

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] (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, including without limitation Employees' unproven 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:

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 twenty 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 twenty 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.

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

William F. Collins
NEW YORK STATE ASSEMBLY

Date:

By: WILLIAM F. COLLINS
(Print Name)

TITLE: Counsel to the Majority

Date: June 6, 2012

Date: 6/6/12

CUTI HECKER WANG LLP

MEMBER OF ASSEMBLY VITO LOPEZ

By: _____
(Print Name)

Date:

Date:

ALLRED MAROKO & GOLDBERG

By: _____

Date:

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 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 "C" and "D". 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 6, 7, 8 and 9 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 parties agree that the payment to be made to the law firm of Cuti Hecker Wang LLP under paragraph 1 of this Agreement is made in settlement of the Employees' claims for compensatory damages and emotional distress, and pain and suffering claimed by the Employees plus attorneys fees, and that such payments do not constitute back pay, front pay, or salary and, accordingly, shall not be subject to any payroll taxes or deductions, income withholding taxes, social security taxes, or other taxes which customarily are deducted from and/or paid with respect to wages. In accordance with federal law, the payment to be made under paragraph 1 of this Agreement shall be reported to the law firm of Cuti Hecker Wang LLP on Internal Revenue Service Form 1099. Employees agree that any and all tax liabilities with respect to this payment shall be the sole responsibility of the Employees.

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 with sufficient timeliness so that the Employees have an opportunity to object. If, for any reason, it is ultimately determined by any federal, state or local authority that the payment provided for in paragraph 1, any portion thereof, or any provisions of paragraphs 5, 6, 7, or 8 of this Agreement should have been subject to the withholding of taxes, the Employees agree that they shall assume all responsibility for the payment of any taxes, interest and/or penalties assessed in connection therewith, and that they shall indemnify and hold harmless the Assembly and the State of New York ("the State") from any liability with respect to any withholding obligation or payment of tax, interest, or penalties required to be paid by the Assembly and/or the State. Should the Assembly and/or the State receive any assessment or claim of assessment, the Assembly and/or the State, as applicable, will notify the Employees in writing within thirty (30) days of their respective receipt of any such assessment or claim of assessment, and the Employees agree that any payments for which they have assumed responsibility hereunder shall be paid in full within ninety (90) days

after their receipt of a demand for payment, subject to any legitimate, good faith objections Employees may lodge with the relevant authority.

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 6, 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.
12. Both [REDACTED] and [REDACTED] will resign from New York State Assembly employment effective close of business June 6, 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 6, 2012.
13. Each Employee agrees not to apply for any position with Member Vito Lopez or his office. Employees may apply to future positions with the New York State Assembly, but agree that if any such application or other effort at re-employment is rejected by any office of the Assembly or any Member of the Assembly, absent empirical, objective, demonstrable proof of actual discrimination or retaliation related to the Employees previous Assembly employment and/or the circumstances surrounding this Agreement, neither Employee will assert any such claim in any administrative or judicial forum.
14. 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 "F") 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] voluntary resignation, last job title, duration of Assembly employment, and annual salary. The designated person whom [REDACTED] should list

for such confirmation is Assembly Director of Human Resources Suzanne Gold.

15. 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 "G") 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] voluntary resignation, last job title, duration of Assembly employment, and annual salary. The designated person whom [REDACTED] should list for such confirmation is Assembly Director of Human Resources Suzanne Gold.
16. 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. The New York State Assembly shall provide confirmation in writing to Cuti Hecker Wang LLP when the training has been done.
17. 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, or medical professionals, 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.
18. 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.

19. 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.
20. 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 but in no event shall either be understood to be required to provide any information that is not truthful and consistent with this Agreement.
21. Each of the Employees and Member of Assembly Vito Lopez agrees that each shall be entitled to liquidated damages of \$20,000 or actual and punitive damages, whichever is greater, as determined in an arbitration proceeding before Margaret Shaw, or if she is unavailable, another mutually agreed upon JAMS neutral, from the opposing party for each breach of paragraphs 17, 18 or 19 of this Agreement, and any such breach of paragraphs 17, 18 or 19 shall be considered a material breach. The Employees and Member of Assembly Vito Lopez in agreeing to adjudicate any such claims in arbitration hereby expressly waive any right to commence any action in any other judicial or administrative forum and expressly waive the right to a jury trial concerning such matters. They further agree that an award may be made under this provision only if the moving party establishes by clear and convincing evidence that a breach of one of the relevant provisions has occurred and there is at least some minimal showing of actual injury to the party's reputation. Even if the minimal showing of injury does not raise to the level of damage in any particular dollar amount, the relevant parties expressly agree by this provision that at least a \$20,000 award shall be made. A minimal showing may be made or presumed by the factfinder based on the particular circumstances of the breach.

22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. The parties shall take such other and further steps as are necessary to implement the terms of this Agreement including, but not limited to, submitting this Agreement to the Office of the State Comptroller for pre-audit, pursuant to the power conferred on the Comptroller by the State Constitution, of the payment required by paragraph 1.

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

William F. Collins
NEW YORK STATE ASSEMBLY

Date:

By: WILLIAM F. COLLINS
(Print Name)

TITLE: Counsel to the Majority

Date: June 6, 2012

Date:

CUTI HECKER WANG LLP

MEMBER OF ASSEMBLY VITO LOPEZ

By: _____
(Print Name)

Date:

Date:

ALLRED MAROKO & GOLDBERG

By: _____

Date:

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

Date:

William F. Collins
NEW YORK STATE ASSEMBLY

By: WILLIAM F. COLLINS
(Print Name)

TITLE: Counsel to the Majority

Date:

Date: June 6, 2012

CUTI HECKER WANG LLP

By: _____
(Print Name)

Vito Lopez
MEMBER OF ASSEMBLY VITO LOPEZ

Date: 6/6/12

Date:

ALLRED MAROKO & GOLDBERG

By: _____

Date:

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



William F. Collins
NEW YORK STATE ASSEMBLY

Date: 6/6/2012

By: WILLIAM F. COLLINS
(Print Name)

TITLE: Counsel to the Majority



Date: June 6, 2012

Date:

CUTI HECKER WANG LLP

MEMBER OF ASSEMBLY VITO LOPEZ

By: _____
(Print Name)

Date:

Date:

ALLRED MAROKO & GOLDBERG

By: _____

Date:

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



William F. Collins
NEW YORK STATE ASSEMBLY

Date: 6/6/2012

By: WILLIAM F. COLLINS
(Print Name)

TITLE: Counsel to the Majority



Date: June 6, 2012

Date:

Marian Wang
CUTI HECKER WANG LLP

MEMBER OF ASSEMBLY VITO LOPEZ

By: Marian Wang
(Print Name)

Date:

Date: 6/8/12

Michael Maroko
ALLRED MAROKO & GOLDBERG

By: Michael Maroko

Date: 6/8/12

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

[Redacted]

William F. Collins
NEW YORK STATE ASSEMBLY

Date:

By: WILLIAM F. COLLINS
(Print Name)

[Redacted]

TITLE: Counsel to the Majority

Date: June 6, 2012

Date: 6/6/12

Mariann Wang
CUTI HECKER WANG LLP

MEMBER OF ASSEMBLY VITO LOPEZ

By: Mariann Wang
(Print Name)

Date:

Date: 6/8/12

Michael Maroko
ALLRED MAROKO & GOLDBERG

By: Michael Maroko

Date: 6/8/12

Exhibit "A"

RELEASE

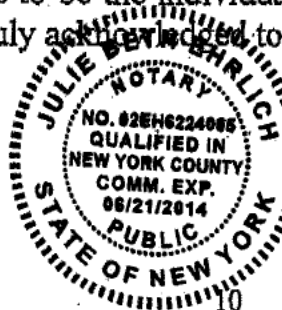
██████████ on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of the lump sum of sixty thousand, seven hundred and eighty-six dollars (\$60,786) received, in toto, from the New York State Assembly and Member of Assembly Vito Lopez collectively, 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.

IN WITNESS WHEREOF, ██████████ has hereunto set her hand on this 6 day of June, 2012.

██████████

STATE OF NEW YORK
COUNTY OF New York

On the 6th day of June, 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.



[Handwritten Signature]

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, 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. [REDACTED]

IN WITNESS WHEREOF, [REDACTED] has hereunto set her hand on this 6 day of June, 2012.

[REDACTED]

STATE OF NEW YORK
COUNTY OF New York

On the 6th day of June, 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.



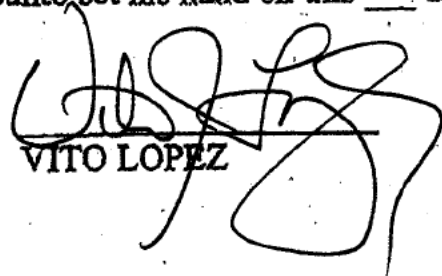
Julie

Exhibit "C"

RELEASE

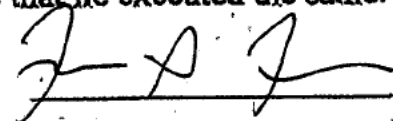
Vito Lopez, on behalf of himself, his heirs, estate, executors, administrators, successors and assigns, in consideration of receipt of one dollar (\$1.00) and of the other promises and covenants set forth in the attached Agreement releases and discharges each [redacted] and [redacted] each individually 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 his hand on this 6th day of June 2012.


VITO LOPEZ

STATE OF NEW YORK
COUNTY OF New York

On the 6th day of June, 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 he executed the same.



FAITH A. FRIEDMAN
NOTARY PUBLIC - NEW YORK STATE
02FR000008
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES 4/29/2015

William Collins

From: Reich@lefcourtlaw.com
Sent: Thursday, June 07, 2012 12:01 PM
To: William Collins
Subject: Re: CONFIDENTIAL

You are authorized. I witnessed the signature yesterday, as did the atty who notarized it, the date signed was 6-6-12

Sent from my BlackBerry® wireless handheld

From: "William Collins" <collinsw@assembly.state.ny.us>
Date: Thu, 7 Jun 2012 11:33:44 -0400 (EDT)
To: 'Sheryl E. Reich' <reich@lefcourtlaw.com>
Subject: RE: CONFIDENTIAL

Sheryl, It seems that Vito's signature is not dated. Since we are on a 20-business-day clock commencing upon execution, the date seems important. Could you please take care of getting the correct date on the signature page or an authorization for me to insert it? Thanks, Bill

From: Sheryl E. Reich [mailto:reich@lefcourtlaw.com]
Sent: Wednesday, June 06, 2012 5:37 PM
To: William Collins
Cc: Gerald Lefcourt; yatesj@assembly.state.ny.us; kearnsc@assembly.state.ny.us
Subject: CONFIDENTIAL

Attached is the agreement signed by Mr. Lopez. The original is being sent via Fed Exp. and you should have it tomorrow.
Thanks again for getting this done.

From: Stefanie Gobin
Sent: Wednesday, June 06, 2012 5:31 PM
To: Sheryl E. Reich
Subject: RE: Lopez

From: Sheryl E. Reich
Sent: Wednesday, June 06, 2012 3:47 PM
To: Stefanie Gobin
Subject: RE: Lopez

Okay, use this one.

From: Stefanie Gobin
Sent: Wednesday, June 06, 2012 3:44 PM
To: Sheryl E. Reich
Subject: Lopez

Attached is a fax just received from Bill Collins.

Exhibit "D"

RELEASE

William F. Collins, 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, William F. Collins has hereunto set his hand on this 6th day of JUNE, 2012.

William F. Collins
WILLIAM F. COLLINS

STATE OF NEW YORK
COUNTY OF ALBANY

On the 6th day of June, 2012, before me personally came WILLIAM F. COLLINS, 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 he executed the same.

Linda A. Van Amerongen

LINDA A. VAN AMERONGEN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01VA6023563
Qualified in Albany County
My Commission Expires April 26th, 2015

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 June 6, 2012, I hereby voluntarily resign my position with the New York State Assembly.

Very truly yours,

~~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 June 6, 2012, I hereby voluntarily resign my position with the New York State Assembly.

Very truly yours,

A large black rectangular redaction box covers the signature and name of the sender. Below it, a smaller black rectangular redaction box covers the title or contact information.

 ~~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 June 6, 2012, I hereby voluntarily resign my position with the New York State Assembly.

