

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Settlement Agreement") is made and entered into between North Judson Town Marshal John Ramos ("Marshal Ramos"), on the one hand, and the Town of North Judson, Indiana, on the other hand. Marshal Ramos and the Town of North Judson, Indiana, (with the North Judson Town Council acting on behalf of themselves, the Clerk/ Treasurer, and Police Department, hereinafter referred to as "Town") are sometimes collectively referred to herein as "Parties" or individually as "Party".

RECITALS

This Settlement Agreement is entered into with reference to the following facts:

A. Marshal Ramos has been employed as a full time career police officer with the Town of North Judson, Indiana Police Department and the Town of North Judson has attempted to end Marshal Ramos's employment on various grounds with disciplinary charges pending before the North Judson Town Council, acting as the Public Safety Board for the Town with a public hearing presently set for June 8, 2017.

B. Various disputes have arisen regarding the status of Marshal Ramos's employment as a full time career police officer with the Town of North Judson. While the Town asserts the validity of the filed disciplinary charges against Marshal Ramos, and Marshal Ramos challenges the validity of said disciplinary charges and has appealed these asking for a public hearing, the Parties each desire to reach full and final settlement of all matters arising from Marshal Ramos's employment and have agreed to the settlement described below.

SETTLEMENT AGREEMENT

1. Effective Date. The "Effective Date" of this Settlement Agreement shall be the first date it has been signed by all Parties hereto.

2. Marshal Ramos will file no later than Wednesday, May 31, 2017 with the Town Clerk/ Treasurer, his voluntary resignation as Marshal and North Judson Police Department employee, effective for May 31, 2017. The Town has agreed to accept said resignation.

3. The Town has agreed to pay Marshal Ramos his current full pay and benefits through and including May 30, 2017.

4. The Town has agreed to withdraw, dismiss, and expunge from Marshal Ramos's employment file all disciplinary charges which were filed against Marshal Ramos that were going to be presented at a public disciplinary hearing set for June 8, 2017.

5. The Town has agreed to provide in response to all future requests about Marshal

Ramos's employment with the Town (including but not limited to all future job reference checks by perspective employers) either verbally or in writing a neutral job reference only stating the following: Marshal Ramos's dates of employment, positions held, last salary obtained, and the date he resigned (May 31, 2017), with no reference at all to any disciplinary charges herein or the underlying alleged facts for each.

6. The Town has agreed not to oppose any unemployment claims that might be filed by Marshal Ramos.

7. The Town has agreed to also provide Marshal Ramos with a lump sum payment equal to two (2) months of severance pay at his normal and current pay rate minus all appropriate taxes deducted.

8. All Parties have agreed to bear the cost of their own attorneys.

9. Releases by Employee Marshal Ramos. Except for the obligations set forth in this Settlement Agreement, Marshal Ramos hereby releases and forever discharges the Town of North Judson, Indiana and its predecessors, successors, departments, officers, elected officials, employees, attorneys, insurers, agents, representatives and assigns, past, present, or future, from any and all claims, losses, liabilities, obligations, suits, debts, liens, contracts, agreements, promises, demands and damages, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, that Marshal Ramos ever had, now has, or hereafter may have, related to or arising out of his employment as a police officer with the Town Police Department.

10. Releases by the Town of North Judson, Indiana. Except for the obligations set forth in this Settlement Agreement, the Town hereby releases and forever discharges Marshal Ramos and his predecessors, successors, attorneys, agents, representations and assigns, past, present, or future, from any and all claims, losses, liabilities, obligations, suits, debts, liens, contracts, agreements, promises, demands and damages, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, that the Town, or any of its officials, representatives, or employees, ever had, now have, or hereafter may have, related to or arising out of Marshal Ramos's employment as a police officer with the Town.

11. Unknown Facts. The Parties acknowledge and agree that they may hereafter discover facts different from or in addition to those they now know or believe to be true in respect to the claims, losses, liabilities, obligations, suits, debts, liens, contracts, agreements, promises, demands and damages released by this Settlement Agreement, and hereby agree that the releases contained herein shall be and remain in effect in all respects as a complete, general release as to the matters released, notwithstanding any such different or additional facts.

12. Interpretation of Agreement. This Settlement Agreement, and each of its provisions, has been reached as the result of negotiations between the Parties and their respective attorneys. Each of the Parties expressly acknowledges and agrees that this Settlement Agreement shall not be deemed to have been prepared by any particular Party or Parties hereto, and that the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting party or parties, shall not be employed in the interpretation of this Settlement Agreement.

13. Governing Law. This Settlement Agreement shall be construed in accordance with, and governed by, the laws of the State of Indiana.

14. Binding Agreement. This Settlement Agreement shall be binding on, and shall inure to the benefit of, each of the Parties and their respective past, present, or future predecessors, successors, agents, representatives, heirs, assigns, and successors in interest.

15. Further Assurances. The Parties agree to execute and deliver any additional papers, documents, and other assurances, and take all acts that are reasonably necessary to carry out the intent of this Settlement Agreement.

16. No Third-Party Beneficiaries. Nothing in this Settlement Agreement shall confer any rights upon any person or entity who is not a party to the Settlement Agreement, nor shall anything in this Settlement Agreement be construed as creating an obligation by the Parties herein, to any non-party to this Settlement Agreement.



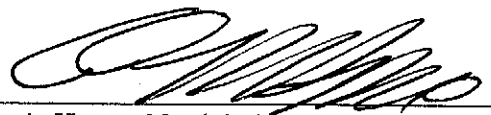
Marshal John Ramos

DATE: May 31, 2017

Charles N. Braun II

Charles N. Braun II
Attorney for Marshal John Ramos

DATE: May 26, 2017



Wendy Hoppe, North Judson Town Council President
on behalf of all Parties associated with
the Town of North Judson, Indiana

DATE: June 5, 2017

Justin A Schramm,
Attorney for the Town of North Judson, Indiana

DATE: _____