

I'm sure he said the same stuff to you today as he did w/ Jonathan and I.

The only

From [REDACTED] on 2011/10/31 17:11

thing is I get what Vito's trying to do, I don't think Jonathan does or he is ignoring it

To + [REDACTED] on 2011/10/31 17:12

I told Jonathan that Vito was mad at me for not wanting to share a hotel room with him. He said just tell Vito that you are not going.

What did [REDACTED] say?

From [REDACTED] on 2011/10/31 17:13

I asked Jonathan today if we could sit down and talk. He didn't ask me if everything was ok or what it's about...didn't say yes either.

From [REDACTED] on 2011/10/31 17:14

She said she's play craps w/ him and said yes to having dinner w/ him...she has no idea what a perv he is but she'll soon find out

To + [REDACTED] on 2011/10/31 17:15

Yikes. That is not good. He legally has to do something if you tell him there is this shit going on- which is probably why he is avoiding it.

From + [REDACTED] on 2011/10/31 17:16

Idk what there is that we can do but things need to change...it's getting out of hand for you, [REDACTED] and myself

To + [REDACTED] on 2011/10/31 17:16

Omg- I feel so bad for her. He tried to kiss [REDACTED] one time when he was drunk. I am scared of him

From [REDACTED] on 2011/10/31 17:16

Exactly!!

From + [REDACTED] on 2011/10/31 17:17

Oh no!!! Yes def getting out of hand. Jonathan needs to step in and help us figure out what to do...what do you think?

To + [REDACTED] on 2011/10/31 17:19

Don't say anything yet. Let me talk to [REDACTED] and see what she thinks. He goes through waves but bringing it up to Jonathan or Vito is not going to be pretty

From + [REDACTED] on 2011/10/31 17:21

Ok I wasn't going to tell Jonathan any specifics, just to ask what's the best way for us to handle this situation. I'll hold off tho

To + [REDACTED] on 2011/10/31 17:23

Do you think Jonathan will tell Vito? You know [REDACTED] quit bc of this reason. He said super fucked up shit to her.

From [REDACTED] on 2011/10/31 17:25

Yea I knew what he was doing to [REDACTED] He did this shit to [REDACTED] too. He's been getting worse over time w/ it. Jonathan wouldn't tell VJL. He prob wouldn't

From [REDACTED] on 2011/10/31 17:26

even have anything to say to me if I did talk to him. I've talked to him in

Carolyn Kearns

From: [REDACTED]@gmail.com
Sent: Wednesday, January 04, 2012 3:13 PM
To: Carolyn Kearns
Subject: Re: termination

Thank you. I will call you then.

On Jan 4, 2012, at 3:02 PM, "Carolyn Kearns" <kearnsc@assembly.state.ny.us> wrote:

You can call me at (518)455-4191 or I can reach out to you. (The phone number I have for you is [REDACTED])

From: [REDACTED][mailto:[REDACTED]@gmail.com]
Sent: Wednesday, January 04, 2012 2:52 PM
To: Carolyn Kearns
Subject: Re: termination

2:00 pm works for me- thank you

On Jan 4, 2012, at 1:29 PM, "Carolyn Kearns" <kearnsc@assembly.state.ny.us> wrote:

Absolutely. Would 2:00 be good for you?

From: [REDACTED][mailto:[REDACTED]@gmail.com]
Sent: Wednesday, January 04, 2012 1:21 PM
To: Carolyn Kearns
Subject: Re: termination

The 12th would be better for me. Can we set up an appointment for the afternoon?

On Jan 4, 2012, at 10:17 AM, "Carolyn Kearns" <kearnsc@assembly.state.ny.us> wrote:

[REDACTED]
Thank you for getting back to me. As I noted previously, it is important that we understand what you are asking the Assembly to do. I understand that you are currently out of town and will not return until January 11th. Given that delay, is it possible to set up a date/time for us to speak on either the 11th or 12th?
Carolyn

From: [REDACTED][mailto:[REDACTED]@gmail.com]
Sent: Wednesday, January 04, 2012 8:51 AM
To: Carolyn Kearns
Subject: Re: termination

Dear Carolyn,

I am currently out of town and will follow up with your office regarding

the email I sent on December 14th when I return on Jan 11th.

Sincerely,

On Dec 15, 2011, at 10:40 AM, "Carolyn Kearns" <kearnsc@assembly.state.ny.us> wrote:

Dear Ms. [REDACTED],

Please be advised that Bill Collins and I have received a copy of the email message you sent to Assemblyman Vito Lopez on December 14, 2011.

While you have previously received a copy of the Assembly's Sexual Harassment/Retaliation Policy, I am providing it to you again now in order to ensure that you have it before you. As stated in the policy and reiterated in our employee training, the Assembly is committed to providing our employees with a workplace free from sexual harassment. This is an obligation we take very seriously. Please note that sexual harassment and retaliation in response to a sexual harassment complaint are both prohibited. Complaints of sexual harassment are investigated as discretely as possible.

We would like to follow up with you regarding this matter. It is of particular importance that we understand whether it was your intention to file a formal complaint of sexual harassment by sending us a copy of the email to Assemblyman Lopez. Please contact us at your earliest convenience.

Sincerely,

Carolyn Kearns
Deputy Counsel to the Majority
448M Capitol
Albany, NY 12054
(518)455-4191

<http://intranet.nysa.us/files/2011harass.pdf>

From: [REDACTED] [mailto:[REDACTED]@gmail.com]
Sent: Wednesday, December 14, 2011 1:02 PM
To: [REDACTED]
Cc: pagey@assembly.state.ny.us;
collinsw@assembly.state.ny.us;
kearnsc@assembly.state.ny.us
Subject: termination

December 14th, 2011

Dear Assemblyman Vito Lopez:

As you are fully aware, you fired me on Sunday, after a series of escalating incidents in which I repeatedly denied your sexual advances and told you to stop making sexual and other inappropriate remarks to me and other staff or to retaliate against me, and after I reported your behavior last week to human resources. Although you told me that I should still report for work for a brief transition before leaving, you then continued to yell at me on Monday, within ear shot of all staff, stating that you were "not going to get caught up in this minutia type of thing" or "be bogged down in bullshit." I no longer feel safe at work or in your presence. It is impossible for me to perform my actual job, and I need time to recover from the way I have been treated. You have forced me out, and I am no longer able to report to work. I ask that you continue to pay me while I recover. In any event, I currently have 5 personal days and 6 days of unused comp time, so regardless of your position, I should receive a paycheck through and including December 28, 2011.

I have left all work related materials and papers on my desk and my keys, and left instructions for staff to deal with outstanding matters. My Assembly I.D. will be placed in the mail as of later today.

12/28/11

4:50 or so



Left message on her voice mail

- left my name, title etc.

- rec'd her email

- sent her response - email

- letter

- important talk to you

- find out what you want to do

Please return call - left msg #

CUTI HECKER WANG LLP

305 BROADWAY, SUITE 607
NEW YORK, NEW YORK 10007

MARIANN MEIER WANG
212. 620.2603 TEL
212. 620.2613 FAX

MWANG@CHWLLP.COM

January 12, 2012

Privileged & Confidential
For Settlement Purposes Only

By E-mail

Vito Lopez
Assemblyman
434 South 5th Street
Brooklyn, New York 11211

Carolyn Kearns, Esq.
Deputy Counsel to the Majority
448M Capitol
Albany, New York 12248

Re: [REDACTED]

Dear Assemblyman Lopez and Ms. Kearns:

This firm, together with Gloria Allred and Nathan Goldberg of Allred Maroko Goldberg in California, represents [REDACTED] and [REDACTED] who have served respectively as Assemblyman Lopez's Chief of Staff and Deputy Chief of Staff. Both women have suffered discriminatory treatment, harassment and retaliation in violation of federal, New York State and New York City laws. Both women have complained about and protested their treatment directly with Assemblyman Lopez and the Assembly's human resources department, but the result has only been further retaliation. Because of the extent of the offensive behavior, this letter is necessarily a summary and not a listing of every instance of discrimination, harassment and retaliation. As an initial matter, we direct you to refrain from discussing these allegations any further with our clients directly.

CHW000003

Background: An Office of Young, Attractive Women Required to Wear Short Skirts and High Heels

The discrimination is rampant within Lopez's Brooklyn office and comes in all guises. It is evident that Lopez undertakes to ensure that he is surrounded by staff comprised predominantly of attractive, young women, and that he rewards those who are willing to play his sexual games, and punishes those who do not.

Although applications for staff positions are received from many qualified men and women, [REDACTED] frequently observed that Lopez would choose to interview almost entirely female candidates. The more attractive they were, the more likely that they would receive an offer. On one occasion, when Lopez was in a diner being served by a young waitress who was scheduled to come in the following day for an interview, he made a point of scanning his eyes fully up and down her body in a lustful way, and then said that he definitely wanted to hire her because he had heard she was "crazy" and "drinks a lot." During interviews with women, Lopez would ask if they had children since in his view that would hinder them from being able to commit to the job fully.

Once hired, all of the women – and none of the men – are repeatedly instructed by Lopez that they must attend social functions. In at least one staff meeting, Lopez shouted that his staff needed to do "whatever it takes" to get things done, and that "if you need to flirt with the men, then flirt." Both [REDACTED] and [REDACTED] directly observed Lopez retaliate against them if they either indicated for legitimate reasons that they could not attend a social function, or if they dared to either bring a male friend or even mention a male friend at a social function. In short, if females did not make themselves available to socialize in a manner that made them appear single, Lopez would scream and shout at them or make sarcastic remarks about men and state that they were not good at their jobs.

Women working for Lopez are also told that they should be wearing short skirts or dresses and high heels – professional suits and flats were not sufficient. Lopez has actually given cash to several female staff for the express purpose of purchasing dresses or skirts. Lopez has said that he does not want his female staff wearing pants, even in normal office settings. He has insisted that women wear earrings, that one woman get her eyebrows done, and that another woman wear low cut shirts because "her breasts are small." On one occasion, when [REDACTED] wore a dress that Lopez liked, he emphasized that the dress was very "provocative," and that that was precisely the style he wanted her to always wear. He insisted that she should go out and

buy "five dresses just like this one." Lopez frequently tells his staff the story of a woman who was successful at her job because she is flirtatious.

In short, Lopez plainly makes it a requirement of the job for certain – if not all – of the younger female staff to use their bodies and have a "flirtatious" manner. If these women refuse to do so, or attempt to push back in even the most respectful, professional ways, they are punished and held back, and told that they are not "enthusiastic" or "do not fit in."

Sexual Harassment, Including Both *Quid Pro Quo* and Hostile Work Environment

The treatment of women as sexualized objects goes beyond insisting that they dress in a "provocative" manner, wear high heels and "flirt" or attend social gatherings as single, available females. It is clear that the younger women whom Lopez targets as sexual objects will succeed and be promoted only if they engage with him and accede to his behavior.

In particular, Lopez has made sexual advances to several of his female underlings, and punished them when they refuse his advances. ██████████ ██████████ has suffered this on repeated occasions. In particular, Lopez has gradually ramped up his advances, from first insisting that she "meet" with him to discuss work after hours at bars, to indicating that he would only take her on trips if she were more positive towards him, to insisting that she share a hotel room with him, stating that they should "cuddle" and directly telling her repeatedly that he is attracted to her and that the only way she could succeed at her job is if she "leaves a window of opportunity" open for the two of them to be romantically involved. While ██████████ undertook every effort to keep the relationship professional, Lopez repeatedly attempted to turn it into a sexual one, saying frequently that his relationship with his girlfriend is not working out and "needs someone in the worst way." Each time that ██████████ rebuffed Lopez's advances, the retaliation was as swift as it was certain: she would be taken off projects, told that she would be demoted, or yelled and screamed at and told for hours that she did "not have the right attitude."

Retaliation for Reporting the Discriminatory Conduct

Both ██████████ and ██████████ have complained directly to Lopez about his behavior: ██████████ both repeatedly refused Lopez's direct advances and stated expressly that his behavior and comments made her uncomfortable, and that he had to stop talking to his staff the way he did; Ms. ██████████ indicated that she would attend events and work professionally, but is not interested in dressing only in high heels or being flirtatious to achieve her

goals. As you are well aware, they also have reported the unlawful behavior to human resources. The effect of their complaints and reports has been immediate: Lopez retaliated each time each of them rejected him and terminated them or immediately scaled back their duties and responsibilities after they reported his conduct to others, indicating that they are being demoted or fired. In particular, [REDACTED] was terminated three times by Lopez, most recently on December 11, 2011, just three days after she had called Yolande Page in tears over Lopez's behavior. [REDACTED] spoke extensively with Yolande Page, as well as with Bill Collins and Carolyn Kearns on December 28, 2011, and provided an extensive memo about the unlawful behavior on January 3, 2012. Within a day of that report, [REDACTED] was told that she was being taken off two projects, and she learned yesterday that Lopez stated that she is "no good" and "is on her way out." Late yesterday, Lopez told [REDACTED] directly that it is "time for [her] to move on," and that he would give her a good recommendation if she left.

All of this behavior is not only in direct violation of federal, state and City laws, but has an enormously detrimental impact on the women who have suffered through this outrageous behavior. Rather than being evaluated for their merits or professional contributions, both women have come to realize that they could only succeed in Lopez's office if they acceded to his discriminatory requirements and offered their bodies and appearances rather than their brains or hard work. Lopez's behavior has not only made it impossible for them to do their jobs while they were present in his office, but he has quite literally forced them out of their jobs.

We have advised [REDACTED] and [REDACTED] with respect to the range of rights and remedies they have against Lopez and other individuals for failing to take action and endorsing Lopez's behavior, as well as against their employer, which include claims for economic, emotional, and punitive damages under Title VII of the Civil Rights Act of 1964, New York Executive Law § 296, and the New York City Human Rights Law. As you are no doubt aware, under New York City law, an employer is strictly liable for the discriminatory or retaliatory behavior of a supervisor. See *Zakrzewska v. New School*, 14 N.Y.3d 469, 479-80 (N.Y. 2010) (CHRL "simply does not match up with the *Faragher-Elterth* defense" and "imposes liability on the employer in three instances[, including]: where the offending employee 'exercised managerial or supervisory responsibility'")

[REDACTED] and [REDACTED] nonetheless remain willing to explore whether this matter can be resolved prior to the initiation of legal proceedings. Specifically, if you have any interest in resolving this matter through a confidential mediation process, we and our co-counsel are available

on February 1, 2012 for such mediation through JAMS in New York City. It is our understanding from JAMS' case managers that the mediator and former judge, [REDACTED] available on that date. If you wish to engage in mediation on that date, please be in touch with us immediately. You may call either Gloria Allred or Nathan Goldberg at (323) 653-6530 or Mariann Wang at (212) 620-2603.

Please note that you are officially on notice of our investigation into this case. You should preserve any and all documents, including emails, voicemails, phone records, texts and/or any other documents concerning [REDACTED] employment and interactions with Lopez. Any alteration, loss, spoliation, or destruction of any such documents, whether in electronic, digital, or hard copy form, will constitute an obstruction of this investigation, and may subject Lopez or the Assembly to sanctions in a later legal proceeding.

Nothing in this letter is intended to waive any of [REDACTED] or [REDACTED] rights to seek monetary and equitable relief. All such rights are hereby expressly reserved.

Very truly yours,



Mariann Wang

cc: Gloria Allred, Esq.
Nathan Goldberg, Esq.

Microsoft Outlook

From: Neal Kwatra
Sent: Thursday, January 12, 2012 7:05 PM
To: Arlene Smoler
Subject: Re: FYI

Great, thanks

Message sent from a Blackberry device

From: Arlene Smoler
To: Neal Kwatra
Sent: Thu Jan 12 19:02:24 2012
Subject: FW: FYI

FYI. In my discussion with Bill Collins, I talked about potential liability issues for both the Assembly and the individual, and the benefits and drawbacks of participating in JAMS mediation.

From: Arlene Smoler
Sent: Thursday, January 12, 2012 6:50 PM
To: Neal Kwatra; Kent Stauffer
Subject: FYI

FYI. I just got off the phone with Bill Collins. I can let you know how it went.

Arlene R. Smoler
Deputy Attorney General
Division of State Counsel
Office of the Attorney General
State of New York
120 Broadway, 25th Floor
New York, New York 10271-0332
Tel.: (212) 416-8972
E-Mail: Arlene.Smoler@ag.ny.gov

Andrea Kwiatkowski

From: William Collins <collinsw@assembly.state.ny.us>
Sent: Friday, August 31, 2012 11:10 AM
To: yatesj@assembly.state.ny.us
Cc: 'Carolyn Kearns'
Subject: my conversations/communication with AG's office about settlement

Shortly after we got Mariann Wang's January 12 letter seeking a mediated settlement on behalf of her clients, you called me to tell me that you had spoken to Neil Kwatra and he suggested that I speak to Deputy Attorney General Arlene Smoler. I believe I had heard her name before but, I had no previous knowledge that she was an expert in sexual harassment / sex discrimination law. I initially called Ms. Smoler because I was told that she possessed legal expertise about some issues which I didn't and for consultation as a legal colleague. I do not have dates of my early telephone conversations with Ms. Smoler. I have a slip of paper which appears to evidence my first contact with her (in fact, my note with her phone number says "Eileen Smoler"; I really didn't know her). We had, at least, two early (probably mid- or late-January) conversations about:

1. The shortcomings of the Assembly Policy in that it required a "written complaint" She said **any** complaint of any sort to anyone in a significant position in the institution needed "prompt and timely investigation" We didn't get to how prompt but, she saw this as some downside risk for us in potential litigation.
2. Whether the AG would represent us or Lopez in this matter. I was assuming they wouldn't absent litigation triggering section 17 but asked anyway. She confirmed my notion; the AG would not represent the Member (I hadn't identified him) or the Assembly.
3. The applicability of the various laws and potential judicial/administrative resources in relation to the Assembly as defendant/respondent and/or the Member as defendant/respondent. We talked about some immunity from punitive damages for the Assembly but, exposure for the Member under some of these laws. We talked about indemnification against individual liability under section 17 in relation to a finding against a supervisor which included punitive damages. She mentioned a specific case (CSEA v. Parks) which was settled, in part, with section 17 funds but, in part, with state agency funds.
4. We talked about the employees lawyers, the mediation process and a mediator who had been suggested. She was going to "Google" the law firms. She didn't think Allred was a very good lawyer but, clearly "high-profile". She thought that mediation, on balance, was a very good idea but, warned that it was also a form of "free discovery" for **both** sides.

As we got closer to the actual mediation process, I called Ms. Smoler again (once on March 27 according to our phone records). I wanted to discuss some strategy and what she thought might be a ballpark reasonable settlement. At some point - either in this conversation or earlier - she thought that there may have been some possibility of a "mid-six-figures" judgment with attorneys fees and that a "low-six-figures" settlement may be a reasonable final outcome of our process. Again, she was **not** "representing" us in any sense; just lawyer-to-lawyer conversation. By this point, I had spoken to Nancy Groenwegen, OSC Counsel, about how OSC would be able to assess - other than my word - that our potential agreed-upon expenditure of state dollars was a reasonable settlement. As I'll explain in a separate e-mail, Nancy told me that in a matter like this - where the AG was not representing us - OSC would be inclined to touch base with the AG's office (particularly, Arlene) to get a read on the reasonableness of the amount of state dollars being expended.

At some point, in a telephone conversation with Arlene, she said "You know, we've been talking about this all hypothetically. Can you tell me who the Member is?" Now believing that the agreement would probably be shared with Arlene by OSC for "vetting", I told her it was Vito Lopez.

I recall sharing at least two drafts with Arlene via e-mail. According to my e-mails that happened on May 30. From our phone records, it appears that I also placed a call to her on that date. I apologized to her twice in e-mails for making the same mistake twice - which she caught twice - in not actually attaching the referenced attachments. She ultimately got

both drafts. She read at least part of the first one because she said that Vito should not be identified as the "employer". I corrected that at her suggestion. I never got feedback from her on any other language of the draft other than her sending me a settlement template that the AG's office used so that I could consider whether any of their boilerplate language/clauses were better than our draft language/clauses.

Throughout our conversations, I was aware that - some years back - the AG had stopped doing "confidential" settlement agreements. I never asked her about our confidentiality clause or whether she thought doing a confidential settlement agreement was a good idea. We never discussed that.

My initial discussions with Arlene were clearly hypothetical and dealt with applicable law, mediation/settlement theory and practice, etc. As we got closer to closing the agreement, I wanted to share its terms with her because I thought OSC might want her input on the reasonableness of the deal insofar as it involved the expenditure of state dollars. That was my motivation though I do not believe I shared that with her and I never asked her for actual "approval" or "sign-off"; I was just trying to get her comfortable, in case she was asked by anyone, that she wouldn't need to "disapprove" of this settlement.

Microsoft Outlook

From: Neal Kwatra
Sent: Thursday, January 12, 2012 7:05 PM
To: Arlene Smoler
Subject: Re: FYI

Great, thanks

Message sent from a Blackberry device

From: Arlene Smoler
To: Neal Kwatra
Sent: Thu Jan 12 19:02:24 2012
Subject: FW: FYI

FYI. In my discussion with Bill Collins, I talked about potential liability issues for both the Assembly and the individual, and the benefits and drawbacks of participating in JAMS mediation.

From: Arlene Smoler
Sent: Thursday, January 12, 2012 6:50 PM
To: Neal Kwatra; Kent Stauffer
Subject: FYI

FYI. I just got off the phone with Bill Collins. I can let you know how it went.

Arlene R. Smoler
Deputy Attorney General
Division of State Counsel
Office of the Attorney General
State of New York
120 Broadway, 25th Floor
New York, New York 10271-0332
Tel.: (212) 416-8972
E-Mail: Arlene.Smoler@ag.ny.gov

Subject: Re: [REDACTED] v. Lopez/Assembly
Date: Friday, January 20, 2012 4:05:43 PM ET
From: Mariann Wang <mwang@chwllp.com>
To: William Collins <collinsw@assembly.state.ny.us>

For Settlement Purposes Only

Bill:

Thanks for your message and the sentiment expressed at trying to address this in a timely manner. I am waiting to hear from my clients as they consider what is best for their emotional health. My hope is to call you on Monday to discuss your offer, if you are around.

With respect to your second paragraph below, it is my understanding that both my clients communicated repeatedly with various individuals in the Assembly (both your office and human resources) complaining about Mr. Lopez's conduct and behavior. Ms. [REDACTED] was crying and plainly disturbed by her treatment. Under governing law, I am not aware that the victim is required precisely to direct or require a particular outcome or specific next steps, but that instead the employer has the responsibility to take appropriate action in a meaningful manner that both protects the employee and ensures their safety and the cessation of the unlawful behavior — and ensures that no retaliation occurs.

One logistics question: I realize you need time sheets from my clients, and I will forward you our understanding of their hours, but with respect to this past Wednesday's paycheck, Ms. [REDACTED] has received hers but Ms. [REDACTED] has not. Do you know status?

