

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

LOUIS P. REGO,

Plaintiff,

v.

MAIMONIDES MEDICAL CENTER,

Defendant.

Civil Action No.: 21-CV-2448

(Vitaliano, J.)

**SETTLEMENT AGREEMENT BETWEEN PLAINTIFF LOUIS P. REGO AND
DEFENDANT MAIMONIDES MEDICAL CENTER**

1. The parties to this Settlement Agreement ("Agreement") are Louis P. Rego ("Rego") and Maimonides Medical Center ("MMC") (collectively, "Parties").

2. Beginning in April, 2016, Rego was employed by MMC as a Pharmacy Operations Manager. MMC terminated his employment on November 21, 2017.

3. The United States Department of Justice ("DOJ") represents Rego in this matter pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), 38 U.S.C. § 4323.

4. On May 3, 2021, the United States, on behalf of Rego, commenced a civil action in the United States District Court for the Eastern District of New York, by filing a complaint alleging that MMC discriminated and retaliated against him, in violation of 38 U.S.C. §§ 4311(a) & (b), and failed to properly retain him in violation of 38 U.S.C. § 4316(c)(2).

5. Rego specifically alleged in his complaint that MMC violated USERRA when it: terminated him in violation of 38 U.S.C. § 4311(a) because of his military service obligations and/or his absence from his civilian job in order to perform military service; retaliated against him in violation of 38 U.S.C. § 4311(b) for exercising his rights under USERRA through the filing of

a complaint with the United States Department of Labor; and failed to retain him in violation of 38 U.S.C. § 4316(c)(2) and discharged him from his employment at MMC on November 21, 2017, which was less than 180 days after his return from authorized military leave.

6. Rego further contends that his military membership and compliance with military service obligations that necessitated his absence from his civilian job were a motivating factor in MMC's decision to terminate him.

7. Rego also contends that MMC willfully violated his rights under USERRA.

8. MMC denies that it has violated USERRA.

9. Nevertheless, the Parties have agreed that, to avoid the costs and uncertainty of litigation, this action should be resolved by the execution of this Settlement Agreement and the complaint shall be dismissed. It is the intent of the Parties that this Settlement Agreement be a final and binding resolution in full disposition of all claims arising out of the facts alleged in the complaint. By their signatures below, the Parties agree to the terms of this Settlement Agreement.

STIPULATIONS

10. The Parties acknowledge the jurisdiction of the United States District Court for the Eastern District of New York over the subject matter of this action and of the Parties to this case for the purpose of entering this Settlement Agreement and, if necessary, enforcing this Settlement Agreement.

11. Venue is proper in the United States District Court for the Eastern District of New York only for purposes of consummation of this Settlement Agreement and any proceedings related to it.

COMPLIANCE WITH USERRA

12. MMC shall comply with all of the provisions of USERRA and shall not take any action against any person that constitutes retaliation or interference with the exercise of such person's rights under USERRA because such person gave testimony, provided assistance, or participated in any matter in an investigation in connection with this matter.

REMEDIAL AND INJUNCTIVE REQUIREMENTS

13. Without admitting the allegations set forth in the complaint, and in resolution of all claims raised in this case, MMC agrees to the following:

- a. No later than 180 calendar days after the execution of this Settlement Agreement, MMC shall offer USERRA training to the following MMC employees, or otherwise inform these individuals of the rights afforded to U.S. military veterans under USERRA:
 - i. Vice President of Human Resources;
 - ii. All Human Resources employees;
- b. No later than 180 calendar days after the execution of this Settlement Agreement, MMC shall incorporate a formal USERRA training module into its existing employment non-discrimination training.
- c. The training MMC offers under section 13(b) herein shall be required annually for MMC's Vice President of Human Resources, all Human Resources Staff, all managerial staff, and all other staff responsible for the hiring, discipline, and termination of employees.
- d. The training MMC offers under section 13(b) herein shall be consistent with the U.S. Department of Labor, Veterans' Employment & Training

Service's (VETS) USERRA Guide. *See VETS, A Guide to the Uniformed Services Employment and Reemployment Rights Act,*

<https://www.dol.gov/agencies/vets/programs/userra/USERRA-Pocket-Guide> (last visited Apr. 1, 2021).

- e. MMC agrees to require its employees to certify in writing (or, if training is done remotely, by digital signature) their attendance at, and completion of, the training MMC offers under section 13(b) herein.
- f. To reinforce the training described above, MMC agrees to post information about USERRA in its workplace. Specifically, within 180 calendar days after the execution of this Settlement Agreement, MMC will certify that it displays the "USERRA Rights Notice" Poster issued by the United States Department of Labor in all places where other non-discrimination notices are posted in accordance with the requirements of federal law.
- g. MMC will pay to Rego One Hundred Ninety Five Thousand and 00/100 Dollars (\$195,000) ("Settlement Amount"), in the form of two checks, subject to the following requirements:
 - i. MMC will issue a check to "Louis P. Rego" in the amount of Ninety Seven Thousand, Five Hundred and 00/100 Dollars (\$97,500.00) with Rego's express understanding that this payment is for lost wages Rego may have been entitled to receive and with Rego's understanding that this payment shall be reported on a Form W-2 as income, subject to all applicable state, federal and local withholdings. MMC will make this payment to Rego within thirty (30) calendar days after Rego and the

DOJ sign this Agreement and transmit it to MMC, along with a completed IRS Form W-4 from Rego.

