

UNITED STATES DISTRICT COURT

FOR THE

DISTRICT OF VERMONT

HEATHER GRIMM and )  
CHRISTOPHER GONYEAU, )  
Plaintiffs )

v. )

CASE NO. 5:16-cv-186

TOWN OF GEORGIA, VERMONT,) )  
Defendant )

**OFFER OF JUDGMENT**

To: John L. Franco, Jr., Esquire  
Attorney for Heather Grimm and  
Christopher Gonyeau  
110 Main Street  
Burlington, VT 05401  
[johnfrancolaw@aol.com](mailto:johnfrancolaw@aol.com)

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendant, Town of Georgia, Vermont, hereby offers to allow judgment to be entered against it in this action on the following terms:

1. That a judgment for monetary damages, including, but not limited to, any and all claims of the Plaintiffs for reimbursement of their reasonable costs and attorney's fees as provided by 42 U.S.C. §1988(b) and 21 V.S.A. §232, or otherwise, be entered against Defendant Town of Georgia and in favor of the Plaintiffs, jointly, in the amount of \$60,000.00.

2. That Plaintiffs, Christopher Gonyeau and Heather Grimm, be reinstated as active members of the Georgia Fire Department, with each Plaintiff to receive compensation for back pay, in an amount to be calculated by the Town Administrator,

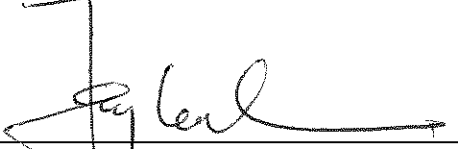
prorated for the period March 1, 2016 to the date of this Offer, with the removal from their personnel files of any and all references to the disciplinary proceeding that formed the basis for the Selectboard's Findings, Conclusions and Decision, dated June 2, 2016 in Re: Fire Department Personnel Matter (Appeal from Discharge Determination). The reinstatement will be conditioned on Plaintiffs Grimm and Gonyeau completing all necessary training requirements pertaining to Georgia Fire Department personnel, generally, within 180 days of acceptance of this Offer and the entry of judgment.

3. That the Confidentiality Agreement approved on or about August 10, 2015 by the Georgia Selectboard and as referenced in the Plaintiffs' Complaint be rescinded upon the acceptance by the Plaintiffs of this Offer and the entry of judgment.

This Offer of Judgment is made for the purposes specified in F.R.C.P. 68, and is not to be construed as either an admission that Defendant Town of Georgia is liable in this action, or that the Plaintiffs, Heather Grimm or Christopher Gonyeau, have suffered any damage. This Offer of Judgment is intended to resolve all of the Plaintiffs' claims in this action, including, without limitation, any and all claims for compensatory damages, statutory damages, attorney's fees, litigation expenses and costs of suit. This Offer of Judgment shall not be filed with the Court unless it is accepted in the manner prescribed in F.R.C.P. 68.

CARROLL, BOE & PELL, P.C.

BY:

  
James F. Carroll, Esquire  
Attorneys for Town of Georgia

January 10, 2017  
Date