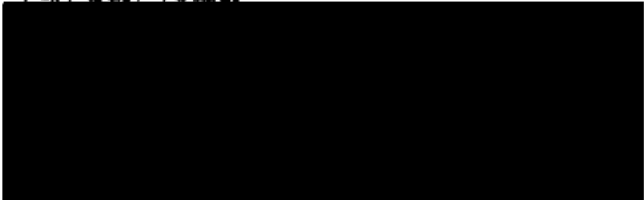
Very truly yours,


EXHIBIT "F"



VITO J. LOPEZ
53rd Assembly District
Kings County

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

CHAIRMAN
Housing

COMMITTEES
Rules
Commerce, Industry & Economic Development
Social Services

June 6, 2012

To Whom It May Concern:

██████████ worked in the District office of Member of Assembly Vito Lopez for whom I am chief staff from March 3, 2011 to March 4, 2012. In the performance of her duties as Legislative Assistant from March until September 2011, ██████████ responsibilities included working with loft tenants and Mitchell-Lama housing groups, organizing community events, and supervising legal interns and summer youth employees. In September 2011, ██████████ was promoted to the district office Chief of Staff. Her responsibilities included general supervision of staff, delegation of special projects and overseeing their completion, maintaining the member's schedule and responding to press inquiries and correspondence. ██████████ routinely performed such assignments efficiently, effectively and with minimal need for oversight and supervision.

Jonathan Harkavy



VITO J. LOPEZ
53rd Assembly District
Kings County

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

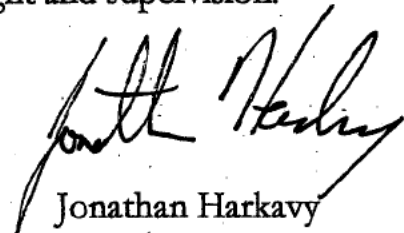
CHAIRMAN
Housing

COMMITTEES
Rules
Commerce, Industry & Economic Development
Social Services

June 6, 2012

To Whom It May Concern:

██████████ worked in the District office of Member of Assembly Vito Lopez for whom I am chief staff from March 3, 2011 to March 4, 2012. In the performance of her duties as Legislative Assistant from March until September 2011, ██████████ responsibilities included working with loft tenants and Mitchell-Lama housing groups, organizing community events, and supervising legal interns and summer youth employees. In September 2011, ██████████ was promoted to the district office Chief of Staff. Her responsibilities included general supervision of staff, delegation of special projects and overseeing their completion, maintaining the member's schedule and responding to press inquiries and correspondence. ██████████ routinely performed such assignments efficiently, effectively and with minimal need for oversight and supervision.


Jonathan Harkavy



Agency 4, 5th Floor
(518) 455-4386
FAX (518) 455-6573

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

PROGRAM DEVELOPMENT GROUP

John J. Hudder
Director

June 6, 2012

RE: Letter of Reference, [REDACTED]

To Whom It May Concern:

[REDACTED] has worked in the Assembly's Program Development Group of which I am Director since March 5, 2012 until today, June 6, 2012. In the performance of her duties, [REDACTED] was assigned tasks and responsibilities including researching federal policies and their potential impacts on New York State. She then disseminated this information by posting on an internal blog. [REDACTED] routinely performed such assignments efficiently, effectively and with minimal need for oversight and supervision.

Sincerely,

John J. Hudder
Director



Agency 4, 5th Floor
(518) 455-4386
FAX (518) 455-5573

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

PROGRAM DEVELOPMENT GROUP

John J. Hudder
Director

June 6, 2012

RE: Letter of Reference, [REDACTED]

To Whom It May Concern:

[REDACTED] has worked in the Assembly's Program Development Group of which I am Director since March 5, 2012 until today, June 6, 2012. In the performance of her duties, [REDACTED] was assigned tasks and responsibilities including researching federal policies and their potential impacts on New York State. She then disseminated this information by posting on an internal blog. [REDACTED] routinely performed such assignments efficiently, effectively and with minimal need for oversight and supervision.

Sincerely,

John J. Hudder
Director



VITO J. LOPEZ
53rd Assembly District
Kings County

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

CHAIRMAN
Housing

COMMITTEES
Rules
Commerce, Industry & Economic Development
Social Services

6/6/2012

To Whom It May Concern:

██████████ worked in the District office of Member of Assembly Vito Lopez, for whom I am chief of staff, from October 20, 2011 until February 12, 2012. In the performance of her duties as Legislative Counsel from October 20, 2011 to December 19, 2011, ██████████ duties and responsibilities included the drafting of legislation as well as examining housing policy, and assisting constituents in the Bushwick community and education outreach. From December 19, 2011 until February 12, 2012, ██████████ served as Deputy Chief of Staff, and in that capacity took on the additional duties of supervising staff, and representing the Member at community functions and press events. ██████████ routinely performed such assignments efficiently, effectively and with minimal need for oversight/supervision.

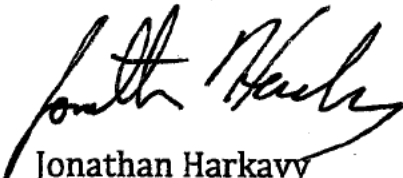

Jonathan Harkavy

EXHIBIT "G"



JAMES YATES
Counsel to the Speaker

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

Room 347 Capitol
Albany, New York 12248
518-455-3781
250 Broadway, 23rd Floor
New York, New York 10007
212-312-1410
E-mail:
yatesj@assembly.state.ny.us

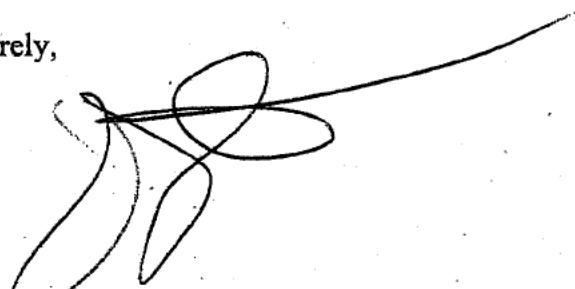
June 6, 2012

Re: Letter of Reference, [REDACTED]

To Whom It May Concern:

I am Counsel to the Speaker of the New York State Assembly. [REDACTED] conducted legal research and wrote memos for me during the period from February 13, 2012 to June 6, 2012. In the performance of her duties, she has tracked the Affordable Care Act, studied various Domestic Violence proposals and written on the effectiveness of certain aspects of preventive detention. Her work was thorough, professional and well-studied. [REDACTED] routinely performed such assignments efficiently, effectively and with minimal need for oversight and supervision.

Sincerely,



James Yates, Counsel to the Speaker
New York State Assembly

Arlene Smoler

From: Arlene Smoler
Sent: Wednesday, May 30, 2012 2:31 PM
To: 'William Collins'; NGroenwegen@osc.state.ny.us
Cc: 'Carolyn Keams'; 'James Yates'
Subject: RE: SECOND draft settlement agreement- other suggested provisions
Attachments: Lopez.doc

In addition to modifying the agreement so that the Assemblyman is not described or identified as an "employer," I'm attaching a sample pre-litigation settlement agreement (with names and agency deleted) which contains most of the provisions that I would include if I had negotiated a pre-litigation settlement agreement. This doesn't include any provisions regarding money but this addresses other concerns that I prefer to cover. Please feel free to call me if you have any questions about why I would typically use these types of provisions.

Arlene

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

From: William Collins [mailto: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

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

8/29/2012

SMOLER0090

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 recieved 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 thes two folks on until the end of the payroll period - 6/6/12 - as we negotlate the terms), we'd appreciate your identification of anything you see as particularly problematic.

Bill

8/29/2012

SMOLER0091

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This is an agreement by and between _____ and
_____ ("_____").

WHEREAS, the parties wish to resolve the differences they have, and have had all of the terms and conditions of this Agreement clearly explained, and now freely consent to enter into this Agreement, such consent not having been induced by fraud, duress or any other undue influence; and

NOW, THEREFORE in consideration of the mutual undertakings and promises contained in this Agreement, and solely by way of compromise and in full settlement of any dispute they have or may have, the parties hereby stipulate and agree as follows:

1. **Resignation-** _____ resigns from her position with _____ effective close of business on Wednesday, June __, 2012, and the official date of her separation from New York State service shall be on the same date, Wednesday, June __, 2012. A copy of _____ irrevocable letter of resignation from _____ dated May __, 2012 is annexed as Exhibit A.

2. **Return and Deletion of Documents by _____** - To the extent she has retained any within her possession, custody or control, _____ agrees to (a) return to _____ "hard copies" of all documents that concern, refer, and/or relate to her employment by _____, including all such documents she may have provided to any third parties, including counsel, and (b) permanently delete all copies of any such documents she has retained in electronic form in any computer, including her personal computer(s), as well as arrange for the deletion of all copies of any such documents she may have provided in electronic form to

any third parties, included counsel.

3. **Accruals**- After this Agreement has been fully executed by both parties, within two business days of the effective date of _____ resignation, _____ shall send notification to the Office of the Comptroller of the State of New York ("OSC") that _____ has resigned from _____. To the extent that _____ has accrued any unused annual leave time, payable upon separation, the OSC will be notified of this fact at the time it is notified of _____'s resignation.

4. **Release of Withheld Salary**- Effective upon this Agreement being fully executed by both parties, in accordance with the regulations of the OSC, two full pay periods after _____ has been separated from New York State service, _____ shall notify the OSC that the five days of salary withheld from _____ when she commenced working for _____ should be released to her.

5. **Future Employment by _____** - _____ agrees that she will not seek, apply for or accept employment or contracted work at _____ at any time in the future, and hereby waives any claims that may accrue to her from rejection of any application for employment or contracted work at the _____. _____ acknowledges that the _____ has no obligation, contractual or otherwise, to hire, employ or contract her in the future. Should _____, in violation of this provision, seek, apply for, or accept employment or contracted work at the _____ and initiate any form of legal claim or action based thereupon against _____, the parties agree that said claim or action will be subject to dismissal with prejudice pursuant to this paragraph.

6. **Letter Confirming Dates of OAG Employment:** _____ shall provide _____ with a letter on _____ letterhead signed by the Director of Human

Resources addressed "To Whom It May Concern" which specifies only _____'s title, salary, and dates of employment.

7. **Requests for Employment References-** _____ agrees that all prospective employers seeking a job reference for her shall be directed by her to the _____'s Director of Human Resources Management Bureau (currently _____), who will be the only individual authorized by _____ to provide information to prospective employers regarding _____'s employment by _____. Upon being contacted by any prospective employers of _____, the _____'s Director of Human Resources shall provide no information regarding _____'s employment at the _____ other than to state that she resigned voluntarily and to identify her title, salary, and dates of employment. Neither the _____ nor any of it's current or former agents or employees shall be liable for any breach of this provision if any current or former employees of the _____ other than it's Director of Human Resources are asked for, and provide, any information or opinions about _____ and/or her job performance at the _____ to a prospective employer of _____.

8. **No Other Action Commenced.** _____ represents that she has not commenced, maintained, prosecuted or participated in any action, charge, complaint or proceeding of any kind, including any administrative proceeding, against the State of New York or _____, including, but not limited to, all its subdivisions and components, and any individual or official employed by or affiliated with _____ in their individual and official capacities, that currently is pending in any court, or before any administrative or investigative body or agency, and acknowledges that this representation constitutes a material inducement for the _____ to enter into this Settlement Agreement and General

Release.

9. **General Release**- For and in consideration of good and valuable consideration, the sufficiency of which is hereby acknowledged, and except for the rights and obligations set forth in this Agreement, _____ voluntarily, and after having the opportunity to consult with an attorney of her own choosing, on behalf of herself, her heirs, executors, administrators, successors and assigns (collectively "the Releasing Parties"), hereby releases and forever discharges the _____ and all of its present and former principals, employees, agents, attorneys, insurers, subdivisions, heirs, administrators and assigns (collectively "the Released Parties"), from all manner of actions, injuries, proceedings, causes of action, grievances, suits, debts, obligations, dues, sums of money, accounts, contracts, controversies, agreements, promises, damages, judgments, claims, and demands whatsoever, direct or indirect, known or unknown, discovered or undiscovered, that the Releasing Parties ever had, now have, or shall or may have in the future against some, any or all of the Released Parties, for or by reason of any act, transaction, occurrence, omission, cause, matter or thing whatsoever up to and including the date of this Agreement, including but not limited to any and all claims arising under 42 U.S.C. § 1983; Titles I and II the Americans With Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101 et seq.; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq.; the Age Discrimination in Employment Act of 1967 ("ADEA"), 29 U.S.C. §§ 621 et seq.; N.Y. Executive Law ("the New York State Human Rights Law") §§292 et seq.; the New York City Human Rights Law, N.Y.C. Admin. Code § 8-101 et seq.; N.Y. Civil Service Law §75-b; the United States Constitution; and the New York State Constitution.

