

**SETTLEMENT AND
VOLUNTARY RESIGNATION AGREEMENT**

THIS SETTLEMENT AND VOLUNTARY RESIGNATION AGREEMENT ("Agreement") is made and entered into this 19th day of January, 2024 ("Effective Date") by and between: **CONESTOGA TOWNSHIP, LANCASTER COUNTY, PENNSYLVANIA** ("Township"), a municipal corporation and township of the second class operating under the Second Class Township Code, 53 P.S. § 65101, *et seq.*, having a mailing address of 3959 Main St., Conestoga, PA 17516; and **BRANDI TOMASETTI** ("Mrs. Tomasetti"), an adult citizen of the Commonwealth of Pennsylvania. "Township" includes as intended beneficiaries the Township, its officials, appointees, employees, agents, servants, contractors, attorneys, other professional consultants, successors, and assigns, in their individual, elected and/or appointed capacities, during the Employment Period as hereinafter defined; whereas, "Mrs. Tomasetti" includes as intended beneficiaries herself, her heirs, executors, administrators, agents, and attorneys, in their individual, elected and/or appointed capacities, during the Employment Period as hereinafter defined. The Township and Mrs. Tomasetti are hereinafter collectively referenced as the "Parties," and individually as a "Party."

Background

Mrs. Tomasetti has been an at-will, full-time employee of the Township since January 4, 2023 until the Effective Date ("Employment Period") serving as the Township's secretary and treasurer.

Mrs. Tomasetti recently made workplace/employment harassment and retaliation allegations against Mr. John Berry, a supervisor on the Township's Board of Supervisors, spanning the Employment Period (collectively, the "Allegations").

The Township denies any wrongdoing related to the Allegations, and has alleged that Mrs. Tomasetti is insubordinate, which she denies.

In lieu of litigation, the Parties hereby agree to following terms, conditions, and covenants.

NOW, THEREFORE, AND INTENDING TO BE LEGALLY BOUND HEREBY, and in consideration of the mutual terms, conditions, and covenants herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Background.** The Parties hereby certify, acknowledge and agree that the Background sections set forth above are accurate and constitute an integral part of this Agreement, and thus incorporate them herein by reference thereto.
2. **Resignation.** Contemporaneous with her execution of this Agreement, Mrs. Tomasetti shall submit a written or typed letter resigning as an employee of the Township on or before the Effective Date of this Agreement, which is effective immediately without any further action of either Party ("Resignation"). Mrs. Tomasetti shall print her name, sign, and date the Resignation.

3. Return of Property. Mrs. Tomasetti shall return to the Township any and all personal property of the Township in her possession, including but not limited to keys, as well as any and all password to computers, programs, bank accounts, etc. (collectively, the "Township Personal Property"). Notwithstanding the foregoing, Mrs. Tomasetti may retain her Township issued cellphone for personal ownership and use but only if she temporarily surrenders possession of said cellphone before or contemporaneous with the Township's receipt of the Resignation so that the Township may restore said cellphone to factory settings and remove said cellphone from cellular service under its wireless plan.

4. Settlement Payment. The Township shall pay a total sum of Forty-Five Thousand Dollars (\$45,000.00) in consideration for all of the other terms, conditions, and covenants in this Agreement. The Settlement Payment shall be issued via two Township checks upon receipt of the Resignation and all of the Township Personal Property in Mrs. Tomasetti's possession ("Settlement Payment"). The first Township check shall be in the sum of Thirteen Thousand Five Hundred Dollars (\$13,500.00) ("Attorney's Fees") payable to Hennessy Law PC, 101 Lindenwood Dr., Ste. 225, Malvern, PA 19355 ("Counsel"), who is Mrs. Tomasetti's attorney, for payment of the Attorney's Fees. The second Township check shall be in the remaining sum of Thirty-One Thousand Five Hundred (\$31,500.00), which is the Settlement Payment minus the Attorney's Fees, payable to Brandi Tomasetti. Contemporaneous with Mrs. Tomasetti's execution of this Agreement, the Township shall mail the checks for the Settlement Payment via USPS Certified Mail, return receipt requested, postage prepaid, to Counsel, who shall hold them in escrow until the Township executes this Agreement and confirms with Counsel in writing that Mrs. Tomasetti has fully complied with and satisfied the obligations of Section 3 herein.

