

DOCKET NO. HHD-CV-15-6062296 S	:	SUPERIOR COURT
	:	
RAYMOND OSTASIEWSKI	:	
<i>Plaintiff</i>	:	JUDICIAL DISTRICT OF HARTFORD
	:	
v.	:	
	:	
STATE OF CONNECTICUT	:	
DEPARTMENT OF REVENUE	:	
SERVICES	:	
<i>Defendant</i>	:	MAY 25, 2018

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

WHEREAS, Raymond Ostasiewski (hereinafter "Plaintiff") brought suit in Superior Court in the Judicial District of Hartford, under Docket No. HHD-CV15-6062296-S, against the State of Connecticut Department of Revenue Services (hereinafter "Defendant" or "DRS"), alleging discrimination and retaliation based on age, depriving him his rights in violation of Conn. Gen. Stat. §46a-60a, *et seq*; and,

WHEREAS, the Defendant did deny, does deny, and does not hereby admit that it has engaged in any act or practice of denying equal employment opportunities in violation of any state or federal law;

WHEREAS, the Plaintiff and the Defendant have determined that global settlement of any and all claims, including but not limited to those raised in the Complaint in this matter would best serve their individual and collective interests; and

WHEREAS, the Plaintiff, having had an opportunity to consult with his attorney(s), and following actual consultation with his attorney(s), has consented and does hereby consent to this Settlement Agreement and General Release (hereinafter "Settlement Agreement") as his free act and deed, without coercion or duress, and agrees to be bound thereby; and

**WHEREAS** the Defendant, with advice and representation by its counsel, does hereby consent to this Settlement Agreement as its free act and deed, without coercion or duress, and agrees to be bound thereby;

**NOW THEREFORE**, without any adjudication of claims or defenses raised by any party, and in consideration of the mutual covenants and promises set forth in this Settlement Agreement, Plaintiff and Defendant agree as follows:

1. The Plaintiff hereby stipulates to a withdrawal with prejudice of Raymond Ostasiewski v. State of Connecticut Department of Revenue Services, Civil No. HHD-CV-15-6062296 S. The parties, through the Defendant's counsel, shall file a withdrawal with the State of Connecticut Superior Court, Judicial District of Hartford upon a full execution of this Settlement Agreement by all parties.

2. By entering into this Settlement Agreement, Defendant is not admitting to any violation of state or federal law, or to the deprivation of any right or to have caused any injury to Plaintiff by any actions or omissions on the part of the Defendant or any of its agents.

3. Plaintiff agrees to retire from state service by July 1, 2018. Plaintiff further agrees to submit his retirement papers by June 14, 2018 indicating his retirement date of July 1, 2018, provided that he has received a fully executed version of this Settlement Agreement by that date, and forgoes any right to rescind said retirement.

4. Plaintiff agrees to withdraw any and all pending grievances, internal or external complaints filed against, regarding or related to the Defendant, from the beginning of time to the date of his signature on this Settlement Agreement.

5. Plaintiff agrees not to apply for, re-apply for, or accept future employment with Department of Revenue Services. Plaintiff hereby forever waives any employment or

reemployment rights he had, has or may have had to be employed again with Department of Revenue Services at any point in the future. If such an offer of employment with Department of Revenue Services is made, Plaintiff shall reject such offer. If Plaintiff accepts such employment in violation of this Settlement Agreement, it shall be incontestable grounds for summary discharge at any time without right of appeal in any forum. This Settlement Agreement does not restrict the Plaintiff from applying to, or accepting future employment from, any other Connecticut state agency, department, institution or other state entity.

6. The State of Connecticut Department of Revenue Services will give Plaintiff a three year retroactive promotion to a Revenue Services Tax Supervisor ("RSTS") position, effective on June 22, 2018 provided Plaintiff submits his retirement papers in accordance with paragraph three of this Settlement Agreement. In connection with that promotion, Plaintiff will be paid at pay scale AR 31, step 9, as of June 22, 2018. The State of Connecticut Department of Revenue Services shall also pay to the Plaintiff a total of \$21,568.00 (Twenty-One Thousand Five Hundred and Sixty Eight dollars) for back pay based on a three year retroactive promotion to a Revenue Services Tax Supervisor ("RSTS") position less any withholdings and taxes, on June 22, 2018 provided Plaintiff submits his retirement papers in accordance with paragraph three of this Settlement Agreement. In addition, a check from the State of Connecticut on behalf of DRS in the amount of \$10,000.00 (Ten Thousand dollars) for attorney's fees and costs, will be paid to Madsen, Prestley & Parenteau, LLC, within 30 calendar days of the full execution of this Agreement. These settlement payments represent a full and complete settlement of any and all claims, monetary or otherwise, arising from Raymond Ostasiewski v. State of Connecticut Department of Revenue Services, Civil No. HHD-CV-15-6062296 S. The check for attorney's fees and costs shall be sent to Attorney Todd Steigman, Madsen, Prestley and Parenteau, LLC,