10. **Successors and Assigns**- The terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each party hereto.

11. **Authority**- Each signatory to this Agreement hereby represents and warrants that he, she or it has the requisite authority to enter into this Agreement and has not previously assigned or transferred any rights or interests with respect to the matters covered by this Agreement.

12. **Voluntary Agreement**- Each of the parties hereto executes and delivers this Agreement voluntarily after being fully informed of its terms, contents and effect, and acknowledges that he, she or it understands its terms, contents and effect. Each of the parties hereto acknowledges that he, she or it is aware, and is advised, of his, her or its right to seek the, advice of an attorney and that he, she or it has been represented by counsel of his, her or its own choosing before agreeing to any settlement or release, and no promise or representation of any kind, other than as set forth or referred to herein, has been made to any party hereto or anyone acting on behalf of such party.

13. **Entire Agreement**- This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes and embodies, merges and integrates all prior and current agreements and understandings of the parties hereto with respect to the subject matter of this Agreement, and may not be clarified, modified, changed or amended except in a writing duly executed by the parties hereto or an authorized representative of the parties hereto.

14. **Governing Law**- The terms of this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts

to be performed wholly within the State of New York, except to the extent that federal law applies to [REDACTED] release and waiver of federal claims pursuant to paragraph 4 of this Agreement.

15. **Severability**- If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable in whole or in part, such decision shall not invalidate the remaining portion or affect its validity.

16. **Implementation**- The parties shall take such other and further steps as are necessary to implement the terms of this Agreement.

Dated: _____

Dated: _____

By: _____

Director of Human Resources

Andrea Kwiatkowski

From: William Collins <collinsw@assembly.state.ny.us>
Sent: Thursday, August 30, 2012 2:39 PM
To: 'Jonathan Rosen'; 'Michael Whyland'; 'James Yates'
Subject: RE: notes on assembly-AG communications

I don't want to get into a pissing match with Arlene Smoller - she helped us - but, there are certainly things left out. I didn't tell her all the facts but, gave her enough information about the type of conduct alleged so that she could offer advice, informally that a settlement "in the low six-figures" seemed rational to her based upon her experience. I thought she was helping us out and I did not know she was not reading drafts; in fact, when I forgot to attach the drafts I said I had attached (twice), she e-mailed me back saying she hadn't gotten them so I re-sent the e-mails with the drafts attached. When I sent her the second and third drafts the amounts and payment were in there. If, as she says, she "looked at the last draft", I'm not sure how she can say she "didn't know anything about any money"? I was told by OSC Counsel that the Comptroller's Office had consulted with the AG's office on settlements that the AG has NOT negotiated (the occasional state agency settlement on non-litigation matters) to see if the amount involved seemed reasonable. Counsel to the Comptroller gave me a specific example of such consultation (which I've forgotten). I had consulted with Arlene about the kinds of allegations and the opposing counsel and she indicated that the ballpark we were discussing seemed like a reasonable settlement range so I was comfortable that she would say that to OSC, if asked. It is true that Arlene sent me their boilerplate language that it was different from the language that we used, and that she never was asked to and never did approve our language.

From: Jonathan Rosen [mailto:Jonathan@berlinrosen.com]
Sent: Thursday, August 30, 2012 2:18 PM
To: Michael Whyland; 'James Yates'; 'William Collins'
Subject: RE: notes on assembly-AG communications

If this is factually untrue in any way – we should point out where it is factually untrue.

From: Michael Whyland [mailto:whylandm@assembly.state.ny.us]
Sent: Thursday, August 30, 2012 2:14 PM
To: 'James Yates'; Jonathan Rosen; 'William Collins'
Subject: FW: notes on assembly-AG communications

This is a pretty thorough accounting of what the AG's office claims is their involvement. Sort of gives credence to the claim I have heard from a number of reporters that they are beating us up pretty bad behind the scenes. How should we proceed?

From: Erik Kriss [REDACTED]
Sent: Thursday, August 30, 2012 1:43 PM
To: whylandm@assembly.state.ny.us
Subject: Fwd: notes on assembly-AG communications

As noted in my previous email to you, the following are my understanding of the interactions between the Assembly and the Attorney General's Office in regards to the Lopez settlement. I'm sending this because if there is anything inaccurate from your standpoint I want to give you the chance to provide your view/side of what happened. Also, if you can provide the emails in question, that would help; I've FOIL'ed them from the AG's office but have not yet received them:

The AG's lawyer got a call from Bill Collins at the Assembly in early May saying I've got an employment situation and was told you're the employment law expert - can I ask you questions as they arise?

She (the AG's lawyer) said yes, but I don't want specifics (because she did not want to make herself a witness in any way and put the AG's office in a position where it would have to go to outside counsel in the event of litigation because of a conflict).

There was a second conversation (between Collins and the AG lawyer) involving some discussion about taking this dispute to mediation.

She said in general when we are lawyers for the state we always try to pursue mediation so we can avoid the cost of litigation.

Next time he called he asked questions specifically about a proposed mediator, she told him what she knew, which wasn't much.

After that she was asked if she knew anything about the lawyers representing the victims - she said did not - did a google or online search - and that's last time they spoke on the phone.

So the phone conversations involved

1 mediation

2 could he (Collins) call for informal advice

3 did she know anything about these lawyers.

He sent her an email on may 29 that had some kind of draft of a settlement she never looked at the draft

may 30 he sent two follow-up emails with two drafts.

she looked only at the last draft she was sent.

she saw that an assembly member and not the assembly was listed as the employer. she told them the assembly and not the member should be listed as the employer.

she sent him back a model template agreement which contains neither a confidentiality provision nor any monetary element - was just boilerplate language.

What is the grand sum total.

She never got a follow up call or email following 5/30. never got a proposed settlement or agreement, never saw what was executed.

The Assembly obviously didn't use what the AG's office sent them this kind of courtesy is extended all the time.

at one point they asked her whether she thought the assembly had liability. she said i can't make an assessment unless i know what the conduct was. they gave her enough broad strokes about the conduct so she told them yes, assembly would have liability. she told them she thought it was incredibly important that the member in question pay himself (i.e. from his own pocket and not with state funds).

(in terms of why she didn't run this up the chain:) this is a non-political non-lawyer with expertise in employment law.

maybe it (the fact that the issue was an assembly member's misconduct) should have been (a red flag). we've talked to this person about the need to get this kind of information up the chain.

this is an administrative proceeding from another branch of government (i.e., ag's office was not required to nor did it officially review, vet, etc.).

AG's office didn't know anything about any money (to be paid out as part of the settlement).

AG's office has no role in saying yes to a money allocation or not - only the comptroller's office does. Never at any point did the AG's lawyer discuss with Assembly counsel the kinds of things that should be in any kind of settlement.

He sent drafts completely unsolicited asking her to take a look at it.

There was no discussion about potential settlement in any conversations.

Erik Kriss
Albany Bureau Chief

New York Post
(518) 465-9623
C (518) 439-1261



Fw: SECOND draft settlement agreement
Nancy Groenwegen to: John Dalton

05/30/2012 01:19 PM

Please let me know ASAP if you see any OSC payment problem with this agreement. Thanks.

Nancy G. Groenwegen
Counsel to the Comptroller
110 State Street
Albany, NY 12236-001
518-474-3444
ngroenwegen@osc.state.ny.us

— Forwarded by Nancy Groenwegen/LEGAL/NYSOSC on 05/30/2012 01:18 PM —

From: "William Collins" <collinsw@assembly.state.ny.us>
To: "Arlene Smoler" <Arlene.Smoler@ag.ny.gov>, <NGroenwegen@osc.state.ny.us>
Cc: "Carolyn Kearns" <kearnsc@assembly.state.ny.us>, "James Yates" <yatesj@assembly.state.ny.us>
Date: 05/30/2012 01:01 PM
Subject: RE: SECOND draft settlement agreement

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,

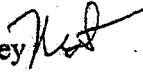
I have received recommended changes from Assemblyman Lopez' counsels and our outside employment law consultant and amended our draft accordingly. This has not been shared with complainants counsels. If you have time (we probably will end up keeping these two folks on until the end of the payroll period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

OFFICE OF THE STATE COMPTROLLER

INTER-OFFICE MEMORANDUM

To: File

Date: June 14, 2012

From: Mary Anne Tommaney 

Subject: SF 20120187

Bill Collins sent Nancy a draft of a settlement agreement resolving an employment dispute involving two Assembly staff members. JKD and I spoke with Bill Collins on 5/31/12, to get a better understanding of how the proposed settlement amounts had been arrived at.

Bill told us that the settlement payments represent (i) compensatory damages for emotional distress, and (ii) attorneys' fees. Specifically, he advised us that:

- The payments to the employees are not intended to replace lost salary; to result in a quick resolution so as to avoid adverse publicity; or to address any purpose other than compensating the individuals for the emotional distress they have suffered.
- Of the two employees receiving payments, the one getting the greater amount was the lesser paid of the two.
 - This would be an indication that the settlement figures were not arrived at by taking into account the employees' salaries, and then extrapolating a settlement amount that would be in the nature of front pay. (Back pay does not come into play here at all, since neither employee will be taken off the payroll until the agreement is signed).
 - This would support Bill's assertion that the payments are compensatory damages, rather than lost wages.
- Of the two employees, the one getting the greater amount had allegedly been subjected to much more egregious harassment, and over a longer period of time (the employee getting paid more was longer term than was the employee getting paid the lesser amount).

- This would further support Bill's assertion that the payments in fact represent damages for emotional distress, rather than lost wages.
- After having reviewed the proposed settlement with AAG Arlene Smoller, Bill understands that the State's potential exposure, had the matter been litigated, would have been considerably greater than the amounts under discussion. (In a later conversation we had with Arlene, she confirmed that this was the case).

Based on the considerations discussed above, we concluded that it was reasonable for the full amount of the settlement to be allocated to damages for emotional distress and attorneys' fees, and that no part of the monies to be paid would need to be characterized as wages.

We considered whether State Finance Law §8(12)ff would prohibit this payment because it is in excess of the dollar limitations of the statute. We note, however, that Section 8(12) notwithstanding any inconsistent provision of the Court of Claims Act. This is indication that the dollar limitations prescribed are intended to carve out small tort claims that would otherwise be subject to Court of Claims jurisdiction, and permit payment of such claims without the claimants having first proceeded to litigation. Arlene Smoller confirmed to us that the claims at issue here would not be subject to Court of Claims jurisdiction. Thus, arguably, SFL §8(12) would not be an impediment to payment.

We told Bill that it was important for the Settlement Agreement to articulate the nature and purpose of the payment, i.e. to clarify what Bill confirmed to us as being the parties' intention that the payment is to compensate the employees for emotional distress, rather than lost wages. We suggested language (see below) to be incorporated in the agreement.

This week, Bill provided Nancy with a signed copy of the agreement, which provides that payment of the entire amount payable by the Assembly is to be made by check to the law firm representing one of the employees. The agreement incorporates the language we requested. Consistent with our advice to Bill, the full amount of the payment will be reported on a Form 1099 to the payee law firm.

Substitute for paragraph 9

9. The parties agree that the payment to be made to the law firm of Cuti Hecker Wang LLP under paragraph 1 of this Agreement is made in settlement of the Employees' claims for compensatory damages and emotional distress, and pain and suffering claimed by the Employees, and that such payments do not constitute back pay, front pay, or salary and, accordingly, shall not be subject to any payroll taxes or deductions, income withholding taxes, social security taxes, or other taxes which customarily are deducted from and/or paid with respect to wages. In accordance with federal law, the payment to be made under paragraph 1 of this Agreement shall be reported to the law firm of Cuti Hecker Wang LLP on Internal Revenue Service Form 1099. The parties agree that any and all

tax liabilities with respect to this payment shall be the sole responsibility of the Employees and the Law Firms.

If, for any reason, it is determined by any federal, state or local authority that the payment provided for in paragraph 1, or any portion thereof, should have been subject to the withholding of taxes, the Employees and the Law Firms agree that they shall assume all responsibility for the payment of any taxes, interest and/or penalties assessed in connection therewith, and that they shall indemnify and hold harmless the Assembly and the State of New York ("the State") from any liability with respect to any withholding obligation or payment of tax, interest, or penalties required to be paid by the Assembly and/or the State. Should the Assembly and/or the State receive any assessment or claim of assessment, the Assembly and/or the State, as applicable, will notify the Employees and the Law Firms in writing within thirty (30) days of their respective receipt of any such assessment or claim of assessment, and the Employees and the Law Firms agree that any payments for which they have assumed responsibility hereunder shall be paid in full within ninety (90) days after their receipt of a demand for payment.