Thank you,
Mariann

CUTI HECKER WANG LLP
305 BROADWAY, SUITE 607
NEW YORK, NEW YORK 10007

TEL: 212.620.2603 | FAX: 212.620.2613
EMAIL: MWANG@CHWLLP.COM

From: William Collins <collinsw@assembly.state.ny.us>
Date: Thu, 19 Jan 2012 16:18:52 -0600
To: Mariann Wang <mwang@chwllp.com>
Subject: RE: [REDACTED] and [REDACTED] v. Lopez/Assembly

Privileged and Confidential - For Settlement Purposes Only

Ms. Wang:

I reached out to you this morning to let you know that the Assembly appreciates your clients' desire to resolve this matter in a timely manner. As I noted in my recent letter to you, we are interested in discussing with you whether your clients are interested in accepting comparable employment within the Assembly. If they are, we can offer a seamless transition to new positions at their current salaries.

With respect to the assertion in your email correspondence with Mr. Lefcourt that your clients were waiting for the Assembly to take meaningful action, please recall that the Assembly repeatedly sought, but never received, any indication from your clients what action, if any, they wished the Assembly to take, including whether or not they wished to trigger the Assembly's sexual harassment

complaint process.

Please be assured that the Assembly is not only open to participating in a confidential mediation process, but remains willing to engage in immediate discussions to address any concerns or misapprehensions your clients may have regarding their employment status and any interest they might have in accepting comparable Assembly employment.

Bill Collins

From: Mariann Wang [<mailto:mwang@chwllp.com>]
Sent: Wednesday, January 18, 2012 9:34 PM
To: Lefcourt@Lefcourtlaw.com
Cc: Gloria Allred; Nathan Goldberg; Julie Ehrlich; William Collins
Subject: [REDACTED] and [REDACTED] v. Lopez/Assembly

Privileged & Confidential — For Settlement Purposes Only

Mr. Lefcourt:

I've had a chance to speak with both my clients and my co-counsel after you and I spoke this evening. While I completely understand the difficulties of your beginning a trial in a few days, unfortunately we are not able to wait until "about mid February" for you to "look into this" and generally get back to us. I understand that Mr. Lopez has had you on retainer for awhile, and that you have several very capable attorneys in your office. More importantly from our perspective, our clients have had to live with your client's humiliating and abusive behavior for many months, and tried repeatedly to get him to stop and for the Assembly to take meaningful action before they ultimately chose the final recourse of hiring attorneys to take action. They do not wish now to remain in limbo and continue to have their serious allegations further dismissed as irrelevant. We reached out to your client and the Assembly's counsel to see if both your clients want amicably to resolve this. Mr. Collins expressed an interest on behalf of the Assembly the day after we sent our letter, though he wanted Mr. Lopez participating. We remain willing to work with you in good faith, but only if we have a commitment from both of your clients to engage in a JAMS mediation on a date certain and with a jointly chosen mediator. We are open to selecting other dates and mediators within a reasonable timeframe, but we seek a commitment to that process by no later than COB Monday. Otherwise, we will resort to litigation.

Mariann

Cuti Hecker Wang LLP
www.cutiheckerwang.com

Kirschner, Kenneth

From: Alicia Searles <searlesa@assembly.state.ny.us>
Sent: Wednesday, March 28, 2012 12:41 PM
To: Kirschner, Kenneth
Cc: 'William Collins'
Subject: A Message from William Collins
Attachments: Kirschner email attachment.pdf

Ken,

We had a non-productive, unsatisfying pre-mediation conference call with Margarit Shaw this morning. Allegedly, Ms. Wang has some "smoking gun" tapes of phone conversations between the Assemblyman and [REDACTED]. To date, Ms. Wang has simply ignored three requests by the Assemblyman's counsel for a copy of the tapes to enable the Assemblyman - and us, of course - to assess the strength of their case and potential downside risk for settlement purposes.

We subsequently spoke to Ms. Shaw who agreed with us that we need more info they have before we have any earnest discussions with the Comptroller's Office and the Attorney General's Office; necessary predicates to us having any authority to commit any State dollars. She is going to push Ms. Wang to get us some specifics beyond her initial shock letter.

We are, as we advised, hardpressed to come up with even ad arguendo legal arguments and citations without more on the alleged "facts".

Thanks in advance for taking a look at this stuff,

Bill

Alicia D. Searles
Executive Assistant
Office of Counsel to the Majority
New York State Assembly
State Capitol, Room 448M
Albany, NY 12248

Office Phone (518) 455-4191
Office Fax (518) 455-4103

Pearson, Linda F.

From: William Collins <collinsw@assembly.state.ny.us>
Sent: Monday, April 16, 2012 12:01 PM
To: Kirschner, Kenneth
Subject: RE: A Message from William Collins

Ken,

We also pointed to the fact that they have argued that they were both fired in retaliation for having invoked our sexual harassment grievance process but, factually, (a) they never invoked the process and (b) they never came off the Assembly payroll. We have argued that the value of keeping them on the payroll in 2012 on leave, and then at VERY low-pressure, low-expectation "work" assignments should be counted as if it were a "backpay" settlement amount (adds up to another \$50,000 or so). Our position throughout has been; we pay and then everyone waives any future proceeding of any sort based upon anything related to their Assembly employment. Margaret certainly understands that. We agree that this is about three complainants lawyers getting a substantial "cut". We never met Gloria Allred but, we did pass her in the halls a few times; tacky dresser...

Presently, we have no additional face-time scheduled with Margaret. Dealing by phone or e-mail. Will keep you posted.

Bill

From: Kirschner, Kenneth [mailto:kenneth.kirschner@hoganlovells.com]
Sent: Monday, April 16, 2012 11:25 AM
To: William Collins
Subject: RE: A Message from William Collins

Bill,

Thanks for the update. I agree with your strategy. You have put about a year's pay on the table for both which is very reasonable. It is definitely plaintiff's and the Assemblyman's next move. If you are meeting through "closed doors", you may want me to be present so I can get a better read from Margaret where the case is going. I think you have probably met the expectations of the plaintiffs and now this is all about attorneys' fees.

Sounds like they have little or no case with regard to the counsel and she is along for the ride. Have they both agreed to give up their positions for a monetary settlement?

Ken

From: William Collins [mailto:collinsw@assembly.state.ny.us]
Sent: Monday, April 16, 2012 11:06 AM
To: Kirschner, Kenneth
Subject: RE: A Message from William Collins

Ken,

Thanks for your continuing interest (and thanks, again, for your guidance). Margaret had clearly read our pre-mediation submission and hit the ground running. She was very professional and worked very hard in a "shuttle diplomacy" role. We actually never met with the complainants or their lawyers last Monday. Apparently, the principle complainant spent most of the day in tears. We spent the day "caucusing" with the Assemblyman and his lawyers and meeting with

Margaret when she wasn't meeting with the other side. We left last Monday still very far apart but, with a notion that we would continue dialog.

They came down from an initial, absurd position of \$1.2M by cutting it in half to \$600,000. We ended the day at around \$100,000 which included \$20,000 kicked in by the Assemblyman. Over the course of the day, we learned some awkward things about his interactions with one of the complainants via transcriptions of recorded conversations. We had anticipated buying our way out of this ourselves but, everyone realized pretty quickly that the Assembly actually had very little liability as an institution and the Assemblyman had made some serious mistakes but, is pretty judgment-proof.

We told Margaret we are in internal conversations and conversations with the Assemblyman's lawyers about some small movement. We're presently disinclined to put much more on the table for fear of bidding against ourselves; in our judgment, the other side hasn't done any earnest "bidding" yet and we're close to our actual bottom line.

Bill

From: Kirschner, Kenneth [<mailto:kenneth.kirschner@hoganlovells.com>]
Sent: Monday, April 16, 2012 10:42 AM
To: William Collins
Cc: kearnsc@assembly.state.ny.us
Subject: RE: A Message from William Collins

Bill,

Just checking on the status of the mediation? How did things go with Ms. Shaw?

Ken

From: William Collins [<mailto:collinsw@assembly.state.ny.us>]
Sent: Thursday, March 29, 2012 6:15 PM
To: Kirschner, Kenneth
Cc: kearnsc@assembly.state.ny.us
Subject: Re: A Message from William Collins

Ken,

We'd greatly appreciate your critical review and have some additional time so, please take a thorough look over the weekend if you can. Thanks,

Bill

From: Kirschner, Kenneth [<mailto:kenneth.kirschner@hoganlovells.com>]
Sent: Thursday, March 29, 2012 06:10 PM
To: Alicia Searles <searlesa@assembly.state.ny.us>
Cc: 'William Collins' <collinsw@assembly.state.ny.us>
Subject: RE: A Message from William Collins

Bill,

Do you have time for me to look at this over the weekend or do you need comments tomorrow. I think it needs more development to say that the Member was joking when he said they were fired (assume he has done that before) and

otherwise there was no adverse employment action or constructive discharge. Although the letter indicates this happened frequently, it seems it was less so towards the counsel and therefore not repeated and pervasive.

Will provide more details after a thorough review.

Ken

From: Alicia Searles [<mailto:searlesa@assembly.state.ny.us>]

Sent: Wednesday, March 28, 2012 12:41 PM

To: Kirschner, Kenneth

Cc: 'William Collins'

Subject: A Message from William Collins

Ken,

We had a non-productive, unsatisfying pre-mediation conference call with Margarat Shaw this morning. Allegedly, Ms. Wang has some "smoking gun" tapes of phone conversations between the Assemblyman and [REDACTED]. To date, Ms. Wang has simply ignored three requests by the Assemblyman's counsel for a copy of the tapes to enable the Assemblyman - and us, of course - to assess the strength of their case and potential downside risk for settlement purposes.

We subsequently spoke to Ms. Shaw who agreed with us that we need more info they have before we have any earnest discussions with the Comptroller's Office and the Attorney General's Office; necessary predicates to us having any authority to commit any State dollars. She is going to push Ms. Wang to get us some specifics beyond her initial shock letter.

We are, as we advised, hardpressed to come up with even ad arguendo legal arguments and citations without more on the alleged "facts".

Thanks in advance for taking a look at this stuff,

Bill

Alicia D. Searles
Executive Assistant
Office of Counsel to the Majority
New York State Assembly
State Capitol, Room 448M
Albany, NY 12248

Office Phone (518) 455-4191

Office Fax (518) 455-4103

About Hogan Lovells

Hogan Lovells is an international legal practice that includes Hogan Lovells US LLP and Hogan Lovells International LLP. For more information, see www.hoganlovells.com.

CONFIDENTIALITY. This email and any attachments are confidential, except where the email states it can be disclosed; it may also be privileged. If received in error, please do not disclose the contents to anyone, but notify the sender by return email and delete this email (and any attachments) from your system.

William Collins

From: Kirschner, Kenneth [kenneth.kirschner@hoganlovells.com]
Sent: Monday, June 04, 2012 11:47 AM
To: William Collins
Subject: RE: initial suggested changes to counterproposal

Bill,

Short answer is yes. You will need to provide another paragraph making any breaches of the agreement subject to arbitration (why not make it a JAMS arbitrator or Margaret Shaw) and all parties consent that they are giving up any right to bring said action in court and waiver of jury trial.

I would keep the requirement not to re-apply in the agreement. What may happen is that they could re-apply, not get hired, then bring a retaliation claim against the Assembly or the Member for raising claims of harassment. Hence, you will be right back "in the soup" with them. Therefore, I suggest keeping the language and let the Senate deal with them!

Ken

From: William Collins [mailto:collinsw@assembly.state.ny.us]
Sent: Monday, June 04, 2012 11:30 AM
To: Kirschner, Kenneth
Subject: FW: initial suggested changes to counterproposal

Ken,

Here is Wang's counterproposal (now in blue) and my initial suggestions for how to deal with some of here proposed changes now in red. Seems like most vexing issue will be how to deal with "secrecy enforcement"; Vito's lawyers want liquidated damages. Can we propose arbitration of amount of actual damages in event of breach?

Thanks, Bill

From: William Collins [mailto:collinw@assembly.state.ny.us]
Sent: Monday, June 04, 2012 11:24 AM
To: 'Gerald Lefcourt'; 'Sheryl E. Reich'
Cc: 'James Yates'; 'Carolyn Kearns'
Subject: initial suggested changes to counterproposal

I'm not sure how to address the elimination of the liquidated damages clause.

The attached contains some of my thoughts and some suggested tax language and agreement approval from the Comptroller's Counsel's office.

Our administrative foks and OSC seem to think this can be done within 30 calendar days but I suggest counterproposing 30 business days for a start (don't know about the Assdemblyman's timing on getting his money together).

Would challenge **why** they need "record retention" of training when we commit to do it.

Personally, I don't really care if they apply for re-employment elsewhere in Assembly; others may disagree.

Wang caught my typo in [REDACTED] release; sorry.

Still waiting for corrected [REDACTED] reference letter from Jonathan.

About Hogan Lovells

Hogan Lovells is an international legal practice that includes Hogan Lovells US LLP and Hogan Lovells International LLP. For more information, see www.hoganlovells.com.

CONFIDENTIALITY. This email and any attachments are confidential, except where the email states it can be disclosed; it may also be privileged. If received in error, please do not disclose the contents to anyone, but notify the sender by return email and delete this email (and any attachments) from your system.

Microsoft Outlook

From: Arlene Smoler

Sent: Tuesday, March 27, 2012 4:09 PM

To: Kent Stauffer

Subject: Re: Telephone Message from Bill Collins, (NY State Assembly)

I spoke with Bill Collins. The Assembly is engaging in a mediation of the sexual harassment claims against an Assemblyman we had previously discussed. We talked about some options about what could be offered during the mediation.

Message sent from a Blackberry device

From: Patricia Russo

To: Arlene Smoler

Sent: Tue Mar 27 15:13:35 2012

Subject: FW: Telephone Message from Bill Collins, (NY State Assembly)

I meant "Counsel"

From: Patricia Russo

Sent: Tuesday, March 27, 2012 3:12 PM

To: Arlene Smoler

Subject: Telephone Message from Bill Collins, (NY State Assembly)

Bill Collins called for you at 3:10 p.m. He is Council for the Majority for the Assembly. Asked that you call him at (518) 455-4191. I told his secretary you are

at a conference and may not be able to call back today. I asked Kent if he wanted to take the call in your place, but he asked me to e-mail you to see if you are

able to call him back.

Fwd: Phone call from Bill Collins - NYS Assembly
Nancy Groenwegen
to:
John Dalton
03/27/2012 05:49 PM
Show Details

Remind me to tell what this was about. Rostow-like involving the Assembly

Begin forwarded message:

From: "Victoria Wilson" <VWilson@osc.state.ny.us>
Date: March 27, 2012 3:12:05 PM EDT
To: "Nancy Groenwegen" <NGroenwegen@osc.state.ny.us>
Subject: Phone call from Bill Collins - NYS Assembly

(518) 455-4191

Victoria Wilson
NYS Office of the State Comptroller
vwilson@osc.state.ny.us
(518) 474-5242

Arlene Smoler

From: William Collins [collinsw@assembly.state.ny.us]
Sent: Tuesday, May 29, 2012 5:08 PM
To: Arlene Smoler; NGroenwegen@osc.state.ny.us
Subject: draft settlement agreement and releases
Attachments: [REDACTED] SETTLEMENT AGREEMENT.doc
CONFIDENTIAL SETTLEMENT DOCUMENT

Arlene and Nancy,

After several conversations with both of you and extensive mediation/negotiations, we appear to have successfully concluded our negotiations with both complainants for a total cash outlay for damages and attorney's fees of \$135,080 (\$103,080 from the Assembly and \$32,000 from the Assemblyman). Note that complainants initially sought \$1.2M and reduced their settlement number only once (to \$600,000) before we drew a hard-and-fast line at salary/benefits from their continuing employment to May 30 (they have both actually been working) and damages (not frontpay) as noted.

I have drafted the attached and forwarded it around internally and to the Assemblyman's counsel. Note that it does not provide liquidated damages for a breach of confidentiality by us (I suspect the complainant's counsel will seek this), I'm expecting the distribution breakdown from complainant's counsel imminently and we'll do pro-rata Assembly/Assemblyman contributions, the releases are to be executed in relation to their receipt of the cash, and it's all cash (so we'll do 1099's).

I'd appreciate any thoughts either of you might have on this draft.

Bill

8/29/2012

SMOLER0072

DRAFT SETTLEMENT AGREEMENT

THIS AGREEMENT, made by and between the following parties: the Assembly of the State of New York and Member of Assembly Vito Lopez (who may, hereinafter, be referred to collectively as the "Employer"), and [REDACTED] residing at ___ and [REDACTED] residing at ___ (who may, hereinafter, be referred to collectively as the "Employees").

WHEREAS, a dispute has arisen concerning the employment of the Employees in the office of the Member of Assembly Vito Lopez and,

WHEREAS, the parties desire to resolve this matter without resort to litigation or any administrative proceeding of any sort;

NOW, THEREFORE, it is agreed between the Employer and the Employees, individually and collectively, that:

1. The Employer agrees to pay [REDACTED] the lump sum _____ as damages in lieu of any other form of compensation in complete resolution of this dispute including but not limited to any form of wages, benefits or other potential frontpay or backpay liability. The payment of this amount is to be allocated between the Assembly of the State of New York and Member of Assembly Vito Lopez as follows: Upon receipt of such payment, [REDACTED] hereby agrees to execute the Release attached hereto as Exhibit "A".
2. The Employer agrees to pay [REDACTED] the lump sum of _____ as damages in lieu of any other form of compensation in complete resolution of this dispute including but not limited to any form of wages, benefits or other potential frontpay or backpay liability. The payment of this amount is to be allocated between the Assembly of the State of New York and Member of Assembly Vito Lopez as follows: Upon receipt of such payment, [REDACTED] hereby agrees to execute the Release attached hereto as Exhibit "B".
3. The Employer agrees to pay the lump sum of _____, collectively, to the law firms of Cutti Hecker Wang LLP and Allred Maroko Goldberg in complete resolution of any and all attorney fee obligations or liabilities in relation to any legal work performed in their representation, individually or

collectively, of the Employees in relation to this dispute. The payment of this amount is to be allocated between the Assembly of the State of New York and Member of Assembly Vito Lopez as follows:

4. Both [REDACTED] and [REDACTED] will resign from Assembly employment effective close of business May 31, 2012.
5. Upon execution of this Agreement, [REDACTED] will receive the attached "to whom it may concern", generic positive recommendation (Exhibit "C") concerning the performance of her tasks and duties assigned to her during her Assembly employment. In accordance with Assembly practice, inquiries from any potential employer, potential landlord, potential creditor, or other such person or entity will receive a response indicating Ms. [REDACTED]'s last job title, duration of Assembly employment, and annual salary.
6. Upon execution of this Agreement, [REDACTED] will receive the attached "to whom it may concern", generic positive recommendation (Exhibit "D") concerning the performance of her tasks and duties assigned to her during her Assembly employment. In accordance with Assembly practice, inquiries from any potential employer, potential landlord, potential creditor, or other such person or entity will receive a response indicating Ms. [REDACTED]'s last job title, duration of Assembly employment, and annual salary.
7. Member of Assembly Vito Lopez and the entire staff of the office of Member of Assembly Vito Lopez will, within 90 days of the execution of this Agreement receive supplementary instruction – in addition to that which is biennially provided to Members of the Assembly and staff – concerning the identification and avoidance of sex discrimination and sexual harassment in the workplace. This training may be conducted in separate sessions.
8. Except in response to a court order or in response to a valid subpoena, neither any party to this Agreement, nor any representative, heir, assign or other person affiliated with any party to this Agreement will discuss or make any statement of any sort concerning the underlying circumstances of the dispute which has given rise to this Agreement or any terms of this Agreement with any other person or entity. Each of the Employees and their representatives agree that the Employer shall be entitled to liquidated damages of five thousand dollars (\$5,000) or actual damages, whichever is greater, from the person or entity breaching the terms of this paragraph for each breach of this paragraph, and any breach of this paragraph by either Employee or their representative shall be considered a material breach.
9. Nothing contained herein shall be deemed to imply or to constitute an admission of any sort that any party to this Agreement acted improperly or unlawfully.

IN WITNESS WHEREOF, the parties and their representatives have hereunto set their hands.

Date:

NEW YORK STATE ASSEMBLY

By: _____
(Print Name)

TITLE: Counsel to the Majority

Date:

Date:

CUTTI HECKER WANG LLP

By: _____
(Print Name)

Date:

MEMBER OF ASSEMBLY VITO LOPEZ

Date:

ALLRED MROKO GOLDBERG

By: _____

Date:

Exhibit "A"

RELEASE

_____ residing at _____, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of _____ received, in toto, from the Assembly of the State of New York and Member of Assembly Vito Lopez collectively, and in consideration of the other promises and covenants set forth in the attached Agreement releases and discharges the State of New York and Member of Assembly Vito Lopez from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or relating to the employment of _____ by the Assembly of the State of New York and/or Member of Assembly Vito Lopez.

IN WITNESS WHEREOF, _____ has hereunto set her hand on this ____ day of ____, 2012.

STATE OF NEW YORK
COUNTY OF _____

On the ____ day of _____, 2012, before me personally came _____, to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

Exhibit "B"

RELEASE

[REDACTED], residing at _____, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of _____ received, in toto, from the Assembly of the State of New York and Member of Assembly Vito Lopez collectively, and in consideration of the other promises and covenants set forth in the attached Agreement releases and discharges the State of New York and Member of Assembly Vito Lopez from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or relating to the employment of [REDACTED] by the Assembly of the State of New York and/or Member of Assembly Vito Lopez.

IN WITNESS WHEREOF, [REDACTED] has hereunto set her hand on this ___ day of ___, 2012.

[REDACTED]

STATE OF NEW YORK
COUNTY OF _____

On the ___ day of _____, 2012, before me personally came [REDACTED], to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

[REDACTED]

William Collins

From: William Collins [collinw@assembly.state.ny.us]
Sent: Wednesday, May 30, 2012 11:53 AM
To: 'Gerald Lefcourt'; 'Sheryl E. Reich'
Cc: 'Carolyn Kearns'; 'James Yates'
Subject: SECOND draft of settlement agreement
Attachments: [REDACTED] SETTLEMENT AGREEMENT.doc

I have incorporated Gerry and Sheryl's comments and suggestions as well as those of an outside employment lawyer with whom we have been consulting. I think we should attempt to get this to Ms. Wang ASAP but, suppose we may need some time to negotiate its terms. I will consult with Jim Yates about possibly keeping these folks on the payroll as long as C.O.B. June 6 (the end of an Assembly payroll period) if necessary.

DRAFT SETTLEMENT AGREEMENT

THIS AGREEMENT, made by and between the following parties: the New York State Assembly (or, "Assembly") and Member of Assembly Vito Lopez (who may, hereinafter, be referred to collectively as the "Employer"); [REDACTED] residing at [REDACTED] and [REDACTED] residing at [REDACTED] (who may, hereinafter, be referred to collectively as the "Employees"); and Cuti Hecker Wang, LLP, and Allred Maroko & Goldberg (who may, hereinafter, be referred to collectively the "Law Firms").