- ii. MMC will issue a check to "Louis P. Rego" in the amount of Ninety Seven Thousand, Five Hundred and 00/100 Dollars (\$97,500.00) with Rego's express understanding that this payment is for non-wage damages Rego may have been entitled to receive and MMC will issue a Form 1099 for this payment as required by governing law. MMC will make this payment to Rego within thirty (30) calendar days after Rego and the DOJ sign this Agreement and transmit it to MMC, along with a completed IRS Form W-9 from Rego.

- iii. MMC shall send the Settlement Amount check, together with proof of any necessary withholdings and all required tax forms, via overnight delivery service to:

Louis P. Rego
161 Water Street
Perth Amboy, New Jersey 08861

- iv. MMC shall provide documentary evidence of its payment of the Settlement Amount to Rego, by sending, within ten (10) calendar days of its payment to Rego, proof of payment via electronic mail to Assistant U.S. Attorney Sean P. Greene-Delgado at sean.greene@usdoj.gov.

14. In exchange for the consideration provided by MMC herein, including all equitable relief and monetary compensation contemplated by this Agreement, Rego hereby waives any right he has, had, or may come to have to employment or re-employment with MMC and hereby agrees not to apply to MMC for employment at any time. Rego shall not be barred, or otherwise excluded

from consideration, for any future employment opportunity with any affiliate of MMC, including any hospital or facility within the Northwell Health network, on the basis of this section 14, any other provision of this Settlement Agreement, Rego's administrative complaints to the United States Department of Labor, or the events giving rise to the complaint herein, including, but not limited to, any written discipline or counseling issued by MMC, whether formal or informal.

15. Rego hereby agrees to direct all reference requests to the Vice President of Human Resources. MMC hereby agrees that all requests for an employment reference made to MMC or its management as to Rego's work at MMC shall be responded to by the Vice President of Human Resources with a neutral reference confirming only Rego's dates of employment and positions.

DISMISSAL, DISPUTE RESOLUTION AND COMPLIANCE

16. In exchange for, and in consideration of, MMC's payment of the Settlement Amount, Rego hereby expressly waives his rights to bring or pursue any lawsuit, grievance, arbitration or administrative proceeding, upon any claims he may have or has had against MMC from the beginning of time up to the date of this Agreement. Rego hereby irrevocably and unconditionally releases and forever discharges MMC, any respective present and former members, shareholders, partners, officers, directors, employees, parents, subsidiaries, agents, attorneys, affiliates, representatives, joint ventures, insurers, predecessors, successors and assigns, from any actions, charges, causes of action, suits, obligations, promises, agreements, damages, debts, complaints, liabilities, claims, grievances, arbitrations, costs, losses, rights, expenses and/or any controversies in law or equity of any nature whatsoever asserted or unasserted, known or unknown, suspected or unsuspected, which he ever had, now has or hereinafter may have against MMC regarding any matter arising on or before the date of execution of this Agreement. Said waiver shall include, but shall not be limited to, any and all

claims, grievances, demands for arbitration or causes of action, known or unknown, arising out of, or in any way connected with or relating to Rego's employment with and separation of employment from MMC for breach of contract, implied or express, impairment of economic opportunity, intentional or negligent infliction of emotional distress, prima facie tort, fraud, defamation, including, but not limited to, slander and libel, negligent termination, malicious prosecution, wrongful discharge, retaliatory discharge, discharge in violation of any applicable whistleblower statute or claim or any other tort, whether intentional or negligent, or any claim or cause of action known or unknown, under the Federal Trade Commission Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, 1871, and 1991, the Equal Pay Act, the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the False Claims Act, the Employee Retirement Income Security Act ("ERISA"), the Family and Medical Leave Act, the Americans with Disabilities Act, the Rehabilitation Act, the New York Labor Law, the New York State Human Rights Law, the New York False Claims Act, the New York General Business Law, the New York State Constitution, the Fair Labor Standards Act, the United States Constitution, the New York City Human Rights Law, or any other federal, state, county or municipal statute, law, rule regulation or ordinance relating to employment discrimination, employment benefits or employment law or any amendment thereof..

