

RELEASE AND SETTLEMENT AGREEMENT
Including Joint Tortfeasor Release

BENNIE S. KOFFA, (hereinafter the "**Releasor**"), for and in consideration of the sum of One Hundred Fifty Thousand Dollars and no cents (\$150,000.00), lawful money of the United States of America, paid in hand to his Attorney, Patricia Andrews, Esq., by and on behalf of the CITY OF WOONSOCKET, ROBERT STROM, MICHAEL ANNARUMMO, MICHAEL SIMPSON, RICHARD KING, LEGION INSURANCE COMPANY and MASSAMONT INSURANCE AGENCY, and all other persons and entities, and their respective officers, directors, principals, members, shareholders, agents, servants, shareholders, parent companies, subsidiaries, affiliates, employees and attorneys both present and former (hereinafter the "**Releasees**"), the receipt whereof is hereby acknowledged, as well as for the additional consideration of re-employment with the City of Woonsocket Department of Public Works in the position of light equipment operator, or its equivalent position, has remised, released and forever discharged, and by these presents does remise, release and forever discharge, the said Releasees of and from all debts, obligations, promises, covenants, agreements, contracts, controversies, suits, actions, causes of action, trespasses, damages, claims or demands, both in LAW and in EQUITY, which against the said Releasees, the Releasor ever had, now have or hereafter can, shall or may have, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of these presents.

More particularly, the Releasor forever releases and discharges the Releasees of and from any and all claims, actions, liens, damages, lawsuits or proceedings of any type or sort whatsoever concerning, pertaining or in any way relating to the events, accidents or incidents involving Bennie S. Koffa and the City of Woonsocket, or any employee or agent of the City of Woonsocket,

including the named defendants, which are alleged to have occurred between, on, or around any time from December 1997 to present, which the Releasor claims caused personal injuries, emotional distress, or other damages and losses. This release is intended to include, but is not limited to, a release all claims concerning, relating or pertaining to all events or occurrences which are alleged, or which could have been alleged, in a lawsuit entitled Bennie S. Koffa v. City of Woonsocket, et al., Civil Action No. 00-4755, pending in Providence Superior Court, Providence, Rhode Island.

The monies described herein will be payable to Releasor in the amounts of \$45,000.00 from the City of Woonsocket and \$105,000.00 from Legion Insurance Company. It is agreed that the amount payable from Legion Insurance Company represents compensation for Releasor's emotional distress, physical injury and sickness damages. This agreed upon characterization as emotional distress, physical injury and sickness damages in no way limits, modifies, alters or effects the other language, terms and/or conditions contained in this Release. The re-employment described herein is expressly conditioned upon the Releasor complying with those reasonable terms of employment and prerequisites to employment that apply to all employees of the Department of Public Works, and to those employees holding the position that Releasor will hold, to include possessing a valid driver's license, passing a physical examination and criminal background check, and completing all necessary employment paperwork. Should Releasor comply with terms and prerequisites to employment, the re-employment is to commence no later than January 1, 2002. Upon his re-employment, Releasor will not serve a probationary period of six months but will instead be immediately classified as a permanent employee.

For the same consideration mentioned above and for no additional consideration, the

Releasor also agrees to indemnify and hold harmless the Releasees from and against any claim arising from any lien, claim of lien, subrogation claim, claim under the Medical Care Recovery Act (42 U.S.C. §2651-§2653), claim for loss of consortium, claim for loss of parental society, or from any injuries or damages to the Releasor, arising out of or in any way related to the said events, accidents or incidents. In further consideration of the payment specified in this Release, the Releasors does hereby agree to defend, save harmless and indemnify the Releasees against all expense and/or loss resulting from any lien or claim which is or may be asserted against the proceeds of this settlement or against the Releasees by any person or entity concerning, relating and/or pertaining to any event or occurrence alleged or which could have been alleged in the Releasor's Complaint, and Releasor hereby agrees, covenants and warrants to undertake to satisfy any such claim or lien.

