

## RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement is entered into by and among Corporate Benefit Consultants, LLC, a Connecticut limited liability company, CBC of Connecticut, LLC, a Connecticut limited liability company, Joseph A. Fields, a resident of the State of Connecticut and Sonia A. Kaminsky, a resident of the State of Connecticut (collectively, "Plaintiffs") and the Board of Education for the City of Derby, including Derby Public Schools ("Derby BOE"), a Board of Education within the meaning of Connecticut General Statutes § 10-220 ("Defendant"). Plaintiffs and Defendant collectively are referred to hereinafter as the "Parties."

**WHEREAS**, Plaintiffs and Defendant executed two Letter Agreements, one with an execution date of January 29, 2010 and the other with an execution date of February 9, 2010 in connection with Plaintiffs providing insurance brokerage services to Defendant commencing July 1, 2010 and ending June 30, 2013 (collectively the "Agreements"). Copies of the Agreements are attached as Exhibit A;

**WHEREAS**, Plaintiffs commenced suit against the Defendant by way of Summons and Complaint dated November 29, 2011, which is pending in the Judicial District of Ansonia/Milford at Milford, Docket No. AAN-CV-12-6008409-S (the "Lawsuit"). Pursuant to the Lawsuit, Plaintiffs claim that Defendant breached the Agreements by terminating same on or about June 27, 2011.

**WHEREAS**, Defendant has denied any breach of the Agreements or that it owes Plaintiffs any monies pursuant to the Agreements;

**WHEREAS**, the Parties desire to avoid the expense, uncertainty and risk of litigation or other actions with respect to the Lawsuit;

**NOW WHEREFORE**, in consideration of the mutual covenants and obligations of this Release and Settlement Agreement and for other good and valuable consideration receipt of which is hereby acknowledged, the Parties agree to settle and compromise their dispute without any admission of liability as follows:

1. In consideration of the Parties' exchange of mutual releases and upon approval of this Release and Settlement Agreement by the Derby BOE, Plaintiffs agree to immediately file a withdrawal with prejudice of the pending Lawsuit, relinquishing any claims they may have as to the Lawsuit and/or the Agreements.

2. **Mutual Releases**

2.1 Plaintiffs and their present and former affiliates, parents, subsidiaries, related entities, predecessors, successors, assigns, directors, officers, attorneys, shareholders, members, principals, managers, partners, employees and all persons acting by, through, or for any of them, irrevocably and unconditionally release, acquit and forever discharge Defendant, its affiliates, parents, subsidiaries, predecessors, successors, assigns, board members, directors, officers, attorneys, shareholders, employees and related entities including, but not limited to, the City of Derby, and all persons acting by or for any of them, from any and all charges, complaints, causes of action, suits, rights, demands, costs, losses, debts and expenses, including attorneys' fees and costs of any nature whatsoever, arising from federal or state law, from statutory or common law, from contract or tort, at law or in equity, whether anticipated or

unanticipated, whether asserted or unasserted, relating in any way to the Lawsuit and/or the Agreements.

2.2 Defendant and its present and former affiliates, parents, subsidiaries, predecessors, assigns, directors, officers, attorneys, shareholders, board members, employees and all persons acting by, through, or for any of them, irrevocably and unconditionally release, acquit and forever discharge Plaintiffs, their affiliates, parents, subsidiaries, predecessors, successors, assigns, directors, officers, attorneys, shareholders, employees and all persons acting by or for any of them, from any and all charges, complaints, cause of action, suits, rights, demands, costs, losses, debts and expenses, including attorneys' fees and costs of any nature whatsoever, arising from federal or state law, from statutory or common law, from contract or tort, at law or in equity, whether anticipated or unanticipated, whether asserted or unasserted, relating in any way to the Lawsuit and the Agreements.

3. **Entire Agreement**

This Settlement Agreement is the entire agreement among the Parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral. It shall not be changed, except by a writing signed by all of the Parties hereto. The Parties acknowledge and represent that they are authorized to enter into this Release and Settlement Agreement.

4. **Savings Clause**

If any provision of this Settlement Agreement or the application of any provision hereof to any person or circumstances is held to be legally invalid, inoperative or unenforceable, then the remainder of this Settlement Agreement shall not be affected



unless the invalid provision substantially impairs the benefit of the remaining portions of this Settlement Agreement to the Parties.