Substitute for paragraph 23

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, submitting this Agreement to the Office of the State Comptroller for pre-audit, pursuant to the power conferred on the Comptroller by the State Constitution, of the payment required by paragraph



Settlement Agreement
Mary Anne Tommaney to: collinsw

06/04/2012 10:19 AM

Bill,

Here's the proposed language for the Agreement.



Settlement Agreement.docx

Notice: This communication, including any attachments, is intended solely for the use of the individual or entity to which it is addressed. This communication may contain information that is protected from disclosure under State and/or Federal law. Please notify the sender immediately if you have received this communication in error and delete this email from your system. If you are not the intended recipient, you are requested not to disclose, copy, distribute or take any action in reliance on the contents of this information.

Substitute for paragraph 9

9. The parties agree that the payment to be made to the law firm of Cuti Hecker Wang LLP under paragraph 1 of this Agreement is made in settlement of the Employees' claims for compensatory damages and emotional distress, and pain and suffering claimed by the Employees, and that such payments do not constitute back pay, front pay, or salary and, accordingly, shall not be subject to any payroll taxes or deductions, income withholding taxes, social security taxes, or other taxes which customarily are deducted from and/or paid with respect to wages. In accordance with federal law, the payment to be made under paragraph 1 of this Agreement shall be reported to the law firm of Cuti Hecker Wang LLP on Internal Revenue Service Form 1099. The parties agree that any and all tax liabilities with respect to this payment shall be the sole responsibility of the Employees and the Law Firms.

If, for any reason, it is determined by any federal, state or local authority that the payment provided for in paragraph 1, or any portion thereof, should have been subject to the withholding of taxes, the Employees and the Law Firms agree that they shall assume all responsibility for the payment of any taxes, interest and/or penalties assessed in connection therewith, and that they shall indemnify and hold harmless the Assembly and the State of New York ("the State") from any liability with respect to any withholding obligation or payment of tax, interest, or penalties required to be paid by the Assembly and/or the State. Should the Assembly and/or the State receive any assessment or claim of assessment, the Assembly and/or the State, as applicable, will notify the Employees and the Law Firms in writing within thirty (30) days of their respective receipt of any such assessment or claim of assessment, and the Employees and the Law Firms agree that any payments for which they have assumed responsibility hereunder shall be paid in full within ninety (90) days after their receipt of a demand for payment.

Substitute for paragraph 23

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, submitting this Agreement to the Office of the State Comptroller for pre-audit, pursuant to the power conferred on the Comptroller by the State Constitution, of the payment required by paragraph 1.

Andrea Kwiatkowski

From: William Collins <collinsw@assembly.state.ny.us>
Sent: Friday, August 31, 2012 12:33 PM
To: yatesj@assembly.state.ny.us
Cc: 'Carolyn Kearns'
Subject: conversations with OSC Counsel's Office

[Nancy Groenwegen is my personal friend. I have known her for almost 30 years. I respect her so much as a person and attorney that I have recommended her for significant positions in NYS government. I do not want to get into a personal pissing match with her and do not believe she would ever lie about or misconstrue a conversation with me.]

Shortly after the notion of a potential mediated settlement with the state paying some money was considered, I took it upon myself to touch base with Nancy informally. I talked to her about a hypothetical situation in which the AG was not representing the Assembly or a Member (so, this was probably **after** my initial phone conversation(s) with Arlene because I knew they wouldn't be appearing). I discussed the notion of a settlement agreement and how OSC would adjudge whether the amount of any such settlement was a fiscally prudent expenditure of state monies. I broadly spoke about the kind of case and the potential legal forums into which the Assembly and a Member may be dragged. She said that in an earlier state agency matter - I think maybe SUNY - in which litigation had not been commenced and the AG did not represent the agency, the reasonableness of a settlement amount had been "run-by" the AGs office. I believe I used the term "honest broker" but, that was certainly the concept. The AGs litigation experts - we both agreed that Arlene Smoler was such a person - had been consulted and would likely be consulted. That was all we discussed.

I called her months later, as we were in mediated negotiations, and reminded her of our earlier conversation. She quickly recalled that we had had such a discussion. I do not recall whether it was in this conversation or in the earlier conversation in which I actually mentioned the potential order-of-magnitude of a settlement as being in the low-six-figures and that Arlene Smoler hadn't considered that unreasonable under the circumstances I had described to her. I told her I'd keep her posted. At this point, I was thinking maybe OSC would have to actually see the final agreement (they, ultimately, neither saw it nor asked for it).

Finally, on May 30, as we were getting closer to finishing our negotiations, I called Nancy and said I was e-mailing a draft (and subsequently, another draft) agreement. She said she was forwarding this stuff to John Dalton - known by me to be a very experienced OSC lawyer with whom I had dealt on issues over the course of 35 years. John got the draft and asked for time to look at it. Although I was getting antsy because I thought the parties were on the brink of concluding the deal, I had always said in mediation and in negotiations that final language and concepts would be subject to some OSC and AG review (I really didn't know how much review but, I wanted to give us room for changes that either of those offices might want). John and Maryann Tommaney (another lawyer at OSC and my law school classmate) got back to me with a lot of questions about what the state money represented. If it was an amount equal to frontpay or backpay, OSC might have to withhold taxes before they paid on the settlement. I assured them that these monies were for alleged pain and suffering. Ultimately, after more discussion than I wanted to have under what I conceived to be time pressure to close the deal while the parties were ready to close, they suggested some changes to the method of payment clauses which I adopted.

I never had any discussion with any OSC lawyer about the confidentiality clause. I believe Nancy directly forwarded my drafts to John Dalton to handle technical advice and she told me she didn't look at my drafts. I believe her.

William Collins

From: William Collins [collinsw@assembly.state.ny.us]
Sent: Saturday, August 25, 2012 3:56 PM
To: whylandm@assembly.state.ny.us
Subject: Re: an initial question

We provided sexual harassment and sex discrimination training to Vito's staff on Thursday. Vito received training as well. The training was provided by an experienced, qualified trainer. I am at a complete loss as to what the press wants, why they want it, what they intend to do with it or threaten us with. I have no particular advice to offer here.

From: Michael Whyland [mailto:whylandm@assembly.state.ny.us]
Sent: Saturday, August 25, 2012 03:35 PM
To: yatesj@assembly.state.ny.us <yatesj@assembly.state.ny.us>; collinsw@assembly.state.ny.us <collinsw@assembly.state.ny.us>
Subject: Fw: an initial question

How do you want me to handle?

From: Hakim, Danny [mailto:hakim@nytimes.com]
Sent: Saturday, August 25, 2012 03:28 PM
To: whylandm@assembly.state.ny.us <whylandm@assembly.state.ny.us>
Subject: an initial question

I'll have more coming, but my understanding is that there was a sex harassment training session at Vito's district office on Thursday. True? tnx

To: John Wellspeak, Director of Administration
William Oak, Director of Finance

From: Bill Collins

Subject: Payment pursuant to attached Settlement Agreement

Date: June 7, 2012

Two employees in the office of a Member of the Assembly have, by their retained outside counsel, alleged claims of sexual harassment and sex discrimination in asserted violation of certain state and federal employment laws. After extensive dialogue and correspondence between my office and the employees' retained counsel, we agreed to attempt to achieve a mediated resolution of this dispute. Complainants initially sought damages of \$1.2M. In the course of mediation before a highly experienced mediator, we were given to believe that it was most likely that this matter could be settled at an aggregate amount of between \$250,000 and \$450,000.

Obviously, going into mediation, we felt impelled to assess our potential litigation risks in either administrative or judicial forums. We consulted with knowledgeable employment lawyers within the Office of the Attorney General and in private practice in New York City (the location of the alleged employment issues). We were advised that, given the circumstances as we assessed them to be (pre-discovery), the range of settlement amounts identified above could be a viable risk of any potential adverse judgment amounts if we were unsuccessful in litigation.

During the pendency of our negotiations, both employees were reassigned and remained on the Assembly payroll with actual work responsibilities and different supervisors. This obviated any potential "backpay" liability in the event of an adverse outcome in litigation. In fact, the settlement amounts do not involve wage or salary "compensation" of any sort; i.e., they are neither "backpay" nor

“frontpay”. The settlement amounts, to be distributed and - to some extent – retained by one of the complainants law firms (Cuti Hecker Wang LLP) are exclusively in the nature of alleged damages for the employees’ alleged pain and suffering including emotional distress, and attorneys fees.

In the interest of complete confidentiality of the identity of the Assemblymember and the two former employees, all names (other than mine) have been redacted on the attached Settlement Agreement. Please note that I have personally engaged in discussions with the Counsel’s Office of the Office of the State Comptroller and received specific useful advice on particular language of the Settlement Agreement (e.g., paragraphs 10 and 27) from Associate Counsel John Dalton and Assistant Counsel Maryann Tommaney.

The provisions of the Settlement Agreement itself are somewhat complex but, the payment terms are quite straightforward; we are to issue a check in the amount of \$103,080 to the law firm of Cuti Hecker Wang LLP on or before July 18, 2012 simultaneously with the issuance of a check by the Member of the Assembly in the amount of \$32,000. Thereafter, the distributions specified in the Settlement Agreement and all necessary tax forms will be prepared by Cuti Hecker Wang LLP.

Please do not hesitate to contact me if you require any further information in the processing of this payment.

Enclosure

Business Unit: ASM01 Invoice Number: [Field]
 Voucher ID: 664055 Invoice Date: [Field]
 *Invoice Received Date: [Field] [Print Invoice](#)

PO Unit: [Field] Purchase Order: [Field] Worksheet Copy Option: None
 Vendor: [Field] *Pay Terms: Net 30 Basis Dt Type: Inv Date
 Name: [Field] [Comments\(0\)](#)
 Location: [Field] Accounting Date: [Field]
 *Address: [Field] Advanced Vendor Search *Currency: [Field] [Non Merchandise Summary](#)
 CUTI HECKER WANG LLP Total: 103,080.00 [Calculate](#) [Sales/Use Tax Summary](#)
 305 BROADWAY STE 607 Master Contract ID: [Field] [Session Defaults](#)
 NEW YORK NY 10007 Difference 0.00 [Withholding](#)
 DOB Approval Code: [Field] Packing Slip: [Field]
 Spending Indicator

Invoice Lines

Line	*Distribute by	Item	Description	Quantity	UOM	Unit Price	Extended Amount
1		[Field]	[Field]	[Field]	[Field]	[Field]	103,080.00
	Ship To	SpeedChart					
	ASM01	[Field]				Use One Asset ID	Calculate
		Sales/Use Tax					

Navigation/Links

Copy Down	Amount	Quantity	*GL Unit	Dept	Program	Fund	Account	Product	Bud Ref	PC Bus Unit	Project	Activity
	1 103,080.00		ASM01	4000200	81501	10050	55173		2012-13			

Business Unit: ASM01
 Voucher ID: 664055
[Print Invoice](#)

Invoice Lines
 Misc. Charge Amount: 103,080.00
 Freight Amount: [Field]
 Sales Tax Amount: [Field]

(minus): Total [Calculate](#)

requires: Difference Amount 0.00

[Non Merchandise Summary](#)
[Sales/Use Tax Summary](#)

Tax Exempt Flag
 Use Tax: 0.00

[Save](#) [Return to Search](#) [Notify](#) [Refresh](#)

Summary | **Related Documents** | Invoice Information | Payments | Voucher Attributes | Error Summary | D

Business Unit:	ASM01	Invoice Date:	06/07/2012
Voucher ID:	664055	Invoice No:	LEGAL SERVICES 06/07/2012
Voucher Style:	Regular	Invoice Total:	103.080.00 USD
Contract ID:			
Vendor Name:	CUTI HECKER WANG LLP 305 BROADWAY STE 607 NEW YORK, NY 10007	Pay Terms:	Net 30
		Voucher Source:	Online
Entry Status:	Postable	Origin:	BLK
Match Status:	No Match	Created:	06/11/2012
Approval Status:	Approved	Created By:	BULKLOAD
Post Status:	Posted	Modified:	06/12/2012
		Modified By:	pkosachiner
		ERS Type:	Not Applicable
Budget Status:	Valid	Close Status:	Open
Budget Misc Status:	Valid		

