

PAIEWONSKY LAW FIRM, PLLC

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Toll Free Telephone Number: [REDACTED]
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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.

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