402 Asylum Street, Hartford, CT 06103. The Plaintiff understands and agrees that the State of Connecticut will report its payments of the settlement proceeds described in this paragraph to all appropriate taxing authorities, and the Defendant makes no representation regarding the tax consequences of these payments. The Plaintiff will complete federal and state W-4 and W-9 forms and shall attach said W-4 and W-9 forms to this Settlement Agreement. The State of Connecticut makes no representations or warranties regarding the issue of Plaintiff's tax liability in relation to the settlement payment and encourages the Plaintiff to seek the advice of an accountant or tax attorney.

7. The parties agree and understand that this Settlement Agreement does not constitute an admission of any kind by DRS, or any other agency, official or employee of the State of Connecticut, of any liability or wrongdoing whatsoever, and may not be used in any pending or future legal proceeding, except as may be necessary to enforce the provisions of this Settlement Agreement, or as otherwise allowed by law.

8. This Settlement Agreement constitutes the entire agreement between the parties, and the full and final settlement of any and all claims between and among the parties, which have existed, presently exist or may in the future exist arising out of the claims made in this action.

9. The Plaintiff agrees that the payments set forth above are the only payments to be made by or on behalf of the Defendant in connection with the claims asserted by the Plaintiff, including any and all claims for back pay, front pay, punitive damages, double damages, compensatory damages (including emotional distress), liquidated damages, and any claims for costs, interest, attorney's fees, or other litigation expenses. However, nothing in this Agreement constitutes any waiver or release of any rights that Plaintiff has to the payment of any leave

accruals or any vested benefits, such as pension or retirement benefits, or any other payments or benefits to which Plaintiff is otherwise entitled.

10. In consideration of the terms and conditions described in this agreement, Plaintiff individually for himself, his heirs and assigns hereby irrevocably, voluntarily and knowingly releases and discharges Defendant DRS, any agents or employees of DRS or of the State of Connecticut, any agency of the State of Connecticut, and/or any former or future officers, servants, agents or employees of the State of Connecticut, either in their official or individual capacities, and the State of Connecticut itself, from any and all claims, demands, obligations, actions, causes of action, lawsuits, administrative proceedings, rights, damages, costs, loss of services, expenses and compensation of any nature whatsoever, whether sounding in tort, contract or some other theory of recovery, for any matter prior to and including the date of his signature on this Settlement Agreement, including but not limited to those matters which have been raised or could have been raised in any way, growing out of any incident(s) which are the subject of the case of Raymond Ostasiewski v. State of Connecticut Department of Revenue Services, Civil No. HHD-CV-15-6062296S without limitations, any and all damages to the Plaintiff, known or unknown, which have resulted or may result from the alleged acts or omissions of the Defendant or any of its present and former employees, officers, servants or agents. However, nothing in this Settlement Agreement constitutes any waiver or release of any rights that Plaintiff has to the payment of any leave accruals or any vested benefits, such as pension or retirement benefits, or any other payments or benefits to which Plaintiff is otherwise entitled.

11. The Plaintiff represents that he is able to read the language, and he understands the meaning and effect of this Settlement Agreement. The Plaintiff further acknowledges that he

has executed this Settlement Agreement knowingly and voluntarily.

12. Plaintiff represents and agrees that he fully understands his right to discuss any and all aspects of this Settlement Agreement with his attorney(s), and that he has availed himself of this right to the full extent he desired to do so. Plaintiff further represents and agrees that he has carefully read and fully understood all of the provisions of this Settlement Agreement, that he had a reasonable amount of time in which to review and consider this Settlement Agreement and that he has the capacity to enter into this Settlement Agreement.

13. This is the entire agreement between the Plaintiff and the Defendant and the full and final settlement of any and all claims between and among the parties, which have existed, presently exist or may in the future exist arising out of the claims made in this action. It may not be modified or canceled in any manner except by a writing signed by the Plaintiff and the Defendant. The Defendant has made no promises to the Plaintiff other than those set forth in this Settlement Agreement.

14. This Settlement Agreement shall bind the parties, their agents, heirs, administrators, representatives, executors, successors and assigns.

