

SETTLEMENT AGREEMENT,
RELEASE AND COVENANT NOT TO SUE

This Settlement Agreement, Release and Covenant Not to Sue ("Agreement") is made by and between **LUIZ CASANOVA** (hereinafter referred to as "**CASANOVA**") and the **CITY OF NEW HAVEN** (hereinafter referred to as the "**CITY**"). **CASANOVA** and the **CITY** may be referred to collectively as "the parties". For the purposes of this Agreement, the **CITY** shall include all its boards, commissions, departments and all their present, past or future appointed or elected persons, officials, officers, agents, and employees, both in their individual and official capacities.

WHEREAS, CASANOVA is currently employed by the **CITY** as an Assistant Chief in the New Haven Police Department;

WHEREAS, a dispute has arisen between **CASANOVA** and the **CITY** in which **CASANOVA** has asserted that the **CITY** discriminated against because of his race and retaliated against him in violation of Title 42 U.S.C. §§ 1981 and 1983;

WHEREAS, there is now pending a lawsuit, Luiz Casanova v. City of New Haven in the United States District Court, District of Connecticut, Docket Number 3:17-cv-01851 (DJS) (hereinafter referred to as the "**LAWSUIT**"), brought by **CASANOVA** against the **CITY** on which final determinations on the merits have not been made; and

WHEREAS, although the **CITY** strongly denies all of **CASANOVA'S** claims, charges and allegations that the **CITY** discriminated or retaliated against **CASANOVA**, and although the **CITY** strongly denies that it has any liability for its treatment of **CASANOVA**, **CASANOVA** and the **CITY** desire fully and finally to resolve, compromise and settle the **LAWSUITS** on an amicable basis and to avoid the uncertainty, expense and burden of proceedings in court and any other litigation in any administrative agency or in any court of law which has occurred or occurs between or involving the parties before **CASANOVA** signs this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, **CASANOVA** and the **CITY** agree as follows:

1. The **CITY** agrees to pay **CASANOVA** the gross sum of EIGHTY-TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$82,500.00) by July 31, 2019. The **CITY** will issue **CASANOVA** an IRS Forms1099 for such payment.

2. The **CITY** agrees to pay Willinger, Willinger & Bucci, P.C. the gross sum of TWELVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$12,500.00) promptly upon the parties' execution of this Agreement. The **CITY** will issue Willinger, Willinger & Bucci, P.C. an IRS Forms1099 for such payment.

3. **CASANOVA** voluntarily and irrevocably retires from his employment with the **CITY** effective June 30, 2019 and agrees to execute all necessary documents to effectuate his retirement from the **CITY**. The **CITY** agrees that **CASANOVA'S** retirement will be in Good Standing.

4. **CASANOVA** agrees to forfeit two weeks of vacation to be converted to 176 hours of Time Allowed as such term is accepted by the **CITY**. The **CITY** agrees to issue the 176 hours of

Time Allowed prior to submission of **CASANOVA's** application for retirement. The 176 hours of Time Allowed is to be cashed out and/or applied in the same manner as **CASANOVA's** already accrued 304 hours of Time Allowed. The parties agree that **CASANOVA** is able to use his remaining vacation time prior to his retirement on June 30, 2019, in accordance with the New Haven Police Department's policies for use of vacation time. Additionally, **CASANOVA** is entitled to payment for accrued vacation time due to him time at the time of his retirement, not to exceed accrued vacation time of a two year period, in accordance with the New Haven Police Department's policies for payment of accrued vacation time.

5. The **CITY** agrees to rescind the one-day suspension issued to him in December 2016.

6. The **CITY** agrees that Mayor Toni N. Harp will provide **CASANOVA** with a reference letter concerning his employment with the **CITY**.

7. **CASANOVA** shall not in the future apply for or seek any employment or position with the **CITY**, and, should he do so, this Agreement shall be grounds for refusing to consider his employment application. The **CITY** may choose to unilaterally waive this provision

8. The **CITY** agrees to segregate documentation related to investigations of **CASANOVA** from **CASANOVA's** personnel file from 2015 to the present.

9. **CASANOVA** agrees and acknowledges that he has ongoing obligations and responsibilities from his time as Assistant Chief, including obligations to cooperate with counsel for the City in existing, pending or threatened federal or state court litigation or administrative claims or appeals (including but not limited to matter before the Commission on Human Rights and Opportunities/CHRO). **CASANOVA** agrees to provide Corporation Counsel for the **CITY** with his current address, current telephone numbers and current email address and to update such information as it changes. **CASANOVA** agrees to appear for depositions and as a witness for such federal or state court cases and administrative agencies or matters. The **CITY**, acting by its counsel, will provide him due and appropriate notice of such required appearances and the parties will cooperate to resolve any issues to the expenses for such appearance, including travel and stay issues. **CASANOVA** acknowledges that failure to appear and to cooperate with **CITY** counsel concerning court and agency appearances may result in action and penalties against him imposed by the court or agency.