5. No Contact. Upon receipt of the Settlement Payment, Mrs. Tomasetti shall neither communicate or attempt to communicate with the Township, nor visit or attempt to visit the Township's municipal office.

6. Neutral References. If the Township is contacted by any third-party concerning Mrs. Tomasetti then the Township agrees to provide a neutral reference limited to confirming her Employment Period, job title, duties, responsibilities, and functions.

7. Future Employment. Mrs. Tomasetti shall not apply for or seek employment and/or re-employment with the Township in any role or capacity whatsoever for a period of eight (8) years.

8. Release of Claims. The Parties hereby remise, release, and forever discharge each other and all persons acting by, through, for or in concert with any of them, of and from any and all complaints, claims, causes of action, suits, damages, liabilities, obligations, contracts, promises, representations, agreements, actions, rights, losses, debts, judgments, trespasses, demands, covenants, fees (including attorneys' fees), costs, and expenses, including claims which the Parties have now, have ever had, or hereafter may have against each other arising from, related to, or concerning the employment of Mrs. Tomasetti during the Employment Period, including but not limited to Allegations (collectively, the "Released Claims"). The Released Claims include liability of every kind, civil and criminal, legal and equitable, known and unknown, foreseen and unforeseen, founded or unfounded; provided, however, that such Released Claims do not include any misappropriation, defalcation, theft or embezzlement of Township funds by Mrs. Tomasetti, which discovery thereof would constitute a Default of this Agreement as hereinafter defined.

9. No Suits. The Parties and all persons or entities acting by, through, for or in concert with any of them, hereto hereby covenant, promise, and agree that they will not file or permit to be filed in any of their names or on any of their behalf, any lawsuit in any court against the other Party or any other person or entities released in this Agreement, based upon any act or event arising from, related to, or concerning the Employment Period, including but not limited to the Allegations. Each Party agrees and covenants not to file, initiate, join or testify in any lawsuit or administrative action (either individually, with others, or as part of a class) arising from, related to, or concerning the Employment Period, including but not limited to the Allegations. If a Party does so and the action is found to be barred in whole or in part by this Agreement then that Party agrees to pay the attorneys' fees, costs, and expenses incurred by any other Party in defending against those claims that are found to be barred by this Agreement. If a Party files an administrative action arising from, relating to or concerning the Allegations then that Party shall not be entitled to and forbears any and all relief available, including but not limited to monetary damages, equitable relief and reinstatement, and agrees that she will not accept any award or settlement from any source or proceeding, including but not limited to those brought by any person or governmental agency. Nothing in this Agreement prevents the Parties from enforcing the terms, provisions, conditions and covenants contained herein.

10. Confidentiality; Non-Disparagement. The Parties hereby certify, agree and acknowledge that the circumstances surrounding and leading up to this Agreement, including but not limited to the specific nature of the Allegations, are strictly confidential and shall not be voluntarily disclosed to or discussed with any third party, whether orally, in writing, on social media, or by any other means of communication whatsoever. The Parties further certify, agree and acknowledge that they will make no defamatory comments, remarks, observations, or statements regarding the other, whether oral, in writing on social media, or by any other means of communication whatsoever. This provision does not affect any legal rights the Parties have to make statements or disclosures consistent with any applicable federal, state or local law, rule or regulation in effect at the time of execution of this Agreement, and Mrs. Tomasetti may disclose the terms of this Agreement on a confidential basis to her accountant or tax planner, her attorneys, and her family. The Township may disclose this Agreement to its attorneys or as required by any federal, state, local law, rule or regulation. Nothing in this agreement shall affect the right of a Party to testify truthfully in response to being called as a witness but only if and when directed by subpoena of a court or government agency having jurisdiction.