Additionally, in further consideration of the payment specified in this Release, the Releasor hereby agrees to reduce by the statutory pro rata share of the Releasees any and all damages the Releasor may recover from any other person, firm or corporation legally liable to Releasor, jointly or severally, relating and/or pertaining to any event or occurrence alleged or which could have been alleged in the Releasor's Complaint. It is understood and agreed that this is a Joint Tortfeasor Release given in accordance with Section 10-6-1 et seq. of the Rhode Island General Laws.

Releasor hereby confirms that he understands and agrees that the release set forth in the preceding paragraphs is, and is intended to be a full, final and complete release of the Releasees with respect to all damages, known and unknown, sustained by, or which have yet to be sustained by Releasor by reason of the alleged acts, omissions, events, accidents or incidents. Releasor hereby acknowledges that he understands that after the date of this release, his damages and losses

may turn out to be more severe or different than the Releasor now believe them to be, or that damages of which Releasor is now unaware may manifest themselves, and that, by signing this release, Releasor is accepting that risk and giving up any right to seek further monies from, or otherwise to assert any claim or demand against Releasees.

It is agreed and understood by the Releasor and Releasees that the settlement of this claim represents the compromise of a disputed claim and is in no way an admission of wrongdoing, liability or responsibility on the part of the Releasees or any of them.

In further consideration of this Release, the Releasor agrees to hold confidential, preserve, and not disclose the terms of this Settlement Agreement to any third party, except as part of Releasor's privileged communications with counsel or spouse, or except upon the lawful demand of any governmental agent or agency including Court process. It is agreed and understood by the Releasor and Releasees that should Releasor violate or breach the terms of this confidentiality provision, and should Releasees obtain any evidence demonstrating that Releasor so failed to hold confidential, preserve and not disclose the terms of this Settlement Agreement, that Releasees shall be entitled maintain an action for damages for breach of this agreement in an amount not limited to the settlement consideration set forth in this Release.

As a further condition of this release, the Releasor agrees to stipulate to the dismissal of any and all lawsuits involving Releasees, with prejudice and without costs and legal fees, and to participate and cooperate with the Releasees to the greatest extent possible to effect the immediate dismissal of any and all such lawsuits.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs,

executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation, and all the terms, covenants and conditions herein contained shall be for and shall inure to the benefit and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular numbers is intended to include the appropriate gender or number as the text of the within instrument may require.

The Releasor states that prior to executing this General Release and Settlement Agreement, the Releasor carefully read and knows of and understands its terms and provisions. The Releasor further agrees and states that Releasor has had the benefit of assistance of counsel in negotiating the agreements reflected in this release and in reviewing this General Release and Settlement Agreement, or has had the opportunity of assistance of counsel, which Releasor has knowingly and voluntarily declined.

This General Release contains the entire agreement between the parties.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 3rd day of December, of the year 2001.

Signed, sealed and delivered in the presence of or attested by:



Bennie S. Koffa

WITNESSED:


Printed Name: Patricia E. Andrews
Title/Position: Attorney and Notary Public
Relationship to Releasor: Attorney

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

BENNIE S. KOFFA,

Plaintiff,

v.

C. A. No. _____

CITY OF WOONSOCKET, ROBERT STROM,
in his official capacity as Finance Director,
MICHAEL ANNARUMMO, in his official
capacity as Public Works Director,
Department of Public Works,
MICHAEL SIMPSON, in his official
capacity as Superintendent of Highways,
RICHARD KING, in his official capacity
as Senior Labor Foreperson,
AFSCME, COUNCIL 94,
AFSCME, COUNCIL 94, LOCAL 670

Defendants.

COMPLAINT

NATURE OF ACTION

1. This Complaint arises out of allegations of employment discrimination based on race and color.

JURISDICTION

2. Plaintiff invokes the jurisdiction of this Court pursuant to R.I.G.L. 28-5-1 et seq. and 42-112-1 et seq.

PARTIES

3. Bennie S. Koffa (hereinafter "Plaintiff"), who is Liberian, has lived in the United States since about 1990. Plaintiff is a resident of the State of Rhode Island.