10. With the exception of retirement benefits and any workers' compensation benefits for injuries **CASANOVA** sustained during his employment with the **CITY**, **CASANOVA** hereby agrees not to sue, agrees not to make, file, pursue or institute any claims, complaints, charges, actions, lawsuits or legal proceedings of any kind, and unconditionally waives all rights of recovery against the **CITY**, and its insurer, from any and all liability from any suits, demands or charges, whether in law or in equity, known or unknown, which existed or exist on or before the date **CASANOVA** executes this Agreement, arising under federal, state or municipal constitutions, statutes, charters, regulations or law, including but not limited to: Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; the Civil Rights Act of 1991, 42 U.S.C. § 1981a, et seq.; the Connecticut Fair Employment Practices Act, Conn. Gen. Stat. § 46a-60, et seq.; the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.; the Rehabilitation Act of 1973, 29 U.S.C. § 720, et seq.; 29 U.S.C. § 621, et seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001-1461; the Connecticut Wage and Hour Laws, Conn. Gen. Stat. § 31-58, et seq.; the Age Discrimination in Employment Act of 1974, 29 U.S.C. § 621, et seq., the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001-1461; the Older

Workers Benefit Protections Act, 29 U.S.C. § 621, et seq.; the Federal Family and Medical Leave Act of 1993, 29 U.S.C. § 2601, et seq.; Conn. Gen. Stat. § 31-290a, and any and all other federal, state, or local statutes or regulations, legal or equitable claims, whether under any applicable collective bargaining agreement, in contract, express or implied, constitutional, or in tort, including but not limited to tortious interference with business relations, breach of the covenant of good faith and fair dealing, civil assault, breach of contract, detrimental reliance, misrepresentation, tortious or wrongful or retaliatory discharge from employment, breach of public policy, negligence, promissory estoppel, invasion of privacy, defamation, self-defamation, tortious interference with contractual relations, intentional or negligent infliction of emotional or mental distress, other torts or any other common law claims, or for attorneys' fees and costs. To the extent that applicable law prohibits **CASANOVA** from waiving his rights to participate in a claim or proceeding, **CASANOVA** agrees he is not entitled to any individual relief, including but not limited to monetary damages, with respect to any such complaint, claim or proceeding.

11. Notwithstanding the foregoing language, nothing in this Agreement shall prevent the parties from enforcing the terms of this Agreement and the parties have not waived nor released any claim for a breach of this Agreement or any claims which are based on facts or events which may arise or occur after the effective date of this Agreement.

12. **CASANOVA** acknowledges and agrees that the **CITY** nor its representatives have made any representation to him regarding the tax consequences of any amounts received by him pursuant to this Agreement. **CASANOVA** agrees to pay federal, state and/or local taxes owed by him, if any, which are required by law to be paid with respect to this settlement. **CASANOVA** further agrees to indemnify and hold the **CITY** harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against the **CITY** for any amounts claimed due on account of this Agreement or pursuant to claims made under any federal, state or local tax laws, and any costs, expenses or damages sustained by the **CITY** by reason of any such claims, including any amounts paid by the **CITY** (as defined below) as taxes, attorneys' fees, deficiencies, levies, fines, penalties, interest or otherwise, except for the employer's portion of the social security taxes or any penalties or interest that arise from non-payment of same, provided that **CASANOVA** is given reasonable notice and the opportunity to defend such claim. **CASANOVA** further agrees that the tax consequences to him of this Agreement shall have no effect whatsoever on the enforceability of this Agreement.

13. **CASANOVA** agrees and acknowledges that it is his sole and exclusive obligation to satisfy all liens, conditional payments, debts, rights of subrogation, and/or any other claims or actions asserted against him and/or the settlement proceeds, whether now known or unknown, including, but not limited to any liens by any medical provider, Medicaid or Medicare resulting from the payment of compensation, expenses for hospital or other care and treatment of him. **CASANOVA** further agrees to release the **CITY** from any liens, debts, rights of subrogation, and/or any other claims or actions asserted against him and/or the settlement proceeds by anyone claiming by, through, or under **CASANOVA**, whether now known or unknown, including Medicaid or Medicare liens resulting from the payment of compensation and/or expenses for hospital or other care and treatment of him. **CASANOVA** represents and warrants that if any conditional payments related to the accident(s), injury(ies), or illness(es) giving rise to this settlement are or have been made by Medicare, then within sixty (60) days of the receipt of the settlement proceeds to be paid under this Agreement, **CASANOVA** shall reimburse Medicare for such conditional payments as required by Medicare Secondary Payer law, including Medicare regulations at 42 C.F.R. § 411.24(g) and (h). **CASANOVA** agrees to indemnify, hold harmless, and defend the **CITY** against any loss, cost, expense, or liability

imposed upon or incurred by them arising from, relating to or concerning Medicare conditional payments related to the accident, injury, or illness giving rise to this settlement provided that **CASANOVA** is given reasonable notice and the opportunity to defend such claim.

