

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“**AGREEMENT**”) is made between **MONROE RE, LLC and CT YA SERVICES, LLC D/B/A NEWPORT ACADEMY** (collectively, the “**PLAINTIFFS**”) and **TOWN OF FAIRFIELD, CONNECTICUT** (the “**TOWN**”) and **BRENDA L. KUPCHICK** (collectively, “**DEFENDANTS**” and, together with **PLAINTIFFS**, the “**PARTIES**”) with respect to the following:

RECITALS

A. **PLAINTIFFS** filed an action in the U.S. District Court for the District of Connecticut on January 19, 2021, and an amended complaint on March 30, 2021 (Case No. 21-cv-78) (the “**LITIGATION**”), alleging **DEFENDANTS** violated the Fair Housing Act, the Americans with Disabilities Act, the Rehabilitation Act of 1973 and the Connecticut Fair Housing Act with respect to certain actions involving **PLAINTIFFS**’ attempt to establish two group homes for young adults with mental health disabilities as mental health residential living centers (“**MHRLCs**”) located, respectively, at 2495 Redding Road and 3236 Congress Street, in the Greenfield Hill neighborhood of Fairfield, Connecticut (the “**PROPERTIES**”).

B. **DEFENDANTS** deny and dispute all claims of wrongful or discriminatory conduct alleged in **PLAINTIFFS**’ Complaint filed in the **LITIGATION**, and it is expressly understood that this **AGREEMENT** is not an admission of liability under the Fair Housing Act or any other law; that **DEFENDANTS** specifically deny liability for any and all claims in the **LITIGATION**; and that **DEFENDANTS** enter into this **AGREEMENT** merely to avoid the expense and inconvenience of continued litigation.

C. In order to avoid the substantial expense and inconvenience of further litigation, the **PARTIES** now desire to fully and finally settle all claims on the terms set forth in this **AGREEMENT**. This settlement includes all claims asserted in the **LITIGATION**, and any claims or potential claims arising at any time from any transactions or occurrences prior to the Effective Date between **PLAINTIFFS** and **DEFENDANTS**.

D. The “Effective Date” means the date on which the final signature of all **PARTIES** is applied to the **AGREEMENT**.

THEREFORE, IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

1. Granting of Reasonable Accommodation and Issuance of Certificates of Occupancy. The **TOWN** hereby grants a reasonable accommodation to **PLAINTIFFS** to permit them to operate each of the **PROPERTIES** for six (6) young adults with mental health disabilities and shall, within four (4) business days of the Effective Date, issue Certificates of Occupancy for each of the **PROPERTIES**, substantially in the form attached as Exhibits A and B. Furthermore, the **TOWN** will cooperate with **PLAINTIFFS** with respect to any additional necessary permits or permissions to operate the **PROPERTIES** and will treat the **PROPERTIES** in the same manner as any residential property in the AAA District with respect to any additional permits or permissions required to operate.

2. Defense of Zoning Board of Appeals and Certificate of Occupancy Decisions. Within thirty (30) days of the Effective Date, the **TOWN** will file a notice in two matters now pending in the Connecticut Superior Court, Charles Glover, et al. v. Zoning Board of Appeals of the Town of Fairfield, Connecticut Superior Court, JD of Fairfield at Bridgeport, Docket No. FBT-CV19-6090952-S, and Joseph Cirillo, et al. v. Zoning Board of Appeals of the Town of Fairfield, Connecticut Superior Court, JD of Fairfield at Bridgeport, Docket No. FBT-CV19-6090954-S, stating that the **LITIGATION** has been resolved and that certificates of occupancy have been issued for each of the **PROPERTIES**. Thereafter, the **TOWN** will defend in good faith the decisions of the Fairfield Zoning Board of Appeals with respect to the issuance of building permits for the **PROPERTIES**. The **TOWN** further will defend in good faith any challenge concerning **DEFENDANTS'** issuance of the Certificates of Occupancy for the **PROPERTIES** in accordance with the terms of this **AGREEMENT**..