*View Related

Summary | **Related Documents** | Invoice Information | Payments | Voucher Attributes | Error Summary | **Voucher Approval**

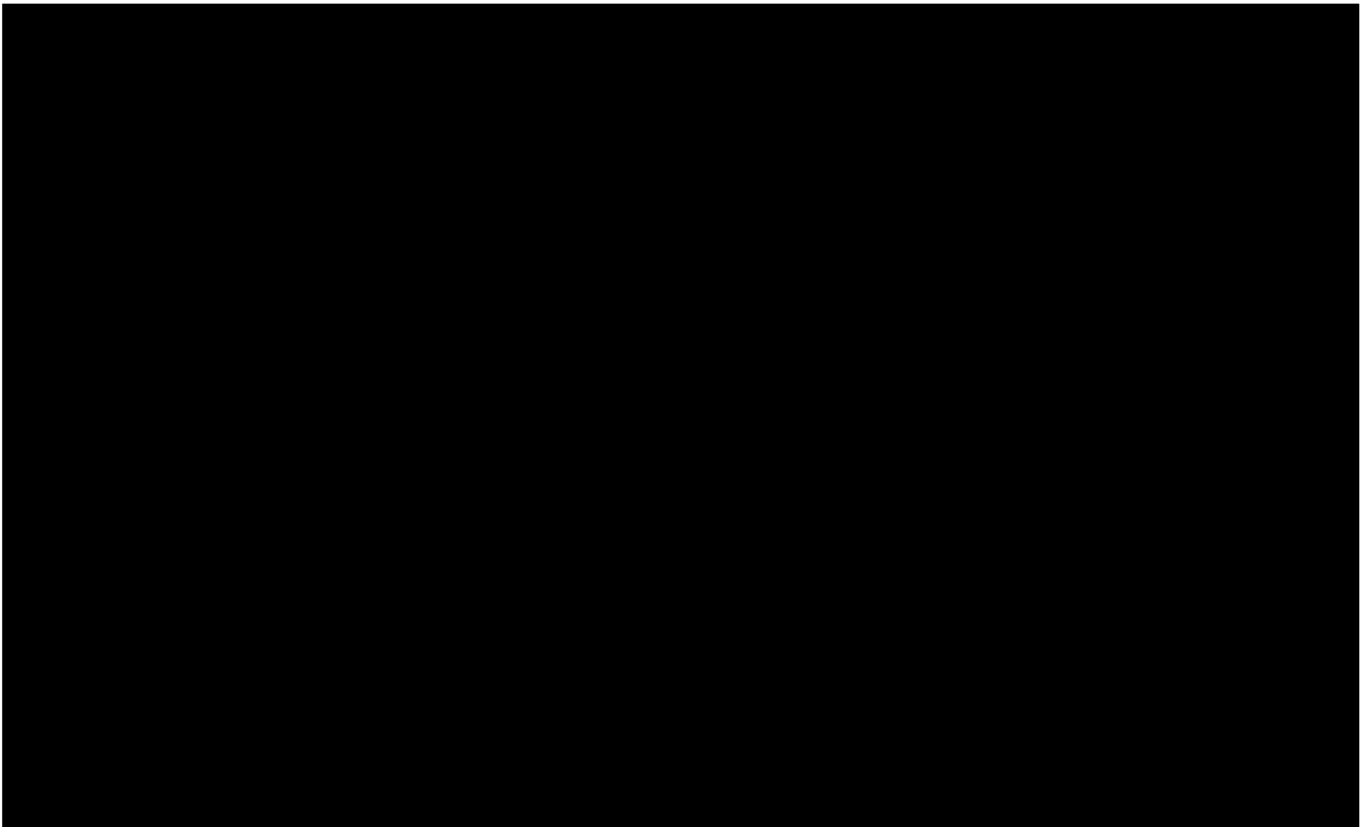
Summary | **Related Documents** | **Invoice Information** | Payments | Voucher Attributes | Error Summary | Voucher Approval

Business Unit: ASM01 **Invoice Number:**
Voucher ID: 664055 **Invoice Date:**
Voucher Style: Regular ***Invoice Received Date:**
Vendor ID: 1100045010

* Payment Details									
Payment Status	Scheduled to Pay	Payment Reference	Remit SetID	Remit Vendor	Remitting Address	Payment Method	Gross Payment Amount	Paid Amount	Payment Currency
	06/13/2012	00231311	SHARE	1100045010		1 CHK	103080.00	103080.00	USD

Voucher Adjustments

Summary | **Related Documents** | **Invoice Information** | Payments | **Voucher Attributes** | Error Summary | **Voucher Approval**



VITO J LOPEZ

Date: June 12/2012

Pay to the Order of: Gerald J. Lopez \$ 32,000.00

T. T. - Two thousand Dollars

RIDGEWOOD SAVINGS BANK

For: Vito J Lopez

⑆ 226076033⑆

GENALD B. LEROUART, P.C.
KIA ACCOUNT
FOR DEPOSIT ONLY

Date: 06-15-2012 Account: [REDACTED] Amount: \$32,000.00 Serial: [REDACTED] Sequence: [REDACTED] TR: [REDACTED] TranCode: [REDACTED]

RSB
000309

LAW OFFICES OF
GERALD B. LEFCOURT, P.C.
A PROFESSIONAL CORPORATION
148 EAST 78TH STREET
NEW YORK, NEW YORK 10078

GERALD B. LEFCOURT
lefcourt@lefcourtlaw.com

TELEPHONE
(212) 737-0400
FACSIMILE
(212) 988-6192

—
SHERYL E. REICH
reich@lefcourtlaw.com
RENATO C. STABILE
stabile@lefcourtlaw.com
FAITH A. FRIEDMAN
friedman@lefcourtlaw.com

June 26, 2012

VIA FEDERAL EXPRESS

William F. Collins, Esq.
Counsel to the Majority
New York State Assembly
Room 448M, State Capitol
Albany, New York 12248

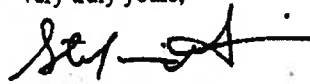
Complaint of [REDACTED] & [REDACTED]

Dear Mr. Collins:

At the request of Sheryl E. Reich, Esq., enclosed please find a check made payable to Cuti Hecker Wang LLP in the amount of \$32,000. We understand that you will tender the check in full settlement of the matter in compliance with the provisions of the settlement agreement.

Thank you for your cooperation. If you have any questions, please do not hesitate to contact our office.

Very truly yours,



Stefanie Gobin
Assistant to Sheryl E. Reich

LAW OFFICES OF
GERALD B. LEFCOURT, P.C.
KOLA ACCOUNT
148 EAST 78TH STREET
NEW YORK, NY 10021

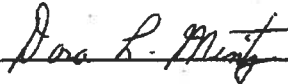
HSBC BANK USA
NEW YORK CITY, NY 10018
1-108/210

[REDACTED]
8/28/2012

PAY TO THE ORDER OF Cuti Hecker And Wang \$ 32,000.00

Thirty-Two Thousand Only ***** DOLLARS

MEMO





WILLIAM F. COLLINS
COUNSEL TO THE MAJORITY

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

ROOM 448m, CAPITOL
ALBANY, NEW YORK 12248
(518) 455-4191
FAX: (518) 455-4103

June 27, 2012

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

Re: [REDACTED], et al. v. Lopez, Vito, et al.

Dear Ms. Wang:

Pursuant to paragraphs 1 and 2 of the Settlement Agreement in the above-referenced matter, enclosed please find two separate checks for distribution as prescribed by paragraphs 6 through 9 of the Agreement:

1. A check in the amount of one hundred three thousand and eighty dollars (\$103,080) issued by the State of New York on behalf of the New York State Assembly, and
2. A check in the amount of thirty-thousand dollars (\$32,000) issued from the escrow account of the Law Offices of Gerald B. Lefcourt, P.C. from funds deposited in such account by their client, Vito Lopez.

Upon your receipt of these payments, please send your clients' releases as required by paragraph 3 of the Agreement. Thereupon, we will transmit our releases (referenced in paragraph 4) and the agreed-upon reference letters (referenced in paragraphs 14 and 15).

Thanking you in advance for your attention to this matter, I remain

Very truly yours,

William F. Collins

William F. Collins

Enclosures

State of New York

A

REMITTANCE ADVICE for CHECK NO. 00231311

NOTICE: To access remittance information on any one of your NYS payments, visit <https://vendor.sfs.ny.gov>.

Agency Code and Description	Tels Inquiry No	Voucher No	Payee Reference/Invoice No	Ref/Inv Date	Payment Amount
ASM01 Assembly	5184554002	664055	LEGAL SERVICES	06/07/2012 06/07/12	103,080

GOVT ENTITIES, VENDORS, NOT-FOR-PROFITS:

Go to <http://www.osc.state.ny.us/epay/index.htm> for Electronic Payments Information

Non-Negotiable

Check Total

9103,080

DETACH HERE BEFORE CASHING ↓

PLEASE CASH WITHIN 180 DA

17855199

State of New York

Check No. [REDACTED]

\$103,080.00

DEPARTMENT OF TAXATION AND FINANCE
DIVISION OF THE TREASURY

29-55
213

JUNE 13, 2012

ASM01

KNOW YOUR ENDORSER

GENERAL CHECKING ACCOUNT "A"

Pay to the
Order of:

CUTI HECKER WANG LLP

\$103,080.00

Thomas P. DiNapoli

Thomas P. DiNapoli
State Comptroller

KeyBank N.A.

Thomas H. Mattar

Thomas H. Mattar
Commissioner, Dept. of Taxation and Finance

[REDACTED]

2011-2012 PERSONNEL ACTION REQUEST

A Social Security Number: _____ First Name: _____ M.I.: _____ Last Name: _____ Sfx: _____

- New Employee** (Not employed in Assembly since January 1, 1983)—Complete Blocks A, B, C, D, F, G, I, and J.
- Reinstated/Reappointed** (Previously employed in Assembly since January 1, 1983)—Complete Blocks A, B, C, D, F, G, I, and J.
- Transfer** (Employee transferring from one Member/Unit to another Member/Unit)—Complete Blocks A, B, C, D, F, G, I, and J.
- Salary Adjustment** (No change in Payroll Designation)—Complete Blocks A, C, E, I, and J. B for Title Changes.
- Change of Employment Dates and/or Payroll Designation**—Complete Blocks A, B, C, D, F (if applicable), G (if applicable), I, and J.
- Personnel Actions not Affecting Allocations**—Complete Blocks A, B, C, I, and J as needed.
- Terminations, Resignations, Leave Without Pay**—Complete Blocks A, H, I, and J as needed.

B Member/Unit: Hon. Vito J. Lopez (B45)
Unit Code

Job Title: _____ (_____)
Title Code

Payroll Designation: Annual Full Time (A) Annual Legislative (L) Annual Part Time (P) Session (S)
 (Check one box) Temporary (T)

Supervisor: _____ Designated Time Sheet Supervisor: _____

Public Information Address: (Please check appropriate box)

Capitol, Albany Other _____
(Must be a District Office address or other official Assembly address)

Work Address: (Location where employee is assigned) _____ Tel. #: (_____)

Mailing Address: Payroll Check Distribution (Complete if different from Public Information Address.)
 Must be a District Office address or other official Assembly address. _____

C Term of This Employment Authorization

Beginning Date: 5-24-12

End Date: (Check the box which applies):

- 12/31/11
- 12/31/12
- Other _____

D Salary

Annual Full Time (A), Annual Legislative (L) or Annual Part-Time (P) Payrolls
 \$ _____
Annual Salary Rate

Session (S) or Temporary (T) Payrolls

\$ _____
Total Salary Amount for the period of employment

E Salary Increase/Decrease
(For Salary Adjustments only)

New Annual Salary Rate
(Applies to A, L, P Payroll types only)
 Amount: \$ _____

Salary Adjustment for Period Specified in Block C
(Applies to any payroll type)

Amount: \$ 2,000.00
 Increase Decrease

F Leave Accruals

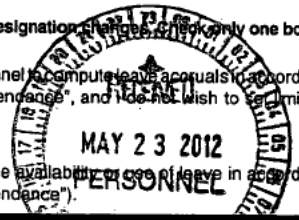
Complete this section for New, Reinstated, Reappointed or Transferring employees; or Payroll Designation changes. Check only one box.