14. **CASANOVA** agrees that he will forbear from pursuing and will withdraw the **LAWSUITS**, grievances and/or complaints related to the **LAWSUITS** that he has filed with any administrative agency, any court of law and/or their agents with prejudice, and that each party will bear its own costs, expenses, experts' fees and attorney's fees (unless otherwise noted). **CASANOVA** also agrees that he will sign and file with any state or federal agencies, arbitration panels or boards or any court with whom **CASANOVA** has filed charges, complaints, claims, lawsuits, or other legal proceedings, all appropriate withdrawals, stipulations for dismissals, motions, affidavits and/or other documents as may be required for **CASANOVA** to withdraw, with prejudice, any such charge, complaint, claim, lawsuit, or other legal proceeding now pending before any such state or federal agency, arbitration panel or board or court concerning any claims, grievances and/or complaints **CASANOVA** made or may or could have made against the **CITY**.

15. **CASANOVA** agrees and acknowledges that he is aware that he may hereafter discover facts different from or in addition to those **CASANOVA** now knows or believes to be true with respect to the claims, causes of action, rights, obligations, demands, and liabilities herein released, and **CASANOVA** agrees that the release and covenant not to sue herein shall be and remain in effect in all respects as a complete release and covenant not to sue as to all matters released and waived herein, notwithstanding any such different or additional facts.

16. **CASANOVA** expressly acknowledges that the consideration provided and to be provided to him by the pursuant to this Agreement is sufficient consideration for hereto release of all of his claims against the **CITY**, and is in full settlement, release, satisfaction and discharge of all of **CASANOVA'S** claims, demands, fees, costs (including, but not limited to, attorney's fees, experts' fees and related costs) and damages (including, but not limited to, back pay, front pay and wages, and compensatory, consequential, incidental, punitive and liquidated damages) relating to or arising out of the **LAWSUIT** against the **CITY**.

17. The consideration provided and to be provided pursuant to this Agreement and the execution of this Agreement by the parties is solely for the purpose of avoiding protracted and burdensome litigation and other legal proceedings, based upon disputed claims, demands, obligations or other disputed causes of action released by **CASANOVA** herein. **CASANOVA** understands and agrees that this Agreement and its execution shall not be interpreted or considered as and does not constitute an admission by the **CITY** that the **LAWSUITS** has any merit; the **CITY** harmed, damaged or discriminated/retaliated against **CASANOVA** in any way; the **CITY** engaged in any wrongdoing; or that the **CITY** is liable to **CASANOVA** in any way.

18. The parties agree that this Agreement shall inure to the benefit of and be binding upon **CASANOVA**, his heirs, administrators, representatives, executors, attorneys, insurers, successors and/or assigns; and shall inure to the benefit of and be binding upon the **CITY**.

19. The parties mutually agree that this Agreement represents the full and entire agreement between the parties and fully replaces and supersedes any and all prior agreements or understandings, written or oral, between them. The parties agree and acknowledge that there is no written or oral

understanding or agreements between the parties that is not recited herein, and the parties have not relied upon any other statement or agreement in deciding to enter into this Agreement. The parties agree that the terms of this Agreement cannot be changed or modified in any respect except in a writing signed by all parties to this Agreement.

20. The parties agree that this Agreement and the provisions contained herein shall not be construed or interpreted for or against any party to this Agreement because said party drafted or caused the party's legal representative to draft any of the provisions.

21. The provisions of this Agreement are severable. It is the intent of the parties that the provisions of the Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement may be sought. In the event that any part of this Agreement should be adjudicated in a legal forum or found by operation of law to be illegal, unenforceable or invalid in any jurisdiction, this Agreement shall be deemed amended so as to delete or modify therefrom the portion thus adjudicated to be illegal, unenforceable or invalid and all other provisions, terms and clauses shall remain valid, enforceable and binding upon **CASANOVA** and the **CITY** with the same effect as though the illegal, unenforceable and/or invalid part(s) had been amended and modified or severed and deleted.

22. The parties acknowledge that they have carefully read this Agreement, have had an opportunity to review it with their respective attorneys and are executing this Agreement voluntarily, knowingly, and with full understanding of its contents, meaning and consequences, without any coercion by the other party. The parties further acknowledge that in executing this Agreement, they have not relied upon any statement, representation or promise, oral or written, of any other party to this Agreement, except as expressly set forth herein. Furthermore, each of the parties executing this Agreement acknowledges that he has the authority to do so.

