

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

WHEREAS, this SETTLEMENT AGREEMENT AND RELEASE (hereinafter, "Agreement") is made by and between Patrick Egan, (hereafter "Egan"), of New Haven, Connecticut and the City of New Haven (hereinafter, "City"), both of whom may sometimes hereinafter be referred to as "the parties." For purposes of this Agreement, the City shall include all elected and appointed persons, all relevant employees associated with the City, the New Haven Fire Department, its officers and employees, the New Haven Board of Fire Commissioners and the City's Pension Committee;

WHEREAS, Egan was employed by the City of New Haven in the Department of Fire Service since March 29, 1995; and has held the position of Assistant Fire Chief-Administration (ACA) since September, 2010; and

WHEREAS, there came a time when the parties were at odds and in conflict until the resolution of their differences all as set forth and in accordance with the terms of this Agreement.

NOW THEREFORE, for purposes of fully and finally resolving all matters, issues and disputes between Egan and the City arising out of Egan's employment with the City and in consideration of the mutual promises herein contained, the City and Egan agree, as follows:

1. Egan will voluntarily retire from the City of New Haven Department of Fire Service , effective on May 4, 2016 (unless Egan has revoked the Agreement in the manner and within the time frame set forth herein), and shall be deemed by the City on the effective date of such retirement to be in good standing
2. Egan, through his attorney, will provide in writing to the Corporation Counsel for the City written withdrawals, with prejudice, of all pending or open Freedom of Information complaints or appeals, including, at least, FOIC files L15-0002; L15-0003; L15-0004; L15-0005; L14-0263 and L14-0246, within ten (10) days of the effective date of this Agreement.

3. In consideration of the foregoing and In consideration of the following subsequent provisions of this Agreement, the City shall;
- a. Pay to Egan the gross amount of Thirty Thousand (\$30,000) Dollars, less standard federal and state withholding and deductions. Payment will be issued within 5 business days from the expiration of the Revocation Period described in Paragraph 19. The City will issue to Egan a 1099 as required by law.
  - b. Pay Egan for his accumulated vacation hours (658 Hours) by multiplying such accumulated vacation hours times his current hourly rate of pay. The payment will be issued in the same form and at the same time as the payment described in paragraph 3(a) above.
  - c. Pay to Egan's counsel, Gesmonde, Pietrosimone & Sgrignari, L.L.C., the gross amount of Seventy Thousand (\$70,000) Dollars from which no taxes will be withheld, but as to which a 1099 will be issued to Gesmonde, Pietrosimone & Sgrignari, L.L.C. as required by law. Payment will be issued within 5 business days from the expiration of the Revocation Period described in Paragraph 19 .
  - d. Pay to Egan an annual pension of Ninety Two Thousand Seven Hundred and Fifty (\$92,750) Dollars which represents an "enhancement" to his budgeted salary as described below. It is such pension, that shall be subject to the cost of living adjustments (COLA) and the Widow's Benefit. In other words, for the purposes of this Agreement Egan shall be retiring with 26.096 years of continuous service credit (Effective Pension 68.28%) and an enhanced budgeted salary effective April 1, 2016 of One Hundred Thirty Five Thousand Eight Hundred Thirty Seven Dollars and 73 cents (\$135,837.73),  $(68.28\% \times \$135,837.73 = \$92,750)$ . Egan will submit any standard and customary forms to the City Pension Office. Pension payments will be made in the normal and customary manner to Egan as

they are made to other City Fire Department Retirees. Egan's Retirement will be effective May 4, 2016 (unless Egan has revoked the Agreement in the manner and within the time frame set forth herein).