5. **Assignment of Claim**

Plaintiffs acknowledge and represent that any interest owed or possessed by them in connection with the Agreements was sold, transferred and/or assigned to Brown & Brown of Connecticut, Inc. pursuant to an Asset Purchase Agreement dated June 13, 2011 and no further interest has been sold, transferred and/or assigned to any other person or entity and the Plaintiffs retain no remaining interest in the Agreements and/or any rights or benefits therein.

6. **Counterparts/Effective Date**

This Settlement Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding agreement.

7. **Governing Law**

This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to the rules of conflicts of law.

8. **Advice of Counsel**

The Parties represent and covenant that in executing this Settlement Agreement they have relied on the legal advice from an attorney of their own choice and have consulted with said attorney to their full satisfaction prior to executing this Settlement Agreement.



THE STATE OF CONNECTICUT )  
 )  
COUNTY OF HARTFORD )

This Release and Settlement Agreement was acknowledged before me on the \_\_\_\_\_ day of June, 2015, by Sonia A. Kaminsky, a resident of the State of Connecticut, as her free act and deed before me.

\_\_\_\_\_  
Commissioner of the Superior Court/Notary Public


THE STATE OF CONNECTICUT )  
 )  
COUNTY OF HARTFORD )

This Release and Settlement Agreement was acknowledged before me on the \_\_\_\_\_ day of June, 2015, by Joseph A. Fields, a resident of the State of Connecticut, as his free act and deed before me.

\_\_\_\_\_  
Commissioner of the Superior Court/Notary Public

THE STATE OF CONNECTICUT )  
 )  
COUNTY OF NEW HAVEN )

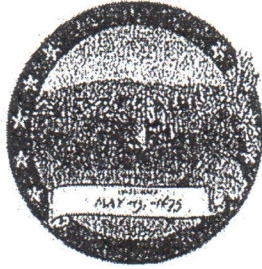
11<sup>th</sup> This Release and Settlement Agreement was acknowledged before me on the \_\_\_\_\_ day of June, 2015, by Dr. Matthew Conway, Superintendent and Authorized Agent of the Derby Board of Education, on behalf of said Board of Education.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 2-28-2017

# **EXHIBIT A**





Derby Public Schools

Letter of Agreement

By this letter, the Derby Public School System (District) engages Corporate Benefit Consultants, LLC (CBC) to provide insurance brokerage services to the District, including the preparation and presentation of expert testimony related to the negotiation and arbitration of contract issues between the Derby Board of Education (the Board) and its various employee organizations.

CBC will be retained as broker for the District through the life of the DEA Agreement commencing July 1, 2010. CBC will provide all brokerage services necessary to maintain the account and will assist the District with all of its health insurance needs.

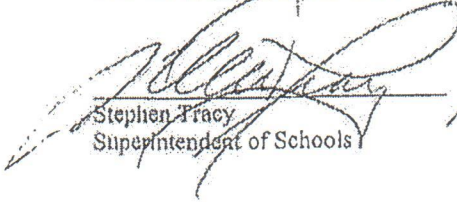
CBC will act as the exclusive representative of the District and will be compensated as the District's broker based upon the Anthem Fully Insured current standard commission schedule.

This arrangement will renew every three years except that either party may terminate by expressing its intent to the other party in writing at least three months prior to the expiration of the three year term.

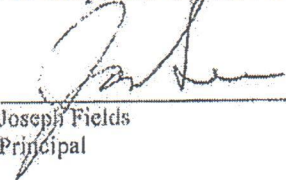
The District has reviewed the Request for Proposal (RFP) prepared by CBC and the related results and hereby grants permission to CBC to market such RFP and to conduct arbitration preparation.

For the Derby Public Schools

For Corporate Benefit Consultants LLC

  
Stephen Tracy  
Superintendent of Schools

  
Date

  
Joseph Fields  
Principal

  
Date





## Derby Public Schools

### Letter of Agreement

By this letter, the Derby Public School System (District) engages Corporate Benefit Consultants, LLC (CBC) to provide insurance brokerage services to the District, including the preparation and presentation of expert testimony related to the arbitration of contract issues between the Derby Board of Education (the Board) and the Derby Education Association (the DEA).

CBC will be retained as broker for the District through the life of the DEA *Agreement* commencing July 1, 2010. CBC will provide all brokerage services necessary to maintain the account and will assist the District with all of its health insurance needs.

