

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

GERALD E. GROFF,

Plaintiff,

v.

DOUG TULINO, ACTING POSTMASTER
GENERAL, UNITED STATES POSTAL
SERVICE,*

Defendant.

Case No. 19-cv-1879

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

Plaintiff Gerald E. Groff and Defendant Doug Tulino, Acting Postmaster General, United States Postal Service (“USPS”), hereby agree and stipulate as follows:

1. Groff has asserted a claim against USPS based on his former employment by USPS in the above-captioned case. The parties wish to avoid further litigation and controversy and to settle and compromise fully any and all claims and issues that have been raised, or could have been raised, arising from Groff’s employment with USPS between April 7, 2012 and January 18, 2019.

2. USPS agrees to pay Groff a total sum of \$1,000,000.00 (one million dollars and zero cents) (the “Settlement Amount”) payable as follows:

a. the sum of \$300,000.00 (three hundred thousand dollars and zero cents), representing payment for alleged non-wage-based compensatory damages. This check will be made payable to Groff and mailed to Groff’s counsel:

* Automatically substituted by operation of Federal Rule of Civil Procedure 25(d).

Joel Ready, Cornerstone Law Firm, 8500 Allentown Pike Suite 3, Blandon, PA 19510. USPS will not withhold any taxes for this payment and will report this payment to the Internal Revenue Service as required by law on a Form 1099-MISC.

b. the sum of \$100,000 (one hundred thousand dollars and zero cents), representing payment for alleged lost wages. This check will be made payable to Groff and mailed to Groff's counsel: Joel Ready, Cornerstone Law Firm, 8500 Allentown Pike Suite 3, Blandon, PA 19510. USPS will withhold all usual and customary income taxes and other withholdings for this payment and will report this payment to the Internal Revenue Service as required by law on a Form W-2. USPS will pay the employer portion of the FICA taxes and withhold the employee portion.

c. the sum of \$600,000 (six hundred thousand dollars and zero cents), representing payment for alleged attorneys' fees and costs. This check will be made payable to Cornerstone Law Firm and mailed to Groff's counsel: Joel Ready, Cornerstone Law Firm, 8500 Allentown Pike Suite 3, Blandon, PA 19510. USPS will not withhold any taxes for this payment and will report this payment to the Internal Revenue Service as required by law on a Form 1099-MISC.

The Settlement Amount represents the entire monetary amount due to Groff, including attorneys' fees and costs, and no interest shall accrue on the Settlement Amount. USPS agrees that it will make all reasonable efforts to issue the three Settlement Amount checks within 60 days from the effective date of this Agreement.

3. This Agreement is not and shall not be construed as an admission by USPS that it has acted wrongfully with respect to Groff or that there was any liability or

wrongdoing on the part of USPS with respect to Groff, and USPS specifically disclaims any liability to or wrongful acts against Groff on the part of USPS, its officers, agents, and employees. It is understood and agreed that each party shall bear its own costs, attorneys' fees, and other expenses except as otherwise set forth above; that no party is considered a prevailing party; and that USPS is not required to pay for any legal fees, costs, damages, or other expenses of Groff other than the Settlement Amount.

4. Groff for himself, his heirs, and personal representatives, fully and forever releases, acquits and discharges the United States of America and USPS, and its components, agents, employees, and former employees, both in their official or individual capacities, from any and all claims, demands, and causes of action of every kind, nature, or description, whether known or unknown, that Groff may have had, may now have, or may hereafter discover arising out of or in connection with any event occurring before the effective date of this Agreement and arising from Groff's employment with USPS between April 7, 2012 and January 18, 2019. This release includes any and all claims, demands, rights, and causes of action that Groff may have, of whatever kind and nature, whether formal or informal, including but not limited to claims of discrimination, unequal pay, prohibited personnel practices, retaliation, hostile work environment, and for attorneys' fees, costs, back pay, front pay, benefits, compensatory damages, consequential damages, lost future opportunity, liquidated damages, and damages of any other kind that Groff may have or may hereafter acquire or discover against the United States or any of its agencies related to Groff's employment with USPS between April 7, 2012 and January 18, 2019.

