



OFFICE OF THE ATTORNEY GENERAL  
CONNECTICUT

RECEIVED

2025 JAN 31 PM 2:34

OFFICE OF THE HOUSE CLERK  
FREDERICK J. JORTNER CLERK

January 31, 2025

Frederick Jortner  
Clerk of the House  
Office of the House Clerk  
Connecticut General Assembly  
210 Capitol Avenue, Room 109  
Hartford, CT 06106-1591

**Re: Settlement between *Colleen Lord, et al v. Carlos Padro et al***

Dear Mr. Jortner,

Pursuant to Section 3-125a of the Connecticut General Statutes and Rule 32(1) of the Joint Rules of the Connecticut General Assembly, I hereby submit for approval six copies of the enclosed settlement agreement in the above-captioned matter.

Very truly yours,

William Tong

165 Capitol Avenue  
Hartford, Connecticut 06106

*An Affirmative Action/Equal Opportunity Employer*



OFFICE OF THE ATTORNEY GENERAL  
CONNECTICUT

RECEIVED BY  
OFFICE OF  
THE SENATE CLERK  
ROOM 305 STATE CAPITOL  
HARTFORD, CT 06106

January 31, 2025

JAN 31 2025

Michael Jefferson  
Clerk of the Senate  
Office of the Senate Clerk  
Connecticut General Assembly  
210 Capitol Avenue, Room 305  
Hartford, CT 06106-1591

**Re: Settlement between *Colleen Lord, et al v. Carlos Padro et al***

Dear Mr. Jefferson,

Pursuant to Section 3-125a of the Connecticut General Statutes and Rule 32(1) of the Joint Rules of the Connecticut General Assembly, I hereby submit for approval six copies of the enclosed settlement agreement in the above-captioned matter.

Very truly yours,

William Tong

165 Capitol Avenue  
Hartford, Connecticut 06106

*An Affirmative Action/Equal Opportunity Employer*

## SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (the "Agreement") is made and entered into this 9th day of January 2025 between the plaintiffs, Colleen Lord and Robert Francis Talbot, Jr., co-administrators of the Estate of Carl Talbot, (hereinafter collectively referred to as the "Plaintiffs" and along with the defendants collectively as the "Parties") and the State of Connecticut, Arden Coggins, Nicholas Belanger, Jeffery Gibbons, Eddie Daniels, Charles Washington, Malcom Gatison, Patrick Davidson, Bii-Ron Wilkes, Jon Antoine and Margo Zukowska, and all current and former employees of the State of Connecticut (all of the foregoing are collectively referred to herein as the "Defendants" and collectively with the plaintiffs, the "Parties").

WHEREAS, a lawsuit captioned *Colleen Lord, et al, v. Carlos Padro, et al*, No. 3:22-CV-322 is pending in the United States District Court for the District of Connecticut (the "Litigation" and/or "Suit"); and WHEREAS, the Suit involves a number of disputes between the Parties (the "Disputes");

and

WHEREAS, the Parties have agreed to compromise and settle claims that exist among and between them as a result of the Suits to avoid further litigation and controversy.

### AGREEMENT

NOW, THEREFORE, in consideration of the promises, agreements, covenants, and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Plaintiffs' Obligations:** The Plaintiffs will execute this Settlement and Release Agreement, an IRS Form W-9, and a Stipulation of Dismissal of all claims against the Defendants in the Suit, pursuant to Fed. R. Civ. P. 41(a), with prejudice and without an award of costs.

**Defendants' Obligations:**

Within thirty (30) days of legislative approval pursuant to Conn. Gen. Stat. § 3-125a, the State of Connecticut will pay the sum of \$3,750,000.00 (THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS) to Arthur C. Laske, III, as Attorney for the Plaintiffs, said amount reflecting full and final settlement of this action as to the Defendants.

**Best Efforts and Good Faith.** The Parties hereby agree to use their best efforts and good faith in carrying out all the terms of this Agreement. All of the Parties hereby agree and, where appropriate, authorize their respective counsel to execute any additional documents and take any similar procedural actions which reasonably may be required in order to effectuate the Agreement or otherwise to fulfill the intent of the Parties hereunder.