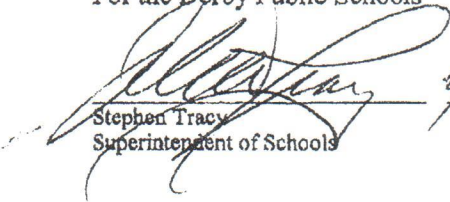
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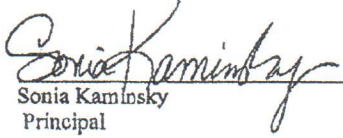
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For the Derby Public Schools

For Corporate Benefit Consultants LLC

  
Stephen Tracy  
Superintendent of Schools

2/9/10  
Date

  
Sonia Kaminsky  
Principal

1/25/10  
Date

LAW OFFICES

**SIEGEL, O'CONNOR, O'DONNELL & BECK, P.C.**

150 TRUMBULL STREET  
HARTFORD, CONNECTICUT 06103  
(860) 727-8900  
FAX (860) 527-5131

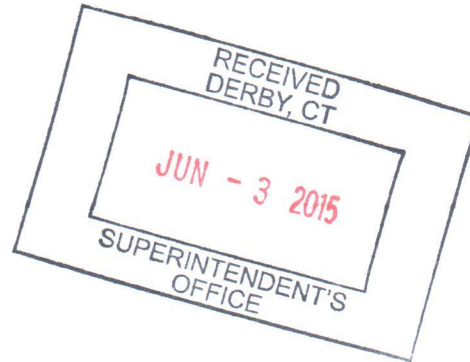
[www.siegeloconnor.com](http://www.siegeloconnor.com)

14 EUGENE O'NEILL DRIVE, SUITE 202  
NEW LONDON, CONNECTICUT 06320  
(860) 442-4747  
FAX (860) 442-4714

PLEASE REPLY TO HARTFORD OFFICE

May 29, 2015

VIA E-MAIL/FIRST CLASS MAIL  
([ericchester@fdclawoffice.com](mailto:ericchester@fdclawoffice.com))



Eric Chester, Esq.  
Ferguson, Doyle & Chester, P.C.  
35 Marshall Road  
Rocky Hill, CT 06067

**Re: Corporate Benefit Consultants, LLC v. Board of Education Town of Derby  
Docket No. AAN-CV-12-6008409-S**

Dear Attorney Chester:

Pursuant to the Asset Purchase Agreement dated June 13, 2011 between Brown & Brown of Connecticut, Inc. ("Brown & Brown") and Corporate Benefit Consultants, LLC, Joseph A. Fields and Sonia L. Kaminsky (collectively "Your Clients"), it is plainly evident that Corporate Benefit Consultants, LLC sold a number of its assets, including the insurance contract/agreement that is the subject of the foregoing litigation, to Brown & Brown. In addition, as part of this transaction, Corporate Benefit Consultants, LLC sold, assigned and/or transferred its name to Brown & Brown. A copy of the Asset Purchase Agreement (the "Agreement"), which validates these facts was e-mailed to you earlier today.

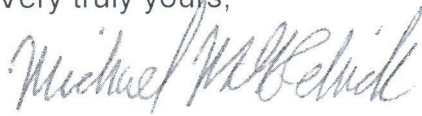
As you can see from the Agreement, Your Clients have no legal right or standing to bring any claim against the Derby Board of Education with respect to the Letter Agreement that is the basis of the above-referenced litigation. As of June 13, 2011, the Letter Agreement, which is the basis of Your Clients' complaint, was owned and held by Brown & Brown. In addition, the business name "Corporate Benefit Consultants, LLC" effective June 13, 2011, was the property of Brown & Brown. Your Clients have no good faith basis to bring this action and the above-referenced action should be withdrawn immediately, with prejudice. If this action is not withdrawn immediately, please be advised that the Derby Board of Education is prepared to bring claims against you, your firm and/or Your Clients for vexatious litigation and malicious prosecution. These

**SIEGEL, O'CONNOR, O'DONNELL & BECK, P.C.**

Eric Chester, Esq.  
Ferguson, Doyle & Chester, P.C.  
May 29, 2015  
Page 2

causes of action allow for the recovery of double and possibly treble damages. If you have any comments or questions concerning this matter, please do not hesitate to contact me.

Very truly yours,



Michael P. McGoldrick  
MPM/dlm  
Enclosure

cc: Derby Board of Education

*Lenette Marances*  
*Chairman*  
*Derby Board of Education*