

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is entered into by **Woodrow Vereen** (“Mr. Vereen” / “Releasor”) and **Bridgeport Police Officer Keith Ruffin** (“Ruffin” / “Releasee”), **Bridgeport Police Officer Carlos Vasquez** (“Vasquez”/ Releasee”), and the **City of Bridgeport** (“City” / “Releasee”), collectively referred to as the “Defendant Officers”).

WHEREAS, a lawsuit was filed by Mr. Vereen in the United States District Court for the District of Connecticut entitled ***Woodrow Vereen v. Keith Ruffin, et al***, 3:16-CV-00599(JBA) (hereinafter referred to as “the Lawsuit”) wherein Mr. Vereen alleges that he suffered injuries and damages as a result of the acts or omissions of the Defendant Officers during an incident that took place on or about May 30, 2015 at or near Fairfield Avenue, in the City of Bridgeport; and

WHEREAS, the City of Bridgeport and each of the Defendant Officers denies any and all of the material allegations of the claims made by Mr. Vereen in the Lawsuit; and

WHEREAS, the City of Bridgeport and Defendant Officers desire to avoid any further legal expenses in connection with the Lawsuit, and the parties mutually wish to fully resolve all pending and potential claims Mr. Vereen has or may have against the Defendant Officers and the City to the full extent permitted by law;

NOW, THEREFORE, Mr. Vereen, the City and the Defendant Officers agree as follows:

It is stipulated and agreed between the parties that any and all State and/or Federal Constitutional claims and claims involving the use of physical force pertaining to the matter, whether specifically alleged or not, shall be dismissed pursuant to Fed. R. Civ. P. 41(a)(1) with prejudice as to the Defendant Officers and the City.

2. In full and final settlement and satisfaction of all claims by Mr. Vereen for damages, fees (including attorney's fees) and costs in the Lawsuit and in exchange for the general release of all claims the Defendant Officers and the City, agree to pay to Mr. Vereen the gross settlement amount of [REDACTED] (\$ [REDACTED]) Dollars ("the Settlement Amount"). The Settlement Amount shall be paid in full within thirty (30) days of final approval of the Bridgeport Common Council, by means of a check made payable to "Dan Barrett, Esquire, as Trustee." Mr. Vereen is solely responsible for payment of any and all taxes on the Settlement Amount. Beyond signing this Agreement and providing his social security number to the City in confidence for purposes of the City's tax recordkeeping, Mr. Vereen has no obligation to provide any party to this Agreement with any further information, paperwork, or other administrative measure in order for the Releasers to perform their obligations under this Agreement.

This Stipulation, Settlement and General Release are subject to final approval of the Bridgeport Common Council and, accordingly, this case may be dismissed with prejudice subject to re-opening, and revival of all claims against all parties, only in the event the settlement agreement is rejected by the Bridgeport Common Council.

3. Mr. Vereen, on behalf of himself, his heirs, executors, administrators, personal representatives, and assigns, hereby releases and forever discharges Officer Keith Ruffin, Officer Carlos Vasquez and the City of Bridgeport and all of the City's officials, representatives, agents and employees (collectively referred to herein as "the Released Parties") from any and all claims, causes of action, losses, charges, complaints, liability, damages, punitive damages, fees (including without limitation attorney's fees), costs and expenses of any nature or kind whatsoever, whether now known or unknown, arising out of, caused by, or related to any act or omission of any of the Released Parties from the beginning of time up through the date that this Agreement and Release is signed by him. This release includes, without limitation, any and all claims alleged and all damages, costs and other relief sought in the Lawsuit,

including all claims under Section 1983 of Title 42 of the United States Code, and all common law claims.

Releasor represents and warrants to Released Parties that the Releasor has disclosed all information concerning payments made by Medicare and Medicaid that are related to the claim being released and has disclosed all information concerning any Medicare or Medicaid liens related to the claim being released. The Releasor represents and warrants that he is not a Medicare or Medicaid beneficiary. Nevertheless, in reaching this settlement, the interests of Medicare and Medicaid have been considered and it has been determined that an allocation for future Medicare and Medicaid-covered expenses is not required due to the fact that Releasor's claims are completely denied and the Released Parties have not accepted liability for any of Releasor's present or future claims for payment of injury-related medical expenses. Moreover, the Releasor certifies that there are no future Medicare or Medicaid-covered treatments or medications prescribed or reasonably expected related to the injuries sustained in the incident(s) that serve as the basis of the Lawsuit.

Releasor understands that should Medicare or Medicaid find that a Medicare or Medicaid Set-Aside Allocation should have been established and that Medicare or Medicaid's interests were not adequately protected, Medicare or Medicaid may require Releasor to expend up to the entire settlement amount on Medicare or Medicaid-covered expenses related to the injury before Medicare or Medicaid will provide coverage for the injury. The Releasor voluntarily accepts this risk and waives any and all claims of any nature and/or damages against the Released Parties should Medicare take such action, including, but not limited to a Private Cause of Action against the Released Parties under the Medicare Secondary Payer Act (MSP) pursuant to 42 U.S.C. § 1395y(b)(3)(A).

Releasor specifically warrants that he is responsible for the payment and/or satisfaction of any and all liens or subrogation interests with respect to the Complaint or the settlement proceeds referred herein, including but not limited to any

and all Medicare, Medicaid, or any other governmental entity and/or health care liens or claims for repayment on account of medical services rendered to the Releasor for medical treatment. In addition, the Releasor further agrees to satisfy and discharge any liens or subrogation interests that may now or hereafter exist with respect to the above claim, prior to the distribution of the settlement proceeds referred to herein.

