

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (this "Agreement") is entered into as of April 16, 2024, by and between the Rhode Island Public Transit Authority ("Employer") and Scott Avedisian ("Employee").

WHEREAS, Employer and Employee entered into that certain Executive Employment Agreement ("Employment Agreement") dated as of May 21, 2018, as amended from time to time;

WHEREAS, on April 11, 2024, Employee submitted a letter of resignation to the Governor of the State of Rhode Island and the Employer's Board of Directors ("Board"), which, among other things, indicated Employee's intent to resign from his position as Chief Executive Officer of Employer and requested that the Board terminate the Employment Agreement;

WHEREAS, The Board has voted to accept Employee's resignation upon the terms set forth herein; and

WHEREAS, the parties desire to enter into this Agreement regarding the terms of separation of Employee's employment with Employer.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **Last Day of Employment.** Employee's acknowledges and agrees that his last day of employment with Employer is April 16, 2024 ("Termination Date"), and the Employee shall have relinquished as of that date any and all positions that the Employee has held with the Employer, including that of Chief Executive Officer. The Employee shall not be considered an employee of Employer for any purposes after the Termination Date.

2. **Termination Payment.** After the expiration of the revocation period referred to in Paragraph 12 below, provided that Employee (1) has not revoked this Agreement; (2) fulfilled all its obligations to Employer provided in this Agreement; and (3) properly executes and complies with the terms of this Agreement, Employer will pay Employee a sum equal to Sixty Seven Thousand Eight Hundred Twenty-Three and 77/100 Dollars (\$67,823.73) (the "Termination Payment"), which includes Forty Five Thousand Four Hundred Forty-Eight and 91/100 Dollars (\$45,448.91) in the Employee's gross weekly wages for thirteen weeks plus Twenty Two Thousand Three Hundred Seventy-Four and 86/100 Dollars (\$22,374.86) in vacation time that the Employee has accrued ("Vacation Payout"). Such Termination Payment shall be paid in thirteen equal consecutive, weekly installments, each in the amount of Five Thousand Two Hundred Seventeen and 21/100 Dollars (\$5,217.21), beginning on April 25, 2024, and continuing on the same day of each week thereafter. The Termination Payment shall not be subject to any withholdings by the Employer, and Employee shall be solely responsible for any and all tax liabilities and filings relating to the Termination Payment, and acknowledges that Employer has made no representations as to taxability of any payments made or to be made to Employee, and Employee agrees that Employee has not relied on any such representations by Employer. Except for the payments set forth in this paragraph, Employee agrees and acknowledges that he shall not

be entitled to any benefits or payments and shall not accrue any payments or benefits after the Employee's Termination Date. The Employee expressly acknowledges and agrees that Employee is not entitled to and will not receive any additional compensation, payments or benefits of any kind from the Employer, and that no representations or promises to the contrary have been made. Employee acknowledges and waives any right for the Vacation Payout or any other payment under this Agreement to be paid immediately in accordance with R.I. Gen. Laws § 28-14-4, and represents and agrees that he has requested that Employer pay the Vacation Payout and all other payments according to this paragraph.

3. **General Release of Claims Against Employer.**

(a) Employee knowingly and voluntarily releases and forever discharges the Employer and the Releasees (as that term is defined in subparagraph 3(b) below), of and from any and all claims, known and unknown, that Employee and/or Employee's heirs, executors, administrators, beneficiaries, trustees, successors, assigns, and legal representatives ever had, now have or may have, from the beginning of time through the Termination Date, against the Employer and the Releasees, or any of them, including, without limitation, any and all rights and claims arising out of or relating to employment or the Employment Agreement, compensation and benefits with the Employer, the Employer's termination of the Employment Agreement, and the termination of employment with the Employer, and any and all contract claims, claims for separation allowances or entitlements or other accrued benefits, fraud claims, defamation, disparagement and other personal injury and tort claims, claims under any federal, state or municipal employee benefit, wage payment, discrimination or fair employment practices laws, statutes or regulations, and claims for costs, expenses and attorneys' fees with respect thereto. This Release and waiver includes, without limitation, any and all rights and claims under the Railway Labor Act, the National Labor Relations Act, Title VII of the Civil Rights Act of 1964, as amended, Executive Order 11246, the Equal Pay Act, the Rehabilitation Act, the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act, 42 U.S.C. §§ 1981, 1981(a) and 1988, the Employee Retirement Income Security Act, as amended, the Immigration Reform Control Act, the Americans with Disabilities Act, the Fair Labor Standards Act, the Occupational Safety and Health Act, the Family and Medical Leave Act, the Rhode Island Fair Employment Practices Act, the Rhode Island Civil Rights Act, the Rhode Island Payment of Wages Act, and any other federal, state, or local laws or regulations, including, but not limited to, any and all laws or regulations prohibiting or related to wrongful discharge, employment discrimination, harassment, or retaliation.