23. The parties agree that prior to instituting any legal action against the other party (including, but not limited to, any legal action for or regarding a claimed failure to comply with or a breach of any of the terms of this Agreement), the party intending to institute such legal action will notify the other party in writing of its claim. The parties further agree that they will make a good faith effort to resolve any claim or alleged breach through direct negotiation and/or mediation or some other appropriate form of alternative dispute resolution during the thirty (30) calendar day period following receipt of notification of the claim or alleged breach by the party claimed to have engaged in the conduct underlying the claim or committed that alleged breach.

24. This Agreement may be executed in counterparts that, together, shall constitute one agreement. Electronic copies of this Agreement, including fax, photocopy and pdf format of signatures to this Agreement shall be as valid and binding as original signatures.

25. **CASANOVA** and the **CITY** agree that this Agreement shall be governed and interpreted by the laws of the State of Connecticut, without regard to its conflict of laws provisions

26. Before signing this Agreement, **CASANOVA** acknowledges the following:

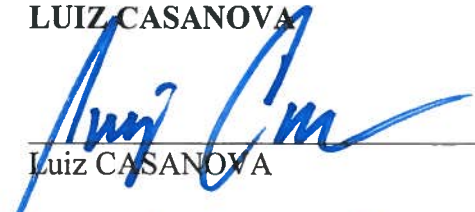
- (a) He has read and understands this Agreement.
- (b) He is voluntarily entering into this Agreement.

- (c) Before executing this Agreement, he was allowed at least twenty-one (21) days to consider his rights and obligations under this Agreement. **CASANOVA** agrees that any modifications, material or otherwise, made to this Agreement do not restart or affect in any matter the original twenty-one calendar day consideration period.
- (d) The period of time he had to consider his rights and obligations under this Agreement was reasonable.
- (e) He was advised in writing to consult with an attorney and actually did consult with an attorney of his choosing.
- (f) The general release in this Agreement constitutes a waiver of all rights and claims he may have under the Age Discrimination in Employment Act of 1964, 29 U.S.C. § 621, *et seq.*, and the Older Worker Benefit Protection Act, 29 U.S.C. § 626 *et seq.*
- (g) He elected to enter into this Agreement and release the from any and all claims he may have in exchange for consideration which is in addition to anything of value to which he is already entitled.
- (h) The general release contained in this Agreement does not waive any rights or claims that **CASANOVA** may have arising after this Agreement is executed.
- (i) No representations, promises or agreements relating to his employment or any other matter have been made to him, by or on behalf of the **CITY** which are inconsistent with the terms of the Agreement.
- (j) This Agreement may be revoked by **CASANOVA** within seven (7) calendar days after the date on which he signs it (“Revocation Period”) and understands that this Agreement is not effective, binding or enforceable until seven days have expired without **CASANOVA** having revoked his execution of this Agreement and until the Effective Date. To revoke this Agreement, he must provide written notice of his decision to revoke the Agreement to:

David S. Monastersky, Esq.
Howd & Ludorf, LLC
65 Wethersfield Avenue
Hartford, CT 06114


and shall be physically received by Attorney Monastersky no later than 11:59 p.m. on the seventh calendar day after **CASANOVA** has executed this Agreement. The Effective Date of the Agreement is the first calendar day following the end of the Revocation Period. **CASANOVA** understands that, if he revokes this Agreement, he will not be entitled to the payments or other consideration set forth in this Agreement.

LUIZ CASANOVA


Luiz CASANOVA

Date: 6-13-19

On this 15th day of June, 2019, before me personally appeared **Luiz Casanova**, who in my presence executed the foregoing Settlement Agreement, Release and Covenant Not to Sue, acknowledging such execution to be his free act and deed.

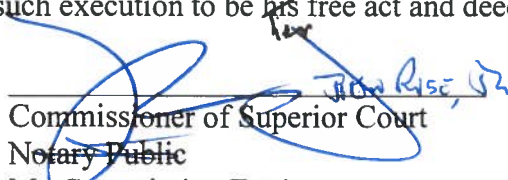

Commissioner of Superior Court
~~Notary Public~~
My Commission Expires: _____

CITY OF NEW HAVEN

By: 

Date: 6/25/2019

On this 25th day of June, 2019, before me personally Joni M. Harp, who in my presence executed the foregoing Settlement Agreement, Release and Covenant Not to Sue, on behalf of the **City of New Haven**, acknowledging such execution to be his free act and deed.


Commissioner of Superior Court
Notary Public
My Commission Expires: _____