

Brian Croteau

v

Civil Action No. 5:17-cv-00207

City of Burlington

SETTLEMENT AGREEMENT

Following mediation, the parties have reached the following settlement agreement in reference to the following issues arising out of or related to the claims for compensation for alleged constitutional rights violations sustained by Brian Croteau, Sr. (and fees) as alleged in the Amended Complaint in the subject civil action.

1. Payment. Brian Croteau, Sr. (hereinafter "Plaintiff") shall be paid \$25,000 by an insurance company for the City of Burlington in the form of a check delivered to Lia Ernst, Esq., an attorney for Plaintiff made payable to the ACLU Foundation of Vermont.. This sum represents the full settlement amount to be paid for all alleged harms or losses and all fee and expense claims on Plaintiff's behalf inclusive of any claim for attorney's fees and costs.

2. Releases. Plaintiff shall provide a Release to Defendant. City Attorney Blackwood shall provide the specific release language to plaintiff's counsel for inclusion in the subject Release.

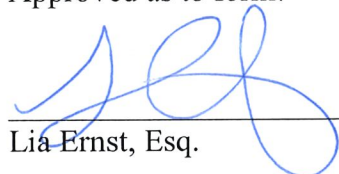
3. Policy. The attached document is the revised Policy that is a subject of this litigation. City Attorney Blackwood shall seek to obtain appropriate approval(s) of the City Council (and any committees, if appropriate). The City shall act in accordance with the attached draft Policy during the period of time between today and the date of approval by the City of the Policy in its final version.

BC
JK
E.B.
S.I.T.

4. Miscellaneous. This Agreement represents a compromise to avoid litigation. By making this Agreement, no Party makes any admission concerning the strength or weakness of any claim or defense. This Agreement is a comprehensive agreement; all prior understandings and discussions are merged into this Agreement. This Agreement may only be amended by a written instrument signed by all Parties. The Parties shall execute such additional documents as are reasonably requested to implement this Agreement. This Agreement shall be interpreted under the laws of the State of Vermont. All Parties were represented by counsel in the drafting of this Agreement. Any participation by the mediator in the drafting of this agreement was in their capacity as mediator in recording mutually agreeable settlement terms, and does not constitute legal advice to any of the Parties. The insurer(s) for the City of Burlington shall pay the entire mediator's fee. Otherwise, each party shall bear their own fees and expenses.

Dated at Burlington, Vermont this 26th day of November, 2019.

Approved as to form:



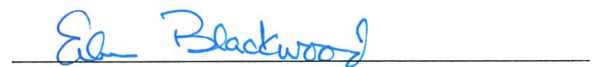
Lia Ernst, Esq.



Brian Croteau



Sean Toohy, Esq.



Eileen Blackwood, Esq.