For A, L, P Payrolls Only

- I authorize the Assembly Human Resources Department/Minority Administration and Personnel to compute leave accruals in accordance with the "Rules and Regulations Relating to the Crediting and Reporting of Time and Attendance", and I do not wish to set limits on the availability or use of leave.

This is mandatory for all S, T Payrolls and optional for A, L, P Payrolls

- I will complete a Time Bank Form for this employee. (Check this box if you wish to limit the availability or use of leave in accordance with the "Rules and Regulations Relating to the Crediting and Reporting of Time and Attendance".)



G Benefits Eligibility

For Annual Part-Time (P), Session (S) and Temporary (T) Payrolls, please estimate over the period of employment the average anticipated hours per pay period _____. Note: Limited benefits are available to employees on the Session "S" and Temporary "T" Payrolls.

H Termination, Resignation, Leave without Pay

Check the appropriate box and explain under "Reason" below:

Please enter anticipated date of return:

TERMINATION RESIGNATION LWOP _____ OTHER _____

Ending Date: _____ Reason/Name of New Employer if State Agency: _____
Mo. Day Yr.

I APPOINTING AUTHORITY/DEPARTMENT HEAD SIGNATURE

[Handwritten Signature]

Date: 5-23-12

Appointing Authority/Department Head Name (please type) _____ (_____)
Unit Code

J Remarks: _____

Out

I wanted

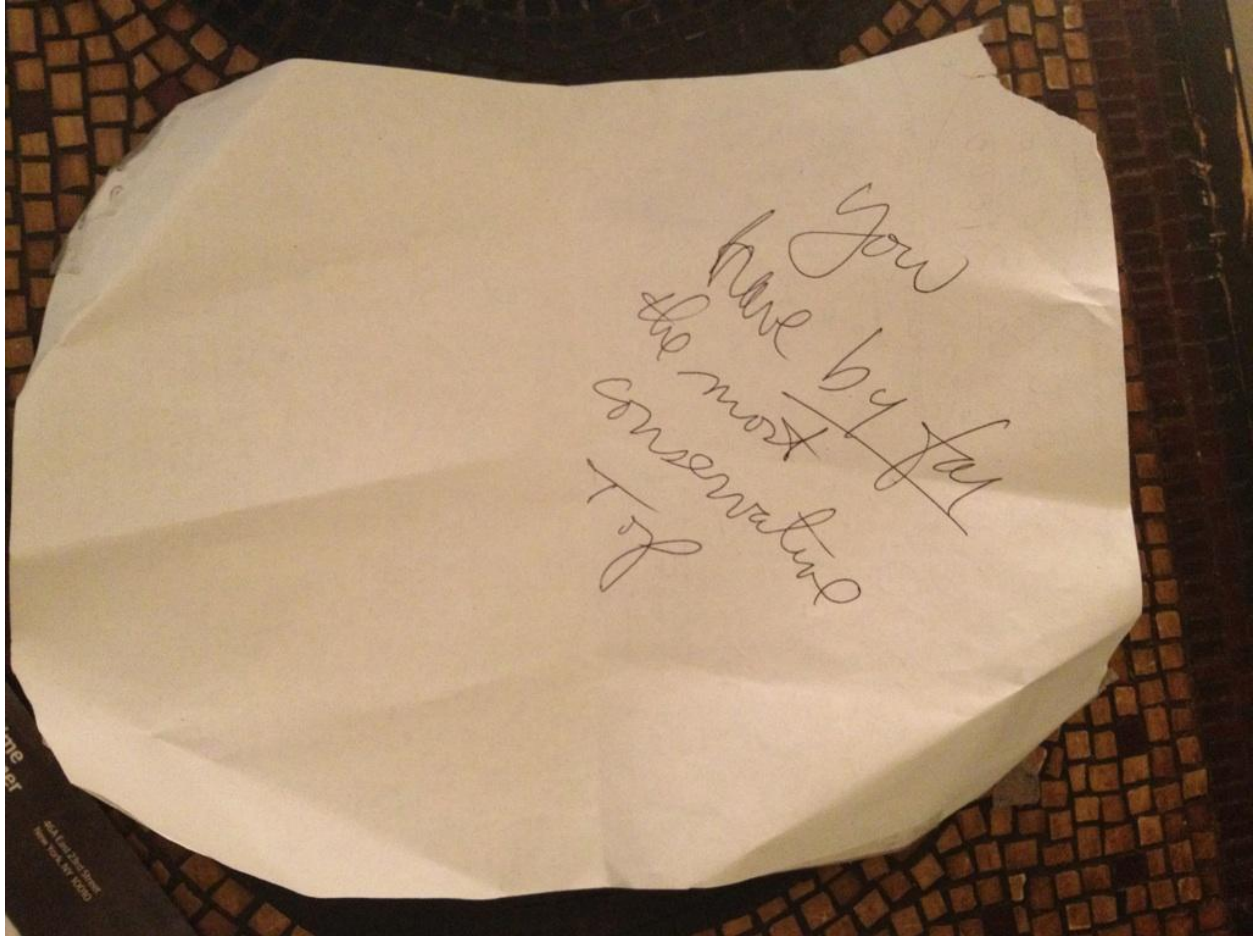
to be next

to you

I hope you
like the

way I
look

Y



Sent on 7/3/2012 12:09:54 AM to Assemblyman Vito Lopez

Good night Vito. I got some great stuff today. I am eager to get back to work again!

Sent on 7/2/2012 12:22:47 PM to Assemblyman Vito Lopez

Hey Vito! Thank you so much for these few days off... It's been good to be able to see my family, very much needed. Heading off to go shopping soon! I sent you both press releases earlier and also forwarded them to Jonathan to review. Also, I chatted with [REDACTED] and she'll be volunteering tomorrow for [REDACTED]. She is very excited.

Sent on 7/1/2012 11:52:10 PM to Assemblyman Vito Lopez

Hey there! I'm upstate in [REDACTED] spending some very needed time with family. Hope you are doing great and getting your mind off everything! Have a good night and I'll talk to you soon! :)

Sent on 7/1/2012 11:40:33 AM to Assemblyman Vito Lopez

Good morning Vito! Hope all is well and that you're enjoying some time off. I'm heading upstate soon, it's turned into a different kind of trip, but will be sending that press release along shortly! Also, I hope Gus is doing well. I know how hard that it must be for you...

Sent on 6/30/2012 12:14:53 PM to Assemblyman Vito Lopez

I'm so sorry I cut the night short last night. I try to help out my parents with my sister as much as I can... I had such a blast before that and can't wait to go back to city island with you! I'm looking forward to everything we talked about and continuing to be close to you! I hope this text is a bit more up your alley!

Sent on 6/29/2012 11:39:08 AM to Assemblyman Vito Lopez

APPROVED CREDIT LIMIT

DATE	TIME	APPROVED LINE	APPROVED TTO	DEPOSIT DELAY DAYS	CREDIT APPROVED BY SIGNATURE AND LIC. #	CREDIT APPROVED BY SIGNATURE AND LIC. #	CREDIT APPROVED BY SIGNATURE AND LIC. #
07.10.2012	3:40 P	7.500	-	45	(1) <i>Place 4511</i>	(2)	(3)
EXPLANATION/COMMENTS <i>A1</i>							
EXPLANATION/COMMENTS							
EXPLANATION/COMMENTS							
EXPLANATION/COMMENTS							

CREDIT BUREAU REPORT/ADDRESS VERIFICATION						CREDIT BUREAU REPORT/ADDRESS VERIFICATION					
REP	DATE	TIME	SIGNATURE	LICENSE	CB NAME/RATING	REP	DATE	TIME	SIGNATURE	LICENSE	CB NAME/RATING
ADD/V	07.10.12	3:35	<i>Place</i>	4511.11	OK-FAIR-NEG-N/R	ADD/V					
AUTHORIZER						AUTHORIZER					OK-FAIR-NEG-N/R

BANK INFORMATION

BANK #	NAME	TYPE	NUMBER	OP. DATE	AVG BAL	CUR BAL	CSA
1	<i>Ridge Wood Savings</i>	SP <input type="checkbox"/> P <input type="checkbox"/>					
SENT	DATE	TIME	SIGN.	LIC. NO.			
RECD	DATE	TIME	SIGN.	LIC. NO.			
				COMMENTS	<i>Res Atlanta Citys Bank 1/18/12</i>		
				NAME/TITLE	<i>SWAN (rep) (M)</i>		

CENTRAL CREDIT INFORMATION

HOTEL CASINO	CREDIT LIMIT	DATE EST.	HIGH ACTION		LAST ACTION		PRESENT BALANCE	DATE	TIME	SIGNATURE	LICENSE NO.
			DATE	AMOUNT	DATE	AMOUNT					
<i>Atlanta Citys</i>	7500	7/25/12	12/21/11	7500	7/25/12	1500	0	7/10/12	3:35	<i>Place</i>	
ADDITIONAL COMMENTS BANK REPORT											
ADDITIONAL COMMENTS BANK REPORT											
ADDITIONAL COMMENTS BANK REPORT											
ADDITIONAL COMMENTS BANK REPORT											

BORG

NON-GAMING COMPS REDEEMED

PATRON ACCT NUMBER	PATRON LAST NAME	PATRON FIRST NAME	REDEMPTION DATE	NON-GAMING COMPS REDEEMED	OUTLET
	LOPEZ	VITO	7/10/2012	\$85.50	BORGATA ROOM REVENUE
	LOPEZ	VITO	8/4/2012	\$142.50	WATER CLUB ROOM REVENUE
	LOPEZ	VITO	9/18/2012	\$171.00	BORGATA ROOM REVENUE
	LOPEZ	VITO	9/19/2012	\$171.00	BORGATA ROOM REVENUE

104042

BORG

COMPLIMENTARY

VITO LOPEZ Room No BH 922
 INTLL Page No 1
 3FL Guests 2
 Res ID. [REDACTED] Fol ID. [REDACTED]
 BROOKLYN NY 11237 Arrl Dt 7/10/12
 US Dept Dt 7/11/12
 Group
 T/A Nu.
 PRMRM PROMO COMP ROOM ONLY

DATE	REFERENCE	DESCRIPTION	SPLIT	AMOUNT
7/10/12	41099802804	ROOM CHARGE BH 922		75.00
		EXTERNAL TICKET # BH 922		
		TAX	10.50	
7/11/12	411009107189	COMP		85.50-
TOTAL				0.00
15:41 6:00 FAX				

BORG
 104043

GAMING COMPS REDEEMED

PATRON ACCT NUMBER	PATRON LAST NAME	PATRON FIRST NAME	REDEMPTION DATE	GAMING COMPS REDEEMED	OUTLET
	LOPEZ	VITO	7/10/2012	\$191.00	OLD HOMESTEAD
	LOPEZ	VITO	8/4/2012	\$5.00	OCCUPANCY FEE
	LOPEZ	VITO	8/5/2012	\$118.50	WATER CLUB ROOM SERVICE
	LOPEZ	VITO	9/19/2012	\$198.58	OLD HOMESTEAD
	LOPEZ	VITO	9/20/2012	\$39.04	IN-ROOM DINING
	LOPEZ	VITO	9/20/2012	\$50.81	OLD HOMESTEAD
	LOPEZ	VITO	9/20/2012	\$80.07	IN-ROOM DINING

104041

BORG

2011-2012 PERSONNEL ACTION REQUEST

A Social Security Number: [Redacted] First Name: [Redacted] M.I.: [Redacted] Last Name: [Redacted] Sfx: [Redacted]

- New Employee** (Not employed in Assembly since January 1, 1983)—Complete Blocks A, B, C, D, F, G, I, and J.
- Reinstated/Reappointed** (Previously employed in Assembly since January 1, 1983)—Complete Blocks A, B, C, D, F, G, I, and J.
- Transfer** (Employee transferring from one Member/Unit to another Member/Unit)—Complete Blocks A, B, C, D, F, G, I, and J.
- Salary Adjustment** (No change in Payroll Designation)—Complete Blocks A, C, E, I, and J. B for Title Changes.
- Change of Employment Dates and/or Payroll Designation**—Complete Blocks A, B, C, D, F (if applicable), G (if applicable), I, and J.
- Personnel Actions not Affecting Allocations**—Complete Blocks A, B, C, I, and J as needed.
- Terminations, Resignations, Leave Without Pay**—Complete Blocks A, H, I, and J as needed.