WHEREAS, a dispute has arisen concerning the employment of the Employees in the office of the Member of Assembly Vito Lopez and,

WHEREAS, the parties desire to resolve this matter without resort to litigation or any administrative proceeding of any sort;

NOW, THEREFORE, it is agreed between the Employer and the Employees, individually and collectively, that:

1. The New York State Assembly will pay to the law firm of Cuti Hecker Wang LLP a lump sum of one hundred three thousand, eighty dollars (\$103,080), as soon as is reasonably possible, for distribution as prescribed by the terms of this Agreement.
2. Member of Assembly Vito Lopez will pay to the law firm of Cuti Hecker Wang LLP a lump sum of thirty-two thousand dollars (\$32,000), as soon as is reasonably possible, for distribution as prescribed by the terms of this Agreement.
3. Upon signing and execution of this Agreement by each of the Employees, each shall also sign and execute the respective Releases attached hereto as Exhibits "A" and "B". Such Releases shall be held in escrow by the law firm of Cuti Hecker Wang LLP until payment of the amounts prescribed by paragraphs 1 and 2 of this Agreement have been made.
4. Upon receipt of the payments identified in paragraphs 1 and 2 of this Agreement, Cuti Hecker Wang LLP unconditionally agrees to immediately deliver to the New York State Assembly the original, signed Releases held in escrow by them pursuant to the provisions of paragraph 3 of this Agreement. Cuti Hecker Wang LLP further agrees that there shall be no distribution or retention of any funds pursuant to paragraphs 5, 6, 7 and 8 of

this Agreement until such time as both Releases are delivered to the New York State Assembly.

5. From the amounts identified in paragraphs 1 and 2 of this Agreement, a total amount of sixty thousand, seven hundred and eighty-six dollars (\$60,786) shall be paid to [REDACTED] as damages in lieu of any other form of compensation in complete resolution of this dispute including but not limited to any form of wages, benefits or other potential frontpay or backpay liability. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, [REDACTED] shall be paid forty-six thousand three hundred and eighty-six dollars (\$46,386), and from the amount paid pursuant to paragraph 2 of this Agreement, [REDACTED] shall be paid fourteen thousand, four hundred dollars (\$14,400).
6. From the amounts identified in paragraphs 1 and 2 of this Agreement, a total amount of twenty thousand, two hundred and sixty-two dollars (\$20,262) shall be paid to [REDACTED] as damages in lieu of any other form of compensation in complete resolution of this dispute including but not limited to any form of wages, benefits or other potential frontpay or backpay liability. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, [REDACTED] shall be paid fifteen thousand four hundred and sixty-two dollars (\$15,462), and from the amount paid pursuant to paragraph 2 of this Agreement, [REDACTED] shall be paid four thousand, eight hundred dollars (\$4,800).
7. From the amounts identified in paragraphs 1 and 2 of this Agreement, the law firm of Cuti Hecker Wang LLP shall retain a total amount of twenty-seven thousand, six hundred and sixteen dollars (\$27,016) in complete resolution of any and all attorney fee obligations or liabilities in relation to any legal work performed in their representation, individually or collectively, of the Employees in relation to this dispute. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, Cuti Hecker Wang LLP shall retain the amount of twenty thousand six hundred and sixteen dollars (\$20,616), and from the amount paid pursuant to paragraph 2 of this Agreement, Cuti Hecker Wang, LLP shall retain the amount of six thousand, four hundred dollars (\$6,400).
8. From the amounts identified in paragraphs 1 and 2 of this Agreement, the law firm of Allred Maroko & Goldberg shall be paid a total amount of

twenty-seven thousand, six hundred and sixteen dollars (\$27,016) in complete resolution of any and all attorney fee obligations or liabilities in relation to any legal work performed in their representation, individually or collectively, of the Employees in relation to this dispute. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, Allred Maroko & Goldberg shall be paid the amount of twenty thousand six hundred and sixteen dollars (\$20,616), and from the amount paid pursuant to paragraph 2 of this Agreement, Allred Maroko & Goldberg shall be paid the amount of six thousand, four hundred dollars (\$6,400).

9. The Employer is not responsible for and shall be indemnified against any and all federal, state or local tax liabilities accruing to any of the Employees or Law Firms in relation to receipt of monies pursuant to paragraphs 5, 6, 7 or 8 of this Agreement.
10. The tender and acceptance of employment by each of the Employees with the New York State Assembly during the period January 1, 2012 through May 31, 2012 and payment of wages and all benefits of employment to each of the Employees during such period shall be deemed as a portion of the consideration received by them in the settlement evidenced by this Agreement.
11. Both [REDACTED] and [REDACTED] will resign from New York State Assembly employment effective close of business May 31, 2012. No further salary or other benefits of employment with the New York State Assembly shall be due, owed, or paid to either of the Employees except as payments of any sort earned for services provided during the period January 1, 2012 through May 31, 2012. Each of the Employees agrees not to reapply for future employment in any offices of the New York State Assembly or any Member thereof.
12. Upon execution of this Agreement, [REDACTED] will receive the attached "to whom it may concern", generic positive recommendation (Exhibit "C") concerning the performance of her tasks and duties assigned to her during her Assembly employment. In accordance with Assembly practice, inquiries from any potential employer, potential landlord, potential creditor, or other such person or entity will receive a response indicating [REDACTED]'s last job title, duration of Assembly employment, and annual salary.
13. Upon execution of this Agreement, [REDACTED] will receive the attached "to whom it may concern", generic positive recommendation (Exhibit "D") concerning the performance of her tasks and duties assigned to her during her Assembly employment. In accordance with Assembly practice, inquiries

from any potential employer, potential landlord, potential creditor, or other such person or entity will receive a response indicating [REDACTED] last job title, duration of Assembly employment, and annual salary.

14. Member of Assembly Vito Lopez and the staff of the office of Member of Assembly Vito Lopez will, within 90 days of the execution of this Agreement receive supplementary instruction – in addition to that which is biennially provided to Members of the Assembly and staff – concerning the Assembly Affirmative Action Policy, the Assembly Sexual Harassment/Retaliation Policy, and identification and avoidance of sex discrimination and sexual harassment in the workplace. A record concerning the dates and nature of this training shall be created and maintained by the New York State Assembly. This training may be conducted in separate sessions.
15. Except in response to a court order or in response to a valid subpoena, neither any party to this Agreement, nor any representative, heir, assign or other person affiliated with any party to this Agreement will discuss or make any statement of any sort concerning the underlying circumstances of the dispute which has given rise to this Agreement or any terms of this Agreement with any other person or entity. Each of the Employees and their representatives agree that the Employer shall be entitled to liquidated damages of ten thousand dollars (\$10,000) or actual damages, whichever is greater, from the person or entity breaching the terms of paragraph 15 or 16 of this Agreement for each breach of this paragraph, and any breach of paragraphs 15 or 16 of this Agreement by either Employee or their representative shall be considered a material breach.
16. The Employees hereby agree, individually and collectively, that they shall not communicate or publish, or cause to be communicated or published, any disparaging remarks, comments or statements in any form concerning any aspect, circumstance or incident involving their employment in the office of Member of Assembly Vito Lopez or any office(s) of the New York State Assembly.
17. Each of the Employees and their representatives agree that the Employer shall be entitled to liquidated damages of ten thousand dollars (\$10,000) or actual damages, whichever is greater, from the person or entity breaching the terms of paragraph 15 or 16 of this Agreement for each breach of such terms, and any breach of paragraphs 15 or 16 of this Agreement by either Employee or their representative shall be considered a material breach.
18. Any claim, action, suit or other dispute relating to any terms of this Agreement or the Releases entered into pursuant to this Agreement shall be

commenced in the City of New York and governed by the provisions of the laws of the State of New York.

19. The Employees hereby expressly acknowledge, individually and collectively, that they are signing this Agreement knowingly and voluntarily and upon the advice of the Law Firms by which they are and have been represented.
20. This Agreement may be signed in counterparts and any telefaxed or electronically transmitted signed copy of this Agreement will be equally as valid for all purposes as an original signed copy.
21. Nothing contained herein shall be deemed to imply or to constitute an admission of any sort that any party to this Agreement acted improperly or unlawfully.

IN WITNESS WHEREOF, the parties and their representatives have hereunto set their hands.

[Redacted]

Date:

NEW YORK STATE ASSEMBLY

By: _____
(Print Name)

TITLE: Counsel to the Majority

[Redacted]

Date:

Date:

CUTTI HECKER WANG LLP

By: _____
(Print Name)

MEMBER OF ASSEMBLY VITO LOPEZ

Date:

Date:

ALLRED MAROKO & GOLDBERG

By: _____

Date:

Exhibit "A"

RELEASE

██████████, residing at _____, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of sixty thousand, seven hundred and eighty-six dollars (\$60,786) received, in toto, from the New York State Assembly and Member of Assembly Vito Lopez collectively, and in consideration of the other promises and covenants set forth in the attached Agreement releases and discharges the State of New York and Member of Assembly Vito Lopez from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands under Title VII of the Civil Rights Act of 1964, the New York State Executive Law, or the New York City Human Rights Act including but not limited to claims for gender, sex, race, age, religious and any other protected characteristics, sexual harassment, retaliation as well as any other actions, causes of action, suits, agreements, promises, damages, judgment, complaints, and demands of any sort under any other statutes, contract or tort law in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or relating to the employment of ██████████ by the Assembly of the State of New York and/or Member of Assembly Vito Lopez.

IN WITNESS WHEREOF, ██████████ has hereunto set her hand on this ____ day of ____, 2012.

STATE OF NEW YORK
COUNTY OF _____

On the ___ day of _____, 2012, before me personally came _____ to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

Exhibit "B"

RELEASE

_____ residing at _____, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of fifteen thousand, four hundred and sixty-two dollars (\$15,462) received, in toto, from the New York State Assembly and Member of Assembly Vito Lopez collectively, and in consideration of the other promises and covenants set forth in the attached Agreement releases and discharges the State of New York and Member of Assembly Vito Lopez from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands under Title VII of the Civil Rights Act of 1964, the New York State Executive Law, or the New York City Human Rights Act including but not limited to claims for gender, sex, race, age, religious and any other protected characteristics, sexual harassment, retaliation as well as any other actions, causes of action, suits, agreements, promises, damages, judgment, complaints, and demands of any sort under any other statutes, contract or tort law in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or

relating to the employment of [REDACTED] by the New York State Assembly
and/or Member of Assembly Vito Lopez.

IN WITNESS WHEREOF, [REDACTED] has hereunto set her hand on this ____
day of ____, 2012.

[REDACTED]

STATE OF NEW YORK
COUNTY OF _____

On the ____ day of _____, 2012, before me personally came [REDACTED], to me
known, and known to me to be the individual described in, and who executed the
foregoing Release, and duly acknowledged to me that she executed the same.

[REDACTED]

William Collins

From: William Collins [collinw@assembly.state.ny.us]
Sent: Wednesday, May 30, 2012 11:59 AM
To: 'Kirschner, Kenneth'; 'James Yates'; 'Carolyn Kearns'
Subject: SECOND draft agreement
Attachments: [REDACTED] SETTLEMENT AGREEMENT.doc

Ken,

I have essayed to incorporate each of your usual helpful suggestions into this SECOND draft. Money flow and our desire to keep this away from media scrutiny complicates the resolution of this matter a bit. Although I have been in constant communication with both the State Comptrollers and Attorney general counsels, there are no guarantees on when a state check will be cut. We believe it will be more useful, for our confidentiality purposes, to make one distribution of state monies (and one of Vito's payment) to the Cuti firm as for distribution/retention as prescribed.

Thank you again for your hand-holding and guidance in this awkward - but, fortunately, rare - situation.

Bill

DRAFT SETTLEMENT AGREEMENT

THIS AGREEMENT, made by and between the following parties: the New York State Assembly (or, "Assembly") and Member of Assembly Vito Lopez (who may, hereinafter, be referred to collectively as the "Employer"); [REDACTED] residing at _____ and [REDACTED] residing at _____ (who may, hereinafter, be referred to collectively as the "Employees"); and Cuti Hecker Wang, LLP, and Allred Maroko & Goldberg (who may, hereinafter, be referred to collectively the "Law Firms").

WHEREAS, a dispute has arisen concerning the employment of the Employees in the office of the Member of Assembly Vito Lopez and,

WHEREAS, the parties desire to resolve this matter without resort to litigation or any administrative proceeding of any sort;

NOW, THEREFORE, it is agreed between the Employer and the Employees, individually and collectively, that:

1. The New York State Assembly will pay to the law firm of Cuti Hecker Wang LLP a lump sum of one hundred three thousand, eighty dollars (\$103,080), as soon as is reasonably possible, for distribution as prescribed by the terms of this Agreement.
2. Member of Assembly Vito Lopez will pay to the law firm of Cuti Hecker Wang LLP a lump sum of thirty-two thousand dollars (\$32,000), as soon as is reasonably possible, for distribution as prescribed by the terms of this Agreement.
3. Upon signing and execution of this Agreement by each of the Employees, each shall also sign and execute the respective Releases attached hereto as Exhibits "A" and "B". Such Releases shall be held in escrow by the law firm of Cuti Hecker Wang LLP until payment of the amounts prescribed by paragraphs 1 and 2 of this Agreement have been made.
4. Upon receipt of the payments identified in paragraphs 1 and 2 of this Agreement, Cuti Hecker Wang LLP unconditionally agrees to immediately deliver to the New York State Assembly the original, signed Releases held in escrow by them pursuant to the provisions of paragraph 3 of this Agreement. Cuti Hecker Wang LLP further agrees that there shall be no distribution or retention of any funds pursuant to paragraphs 5, 6, 7 and 8 of

this Agreement until such time as both Releases are delivered to the New York State Assembly.

5. From the amounts identified in paragraphs 1 and 2 of this Agreement, a total amount of sixty thousand, seven hundred and eighty-six dollars (\$60,786) shall be paid to [REDACTED] as damages in lieu of any other form of compensation in complete resolution of this dispute including but not limited to any form of wages, benefits or other potential frontpay or backpay liability. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, [REDACTED] shall be paid forty-six thousand three hundred and eighty-six dollars (\$46,386), and from the amount paid pursuant to paragraph 2 of this Agreement, [REDACTED] shall be paid fourteen thousand, four hundred dollars (\$14,400).
6. From the amounts identified in paragraphs 1 and 2 of this Agreement, a total amount of twenty thousand, two hundred and sixty-two dollars (\$20,262) shall be paid to [REDACTED] as damages in lieu of any other form of compensation in complete resolution of this dispute including but not limited to any form of wages, benefits or other potential frontpay or backpay liability. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, [REDACTED] shall be paid fifteen thousand four hundred and sixty-two dollars (\$15,462), and from the amount paid pursuant to paragraph 2 of this Agreement, [REDACTED] shall be paid four thousand, eight hundred dollars (\$4,800).
7. From the amounts identified in paragraphs 1 and 2 of this Agreement, the law firm of Cuti Hecker Wang LLP shall retain a total amount of twenty-seven thousand, six hundred and sixteen dollars (\$27,016) in complete resolution of any and all attorney fee obligations or liabilities in relation to any legal work performed in their representation, individually or collectively, of the Employees in relation to this dispute. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, Cuti Hecker Wang LLP shall retain the amount of twenty thousand six hundred and sixteen dollars (\$20,616), and from the amount paid pursuant to paragraph 2 of this Agreement, Cuti Hecker Wang, LLP shall retain the amount of six thousand, four hundred dollars (\$6,400).
8. From the amounts identified in paragraphs 1 and 2 of this Agreement, the law firm of Allred Maroko & Goldberg shall be paid a total amount of

twenty-seven thousand, six hundred and sixteen dollars (\$27,016) in complete resolution of any and all attorney fee obligations or liabilities in relation to any legal work performed in their representation, individually or collectively, of the Employees in relation to this dispute. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, Allred Maroko & Goldberg shall be paid the amount of twenty thousand six hundred and sixteen dollars (\$20,616), and from the amount paid pursuant to paragraph 2 of this Agreement, Allred Maroko & Goldberg shall be paid the amount of six thousand, four hundred dollars (\$6,400).

9. The Employer is not responsible for and shall be indemnified against any and all federal, state or local tax liabilities accruing to any of the Employees or Law Firms in relation to receipt of monies pursuant to paragraphs 5, 6, 7 or 8 of this Agreement.
10. The tender and acceptance of employment by each of the Employees with the New York State Assembly during the period January 1, 2012 through May 31, 2012 and payment of wages and all benefits of employment to each of the Employees during such period shall be deemed as a portion of the consideration received by them in the settlement evidenced by this Agreement.
11. Both [REDACTED] and [REDACTED] will resign from New York State Assembly employment effective close of business May 31, 2012. No further salary or other benefits of employment with the New York State Assembly shall be due, owed, or paid to either of the Employees except as payments of any sort earned for services provided during the period January 1, 2012 through May 31, 2012. Each of the Employees agrees not to reapply for future employment in any offices of the New York State Assembly or any Member thereof.
12. Upon execution of this Agreement, [REDACTED] will receive the attached "to whom it may concern", generic positive recommendation (Exhibit "C") concerning the performance of her tasks and duties assigned to her during her Assembly employment. In accordance with Assembly practice, inquiries from any potential employer, potential landlord, potential creditor, or other such person or entity will receive a response indicating [REDACTED] last job title, duration of Assembly employment, and annual salary.
13. Upon execution of this Agreement, [REDACTED] will receive the attached "to whom it may concern", generic positive recommendation (Exhibit "D") concerning the performance of her tasks and duties assigned to her during her Assembly employment. In accordance with Assembly practice, inquiries

from any potential employer, potential landlord, potential creditor, or other such person or entity will receive a response indicating [REDACTED] last job title, duration of Assembly employment, and annual salary.

14. Member of Assembly Vito Lopez and the staff of the office of Member of Assembly Vito Lopez will, within 90 days of the execution of this Agreement receive supplementary instruction – in addition to that which is biennially provided to Members of the Assembly and staff – concerning the Assembly Affirmative Action Policy, the Assembly Sexual Harassment/Retaliation Policy, and identification and avoidance of sex discrimination and sexual harassment in the workplace. A record concerning the dates and nature of this training shall be created and maintained by the New York State Assembly. This training may be conducted in separate sessions.
15. Except in response to a court order or in response to a valid subpoena, neither any party to this Agreement, nor any representative, heir, assign or other person affiliated with any party to this Agreement will discuss or make any statement of any sort concerning the underlying circumstances of the dispute which has given rise to this Agreement or any terms of this Agreement with any other person or entity. Each of the Employees and their representatives agree that the Employer shall be entitled to liquidated damages of ten thousand dollars (\$10,000) or actual damages, whichever is greater, from the person or entity breaching the terms of paragraph 15 or 16 of this Agreement for each breach of this paragraph, and any breach of paragraphs 15 or 16 of this Agreement by either Employee or their representative shall be considered a material breach.
16. The Employees hereby agree, individually and collectively, that they shall not communicate or publish, or cause to be communicated or published, any disparaging remarks, comments or statements in any form concerning any aspect, circumstance or incident involving their employment in the office of Member of Assembly Vito Lopez or any office(s) of the New York State Assembly.
17. Each of the Employees and their representatives agree that the Employer shall be entitled to liquidated damages of ten thousand dollars (\$10,000) or actual damages, whichever is greater, from the person or entity breaching the terms of paragraph 15 or 16 of this Agreement for each breach of such terms, and any breach of paragraphs 15 or 16 of this Agreement by either Employee or their representative shall be considered a material breach.
18. Any claim, action, suit or other dispute relating to any terms of this Agreement or the Releases entered into pursuant to this Agreement shall be

commenced in the City of New York and governed by the provisions of the laws of the State of New York.

19. The Employees hereby expressly acknowledge, individually and collectively, that they are signing this Agreement knowingly and voluntarily and upon the advice of the Law Firms by which they are and have been represented.
20. This Agreement may be signed in counterparts and any telefaxed or electronically transmitted signed copy of this Agreement will be equally as valid for all purposes as an original signed copy.
21. Nothing contained herein shall be deemed to imply or to constitute an admission of any sort that any party to this Agreement acted improperly or unlawfully.

IN WITNESS WHEREOF, the parties and their representatives have hereunto set their hands.

Date:

NEW YORK STATE ASSEMBLY

By: _____
(Print Name)

TITLE: Counsel to the Majority

Date:

Date:

CUTTI HECKER WANG LLP

By: _____
(Print Name)

MEMBER OF ASSEMBLY VITO LOPEZ

Date:

Date:

ALLRED MAROKO & GOLDBERG

By: _____

Date:

Exhibit "A"

RELEASE

██████████ residing at _____, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of sixty thousand, seven hundred and eighty-six dollars (\$60,786) received, in toto, from the New York State Assembly and Member of Assembly Vito Lopez collectively, and in consideration of the other promises and covenants set forth in the attached Agreement releases and discharges the State of New York and Member of Assembly Vito Lopez from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands under Title VII of the Civil Rights Act of 1964, the New York State Executive Law, or the New York City Human Rights Act including but not limited to claims for gender, sex, race, age, religious and any other protected characteristics, sexual harassment, retaliation as well as any other actions, causes of action, suits, agreements, promises, damages, judgment, complaints, and demands of any sort under any other statutes, contract or tort law in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or relating to the employment of ██████████ by the Assembly of the State of New York and/or Member of Assembly Vito Lopez.

IN WITNESS WHEREOF, ██████████ has hereunto set her hand on this ____ day of ____, 2012.

STATE OF NEW YORK
COUNTY OF _____

On the ___ day of _____, 2012, before me personally came _____ to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

Exhibit "B"

RELEASE

_____, residing at _____, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of fifteen thousand, four hundred and sixty-two dollars (\$15,462) received, in toto, from the New York State Assembly and Member of Assembly Vito Lopez collectively, and in consideration of the other promises and covenants set forth in the attached Agreement releases and discharges the State of New York and Member of Assembly Vito Lopez from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands under Title VII of the Civil Rights Act of 1964, the New York State Executive Law, or the New York City Human Rights Act including but not limited to claims for gender, sex, race, age, religious and any other protected characteristics, sexual harassment, retaliation as well as any other actions, causes of action, suits, agreements, promises, damages, judgment, complaints, and demands of any sort under any other statutes, contract or tort law in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or

relating to the employment of [REDACTED] by the New York State Assembly and/or Member of Assembly Vito Lopez.

IN WITNESS WHEREOF, [REDACTED] has hereunto set her hand on this ___ day of ___, 2012.

[REDACTED]

STATE OF NEW YORK
COUNTY OF _____

On the ___ day of _____, 2012, before me personally came [REDACTED], to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

[REDACTED]

Pearson, Linda F.