15. This Settlement Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. Unless the context indicates otherwise, the term "or" shall be deemed to include the term "and" and the singular or plural number shall be deemed to include the other.

16. This Settlement Agreement shall be governed by the substantive laws of the State of Connecticut.

17. The provisions of this Settlement Agreement are severable. If any part of it is found unenforceable, all other provisions shall remain fully valid and enforceable, unless the unenforceable provision is an essential element of the bargain.

18. This Settlement Agreement is effective on the date that it is signed by *all* parties to this agreement; it may be signed in counterparts which, when integrated, shall constitute a single, binding Agreement. The parties also agree that a copy or .pdf version of a parties' execution of this Agreement shall be as valid as an original.

19. To the extent any provision of his Separate Agreements involve the release of his rights and privileges under the Age Discrimination in Employment Act, the Plaintiff understands that federal law gives him 21 days to review this Settlement Agreement before signing it.

20. The Plaintiff understands that federal law gives him the right to revoke the Agreement within seven (7) days after signing the Settlement Agreement.

21. The Plaintiff agrees that any such revocation must be made in writing and submitted by the end of the last day of the revocation period to the Defendant's attorney, Attorney Inez M. Diaz Galloza, as follows:

Attorney Inez M. Diaz Galloza  
Assistant Attorney General  
Office of the Attorney General  
55 Elm Street  
Hartford, CT 06141-0120  
Fax.: (860) 808-5383  
[Inez Diaz-Galloza@ct.gov](mailto:Inez.Diaz-Galloza@ct.gov)

22. The Defendant was represented by legal counsel in this matter and had an opportunity to and did review this Settlement Agreement with its attorney, and understands its meaning and effect. The Defendant acknowledges that it has executed this Settlement Agreement knowingly and voluntarily.

23. The Parties agree that this Settlement Agreement will be treated as an order of the Court with all the rights and obligations attendant thereto.

24. The parties agree that this complaint is settled with prejudice and without costs.

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PLAINTIFF



Raymond Ostasiewski

05/29/2018

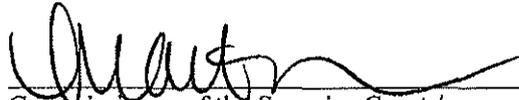
Date

STATE OF CONNECTICUT )  
COUNTY OF Hartford )

ss. Hartford

On this the 29<sup>th</sup> day of May 2018, before me, the undersigned officer, personally appeared **Raymond Ostasiewski**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained, as his free act and deed.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.



Commissioner of the Superior Court

Notary Public

My Commission expires:

**MARITZA TORRES**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES AUG. 31, 2022

EDG

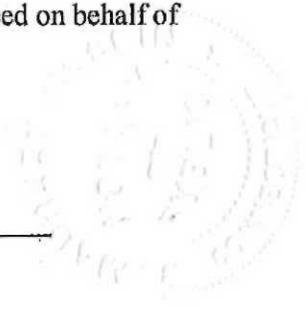
DEFENDANT,  
STATE OF CONNECTICUT  
DEPARTMENT OF REVENUE SERVICES

BY: [Signature] 5/30/18  
Joseph Mooney, Acting Commissioner Date  
Authorized Representative of Defendant  
Deputy CMT.

STATE OF CONNECTICUT )  
COUNTY OF Hartford ) ss. \_\_\_\_\_

On this 30<sup>th</sup> day of May 2018, before me personally appeared Joseph Mooney, who acknowledged himself to be the duly authorized representative for the Defendant, **State of Connecticut Department of Revenue Services**, and that he being so, and in that capacity, executed the foregoing instrument for the purpose therein contained by signing the foregoing Settlement Agreement as his free act and deed on behalf of the Defendant.

[Signature]  
Commissioner of the Superior Court /  
Notary Public  
My Commission expires: 10/31/19



**WITHDRAWAL**

JD-CV-41 Rev. 1-18

STATE OF CONNECTICUT  
SUPERIOR COURT  
www.jud.ct.gov**ADA NOTICE**

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at [www.jud.ct.gov/ADA](http://www.jud.ct.gov/ADA).