B Member/Unit: Lopez (Unit Code: 345)
 Job Title: Legislative Assistant (Title Code: _____)
(A completed "Oath of Office", and "Job Description" and "Employee Designation—Financial Disclosure" must accompany this PAR)

Payroll Designation: Annual Full Time (A) Annual Legislative (L) Annual Part Time (P) Session (S)
 (Check one box) Temporary (T)

Supervisor: Perez Designated Time Sheet Supervisor: Perez

Public Information Address: (Please check appropriate box)
 Capitol, Albany Other 434 South 5th St, Brooklyn NY
(Must be a District Office address or other official Assembly address)

Work Address: (Location where employee is assigned)
434 South 5th St, Brooklyn NY 11211 Tel. #: (718) 963-7029

Mailing Address: Payroll Check Distribution (Complete if different from Public Information Address.)
 Must be a District Office address or other official Assembly address.
250 Broadway

C Term of This Employment Authorization

Beginning Date: 4/17/12 End Date: (Check the box which applies):
 12/31/11 12/31/12 Other _____

D Salary

Annual Full Time (A), Annual Legislative (L) or Annual Part-Time (P) Payrolls \$ <u>49,000.00</u> Annual Salary Rate	Session (S) or Temporary (T) Payrolls \$ _____ Total Salary Amount for the period of employment
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E Salary Increase/Decrease

New Annual Salary Rate (Applies to A, L, P Payroll types only) Amount: \$ _____	Salary Adjustment for Period Specified in Block C (Applies to any payroll type) Amount: \$ _____ <input type="checkbox"/> Increase <input type="checkbox"/> Decrease
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F Leave Accruals

Complete this section for New, Reinstated, Reappointed or Transferring employees; or Payroll Designation changes. Check only one box.

For A, L, P Payrolls Only

I authorize the Assembly Human Resources Department/Minority Administration and Personnel to compute leave accruals in accordance with the "Rules and Regulations Relating to the Crediting and Reporting of Time and Attendance", and I do not wish to submit on the availability or use of leave.

This is mandatory for all S, T Payrolls and optional for A, L, P Payrolls
 I will complete a Time Bank Form for this employee. (Check this box if you wish to limit the availability of accrued leave in accordance with the "Rules and Regulations Relating to the Crediting and Reporting of Time and Attendance")



G Benefits Eligibility

For Annual Part-Time (P), Session (S) and Temporary (T) Payrolls, please estimate over the period of employment the average anticipated hours per pay period _____. Note: Limited benefits are available to employees on the Session "S" and Temporary "T" Payrolls.

H Termination, Resignation, Leave without Pay

Check the appropriate box and explain under "Reason" below:

TERMINATION RESIGNATION LWOP OTHER

Ending Date: _____ Reason/Name of New Employer if State Agency: _____
 Mo. Day Yr.

Please enter anticipated date of return: _____

I APPOINTING AUTHORITY/DEPARTMENT HEAD SIGNATURE [Signature] Date: 4/30/12
 Appointing Authority/Department Head Name (please type) Vito Lopez (Unit Code: _____)

J Remarks: _____

2011-2012 PERSONNEL ACTION REQUEST

A

Social Security Number	First Name	M.I.	Last Name	Sfx.
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- New Employee** (Not employed in Assembly since January 1, 1983)—Complete Blocks A, B, C, D, F, G, I, and J.
- Reinstated/Reappointed** (Previously employed in Assembly since January 1, 1983)—Complete Blocks A, B, C, D, F, G, I, and J.
- Transfer** (Employee transferring from one Member/Unit to another Member/Unit)—Complete Blocks A, B, C, D, F, G, I, and J.
- Salary Adjustment** (No change in Payroll Designation)—Complete Blocks A, C, E, I, and J. B for Title Changes.
- Change of Employment Dates and/or Payroll Designation**—Complete Blocks A, B, C, D, F (if applicable), G (if applicable), I, and J.
- Personnel Actions not Affecting Allocations**—Complete Blocks A, B, C, I, and J as needed.
- Terminations, Resignations, Leave Without Pay**—Complete Blocks A, H, I, and J as needed.

B Member/Unit: Hon. Vito J. Lopez (B45)
Unit Code

Job Title: _____ (_____)
(A completed "Oath of Office", and "Job Description" and "Employee Designation—Financial Disclosure" must accompany this PAR) Title Code

Payroll Designation: Annual Full Time (A) Annual Legislative (L) Annual Part Time (P) Session (S)
 (Check one box) Temporary (T)

Supervisor: _____ Designated Time Sheet Supervisor: _____

Public Information Address: (Please check appropriate box)
 Capitol, Albany Other _____
(Must be a District Office address or other official Assembly address)

Work Address: (Location where employee is assigned) _____ Tel. #: (_____)

Mailing Address: Payroll Check Distribution (Complete if different from Public Information Address.)
 Must be a District Office address or other official Assembly address. _____

C Term of This Employment Authorization

Beginning Date: 7/2/12 End Date: (Check the box which applies):
 12/31/11
 12/31/12
 Other _____

per member 6/29/12

D Salary

Annual Full Time (A), Annual Legislative (L) or Annual Part-Time (P) Payrolls \$ _____ Annual Salary Rate	Session (S) or Temporary (T) Payrolls \$ _____ Total Salary Amount for the period of employment
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E Salary Increase/Decrease (For Salary Adjustments only)

New Annual Salary Rate (Applies to A, L, P Payroll types only) Amount: \$ _____	Salary Adjustment for Period Specified in Block C (Applies to any payroll type) Amount: \$ <u>3,000</u> per Member <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease <i>6/29/12</i>
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F Leave Accruals

Complete this section for New, Reinstated, Reappointed or Transferring employees; or Payroll Designation changes. Check only one box.

For A, L, P Payrolls Only

- I authorize the Assembly Human Resources Department/Minority Administration and Personnel to compute leave accruals in accordance with the "Rules and Regulations Relating to the Crediting and Reporting of Time and Attendance", and I do not wish to set limits on the availability or use of leave.
- This is mandatory for all S, T Payrolls and optional for A, L, P Payrolls
- I will complete a Time Bank Form for this employee. (Check this box if you wish to limit the availability or use of leave in accordance with the "Rules and Regulations Relating to the Crediting and Reporting of Time and Attendance".)



G Benefits Eligibility

For Annual Part-Time (P), Session (S) and Temporary (T) Payrolls, please estimate over the period of employment, the average anticipated hours per pay period _____. Note: Limited benefits are available to employees on the Session "S" and Temporary "T" Payrolls.

H Termination, Resignation, Leave without Pay

Check the appropriate box and explain under "Reason" below:

TERMINATION RESIGNATION LWOP OTHER

Ending Date: _____ Reason/Name of New Employer if State Agency: _____
 Mo. Day Yr.

Please enter anticipated date of return: _____

I APPOINTING AUTHORITY/DEPARTMENT HEAD SIGNATURE [Signature] Date: 6/27/12

Appointing Authority/Department Head Name (please type) _____ (_____)
Unit Code

J Remarks: _____

Sent on 7/10/2012 3:05:43 PM to AM Vito Lopez

I can call you in 5 mins with Joe. Sound good?

Sent on 7/10/2012 1:37:43 PM to AM Vito Lopez

Sorry - sitting in the examination room at the moment. Will call you right after!

Sent on 7/10/2012 1:19:29 PM to AM Vito Lopez

Sorry to keep bothering you - Joe would like to speak to you after 3:00p today. This is a good time for me if it is a good time for you. Hopefully I won't be sent to the ENT!

Sent on 7/10/2012 12:54:16 PM to AM Vito Lopez

██████: The ZALOYNIM's own newspaper, Der Yid, said that the ZALOYNIM netted 61.45 percent of the vote, which is close to what we said. Please ask Vito to explain the discrepancy between his 71 percent and the count by Der Yid

Sent on 7/10/2012 12:54:00 PM to AM Vito Lopez

Hey Vito - I'm nearly at the doctor's. I just got an email from Joe Berger and a voicemail message. He would like to talk to you again. I will include the email in my next text message and then I can go to the doctor's office, sign-in and have a conference call with you, Joe & myself outside. It would not be a problem at all because they told me that I will have to wait a whole before being seen.

Sent on 7/9/2012 10:51:23 PM to AM Vito Lopez

Tonight? I can hang out but don't think I can drink two more and not yawn at work tomorrow morning!

Received on 7/9/2012 10:50:27 PM from AM Vito Lopez

If we end would you come back for two more beer

Sent on 7/9/2012 4:02:12 PM to AM Vito Lopez

Actually lastly is that I had already scheduled AC for Friday the 13th at noon. Still interested?!

Sent on 7/9/2012 4:01:04 PM to AM Vito Lopez

Lastly, AM Brook-Krasny & CM Mendez send you their regards

Sent on 7/9/2012 4:00:28 PM to AM Vito Lopez

Also, CM [REDACTED] just called me and apologized profusely because she is in the middle of some family crisis and so I told her we're going to put off the dinner for a while.

Sent on 7/9/2012 3:59:33 PM to AM Vito Lopez

Hey - I am arranging AM Kellner's lunch meeting for Wednesday, July 18th at 1:30p. He will be Downtown at 1:00p and so, wouldn't be opposed to meeting in Brooklyn. Where would you like to go? Or just a meeting at D.O.? Thanks!

Sent on 7/8/2012 3:09:41 PM to AM Vito Lopez

Korzo (it's a modern Eastern European/burger joint) 667 5th Avenue (between 19th & 20th Streets)

Sent on 7/7/2012 10:46:33 PM to AM Vito Lopez

I'm getting barraged by all the Chasidim!

Carolyn Kearns

Notes re/ complaint received July 16, 2012

Shortly after 9 am, I received a phone call at home from Bill Collins, who advised me that an employee had called regarding an allegation of sexual harassment by Assemblyman Vito Lopez. He indicated that she was upset and that he advised her to go somewhere where she could talk. It was arranged that she would call back at 10:00 and speak to me, since Bill had a hearing he needed to attend.

At about 10:30, [REDACTED] a legislative aide in the office of Assemblyman Vito Lopez, called and spoke with me. She was calm and articulate. She stated that she wanted to quit her job with Lopez and file a complaint of sexual harassment. She indicated that she had a copy of the Assembly's sexual harassment policy from the employee handbook.

I asked how long she had worked for him and she said that she started working for him in April. She stated that she was sure he was suspicious that something was going on because she always volunteered re/ his political activities and she didn't go this weekend. She also said that he wants her to call him 15 times a day, that she hadn't called him today and that she felt she needed to "do something." She said she needed to quit or he would fire her today.

I asked if she had another job lined up and she said no, but that she could work for her mother. She stated that she had been very happy when she was hired to work for the Assembly. She stated that she had been in contact with attorneys and that her parents are pushing her to sue.

She indicated that she was very concerned about a 14 year old intern, [REDACTED] (sp?) who worked in the district office. [REDACTED] stated that Lopez made a number of comments regarding the intern that troubled her; specifically, Lopez told [REDACTED] many times that she should dress more like the intern, who wears short skirts. She said that Lopez tried to give her \$100 to go shopping, if the intern went with her to help her shop. She stated that Lopez told the intern he wanted her to take [REDACTED] shopping and that while [REDACTED] never had any intention of going, conversations regarding this proposed shopping trip took place. [REDACTED] stated that the intern's mother is a judge and that her aunt, [REDACTED] is an ex-girlfriend and close friend of Lopez. [REDACTED] stated that she couldn't go to Anclin because Anclin always emphasizes how important loyalty to Vito is and that they should all be grateful to work for him. She stated that the intern doesn't know that Lopez says this stuff.

I looked at Lopez's payroll while I spoke to her and told her that the intern wasn't on the payroll. [REDACTED] stated that she understood the intern was getting paid and assumed she was on the payroll.¹ She stated that the intern works 5 days a week, all day.

¹ Later that day, Lopez's chief of staff, Jonathan Harkavy, brought down paperwork to Human Resources to put [REDACTED] on the payroll, noting that they didn't have her working papers yet.

█████ stated that everyone in the office is young. She said that another employee told her that when Lopez was looking for new employees, he told his staff only to print out women who graduated after 2009. She doesn't know if that's true, but believes it.