From: William Collins <collinsw@assembly.state.ny.us>
Sent: Wednesday, May 30, 2012 11:59 AM
To: Kirschner, Kenneth; 'James Yates'; 'Carolyn Kearns'
Subject: SECOND draft agreement
Attachments: ██████████ SETTLEMENT AGREEMENT.doc

Ken,

I have essayed to incorporate each of your usual helpful suggestions into this SECOND draft. Money flow and our desire to keep this away from media scrutiny complicates the resolution of this matter a bit. Although I have been in constant communication with both the State Comptrollers and Attorney general counsels, there are no guarantees on when a state check will be cut. We believe it will be more useful, for our confidentiality purposes, to make one distribution of state monies (and one of Vito's payment) to the Cuti firm as for distribution/retention as prescribed.

Thank you again for your hand-holding and guidance in this awkward - but, fortunately, rare - situation.

Bill

DRAFT SETTLEMENT AGREEMENT

THIS AGREEMENT, made by and between the following parties: the New York State Assembly (or, "Assembly") and Member of Assembly Vito Lopez (who may, hereinafter, be referred to collectively as the "Employer"); [REDACTED] residing at [REDACTED] and [REDACTED] residing at [REDACTED] (who may, hereinafter, be referred to collectively as the "Employees"); and Cuti Hecker Wang, LLP, and Allred Maroko & Goldberg (who may, hereinafter, be referred to collectively the "Law Firms").

WHEREAS, a dispute has arisen concerning the employment of the Employees in the office of the Member of Assembly Vito Lopez and,

WHEREAS, the parties desire to resolve this matter without resort to litigation or any administrative proceeding of any sort;

NOW, THEREFORE, it is agreed between the Employer and the Employees, individually and collectively, that:

1. The New York State Assembly will pay to the law firm of Cuti Hecker Wang LLP a lump sum of one hundred three thousand, eighty dollars (\$103,080), as soon as is reasonably possible, for distribution as prescribed by the terms of this Agreement.
2. Member of Assembly Vito Lopez will pay to the law firm of Cuti Hecker Wang LLP a lump sum of thirty-two thousand dollars (\$32,000), as soon as is reasonably possible, for distribution as prescribed by the terms of this Agreement.
3. Upon signing and execution of this Agreement by each of the Employees, each shall also sign and execute the respective Releases attached hereto as Exhibits "A" and "B". Such Releases shall be held in escrow by the law firm of Cuti Hecker Wang LLP until payment of the amounts prescribed by paragraphs 1 and 2 of this Agreement have been made.
4. Upon receipt of the payments identified in paragraphs 1 and 2 of this Agreement, Cuti Hecker Wang LLP unconditionally agrees to immediately deliver to the New York State Assembly the original, signed Releases held in escrow by them pursuant to the provisions of paragraph 3 of this Agreement. Cuti Hecker Wang LLP further agrees that there shall be no distribution or retention of any funds pursuant to paragraphs 5, 6, 7 and 8 of

this Agreement until such time as both Releases are delivered to the New York State Assembly.

5. From the amounts identified in paragraphs 1 and 2 of this Agreement, a total amount of sixty thousand, seven hundred and eighty-six dollars (\$60,786) shall be paid to [REDACTED] as damages in lieu of any other form of compensation in complete resolution of this dispute including but not limited to any form of wages, benefits or other potential frontpay or backpay liability. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, [REDACTED] shall be paid forty-six thousand three hundred and eighty-six dollars (\$46,386), and from the amount paid pursuant to paragraph 2 of this Agreement, [REDACTED] shall be paid fourteen thousand, four hundred dollars (\$14,400).
6. From the amounts identified in paragraphs 1 and 2 of this Agreement, a total amount of twenty thousand, two hundred and sixty-two dollars (\$20,262) shall be paid to [REDACTED] as damages in lieu of any other form of compensation in complete resolution of this dispute including but not limited to any form of wages, benefits or other potential frontpay or backpay liability. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, [REDACTED] shall be paid fifteen thousand four hundred and sixty-two dollars (\$15,462), and from the amount paid pursuant to paragraph 2 of this Agreement, [REDACTED] shall be paid four thousand, eight hundred dollars (\$4,800).
7. From the amounts identified in paragraphs 1 and 2 of this Agreement, the law firm of Cuti Hecker Wang LLP shall retain a total amount of twenty-seven thousand, six hundred and sixteen dollars (\$27,016) in complete resolution of any and all attorney fee obligations or liabilities in relation to any legal work performed in their representation, individually or collectively, of the Employees in relation to this dispute. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, Cuti Hecker Wang LLP shall retain the amount of twenty thousand six hundred and sixteen dollars (\$20,616), and from the amount paid pursuant to paragraph 2 of this Agreement, Cuti Hecker Wang, LLP shall retain the amount of six thousand, four hundred dollars (\$6,400).
8. From the amounts identified in paragraphs 1 and 2 of this Agreement, the law firm of Allred Maroko & Goldberg shall be paid a total amount of

twenty-seven thousand, six hundred and sixteen dollars (\$27,016) in complete resolution of any and all attorney fee obligations or liabilities in relation to any legal work performed in their representation, individually or collectively, of the Employees in relation to this dispute. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, Allred Maroko & Goldberg shall be paid the amount of twenty thousand six hundred and sixteen dollars (\$20,616), and from the amount paid pursuant to paragraph 2 of this Agreement, Allred Maroko & Goldberg shall be paid the amount of six thousand, four hundred dollars (\$6,400).

9. The Employer is not responsible for and shall be indemnified against any and all federal, state or local tax liabilities accruing to any of the Employees or Law Firms in relation to receipt of monies pursuant to paragraphs 5, 6, 7 or 8 of this Agreement.
10. The tender and acceptance of employment by each of the Employees with the New York State Assembly during the period January 1, 2012 through May 31, 2012 and payment of wages and all benefits of employment to each of the Employees during such period shall be deemed as a portion of the consideration received by them in the settlement evidenced by this Agreement.
11. Both [REDACTED] and [REDACTED] will resign from New York State Assembly employment effective close of business May 31, 2012. No further salary or other benefits of employment with the New York State Assembly shall be due, owed, or paid to either of the Employees except as payments of any sort earned for services provided during the period January 1, 2012 through May 31, 2012. Each of the Employees agrees not to reapply for future employment in any offices of the New York State Assembly or any Member thereof.
12. Upon execution of this Agreement, [REDACTED] will receive the attached "to whom it may concern", generic positive recommendation (Exhibit "C") concerning the performance of her tasks and duties assigned to her during her Assembly employment. In accordance with Assembly practice, inquiries from any potential employer, potential landlord, potential creditor, or other such person or entity will receive a response indicating Ms. [REDACTED] last job title, duration of Assembly employment, and annual salary.
13. Upon execution of this Agreement, [REDACTED] will receive the attached "to whom it may concern", generic positive recommendation (Exhibit "D") concerning the performance of her tasks and duties assigned to her during her Assembly employment. In accordance with Assembly practice, inquiries

from any potential employer, potential landlord, potential creditor, or other such person or entity will receive a response indicating Ms. [REDACTED] last job title, duration of Assembly employment, and annual salary.

14. Member of Assembly Vito Lopez and the staff of the office of Member of Assembly Vito Lopez will, within 90 days of the execution of this Agreement receive supplementary instruction – in addition to that which is biennially provided to Members of the Assembly and staff – concerning the Assembly Affirmative Action Policy, the Assembly Sexual Harassment/Retaliation Policy, and identification and avoidance of sex discrimination and sexual harassment in the workplace. A record concerning the dates and nature of this training shall be created and maintained by the New York State Assembly. This training may be conducted in separate sessions.
15. Except in response to a court order or in response to a valid subpoena, neither any party to this Agreement, nor any representative, heir, assign or other person affiliated with any party to this Agreement will discuss or make any statement of any sort concerning the underlying circumstances of the dispute which has given rise to this Agreement or any terms of this Agreement with any other person or entity. Each of the Employees and their representatives agree that the Employer shall be entitled to liquidated damages of ten thousand dollars (\$10,000) or actual damages, whichever is greater, from the person or entity breaching the terms of paragraph 15 or 16 of this Agreement for each breach of this paragraph, and any breach of paragraphs 15 or 16 of this Agreement by either Employee or their representative shall be considered a material breach.
16. The Employees hereby agree, individually and collectively, that they shall not communicate or publish, or cause to be communicated or published, any disparaging remarks, comments or statements in any form concerning any aspect, circumstance or incident involving their employment in the office of Member of Assembly Vito Lopez or any office(s) of the New York State Assembly.
17. Each of the Employees and their representatives agree that the Employer shall be entitled to liquidated damages of ten thousand dollars (\$10,000) or actual damages, whichever is greater, from the person or entity breaching the terms of paragraph 15 or 16 of this Agreement for each breach of such terms, and any breach of paragraphs 15 or 16 of this Agreement by either Employee or their representative shall be considered a material breach.
18. Any claim, action, suit or other dispute relating to any terms of this Agreement or the Releases entered into pursuant to this Agreement shall be

commenced in the City of New York and governed by the provisions of the laws of the State of New York.

19. The Employees hereby expressly acknowledge, individually and collectively, that they are signing this Agreement knowingly and voluntarily and upon the advice of the Law Firms by which they are and have been represented.
20. This Agreement may be signed in counterparts and any telefaxed or electronically transmitted signed copy of this Agreement will be equally as valid for all purposes as an original signed copy.
21. Nothing contained herein shall be deemed to imply or to constitute an admission of any sort that any party to this Agreement acted improperly or unlawfully.

IN WITNESS WHEREOF, the parties and their representatives have hereunto set their hands.

Date:

NEW YORK STATE ASSEMBLY

By: _____
(Print Name)

TITLE: Counsel to the Majority

Date:

Date:

CUTTI HECKER WANG LLP

By: _____
(Print Name)

MEMBER OF ASSEMBLY VITO LOPEZ

Date:

Date:

ALLRED MAROKO & GOLDBERG

By: _____

Date:

Exhibit "A"

RELEASE

██████████, residing at _____, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of sixty thousand, seven hundred and eighty-six dollars (\$60,786) received, in toto, from the New York State Assembly and Member of Assembly Vito Lopez collectively, and in consideration of the other promises and covenants set forth in the attached Agreement releases and discharges the State of New York and Member of Assembly Vito Lopez from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands under Title VII of the Civil Rights Act of 1964, the New York State Executive Law, or the New York City Human Rights Act including but not limited to claims for gender, sex, race, age, religious and any other protected characteristics, sexual harassment, retaliation as well as any other actions, causes of action, suits, agreements, promises, damages, judgment, complaints, and demands of any sort under any other statutes, contract or tort law in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or relating to the employment of ██████████ by the Assembly of the State of New York and/or Member of Assembly Vito Lopez.

IN WITNESS WHEREOF, ██████████ has hereunto set her hand on this ____ day of ____, 2012.

STATE OF NEW YORK
COUNTY OF _____

On the ___ day of _____, 2012, before me personally came _____, to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

Exhibit "B"

RELEASE

_____, residing at _____, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of fifteen thousand, four hundred and sixty-two dollars (\$15,462) received, in toto, from the New York State Assembly and Member of Assembly Vito Lopez collectively, and in consideration of the other promises and covenants set forth in the attached Agreement releases and discharges the State of New York and Member of Assembly Vito Lopez from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands under Title VII of the Civil Rights Act of 1964, the New York State Executive Law, or the New York City Human Rights Act including but not limited to claims for gender, sex, race ,age, religious and any other protected characteristics, sexual harassment, retaliation as well as any other actions, causes of action, suits, agreements, promises, damages, judgment, complaints, and demands of any sort under any other statutes, contract or tort law in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or

relating to the employment of [REDACTED] by the New York State Assembly and/or Member of Assembly Vito Lopez.

IN WITNESS WHEREOF, [REDACTED] has hereunto set her hand on this ____ day of ____, 2012.

[REDACTED]

STATE OF NEW YORK
COUNTY OF _____

On the ____ day of _____, 2012, before me personally came [REDACTED], to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

[REDACTED]

William Collins

From: Sheryl E. Reich [reich@lefcourtlaw.com]
Sent: Wednesday, May 30, 2012 12:17 PM
To: William Collins; Gerald Lefcourt
Cc: Carolyn Kearns; James Yates
Subject: RE: SECOND draft of settlement agreement
Attachments: 2012-05-2-30 settlement agreemetn draft 2 w SER comments.doc

See attached comments.

From: William Collins [<mailto:collinsw@assembly.state.ny.us>]
Sent: Wednesday, May 30, 2012 11:53 AM
To: Gerald Lefcourt; Sheryl E. Reich
Cc: 'Carolyn Kearns'; 'James Yates'
Subject: SECOND draft of settlement agreement

I have incorporated Gerry and Sheryl's comments and suggestions as well as those of an outside employment lawyer with whom we have been consulting. I think we should attempt to get this to Ms. Wang ASAP but, suppose we may need some time to negotiate its terms. I will consult with Jim Yates about possibly keeping these folks on the payroll as long as C.O.B. June 6 (the end of an Assembly payroll period) if necessary.

DRAFT SETTLEMENT AGREEMENT

THIS AGREEMENT, made by and between the following parties: the New York State Assembly (or, "Assembly") and Member of Assembly Vito Lopez (who may, hereinafter, be referred to collectively as the "Employer"); [REDACTED] residing at [REDACTED] and [REDACTED] residing at [REDACTED] (who may, hereinafter, be referred to collectively as the "Employees"); and Cuti Hecker Wang, LLP, and Allred Maroko & Goldberg (who may, hereinafter, be referred to collectively the "Law Firms").

WHEREAS, a dispute has arisen concerning the employment of the Employees in the office of the Member of Assembly Vito Lopez and,

WHEREAS, the parties desire to resolve this matter without resort to litigation or any administrative proceeding of any sort;

NOW, THEREFORE, it is agreed between the Employer and the Employees, individually and collectively, that:

1. The New York State Assembly will pay to the law firm of Cuti Hecker Wang LLP a lump sum of one hundred three thousand, eighty dollars (\$103,080), as soon as is reasonably possible, for distribution as prescribed by the terms of this Agreement.
2. Member of Assembly Vito Lopez will pay to the law firm of Cuti Hecker Wang LLP a lump sum of thirty-two thousand dollars (\$32,000), as soon as is reasonably possible, for distribution as prescribed by the terms of this Agreement.
3. Upon signing and execution of this Agreement by each of the Employees, each shall also sign and execute the respective Releases attached hereto as Exhibits "A" and "B". Such Releases shall be held in escrow by the law firm of Cuti Hecker Wang LLP until payment of the amounts prescribed by paragraphs 1 and 2 of this Agreement have been made.
4. Upon receipt of the payments identified in paragraphs 1 and 2 of this Agreement, Cuti Hecker Wang LLP unconditionally agrees to immediately deliver to the New York State Assembly the original, signed Releases held in escrow by them pursuant to the provisions of paragraph 3 of this Agreement. Cuti Hecker Wang LLP further agrees that there shall be no distribution or retention of any funds pursuant to paragraphs 5, 6, 7 and 8 of

this Agreement until such time as both Releases are delivered to the New York State Assembly.

5. From the amounts identified in paragraphs 1 and 2 of this Agreement, a total amount of sixty thousand, seven hundred and eighty-six dollars (\$60,786) shall be paid to [REDACTED] as damages in lieu of any other form of compensation in complete resolution of this dispute including but not limited to any form of wages, benefits or other potential frontpay or backpay liability. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, [REDACTED] shall be paid forty-six thousand three hundred and eighty-six dollars (\$46,386), and from the amount paid pursuant to paragraph 2 of this Agreement, [REDACTED] shall be paid fourteen thousand, four hundred dollars (\$14,400).
6. From the amounts identified in paragraphs 1 and 2 of this Agreement, a total amount of twenty thousand, two hundred and sixty-two dollars (\$20,262) shall be paid to [REDACTED] as damages in lieu of any other form of compensation in complete resolution of this dispute including but not limited to any form of wages, benefits or other potential frontpay or backpay liability. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, [REDACTED] shall be paid fifteen thousand four hundred and sixty-two dollars (\$15,462), and from the amount paid pursuant to paragraph 2 of this Agreement, [REDACTED] shall be paid four thousand, eight hundred dollars (\$4,800).
7. From the amounts identified in paragraphs 1 and 2 of this Agreement, the law firm of Cuti Hecker Wang LLP shall retain a total amount of twenty-seven thousand, six hundred and sixteen dollars (\$27,016) in complete resolution of any and all attorney fee obligations or liabilities in relation to any legal work performed in their representation, individually or collectively, of the Employees in relation to this dispute. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, Cuti Hecker Wang LLP shall retain the amount of twenty thousand six hundred and sixteen dollars (\$20,616), and from the amount paid pursuant to paragraph 2 of this Agreement, Cuti Hecker Wang, LLP shall retain the amount of six thousand, four hundred dollars (\$6,400).
8. From the amounts identified in paragraphs 1 and 2 of this Agreement, the law firm of Allred Maroko & Goldberg shall be paid a total amount of

twenty-seven thousand, six hundred and sixteen dollars (\$27,016) in complete resolution of any and all attorney fee obligations or liabilities in relation to any legal work performed in their representation, individually or collectively, of the Employees in relation to this dispute. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, Allred Maroko & Goldberg shall be paid the amount of twenty thousand six hundred and sixteen dollars (\$20,616), and from the amount paid pursuant to paragraph 2 of this Agreement, Allred Maroko & Goldberg shall be paid the amount of six thousand, four hundred dollars (\$6,400).

9. The Employer is not responsible for and shall be indemnified against any and all federal, state or local tax liabilities accruing to any of the Employees or Law Firms in relation to receipt of monies pursuant to paragraphs 5, 6, 7 or 8 of this Agreement.
10. The tender and acceptance of employment by each of the Employees with the New York State Assembly during the period January 1, 2012 through May 31, 2012 and payment of wages and all benefits of employment to each of the Employees during such period shall be deemed as a portion of the consideration received by them in the settlement evidenced by this Agreement.
11. Both [REDACTED] and [REDACTED] will resign from New York State Assembly employment effective close of business May 31, 2012. No further salary or other benefits of employment with the New York State Assembly shall be due, owed, or paid to either of the Employees except as payments of any sort earned for services provided during the period January 1, 2012 through May 31, 2012. Each of the Employees agrees not to reapply for future employment in any offices of the New York State Assembly or any Member thereof.
12. Upon execution of this Agreement, [REDACTED] will receive the attached "to whom it may concern", generic positive recommendation (Exhibit "C") concerning the performance of her tasks and duties assigned to her during her Assembly employment. In accordance with Assembly practice, inquiries from any potential employer, potential landlord, potential creditor, or other such person or entity will receive a response indicating Ms. [REDACTED] last job title, duration of Assembly employment, and annual salary.
13. Upon execution of this Agreement, [REDACTED] will receive the attached "to whom it may concern", generic positive recommendation (Exhibit "D") concerning the performance of her tasks and duties assigned to her during her Assembly employment. In accordance with Assembly practice, inquiries

from any potential employer, potential landlord, potential creditor, or other such person or entity will receive a response indicating Ms. [REDACTED] last job title, duration of Assembly employment, and annual salary.

14. Member of Assembly Vito Lopez and the staff of the office of Member of Assembly Vito Lopez will, within 90 days of the execution of this Agreement receive supplementary instruction – in addition to that which is biennially provided to Members of the Assembly and staff – concerning the Assembly Affirmative Action Policy, the Assembly Sexual Harassment/Retaliation Policy, and identification and avoidance of sex discrimination and sexual harassment in the workplace. [Why are we offering this? If they insist on something, how about we agree to certify something generic? [This training may be conducted in separate sessions.
15. Except in response to a court order or in response to a valid subpoena, neither any party to this Agreement, nor any representative, heir, assign or other person affiliated with any party to this Agreement will discuss or make any statement of any sort concerning the underlying circumstances of the dispute which has given rise to this Agreement or any terms of this Agreement with any other person or entity. Each of the Employees and their representatives agree that the Employer shall be entitled to liquidated damages of ten thousand dollars (\$10,000) or actual damages, whichever is greater, from the person or entity breaching the terms of paragraph 15 or 16 of this Agreement for each breach of this paragraph, and any breach of paragraphs 15 or 16 of this Agreement by either Employee or their representative shall be considered a material breach. [was this intended to repeat para. 17 or was it to be deleted in favor of para 17?]
16. The Employees hereby agree, individually and collectively, that they shall not communicate or publish, or cause to be communicated or published, any disparaging remarks, comments or statements in any form concerning any aspect, circumstance or incident involving their employment in the office of Member of Assembly Vito Lopez or any office(s) of the New York State Assembly.
17. Each of the Employees and their representatives agree that the Employer shall be entitled to liquidated damages of ten thousand dollars (\$10,000) or actual damages, whichever is greater, from the person or entity breaching the terms of paragraph 15 or 16 of this Agreement for each breach of such terms, and any breach of paragraphs 15 or 16 of this Agreement by either Employee or their representative shall be considered a material breach.
18. Any claim, action, suit or other dispute relating to any terms of this Agreement or the Releases entered into pursuant to this Agreement shall be

Deleted: A record concerning the dates and nature of this training shall be created and maintained by the New York State Assembly.

Formatted: Highlight

commenced in the City of New York and governed by the provisions of the laws of the State of New York.

19. The Employees hereby expressly acknowledge, individually and collectively, that they are signing this Agreement knowingly and voluntarily and upon the advice of the Law Firms by which they are and have been represented.

20. This Agreement may be signed in counterparts and any telefaxed or electronically transmitted signed copy of this Agreement will be equally as valid for all purposes as an original signed copy.

21. Nothing contained herein shall be deemed to imply or to constitute an admission of any sort that any party to this Agreement acted improperly or unlawfully.

IN WITNESS WHEREOF, the parties and their representatives have hereunto set their hands.

Date:

NEW YORK STATE ASSEMBLY

By: _____
(Print Name)

TITLE: Counsel to the Majority

Date:

Date:

CUTTI HECKER WANG LLP

By: _____
(Print Name)

Date:

MEMBER OF ASSEMBLY VITO LOPEZ

Date:

ALLRED MAROKO & GOLDBERG

By: _____

Date:

Exhibit "A"

RELEASE

_____ residing at _____, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of sixty thousand, seven hundred and eighty-six dollars (\$60,786) received, in toto, from the New York State Assembly and Member of Assembly Vito Lopez collectively, and in consideration of the other promises and covenants set forth in the attached Agreement releases and discharges the State of New York and Member of Assembly Vito Lopez from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands under Title VII of the Civil Rights Act of 1964, the New York State Executive Law, or the New York City Human Rights Act including but not limited to claims for gender, sex, race, age, religious and any other protected characteristics, sexual harassment, retaliation as well as any other actions, causes of action, suits, agreements, promises, damages, judgment, complaints, and demands of any sort under any other statutes, contract or tort law in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or relating to the employment of _____ by the Assembly of the State of New York and/or Member of Assembly Vito Lopez.

IN WITNESS WHEREOF, _____ has hereunto set her hand on this ____ day of ____, 2012.