4. Egan, his spouse and eligible dependents, shall be entitled to all rights, coverages and benefits that sworn members of the City of New Haven Department of Fire Service who were hired as of March 29, 1995 and who retired as of the effective date of this Agreement are eligible to receive pursuant to Article XVIII (Insurance) and Article XXXII (Pension) of the current collective bargaining agreement between the City and the New Haven Fire Union, Local 825 International Association of Fire Fighters, AFL-CIO, which the parties agree to incorporate as if fully set forth herein.
5. The City will withdraw Chief Wright's September 22, 2014 letter. Any materials created and/or retained in relation to that period of time when the parties became at odds and in conflict to the effective date of this Agreement shall be maintained in the files of the Office of the Corporation Counsel, which shall serve as the Custodian of Records for this matter.
6. The City will provide a Letter of Recommendation to prospective employers of Egan in the form attached hereto as Exhibit A, and a copy thereof will be placed in Egan's Personnel file. The City agrees that any inquiries received by its agents, officers and employees from prospective employers regarding Egan's employment will be referred to the Manager of Human Resources and Benefits who shall confirm Egan's dates of employment and the position in which he was last employed by the City and that he has retired in good standing; further, the Manager of Human Resources and Benefits shall only offer such additional favorable and supportive comments as shall be consistent with the attached letter of recommendation.
7. The City reserves the right to make a formal, written statement concerning the resolution of the employment issues with Egan, as set forth in Exhibit B attached

hereto. The only persons authorized to present or make said statement are the Mayor, or the Chief Administrative Officer (CAO) of the City, or the Corporation Counsel.

8. In consideration for the monetary payment and the pension enhancement provisions herein recited, and in consideration of the covenants and promises by the City herein, Egan, for himself and for his heirs, executors, administrators, successors and assigns knowingly and voluntarily releases and forever discharges the City from any and all claims, demands, obligations, liabilities, actions, causes of action, known and unknown, asserted and un-asserted, and, as well, any claim for costs, attorney's fees, expenses or other damages whatsoever, including compensatory, liquidated or punitive damages or damages for physical and/or emotional distress, which Egan had, has or may have against the City or against any present or former employee or agent of the City, related to or in any way deriving from his employment with the City of New Haven Department of Fire Service from the beginning of time up through the date that this Agreement and Release is signed by him. This release shall not include any past, present or future claims brought under the Connecticut Workers' Compensation Act and shall include, but, is not limited to, any alleged violation of any of the following :

- Title VII of the Civil Rights Act of 1964, 42U.S.C. Sec 2000, et seq., or any successor statutes;
- The Civil Rights Act of 1991, 42 U.S.C. Sec. 1981, et seq., or any successor statutes;
- Connecticut Fair Employment Practices Act, Sec. 46a-51, et seq., or any successor statutes;
- Connecticut Freedom of Information Statutes, Sec. 1- 200, et seq., or any successor statutes;
- Any other federal, state or local law, regulation or ordinance;

- Any obligation arising under contract (express or implied ; written or oral); or employment policies or practices, whether written or oral;
- Any obligation arising under tort or common law or other legal principle, including but not limited to wrongful discharge, defamation, intentional and/or negligent infliction of emotional distress, misrepresentation and/or breach of the duty of good faith and fair dealing.

This release does not apply to any conduct that occurs after the date that Egan signs this Agreement or to any claim that is prevented by law from being waived.


9. Egan understands that this is A WAIVER AND RELEASE OF ALL CLAIMS he has, had or may have had against the City resulting from or arising out of or in any way connected to his employment with the City of New Haven Department of Fire Service with the sole exception that he retains all rights and benefits as provided for in this Agreement as well as all normal and customary benefits(Including but not limited to health insurance benefits; applicable COLA's; and similar benefits) to which sworn Department of Fire Service employees of the City who were hired as of March 29, 1995 and who retired as of the effective date of this Agreement are eligible to receive upon and throughout retirement.
10. This Agreement does not prevent Egan from bringing an independent lawsuit or from filing a charge with the relevant state agency or commission concerning the breach, violation, misinterpretation, misapplication or enforcement of the provisions of this Agreement.
11. Nothing herein shall prevent Egan from making any disclosure of information or providing information to, or testifying or otherwise assisting in any investigation or proceeding brought by any federal or state regulatory or law enforcement agency, or legislative body or self-regulatory organization or the City's legal or compliance departments.
12. In addition to, and without limiting any other language in this Agreement, the City

agrees to defend, indemnify and hold harmless Egan from any and all claims that have been or may in the future be asserted against him which relate to, arise out of or are in connection with Egan's employment with the City or which arise from or are related to any actions taken by Egan in performing or discharging the duties of his employment. The defense, indemnity and hold harmless obligations stated herein extend to and include the obligation of the City to provide Egan with counsel to defend any such claims and to indemnify and hold Egan harmless for all compensatory and/or exemplary damage awards related to any such claims.

