



Settlement Agreement
Mary Anne Tommaney to: collinsw

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Bill,

Here's the proposed language for the Agreement.



Settlement Agreement.docx

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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.