STATE OF NEW YORK
COUNTY OF _____

On the ___ day of _____, 2012, before me personally came _____ to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

Exhibit "B"

RELEASE

_____, residing at _____, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of fifteen thousand, four hundred and sixty-two dollars (\$15,462) received, in toto, from the New York State Assembly and Member of Assembly Vito Lopez collectively, and in consideration of the other promises and covenants set forth in the attached Agreement releases and discharges the State of New York and Member of Assembly Vito Lopez from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands under Title VII of the Civil Rights Act of 1964, the New York State Executive Law, or the New York City Human Rights Act including but not limited to claims for gender, sex, race, age, religious and any other protected characteristics, sexual harassment, retaliation as well as any other actions, causes of action, suits, agreements, promises, damages, judgment, complaints, and demands of any sort under any other statutes, contract or tort law in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or

relating to the employment of [REDACTED] by the New York State Assembly and/or Member of Assembly Vito Lopez.

IN WITNESS WHEREOF, [REDACTED] has hereunto set her hand on this ___ day of ___, 2012.

[REDACTED]

STATE OF NEW YORK
COUNTY OF _____

On the ___ day of _____, 2012, before me personally came [REDACTED], to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

[REDACTED]

Arlene Smoler

From: William Collins [collinsw@assembly.state.ny.us]
Sent: Wednesday, May 30, 2012 1:02 PM
To: Arlene Smoler; NGroenwegen@osc.state.ny.us
Cc: 'Carolyn Kearns'; 'James Yates'
Subject: RE: SECOND draft settlement agreement
Attachments: [REDACTED] SETTLEMENT AGREEMENT.doc

No, you are accurately assessing that I frequently forget to "attach" attachments. How about this time?

From: Arlene Smoler [<mailto:Arlene.Smoler@ag.ny.gov>]
Sent: Wednesday, May 30, 2012 12:49 PM
To: 'William Collins'; NGroenwegen@osc.state.ny.us
Cc: 'Carolyn Kearns'; 'James Yates'
Subject: RE: SECOND draft settlement agreement

Bill- I don't see an attachment of the SECOND draft. Am I missing something?

Arlene

From: William Collins [<mailto:collinsw@assembly.state.ny.us>]
Sent: Wednesday, May 30, 2012 12:08 PM
To: Arlene Smoler; NGroenwegen@osc.state.ny.us
Cc: 'Carolyn Kearns'; 'James Yates'
Subject: SECOND draft settlement agreement

Arlene and Nancy,

I have received recommended changes from Assemblyman Lopez' counsels and our outside employment law consultant and amended our draft accordingly. This has not been shared with complainants counsels. If you have time (we probably will end up keeping these two folks on until the end of the payroll period - 6/6/12 - as we negotiate the terms), we'd appreciate your identification of anything you see as particularly problematic.

Bill

8/29/2012

SMOLER0080

DRAFT SETTLEMENT AGREEMENT

THIS AGREEMENT, made by and between the following parties: the New York State Assembly (or, "Assembly") and Member of Assembly Vito Lopez (who may, hereinafter, be referred to collectively as the "Employer"); [REDACTED] residing at ___ and [REDACTED] residing at ___ (who may, hereinafter, be referred to collectively as the "Employees"); and Cuti Hecker Wang, LLP, and Allred Maroko & Goldberg (who may, hereinafter, be referred to collectively the "Law Firms").

WHEREAS, a dispute has arisen concerning the employment of the Employees in the office of the Member of Assembly Vito Lopez and,

WHEREAS, the parties desire to resolve this matter without resort to litigation or any administrative proceeding of any sort;

NOW, THEREFORE, it is agreed between the Employer and the Employees, individually and collectively, that:

1. The New York State Assembly will pay to the law firm of Cuti Hecker Wang LLP a lump sum of one hundred three thousand, eighty dollars (\$103,080), as soon as is reasonably possible, for distribution as prescribed by the terms of this Agreement.
2. Member of Assembly Vito Lopez will pay to the law firm of Cuti Hecker Wang LLP a lump sum of thirty-two thousand dollars (\$32,000), as soon as is reasonably possible, for distribution as prescribed by the terms of this Agreement.
3. Upon signing and execution of this Agreement by each of the Employees, each shall also sign and execute the respective Releases attached hereto as Exhibits "A" and "B". Such Releases shall be held in escrow by the law firm of Cuti Hecker Wang LLP until payment of the amounts prescribed by paragraphs 1 and 2 of this Agreement have been made.
4. Upon receipt of the payments identified in paragraphs 1 and 2 of this Agreement, Cuti Hecker Wang LLP unconditionally agrees to immediately deliver to the New York State Assembly the original, signed Releases held in escrow by them pursuant to the provisions of paragraph 3 of this Agreement. Cuti Hecker Wang LLP further agrees that there shall be no distribution or retention of any funds pursuant to paragraphs 5, 6, 7 and 8 of

this Agreement until such time as both Releases are delivered to the New York State Assembly.

5. From the amounts identified in paragraphs 1 and 2 of this Agreement, a total amount of sixty thousand, seven hundred and eighty-six dollars (\$60,786) shall be paid to [REDACTED] as damages in lieu of any other form of compensation in complete resolution of this dispute including but not limited to any form of wages, benefits or other potential frontpay or backpay liability. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, [REDACTED] shall be paid forty-six thousand three hundred and eighty-six dollars (\$46,386), and from the amount paid pursuant to paragraph 2 of this Agreement, [REDACTED] shall be paid fourteen thousand, four hundred dollars (\$14,400).
6. From the amounts identified in paragraphs 1 and 2 of this Agreement, a total amount of twenty thousand, two hundred and sixty-two dollars (\$20,262) shall be paid to [REDACTED] as damages in lieu of any other form of compensation in complete resolution of this dispute including but not limited to any form of wages, benefits or other potential frontpay or backpay liability. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, [REDACTED] shall be paid fifteen thousand four hundred and sixty-two dollars (\$15,462), and from the amount paid pursuant to paragraph 2 of this Agreement, [REDACTED] shall be paid four thousand, eight hundred dollars (\$4,800).
7. From the amounts identified in paragraphs 1 and 2 of this Agreement, the law firm of Cuti Hecker Wang LLP shall retain a total amount of twenty-seven thousand, six hundred and sixteen dollars (\$27,016) in complete resolution of any and all attorney fee obligations or liabilities in relation to any legal work performed in their representation, individually or collectively, of the Employees in relation to this dispute. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, Cuti Hecker Wang LLP shall retain the amount of twenty thousand six hundred and sixteen dollars (\$20,616), and from the amount paid pursuant to paragraph 2 of this Agreement, Cuti Hecker Wang, LLP shall retain the amount of six thousand, four hundred dollars (\$6,400).
8. From the amounts identified in paragraphs 1 and 2 of this Agreement, the law firm of Allred Maroko & Goldberg shall be paid a total amount of

twenty-seven thousand, six hundred and sixteen dollars (\$27,016) in complete resolution of any and all attorney fee obligations or liabilities in relation to any legal work performed in their representation, individually or collectively, of the Employees in relation to this dispute. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, Allred Maroko & Goldberg shall be paid the amount of twenty thousand six hundred and sixteen dollars (\$20,616), and from the amount paid pursuant to paragraph 2 of this Agreement, Allred Maroko & Goldberg shall be paid the amount of six thousand, four hundred dollars (\$6,400).

9. The Employer is not responsible for and shall be indemnified against any and all federal, state or local tax liabilities accruing to any of the Employees or Law Firms in relation to receipt of monies pursuant to paragraphs 5, 6, 7 or 8 of this Agreement.
10. The tender and acceptance of employment by each of the Employees with the New York State Assembly during the period January 1, 2012 through May 31, 2012 and payment of wages and all benefits of employment to each of the Employees during such period shall be deemed as a portion of the consideration received by them in the settlement evidenced by this Agreement.
11. Both [REDACTED] and [REDACTED] will resign from New York State Assembly employment effective close of business May 31, 2012. No further salary or other benefits of employment with the New York State Assembly shall be due, owed, or paid to either of the Employees except as payments of any sort earned for services provided during the period January 1, 2012 through May 31, 2012. Each of the Employees agrees not to reapply for future employment in any offices of the New York State Assembly or any Member thereof.
12. Upon execution of this Agreement, [REDACTED] will receive the attached "to whom it may concern", generic positive recommendation (Exhibit "C") concerning the performance of her tasks and duties assigned to her during her Assembly employment. In accordance with Assembly practice, inquiries from any potential employer, potential landlord, potential creditor, or other such person or entity will receive a response indicating Ms. [REDACTED] last job title, duration of Assembly employment, and annual salary.
13. Upon execution of this Agreement, [REDACTED] will receive the attached "to whom it may concern", generic positive recommendation (Exhibit "D") concerning the performance of her tasks and duties assigned to her during her Assembly employment. In accordance with Assembly practice, inquiries

from any potential employer, potential landlord, potential creditor, or other such person or entity will receive a response indicating Ms. [REDACTED] last job title, duration of Assembly employment, and annual salary.

14. Member of Assembly Vito Lopez and the staff of the office of Member of Assembly Vito Lopez will, within 90 days of the execution of this Agreement receive supplementary instruction – in addition to that which is biennially provided to Members of the Assembly and staff – concerning the Assembly Affirmative Action Policy, the Assembly Sexual Harassment/Retaliation Policy, and identification and avoidance of sex discrimination and sexual harassment in the workplace. A record concerning the dates and nature of this training shall be created and maintained by the New York State Assembly. This training may be conducted in separate sessions.
15. Except in response to a court order or in response to a valid subpoena, neither any party to this Agreement, nor any representative, heir, assign or other person affiliated with any party to this Agreement will discuss or make any statement of any sort concerning the underlying circumstances of the dispute which has given rise to this Agreement or any terms of this Agreement with any other person or entity. Each of the Employees and their representatives agree that the Employer shall be entitled to liquidated damages of ten thousand dollars (\$10,000) or actual damages, whichever is greater, from the person or entity breaching the terms of paragraph 15 or 16 of this Agreement for each breach of this paragraph, and any breach of paragraphs 15 or 16 of this Agreement by either Employee or their representative shall be considered a material breach.
16. The Employees hereby agree, individually and collectively, that they shall not communicate or publish, or cause to be communicated or published, any disparaging remarks, comments or statements in any form concerning any aspect, circumstance or incident involving their employment in the office of Member of Assembly Vito Lopez or any office(s) of the New York State Assembly.
17. Each of the Employees and their representatives agree that the Employer shall be entitled to liquidated damages of ten thousand dollars (\$10,000) or actual damages, whichever is greater, from the person or entity breaching the terms of paragraph 15 or 16 of this Agreement for each breach of such terms, and any breach of paragraphs 15 or 16 of this Agreement by either Employee or their representative shall be considered a material breach.
18. Any claim, action, suit or other dispute relating to any terms of this Agreement or the Releases entered into pursuant to this Agreement shall be

commenced in the City of New York and governed by the provisions of the laws of the State of New York.

19. The Employees hereby expressly acknowledge, individually and collectively, that they are signing this Agreement knowingly and voluntarily and upon the advice of the Law Firms by which they are and have been represented.
20. This Agreement may be signed in counterparts and any telefaxed or electronically transmitted signed copy of this Agreement will be equally as valid for all purposes as an original signed copy.
21. Nothing contained herein shall be deemed to imply or to constitute an admission of any sort that any party to this Agreement acted improperly or unlawfully.

IN WITNESS WHEREOF, the parties and their representatives have hereunto set their hands.

NEW YORK STATE ASSEMBLY

Date:

By: _____
(Print Name)

TITLE: Counsel to the Majority

Date:

Date:

CUTTI HECKER WANG LLP

MEMBER OF ASSEMBLY VITO LOPEZ

By: _____
(Print Name)

Date:

Date:

ALLRED MAROKO & GOLDBERG

By: _____

Date:

Exhibit "A"

RELEASE

██████████, residing at _____, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of sixty thousand, seven hundred and eighty-six dollars (\$60,786) received, in toto, from the New York State Assembly and Member of Assembly Vito Lopez collectively, and in consideration of the other promises and covenants set forth in the attached Agreement releases and discharges the State of New York and Member of Assembly Vito Lopez from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands under Title VII of the Civil Rights Act of 1964, the New York State Executive Law, or the New York City Human Rights Act including but not limited to claims for gender, sex, race, age, religious and any other protected characteristics, sexual harassment, retaliation as well as any other actions, causes of action, suits, agreements, promises, damages, judgment, complaints, and demands of any sort under any other statutes, contract or tort law in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or relating to the employment of ██████████ by the Assembly of the State of New York and/or Member of Assembly Vito Lopez.

IN WITNESS WHEREOF, ██████████ has hereunto set her hand on this ____ day of ____, 2012.

STATE OF NEW YORK
COUNTY OF _____

On the ___ day of _____, 2012, before me personally came _____, to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

Exhibit "B"

RELEASE

_____, residing at _____, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of fifteen thousand, four hundred and sixty-two dollars (\$15,462) received, in toto, from the New York State Assembly and Member of Assembly Vito Lopez collectively, and in consideration of the other promises and covenants set forth in the attached Agreement releases and discharges the State of New York and Member of Assembly Vito Lopez from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands under Title VII of the Civil Rights Act of 1964, the New York State Executive Law, or the New York City Human Rights Act including but not limited to claims for gender, sex, race, age, religious and any other protected characteristics, sexual harassment, retaliation as well as any other actions, causes of action, suits, agreements, promises, damages, judgment, complaints, and demands of any sort under any other statutes, contract or tort law in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or

relating to the employment of [REDACTED] by the New York State Assembly and/or Member of Assembly Vito Lopez.

IN WITNESS WHEREOF, [REDACTED] has hereunto set her hand on this ___ day of ___, 2012.

[REDACTED]

STATE OF NEW YORK
COUNTY OF _____

On the ___ day of _____, 2012, before me personally came [REDACTED], to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

[REDACTED]

William Collins

From: William Collins [collinw@assembly.state.ny.us]
Sent: Wednesday, May 30, 2012 3:09 PM
To: 'Kirschner, Kenneth'; 'James Yates'; 'Carolyn Kearns'
Subject: FW: mediation
Attachments: ██████████ SETTLEMENT AGREEMENT.doc

Ken, I think this does everything you suggested. The State Comptroller's office requests that we affirmatively state that the alleged pain and suffering payments are in lieu of any sort of compensation so the state can't be on the hook for or end up paying any form of salary which could lead to employer tax obligations, retirement service credits, etc. Thanks again, Bill

From: William Collins [mailto:collinw@assembly.state.ny.us]
Sent: Wednesday, May 30, 2012 3:05 PM
To: 'Gerald Lefcourt'; 'Sheryl E. Reich'; 'Carolyn Kearns'; 'James Yates'
Subject: FW: mediation

Forgot to "attach" AGAIN; dammit!!!

From: William Collins [mailto:collinw@assembly.state.ny.us]
Sent: Wednesday, May 30, 2012 3:04 PM
To: 'Sheryl E. Reich'; 'Gerald Lefcourt'; 'Carolyn Kearns'; 'James Yates'
Subject: RE: mediation

Here is the third - and, hopefully, moving toward the final - draft. Unfortunately, I am not particularly adept at word processing editing so, I'll just direct your attention to the deletion of the phrase "the Employer" *passim*; reference to what we are and aren't paying for in paragraphs 5 and 6; replacement of paragraph 9 with other suggested language; reference to an attached "voluntary letter of resignation" to be executed by each employee; withholding the letters of recommendation until the releases are received in paragraphs 12 and 13; striking the creation and maintaining of a record of training in paragraph 14; omitting the excess language in paragraph 15 [NOTE: the language appears in paragraph 17]; paragraphs 19 and 23 are new and self-explanatory.

From: Sheryl E. Reich [mailto:reich@lefcourtlaw.com]
Sent: Wednesday, May 30, 2012 1:33 PM
To: William Collins; Gerald Lefcourt; Carolyn Kearns
Subject: RE: mediation

You are saying that the retained record you are suggesting in the draft is intended to meet their demand highlighted below? Do you have a few minutes to chat about that at say around 2:30?

-----Original Message-----

From: William Collins [mailto:collinw@assembly.state.ny.us]
Sent: Wednesday, May 30, 2012 12:30 PM
To: Gerald Lefcourt; Sheryl E. Reich; 'James Yates'; 'Carolyn Kearns'
Subject: FW: mediation

-----Original Message-----

From: margaretlshaw@gmail.com [mailto:margaretlshaw@gmail.com] On Behalf Of Margaret Shaw
Sent: Tuesday, May 29, 2012 1:16 PM

To: William Collins
Subject: Re: mediation

wonderful! I will try to get this today from Marianne.

On 5/29/12, William Collins <collinsw@assembly.state.ny.us> wrote:

> I think we're good with all of it. I've been taking a shot at drafting
> a settlement agreement. I'll need the numbers.

>

> ----- Original Message -----

> From: Margaret Shaw [mailto:mshaw@jamsadr.com]

> Sent: Tuesday, May 29, 2012 12:40 PM

> To: William Collins <collinsw@assembly.state.ny.us>

> Subject: Re: mediation

>

> Bill, Any response to the above? Many thanks, Margaret

>

> On 5/23/12, Margaret Shaw <mshaw@jamsadr.com> wrote:

>> Bill, Here's the email I received yesterday from Maryanne while I was
>> in a mediation. I just had a chance to talk with her about it, and
>> she has given me permission to forward it to you. Can you forward it
>> on to Gerry and Cheryl as well? My understanding from Maryanne is
>> that it was a tough sell to her clients, meaning very little if any
>> flexibility. Lets talk when you all have had the chance to digest and
>> discuss with your various clients. Thanks, Margaret

>>

>>

>>

>>

>>

>> Margaret:

>>

>>

>> Sorry I missed your call. Thought I'd send the message this way. It
>> took an enormous number of long conversations and meetings, but I
>> think I've just about gotten my clients where they need to be to
>> accept the final offer, with a few important qualifiers. Because
>> they don't feel like the money is enough, these "other" points are
>> important for them and a condition of accepting the numbers:

>> (1) there's an agreed upon positive reference, attached as an exhibit
>> to the agreement for each of them; I don't think they care who signs
>> it, and obviously it would focus on the things they did well;

>> relatedly, the parties agree that they resign as of May 31, 2012;
>> (2) Vito Lopez and his staff is trained in a special session that
>> focuses on his office by a date certain - it could be within 90 days,
>> but there is retained proof of that fact on file (doesn't have to be
>> provided to them); they also want to be clear, as my initial demand
>> letter made clear that the allegations are not just about sexual
>> harassment (though obviously that's a big part of it), but about sex
>> discrimination as well;

>> (3) the lump sum payments that are made to them (as apart from the
>> attorneys fees) be made for emotional harm and as a 1099 tax
>> treatment (both have been getting extensive treatment from
>> therapists, and have only gotten the treatment since the events).

>>

>>

>> Assuming the defendants are on board with these pieces, I will then
>> send you a break down of the payments.

>>
>>
>> Thanks for your efforts,
>> Mariann
>>
>>
>> --
>> Margaret L. Shaw, Esq.
>> JAMS
>> 620 Eighth Avenue, 34th Floor
>> New York, N.Y. 10018
>> (212) 607-2763
>> (212) 751-4099 (fax)

>>
>
>
> --
> Margaret L. Shaw, Esq.
> JAMS
> 620 Eighth Avenue, 34th Floor
> New York, N.Y. 10018
> (212) 607-2763
> (212) 751-4099 (fax)
>

--
Margaret L. Shaw, Esq.
JAMS
620 Eighth Avenue, 34th Floor
New York, N.Y. 10018
(212) 607-2763
(212) 751-4099 (fax)

THIRD DRAFT SETTLEMENT AGREEMENT

THIS AGREEMENT, made by and between the following parties: the New York State Assembly (or, "Assembly") and Member of Assembly Vito Lopez; [REDACTED] residing at ___ and [REDACTED] residing at ___ (who may, hereinafter, be referred to collectively as the "Employees"); and Cuti Hecker Wang, LLP, and Allred Maroko & Goldberg (who may, hereinafter, be referred to collectively the "Law Firms").

WHEREAS, a dispute has arisen concerning the employment of the Employees in the office of the Member of Assembly Vito Lopez and,

WHEREAS, the parties desire to resolve this matter without resort to litigation or any administrative proceeding of any sort, have had all of the terms and conditions of this Agreement clearly explained, and now freely consent to enter this Agreement, such consent not having been induced by fraud, duress or any other undue influence;

NOW, THEREFORE, it is agreed between the New York State Assembly, Member of Assembly Vito Lopez, the Employees, and the Law Firms, individually and collectively, that:

1. The New York State Assembly will pay to the law firm of Cuti Hecker Wang LLP a lump sum of one hundred three thousand, eighty dollars (\$103,080), as soon as is reasonably possible, for distribution as prescribed by the terms of this Agreement.
2. Member of Assembly Vito Lopez will pay to the law firm of Cuti Hecker Wang LLP a lump sum of thirty-two thousand dollars (\$32,000), as soon as is reasonably possible, for distribution as prescribed by the terms of this Agreement.
3. Upon signing and execution of this Agreement by each of the Employees, each shall also sign and execute the respective Releases attached hereto as Exhibits "A" and "B". Such Releases shall be held in escrow by the law firm of Cuti Hecker Wang LLP until payment of the amounts prescribed by paragraphs 1 and 2 of this Agreement have been made.
4. Upon receipt of the payments identified in paragraphs 1 and 2 of this Agreement, Cuti Hecker Wang LLP unconditionally agrees to immediately

deliver to the New York State Assembly the original, signed Releases held in escrow by them pursuant to the provisions of paragraph 3 of this Agreement. Cuti Hecker Wang LLP further agrees that there shall be no distribution or retention of any funds pursuant to paragraphs 5, 6, 7 and 8 of this Agreement until such time as both Releases are delivered to the New York State Assembly.

5. From the amounts identified in paragraphs 1 and 2 of this Agreement, a total amount of sixty thousand, seven hundred and eighty-six dollars (\$60,786) shall be paid to [REDACTED] for alleged damages for pain and suffering in lieu of any other form of compensation in complete resolution of this dispute including but not limited to any form of wages, benefits or other potential frontpay or backpay liability. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, [REDACTED] shall be paid forty-six thousand three hundred and eighty-six dollars (\$46,386), and from the amount paid pursuant to paragraph 2 of this Agreement, [REDACTED] shall be paid fourteen thousand, four hundred dollars (\$14,400).
6. From the amounts identified in paragraphs 1 and 2 of this Agreement, a total amount of twenty thousand, two hundred and sixty-two dollars (\$20,262) shall be paid to [REDACTED] for alleged damages for pain and suffering in lieu of any other form of compensation in complete resolution of this dispute including but not limited to any form of wages, benefits or other potential frontpay or backpay liability. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, [REDACTED] shall be paid fifteen thousand four hundred and sixty-two dollars (\$15,462), and from the amount paid pursuant to paragraph 2 of this Agreement, [REDACTED] shall be paid four thousand, eight hundred dollars (\$4,800).
7. From the amounts identified in paragraphs 1 and 2 of this Agreement, the law firm of Cuti Hecker Wang LLP shall retain a total amount of twenty-seven thousand, six hundred and sixteen dollars (\$27,016) in complete resolution of any and all attorney fee obligations or liabilities in relation to any legal work performed in their representation, individually or collectively, of the Employees in relation to this dispute. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, Cuti Hecker Wang LLP shall retain the amount of twenty thousand six hundred and sixteen dollars (\$20,616), and

from the amount paid pursuant to paragraph 2 of this Agreement, Cuti Hecker Wang, LLP shall retain the amount of six thousand, four hundred dollars (\$6,400).