17. **ADEA.** As this Agreement contains a release of any claims, including potential claims under the Age Discrimination in Employment Act, Rego shall have twenty-one (21) calendar days from receipt of the Agreement in which to consider whether to execute the Agreement. Rego hereby waives the 21-day waiting period by initialing at the conclusion of this paragraph. YPR

18. **OWBPA.** In accordance with Older Workers Benefit Protection Act, Rego shall have the right to cancel this Agreement within seven (7) calendar days from execution, and the release contained within this Agreement shall not take effect within that seven (7) day period. At the expiration of the seven (7) day period, Rego's right to cancel the Agreement shall cease. In order to exercise his right to revoke within the seven (7) day period, Rego must notify MMC's counsel, Mary Ellen Donnelly, Esq., Putney, Twombly, Hall & Hirson LLP, 521 Fifth Avenue, New York, New York 10175, in writing, of the exercise of that right. In the event that Rego exercises his right to revoke during the seven (7) day period, this Agreement shall be null and void and of no force and effect, and Rego shall receive none of the benefits set forth in this Agreement.

19. **REGO'S KNOWING AND VOLUNTARY CONSENT.** Rego warrants and represents that Rego: (i) has carefully read this Release, knows its contents, and finds that it is written in a manner that Rego understands; (ii) has been advised to consult with and has discussed the Release and its effects with Rego's personal attorney at Rego's own cost, or has knowingly and voluntarily waived the right to do so; (iii) understands he is giving up all claims, damages, and disputes, including claims under the Age Discrimination in Employment Act, as amended, the Older Workers Benefit Protection Act, and other statutes, which may have arisen before the date of this Release; (iv) has had ample time to review and analyze this entire Release; and (v) has signed this Release as his free and voluntary act, understanding its final and binding effect.

20. Within ten (10) calendar days of the United States' receipt of the notification from MMC required by Paragraph 13(g)(iv) of this Settlement Agreement, Rego's judicial complaint will be dismissed with prejudice.

21. The federal district court for the Eastern District of New York retains jurisdiction of this action for the purpose of enforcing this Settlement Agreement.

22. In the event that MMC defaults on its obligations under the terms of this Settlement Agreement, Rego will provide written notice of the default to MMC and MMC shall have the opportunity to cure the default within 30 calendar days from the receipt of the Notice of Default. Rego agrees not to file an action to enforce this Settlement Agreement if MMC cures the alleged violation during the 30-day period. Should MMC fail to cure the default within the 30-day period, Rego may file a Complaint alleging breach of this Settlement Agreement.

23. If any provision of this Settlement Agreement is found to be unlawful, only the specific provision in question shall be affected, and the other provisions will remain in full force and effect.

OTHER PROVISIONS

24. Rego agrees not to disparage MMC, its officers, directors, or employees, directly or indirectly, including with respect to any matters set forth in this Settlement Agreement or to Rego's work as an MMC employee. MMC agrees not to disparage Rego and agrees to direct its Human Resources Department management and staff, and Pharmacy Department management, including but not limited to Snapper Romano, not to disparage Rego, directly or indirectly, with respect to any matters set forth in this Settlement Agreement or to Rego's employment with MMC. Nothing in this paragraph, however, shall be construed as imposing a duty of confidentiality on the United States or either of the Parties.

25. All Parties hereby acknowledge that a copy of this Settlement Agreement, in its entirety, was provided to them before its execution and that they had the opportunity to consult with counsel.

26. Except in the event of a breach of this Settlement Agreement all Parties shall bear their own costs and expenses of litigation, including attorneys' fees.

27. The terms of this Settlement Agreement shall be binding upon MMC's present and future Board Members, employees, agents, administrators, successors, representatives and assigns, and upon Rego's heirs, successors and assigns.

28. The persons signing this Settlement Agreement warrant and represent that they possess full authority to bind the persons/entities on whose behalf they are signing to the terms of the settlement.

29. This Settlement Agreement constitutes the entire agreement and commitments of the Parties. Any modifications to this Settlement Agreement must be mutually agreed upon and memorialized in a writing signed by all Parties.

30. For the purposes of an action to enforce this Settlement Agreement, the Parties agree that each and every provision of this Agreement is material.

EFFECTIVE DATE AND EXPIRATION

31. The effective date of this Settlement Agreement shall be the date the Parties execute this Settlement Agreement.

32. The Parties agree that the obligations imposed by Paragraphs 12, 13(c)-(f), 15, 21-22, 24 and 27 of this Settlement Agreement do not expire, but rather shall survive the expiration of the other terms of the Agreement.

33. This Settlement Agreement may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.


Executed by the Parties below:

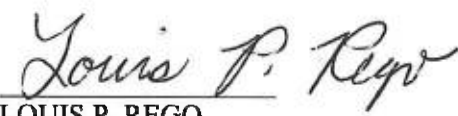
Dated: April 22, 2021.

Attorneys for Plaintiff Louis P. Rego

MARK J. LESKO
Acting U.S. Attorney
Eastern District of New York
271-A Cadman Plaza East, 7th Fl.
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BY:


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LOUIS P. REGO
Plaintiff

Dated: April 29, 2021

Attorneys for Defendant Maimonides Medical Center

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MAIMONIDES MEDICAL CENTER
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BY:


KENNETH D. GIBBS
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