13. This Agreement does not constitute an admission by the City that the City in any way harmed or damaged Egan or violated any rights Egan had or may have, or in any way treated Egan unfairly or unlawfully. It is in fact an agreement to resolve disputes as between the parties.
14. The City and Egan agree that there is no prevailing party to this Agreement for any purpose.
15. The City and Egan expressly acknowledge that this is their entire agreement. The City and Egan agree (a) that neither of them will make any claim or demand of the other beyond the terms hereof; (b) that they waive any rights either has, had or may have hereafter or may claim to have based on any alleged oral alteration, amendment or modification or alleged change to this Agreement. There is no understanding or agreement between the City and Egan that is not recited herein.
16. The validity, effect and operation of this Agreement shall be determined by the laws of the State of Connecticut.
17. Egan and the City affirmatively state that they have respectively had the opportunity to consult with counsel to consider, to review and to influence the terms and provisions of this Agreement; that each and both have a full understanding of the contents hereof; that they have each and both executed this Agreement voluntarily and of their own free wills, without coercion.

18. This Agreement may be executed in several counterparts, each of which shall be an original hereof, and all of which taken together shall constitute one and the same Agreement.

19. Egan acknowledges that he could take up to twenty-one (21) days to consider whether or not to execute this Agreement but that he may sign and return the Agreement at any time within the 21 day period. Egan also acknowledges that he was informed that he has seven (7) days following the date he executes this Agreement in which to revoke the Agreement. This Agreement shall become effective on the eighth day following its execution by Egan unless he has revoked it, in writing, by delivering notice of his intent to do so To: John Rose, Jr., Corporation Counsel, 165 Church Street, 4th Floor, New Haven, CT 06511.

  
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PATRICK EGAN

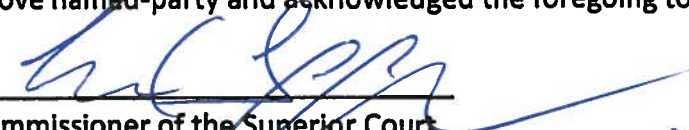
STATE OF CONNECTICUT :

:

SS. Hamden

COUNTY OF NEW HAVEN :

I certify that on April 14, 2016, before me personally appeared PATRICK EGAN, the above named-party and acknowledged the foregoing to be his free act and deed.

  
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Commissioner of the Superior Court  
Notary Public Lawrence C. Sgrifone  
My Commission Expires:

Tom N. Harp, Mayor  
CITY OF NEW HAVEN

STATE OF CONNECTICUT :

: SS. NEW HAVEN, CT.

COUNTY OF NEW HAVEN :

I certify that on APRIL 26, 2016, before me personally appeared TOM N. HARP, the above named-party and acknowledged the foregoing to be his/her free act and deed.

JOHN ROSE, JR.  
Commissioner of the Superior Court  
Notary Public  
~~My Commission Expires:~~



**EXHIBIT A**

Dear [Prospective Employer]

This is to advise that Patrick Egan was employed by the City of New Haven's Fire Department from March 29, 1995 to May 4, 2016.

Assistant Chief Egan retired from the City's Fire Department on May 4, 2016. He served honorably and retired from the Department in good standing.

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[Signed: Responsible City Representative]

## **EXHIBIT B**

### **PRESS RELEASE**

Corporation Counsel, John Rose, Jr., announced today a resolution by settlement of any outstanding issues between the City and Assistant Fire Chief Patrick Egan.

In consideration of a payment of One Hundred Thousand (\$100,000) to Egan and his counsel, as well as a salary enhancement to improve his annual pension to \$92,750 Egan will retire from the Fire Department as of May 4, 2016.

We would like to thank Assistant Chief Egan for over 2 decades of honorable and dedicated service to the New Haven Fire Department and to the City of New Haven in which he and his family live.