8. From the amounts identified in paragraphs 1 and 2 of this Agreement, the law firm of Allred Maroko & Goldberg shall be paid a total amount of twenty-seven thousand, six hundred and sixteen dollars (\$27,016) in complete resolution of any and all attorney fee obligations or liabilities in relation to any legal work performed in their representation, individually or collectively, of the Employees in relation to this dispute. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, Allred Maroko & Goldberg shall be paid the amount of twenty thousand six hundred and sixteen dollars (\$20,616), and from the amount paid pursuant to paragraph 2 of this Agreement, Allred Maroko & Goldberg shall be paid the amount of six thousand, four hundred dollars (\$6,400).
9. The Employees and Law Firms agree to indemnify the New York State Assembly and/or Member of Assembly Vito Lopez and hold them harmless from any and all taxes, penalties, and interest imposed and any and all expenses incurred due to lack of withholding from the payments made and received pursuant to paragraphs 5,6,7 or 8 of this Agreement
10. The tender and acceptance of employment by each of the Employees with the New York State Assembly during the period January 1, 2012 through May 31, 2012 and payment of wages and all benefits of employment to each of the Employees during such period shall be deemed as a portion of the consideration received by them in the settlement evidenced by this Agreement.
11. Both [REDACTED] and [REDACTED] will resign from New York State Assembly employment effective close of business May 31, 2012 by submitting separate irrevocable letters of resignation using the language specified in Exhibit "E". No further salary or other benefits of employment with the New York State Assembly shall be due, owed, or paid to either of the Employees except as payments of any sort earned for services provided during the period January 1, 2012 through May 31, 2012. Each of the Employees agrees not to reapply for future employment in any offices of the New York State Assembly or any Member thereof.
12. Upon delivery to the New York State Assembly of a signed and notarized copy of the Release in Exhibit "A", [REDACTED] will receive the attached "to whom it may concern", generic positive recommendation (Exhibit "C") concerning the performance of her tasks and duties assigned to her during

her Assembly employment. In accordance with Assembly practice, inquiries from any potential employer, potential landlord, potential creditor, or other such person or entity will receive a response indicating Ms. [REDACTED] voluntary resignation, last job title, duration of Assembly employment, and annual salary.

13. Upon delivery to the New York State Assembly of a signed and notarized copy of the Release in Exhibit "B", [REDACTED] will receive the attached "to whom it may concern", generic positive recommendation (Exhibit "D") concerning the performance of her tasks and duties assigned to her during her Assembly employment. In accordance with Assembly practice, inquiries from any potential employer, potential landlord, potential creditor, or other such person or entity will receive a response indicating Ms. [REDACTED] voluntary resignation, last job title, duration of Assembly employment, and annual salary.
14. Member of Assembly Vito Lopez and the staff of the office of Member of Assembly Vito Lopez will, within 90 days of the execution of this Agreement receive supplementary instruction – in addition to that which is biennially provided to Members of the Assembly and staff – concerning the Assembly Affirmative Action Policy, the Assembly Sexual Harassment/Retaliation Policy, and identification and avoidance of sex discrimination and sexual harassment in the workplace. This training may be conducted in separate sessions.
15. Except in response to a court order or in response to a valid subpoena, neither any party to this Agreement, nor any representative, heir, assign or other person affiliated with any party to this Agreement will discuss or make any statement of any sort concerning the underlying circumstances of the dispute which has given rise to this Agreement or any terms of this Agreement with any other person or entity.
16. The Employees hereby agree, individually and collectively, that they shall not communicate or publish, or cause to be communicated or published, any disparaging remarks, comments or statements in any form concerning any aspect, circumstance or incident involving their employment in the office of Member of Assembly Vito Lopez or any office(s) of the New York State Assembly.
17. Each of the Employees and their representatives agree that the New York State Assembly shall be entitled to liquidated damages of ten thousand dollars (\$10,000) or actual damages, whichever is greater, from the person or entity breaching the terms of paragraph 15 or 16 of this Agreement for each breach of such terms, and any breach of paragraphs 15 or 16 of this

Agreement by either Employee or their representative shall be considered a material breach.

18. Any claim, action, suit or other dispute relating to any terms of this Agreement or the Releases entered into pursuant to this Agreement shall be commenced in the City of New York and governed by the provisions of the laws of the State of New York.
19. Any document required by this Agreement to be delivered to the New York State Assembly shall be delivered to William F. Collins, Counsel to the Majority, New York State assembly, Room 448M, Capitol, Albany, New York 12248; e-mail collinsw@assembly.state.ny.us; and/or telefax 518-455-4103.
20. The Employees hereby expressly acknowledge, individually and collectively, that they are signing this Agreement knowingly and voluntarily and upon the advice of the Law Firms by which they are and have been represented.
21. This Agreement may be signed in counterparts and any telefaxed or electronically transmitted signed copy of this Agreement will be equally as valid for all purposes as an original signed copy.
22. Nothing contained herein shall be deemed to imply or to constitute an admission of any sort that any party to this Agreement acted improperly or unlawfully.
23. The parties shall take such other and further steps as are necessary to implement the terms of this Agreement including, but not limited to, the approval of the Office of the State Comptroller.

IN WITNESS WHEREOF, the parties and their representatives have hereunto set their hands.

Date:

NEW YORK STATE ASSEMBLY

By: _____
(Print Name)

TITLE: Counsel to the Majority

Date:

Date:

CUTTI HECKER WANG LLP

MEMBER OF ASSEMBLY VITO LOPEZ

By: _____
(Print Name)

Date:

Date:

ALLRED MAROKO & GOLDBERG

By: _____

Date:

Exhibit "A"

RELEASE

██████████, residing at _____, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of sixty thousand, seven hundred and eighty-six dollars (\$60,786) received, in toto, from the New York State Assembly and Member of Assembly Vito Lopez collectively, and in consideration of the other promises and covenants set forth in the attached Agreement releases and discharges the State of New York and Member of Assembly Vito Lopez from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands

under Title VII of the Civil Rights Act of 1964, the New York State Executive Law, or the New York City Human Rights Act including but not limited to claims for gender, sex, race, age, religious and any other protected characteristics, sexual harassment, retaliation as well as any other actions, causes of action, suits, agreements, promises, damages, judgment, complaints, and demands of any sort under any other statutes, contract or tort law in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or relating to the employment of [REDACTED] by the Assembly of the State of New York and/or Member of Assembly Vito Lopez.

IN WITNESS WHEREOF, [REDACTED] has hereunto set her hand on this ___ day of ___, 2012.

[REDACTED]

STATE OF NEW YORK
COUNTY OF _____

On the ___ day of _____, 2012, before me personally came [REDACTED] to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

[REDACTED]

Exhibit "B"

RELEASE

[REDACTED], residing at _____, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of fifteen thousand, four hundred and sixty-two dollars (\$15,462)

received, in toto, from the New York State Assembly and Member of Assembly Vito Lopez collectively, and in consideration of the other promises and covenants set forth in the attached Agreement releases and discharges the State of New York and Member of Assembly Vito Lopez from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands under Title VII of the Civil Rights Act of 1964, the New York State Executive Law, or the New York City Human Rights Act including but not limited to claims for gender, sex, race, age, religious and any other protected characteristics, sexual harassment, retaliation as well as any other actions, causes of action, suits, agreements, promises, damages, judgment, complaints, and demands of any sort under any other statutes, contract or tort law in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or relating to the employment of [REDACTED] by the New York State Assembly and/or Member of Assembly Vito Lopez.

IN WITNESS WHEREOF, [REDACTED] has hereunto set her hand on this ___ day of ___, 2012.

STATE OF NEW YORK
COUNTY OF _____

On the ___ day of _____, 2012, before me personally came [REDACTED] to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

EXHIBITS "C" and "D" positive recommendation letters to be drafted.

EXHIBIT "E" :

Ms. Suzanne Gold
Director of Human Resources
New York State Assembly
Concourse, Room 104
Albany, New York 12248

Dear Ms. Gold:

Effective close of business on May 31, 2012, I hereby voluntarily resign my position with the New York State Assembly.

Very truly yours,

Arlene Smoler

From: William Collins [collinsw@assembly.state.ny.us]
Sent: Wednesday, May 30, 2012 3:14 PM
To: 'William Collins'; Arlene Smoler; NGroenwegen@osc.state.ny.us; jdalton@osc.state.ny.us
Cc: 'James Yates'; 'Carolyn Kearns'
Subject: RE: THIRD DRAFT SETTLEMENT AGREEMENT
Attachments: [REDACTED] SETTLEMENT AGREEMENT.doc
AGAIN, no freakin' attachment (I am starting to feel brain-dead!!)

From: William Collins [mailto:collinw@assembly.state.ny.us]
Sent: Wednesday, May 30, 2012 3:13 PM
To: 'Arlene Smoler'; 'NGroenwegen@osc.state.ny.us'; 'jdalton@osc.state.ny.us'
Cc: 'James Yates'; 'Carolyn Kearns'
Subject: THIRD DRAFT SETTLEMENT AGREEMENT

Arlene, Nancy and John,

Attached is my third effort at getting this thing right. I hope it works - at least, as our initial position. We have not shared this with complainants' counsel yet so, it may be that we'll have these folks on our payroll until the end of the payroll period (6/6/12) as we try to work the language out. We will certainly run any material change by you before we agree to it.

Thank you all for your help, Bill

THIRD DRAFT SETTLEMENT AGREEMENT

THIS AGREEMENT, made by and between the following parties: the New York State Assembly (or, "Assembly") and Member of Assembly Vito Lopez, [REDACTED] [REDACTED] residing at ___ and [REDACTED] residing at ___ (who may, hereinafter, be referred to collectively as the "Employees"); and Cuti Hecker Wang, LLP, and Allred Maroko & Goldberg (who may, hereinafter, be referred to collectively the "Law Firms").

WHEREAS, a dispute has arisen concerning the employment of the Employees in the office of the Member of Assembly Vito Lopez and,

WHEREAS, the parties desire to resolve this matter without resort to litigation or any administrative proceeding of any sort, have had all of the terms and conditions of this Agreement clearly explained, and now freely consent to enter this Agreement, such consent not having been induced by fraud, duress or any other undue influence;

NOW, THEREFORE, it is agreed between the New York State Assembly, Member of Assembly Vito Lopez, the Employees, and the Law Firms, individually and collectively, that:

- 1. The New York State Assembly will pay to the law firm of Cuti Hecker Wang LLP a lump sum of one hundred three thousand, eighty dollars (\$103,080), as soon as is reasonably possible, for distribution as prescribed by the terms of this Agreement.**
- 2. Member of Assembly Vito Lopez will pay to the law firm of Cuti Hecker Wang LLP a lump sum of thirty-two thousand dollars (\$32,000), as soon as is reasonably possible, for distribution as prescribed by the terms of this Agreement.**
- 3. Upon signing and execution of this Agreement by each of the Employees, each shall also sign and execute the respective Releases attached hereto as Exhibits "A" and "B". Such Releases shall be held in escrow by the law firm of Cuti Hecker Wang LLP until payment of the amounts prescribed by paragraphs 1 and 2 of this Agreement have been made.**
- 4. Upon receipt of the payments identified in paragraphs 1 and 2 of this Agreement, Cuti Hecker Wang LLP unconditionally agrees to immediately**

deliver to the New York State Assembly the original, signed Releases held in escrow by them pursuant to the provisions of paragraph 3 of this Agreement. Cuti Hecker Wang LLP further agrees that there shall be no distribution or retention of any funds pursuant to paragraphs 5, 6, 7 and 8 of this Agreement until such time as both Releases are delivered to the New York State Assembly.

5. From the amounts identified in paragraphs 1 and 2 of this Agreement, a total amount of sixty thousand, seven hundred and eighty-six dollars (\$60,786) shall be paid to [REDACTED] for alleged damages for pain and suffering in lieu of any other form of compensation in complete resolution of this dispute including but not limited to any form of wages, benefits or other potential frontpay or backpay liability. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, [REDACTED] shall be paid forty-six thousand three hundred and eighty-six dollars (\$46,386), and from the amount paid pursuant to paragraph 2 of this Agreement, [REDACTED] shall be paid fourteen thousand, four hundred dollars (\$14,400).
6. From the amounts identified in paragraphs 1 and 2 of this Agreement, a total amount of twenty thousand, two hundred and sixty-two dollars (\$20,262) shall be paid to [REDACTED] for alleged damages for pain and suffering in lieu of any other form of compensation in complete resolution of this dispute including but not limited to any form of wages, benefits or other potential frontpay or backpay liability. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, [REDACTED] shall be paid fifteen thousand four hundred and sixty-two dollars (\$15,462), and from the amount paid pursuant to paragraph 2 of this Agreement, [REDACTED] shall be paid four thousand, eight hundred dollars (\$4,800).
7. From the amounts identified in paragraphs 1 and 2 of this Agreement, the law firm of Cuti Hecker Wang LLP shall retain a total amount of twenty-seven thousand, six hundred and sixteen dollars (\$27,016) in complete resolution of any and all attorney fee obligations or liabilities in relation to any legal work performed in their representation, individually or collectively, of the Employees in relation to this dispute. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, Cuti Hecker Wang LLP shall retain the amount of twenty thousand six hundred and sixteen dollars (\$20,616), and

from the amount paid pursuant to paragraph 2 of this Agreement, Cuti Hecker Wang, LLP shall retain the amount of six thousand, four hundred dollars (\$6,400).

8. From the amounts identified in paragraphs 1 and 2 of this Agreement, the law firm of Allred Maroko & Goldberg shall be paid a total amount of twenty-seven thousand, six hundred and sixteen dollars (\$27,016) in complete resolution of any and all attorney fee obligations or liabilities in relation to any legal work performed in their representation, individually or collectively, of the Employees in relation to this dispute. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, Allred Maroko & Goldberg shall be paid the amount of twenty thousand six hundred and sixteen dollars (\$20,616), and from the amount paid pursuant to paragraph 2 of this Agreement, Allred Maroko & Goldberg shall be paid the amount of six thousand, four hundred dollars (\$6,400).
9. The Employees and Law Firms agree to indemnify the New York State Assembly and/or Member of Assembly Vito Lopez and hold them harmless from any and all taxes, penalties, and interest imposed and any and all expenses incurred due to lack of withholding from the payments made and received pursuant to paragraphs 5,6,7 or 8 of this Agreement
10. The tender and acceptance of employment by each of the Employees with the New York State Assembly during the period January 1, 2012 through May 31, 2012 and payment of wages and all benefits of employment to each of the Employees during such period shall be deemed as a portion of the consideration received by them in the settlement evidenced by this Agreement.
11. Both [REDACTED] and [REDACTED] will resign from New York State Assembly employment effective close of business May 31, 2012 by submitting separate irrevocable letters of resignation using the language specified in Exhibit "E". No further salary or other benefits of employment with the New York State Assembly shall be due, owed, or paid to either of the Employees except as payments of any sort earned for services provided during the period January 1, 2012 through May 31, 2012. Each of the Employees agrees not to reapply for future employment in any offices of the New York State Assembly or any Member thereof.
12. Upon delivery to the New York State Assembly of a signed and notarized copy of the Release in Exhibit "A", [REDACTED] will receive the attached "to whom it may concern", generic positive recommendation (Exhibit "C") concerning the performance of her tasks and duties assigned to her during

her Assembly employment. In accordance with Assembly practice, inquiries from any potential employer, potential landlord, potential creditor, or other such person or entity will receive a response indicating Ms. [REDACTED] voluntary resignation, last job title, duration of Assembly employment, and annual salary.

13. Upon delivery to the New York State Assembly of a signed and notarized copy of the Release in Exhibit "B", [REDACTED] will receive the attached "to whom it may concern", generic positive recommendation (Exhibit "D") concerning the performance of her tasks and duties assigned to her during her Assembly employment. In accordance with Assembly practice, inquiries from any potential employer, potential landlord, potential creditor, or other such person or entity will receive a response indicating Ms. [REDACTED] voluntary resignation, last job title, duration of Assembly employment, and annual salary.
14. Member of Assembly Vito Lopez and the staff of the office of Member of Assembly Vito Lopez will, within 90 days of the execution of this Agreement receive supplementary instruction – in addition to that which is biennially provided to Members of the Assembly and staff – concerning the Assembly Affirmative Action Policy, the Assembly Sexual Harassment/Retaliation Policy, and identification and avoidance of sex discrimination and sexual harassment in the workplace. This training may be conducted in separate sessions.
15. Except in response to a court order or in response to a valid subpoena, neither any party to this Agreement, nor any representative, heir, assign or other person affiliated with any party to this Agreement will discuss or make any statement of any sort concerning the underlying circumstances of the dispute which has given rise to this Agreement or any terms of this Agreement with any other person or entity.
16. The Employees hereby agree, individually and collectively, that they shall not communicate or publish, or cause to be communicated or published, any disparaging remarks, comments or statements in any form concerning any aspect, circumstance or incident involving their employment in the office of Member of Assembly Vito Lopez or any office(s) of the New York State Assembly.
17. Each of the Employees and their representatives agree that the New York State Assembly shall be entitled to liquidated damages of ten thousand dollars (\$10,000) or actual damages, whichever is greater, from the person or entity breaching the terms of paragraph 15 or 16 of this Agreement for each breach of such terms, and any breach of paragraphs 15 or 16 of this

Agreement by either Employee or their representative shall be considered a material breach.

18. Any claim, action, suit or other dispute relating to any terms of this Agreement or the Releases entered into pursuant to this Agreement shall be commenced in the City of New York and governed by the provisions of the laws of the State of New York.
19. Any document required by this Agreement to be delivered to the New York State Assembly shall be delivered to William F. Collins, Counsel to the Majority, New York State assembly, Room 448M, Capitol, Albany, New York 12248; e-mail collinsw@assembly.state.ny.us; and/or telefax 518-455-4103.
20. The Employees hereby expressly acknowledge, individually and collectively, that they are signing this Agreement knowingly and voluntarily and upon the advice of the Law Firms by which they are and have been represented.
21. This Agreement may be signed in counterparts and any telefaxed or electronically transmitted signed copy of this Agreement will be equally as valid for all purposes as an original signed copy.
22. Nothing contained herein shall be deemed to imply or to constitute an admission of any sort that any party to this Agreement acted improperly or unlawfully.
23. The parties shall take such other and further steps as are necessary to implement the terms of this Agreement including, but not limited to, the approval of the Office of the State Comptroller.

IN WITNESS WHEREOF, the parties and their representatives have hereunto set their hands.

Date:

NEW YORK STATE ASSEMBLY

By: _____
(Print Name)

TITLE: Counsel to the Majority

Date:

Date:

CUTTI HECKER WANG LLP

MEMBER OF ASSEMBLY VITO LOPEZ

By: _____
(Print Name)

Date:

Date:

ALLRED MAROKO & GOLDBERG

By: _____

Date:

Exhibit "A"

RELEASE

██████████, residing at _____, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of sixty thousand, seven hundred and eighty-six dollars (\$60,786) received, in toto, from the New York State Assembly and Member of Assembly Vito Lopez collectively, and in consideration of the other promises and covenants set forth in the attached Agreement releases and discharges the State of New York and Member of Assembly Vito Lopez from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands

under Title VII of the Civil Rights Act of 1964, the New York State Executive Law, or the New York City Human Rights Act including but not limited to claims for gender, sex, race, age, religious and any other protected characteristics, sexual harassment, retaliation as well as any other actions, causes of action, suits, agreements, promises, damages, judgment, complaints, and demands of any sort under any other statutes, contract or tort law in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or relating to the employment of [REDACTED] by the Assembly of the State of New York and/or Member of Assembly Vito Lopez.

IN WITNESS WHEREOF, [REDACTED] has hereunto set her hand on this ___ day of ___, 2012.

[REDACTED]

STATE OF NEW YORK
COUNTY OF _____

On the ___ day of _____, 2012, before me personally came [REDACTED] to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

[REDACTED]

Exhibit "B"

RELEASE

[REDACTED] residing at _____, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of fifteen thousand, four hundred and sixty-two dollars (\$15,462)

received, in toto, from the New York State Assembly and Member of Assembly Vito Lopez collectively, and in consideration of the other promises and covenants set forth in the attached Agreement releases and discharges the State of New York and Member of Assembly Vito Lopez from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands under Title VII of the Civil Rights Act of 1964, the New York State Executive Law, or the New York City Human Rights Act including but not limited to claims for gender, sex, race ,age, religious and any other protected characteristics, sexual harassment, retaliation as well as any other actions, causes of action, suits, agreements, promises, damages, judgment, complaints, and demands of any sort under any other statutes, contract or tort law in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or relating to the employment of [REDACTED] by the New York State Assembly and/or Member of Assembly Vito Lopez.

IN WITNESS WHEREOF, [REDACTED] has hereunto set her hand on this ___ day of ___, 2012.

[REDACTED]

STATE OF NEW YORK
COUNTY OF _____

On the ___ day of _____, 2012, before me personally came [REDACTED], to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

[REDACTED]

EXHIBITS "C" and "D" positive recommendation letters to be drafted.

EXHIBIT "E" :

Ms. Suzanne Gold
Director of Human Resources
New York State Assembly
Concourse, Room 104
Albany, New York 12248

Dear Ms. Gold:

Effective close of business on May 31, 2012, I hereby voluntarily resign my position with the New York State Assembly.

Very truly yours,

Pearson, Linda F.

From: William Collins <collinsw@assembly.state.ny.us>
Sent: Tuesday, May 29, 2012 5:02 PM
To: Kirschner, Kenneth
Cc: 'James Yates'; 'Carolyn Kearns'
Subject: FW: draft settlement
Attachments: ██████████ SETTLEMENT AGREEMENT.doc

Sorry. As so frequently happens, I forgot to attach the attachment.

From: William Collins [<mailto:collinw@assembly.state.ny.us>]
Sent: Tuesday, May 29, 2012 4:48 PM
To: 'Kirschner, Kenneth'; 'James Yates'; 'Carolyn Kearns'
Subject: draft settlement

Ken, I have sent this draft out because time is short but, I'd appreciate your input if you get a chance. Bill

DRAFT SETTLEMENT AGREEMENT

THIS AGREEMENT, made by and between the following parties: the Assembly of the State of New York and Member of Assembly Vito Lopez (who may, hereinafter, be referred to collectively as the "Employer"), and [REDACTED] residing at ___ and [REDACTED] residing at ___ (who may, hereinafter, be referred to collectively as the "Employees").