3. Neutrality. After the Effective Date, **DEFENDANTS** shall neither encourage nor cooperate with members of Neighbors for Neighborhood Preservation, Inc. or other residents of Fairfield in any efforts to oppose operation of the **PROPERTIES**. In the event of future disputes between Fairfield residents and **PLAINTIFFS**, **DEFENDANTS** will not actively encourage the opponents and will conduct themselves in a neutral fashion with respect to resolving any such dispute.

4. Compliance with Local Ordinances. With the benefit of the reasonable accommodation granted in Paragraph 1, above, to permit **PLAINTIFFS** to operate each of the **PROPERTIES** for six (6) young adults with mental health disabilities, **PLAINTIFFS** shall abide by all land use ordinances and regulations applicable to single-family homes in the AAA zoning district in which the **PROPERTIES** are located. In the event **PLAINTIFFS** desire any future land use or zoning accommodations with respect to the **PROPERTIES**, they will seek them through the ordinary zoning processes applicable to single-family homes in the AAA zoning district in which they are located.

5. Equal Treatment. **DEFENDANTS** shall treat the **PROPERTIES** in the same manner as single-family homes located in the AAA zoning district in which the **PROPERTIES** are located. As part of this **AGREEMENT**, **DEFENDANTS** will issue to **PLAINTIFFS** the Certificates of Occupancy referenced in Paragraph 1, above. Thereafter, **DEFENDANTS** will not specifically target the **PROPERTIES** or **PLAINTIFFS** with respect to the enforcement of any local zoning or land use requirement and will enforce such requirements in the same manner in which they are enforced with respect to single-family homes in the AAA zoning district. **PLAINTIFFS** shall provide written notice to the **TOWN's** Planning Director of any alleged unequal zoning or land use enforcement activities and allow the **TOWN** 30 days to investigate such claims before **PLAINTIFFS** commence any legal or equitable actions against the **TOWN** arising out of any such claims. If **PLAINTIFFS** comply with the foregoing notice requirement, **DEFENDANTS** shall not defend against any future legal or equitable action by **PLAINTIFFS** against **DEFENDANTS** on the ground that **PLAINTIFFS** failed to allow **DEFENDANTS** reasonable time to investigate.

6. Representations. **PLAINTIFFS** make the following representations concerning the prospective use of the **PROPERTIES**:

a. Each of the **PROPERTIES** will serve as a residence for young adults with mental health disabilities. **PLAINTIFFS** will provide residential treatment services consistent with those described in the Certificate of Need issued pursuant to **PLAINTIFFS'** Agreed Settlement with the Connecticut Office of Health Strategy (Docket No. 19-32305-CON) dated July 7, 2020, permitting operation of each of the **PROPERTIES** as an MHRLC. Such services will include individual, family and/or group therapy, but will not include detoxification or other services that would require **PLAINTIFFS** to be licensed to care for residents with active substance use and satisfy more stringent fire code provisions. Young adult clients also may receive educational, career, and life skills services provided they are limited and ancillary in nature to the primary mission of the **PROPERTIES**. The average expected stay for young adult residents at each of the **PROPERTIES** is 45 days.

b. In addition to the six young adult residents in each home, **PLAINTIFFS** anticipate that 8-10 staff members will be on the premises between 8:00 a.m. and 5:00 p.m. on weekdays; 4-6 staff members will be on the premises during weekday evenings; and 2-3 awake staff members will be on the premises overnight. **PLAINTIFFS** shall take reasonable measures to ensure staffing consistent with the above anticipated staffing numbers and shall also have protocols in place to address rare instances of discharge against clinical advice and unobserved departure.

c. **PLAINTIFFS** shall strictly enforce appropriate parking and traffic safety rules in the neighborhood and will monitor speed and driver safety with GPS cameras installed in company vehicles. The **PROPERTIES** shall accommodate on premises all vehicles of staff, clients, and service providers that will be used on a daily basis, such that no street parking is required. In addition, **PLAINTIFFS** shall incentivize staff to take fewer car trips to the **PROPERTIES** to reduce traffic in and out of the homes. **PLAINTIFFS** anticipate that at each of the **PROPERTIES** there will be fewer than 10 parked vehicles between 8 a.m. and 5 p.m. and fewer than 5 parked vehicles during other hours, and they will endeavor to limit parking accordingly.