I asked █████ if she could give me any specific examples of his conduct toward her and she offered the following:

- He asked her to wear short skirts and high heels;
- He told her he liked her hair on one side;
- He said that everything she did was intended to drive men crazy;
- He told her that she had beautiful eyes;
- He tried repeatedly to hold her hand, even though she pulled back and told him that it made her uncomfortable;
- He implied that she could become Chief of Staff, telling her that █████ got a pay cut and trying to create some kind of competition between her and █████ with the message that she should be nice to him;
- He urged her to break up with her boyfriend (she stated that she didn't talk about him other than to say she had one);
- Though he never complained about her work, he complained about her clothing, telling her that she should go braless or topless. She said she told him to stop saying that and he told her that she was conservative and that women burned their bras in the 1970's and she was putting herself in a box;
- When he complained about her clothing, she told him she dressed for herself and he replied that she must be a lesbian and made several comments to that effect; in front of █████ he told her she should pretend to be a lesbian to help a judicial candidate; he called Jonathan at 11 one night and asked him to schedule a dinner between her and Councilmember █████ and told █████ that at least she would dress up for █████ he made a similar comment after a meeting they had with a Member of the Assembly, asking █████, "Why do you only like lesbians?"

█████ also stated that she felt he was setting her up. He asked her to write him a letter telling him how much he enjoyed working for him. She said he got mad when she didn't do it, so she took one of the thank you cards she had in her desk and wrote on it, "You are forcing me to write this. I love my work." He also asked her to leave him notes, so she would leave notes saying, "Hi" and "Good Morning" which he did not find satisfactory.

She also stated that when she spurned his advances, he gave her raises in her salary. She got a \$5,000 raise and a \$3,000 raise. (She mentioned something about another \$3,000 raise, and said she told him to give it to █████ since she made so little money.)

█████ stated that she was aware of lawsuits brought by other employees and that █████ told the staff that they were ungrateful people. She said that █████ spoke negatively about those employees, so █████ felt she could not talk to her about anything negative about the member. Even so, █████ noted that █████ herself was upset one day when Lopez was mad at █████ for wearing pants.

█████ said that when she first started her thought was that Lopez was an old man and that since she loved the work she would put up with a few off-color and non-PC statements. She said that in the last month it has gotten worse, especially the last 2 or 3 weeks. I asked her if the conduct stopped tomorrow whether she could continue to work for him and she said no. She stated that it had gone too far, that she gets stomachaches and that she thinks he is disgusting. She said she liked the work though and would like to continue a career in government. She said she'd like to work for the Assembly, but can't go to Albany because she can't drive.

█████ stated that she is getting a lot of calls and messages about where and how she is from Lopez and the staff, but she hasn't answered them. When she left the office, she texted (to ██████ I believe) that she had a family emergency. I told her that was sufficient for now.

During the conversation, I told ██████ that the Assembly has an obligation to provide our employees with a workplace free from sexual harassment and that we take allegations regarding sexual harassment very seriously. I told her that we were required to take action in response to a complaint and that it would be helpful if she would write down, while it was fresh in her mind, the events she described and any other details she could recall. I asked her to maintain any emails, text messages or notes she might have. She seemed to think she had to do something since she wasn't returning to the office. I advised her that she told them she had a family emergency and that that was sufficient for now. I told her that Human Resources would not process any paperwork terminating her employment with the Assembly. She was concerned about them not giving her her check and I indicated that we could take care of that.

I told her that I would be call her back to follow up and that she could call me if she there was anything else. Call ended at 11:15.

Typed July 16, 2012

At noon, Bill Collins spoke with Jennifer Harris at Human Resources and advised her not to process any paperwork taking any employee off Assemblyman Lopez's payroll. He instructed her to call him regarding any PARs that came in regarding that office.

At about 12:15, ██████ called again. She was at her mother's home and indicated that her mother was extremely concerned about the 14-year old intern. She asked whether we would contact the intern's mother to advise her to get her daughter out of that office. We advised her that we didn't feel we could do so. Afterward, ██████ told us that her mother had decided to call the police.

At 2:45, I contacted ██████ by phone and advised her that I was forwarding her complaint to the Standing Committee on Ethics and Guidance and that she should expect to hear from the committee soon. I told her that she remained on the payroll and that the member would be advised that a complaint was filed. She didn't respond or express any concern regarding the complaint, but did inform me that her mother had contacted the 90th precinct. She said that the police went to the district office and that they had the intern call her mother. She indicated that the special victims unit was involved because she was a minor and the police

were concerned because it was alleged that Lopez said the intern was sexy. I asked her to clarify since the statement I had from [REDACTED] earlier in the day was that Lopez told [REDACTED] to dress like the intern and I wasn't aware of an allegation that Lopez described the intern as sexy. [REDACTED] told me that what Lopez actually said was that, "she dresses sexy."

At 4:00, I sent [REDACTED] an email advising her that her complaint was being forwarded to the Standing Committee on Ethics and Guidance.

At 4:45, [REDACTED] called to say that she was receiving a lot of work emails and calls and that she was going to forward them to the Albany Chief of Staff. I said that was fine.

At 5:15, I met with Assemblyman O'Donnell, who stated that a letter needed to go out quickly advising the members of the Standing Committee on Ethics and Guidance that he would be in contact with them to schedule a meeting of the committee in regard to this complaint.

Typed July 17, 2012

CONFIDENTIAL

Carolyn Kearns
Notes July 17, 2012

At 10:15, [REDACTED] called to say that she was having trouble getting in contact with her attorney, but she wanted me to know that there is another employee in the Lopez's office who wants to leave and who had a worse situation than she did. She said that the other employee would probably call me. I said that I could stay in the office after 5:00 to take the call.¹

At 10:30, Bill spoke with Suzanne Gold in Human Resources to arrange for [REDACTED] check to be mailed to her home address instead of being sent to Lopez's office.

At 4:00 pm, letters from Assemblymember O'Donnell were sent to the members of the Standing Committee on Ethics and Guidance indicating that they would be contacted to schedule a meeting of the committee regarding a sexual harassment complaint. Phone calls advising the members of the committee were also made.

At 4:50 pm, I received a phone call from [REDACTED] a legislative assistant in the office of Assemblymember Vito Lopez. She asked if she could call me in a half an hour. I agreed. [REDACTED] called back as scheduled and stated that she started working for the Member three months ago on April 16th. She was in Albany, but moved to Brooklyn to work in the district office.

She said that she was scared of the Member because of how upset he gets when she doesn't get along with him. She alleged the following:

- An incident when they were at the Democratic Club together the weekend before the primary. She said he wrote a note to her asking for him to take a trip with her. She said no and he ripped up the note. Afterward he didn't talk to her for two days. She said that when he is upset, he is very upset and he yells. She was told that he went to a dinner afterward and yelled at people. She said he is very erratic. She said when he finally spoke to her again, she asked what she did. He said she didn't do anything, but that he didn't like for her to be too sympathetic to another girl in the office and that he should be the only person in the office.
- He would write notes or ask, "Does that turn you on?" It could be a person or a topic.
- When they were in Albany and working on a big housing bill, he asked her if she would give him a kiss if they were successful. She said, she would kiss him on the cheek. He said, "No, on the mouth." When she said no, he said that [REDACTED] would have.

¹ Ms. [REDACTED] also stated that the other employee had been given \$1200 by the Member and wanted to give it back. She said that the Member made the other employee go to Atlantic City with him (my impression was that he or they won the money there) but wasn't comfortable keeping the money, so she was going to put it the money in an envelope and leave it in the Member's desk drawer.

- He told her that he could set it up that she could sleep over at the Governor's mansion and asked if she wanted to go. She said she'd like to go on a tour of the mansion, but he said, no, that it would be staying overnight and she had to be naked. (I had to ask her three times to repeat the end of sentence because her voice dropped each time she stated that she would have to be naked.)
- He said something that was vaguely worded, but clear to her. Something to the effect that he had "a way to get this done" but "somebody" wouldn't do it, and looked at her. She understood that to mean that he could have prostituted her out to get it done.
- She is 6 feet tall, and he'd tell her she shouldn't pull her skirts down; that he wouldn't talk to her if she kept pulling her skirt down.
- She can't call, text or talk to other men; when she talked to another Member for 3 minutes (in Brooklyn) he got mad and when he spoke to a former boss for 90 seconds (in Albany), he gave her grief.
- He wrote on her legal pad, as if she was writing it: "Dear Vito, I just want to be next to you. I hope you like what I am wearing." She has it.
- He is obsessed with what she wears, telling her that he wanted her to dress sexy. If it was important meeting, she shouldn't wear a bra because that would be exciting to him. She should wear heels and button-down shirts.

She said that she didn't know what to do, but that she is afraid of him. She said that he is extremely paranoid and upset right now and that she thinks he might anticipate her talking about this. She stated that he kept her very close to him today, gave her more responsibilities and that they would all be getting raises with █████ not coming in. (Not sure of her exact wording re/█████)

She stated that the work excited her and that working late was never an issue for her. She said, however, that even after she worked until 2 am, Vito would complain the next day that she wasn't loyal enough and was not a good worker because she failed to check to make sure he got home ok. She said he was obsessed with her being always there for him and told her that she should think that he walks on water. She stated that if she didn't do what he wanted, there would be a huge fight and that she cried countless times in the office. She said he punished her for not dressing as he wanted and it wore on her.

I asked if he did this to other people and she said that she knew he did it to █████ and that he said things about █████ She said he tried to set up a big competition between them. He told her that █████ knew how to play with her hair and that when █████ wore a button-down shirt, he would look at █████ and then look at █████, as if to say, that was what he wanted █████ to do. She felt like he wanted the two of them to vie for his attention and that he wanted them to compete, but they told each other that they wouldn't. She said that they both did well in the office and both got raises; they were going to get an additional raise, but both

told him he didn't need to and that he should give to another employee who made less money.

I asked if she had a copy of the policy. She said she didn't have it. I told her I would email it to her. She said that she worked for a lobbying firm before working for the Member (union/political action). She said she needed a paycheck; that she just moved to Brooklyn and had a one year lease. She began to cry and said that she felt partially to blame and that she should have stood up for herself more. She said that she had a former boss and that after she was no longer an employee he made a move and she rebuffed it. She said that the Member knows about it or thinks he does and that he told [REDACTED] and another employee that she slept around a lot in Albany. She stated that it wasn't true, but he would keep bringing it up. She said she didn't know what was going to happen next and she was afraid.

I told her that the Assembly has an obligation to provide our employees with a workplace free from sexual harassment. I said that what she told me constituted a sexual harassment complaint and that I was obliged to take action in response to that. She indicated that she understood that. I explained that the complaint would be forwarded to the Standing Committee on Ethics and Guidance. She asked if it had to go there and I told her that it did and she asked what would happen to her. I explained that she couldn't be retaliated against and asked her if she wanted to go to work tomorrow and she said she wasn't sure. She said that the senior picnic was on Thursday and said she had some guilt about not going to work. She stated that she had felt that the job was such a good opportunity, which was why she didn't stand up for herself and she supposed that was what kept people quiet. She repeated that she is afraid of him and very nervous. She said she wasn't sure what to do, but thought that she would probably call in sick tomorrow. I advised her to write down the incidents she could recall with as much detail as possible.

I told her that I would be available to talk to her more tomorrow and got her contact information. The conversation ended at 6:00 p.m.

I called her (and emailed her) shortly after our conversation. She called back and I reminded her that tomorrow is a pay day, in case she needed to pick up her paycheck in the office. Later in the evening, I emailed her a copy of the Sexual Harassment Policy.

Typed July 17, 2012

Carolyn Kearns
Note July 18, 2012

At 10:45 or so, I returned message from [REDACTED]. She said that she didn't feel she couldn't go into the office, even though her check was there. She's concerned, however, that she'll be fired for not coming into work today, since there is a huge event tomorrow. She said that she is afraid of retaliation and stated that both the Member and [REDACTED] were calling [REDACTED] a bitch yesterday. Also, she ([REDACTED]) is being blamed now for not arranging a bus in relation to the senior event. She stated that she was told they were bringing a bus and it was taken care of and that a colleague (she gave a male name) knows this, but is apparently saying he knows nothing about it. I advised that she can't be retaliated against for filing a complaint and that we are not going to process any paperwork removing her from the payroll. I told her that I'd get back to her with more detail.

At 4:30 or so, [REDACTED] called. She wanted to let me know that the 14 year old intern was still in the office. Also concerned about [REDACTED], who had waited on the Member at a restaurant called Maggie's and whom employees were aware was hired because he found her attractive. [REDACTED] said that other employees thought she was clueless about it. I asked how old [REDACTED] was, and [REDACTED] said she was 27. [REDACTED] then said that the Member had told her about a lawsuit against him by other employees and asked me if I could give her details about it. I wasn't able to comment at all, but did respond to her subsequent questions regarding the ethics committee, including its make-up and process.

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