(b) For purposes of this Agreement, the term "Employer and the Releasees" includes the Employer, and its past and present direct and indirect affiliates, parents, subsidiaries, divisions, predecessors, successors, assigns, heirs, beneficiaries, trustees, administrators, executors and legal representatives, and all of its and their respective past and present officers, directors, managers, shareholders, partners, supervisors, trustees, attorneys, employees, representatives and agents, and the Employer welfare benefit plans (and their respective plan administrators, fiduciaries, insurers and trustees), whether acting as agents or in individual capacities, and this Agreement shall inure to the benefit of and shall be binding and enforceable by all such entities and individuals.

(c) This Release is intended as a general release in all respects and shall be effective as a bar to each and every right or claim being released herein and that, should any proceeding be

instituted with respect to any right or claim released herein, this Release shall be deemed to be a full and complete accord, satisfaction and settlement of any such released matter and sufficient basis for its dismissal.

(d) This Release does not include a release of any rights to workers' compensation or unemployment benefits, if applicable, or of any rights that cannot be released by law, e.g., COBRA rights for healthcare continuation, or of any rights Employee may have under this Agreement.

(e) This Agreement is intended to comply with the Older Workers' Benefit Protection Act of 1990 ("OWBPA") with regard to Employee's waiver of rights under the Age Discrimination in Employment Act of 1967 ("ADEA").

- a. Employee is specifically waiving rights and claims under the ADEA.
- b. The waiver of rights under the ADEA does not extend to any rights or claims arising after the date this Agreement is signed by Employee.
- c. Employee is receiving consideration in addition to what he would receive in the absence of entering into this Agreement.
- d. Employee is advised to consult with an attorney before signing this Agreement.
- e. Employee has a period of at least twenty-one (21) days to consider the decision to enter into this Agreement.
- f. Employee may revoke this Agreement for seven (7) days following the date on which he signs the Agreement (the "Revocation Period"). Notice of revocation must be in writing and submitted to the Employer within the seven (7) day Revocation Period. The waiver herein shall not become effective or enforceable until this Revocation Period has expired.

(f) Employee expressly agrees to indemnify, defend, and hold harmless Employer and the Releasees, and each of them respectively, from any and all claims, of any nature, and suits, inclusive of appeals, in any way relating to any right or claim being released herein.

4. **Employee Representations.**

(a) Employee acknowledges and confirms that Employee has not filed any complaints, charges or lawsuits against Employer with any governmental agency or any court. Employee agrees that he will not file nor permit any other party to file on his behalf any charges with any government agency relating to any claims arising out of his employment or the termination thereof. Employee waives all rights to file any action before any federal, state, or local agency or court against the Employer and Releasees. Except as prohibited by law, in the event any such claim is filed, Employee agrees that it shall be dismissed with prejudice, automatically upon application of Employer.

(b) Employee represents and acknowledges that Employee (i) has no known workplace injuries or occupational diseases; (ii) has not complained of any fraudulent activity or any act(s) which would form the basis of a claim of fraudulent or illegal activity by Employer, nor is Employee aware of any such activity or acts that occurred during the course of employment at Employer; (iii) has been provided with any leave to which Employee may be or have been entitled under the Family and Medical Leave Act, and Employee is not aware of any facts that would

support a claim against any of the Employer and Releasees for any violation of the Family and Medical Leave Act, and (iv) is not aware of any facts that would support a claim against any of the Employer and Releasees for unpaid overtime or any other violation of the Fair Labor Standards Act.

