

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

TINA CURTIS,

Plaintiff,

v.

HOTEL & RESTAURANT EMPLOYEES &
BARTENDERS UNION LOCAL 217, AFL-CIO; THE
CITY OF NEW HAVEN; NEW HAVEN BOARD OF
EDUCATION,

Defendants.

Case No. 3:22-cv-00317

District Judge Robert N. Chatigny

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement” or “this Agreement”) is entered into between the following (“the Parties”): Plaintiff Tina Curtis; Defendant Hotel & Restaurant Employees & Bartenders Union Local 217, AFL-CIO (“Local 217”); Defendant City of New Haven (“City”); and Defendant New Haven Board of Education (“Board”).

RECITALS

Plaintiff filed a civil action in the United States District Court for the District of Connecticut (“District Court”), Case Number 3:22-cv-317 (“Case” or “the Case”).

To avoid the time, expense, and uncertainty of litigation, the Parties wish to resolve their differences and reach an end, compromise, and settlement of the Case as further set forth herein.

AGREEMENT

In consideration of the mutual execution of this Agreement and the releases and promises made in this Agreement by the Parties, the Parties agree as follows:

1. The Parties recognize that Plaintiff has resigned from Local 217 and that the union representation card signed by Plaintiff on March 6, 2019 is of no legal force or effect.
2. The Parties agree that the dues deductions from Plaintiff’s pay have ceased, and Defendants agree not to deduct nor cause to be deducted any monies, dues, and/or fees from Plaintiff’s wages or demand or accept any payment thereof by any other means or form unless and until Plaintiff knowingly and voluntarily elects in writing to become a member and/or to pay monies, dues, and/or fees to Local 217 in the future.

3. Local 217 and Board have removed, via Side Letter, the “Union Security” provision challenged in the Case from the collective bargaining agreement covering the bargaining unit in which Ms. Curtis is employed. *See* Ex. A to the Complaint in Case, ECF No. 1-1. That Side Letter is attached hereto as Exhibit A. Defendants represent that they shall not include such Union Security provisions in future collective bargaining agreements between them so long the United States Supreme Court’s decision in *Janus v. American Federation of State, County, & Municipal Employees, Council 31*, 138 S. Ct. 2448 (2018), remains controlling law.

4. Defendants will not present to employees in the bargaining unit covered by the collective bargaining agreement referenced in Paragraph 4 dues deduction authorizations that reference the “Union Security” provision or state that dues or fees to Local 217 are required as a condition of employment so long the United States Supreme Court’s decision in *Janus* remains controlling law.

5. Once the execution of this Agreement is complete, within five days thereafter Plaintiff will file a voluntary dismissal of this Case with prejudice as to all Defendants with the Court pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.

6. In return for Defendants’ obligations set forth under this Agreement, and as a further material inducement for Defendants to enter into this Agreement, Plaintiff, on behalf of herself, her successors-in-interest, heirs and assigns, and any other persons or entities who may claim through her or them, hereby generally, unconditionally, absolutely, and irrevocably for all time releases all Defendants in the Case and their officers, members, employees, agents, representatives, affiliates, attorneys, predecessors-in-interest, successors-in-interest, heirs, and assigns (“Releasees”) from any and all claims, demands, damages, debts, liabilities, controversies, obligations, attorneys’ fees, costs, expenses, actions, or causes of action whatsoever, whether based on constitution, tort, statute, regulation, ordinance, contract, common law, indemnity, rescission, or any other theory or recovery, arising under or encompassed within the claims of the Complaint, including all claims that were or could have been asserted concerning her resignation from membership in Local 217, authorization to deduct membership dues, fees, and/or any other monies from her wages, and/or revocation of such authorization, that accrued or accrue through the date the Parties execute this Agreement, whether for compensatory, punitive, equitable, or other relief (including but not limited to money damages, penalties, restitution, or injunctive or declaratory relief), and whether brought in a civil, administrative, arbitral, or any other forum (“Released Claims”). This release is intended to be interpreted in the broadest terms in favor of the release of Releasees, so as to avoid future litigation based upon any such claim, demand, liability, or cause of action.

7. Upon the Parties’ execution of this Agreement, Plaintiff shall be deemed to have fully, finally, and forever released the Defendants in the Case from all Released Claims. Plaintiff’s release, however, is conditional and shall take effect unconditionally only upon Defendants’ complete execution and fulfilment of its obligations as set forth in Paragraphs 1 through 3 of this Agreement.

8. This Agreement constitutes a compromise, settlement, and release of disputed claims and is being entered into solely to avoid the burden, inconvenience, and expense of litigation. No Party to this Agreement admits any liability to the other Party with respect to any such claim settled pursuant to this Agreement. Each Party expressly denies liability as to every claim settled pursuant to this Agreement, which may be asserted by the other Party. Therefore, this Agreement is not to and will never be construed or deemed an admission or concession by any Party hereto of liability or

culpability at any time for any purpose concerning any claim being compromised, settled, and released pursuant to this Agreement.

9. The Parties agree to act in good faith and to cooperate fully with each other in carrying out the intent of this Agreement, and for that purpose the Parties agree to execute all additional documents as may prove reasonably necessary to accomplish that intent.

10. The failure of any Party at any time to require performance of any provision of this Agreement will not limit that Party's right to enforce the provision, nor will any waiver of any breach of any provision constitute a waiver of that provision itself.