d. Residents shall use the outdoor areas of the **PROPERTIES** to engage in activities typical of an average household, including walking, reading, various sports, and socializing among the homes' residents. **PLAINTIFFS** do not intend to install an equestrian facility, other outdoor activity equipment, outdoor speakers or related forms of noise amplification equipment, external lighting components (other than typical walkway or driveway illumination) or external signage.

e. **PLAINTIFFS** shall employ trained personnel and implement structured supervision to ensure the safety and accountability of residents and shall have protocols in place to address discharge against clinical advice and unobserved departure. In addition, the **PROPERTIES** shall have physical security measures in place, such as a security system and door and window alarms.

f. **PLAINTIFFS** shall comply with requirements reasonably requested by the **TOWN** for purposes of ensuring privacy protections for neighbors of the **PROPERTIES**.

7. Compensation to Plaintiffs. **DEFENDANTS** agree to pay **PLAINTIFFS** a total of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) to resolve their claims for damages in the **LITIGATION**, including, but not limited to, all claims for monetary damages and attorneys' fees and costs (the "Settlement Payment"). The Settlement Payment shall be made by the TOWN's insurer, The Connecticut Interlocal Risk Management Agency ("CIRMA"), no later than thirty (30) days after the Effective Date. Prior to payment, **PLAINTIFFS** shall provide to **DEFENDANTS** a completed and executed Form W-9 for Relman Colfax, PLLC (entitled "Request for Taxpayer Identification Number and Certification").

8. Dismissal of the Litigation. Within five (5) business days of their receipt of the Settlement Payment, **PLAINTIFFS** shall file a Stipulation of Dismissal in the **LITIGATION** in the form attached hereto as Exhibit C.

9. Withdrawal of Request for HUD Compliance Review. Within five (5) business days of their receipt of the Settlement Payment, by written notice (with a copy to **DEFENDANTS'** counsel), **PLAINTIFFS** shall withdraw their request for a compliance review made to the Office of Fair Housing and Equal Opportunity (FHEO) of the US Department of Housing and Urban Development (HUD), Compliance Review Nos.: 01-21-R004-4, 01-21-R004-D, 01-21-R004-9, and shall advise FHEO and HUD that they have resolved any and all matters in dispute between **PLAINTIFFS** and **DEFENDANTS** concerning the **PROPERTIES**.

10. No Admission or Findings of Liability. The District Court in the **LITIGATION** has made no findings of wrongdoing by the **DEFENDANTS**. By agreeing to and voluntarily entering into this **AGREEMENT**, **DEFENDANTS** make no admission or concession that they are liable for the violation of any state or federal disability rights law or regulation. Neither the execution of this **AGREEMENT** nor the **AGREEMENT** itself constitutes an admission, agreement, acquiescence, or acknowledgement (a) of any liability or wrongdoing by **DEFENDANTS**, (b) that **DEFENDANTS** have breached any contract, committed any tort, violated any federal, state, or local statute, law, rule, regulation, or ordinance of any nature whatsoever, including, but not limited to, any federal, state, or local law against housing discrimination, or (c) of the merit of any claims, demands, actions, causes of action, damages, liabilities, losses, payments, obligations, costs or expenses (including, without limitation, attorneys' fees and costs) related to any of the foregoing, and **DEFENDANTS** expressly deny any such liability or wrongdoing. **DEFENDANTS** enter into this **AGREEMENT** solely for the purposes of amicably resolving any matters in controversy and all disputes or potential disputes between the **PARTIES**. Neither this **AGREEMENT** nor any part hereof shall be, or shall be used as, an admission of infringement, guilt or liability by anyone, at any time, for any purpose.