In further consideration of the payments herein described, the Releasor, his heirs, executors, administrators, and assigns, expressly stipulate and agrees to indemnify and hold harmless the Released Parties for and from any and all losses, claims, demands, cause or causes of action or judgments of every kind and character which are or hereafter may be instituted against any of the Released Parties on account of any and all medical bills, expenses, wages, charges, Medicaid and/or Medicare benefits, liens or claims from any medical care provider, insurer, or other individual or entity, who provided treatment or services to the Releasor, and liens or claims of any other type which may or could be brought for attorneys' fees, contribution or indemnity, any and all statutory contractual or common law subrogation claims or liens, including, but not limited to, all hospital liens, Workers' Compensation liens, subrogation liens, Medicare or Medicaid liens, Social Security disability liens, health insurance liens, and Federal, State or local governmental liens. The Releasor further agrees to indemnify and hold harmless the Released Parties for and from any other claims or amounts that the Released Parties might be compelled to pay as a result of any such lien or subrogation interest, or the enforcement and satisfaction thereof. The Releasor represents and agrees that it is the intent of this Settlement Agreement that the Released Parties not bear any responsibility and/or liability to any medical care provider, insurer, or other individual or entity for any medical bill, expense, wage, charge, Medicaid or Medicare benefits, and/or lien of any type whatsoever.

Releasor understands that entering this Settlement Agreement and receipt of the settlement funds may affect the Releasor's rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits, and Plaintiff has been advised of those risks involved in accepting this settlement. The Releasor and his

attorney agree they are responsible for satisfying any and all Medicare, Medicaid and SCHIPP Extension Act of 2007 ("MMSEA") reporting requirements and any and all other conditions that may apply to Plaintiff, now or in the future, as related to 42 U.S.C. §1395y(b)(2), 42 C.F.R. §411.46(b)-(d) and 42 C.F.R. §411.47.

Should the Center for Medicare & Medicaid Services (CMS) or any of its affiliates or subcontractors, submit or make any claim, allegation, investigation, or otherwise inquire about any Medicare or Medicaid-related expenses alleged by CMS to be associated with this claim at any time in the future, Releasor expressly agrees to cooperate with the Released Parties or any of their agents, subsidiaries, or designees in responding to or addressing the claims raised by CMS. This includes, but is not limited to, providing the Released Parties with a consent form so they can transmit and receive data to and from CMS (including medical information), providing the Released Parties with details about any alleged expenses CMS claims is related to this claim, and any other information that is reasonably necessary to allow the Released Parties to properly address any claim by CMS.

4. This Agreement represents a compromise of disputed claims. Nothing contained in this Agreement constitutes, or will be construed as, an admission that any of the Defendant Officers and/or the City violated Mr. Vereen's constitutional rights, were negligent in any way or did anything wrong or improper.

5. Mr. Vereen is represented by Attorney Dan Barrett. Mr. Vereen represents that he understands the meaning and effect of this Agreement; that he is fully competent to enter into it, and that he is doing so knowingly and voluntarily without coercion or duress.

6. The parties to this Agreement may disclose the existence of a settlement and all provisions of this Agreement except that the amount of consideration paid to Mr. Vereen shall not be made public or disclosed to the press, media or any third party for a period of two years from the date on which the Bridgeport City Council

approves this Agreement. Additionally, for a period of five years from the date on which the Bridgeport City Council approves this Agreement, no party to this Agreement may disclose: 1. the nature, content and substance of any and all settlement negotiations and terms including, but not limited to statements, representations, comments, offers and demands of the parties, their attorneys and/or the Court; and, 2. any discovery materials, including deposition testimony, not filed with the court.

Notwithstanding the foregoing, the City of Bridgeport may disclose the amount of consideration paid to plaintiff to such employees, attorneys, City Council members and officials as may be reasonably necessary to fulfill its obligations hereunder, and plaintiff may disclose the amount of consideration paid to him under this Agreement to his spouse, parents, children, attorneys, accountants or other tax or financial advisors. The parties may also disclose the amount of consideration paid to plaintiff in response to a valid subpoena or as otherwise required by law and to the extent reasonably necessary to enforce a breach of this Agreement. No provision of this Agreement shall be construed to permit any portion of this Agreement, including the amount of consideration paid to plaintiff, to be withheld from inspection or copying under the Connecticut Freedom of Information Act. If any party to the Agreement violates the terms of this confidentiality provision, that party agrees to jointly pay the other parties liquidated damages not exceeding a total sum of Two Thousand (\$2,000.00) Dollars. Such liquidated damages shall be the sole remedy for a violation of this confidentiality provision.

7. This Agreement shall be construed in accordance with the laws of Connecticut, with the exception of its conflict of laws provision. This Agreement constitutes the complete understanding between the undersigned parties and cannot be modified except by a writing signed by both parties. This Agreement may be executed in counterparts which, when taken as a whole, shall constitute one valid and binding original.

8. This Agreement is expressly conditioned upon the City obtaining approval

from the City of Bridgeport Common Council. To the extent that the City of Bridgeport Common Council fails to approve this Agreement, this Agreement shall be null and void and no party will have any further obligation to the other.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

Woodrow Veeen

On this ____ day of _____, 2017, before me personally appeared Woodrow Vereen, who in my presence executed the foregoing Settlement Agreement and General Release, acknowledging such execution to be his free act and deed.

Notary Public

Commissioner of the Superior Court

My Commission Expires: _____

As to CITY OF BRIDGEPORT and All DEFENDANTS

By:

On this ____ day of _____, 2017, before me personally appeared _____ who in my presence executed the foregoing Agreement and General Release, acknowledging that he is authorized to and is signing this Agreement on behalf of the Bridgeport Defendants and City of Bridgeport.

Notary Public

Commissioner of the Superior Court

My Commission Expires: _____