UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

SHAWN CROCKER, Plaintiff,	: :	
v.	:	CASE NO. 3:18-cv-613 (KAD)
CAROL CHAPDELAINE, et al., Defendants.	: :	

RULING ON DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

Preliminary Statement

The plaintiff, Shawn Crocker ("Crocker"), commenced this civil rights action asserting claims for violation of his constitutional rights to due process and equal protection of the laws in connection with an administrative segregation hearing. Following the Court's, Hall, D.J., initial review, one claim remained, a Procedural Due Process Clause claim relating to a change in the charges against him. Initial Review Order, Doc. No. 9, at 5-7. The defendants have filed a motion for summary judgment. They argue that Crocker's claims are barred by the release and settlement agreement he entered in another case, *Crocker v. Murphy*, No. 3:13-cv01774(JCH). For the reasons that follow, the defendants' motion is granted.

Standard of Review

A motion for summary judgment may be granted only where there is no genuine dispute as to any material fact and the moving party is entitled to judgment as a matter of law. Rule 56(a), Fed. R. Civ. P.; *see also Nick's Garage, Inc. v. Progressive Cas. Ins. Co.*, 875 F.3d 107, 113-14 (2d Cir. 2017). "A genuine issue of material fact exists if 'the evidence is such that a reasonable jury could return a verdict for the nonmoving party.'" *Nick's Garage*, 875 F.3d at 113-14 (quoting *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986)). Which facts are

material is determined by the substantive law. *Anderson*, 477 U.S. at 248. "The same standard applies whether summary judgment is granted on the merits or on an affirmative defense …." *Giordano v. Market Am., Inc*., 599 F.3d 87, 93 (2d Cir. 2010).

The moving party bears the initial burden of informing the court of the basis for its motion and identifying the admissible evidence it believes demonstrates the absence of a genuine issue of material fact. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986). Once the moving party meets this burden, the nonmoving party must set forth specific facts showing that there is a genuine issue for trial. *Wright v. Goord*, 554 F.3d 255, 266 (2d Cir. 2009). He cannot "'rely on conclusory allegations or unsubstantiated speculation' but 'must come forward with specific evidence demonstrating the existence of a genuine dispute of material fact.'" *Robinson v. Concentra Health Servs.*, 781 F.3d 42, 34 (2d Cir. 2015) (citation omitted). To defeat a motion for summary judgment, the nonmoving party must present such evidence as would allow a jury to find in his favor. *Graham v. Long Island R.R.*, 230 F.3d 34, 38 (2d Cir. 2000).

Although the court is required to read a self-represented "party's papers liberally and interpret them to raise the strongest arguments that they suggest," *Willey v. Kirkpatrick*, 801 F.3d 51, 62 (2d Cir. 2015), "unsupported allegations do not create a material issue of fact" and do not overcome a properly supported motion for summary judgment. *Weinstock v. Columbia Univ.*, 224 F.3d 33, 41 (2d Cir. 2000).

Facts[1]

[1] The facts are taken from the defendants' Local Rule 56(a)1 Statement and supporting exhibits. Local Rule 56(a)2 requires the party opposing summary judgment to submit a Local Rule 56(a)2 Statement which contains separately numbered paragraphs corresponding to the Local Rule 56(a)1 Statement and indicates whether the opposing party admits or denies the facts set forth by the moving party. Each admission or denial must include a citation to an affidavit or other admissible evidence. In addition, the opposing party must submit a list of disputed factual issues. D. Conn. L. Civ. R. 56(a)2 and

The events underlying Crocker's claim in this case occurred in 2015. Doc. No. 27-2, ¶ 2. At the time this action was brought, Crocker was party to another suit, *Crocker v. Murphy*, No. 3:13-cv-1774(JCH), which also arose out of his conditions of confinement. On July 6, 2018, to resolve that pending matter, Crocker signed a settlement agreement and release. *Id.*, ¶ 3. The settlement agreement and release contained the following language:

> By executing this Release and Settlement Agreement, the Plaintiff hereby agrees to release and forever discharge the Defendants, the State of Connecticut, its employees, officers, officials, agents, or representatives, of any kind, and their heirs, successors, and assignees, from all actions, causes of action, suits, claims, controversies, damages, and demands of every nature and kind, including costs, attorneys' fees, and monetary and equitable relief, which the Plaintiff and his heirs, successors, and assignees 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 until and including the date Plaintiff signs this Release and Settlement Agreement, 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 above-captioned lawsuit, including but not limited to such actions as may have been or in the future may be brought in the federal courts, the courts of the State of Connecticut, the courts of any other state or jurisdiction, any state or federal administrative agency, or before the Connecticut Officer of the Claims Commissioner pursuant to Connecticut General Statutes § 4-141 et seq. This Release and Settlement Agreement includes, but is not limited to, all causes of action alleging violations of the Plaintiff's state and federal constitutional rights, his rights arising under the statutes and laws of the United States, under the statutes and laws of the State of Connecticut, under the statutes and laws of any other state or jurisdiction, and causes of action available under the common law.

Id., ¶ 4 & Ex. A at 1-2. In a separate paragraph, the release also provided: "[T]he State of Connecticut will pay to the Plaintiff the total sum of three thousand seven hundred dollars and

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56(a)3. Although the defendants informed Crocker of this requirement, Doc. No. 27-3, he has not submitted the required Local Rule 56(a)2 Statement. Accordingly, the defendants' facts are deemed admitted. *See* D. Conn. L. Civ. R. 56(a)1 ("Each material fact set forth in the Local Rule 56(a)1 Statement and supported by the evidence will be deemed admitted (solely for purposes of the motion) unless such fact is controverted by the Local Rule 56(a)2 Statement required to be filed and served by the opposing party in accordance with this Local Rule, or the Court sustains an objection to the fact.").

zero cents ($3,700.00) in full and final settlement of these and any and all other matters." *Id.*

Crocker's counsel signed the document on July 10, 2018. *Id.*, ¶ 5 & Ex. A. at 4. In exchange for entering the settlement agreement and release, Crocker received $3,700.00. *Id.*, ¶ 6 & Ex. B.