11. General Release of All Claims by Plaintiffs. Contingent on **PLAINTIFFS'** receipt of the Settlement Payment and execution of this **AGREEMENT** binding **DEFENDANTS** to the actions specified above, **PLAINTIFFS** irrevocably and absolutely release and discharge **DEFENDANTS**, their employees, agents, representatives, attorneys, successors, assigns, heirs, administrators and insurers, including, but not limited to, CIRMA (collectively, the "**RELEASED PARTIES**"), from all claims or causes of action, complaints, judgments, liens, indebtedness, damages, losses, (including attorneys' fees and costs), liabilities and demands of whatsoever kind and character that **PLAINTIFFS** may have against the **RELEASED PARTIES** arising from incidents or events alleged, or that could have been alleged, in the **LITIGATION** occurring or existing on or before the Effective Date of this

AGREEMENT, inclusive, without limitation, of all claims for any and all physical injuries, illness of any kind, pecuniary and non-pecuniary losses, damage or death, and all claims for attorneys' fees, costs, and expenses, and these claims shall collectively be referred to hereafter as "**RELEASED CLAIMS.**"

12. General Release of All Claims by Defendants. Contingent upon the execution of this **AGREEMENT**, **DEFENDANTS** and any **RELEASED PARTIES** irrevocably and absolutely release and discharge **PLAINTIFFS**, as well as all their attorneys, successors and assigns from any and all claims or causes of action, complaints, judgments, liens, indebtedness, damages, losses, (including attorneys' fees and costs), liabilities and demands of whatever kind and character that **DEFENDANTS** may have against the **PLAINTIFFS**, as well as their attorneys, successors and assigns, arising from incidents or events alleged in the **LITIGATION** occurring on or before the Effective Date of this **AGREEMENT** inclusive, without limitation, of all claims for any and all physical injuries, illness of any kind, pecuniary and non-pecuniary losses, damage or death, and all claims for attorneys' fees, costs, and expenses.

13. Breach. In the event of a breach, either **PARTY** may sue to enforce the provisions of this **AGREEMENT**.

14. Severability. Should it be determined by a court that any term of this **AGREEMENT** is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms of this **AGREEMENT** shall not be affected by the deletion of the unenforceable terms.

15. Modifications. This **AGREEMENT** may be amended only by a written instrument executed by all **PARTIES** hereto.

16. Cooperation. The **PARTIES** agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this **AGREEMENT**.

17. Entire Agreement. This **AGREEMENT** constitutes the entire and exclusive agreement between and among the **PARTIES** on the matters set forth herein, and any and all prior or contemporaneous agreements, understandings, promises, representations, warranties, and covenants, whether written or oral, and whether express, implied, or apparent, are hereby deemed to be merged into and made part of this **AGREEMENT**. This **AGREEMENT** may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the **PARTIES**. There are no unwritten or oral agreements between the **PARTIES**.

18. Binding Effect. This **AGREEMENT** shall bind the heirs, personal representatives, successors, and assigns of each **PARTY**, and it shall inure to the benefit of each **PARTY** and their respective heirs, successors, and assigns.

19. Counterparts. This **AGREEMENT** may be executed in counterparts. The execution of a signature page of this **AGREEMENT** shall constitute the execution of the **AGREEMENT**, and the **AGREEMENT** shall be binding on each **PARTY** upon that **PARTY'S** signing of such a counterpart. Each such original, facsimile or electronically-imaged copy of this **AGREEMENT** signed in counterpart by any of the Parties shall be deemed to be an original for all purposes.

20. Advice of Counsel. The **PARTIES** declare and represent that they are executing this **AGREEMENT** with full advice from their respective legal counsel, that they intend that this **AGREEMENT** shall be complete and shall not be subject to any claim of mistake, that the releases herein express a full and complete release and that, regardless of the adequacy or inadequacy of the consideration, each intends the releases herein to be final and complete. Each **PARTY** executes this release with the full knowledge that this release covers all possible claims to the fullest extent permitted by law.

21. Interpretation. This **AGREEMENT** has been negotiated at arm's-length between the **PARTIES** represented by legal counsel. Any rule of law or legal decision that would require interpretation of any ambiguities in this **AGREEMENT** against the **PARTY** that has drafted any particular provision is not applicable and is hereby waived.

22. Governing Law. This **AGREEMENT** shall be governed by and interpreted and enforced in accordance with the laws of the State of Connecticut, notwithstanding any contrary choice of law principles.

WHEREFORE, THE **PARTIES** HAVE VOLUNTARILY EXECUTED THIS **AGREEMENT** ON THE DATES SHOWN BELOW.