## Instructions:

1. Complete this form by selecting any applicable withdrawal categories below.
2. File with the clerk.

Docket number <b>HHD-CV-15-6062296-S</b>
Return date (For Civil and Housing cases only) <b>Oct-13-2015</b>
Answer date (For Small Claims cases only)

Name of case (First-named Plaintiff vs. First-named Defendant)

**OSTASIEWSKI, RAYMOND v. STATE OF CT, DEPARTMENT OF REVENUE SERVICES**

<input checked="" type="checkbox"/> Judicial District	<input type="checkbox"/> Housing Session	Address of court (Number, street, town and zip code) <b>95 WASHINGTON STREET HARTFORD, CT 06106</b>
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**Dispositive (Complete) Withdrawal**

(Do not check the following two boxes if any intervening complaints, cross complaints, counterclaims, or third party complaints remain pending in this case. See below for partial withdrawal of action.)

(WDACT)  The Plaintiff's action is WITHDRAWN AS TO ALL DEFENDANTS without costs to any party.(WOARD)  A judgment has been rendered against the following Defendant(s):

\_\_\_\_\_ and the Plaintiff's action is WITHDRAWN AS TO ALL REMAINING DEFENDANTS without costs.

**Partial Withdrawal**

The following pleading(s), motion(s) or other paper(s) in the case named above is or are withdrawn:

(WDCOMP) <input type="checkbox"/> Complaint	(WAPPCOM) <input type="checkbox"/> Apportionment Complaint
(WOC) <input type="checkbox"/> Counterclaim	(WDINTCO) <input type="checkbox"/> Intervening Complaint
(WDCC) <input type="checkbox"/> Cross Complaint (cross claim)	(WDTNPC) <input type="checkbox"/> Third Party Complaint
(WDCOUNT) <input type="checkbox"/> Counts of the complaint: _____	

(WOAAP)  Plaintiff(s): \_\_\_\_\_(WOAAD)  Complaint against defendant(s): \_\_\_\_\_ only without costs(WOM)  Motion: \_\_\_\_\_ Other: \_\_\_\_\_**Signature of Filer(s)**

Party **D-01 STATE OF CT, DEPARTMENT OF REVENUE**; By **INEZ MARIA DIAZ-GALLOZA** Attorney or Self-represented party

Party \_\_\_\_\_; By \_\_\_\_\_ Attorney or Self-represented party

Party \_\_\_\_\_; By \_\_\_\_\_ Attorney or Self-represented party

Party \_\_\_\_\_; By \_\_\_\_\_ Attorney or Self-represented party

Name & Address of Filer(s): **INEZ MARIA DIAZ-GALLOZA**  
**Office of the Attorney General, 55 Elm Street, P.O. Box 120 Hartford, CT 06141**

**Certification**

I certify that a copy of this document was or will immediately be mailed or delivered electronically or non-electronically on (date) Jun-22-2018 to all attorneys and self-represented parties of record and that written consent for electronic delivery was received from all attorneys and self-represented parties of record who received or will immediately be receiving electronic delivery.

Name and address of each party and attorney that copy was or will be mailed or delivered to\*  
**MADSEN & PRESTLEY & PARENTEAU LLC - 402 ASYLUM STREET/HARTFORD, CT 06103**

**For Court Use Only**

\*If necessary, attach additional sheet or sheets with name and address which the copy was or will be mailed or delivered to.

Signed (Signature of filer) ▶ <b>414064</b>	Print or type name of person signing <b>INEZ MARIA DIAZ-GALLOZA</b>	Date signed <b>Jun-22-2018</b>
Mailing address (Number, street, town, state and zip code) <b>AG-EMPLOYMENT RIGHTS DPT 55 ELM ST PO BOX 120 HARTFORD, CT 06141</b>		Telephone number <b>8608085340</b>

**WITHDRAWAL**  
JD-CV-41 Rev. 1-18

STATE OF CONNECTICUT  
SUPERIOR COURT  
www.jud.ct.gov

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1. Complete this form by selecting any applicable withdrawal categories below.  
2. File with the clerk.

Name of case (First-named Plaintiff vs. First-named Defendant)

**OSTASIEWSKI, RAYMOND v. STATE OF CT, DEPARTMENT OF REVENUE SERVICES**

<input checked="" type="checkbox"/> Judicial District	<input type="checkbox"/> Housing Session	Address of court (Number, street, town and zip code) <b>95 WASHINGTON STREET HARTFORD, CT 06106</b>
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**Dispositive (Complete) Withdrawal**

(Do not check the following two boxes if any intervening complaints, cross complaints, counterclaims, or third party complaints remain pending in this case. See below for partial withdrawal of action.)

(WDACT)  The Plaintiff's action is WITHDRAWN AS TO ALL DEFENDANTS without costs to any party.

(WOARD)  A judgment has been rendered against the following Defendant(s):

\_\_\_\_\_ and the Plaintiff's action is WITHDRAWN AS TO ALL REMAINING DEFENDANTS without costs.