**Releases.** The Plaintiffs hereby release the Defendants as follows:

The Plaintiffs Coleen Lord and Robert Francis Talbot, Jr., as co-administrators of the Estate of Carl Talbot, individually and on behalf of Carl Talbot's Estate, and his and their heirs, beneficiaries, successors and assigns, for and in consideration of the payment of the proceeds of this settlement, and other valuable considerations, the receipt of which is hereby acknowledged, do herewith release and forever discharge the Defendants, the State of Connecticut, Arden Coggins, Nicholas Belanger, Jeffery Gibbons, Eddie

Daniels, Charles Washington, Malcom Gatison, Patrick Davidson, Bii-Ron Wilkes, Jon Antoine and Margo Zukowska, and all other present and former officers and employees of the State of Connecticut, their heirs, successors and assigns, from all actions, causes of action, suits, claims, controversies, damages and demands of every nature and kind, including attorneys' fees and costs, monetary and equitable relief, which the Plaintiffs or the Estate of Carl Talbot, his and their heirs, successors and assigns 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 this Release of Liability, including but not limited to acts arising out of, or in any way related to the incidents or circumstances which formed the basis for the Suit, including such actions as may have been or may in the future be brought in the federal courts, the courts of the State of Connecticut, any state or federal administrative agency or before the Claims Commissioner pursuant to Conn. Gen. Stat. § 4-141, et seq. Said release of liability includes, but is not limited to, the claims asserted against the Defendants in the Suit identified above as well as all causes of action alleging violations of Carl Talbot' state and federal constitutional rights, their rights arising under the statutes and laws of the United States and/or the State of Connecticut, and such causes of action as may be available under the common law.

**No Admission of Liability.** The Parties represent and warrant to each other that the Parties specifically understand and agree that the Parties' settlement and compromise of their differences and the Suit is a compromise of disputed claims. The existence of this Agreement or any payment made hereunder shall not be construed as an admission of liability, or of the correctness of any judicial decision or opinion, or of the truth of the allegations, claims, or contentions of any party, and that there are no covenants, promises, undertakings, or understandings between the parties outside of this Agreement except as specifically set forth herein. The Defendants expressly deny any claim of wrongdoing whatsoever.

**Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement shall be binding upon the Parties, the Plaintiffs as co-executors of the Estate of Carl Talbot and individually, and their respective heirs, successors, and assigns.

**Full Agreement.** The Parties acknowledge and agree that this Agreement represents the full and complete agreement of the Parties and that this Agreement supersedes and replaces any prior agreements, whether oral or written except orders of court extended in suit which shall survive. Any amendments or modifications of this Agreement, including to this sentence, must be in writing and executed by both parties to be effective.

**Legislative Approval.** The parties acknowledge that this Agreement is not effective unless and until approved by the legislature and must be submitted to the legislature for approval pursuant to Conn. Gen. Stat. § 3-125a by the Attorney General upon receipt of this signed agreement.

**Probate Approval.** The Parties acknowledge that this Agreement is not effective unless and until it is approved by the Probate Court having jurisdiction over the Estate of Carl Talbot. Plaintiffs agree to use their best efforts to obtain such approval.

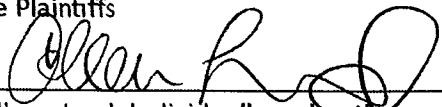
**Liens.** The State of Connecticut agrees it will not attempt to collect on any State liens from the proceeds of the settlement. The parties are aware there is a federal Medicare lien for EMS services which the State does not have the authority to waive.

Confidentiality of certain material produced through discovery. Attached hereto as exhibit A, which is incorporated as part of this agreement, is a list of materials the Plaintiffs will return to the State. The State agrees the Plaintiffs do not have to maintain the confidentiality of any the documents not identified on exhibit A.

The State of Connecticut agrees to allow Mrs. Lord to address academy classes as part of the curriculum concerning dealing with mentally ill inmates on a volunteer basis. Further details concerning this agreement are contained in exhibit B, which is incorporated by reference and made a part of this agreement.

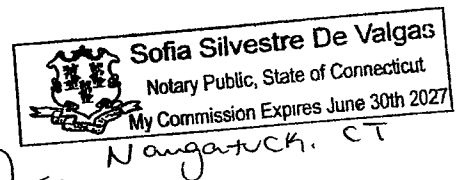
IN WITNESS WHEREOF, the Parties hereto have executed this Settlement and Release Agreement effective the date and year first above written.

