the terms, conditions, and negotiations of the resolution of this matter and this Agreement are deemed by the parties to be of the essence of this Agreement;

**NOW THEREFORE,** the parties hereto, in consideration of the premises set forth above and the mutual agreements and covenants hereinafter set forth, agree and consent as follows:

**Release of All Claims**

1. The Releasor hereby releases any and all civil actions or claims for damages, wrongful discharge, unemployment through the date of this release or workman's compensation he may have against Releasee arising from any matter involving his employment and termination from Releasee, and in consideration of the payment by Releasee called for under Section 2, hereof, Releasor for himself and for his predecessors, successors, legal representatives and assigns, knowingly agrees to release and forever discharge Releasee and its predecessors, successors, legal representatives and assigns from all liability with respect to such matters and from all claims and causes of action based in any manner on the employment relationship between the parties as described above.

The parties hereby agree to perform all acts and to execute all documents necessary to give full force and effect to the terms and intent of this Agreement. To that end, each party hereby irrevocably authorizes and directs that they will execute whatever documents are necessary to accomplish the intent of the parties hereto.

## **Settlement Terms**

2. In settlement of any legal issues and/or disputes associated with Releasor's employment as described above, Releasee agrees to publically retract the allegations contained in the May 4, 2012 termination letter, absolve Releasor of any and all wrongdoing and pay Releasor, upon execution of this Release, a total of Twenty-Five Thousand Dollars (\$25,000.00).

### **Compromise of Disputed Claim**

3. This Agreement is made in compromise of disputed claims between the parties and is intended to extinguish all rights and liability of the parties concerning any such claims. This Agreement is not to be construed as an admission of liability by Releasee.

Releasor hereby acknowledges and agrees that this agreement constitutes a general release of all claims he has or might have against the Releasee, and Releasor further expressly waives and assumes the risk of any and all claims for damages which exist as of this date, even if the existence of those claims is not actually known or suspected by Releasor, whether because of ignorance, oversight, error, negligence, or otherwise, and of those claims which, if known, would materially affect his decision to enter into this Agreement.

### **Waiver of Causes of Action**

4. Releasor specifically recognizes that he is hereby discharging all of Releasee's obligations arising from the above-mentioned employment relationship with the execution of this Agreement. Thereafter, Releasor shall never assert any claim or provide any testimony whatsoever arising from, pertaining to or based on the matters herein described.

In addition, neither Party shall ever speak negatively about the other, Releasee's employees, managers, officers, owners or members or take any actions that could adversely impact the Releasee, its image, employees, officers or members.

Releasor warrants and represents that no other persons or entities have or have had any interest in the claims, demands, allegations, or causes of action referred to in this Agreement except as specifically set forth herein, and that Releasor has the sole right and exclusive authority to execute this Agreement; and, Releasor warrants and represents that he has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims, demands, obligations, or causes of action referred to in this Agreement.

### **Confidentiality**

5. Releasor agrees that all settlements and negotiations, the terms and condition under which the parties have settled these disputes, the amount paid by or on behalf of Releasee, and the terms and conditions of this Agreement (except those of this confidentiality paragraph itself) shall remain absolutely confidential. Releasor agrees and covenants not to make known, discuss, or in any manner to disclose to any person or entity the terms and conditions of settlement or of this Agreement other than to state that, "The matter has been settled and the terms of the settlement are confidential." Provided, however, that this provision shall not be construed so as to prohibit the disclosure of financial information by Releasor to the Government or his accountant.

**Basis for Release**

6. The consideration stated herein is contractual and not a mere recital. Releasor executed and delivered this Release after being fully informed of its terms, contents and effect. Releasor has had the benefit of advice from counsel of his own choosing, and no compromise or representation of any kind other than those contained herein has been made to Releasor or anyone acting on behalf of Releasor. Releasor understands that this is a full, complete and final release, and that no money shall be paid to Releasor as a result of the dispute or settlement described herein other than as specifically set forth herein.

**Entire Agreement**

7. This Agreement constitutes the entire agreement between the parties in the pending lawsuit described above, and shall be binding upon and inure to the benefit of the officers, agents, representatives, attorneys, successors, and assigns of each party.

Releasor acknowledges that he has read this Agreement, that he understands its terms, that he executed it voluntarily with full knowledge of its contents and significance, and that no compromise or representation of any kind other than that contained herein has been made to him by Releasee or any one acting on behalf of the Releasee. Releasor further acknowledges that this Agreement is executed freely, without duress or coercion on the part of the Releasor, agents, or representatives. Releasor represents that he has had an opportunity to discuss this Agreement with an attorney of his choosing before signing it.

**IN WITNESS WHEREOF**, the Releasor, Manuel Gonzalez Rodriguez, has executed this Agreement at St. Thomas, U.S. Virgin Islands, on this \_\_\_ day of October, 2012.

By: \_\_\_\_\_  
Manuel Gonzalez Rodriguez, Releasor

By: \_\_\_\_\_  
\_\_\_\_\_, President of  
Island Grounds, Inc., Releasee

By: \_\_\_\_\_  
\_\_\_\_\_, Member of  
LSJ, LLC, Releasee

By: \_\_\_\_\_  
\_\_\_\_\_, Member of  
LSJ, Employees LLC, Releasee