4. Defendant, the City of Woonsocket (hereinafter the "City"), is a City in the State of Rhode Island.

5. Defendant, Robert Strom (hereinafter "Defendant Strom") is the Finance Director for the City of Woonsocket. He is sued in his official capacity.

6. Defendant, Michael Annarummo (hereinafter "Defendant Annarummo") is the Public Works Director for the City of Woonsocket. He is sued in his official capacity.

7. Defendant, Michael Simpson (hereinafter "Defendant Simpson") is the Superintendent of Highways. He is sued in his official capacity.

8. Defendant, Richard King, is the Senior Labor Foreperson. He is sued in his official capacity.

9. Defendants, AFSCME, Council 94 (hereinafter "Defendant Council 94") and AFSCME, Council 94, Local 670 (hereinafter "Defendant Local 670"), entered into a Collective Bargaining Agreement with the City of Woonsocket (hereinafter the "Contract"). The Contract governed the terms and conditions of Plaintiff's employment.

ADMINISTRATIVE PROCEDURES

10. Charges of discrimination, based upon race and color were timely filed with the Commission for Human Rights for the State of Rhode Island (the "Commission").

11. On or about July 13, 2000, the Commission issued a "Notice of Right To Sue."

12. This Complaint has been filed within ninety (90) days of the receipt of the "Notice of

Right to Sue.”

STATEMENT OF FACTS

13. In about December, 1997, Plaintiff began to work for the City of Woonsocket as a Light Equipment Operator within the Highway Division of the Department of Public Works.

14. As of the time that Plaintiff began to work for the City of Woonsocket, there were about fifteen to twenty employees working for the Highway Division. Out of this number, Plaintiff was the only minority.

15. During the time that Plaintiff worked for the City of Woonsocket, his immediate supervisors were Defendants Simpson and King.

16. From about the time that Plaintiff was hired until the time he was unlawfully terminated, he was continually harassed, intimidated, and ridiculed by a group of white coworkers because of his color and race. Plaintiff was also assaulted by a white coworker, Robert Harnois (hereinafter “Coworker Harnois”), because of his race and color. The conduct by these coworkers forced Plaintiff to work in a racially hostile environment.

17. The conduct referred to in Paragraph 15 included, but was not limited to, that which is set forth in Paragraphs 16 to 26.

18. On almost a daily basis, Plaintiff was referred to as “nigger” and “dumb nigger” by white coworkers including Coworker Harnois, John Baldelli (hereinafter “Coworker Baldelli”), Antonio Savini (hereinafter “Coworker Savini”), Henri Robidou (hereinafter “Coworker Robidou”), Eugene LaFrance (hereinafter “Coworker LaFrance”) and Richard Beaudreault (hereinafter “Coworker Beaudreault”)

19. On almost a daily basis, white coworkers made racial comments to, and about,

Plaintiff. The comments include, but are not limited to, that which is set forth in Paragraphs a through f below.

a. Coworker Harnois said something like: "Benny's worse than a nigger. He is beyond a nigger because he is an African."

b. During a radio transmission, Coworker Baldelli said something like: "Is that nigger driving today?"

c. Coworker Harnois said things like "Benny is an ignorant nigger who needs to flip burgers as a job."

d. After telling Plaintiff that he was going to find a way to get Plaintiff fired, Coworker Harnois said "We don't need any niggers working here."

e. "You are stupid because you are a nigger."

f. Coworker Harnois said something like: "I don't like Benny because of his color and because he is a dumb nigger."

20. On one occasion, Coworker Harnois intentionally dumped moist garbage on Plaintiff while he was sitting in the cab of a truck. Plaintiff's clothes were splattered with foul garbage.

21. On a number of occasions, through the operation of a front-end loader, Coworker Harnois' job was to place heavy boulders, weighing at least five-hundred pounds, onto the backs of trucks being operated by workers. On each occasion, he carefully placed the boulders onto the trucks of his white coworkers. When it came to Plaintiff, each time, Coworker Harnois raised the boom of the front-end loader extremely high and dropped the heavy boulder onto the back of Plaintiff's truck. When the boulder struck, Plaintiff's truck shook violently.