5. **Confidentiality.** Employee agrees and acknowledges that Employer may share a copy of this Agreement to any party that requests it either (1) pursuant to the Access to Public Records Act, R.I. Gen. Laws § 38-2-1, et seq.; or (2) in its sole discretion.

6. **Confidential Information.** Employee acknowledges that as a result of his employment with Employer, he has had access to confidential information of the Employer and that such confidential information is of a special and unique nature and value to the Employer (referred to for purposes of this Section as “Confidential Information”). Employee further acknowledges that the unauthorized dissemination of such Confidential Information would seriously damage the Employer. Confidential Information includes, but is not limited to information comprising, regarding or relating to the Employer’s financial information, business plans, trade secrets, inventions, systems, procedures, processes, designs, know-how, formulas, test data, marketing plans, marketing strategies, pricing strategies, manuals, confidential reports, manufacturing information, customer lists, supplier lists, the nature and type of services rendered by the Employer, and the business practices and methods used and preferred by the Employer and its customers.

As a material inducement to the Employer to enter into this Agreement, Employee agrees that he will not, at any time for any reason or no reason at all, directly or indirectly, use, furnish, disclose or make accessible to anyone any Confidential Information, except as expressly permitted by the Employer or required by law. The provisions of this Paragraph 6 shall survive the expiration of this Agreement. In the event of Employee’s breach of this Paragraph or any other provision of this Agreement, the Employer may cease making payments under this Agreement, and Employee shall forfeit all rights to any further payments under this Agreement. The Employer’s decision to exercise such right to cease payment shall not be construed as prohibiting the Employer from pursuing any other remedy available to the Employer for such breach, including recovery of any payments previously made and any costs or fees associated with such recovery.

Employee acknowledges that any conduct that violates this Paragraph 6 would cause the Employer irreparable injury and damage for which monetary damages are inadequate. Accordingly, in the event of a breach or a threatened breach, the Employer shall be entitled to seek an injunction restraining such breach. Nothing contained herein shall be construed as prohibiting the Employer from pursuing any other remedy available to the Employer for such breach or such threatened breach.

7. **Non-Disparagement.** Employee hereby agrees that he will not make any derogatory or disparaging comments about the Employer or any directors, officers or staff of the Employer (including without limitation any officer or member of the Board of the Employer) in any manner to any person or electronically through any social media or otherwise, including without limitation through the release of information pertaining to the existence of any such comments in any form or media. Likewise, the Employer agrees not make any derogatory or

disparaging comments about Employee in any manner to any person or electronically through any social media or otherwise, including without limitation through the release of information pertaining to the existence of any such comments in any form or media. A disparaging statement is any communication which, if publicized, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good intentions, good character or product quality of the person or entity to whom the communication relates.

8. **Return of Employer Property.** Employee acknowledges that he has returned to the Employer all property of the Employer that is in his possession or under his control, including, without limitation, the following items: vehicle, laptop computer, smart phone, cell phone and other computer accessories, the Employer's keys, and any and all files, documents and other information with respect to the Employer's management, business operations or customers, including all files, documents, or other information containing the Employer's information. Further, Employee represents and warrants that he has not retained any copy of any Employer documents, materials, or information (whether in hardcopy, on electronic media or otherwise), including any flash drives or binders containing business information. Employee agrees that he will not, for any purpose, attempt to access or use any Employer computer or computer network or system, including without limitation its electronic mail system. Further, Employee acknowledges that he has disclosed to the Employer all passwords necessary or desirable to enable the Employer to access all information which he has password-protected on any of its computer equipment or on its computer network or system.

9. **References and Unemployment.** To the extent that a reference is sought from the Employer, Employer shall only provide (1) confirmation that Employee was employed by Employer, and (2) the dates of Employee's employment with Employer. If Employee files for unemployment benefits, Employer agrees not to oppose the unemployment benefits; provided, however, that Employer will provide to the Department of Labor and Training ("DLT") any information that DLT requests from Employer.