WHEREAS, a dispute has arisen concerning the employment of the Employees in the office of the Member of Assembly Vito Lopez and,

WHEREAS, the parties desire to resolve this matter without resort to litigation or any administrative proceeding of any sort;

NOW, THEREFORE, it is agreed between the Employer and the Employees, individually and collectively, that:

1. The Employer agrees to pay [REDACTED] the lump sum _____ as damages in lieu of any other form of compensation in complete resolution of this dispute including but not limited to any form of wages, benefits or other potential frontpay or backpay liability. The payment of this amount is to be allocated between the Assembly of the State of New York and Member of Assembly Vito Lopez as follows: Upon receipt of such payment, [REDACTED] hereby agrees to execute the Release attached hereto as Exhibit "A".
2. The Employer agrees to pay [REDACTED] the lump sum of _____ as damages in lieu of any other form of compensation in complete resolution of this dispute including but not limited to any form of wages, benefits or other potential frontpay or backpay liability. The payment of this amount is to be allocated between the Assembly of the State of New York and Member of Assembly Vito Lopez as follows: Upon receipt of such payment, [REDACTED] hereby agrees to execute the Release attached hereto as Exhibit "B".
3. The Employer agrees to pay the lump sum of _____, collectively, to the law firms of Cutti Hecker Wang LLP and Allred Maroko Goldberg in complete resolution of any and all attorney fee obligations or liabilities in relation to any legal work performed in their representation, individually or

collectively, of the Employees in relation to this dispute. The payment of this amount is to be allocated between the Assembly of the State of New York and Member of Assembly Vito Lopez as follows:

4. Both [REDACTED] and [REDACTED] will resign from Assembly employment effective close of business May 31, 2012.
5. Upon execution of this Agreement, [REDACTED] will receive the attached "to whom it may concern", generic positive recommendation (Exhibit "C") concerning the performance of her tasks and duties assigned to her during her Assembly employment. In accordance with Assembly practice, inquiries from any potential employer, potential landlord, potential creditor, or other such person or entity will receive a response indicating Ms. [REDACTED] last job title, duration of Assembly employment, and annual salary.
6. Upon execution of this Agreement, [REDACTED] will receive the attached "to whom it may concern", generic positive recommendation (Exhibit "D") concerning the performance of her tasks and duties assigned to her during her Assembly employment. In accordance with Assembly practice, inquiries from any potential employer, potential landlord, potential creditor, or other such person or entity will receive a response indicating Ms. [REDACTED] last job title, duration of Assembly employment, and annual salary.
7. Member of Assembly Vito Lopez and the entire staff of the office of Member of Assembly Vito Lopez will, within 90 days of the execution of this Agreement receive supplementary instruction – in addition to that which is biennially provided to Members of the Assembly and staff – concerning the identification and avoidance of sex discrimination and sexual harassment in the workplace. This training may be conducted in separate sessions.
8. Except in response to a court order or in response to a valid subpoena, neither any party to this Agreement, nor any representative, heir, assign or other person affiliated with any party to this Agreement will discuss or make any statement of any sort concerning the underlying circumstances of the dispute which has given rise to this Agreement or any terms of this Agreement with any other person or entity. Each of the Employees and their representatives agree that the Employer shall be entitled to liquidated damages of five thousand dollars (\$5,000) or actual damages, whichever is greater, from the person or entity breaching the terms of this paragraph for each breach of this paragraph, and any breach of this paragraph by either Employee or their representative shall be considered a material breach.
9. Nothing contained herein shall be deemed to imply or to constitute an admission of any sort that any party to this Agreement acted improperly or unlawfully.

IN WITNESS WHEREOF, the parties and their representatives have hereunto set their hands.

Date:

NEW YORK STATE ASSEMBLY

By: _____
(Print Name)

TITLE: Counsel to the Majority

Date:

Date:

CUTTI HECKER WANG LLP

By: _____
(Print Name)

Date:

MEMBER OF ASSEMBLY VITO LOPEZ

Date:

ALLRED MROKO GOLDBERG

By: _____

Date:

Exhibit "A"

RELEASE

██████████ residing at _____, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of _____ received, in toto, from the Assembly of the State of New York and Member of Assembly Vito Lopez collectively, and in consideration of the other promises and covenants set forth in the attached Agreement releases and discharges the State of New York and Member of Assembly Vito Lopez from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or relating to the employment of ██████████ by the Assembly of the State of New York and/or Member of Assembly Vito Lopez.

IN WITNESS WHEREOF, ██████████ has hereunto set her hand on this ____ day of ____, 2012.

STATE OF NEW YORK
COUNTY OF _____

On the ____ day of _____, 2012, before me personally came ██████████ to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

Exhibit "B"

RELEASE

██████████ residing at _____, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of _____ received, in toto, from the Assembly of the State of New York and Member of Assembly Vito Lopez collectively, and in consideration of the other promises and covenants set forth in the attached Agreement releases and discharges the State of New York and Member of Assembly Vito Lopez from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or relating to the employment of ██████████ by the Assembly of the State of New York and/or Member of Assembly Vito Lopez.

IN WITNESS WHEREOF, ██████████ has hereunto set her hand on this ____ day of ____, 2012.

STATE OF NEW YORK
COUNTY OF _____

On the ____ day of _____, 2012, before me personally came ██████████, to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

Discussion w/ ~~the~~ lawyers (skint)
with Connors w/ ~~the~~ COB

→ fine now this is it.

→ quotes from tapes.
The headline makes

~~Monday - discussion
and Monday afternoon~~

Reformat & flush

→ we used .47 →
off in May → \$123,500
(incl V. for \$20K)

Reformat → could possibly
squeeze out, but
the more.

\$106K → \$123,500.

120K? - w/ 14K.
50 - back pay.

170K

(212)

10/18 →

~~19.45~~

William Collins

From: Sheryl E. Reich [reich@leftcourtlaw.com]
Sent: Wednesday, May 30, 2012 5:54 PM
To: William Collins; Gerald Lefcourt; Carolyn Kearns; James Yates
Subject: RE: mediation
Attachments: 2012-05-30 3rd draft w SER comments.doc

I inserted just a few comments. Looks good!

From: William Collins [mailto:collinsw@assembly.state.ny.us]
Sent: Wednesday, May 30, 2012 3:05 PM
To: Gerald Lefcourt; Sheryl E. Reich; 'Carolyn Kearns'; 'James Yates'
Subject: FW: mediation

Forgot to "attach" AGAIN; dammit!!!

From: William Collins [mailto:collinw@assembly.state.ny.us]
Sent: Wednesday, May 30, 2012 3:04 PM
To: 'Sheryl E. Reich'; 'Gerald Lefcourt'; 'Carolyn Kearns'; 'James Yates'
Subject: RE: mediation

Here is the third - and, hopefully, moving toward the final - draft. Unfortunately, I am not particularly adept at word processing editing so, I'll just direct your attention to the deletion of the phrase "the Employer" *passim*; reference to what we are and aren't paying for in paragraphs 5 and 6; replacement of paragraph 9 with other suggested language; reference to an attached "voluntary letter of resignation" to be executed by each employee; withholding the letters of recommendation until the releases are received in paragraphs 12 and 13; striking the creation and maintaining of a record of training in paragraph 14; omitting the excess language in paragraph 15 [NOTE: the language appears in paragraph 17]; paragraphs 19 and 23 are new and self-explanatory.

From: Sheryl E. Reich [mailto:reich@leftcourtlaw.com]
Sent: Wednesday, May 30, 2012 1:33 PM
To: William Collins; Gerald Lefcourt; Carolyn Kearns
Subject: RE: mediation

You are saying that the retained record you are suggesting in the draft is intended to meet their demand highlighted below? Do you have a few minutes to chat about that at say around 2:30?

-----Original Message-----

From: William Collins [mailto:collinsw@assembly.state.ny.us]
Sent: Wednesday, May 30, 2012 12:30 PM
To: Gerald Lefcourt; Sheryl E. Reich; 'James Yates'; 'Carolyn Kearns'
Subject: FW: mediation

-----Original Message-----

From: margaretlshaw@gmail.com [mailto:margaretlshaw@gmail.com] On Behalf Of Margaret Shaw
Sent: Tuesday, May 29, 2012 1:16 PM
To: William Collins
Subject: Re: mediation

wonderful! I will try to get this today from Marianne.

On 5/29/12, William Collins <collinsw@assembly.state.ny.us> wrote:

> I think we're good with all of it. I've been taking a shot at drafting
> a settlement agreement. I'll need the numbers.

>

> ----- Original Message -----

> From: Margaret Shaw [mailto:mshaw@jamsadr.com]

> Sent: Tuesday, May 29, 2012 12:40 PM

> To: William Collins <collinsw@assembly.state.ny.us>

> Subject: Re: mediation

>

> Bill, Any response to the above? Many thanks, Margaret

>

> On 5/23/12, Margaret Shaw <mshaw@jamsadr.com> wrote:

>> Bill, Here's the email I received yesterday from Maryanne while I was
>> in a mediation. I just had a chance to talk with her about it, and
>> she has given me permission to forward it to you. Can you forward it
>> on to Gerry and Cheryl as well? My understanding from Maryanne is
>> that it was a tough sell to her clients, meaning very little if any
>> flexibility. Lets talk when you all have had the chance to digest and
>> discuss with your various clients. Thanks, Margaret

>>

>>

>>

>>

>> Margaret:

>>

>>

>> Sorry I missed your call. Thought I'd send the message this way. It
>> took an enormous number of long conversations and meetings, but I
>> think I've just about gotten my clients where they need to be to
>> accept the final offer, with a few important qualifiers. Because
>> they don't feel like the money is enough, these "other" points are
>> important for them and a condition of accepting the numbers:
>> (1) there's an agreed upon positive reference, attached as an exhibit
>> to the agreement for each of them; I don't think they care who signs
>> it, and obviously it would focus on the things they did well;
>> relatedly, the parties agree that they resign as of May 31, 2012;
>> (2) Vito Lopez and his staff is trained in a special session that
>> focuses on his office by a date certain - it could be within 90 days,
>> but there is retained proof of that fact on file (doesn't have to be
>> provided to them); they also want to be clear, as my initial demand
>> letter made clear that the allegations are not just about sexual
>> harassment (though obviously that's a big part of it), but about sex
>> discrimination as well;
>> (3) the lump sum payments that are made to them (as apart from the
>> attorneys fees) be made for emotional harm and as a 1099 tax
>> treatment (both have been getting extensive treatment from
>> therapists, and have only gotten the treatment since the events).

>>

>>

>> Assuming the defendants are on board with these pieces, I will then
>> send you a break down of the payments.

>>

>>

>> Thanks for your efforts,

>> Mariann
>>
>>
>> --
>> Margaret L. Shaw, Esq.
>> JAMS
>> 620 Eighth Avenue, 34th Floor
>> New York, N.Y. 10018
>> (212) [REDACTED]
>> (212) [REDACTED] (fax)
>>
>
>
> --
> Margaret L. Shaw, Esq.
> JAMS
> 620 Eighth Avenue, 34th Floor
> New York, N.Y. 10018
> (212) [REDACTED]
> (212) [REDACTED] (fax)
>

--
Margaret L. Shaw, Esq.
JAMS
620 Eighth Avenue, 34th Floor
New York, N.Y. 10018
(212) [REDACTED]
(212) [REDACTED] (fax)

THIRD DRAFT SETTLEMENT AGREEMENT

SER comments

THIS AGREEMENT, made by and between the following parties: the New York State Assembly (or, "Assembly") and Member of Assembly Vito Lopez; [REDACTED] residing at [REDACTED] and [REDACTED] residing at [REDACTED] (who may, hereinafter, be referred to collectively as the "Employees"); and Cuti Hecker Wang, LLP, and Allred Maroko & Goldberg (who may, hereinafter, be referred to collectively the "Law Firms").

WHEREAS, a dispute has arisen concerning the employment of the Employees in the office of the Member of Assembly Vito Lopez and,

WHEREAS, the parties desire to resolve this matter without resort to litigation or any administrative proceeding of any sort, have had all of the terms and conditions of this Agreement clearly explained, and now freely consent to enter this Agreement, such consent not having been induced by fraud, duress or any other undue influence;

NOW, THEREFORE, it is agreed between the New York State Assembly, Member of Assembly Vito Lopez, the Employees, and the Law Firms, individually and collectively, that:

1. The New York State Assembly will pay to the law firm of Cuti Hecker Wang LLP a lump sum of one hundred three thousand, eighty dollars (\$103,080), as soon as is reasonably possible, for distribution as prescribed by the terms of this Agreement.
2. Member of Assembly Vito Lopez will pay to the law firm of Cuti Hecker Wang LLP a lump sum of thirty-two thousand dollars (\$32,000), as soon as is reasonably possible, for distribution as prescribed by the terms of this Agreement.
3. Upon signing and execution of this Agreement by each of the Employees, each shall also sign and execute the respective Releases attached hereto as Exhibits "A" and "B". Such Releases shall be held in escrow by the law firm of Cuti Hecker Wang LLP until payment of the amounts prescribed by paragraphs 1 and 2 of this Agreement have been made.
4. Upon receipt of the payments identified in paragraphs 1 and 2 of this Agreement, Cuti Hecker Wang LLP unconditionally agrees to immediately

deliver to the New York State Assembly the original, signed Releases held in escrow by them pursuant to the provisions of paragraph 3 of this Agreement. Cuti Hecker Wang LLP further agrees that there shall be no distribution or retention of any funds pursuant to paragraphs 5, 6, 7 and 8 of this Agreement until such time as both Releases are delivered to the New York State Assembly.

5. From the amounts identified in paragraphs 1 and 2 of this Agreement, a total amount of sixty thousand, seven hundred and eighty-six dollars (\$60,786) shall be paid to [REDACTED] for alleged damages for pain and suffering in lieu of any other form of compensation in complete resolution of this dispute including but not limited to any form of wages, benefits or other potential frontpay or backpay liability. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, [REDACTED] shall be paid forty-six thousand three hundred and eighty-six dollars (\$46,386), and from the amount paid pursuant to paragraph 2 of this Agreement, [REDACTED] shall be paid fourteen thousand, four hundred dollars (\$14,400).
6. From the amounts identified in paragraphs 1 and 2 of this Agreement, a total amount of twenty thousand, two hundred and sixty-two dollars (\$20,262) shall be paid to [REDACTED] for alleged damages for pain and suffering in lieu of any other form of compensation in complete resolution of this dispute including but not limited to any form of wages, benefits or other potential frontpay or backpay liability. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, [REDACTED] shall be paid fifteen thousand four hundred and sixty-two dollars (\$15,462), and from the amount paid pursuant to paragraph 2 of this Agreement, [REDACTED] shall be paid four thousand, eight hundred dollars (\$4,800).
7. From the amounts identified in paragraphs 1 and 2 of this Agreement, the law firm of Cuti Hecker Wang LLP shall retain a total amount of twenty-seven thousand, six hundred and sixteen dollars (\$27,016) in complete resolution of any and all attorney fee obligations or liabilities in relation to any legal work performed in their representation, individually or collectively, of the Employees in relation to this dispute. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, Cuti Hecker Wang LLP shall retain the amount of twenty thousand six hundred and sixteen dollars (\$20,616), and

from the amount paid pursuant to paragraph 2 of this Agreement, Cuti Hecker Wang, LLP shall retain the amount of six thousand, four hundred dollars (\$6,400).

8. From the amounts identified in paragraphs 1 and 2 of this Agreement, the law firm of Allred Maroko & Goldberg shall be paid a total amount of twenty-seven thousand, six hundred and sixteen dollars (\$27,016) in complete resolution of any and all attorney fee obligations or liabilities in relation to any legal work performed in their representation, individually or collectively, of the Employees in relation to this dispute. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, Allred Maroko & Goldberg shall be paid the amount of twenty thousand six hundred and sixteen dollars (\$20,616), and from the amount paid pursuant to paragraph 2 of this Agreement, Allred Maroko & Goldberg shall be paid the amount of six thousand, four hundred dollars (\$6,400).
9. The Employees and Law Firms agree to indemnify the New York State Assembly and/or Member of Assembly Vito Lopez and hold them harmless from any and all taxes, penalties, and interest imposed and any and all expenses incurred due to lack of withholding from the payments made and received pursuant to paragraphs 5,6,7 or 8 of this Agreement
10. The tender and acceptance of employment by each of the Employees with the New York State Assembly during the period January 1, 2012 through May 31, 2012 and payment of wages and all benefits of employment to each of the Employees during such period shall be deemed as a portion of the consideration received by them in the settlement evidenced by this Agreement.
11. Both [REDACTED] and [REDACTED] will resign from New York State Assembly employment effective close of business May 31, 2012 by submitting separate irrevocable letters of resignation using the language specified in Exhibit "E". No further salary or other benefits of employment with the New York State Assembly shall be due, owed, or paid to either of the Employees except as payments of any sort earned for services provided during the period January 1, 2012 through May 31, 2012. Each of the Employees agrees not to reapply for future employment in any offices of the New York State Assembly or any Member thereof.
12. Upon delivery to the New York State Assembly of a signed and notarized copy of the Release in Exhibit "A", [REDACTED] will receive the attached "to whom it may concern", generic positive recommendation (Exhibit "C") concerning the performance of her tasks and duties assigned to her during

her Assembly employment. In accordance with Assembly practice, inquiries from any potential employer, potential landlord, potential creditor, or other such person or entity will receive a response indicating Ms. [REDACTED] voluntary resignation, last job title, duration of Assembly employment, and annual salary.

13. Upon delivery to the New York State Assembly of a signed and notarized copy of the Release in Exhibit "B", [REDACTED] will receive the attached "to whom it may concern", generic positive recommendation (Exhibit "D") concerning the performance of her tasks and duties assigned to her during her Assembly employment. In accordance with Assembly practice, inquiries from any potential employer, potential landlord, potential creditor, or other such person or entity will receive a response indicating Ms. [REDACTED] voluntary resignation, last job title, duration of Assembly employment, and annual salary.

14. Member of Assembly Vito Lopez and the staff of the office of Member of Assembly Vito Lopez will, within 90 days of the execution of this Agreement receive supplementary instruction – in addition to that which is biennially provided to Members of the Assembly and staff – concerning the Assembly Affirmative Action Policy, the Assembly Sexual Harassment/Retaliation Policy, and identification and avoidance of sex discrimination and sexual harassment in the workplace. This training may be conducted in separate sessions.

15. Except in response to a court order or in response to a valid subpoena, neither any party to this Agreement, nor any representative, heir, assign or other person affiliated with any party to this Agreement will discuss or make any statement of any sort concerning the underlying circumstances of the dispute which has given rise to this Agreement, the fact of this Agreement, or any terms of this Agreement, with any other person or entity.

16. The Employees hereby agree, individually and collectively, that they shall not communicate or publish, or cause to be communicated or published, any disparaging remarks, comments or statements in any form concerning any aspect, circumstance or incident involving their employment in the office of Member of Assembly Vito Lopez or any office(s) of the New York State Assembly.

17. Each of the Employees and their representatives agree that the New York State Assembly shall be entitled to liquidated damages of ten thousand dollars (\$10,000) or actual damages, whichever is greater, from the person or entity breaching the terms of paragraph 15 or 16 of this Agreement for each breach of such terms, and any breach of paragraphs 15 or 16 of this

Deleted:

Agreement by either Employee or their representative shall be considered a material breach.

18. Any claim, action, suit or other dispute relating to any terms of this Agreement or the Releases entered into pursuant to this Agreement shall be commenced in the City of New York and governed by the provisions of the laws of the State of New York.
19. Any document required by this Agreement to be delivered to the New York State Assembly shall be delivered to William F. Collins, Counsel to the Majority, New York State assembly, Room 448M, Capitol, Albany, New York 12248; e-mail collinsw@assembly.state.ny.us; and/or telefax 518-455-4103.
20. The Employees hereby expressly acknowledge, individually and collectively, that they are signing this Agreement knowingly and voluntarily and upon the advice of the Law Firms by which they are and have been represented.
21. This Agreement may be signed in counterparts and any telefaxed or electronically transmitted signed copy of this Agreement will be equally as valid for all purposes as an original signed copy.
22. Nothing contained herein shall be deemed to imply or to constitute an admission of any sort that any party to this Agreement acted improperly or unlawfully.
23. The parties shall take such other and further steps as are necessary to implement the terms of this Agreement including, but not limited to, the approval of the Office of the State Comptroller.

IN WITNESS WHEREOF, the parties and their representatives have hereunto set their hands.

Date:

NEW YORK STATE ASSEMBLY

By: _____
(Print Name)

TITLE: Counsel to the Majority

Date:

Date:

CUTTI HECKER WANG LLP

MEMBER OF ASSEMBLY VITO LOPEZ

By: _____
(Print Name)

Date:

Date:

ALLRED MAROKO & GOLDBERG

By: _____

Date:

Exhibit "A"

RELEASE

██████████, residing at _____, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of sixty thousand, seven hundred and eighty-six dollars (\$60,786) received, in toto, from the New York State Assembly and Member of Assembly Vito Lopez collectively, and in consideration of the other promises and covenants set forth in the attached Agreement releases and discharges the State of New York and Member of Assembly Vito Lopez from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands

under Title VII of the Civil Rights Act of 1964, the New York State Executive Law, or the New York City Human Rights Act including but not limited to claims for gender, sex, race, age, religious and any other protected characteristics, sexual harassment, retaliation as well as any other actions, causes of action, suits, agreements, promises, damages, judgment, complaints, and demands of any sort under any other statutes, contract or tort law in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or relating to the employment of [REDACTED] by the Assembly of the State of New York and/or Member of Assembly Vito Lopez.

IN WITNESS WHEREOF, [REDACTED] has hereunto set her hand on this ___ day of ___, 2012.

[REDACTED]

STATE OF NEW YORK
COUNTY OF _____

On the ___ day of _____, 2012, before me personally came [REDACTED] to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

[REDACTED]

Exhibit "B"

RELEASE

[REDACTED] residing at _____, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of fifteen thousand, four hundred and sixty-two dollars (\$15,462)

received, in toto, from the New York State Assembly and Member of Assembly Vito Lopez collectively, and in consideration of the other promises and covenants set forth in the attached Agreement releases and discharges the State of New York and Member of Assembly Vito Lopez from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands under Title VII of the Civil Rights Act of 1964, the New York State Executive Law, or the New York City Human Rights Act including but not limited to claims for gender, sex, race, age, religious and any other protected characteristics, sexual harassment, retaliation as well as any other actions, causes of action, suits, agreements, promises, damages, judgment, complaints, and demands of any sort under any other statutes, contract or tort law in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or relating to the employment of [REDACTED] by the New York State Assembly and/or Member of Assembly Vito Lopez.

IN WITNESS WHEREOF, [REDACTED] has hereunto set her hand on this ___ day of ___, 2012.

[REDACTED]

STATE OF NEW YORK
COUNTY OF _____

On the ___ day of _____, 2012, before me personally came [REDACTED], to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

[REDACTED]

EXHIBITS "C" and "D" positive recommendation letters to be drafted.

EXHIBIT "E" :

Ms. Suzanne Gold
Director of Human Resources
New York State Assembly
Concourse, Room 104
Albany, New York 12248

Dear Ms. Gold:

Effective close of business on May 31, 2012, I hereby voluntarily resign my position with the New York State Assembly.