Discussion

The Defendants seek summary judgment because, they assert, the release Crocker signed applies to the claims brought herein and bars this action.

"A settlement agreement is a binding contract that is interpreted according to general principles of contract law." *Powell v. Omnicom, BBCO/PHD*, 497 F.3d 124, 128 (2d Cir. 2007); *see Tromp v. City of N.Y.*, 465 F. App'x 50, 51 (2d Cir. 2012) (settlement agreements and releases are construed according to general principles of contract law). "[T]he interpretation of a contract is ordinarily a matter of state law to which [the federal court] defer[s]." *DIRECTV, Inc. v. Imburgia*, ___ U.S. ___, 136 S. Ct. 463, 468 (2015).

If the terms of the contract are not ambiguous, the interpretation of the contract is a question of law that may be resolved on summary judgment. *Omni Quartz, Ltd. v. CVS Corp.*, 287 F.3d 61, 64 (2d Cir. 2002); *see Audubon Parking Assoc. Ltd. P'ship v. Barclay and Stubbs, Inc.*, 225 Conn. 804, 811, 626 A.2d 729, 733 (1993) ("A trial court has the inherent power to enforce summarily a settlement agreement as a matter of law where the terms of the agreement are clear and unambiguous."). "When only one interpretation of a contract is possible, the court need not look outside the four corners of the contract." *Konover v. Kolakowski*, 186 Conn. App. 706, 720, 200 A.3d 1177, 1186 (2018) (internal quotation marks and citation omitted). Any ambiguity in contract terms must arise from the language used in the contract, not the parties'

subjective interpretation of that language. *Vance v. Tassmer*, 128 Conn. App. 101, 111, 16 A.3d 782, 789 (2011)(citation omitted).

Crocker signed the Release and Settlement Agreement which clearly states that he released all state officers and officials from all claims and lawsuits which he has or may have in the future relating to incidents arising up to the date he signed the release. The language of the release is not ambiguous. It is susceptible of only one meaning. Crocker signed the release on July 6, 2018. He filed this action on April 8, 2018, only three months earlier. As this action was pending at the time the release was signed and therefore clearly concerns a claim Crocker had when he signed the release, this action is barred by the release and the Defendants are entitled to judgment as a matter of law. *See Walker v. Corizon*, ___ F. App'x ___, 2019 WL 1499857, at *1 (2d Cir. Apr. 4, 2019) (upholding dismissal of case pursuant to unambiguous language in general release the *pro se* litigant had signed in another case).

Crocker does not argue that the claim in this action are not covered by the language of the release. He does not assert that he did not sign the release. Rather, he asserts, without the submission of any admissible evidence, that he "felt pressured" by his attorney to the sign the release and that a variety of equitable factors, to include *e.g.* that the court had appointed the attorney and therefore bears some responsibility for the release, combine to defeat summary judgment. He is incorrect.

Construed broadly, Crocker proffers that the release was procured through duress by his lawyer at the time. However, he has failed to raise a disputed issue through the offer of admissible evidence. Indeed, he has submitted no evidence and nor has he submitted a Rule 56(a)(2) Statement of Facts.

But even if he offered his claims through admissible evidence, which he did not, his proffered claims are insufficient as a matter of law to raise a genuine issue of disputed fact on the issue of duress. "Duress has been described as 'any wrongful threat of one person by words or other conduct that induces another to enter into a transaction **under the influence of such fear as precludes him from exercising free will and judgment**, if the threat was intended or should reasonably have been expected to operate as an inducement." Restatement (First) of Contracts § 492(b) (1932)." *In re Mason,* 300 B.R. 160, 165 (Bankr. D. Conn. 2003). *See also, Noble v. White,* 66 Conn. App. 54, 59 (2001) (For a party to demonstrate duress, it "must prove [1] a wrongful act or threat [2] that left the victim no reasonable alternative, and [3] to which the victim in fact acceded, and that [4] the resulting transaction was unfair to the victim."). The Plaintiff's claims simply do not meet the requisite showing for a finding of duress and therefore do not raise a question of material fact.

Alternatively, to the extent his claims might be construed as simply seeking an equitable "do over" of his settlement agreement, this too fails as a means of creating a triable issue. "When a party makes a deliberate, strategic choice to settle, a court cannot relieve him of that choice simply because his assessment of the consequences was incorrect." *Powell*, 497 F.3d at 128 (citing *United States v. Bank of New York,* 14 F.3d 756, 759 (2d Cir. 1994)); *see also Tuccio Development, Inc. v. Town of Brookfield*, No. 08cv1016(MRK), 2010 WL 2794192, at *15 (D. Conn. July 14, 2010) (regret or mistaken assessment of decision insufficient to not enforce settlement agreement and general release) (citations omitted); *Pitruzello v. Muro*, No. X-7CV000072168S, 2003 WL 1090702, at *3 (Conn. Super. Ct. Feb. 27, 2003) ("Reconsideration and regret are insufficient to loosen the plaintiffs from the binding effect of the settlement to

which [plaintiffs' attorney] agreed.").

Conclusion

The defendants' motion for summary judgment [**Doc. No. 27]** is **GRANTED.** The Clerk is directed enter judgment and close this case.

SO ORDERED this 28th day of May 2019 at Bridgeport, Connecticut.

/s/ Kari A. Dooley

Kari A. Dooley
United States District Judge