22. Shortly after Plaintiff began to work for the City of Woonsocket, Coworker

Beaudreault gave Plaintiff a bright orange cap. Thereafter, on almost a daily basis, Coworker Beaudreault would say things like: "I saw a truck going down the road without a driver in it. You must have forgotten to wear your cap." or "Wear your hat so we can see you." This would cause other white workers to laugh.

23. Coworkers including LaFrance, Robidou, and Harnois would continually make references to Plaintiff's dark complexion. The comments include, but are not limited to:

- a. "Smile so that you can be seen."
- b. "You have no place to hide because it is snowing."
- c. "You can't hide today because your color makes you stick out in the snow."
- d. "Wear the orange cap so that we can see you."

24. During lunch breaks, Coworkers Harnois, Baldelli, Savini, Robidou, LaFrance and Beaudreault regularly made a spectacle of Plaintiff. For example, after observing Plaintiff eat chicken one day, Harnois laughingly said something like: "Nigger teeth are like spikes." White coworkers also laughed while making comments about the type of food Plaintiff was eating and the manner in which he ate his food.

25. Coworker Beaudreault always found something wrong with the way Plaintiff was doing his job and, with no justification, would report these incidents to Defendants King and Simpson.

26. A group of white coworkers told other employees, with whom Plaintiff was friendly, that they should not interact with, or speak to, Plaintiff because of his color.

27. From about the time that Plaintiff was hired until the time he was terminated, Defendants King and Simpson also contributed to the harassment and discrimination of Plaintiff.

The conduct by Defendants King and Simpson includes, but is not limited to, that which is set forth in Paragraphs 28 through 31.

28. Defendants King and Simpson treated Plaintiff differently than white employees. For example, unlike his white coworkers, Plaintiff's supervisors regularly ordered Plaintiff to do menial tasks. For example, Defendant King often told Plaintiff to carry a broom and shovel and ordered him to sweep streets, pick up debris, fill potholes, collect garbage and cut brushes.

29. When Plaintiff complained to Defendants King and Simpson that white coworkers were harassing him, Defendants King and Simpson often laughed.

30. After Coworker Harnois dumped garbage in the cab of Plaintiff's truck, as set forth in Paragraph 20 above, Plaintiff immediately informed Defendants King and Simpson. Defendants King and Simpson ordered Plaintiff to clean the truck.

31. After Harnois intentionally sought to injure Plaintiff, as set forth in Paragraph 21 above, Plaintiff told Defendants King and Simpson what Harnois had done and explained that he feared for his safety. Defendants King and Simpson forced Plaintiff to continue to work with Harnois.

32. Defendant Annarummo discharged Plaintiff based upon his color and race. The facts which relate to Plaintiff's unlawful termination are set forth in Paragraphs 33 through 46.

33. On or about January 15, 1999, while Plaintiff was operating a city vehicle, he was involved in a minor automobile accident. During this incident, Plaintiff learned that his driver's license had expired.

34. After learning that his driver's license had expired, as set forth in Paragraph 33, Plaintiff renewed his license within a day or so.

35. As a result of the incident referred to in Paragraph 33, Defendant Annarummo suspended Plaintiff for one day without pay.

36. On or about January 30, 1999, Plaintiff learned that his driver's license was being suspended, effective January 30, 1999, for failure to pay certain traffic and parking fines assessed by another state.

37. On or about February 1, 1999, Plaintiff informed Defendant Simpson that his license had been suspended effective January 30, 1999.

38. During about February 1 to February 12, 1999, whenever Plaintiff worked, he was assigned duties which did not require the operation of a city vehicle.

39. Between about February 13 and March 19, 1999, Plaintiff was out of work on medical and/or personal leave.

40. On or about March 22, 1999, Plaintiff returned to work. Although Plaintiff had a doctor's note authorizing him to return to work as of March 15, 1999, Defendant Simpson refused to allow Plaintiff to return to work.