10. **Comprehension.** Employee acknowledges that Employee has carefully read this Agreement in its entirety and fully understands it; that this Agreement is a binding legal document and that Employee has the right to discuss the Agreement with an attorney or any other consultant of his choosing before signing it and that Employee voluntarily assents to all the terms and conditions contained in the Agreement and is signing the Agreement knowingly, voluntarily and of Employee's own free will. At the time of considering or executing this Agreement, Employee was not affected or impaired by illness, use of alcohol, drugs or other substances or otherwise impaired. Employee is competent to execute this Agreement and knowingly and voluntarily waives any and all claims Employee may have against the Employer as provided for herein. Employee certifies that Employee is not a party to any bankruptcy, lien, creditor-debtor or other proceedings which would impair Employee's right or ability to waive all claims Employee may have against the Employer. The Employer hereby advises the Employee to consult with an attorney prior to executing this Agreement.

11. **Maximum Time for Review.** Employee acknowledges that Employee has been given twenty-one (21) days within which to consider the meaning and effect of this Agreement prior to its execution. Employee and the Employer agree that any changes to this document, whether material or immaterial, do not restart the running of the twenty-one (21) day period and

that such period shall be calculated from April 12, 2024, which is the date that Employee first received this Agreement. If Employee fails to sign and return this Agreement within that twenty-one (21) day period, this Agreement shall not be effective or enforceable, and Employee will not receive the payments set forth in paragraph 2.

12. **Revocation Period.** Employee acknowledges that Employee has a period of seven (7) days after signing this Agreement to revoke it by providing written notice to counsel for the Employer, Christopher J. Fragomeni, Esq., Savage Law Partners, LLP, 564 South Water Street, Providence, RI 02903, submitted by overnight delivery service. This Agreement shall not become effective and enforceable until after the expiration of the seven (7) day revocation period.

13. **General Provisions.** Except as to the Employment Agreement, which shall remain in effect and govern the terms and conditions of Employee's employment until the Termination Date, and except as may be otherwise specifically set forth herein, this Agreement sets forth the entire agreement between the Employee and the Employer with respect to Employee's employment and separation therefrom and fully supersedes any prior agreements or understandings between the Employee and the Employer with respect thereto. The Employee acknowledges that there has been no reliance on any representations, promises, or agreements of any kind made in connection with the Employee's decision to accept this Agreement, except for those set forth in this Agreement.

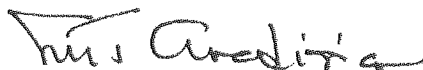
The failure of the Employee or the Employer to insist on strict adherence to any term hereof on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term hereof. If any provision in this Agreement is declared invalid, illegal, or unenforceable for any reason, and cannot be modified to be enforceable, excluding the General Release set forth above, such provision shall be null and void, and shall not affect the validity of any other provision hereof. However, if any portion of the General Release language is ruled to be unenforceable for any reason, this entire Agreement shall be deemed null and void. No presumption or construction as to the drafting of this Agreement shall be applied against or in favor of any party.

14. **Choice of Law and Forum.** This Agreement shall at all times be construed and governed by the laws of the State of Rhode Island regardless of conflicts of laws principles. Any dispute, claim or cause of action arising out of, or related to this Agreement shall be commenced only in the federal or state Courts within the State of Rhode Island.

15. **Amendment and Counterparts.** This Agreement may not be changed orally, and no modification, amendment or waiver of any of the provisions contained in this Agreement, nor any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon any party hereto unless made in writing and signed by the Employee and Employer. This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all such counterparts shall together constitute one and the same instrument. Delivery of an executed Agreement by one party to any other party may be made by facsimile or electronic mail.

16. **Effective Date.** This Agreement shall be effective as of the date first above written, provided, however, that Sections 2 and 3 shall be effective upon the Termination Date (and provided, further, that Employee does not revoke this Agreement).

EMPLOYEE



Scott Avedisian

RHODE ISLAND PUBLIC TRANSIT
AUTHORITY

By: 
Its: CHAIRPERSON

EMPLOYEE HAS READ THIS AGREEMENT AND UNDERSTANDS THAT ITS TERMS ARE LEGALLY ENFORCEABLE. EMPLOYEE HAS HAD THE OPPORTUNITY TO DISCUSS THE TERMS HEREOF WITH EMPLOYER, AND HAS HAD THE OPPORTUNITY TO CONFER WITH AN ATTORNEY FOR ASSISTANCE AND ADVICE. EMPLOYEE HAS ENTERED INTO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

WITNESS: 

DATE: 4/16/2024

EMPLOYEE: 

DATE: 4/16/2024