In connection with this waiver and release, Groff acknowledges that he is aware that he may hereafter discover claims presently unknown or unsuspected, or facts in

addition to or different from those which he now knows, with respect to the matters released herein. Nevertheless, it is Groff's intention through this Agreement to settle and release all such matters, and all claims relative thereto, which heretofore have existed, now exist, or hereafter may exist between Groff and the United States of America, USPS, or its components, agents, employees, and former employees, both in their official and individual capacities, arising in connection with Groff's employment with USPS between April 7, 2012 and January 18, 2019 and which are based upon instances, occurrences, or actions taking place before the execution of this Agreement. This release shall include, but shall not be limited to, the claims brought by Groff in the above-captioned case as well as any claims arising out of administrative proceedings.

5. Groff agrees that he has not relied on any advice or representations from USPS or its attorneys about the tax consequences of payment of the Settlement Amount. Groff further understands and agrees that, as specified in paragraph 2, no taxes are being withheld from some of the payments made pursuant to this Agreement; Groff takes full responsibility for payment of any and all taxes other than those taxes withheld by USPS as specified in paragraph 2; and, except for the employer portion of the FICA taxes, Groff will indemnify and hold harmless USPS if it is assessed with any tax-related fines or penalties relating to payment of the Settlement Amount.

Groff is further responsible for payment of any liens or charges against the Settlement Amount, including but not limited to any payments for medical services, workers' compensation liens, Medicare, Medicaid, or any other liens of any type, including liens offset through the Treasury Offset Program, 31 U.S.C. § 3716.

6. Groff, who is over 40 years of age, acknowledges that, to ensure compliance with the requirements of the Older Workers Benefit Protection Act (“OWBPA”), 29 U.S.C. § 626(f), he:

a. Has read and fully understands all of the terms and conditions of this Agreement;

b. Waives any claims that he could have raised under the Age Discrimination in Employment Act (“ADEA”), as well as all other outstanding or potential complaints, grievances, appeals, or the like not otherwise identified herein arising from matters related to his employment with USPS or his work for USPS between April 7, 2012 and January 18, 2019;

c. Understands that this waiver is a part of this Agreement;

d. Does not waive any rights or claims under the ADEA that may arise from matters occurring after the effective date of this Agreement;

e. Is waiving rights or claims in exchange for valuable consideration in addition to anything of value to which he is already entitled;

f. Has consulted his attorneys in the above-captioned case before executing this Agreement and has examined and understands the provisions of 29 U.S.C. § 626(f)(1)(A)-(E), which are fully met and satisfied in connection with this Agreement;

g. Has been offered a reasonable amount of time and opportunity—at least twenty-one (21) days—to read and consider all of the provisions of this Agreement relating to his potential ADEA claims and to consult with his attorneys about them;

h. Voluntarily enters into and signs this Agreement; and

i. Has been given a period of seven (7) days after the execution of this Agreement to revoke it as to the ADEA waiver only via writing delivered to counsel for USPS, Gregory B. in den Berken (gregory.indenberken@usdoj.gov), and this Agreement shall not become effective and enforceable with respect to the ADEA waiver until this revocation period has expired.

Groff understands that, under 29 C.F.R. § 1625.22(e)(6), he may sign this Agreement before the end of the 21-day period specified in subparagraph (g) above, so long as his decision to accept a shortening of the period is knowing and voluntary and not induced by USPS through fraud, misrepresentation, or a threat to withdraw or alter the terms of this Agreement, and that should he knowingly and voluntarily choose to shorten the 21-day period, the mandatory 7-day revocation period specified in subparagraph (i) above will start to run on the date that he signs this Agreement.

7. Groff represents and warrants that he is the sole and lawful owner of all rights, title, and interests in and to every claim and other matter which he purports to release herein, and that he has not assigned or transferred, or purported or attempted to assign or transfer any claims or other matters herein released. Groff shall indemnify the United States of America and USPS, and any of their departments, components, and current or former employees, both in their official and individual capacities, against, and defend and hold harmless from, any claims arising out of or relating to any such assignment or transfer of claims released herein.