11. This Agreement will be binding upon each of the Parties herein and their respective agents, representatives, executors, administrators, trustees, personal representatives, partners, directors, officers, board members, shareholders, members, agents, attorneys, insurers, employees, representatives, predecessors, successors, heirs, and assigns.

12. The provisions herein are not intended for the benefit of any third party, but solely for the Parties to this Agreement.

13. The undersigned Parties each further expressly warrant and represent to one another as follows:

- a. they have read this Agreement and have consulted with their respective attorneys concerning its contents and legal consequences and have requested any change in language necessary or desirable to effectuate their intent and expectations so that the rule of construction of contracts construing ambiguities against the drafting party shall be inapplicable;
- b. they have investigated the facts to the extent that they have deemed necessary in their sole discretion and have assumed any risk of mistake of fact and any facts proven to be other than or different from the facts now known to any of the Parties and therefore intend this Agreement to be binding without regard to any mistake of fact or law relating to the subject matter of this Agreement;
- c. this Agreement is being executed solely in reliance on their own respective judgment, belief, and knowledge of the matters set forth herein and on the advice of their respective attorneys following an independent investigation of all relevant matters to the extent they deem necessary and reasonable; and
- d. they have taken all actions and obtained all authorizations, consents, and approvals as are conditions precedent to their authority to execute this Agreement and thus warrant that they are fully authorized to bind the Party for which they execute this Agreement.

14. The foregoing warranties and representations will survive the execution and delivery of this Agreement.

15. The Parties hereby incorporate the Recitals set forth above as an integral part of this


Agreement and acknowledge the truth and accuracy of those Recitals.


16. This Agreement, including any exhibits hereto, is the entire, final, and complete agreement of the Parties relating to the subject of this Agreement and supersedes and replaces all prior or existing written and oral agreements between the Parties or their representatives relating thereto, except for any written terms and conditions which may be separately agreed to by Plaintiff and Local 217. Each Party acknowledges and affirms that no other Party in this Case has made any promise to them other than that which is expressly set forth in this Agreement and that said Party does not rely on any promises outside of this Agreement as inducement to enter into this Agreement.


17. No amendment or modification of this Agreement will be effective unless in writing that is executed by all of the Parties whose interests are affected by the modification.

18. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals, and with the same admissibility and effect as if all Parties had signed the same document. All such counterparts shall be construed together with and shall constitute one Agreement, but in making proof, it shall only be necessary to produce one such counterpart. A photocopy, facsimile, or electronic mail (email) transmission of this Agreement shall be as valid, admissible, and enforceable as an original.

THE PARTIES, BY THEIR SIGNATURES AND THOSE OF THEIR UNDERSIGNED AGENTS, HAVE EXECUTED THIS AGREEMENT AND AGREE TO BE BOUND BY IT.

Dated: 5/17/22 By: 
Tina Curtis
Plaintiff

Dated: 5/27/22 By: 
Josh Stanley
Authorized Agent for Local 217

Dated: 6/17/2022 By: 
Mayor Justin Elicker
Authorized Agent for City of New Haven

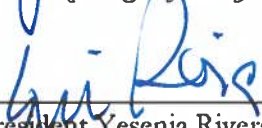
Dated: 6/2/2022 By: 
President Yesenia Rivera
Authorized Agent for New Haven Board of Education

Exhibit A

MEMORANDUM OF AGREEMENT

Whereas, the New Haven Board of Education (the "Board of Education") and the Hotel & Restaurant Employees & Bartenders Union, Local 217, AFL-CIO (the "Union") are parties to a collective bargaining agreement, and

Whereas, Article 2, Section 1 of the collective bargaining agreement provides:

Section 1 All employees, if not already members, shall within thirty (30) days following the effective date of this Agreement, as a condition of continued employment, become and remain a member of the Union in good standing or pay to the Union an agency fee in recognition of the services performed by the Union.

Whereas, the United States Supreme Court ruled in *Janus v. AFSCME* (2018) that agency fee provisions in public sector collective bargaining agreements are violative of the First Amendment rights of public employees, and

Whereas, following the issuance of that decision, the New Haven Board of Education has not required that members of the bargaining represented by the Union pay an agency fee or maintain their membership in the Union, and

Whereas, the contract must now be updated to reflect the practice of not requiring payment of agency fees or maintenance of membership in the Union,

Now, therefore, the Board of Education and the Union agree to amend Article 2, Section 1 of the collective bargaining agreement to read:

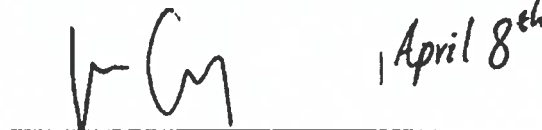
Section 1 All employees, if not already members, shall have the right to become a member of the Union by joining the Union and authorizing the Board of Education in writing to deduct for dues, which the Board will remit to the Union as set forth below. Employees who wish to withdraw from union membership may do so in accordance with procedures adopted by the Union in accordance with statute and legal precedent.

NEW HAVEN BOARD OF
EDUCATION

HOTEL & RESTAURANT EMPLOYEES &
BARTENDERS UNION, LOCAL 217, AFL-CIO



May 10, 2022



April 8th 2022

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