41. By letter dated March 29, 1999, Defendant Annarummo informed Plaintiff that he was being fired effective March 31, 1999 because, after having been disciplined for operating a city vehicle with an expired license, Plaintiff had failed to inform his supervisors that his license had been suspended as of January 30, 1999 and Plaintiff had also operated a city vehicle with a suspended license after January 30, 1999.

42. Plaintiff never operated a city vehicle after January 30, 1999.

43. After Plaintiff learned that he was fired, as set forth in Paragraph 41, Plaintiff attempted to meet with Defendant Annarummo to explain that he had never operated a city

vehicle after January 30, 1999 and had informed his supervisors that his license had been suspended after January 30, 1999. Defendant Annarummo refused to meet with Plaintiff.

44. The City of Woonsocket never afforded Plaintiff an opportunity to challenge the allegations which formed the basis of his termination.

45. After a hearing at which the City of Woonsocket was present, the Board of Review of the Department of Labor & Training determined that Plaintiff had not been terminated for the reasons alleged by Defendant Annarummo.

46. Upon information and belief, white employees working for the Highway Division of the Department of Public Works have not been terminated even though their licenses were suspended.

47. Plaintiff continually complained of the harassment and discrimination to Defendants Simpson and King but they failed to take any action to put a stop to the harassment and discrimination.

48. Plaintiff complained to Richard Saillant, the President of Defendant Local 670, about the harassment and discrimination to which he was being subjected in the workplace but he failed to take any remedial action.

49. During the time that Plaintiff was employed, he was unaware of any discrimination or harassment policy promulgated by the City of Woonsocket.

50. Defendants knew, or should have known, about the harassment and discrimination to which Plaintiff was subjected.

51. Defendants never took any prompt and remedial action to eliminate the harassment and discrimination to which Plaintiff was subjected.

52. Plaintiff always performed his duties and responsibilities in at least a satisfactory manner.

COUNT I

Rhode Island Fair Employment Practices Act, Sections 28-5-1 et seq. ("FEPA") (Hostile Work Environment)

53. Plaintiff incorporates by reference Paragraphs 1 through 52 as if fully set forth herein.

54. Defendant, the City of Woonsocket, is an "employer within the meaning of the FEPA.

55. Defendant Annarummo served in a supervisory position and exercised significant control over Plaintiff's hiring, firing, and other terms and conditions of his employment.

56. As is described above, Plaintiff was subjected to pervasive racial harassment and discrimination which altered the terms and conditions of his employment.

57. Defendants discriminated against Plaintiff because of his race and color by engaging in, tolerating or failing to prevent the racial harassment described above and by failing to take affirmative action to correct and redress these unlawful employment practices.

COUNT II

Rhode Island Civil Rights Act, Sections 42-112 et seq. ("RICRA") (Hostile Work Environment)

58. Plaintiff incorporates by reference Paragraphs 1 through 57 as if fully set forth herein.

59. Defendants including Local 670, Council 94, King and Simpson are covered by RICRA.

60. As is described above, Plaintiff was subjected to pervasive racial harassment and discrimination which altered the terms and conditions of his employment.

61. Defendants discriminated against Plaintiff because of his race and color by engaging in, tolerating or failing to prevent the racial harassment described above and by failing to take affirmative action.

COUNT III

**Rhode Island Fair Employment Practices Act, Sections 28-5-1 et seq. ("FEPA")
(Disparate Treatment)**

62. Plaintiff incorporates by reference Paragraphs 1 through 61 as if fully set forth herein.

63. Because of his race and color, Plaintiff has been treated differently than other similarly-situated white employees in the terms and conditions of his employment.

COUNT IV

**Rhode Island Civil Rights Act, Sections 42-112 et seq. ("RICRA")
(Disparate Treatment)**

64. Plaintiff incorporates by reference Paragraphs 1 through 63 as if fully set forth herein.

65. Because of his race and color, Plaintiff has been treated differently than other similarly-situated white employees in the terms and conditions of his employment.