11. No Admission. The Parties agree that this Agreement is not and shall not be construed as an admission by any Party of any criminal or civil liability of any kind whatsoever.

12. Default; Remedies. A breach of any term, provision, condition or covenant in this Agreement by Mrs. Tomasetti, as established through a court action, constitutes a material breach ("Default"), which shall require Mrs. Tomasetti to refund the Settlement Payment to the Township, and allow the Township to, in its sole discretion, exercise any and all other rights, powers, privileges and/or remedies as may be now or hereafter available to it at law or in equity, which shall not be exclusive, but cumulative and in addition to any and all such other rights, powers, privileges and/or remedies.

13. Advice of Counsel and Construction. Each Party hereby certifies, acknowledges, and agrees that each of them has been afforded an opportunity to retain counsel and have said counsel review this Agreement on their behalf. The Parties understand said Agreement's contents

are legally binding nature, and that they have read this Agreement, and are signing the same voluntarily and by their own free will.

14. Miscellaneous.

(a) Waiver. Neither the failure nor any delay on the part of the Township to exercise any right, remedy, power or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective against the Township unless it is in writing signed by a duly authorized representative of the Township.

(b) Assignment; Delegation. The Parties shall not assign or delegate any of their rights, powers, privileges, duties, obligations or liabilities hereunder without the prior written consent of the Township. Any such assignment or delegation, without such prior written consent, shall be void.

(c) Cumulative Rights and Remedies. Any and all rights, powers, privileges and/or remedies granted or accruing to the Township under or pursuant to this Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges, and/or remedies as may be now or hereafter available to the Township at law or in equity.

(d) Headings. The captions or headings preceding the text of the sections and subsections of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

(e) Severability. If any provision, clause, or sentence within this Agreement is held to be invalid or unenforceable then this Agreement shall be null, void, and legally ineffective, and Mrs. Tomasetti shall immediately to return the full amount of the Settlement Payment to the Township.

(f) Parties Bound. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, representatives, successors and, where permitted, assigns.

(g) Entire Agreement; Amendment. This Agreement constitutes the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersede all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.

(h) Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which when executed by the Parties shall be considered to be an original.

(i) Governing Law; Jurisdiction. This Agreement shall be deemed to be made under and shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its principles of conflicts of law. Each of the Parties hereto irrevocably and unconditionally: (i) agrees that any suit arising out of this Agreement shall be brought and adjudicated in the Court of Common Pleas of Lancaster County, Pennsylvania; (ii.) submits to the exclusive jurisdiction of the said Court of Common Pleas for the purpose of any such suit; and (iii.) waives and agrees not to assert by way of motion, as a defense or otherwise in any such suit, any claim that such party is not subject to the jurisdiction of the said Court of Common Pleas, that such suit is brought in an inconvenient forum or that the venue of such suit is improper.

[REMAINDER OF SPACE INTENTIONALLY LEFT BLANK
WITH SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the Parties hereto have caused this Agreement to be duly executed the day and year first above written.

CONESTOGA TOWNSHIP,
LANCASTER COUNTY, PENNSYLVANIA

By: 
Name: JOE DEVORA
Title: Township Supervisor

Attest: 
Name: Matthew Connelly
Title: Township Supervisor

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the Parties hereto have caused this Agreement to be duly executed the day and year first above written.

Brandi Tomasetti

Brandi Tomasetti

eSignature Details

Signer ID:	Cd2VMZVohFcv4TAhmjrhbagL
Signed by:	Brandi Tomasetti
Sent to email:	brandialexistomasetti@gmail.com
IP Address:	73.64.4.171
Signed at:	Jan 17 2024, 4:17 pm EST