

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

ADRIAN MACK, NICHOLAS BROWN)
ARTHUR CUCCHIARO)
BRANDON CROUSE, JOHN HITCHCOCK)
ANGELO CRUDO)

Plaintiffs)

vs.)

TRANSATLANTIC LINES, LLC)
TRANSATLANTIC LINES SHIP)
HOLDINGS, INC, TRANSATLANTIC)
SHIP HOLDINGS II, INC,)
MV TRANSATLANTIC, *in rem* and)
MV GEYSIR *in rem*)

Defendants.)

Civil No: 17-cv-1101(WWE)

**SO ORDERED
SETTLEMENT
AGREEMENT AND
CONSENT TO ENTRY
OF JUDGMENT**

WHEREAS this matter was commenced by the Plaintiffs for recovery of wages incurred in connection with service aboard the identified vessels; and

WHEREAS all wages due and payable for the period of service have since been paid; and

WHEREAS Plaintiffs allege that a penalty should be imposed by virtue of the delay in payment of the wages; and

WHEREAS Defendants dispute that any penalty is due, owing to the fact, *inter alia*, that the delay in payment was not made in bad faith or without sufficient cause and otherwise qualified for the exemption under the applicable wage statute(s) due to the financial constraints under which the company was/has been operating; and

WHEREAS Plaintiffs and Defendants are desirous of avoiding the vagaries of litigation and the costs and expenses that would be incurred in litigating the action further, and in recognition of that have engaged in settlement discussions regarding a resolution of the matter which would provide for an entry of judgment in the total sum of \$100,000.00, prorated among the plaintiffs on an individual basis (with the exception of Angelo Crudo) but without any acknowledgment of liability for a penalty or for any further liability for wages and have agreed on such a resolution that will enable the subject suit to be terminated -- the terms of which appear below:

NOW THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth below, the Parties hereby agree as follows:

1. A judgment on the above referenced settlement can be entered against the two Defendant vessel owners and the vessel operator (*i.e.* TRANSATLANTIC LINES SHIP HOLDINGS, INC, and TRANSATLANTIC SHIP HOLDINGS II, INC., and TRANSATLANTIC LINES LLC) on a joint and several basis, on consent, and in favor of the Plaintiffs (exclusive of Angelo Curdo)¹ in the total collective sum of \$100,000.00. Each individual Plaintiff shall be entitled to recover a maximum of \$20,000 (*i.e.* its pro-rata share of the total judgment), and the Defendants' combined liability to any one plaintiff shall not exceed \$20,000 regardless of the amount paid by any one defendant;

2. The above referenced settlement and consent to an entry of judgment in the sum stated does not constitute an acknowledgment or recognition by the two Defendant vessel owners or any of the Defendants of any liability for wages or any

¹ The plaintiff Angelo Curdo previously settled his claim(s) via a litigation in Florida and is not a party to this settlement and resulting judgment.

penalty, but represents a settlement only without any concession of liability for same, and entry of judgment herein does not constitute a finding of liability for same;

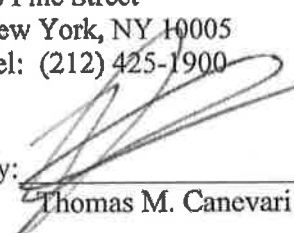
3. The Clerk of the Court is authorized to enter judgment based upon the foregoing and close the case as to all parties with prejudice and without costs or fees as against any party.

The Parties hereby stipulate to entry of this order:

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Dated: March 19, 2018

/s/Warren W. Eginton
Warren W. Eginton
Senior United States District Judge