COUNT V

**Rhode Island Parental and Family Medical Leave Act
(28-48-1 et. seq. "RIPFMLA")**

66. Plaintiff incorporates by reference Paragraphs 1 through 65 as if fully set forth herein.

67. Defendant, the City of Woonsocket, is covered by the RIPFMLA.

68. Between about February 13 and March 19, 1999, Plaintiff was out of work on medical leave which was covered by the RIPFMLA.

69. Defendant, the City of Woonsocket, violated the RIPFMLA by refusing to allow Plaintiff to return to work after his leave had expired.

70. Defendant, the City of Woonsocket, violated the RIPFMLA by firing Plaintiff because he took a medical leave of absence.

COUNT VI
(Intentional Infliction Of Emotional Distress)

71. Plaintiff incorporates by reference Paragraphs 1 through 70 as if fully set forth herein.

72. Defendant, the City of Woonsocket, owed a duty to the Plaintiff to provide safe working conditions which did not expose Plaintiff to harm.

73. The harassment and discrimination to which Plaintiff was subjected was done willfully, maliciously, outrageously, and deliberately with the intention to inflict emotional distress upon Plaintiff.

74. As a direct and proximate result of the acts of the Defendants as alleged above, Plaintiff was caused to incur severe and grievous mental and emotional suffering, fright, anguish, shock, nervousness, and anxiety.

COUNT VII
(Negligent Training, Retention and Supervision)

75. Plaintiff incorporates by reference Paragraphs 1 through 74 as if fully set forth herein.

76. Defendant, the City of Woonsocket, had a duty to exercise reasonable care in retaining, training and supervising employees and in preventing wrongful or illegal conduct by its employees and to protect against, detect, monitor, deter, investigate, correct and remedy racial harassment and discrimination.

77. Defendant, the City of Woonsocket, breached the duty of care owed to Plaintiff as set forth above.

78. As a result of the City of Woonsocket's negligence, negligent supervision, and other negligent acts and omissions, Plaintiff has suffered, and will continue to suffer, extreme and severe

emotional distress, with resulting physical and emotional manifestations, physical injuries and sickness, mental anguish, inconvenience, loss of enjoyment of life, public humiliation, irreparable harm to his career, future pecuniary losses, and other non-pecuniary losses and will continue to do so now and in the future.

79. Defendant, the City of Woonsocket, knew or should have known of the unfitness, incompetence or dangerous attributes of Defendants Annarummo, King and Simpson as well as the racial harassment and discrimination to which Plaintiff was subjected by Coworkers Harnois, Baldelli, Savini, Robidou, LaFrance and Beaudreault.

PRAYER FOR RELIEF

Plaintiff prays that this Court:

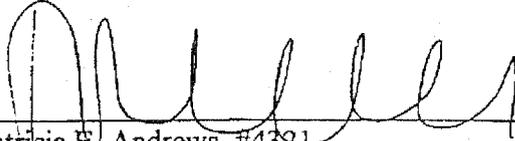
- (1) declare that the employment practices complained of in this Complaint are unlawful;
- (2) order the Defendants to make Plaintiff whole;
- (3) order that the Defendants Pay Plaintiff compensatory damages;
- (4) order that the Union Defendants pay Plaintiff punitive damages;
- (5) retain jurisdiction of this action to ensure full compliance;
- (6) order the Defendants to pay Plaintiff costs and expenses and reasonable attorney's fees;
- (7) liquidated damages against Defendants;
- (7) grant such other relief to Plaintiff as the court deems just and proper.

Plaintiff's damages are in an amount sufficient to invoke the jurisdiction of this Court.

JURY TRIAL DEMAND

Plaintiff demands a trial by jury.

Plaintiff,
By his attorney,

A handwritten signature in black ink, appearing to read 'Patricia E. Andrews', written over a horizontal line.

Patricia E. Andrews, #4321
170 Westminster Street, Suite 601
Providence, Rhode Island 02903
(401) 421-0966
(401) 351-4802 (Fax)
E-Mail: PEAndrews@aol.com