**Partial Withdrawal**

The following pleading(s), motion(s) or other paper(s) in the case named above is or are withdrawn:

(WDCOMP) <input type="checkbox"/> Complaint	(WAPPCOM) <input type="checkbox"/> Apportionment Complaint
(WOC) <input type="checkbox"/> Counterclaim	(WDINTCO) <input type="checkbox"/> Intervening Complaint
(WDCC) <input type="checkbox"/> Cross Complaint (cross claim)	(WDTHPC) <input type="checkbox"/> Third Party Complaint
(WDCOUNT) <input type="checkbox"/> Counts of the complaint: _____	
(WOAAP) <input type="checkbox"/> Plaintiff(s): _____	
(WOAAD) <input type="checkbox"/> Complaint against defendant(s): _____ only without costs	
(WOM) <input type="checkbox"/> Motion: _____	
<input type="checkbox"/> Other: _____	

**Signature of Filer(s)**

Party <b>P-01 RAYMOND OSTASIEWSKI</b>	: By <b>MADSEN &amp; PRESTLEY &amp; PARENTEAU LLC</b>	Attorney or Self-represented party
Party _____	: By _____	Attorney or Self-represented party
Party _____	: By _____	Attorney or Self-represented party
Party _____	: By _____	Attorney or Self-represented party

Name & Address of Filer(s): **TODD D STEIGMAN**  
**402 Asylum Street, Hartford CT 06103**

**Certification**

I certify that a copy of this document was or will immediately be mailed or delivered electronically or non-electronically on (date) **Jul-2-2018** to all attorneys and self-represented parties of record and that written consent for electronic delivery was received from all attorneys and self-represented parties of record who received or will immediately be receiving electronic delivery.

Name and address of each party and attorney that copy was or will be mailed or delivered to*	<b>INEZ DIAZ-GALLOZA - AG-EMPLOYMENT RIGHTS DPT/55 ELM ST PO BOX 120/HARTFORD, CT 06141</b>	<b>For Court Use Only</b>
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*If necessary, attach additional sheet or sheets with name and address which the copy was or will be mailed or delivered to.		
Signed (Signature of filer) <b>425241</b>	Print or type name of person signing <b>TODD D STEIGMAN</b>	Date signed <b>Jul-2-2018</b>
Mailing address (Number, street, town, state and zip code) <b>&amp; PARENTEAU, LLC 402 ASYLUM STREET HARTFORD, CT 06103</b>		Telephone number <b>860-246-2466</b>

**State of Connecticut  
Office of the State Comptroller**  
Hartford, CT 06106-1775

OSCM1 15533374 0000027079  
MADSEN PRESTLEY & PARENTEAU LLC

402 ASYLUM ST  
HARTFORD, CT 06103

BU OSCM1  
Agency Name State Comptroller's Office  
Reference Number 15533374  
Payment Date 06/21/2018  
Payment Amount 10,000.00

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Taken	Late Charge	Paid Amount
RAYMOND OSTASIEWSKI v. SOC DRS	06/01/2018	00061704	10,000.00	0.00	0.00	10,000.00

Check Date: 06/21/2018      Supplier Number: 0000027079      Check No: 15533374

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If additional information is required, please call State Comptroller's Office at (860)702-3693

**THIS CHECK IS BLUE. THE BACK CONTAINS A STATE SEAL WATERMARK. HOLD AT AN ANGLE TO VERIFY.**

CO-205 (NEW 3-17)

Office of the State Comptroller to the State Treasurer

51-44/119 CT

AGENCY NAME State Comptroller's Office  
BUSINESS UNIT OSCM1

BANK OF AMERICA  
Hartford, CT 06110

VENDOR CHECK NO.  
15533374

PAYMENT AMOUNT TEN THOUSAND AND XX/100 DOLLARS

PAY TO THE ORDER OF  
MADSEN PRESTLEY & PARENTEAU-LLC

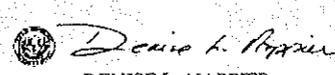
Payment Date 06/21/2018

Payment Amount \$ 10,000.00

NOT VALID UNLESS SIGNED BY BOTH  
STATE COMPTROLLER AND STATE TREASURER

  
KEVIN LEMBO

COMPTROLLER - STATE OF CONNECTICUT

  
DENISE L. NAPIER

TREASURER - STATE OF CONNECTICUT

⑈ 15533374 ⑈ ⑆ 011900445 ⑆ 57437888 ⑈