Monroe RE, LLC

Dated: 2/3/22

By: 
Joe Procopio, Chief Executive Officer

CT YA Services, LLC
d/b/a Newport Academy

Dated: 2/3/22

By: 
Joe Procopio, Chief Executive Officer

Town of Fairfield

Dated: 2-1-22

By: 
Brenda L. Kupchick, First Selectwoman
Town of Fairfield

Dated: 2-1-22



Brenda L. Kupchick

EXHIBIT A



Certificate #

TOWN OF FAIRFIELD

CERTIFICATE OF OCCUPANCY

_____, 20____ Code 2015 IEBC/2018 CSBC

Map # 218 Lot # 15 This is to certify that the building at 2495 REDDING ROAD

Owner MONROE RE LLC Under Permit No: 158805

Conforms to the requirements of the State Building Code & of the Town of Fairfield & is hereby approved for Occupancy

CONVERT FROM SINGLE FAMILY USE TO RESIDENTIAL GROUP HOME USE FOR UP TO 6 RESIDENTS WITH STAFF**OCCUPANCY DEFINED AS MENTAL HEALTH RESIDENTIAL LIVING CENTER, SEE BELOW**

Fire Marshal Approval Date _____ By _____

Health Dept Approval Date _____ By _____

Zoning Dept Approval Date _____ By _____

Sewer Dept Approval Date _____ By _____

Conservation Dept approval Date _____ By _____

Engineering Dept Approval Date _____ By _____

Remarks: PER SETTLEMENT AGREEMENT IN CT USDC CASE NO.3: 21-cv-00078 (MPS)

SHAWN REED
CHIEF BUILDING OFFICIAL

EXHIBIT B



Certificate #

TOWN OF FAIRFIELD

CERTIFICATE OF OCCUPANCY

_____, 20____ Code 2015 IEBC/2018 CSBC

Map # 152 Lot # 30 This is to certify that the building at 3236 CONGRESS STREET

Owner MONROE RE LLC Under Permit No: 158806

Conforms to the requirements of the State Building Code & of the Town of Fairfield & is hereby approved for Occupancy

CONVERT FROM SINGLE FAMILY USE TO RESIDENTIAL GROUP HOME USE FOR UP TO 6 RESIDENTS WITH STAFF**OCCUPANCY DEFINED AS MENTAL HEALTH RESIDENTIAL LIVING CENTER, SEE BELOW**

Fire Marshal Approval Date _____ By _____

Health Dept Approval Date _____ By _____

Zoning Dept Approval Date _____ By _____

Sewer Dept Approval Date _____ By _____

Conservation Dept approval Date _____ By _____

Engineering Dept Approval Date _____ By _____

Remarks: PER SETTLEMENT AGREEMENT IN CT USDC CASE NO.3: 21-cv-00078 (MPS)

SHAWN REED
CHIEF BUILDING OFFICIAL

EXHIBIT C

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

MONROE RE, LLC
and CT YA SERVICES, LLC,
d/b/a NEWPORT ACADEMY,

Plaintiffs,

v.

TOWN OF FAIRFIELD, CONNECTICUT
and BRENDA L. KUPCHICK, individually
and in her official capacity as First
Selectwoman of the Town of Fairfield,

Defendants.

Civil Action

Case No. 3:21-cv-00078 (MPS)

February __, 2022

STIPULATION OF DISMISSAL

Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, the Plaintiffs, Monroe RE LLC and CT YA Services LLC d/b/a Newport Academy, and the Defendants, the Town of Fairfield and Brenda Kupchick, hereby stipulate that this action may be dismissed in full, with prejudice, and with the parties bearing their own attorneys' fees and costs, all matters in controversy having been fully settled and compromised between and among the parties.

DEFENDANTS

TOWN OF FAIRFIELD AND
BRENDA L. KUPCHICK

By: /s/ Douglas J. Varga

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Attorneys for Plaintiffs

CERTIFICATION

I hereby certify that a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the court's CM/ECF System.

Dated at Southport, Connecticut this ____ day of February, 2022.

/s/ Douglas J. Varga

Douglas J. Varga