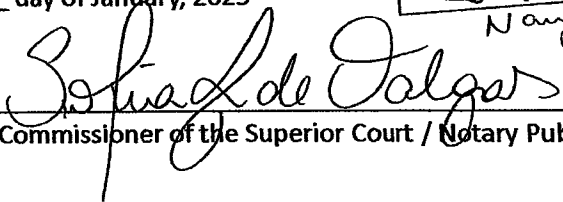
The Plaintiffs

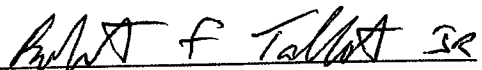
  
Colleen Lord, Individually and as the  
Co-Administrator of the Estate of Carl Talbot

1/9/2025  
Date

Subscribed and Sworn before me this 9 day of January, 2025

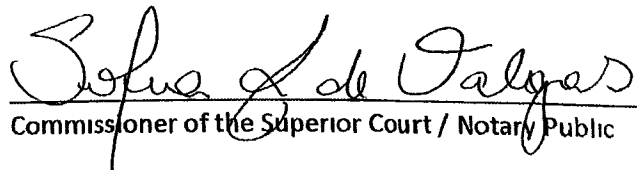


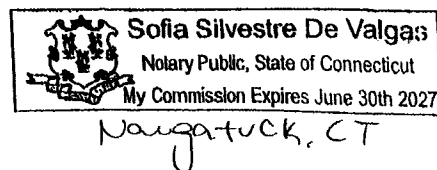
  
Commissioner of the Superior Court / Notary Public

  
Robert Francis Talbot, Jr., Individually and as the  
Co-Administrator of the Estate of Carl Talbot

1/9/2025  
Date

Subscribed and Sworn before me this 9 day of January, 2025

  
Commissioner of the Superior Court / Notary Public



**Attachment A**

The following items will be returned in their entirety to the State and the Plaintiffs and their attorney will not retain a copy:

Bates numbers	Description
1733-1741	Psychology of conflict
1743-1768	Restraints Lesson Plan
1769-1775	Use of Deadly Force Lesson Plan
1776-1798	Use of Deadly Physical Force
1940-1957	301-J restraints

The following items may be retained by the Plaintiffs with the following redactions:

1677-1719 OC Certification 2009 Redacted (bates numbered inclusive) 1688-1697, 1705- 1<sup>st</sup>, 2<sup>nd</sup>, 5<sup>th</sup> and 6<sup>th</sup> bullet points.

1720-1732 OC Certification lesson plan (bates numbered inclusive) 1722 last paragraph, 1723-1724 ending prior to "OC AND USE OF FORCE", 1725 the three paragraphs below "REASONABLE STAFF MEMBERS RESPONSE", 1726 all portions below first three paragraphs, 1727 first two paragraphs, 1730 last paragraph.

The State is supplying redacted versions of these documents to the Plaintiffs' attorney.

## Exhibit B to the Settlement Agreement

The State agrees to allow the Plaintiff, Mrs. Lord, to work with the Department of Correction in presenting during pre-service and in-service training of Correctional Officers. During that training she will be allowed to play the video recorded during this incident, discuss Mr. Talbot and what problems he faced in life, and explain how this incident effected Mr. Talbot's family. The area of training shall be related to the need of DOC employees to comply with practices designed to safeguard the lives of the incarcerated, particularly those with mental illness. In-service training dealing with inmates with mental health needs only occurs periodically, and Mrs. Lord's involvement would be through a recorded resource provided to the officers on-line.

The length of time provided to Mrs. Lord shall be one hour per academy class. The parties may mutually decide on a different length of time on a class-by-class basis.

During her presentation, Mrs. Lord shall not make specific allegations of malfeasance directed towards any individual depicted in the video and will not discuss this lawsuit or the settlement.

Mrs. Lord's involvement shall be on a voluntary basis, and she will not be considered an employee or agent of the State.

This agreement will extend for three years from the date of approval of this settlement agreement by the legislature. Nothing in this agreement prevents the parties from mutually agreeing to continue this arrangement for a longer time.

Mrs. Lord has the unilateral option to shorten the instruction time spent per class, including waiving providing instruction to one or more classes entirely.