8. Groff agrees to have his counsel execute the attached Stipulation of Dismissal with Prejudice under Federal Rule of Civil Procedure 41(a)(1)(A)(ii) and provide it to USPS's counsel after Groff's counsel receives the three Settlement Amount checks described in paragraph 2. USPS agrees that its counsel will execute the

Stipulation of Dismissal and file it with the Court in the above-captioned case no sooner than 10 calendar days after the effective date of this Agreement.

9. This Agreement contains the entire agreement between the parties, and Groff acknowledges and agrees that no promise or representation not contained in this Agreement has been made to him, and he acknowledges and represents that this Agreement contains the entire understanding between the parties, and contains all terms and conditions pertaining to the compromise and settlement of the disputes referenced herein. No statement, remark, agreement, or understanding, oral or written, that is not contained in this Agreement shall be recognized or enforced, and this Agreement does not reflect any agreed-upon purpose other than the desire of the parties to reach a full and final conclusion of the dispute between them without further time and expense.

10. This Agreement cannot be modified or amended, nor can any provision of this Agreement be waived, except by written agreement signed by all parties and specifically referring to this Agreement.

11. This Agreement shall be binding upon and inure to the benefit of Groff and USPS and their respective heirs, executors, successors, assigns, and personal representatives, including any person, entity, department, or agency succeeding to the interests or obligations of any party hereto, or having an interest herein.

12. The provisions of this Agreement are severable, and any invalidity or unenforceability of any one or more of this Agreement's provisions shall not affect the validity or enforceability of the other provisions, so long as USPS's obligation to pay the Settlement Amount is satisfied.

13. Groff acknowledges that he has discussed this Agreement with his undersigned counsel and that his counsel has explained this Agreement's terms and conditions to him. Groff further acknowledges that he has read this Agreement, understands its contents and terms and conditions, and that he executes this Agreement of his own free act and deed.

14. The persons signing this Agreement warrant and represent that they are fully authorized to enter into this Agreement.

15. This Agreement has been jointly drafted by the parties and the parties agree that no rule of construction by which ambiguities are to be resolved against the drafting party shall apply to this Agreement.

16. This Agreement does not establish any precedent and cannot be used by any person to justify similar terms or conditions in any other agreement.

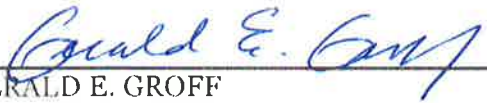
17. This Agreement may be executed separately in counterparts, electronic or physical, and all such counterparts and signature pages together shall be deemed one document.

18. The parties agree that if a dispute arises about the implementation of this Agreement, the party alleging a breach or violation of the Agreement will notify the other party's undersigned counsel in a writing that provides sufficient information about the nature of the alleged breach or violation, and will allow thirty (30) days for the party to cure or otherwise address the alleged breach or violation. It is the intent of this paragraph to allow the parties a reasonable time to correct any real or perceived difficulty arising from the implementation of this Agreement before taking any further action.

19. This Agreement is effective as of the date of signature of the last signatory.

SO AGREED:

Date: 5/13/2025


GERALD E. GROFF
Plaintiff

Date: 5/14/2025


JOEL AARON READY
CORNERSTONE LAW FIRM
Counsel for Plaintiff

DAVID METCALF
United States Attorney

Date:

GREGORY B. DAVID
Assistant United States Attorney
Chief, Civil Division

Date:

GREGORY B. IN DEN BERKEN
FERNANDO I. RIVERA
Assistant United States Attorney
Counsel for Defendant

Attachment 1—Stipulation of Dismissal

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Defendant.

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STIPULATION OF DISMISSAL WITH PREJUDICE

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), the parties hereby stipulate to dismissal of this case with prejudice.

Dated: _____, 2025

Respectfully submitted,

/s/
Joel Aaron Ready
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/s/
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* Automatically substituted by operation of Federal Rule of Civil Procedure 25(d).

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