Very truly yours,

Subject: Re: mediation

Date: Friday, June 1, 2012 5:43:26 PM ET

From: Mariann Wang <mwang@chwllp.com>

To: William Collins <collinsw@assembly.state.ny.us>

Thanks, Bill. Attached is my redline, which my clients would be prepared to execute. Please do send us the reference letters once they are ready.

Thanks.

Mariann

Cuti Hecker Wang LLP

305 Broadway, Suite 607

New York, New York 10007

Tel: 212.620.2603 | Fax: 212.620.2613

Email: MWANG@CHWLLP.COM

On 6/1/12 1:42 PM, "William Collins" <collinsw@assembly.state.ny.us> wrote:

Mariann,

I appreciate your diligent effort and understand that you would require some time to review and discuss this with your clients. We have not transmitted reference letters to you yet; I am doing everything I can to expedite the drafting/transmittal.

I don't want to put us up against trying to completely resolve this thing tonight with exchanges of drafts and delivery of letters and any necessary discussion (with contact with / feedback from other counsel and clients). If you can get me your markup and I get you the draft reference letters later today, let's consider our positions over the weekend and try to conclude Monday. Obviously, under these circumstances, both of your clients will continue on the Assembly payroll through Monday.

Bill

-----Original Message-----

From: Mariann Wang [<mailto:mwang@chwllp.com>]

Sent: Friday, June 01, 2012 12:41 PM

To: William Collins

Subject: Re: mediation

Bill: I have reviewed and redlined your proposal and have a call with my clients at 2:30 to discuss it. I hope to be able to send it to you thereafter. As I mentioned earlier, I was in a deposition yesterday and in addition to a brief due today, also was in Court this morning until about 20 minutes ago, so am doing my best to turn this around. I still do

not have the reference letters though, is that correct? Mariann Cuti
Hecker Wang LLP
305 Broadway, Suite 607
New York, New York 10007

Tel: 212.620.2603 | Fax: 212.620.2613
Email: MWANG@CHWLLP.COM

On 5/31/12 10:22 AM, "William Collins" <collinsw@assembly.state.ny.us>
wrote:

Mariann,

We are working on positive reference letters concerning your clients' Assembly employment. I don't think they will be problematic; I just need to get some busy folks to focus on them.

In the interim, I wanted to get you our proposed settlement agreement ASAP for your review.

Thanks, Bill

-----Original Message-----

From: Mariann Wang [mailto:mwang@chwllp.com]
Sent: Wednesday, May 30, 2012 6:55 PM
To: William Collins
Subject: Re: mediation

Thanks, Bill. That all makes sense. I certainly will do my best to respond quickly, but you should know that I am in a deposition tomorrow, and will obviously need to talk through the points with my clients. I also have a brief due Friday, so while I will do my utmost, and if indeed there are no issues, I agree I should be able to get back to you by Friday, just a heads up as to why there may be some delay. I'll of course do my best. Thanks.

Cuti Hecker Wang LLP
305 Broadway, Suite 607
New York, New York 10007

Tel: 212.620.2603 | Fax: 212.620.2613
Email: MWANG@CHWLLP.COM

On 5/30/12 4:58 PM, "William Collins" <collinsw@assembly.state.ny.us> wrote:

Mariann,

I am very hopeful that I can e-mail you everything tomorrow morning. I am getting every sign-off possible in advance (to facilitate payment as quickly as possible given the monolith which is NYS government), getting drafts of the positive reference letters and, generally, finalizing our draft to share with you. I hope that we will not need to do understand negotiating of the language of the entire package but, I do understand your concerns and do not expect your clients to resign until we agree to the language (if that means a day or two more on the payroll, I can do that). We will certainly not contest unemployment benefits application but, sometimes the Labor Department looks into these things sua sponte and acts irrationally; we do not control them.

Bill

-----Original Message-----

From: Mariann Wang (<mailto:mwang@chwllp.com>)
Sent: Wednesday, May 30, 2012 4:45 PM
To: Margaret Shaw; William Collins
Subject: Re: mediation

Bill: What is your sense of when we will get the documents? My clients are understandably concerned about getting this all done by tomorrow afternoon. Also, with respect to the mechanics of separation, we are assuming that you will allow them to resign and that defs will not contest unemployment. Thanks. Mariann Cuti Hecker Wang LLP
305 Broadway, Suite 607
New York, New York 10007

Tel: 212.620.2603 | Fax: 212.620.2613
Email: MWANG@CHWLLP.COM

CHW000086

SETTLEMENT AGREEMENT

Deleted: [REDACTED]

THIS AGREEMENT, made by and between the following parties: the New York State Assembly (or, "Assembly") and Member of Assembly Vito Lopez; [REDACTED] and [REDACTED] (who may, hereinafter, be referred to collectively as the "Employees"); and Cuti Hecker Wang, LLP, and Allred Maroko & Goldberg (who may, hereinafter, be referred to collectively as the "Law Firms").

Deleted: residing at [REDACTED]

Deleted: residing at [REDACTED]

WHEREAS, a dispute has arisen concerning the employment of the Employees in the office of the Member of Assembly Vito Lopez, including without limitation Employees' allegations that they were subjected to sex discrimination and retaliation and sexual harassment, which Vito Lopez and the Assembly deny, and,

WHEREAS, the parties desire to resolve this matter without resort to litigation or any administrative proceeding of any sort, have had all of the terms and conditions of this Agreement clearly explained, and now freely consent to enter this Agreement, such consent not having been induced by fraud, duress or any other undue influence;

NOW, THEREFORE, it is agreed between the New York State Assembly, Member of Assembly Vito Lopez, the Employees, and the Law Firms, individually and collectively, that:

Deleted: [REDACTED]

1. The New York State Assembly will pay to the law firm of Cuti Hecker Wang LLP a lump sum of one hundred three thousand, eighty dollars (\$103,080), as soon as is reasonably possible and no later than five business days after Employees provide executed copies of this Agreement to counsel for the New York State Assembly, for distribution as prescribed by the terms of this Agreement.
2. Member of Assembly Vito Lopez will pay to the law firm of Cuti Hecker Wang LLP a lump sum of thirty-two thousand dollars (\$32,000), as soon as is reasonably possible and no later than five business days after Employees provide executed copies of this Agreement to counsel for the New York State Assembly, for distribution as prescribed by the terms of this Agreement.
3. Upon signing and execution of this Agreement by each of the Employees, each shall also sign and execute the respective Releases attached hereto as Exhibits "A" and "B". Such Releases shall be held in escrow by the law

CHW000087

firm of Cuti Hecker Wang LLP until payment of the amounts prescribed by paragraphs 1 and 2 of this Agreement have been made.

4. Upon signing and execution of this Agreement by Vito Lopez and the New York State Assembly, each shall also sign and execute the respective Releases attached hereto as Exhibits and Such Releases shall be held in escrow by the Counsel for the New York State Assembly until Cuti Hecker Wang LLP provides Employees' releases.
5. Upon receipt of the payments identified in paragraphs 1 and 2 of this Agreement, Cuti Hecker Wang LLP unconditionally agrees to immediately deliver to the New York State Assembly the original, signed Releases held in escrow by them pursuant to the provisions of paragraph 3 of this Agreement. Cuti Hecker Wang LLP further agrees that there shall be no distribution or retention of any funds pursuant to paragraphs 5, 6, 7 and 8 of this Agreement until such time as both Releases are delivered to the New York State Assembly. Upon receipt of the Releases executed by the Employees, the New York State Assembly shall release to Cuti Hecker Wang LLP the original, signed Releases held in escrow by them pursuant to the provisions of paragraph 4 of this Agreement.
6. From the amounts identified in paragraphs 1 and 2 of this Agreement, a total amount of sixty thousand, seven hundred and eighty-six dollars (\$60,786) shall be paid to [REDACTED] for alleged damages for pain and suffering in lieu of any other form of compensation in complete resolution of this dispute including but not limited to any form of wages, benefits or other potential frontpay or backpay liability. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, [REDACTED] shall be paid forty-six thousand three hundred and eighty-six dollars (\$46,386), and from the amount paid pursuant to paragraph 2 of this Agreement, [REDACTED] shall be paid fourteen thousand, four hundred dollars (\$14,400).
7. From the amounts identified in paragraphs 1 and 2 of this Agreement, a total amount of twenty thousand, two hundred and sixty-two dollars (\$20,262) shall be paid to [REDACTED] for alleged damages for pain and suffering in lieu of any other form of compensation in complete resolution of this dispute including but not limited to any form of wages, benefits or other potential frontpay or backpay liability. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, [REDACTED] shall be paid fifteen thousand four hundred and sixty-two dollars (\$15,462), and from the amount paid pursuant to paragraph

2 of this Agreement, [REDACTED] shall be paid four thousand, eight hundred dollars (\$4,800).

8. From the amounts identified in paragraphs 1 and 2 of this Agreement, the law firm of Cuti Hecker Wang LLP shall retain a total amount of twenty-seven thousand, six hundred and sixteen dollars (\$27,016) in complete resolution of any and all attorney fee obligations or liabilities in relation to any legal work performed in their representation, individually or collectively, of the Employees in relation to this dispute. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, Cuti Hecker Wang LLP shall retain the amount of twenty thousand six hundred and sixteen dollars (\$20,616), and from the amount paid pursuant to paragraph 2 of this Agreement, Cuti Hecker Wang, LLP shall retain the amount of six thousand, four hundred dollars (\$6,400).

9. From the amounts identified in paragraphs 1 and 2 of this Agreement, the law firm of Allred Maroko & Goldberg shall be paid a total amount of twenty-seven thousand, six hundred and sixteen dollars (\$27,016) in complete resolution of any and all attorney fee obligations or liabilities in relation to any legal work performed in their representation, individually or collectively, of the Employees in relation to this dispute. The payment of this amount is to be allocated between the New York State Assembly and Member of Assembly Vito Lopez as follows: from the amount paid pursuant to paragraph 1 of this Agreement, Allred Maroko & Goldberg shall be paid the amount of twenty thousand six hundred and sixteen dollars (\$20,616), and from the amount paid pursuant to paragraph 2 of this Agreement, Allred Maroko & Goldberg shall be paid the amount of six thousand, four hundred dollars (\$6,400).

10. The Employees agree to indemnify the New York State Assembly and/or Member of Assembly Vito Lopez and hold them harmless from any and all taxes, penalties, and interest imposed and any and all expenses incurred due to lack of withholding from the payments made and received pursuant to paragraphs 5,6,7 or 8 of this Agreement. The New York State Assembly agrees to provide notice to the Employees of any issues raised by any authority in connection with the taxation of such payments and to work in good faith with Employees or their attorney or tax advisor should such issues arise.

Deleted: and Law Firms

Deleted:

11. The tender and acceptance of employment by each of the Employees with the New York State Assembly during the period January 1, 2012 through June 2012 and payment of wages and all benefits of employment to each

Deleted: May 31

Deleted:

of the Employees during such period shall be deemed as a portion of the consideration received by them in the settlement evidenced by this Agreement.

12. Both [REDACTED] and [REDACTED] will resign from New York State Assembly employment effective close of business June 1, 2012 by submitting separate irrevocable letters of resignation using the language specified in Exhibit "E". No further salary or other benefits of employment with the New York State Assembly shall be due, owed, or paid to either of the Employees except as payments of any sort earned for services provided during the period January 1, 2012 through June 1, 2012.

Deleted: May 31

13. Upon delivery to the New York State Assembly of a signed and notarized copy of the Release in Exhibit "A", [REDACTED] will receive the attached "to whom it may concern", generic positive recommendation (Exhibit "C") concerning the performance of her tasks and duties assigned to her during her Assembly employment. In accordance with Assembly practice, inquiries from any potential employer, potential landlord, potential creditor, or other such person or entity will receive a response indicating Ms. [REDACTED] voluntary resignation, last job title, duration of Assembly employment, and annual salary. The designated person whom Ms. [REDACTED] should list for such confirmation is _____.

Deleted: May 31

Deleted: Each of the Employees agrees not to reapply for future employment in any offices of the New York State Assembly or any Member thereof.

14. Upon delivery to the New York State Assembly of a signed and notarized copy of the Release in Exhibit "B", [REDACTED] will receive the attached "to whom it may concern", generic positive recommendation (Exhibit "D") concerning the performance of her tasks and duties assigned to her during her Assembly employment. In accordance with Assembly practice, inquiries from any potential employer, potential landlord, potential creditor, or other such person or entity will receive a response indicating Ms. [REDACTED] voluntary resignation, last job title, duration of Assembly employment, and annual salary. The designated person whom Ms. [REDACTED] should list for such confirmation is _____.

15. Member of Assembly Vito Lopez and the staff of the office of Member of Assembly Vito Lopez will, within 90 days of the execution of this Agreement receive supplementary instruction – in addition to that which is biennially provided to Members of the Assembly and staff – concerning the Assembly Affirmative Action Policy, the Assembly Sexual Harassment/Retaliation Policy, and identification and avoidance of sex discrimination and sexual harassment in the workplace. This training may be conducted in separate sessions and the New York State Assembly shall retain evidence that all members of Mr. Vito's office received and attended such training, including through retention of sign in sheets.

16. Except in response to a court order or in response to a valid subpoena or in connection with necessary disclosures to financial or tax advisors, medical professionals or immediate family members, neither any party to this Agreement, nor any attorney, counsel, representative, heir, assign or other person affiliated with any party to this Agreement will discuss or make any statement of any sort concerning the underlying circumstances of the dispute which has given rise to this Agreement, the fact of this Agreement, or any terms of this Agreement with any other person or entity.
17. The Employees hereby agree, individually and collectively, that they shall not communicate or publish, or cause to be communicated or published, any disparaging remarks, comments or statements in any form concerning any aspect, circumstance or incident involving their employment in the office of Member of Assembly Vito Lopez or any office(s) of the New York State Assembly.
18. Vito Lopez hereby agrees that he shall not communicate or publish, or cause to be communicated or published, directly or indirectly through others, any disparaging remarks, comments or statements in any form concerning any aspect, circumstance or incident involving [REDACTED] and/or [REDACTED] including without limitation each such individual's employment with his office.
19. Vito Lopez and the New York State Assembly agree that neither will contest any application for unemployment that Employees may choose to file with the Department of Labor.
20. Any claim, action, suit or other dispute relating to any terms of this Agreement or the Releases entered into pursuant to this Agreement shall be commenced in the City of New York and governed by the provisions of the laws of the State of New York.
21. Any document required by this Agreement to be delivered to the New York State Assembly shall be delivered to William F. Collins, Counsel to the Majority, New York State assembly, Room 448M, Capitol, Albany, New York 12248; e-mail collinsw@assembly.state.ny.us; and/or telefax 518-455-4103.
22. The Employees hereby expressly acknowledge, individually and collectively, that they are signing this Agreement knowingly and voluntarily and upon the advice of the Law Firms by which they are and have been represented.
23. This Agreement may be signed in counterparts and any telefaxed or electronically transmitted signed copy of this Agreement will be equally as valid for all purposes as an original signed copy.

Deleted: <D>Each of the Employees and their representatives agree that the New York State Assembly shall be entitled to liquidated damages of ten thousand dollars (\$10,000) or actual damages, whichever is greater, from the person or entity breaching the terms of paragraph 15 or 16 of this Agreement for each breach of such terms, and any breach of paragraphs 15 or 16 of this Agreement by either Employee or their representative shall be considered a material breach.

24. Nothing contained herein shall be deemed to imply or to constitute an admission of any sort that any party to this Agreement acted improperly or unlawfully.

25. The parties shall take such other and further steps as are necessary to implement the terms of this Agreement including, but not limited to, the approval of the Office of the State Comptroller.

IN WITNESS WHEREOF, the parties and their representatives have hereunto set their hands.

Date:

NEW YORK STATE ASSEMBLY

By: _____
(Print Name)

TITLE: Counsel to the Majority

Date:

Date:

CUTTI HECKER WANG LLP

By: _____
(Print Name)

Date:

MEMBER OF ASSEMBLY VITO LOPEZ

Date:

ALLRED MAROKO & GOLDBERG

By: _____

Date:

Exhibit "A"

RELEASE

██████████, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of sixty thousand, seven hundred and eighty-six dollars (\$60,786) received, in toto, from the New York State Assembly and Member of Assembly Vito Lopez collectively, and in consideration of the other promises and covenants set forth in the attached Agreement releases and discharges the State of New York and Member of Assembly Vito Lopez from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands under Title VII of the Civil Rights Act of 1964, the New York State Executive Law, or the New York City Human Rights Act including but not limited to claims for gender, sex, race, age, religious and any other protected characteristics, sexual harassment, retaliation as well as any other actions, causes of action, suits, agreements, promises, damages, judgment, complaints, and demands of any sort under any other statutes, contract or tort law in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or relating to the employment of ██████████ by the Assembly of the State of New York and/or Member of Assembly Vito Lopez.

Deleted: residing at

IN WITNESS WHEREOF, [REDACTED] has hereunto set her hand on this ___ day of ___, 2012.

[REDACTED]

STATE OF NEW YORK
COUNTY OF _____

On the ___ day of _____, 2012, before me personally came [REDACTED] to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

[REDACTED]

Exhibit "B"

RELEASE

[REDACTED] on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of twenty thousand, two hundred and sixty-two dollars (\$20,262) received, in toto, from the New York State Assembly and Member of Assembly Vito Lopez collectively, and in consideration of the other promises and covenants set forth in the attached Agreement releases and discharges the State of New York and Member of Assembly Vito Lopez from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands under Title VII of the Civil Rights Act of 1964, the New York State Executive Law, or the New York City Human Rights Act including but not limited to claims for gender, sex, race, age, religious and any other protected characteristics, sexual harassment, retaliation as well as any other actions, causes of action, suits, agreements,

Deleted: residing at

Deleted: fifteen thousand, four hundred and sixty-two dollars (\$15,462)

promises, damages, judgment, complaints, and demands of any sort under any other statutes, contract or tort law in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or relating to the employment of [REDACTED] by the New York State Assembly and/or Member of Assembly Vito Lopez.

IN WITNESS WHEREOF, [REDACTED] has hereunto set her hand on this ___ day of ___, 2012.

[REDACTED]

STATE OF NEW YORK
COUNTY OF _____

On the ___ day of _____, 2012, before me personally came [REDACTED] to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

[REDACTED]

Exhibit "___"

RELEASE

Vito Lopez, on behalf of himself, his heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of one dollar (\$1.00) and of the other promises and covenants set forth in the attached Agreement releases and discharges each [REDACTED] and [REDACTED] each individually and separately from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands under Title VII of the Civil Rights Act of 1964, the New York State Executive Law, or the New York City Human Rights Act including but not limited to claims for any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, and demands of any sort under any other statutes, contract or tort law in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or relating to the employment of [REDACTED] and/or [REDACTED] by the State of

New York, the Assembly of the State of New York and/or Member of Assembly Vito Lopez and/or any and all allegations, claims, or statements made by each [REDACTED] or [REDACTED]

IN WITNESS WHEREOF, Vito Lopez has hereunto set her hand on this [REDACTED] day of [REDACTED], 2012.

VITO LOPEZ

STATE OF NEW YORK
COUNTY OF _____

On the [REDACTED] day of [REDACTED], 2012, before me personally came Vito Lopez, to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

VITO LOPEZ

Exhibit " [REDACTED] "

RELEASE

[REDACTED], on behalf of the New York State Assembly, in consideration of receipt of one dollar (\$1.00) and of the other promises and covenants set forth in the attached Agreement, releases and discharges each [REDACTED] and [REDACTED] individually and separately from any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, claims and demands under Title VII of the Civil Rights Act of 1964, the New York State Executive Law, or the New York City Human Rights Act including but not limited to claims for any and all actions, causes of action, suits, agreements, promises, damages, judgment, complaints, and demands of any sort under any other statutes, contract or tort law in law or equity, whether arising under the laws of the State of New York or any other jurisdiction, arising out of or relating to the employment of [REDACTED] and/or [REDACTED] by the State of New York, the Assembly of the State of New

York and/or Member of Assembly Vito Lopez and/or any and all allegations, claims, or statements made by each [REDACTED] or [REDACTED]

IN WITNESS WHEREOF, _____ has hereunto set her hand on this ____ day of ____ 2012.

[INSERT NAME]

STATE OF NEW YORK
COUNTY OF _____

On the ____ day of _____, 2012, before me personally came [INSERT NAME], to me known, and known to me to be the individual described in, and who executed the foregoing Release, and duly acknowledged to me that she executed the same.

INSERT NAME

EXHIBITS "C" and "D" positive recommendation letters to be drafted.

EXHIBIT "E" :

Ms. Suzanne Gold
Director of Human Resources
New York State Assembly
Concourse, Room 104
Albany, New York 12248

Dear Ms. Gold:

CHW000097

Effective close of business on June , 2012, I hereby voluntarily resign my position
with the New York State Assembly.

Deleted: May 31

Very truly yours,

CHW000098

Subject: Voicemail from (518) 455-4100 - NEW YORK STATE received Tue Jun 5 2012 8:36 PDT

Date: Tuesday, June 5, 2012 11:44:33 AM ET

From: M5 Voicemail Service <return@vmailscribe.m5net.com>

To: Mariann Wang <mwang@chwllp.com>

M5Scribe has transcribed your voicemail message. On Tuesday, June 05, 2012 at 11:38 AM, a caller from (518) 455-4100 said:

Hi, Marian. I know that you're busy and depositions today. I will send ... an e-mail to you and to Ms. Erlick, explaining the circumstance. At this point of time, I think it would be best for there to be direct communications between Mr. Leftcourt on behalf of his client. Mr. Lopez and you concerning the confidentiality, a potential breach of confidentiality, and enforcing of mechanism ... If you'll very, very strongly about that provision. I think probably. I hope on some of the other revisions that we could work on some of compromise. This one, I'm not gonna be able to carry the ball and Jerry's gonna have to convey and I believe it would be best for you to hear the depths of their concerns on behalf of their client and that circumstance. Our client is well concerned about the confidentiality issue ... and we're hopeful that we'd be able to resolve that. So, I'll ship an e-mail off to you and to Ms. Erlick with a phone number for Jerry and hopefully, you would be able to make contact with him sometime as soon as possible and hopefully, resolve that portion of the agreement. I'll send you the rest of our stuff as quickly as possible in relation to other counter proposals to counter proposals. Thanks very much.

- If you would like this message transcribed again, reply to this email with the word REDO as the first word in the body of the message. Thank you for choosing M5 Networks. --

You have a new voicemail message.

New Voicemail Message	
From:	NEW YORK STATE (518) 455-4100
To:	Mariann Wang (212) 620-2603
Time:	Tue Jun 5 2012 8:36 PDT
Duration:	01:24

Visit <http://user.m5net.com> to access your personal voice services.

M5-ID:13389106890.5913915758292240.857104802128987.1
Month to date usage: 16 messages / 00:14:42 hh:mm:ss