

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement (“Agreement”) is made and entered into by and between PACIFIC MARITIME ASSOCIATION (“PMA”) and JIM TESSIER (“Tessier”) to resolve all claims and disputes which now exist or may have existed between them arising out of an incident between Karey Martinez and Greg Anthony occurring on August 7, 2017 at the ILWU Local 19 dispatch hall, located at 3440 E. Marginal Way, Seattle, WA (the “Incident”), including his claims that are the subject of a charge he filed with the National Labor Relations Board in Case No. 19-CA-204276 (the “NLRB Charge”).

WHEREAS, PMA and Tessier desire to resolve any and all disputes that Tessier has against PMA relating to the Incident.

NOW, THEREFORE, PMA and Tessier agree as follows:

1. Effective Date: This Agreement shall not become effective or enforceable until (a) both parties have signed this Agreement, and (b) the Regional Director for Region 19 of the NLRB approves Tessier’s request to withdraw the NLRB charge.

2. No Claims: Tessier represents and agrees that other than the NLRB Charge, he has not filed any notices, complaints, claims, charges, or lawsuits of any kind whatsoever against PMA relating to the Incident with any court, any governmental agency, or any other regulatory body.

3. Non-admission of Liability: This Agreement and the fact that it was offered shall not in any way be construed as an admission by PMA that PMA violated any federal, state, or local law, statute or regulation, that PMA acted wrongfully with respect any person, or that the dispatchers at the Local 19 dispatch hall are agents of PMA.

4. Consideration: As a full and final settlement of Tessier’s claims against PMA relating to the Incident, and in exchange for the promises made by Tessier as contained in this Agreement, within seven days following the Effective Date of this Agreement, PMA shall post the Employee Rights Notice Posting (“ERNP”) attached hereto as Exhibit 1, in the reception area of PMA’s Seattle Office located at 301 W Republican Street, Seattle, WA. PMA will keep the ERNP posted for 60 consecutive days after the initial posting.

5. Withdrawal of the Charge: In exchange for the consideration listed above in Paragraph 4 of this Agreement, Tessier agrees to voluntarily request withdrawal of the NLRB Charge in writing and to sign all documents necessary to accomplish a dismissal of the NLRB Charge within three business days of signing this Agreement. The parties agree this Agreement will not become effective, and PMA will not post the ERNP as described in Paragraph 4, unless and until the Regional Director for Region 19 approves Tessier’s request to withdraw the NLRB Charge.

6. Non-Disparagement: It is expressly understood and agreed that neither Party to this Agreement will make statements about the settlement of this matter or this Agreement that are inconsistent with the terms of this Agreement.

7. Governing Law: This Agreement shall be interpreted, enforced and governed

under the law of the State of Washington.

8. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, contracts, and understandings between the parties.

IN WITNESS WHEREOF, PMA and Tessier have signed and executed this Agreement on the dates indicated below and agree to be bound by its terms,

JIM TESSIER

PACIFIC MARITIME ASSOCIATION

By: _____

Title: _____

Dated: _____, 2018

Dated: _____, 2018