

Subject: Re: mediation

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

From: Mariann Wang <mwang@chwllp.com>

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

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

Thanks.

Mariann

Cuti Hecker Wang LLP

305 Broadway, Suite 607

New York, New York 10007

Tel: 212.620.2603 | Fax: 212.620.2613

Email: MWANG@CHWLLP.COM

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

Mariann,

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

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

Bill

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

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

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

To: William Collins

Subject: Re: mediation

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

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

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

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

Mariann,

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

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

Thanks, Bill

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

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

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

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

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

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

Mariann,

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

Bill

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

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

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

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

CHW000086

SETTLEMENT AGREEMENT

Deleted: [REDACTED]

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

Deleted: residing at [REDACTED]

Deleted: residing at [REDACTED]

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

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

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

Deleted: [REDACTED]

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

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

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

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

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

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

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

Deleted: and Law Firms

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

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Deleted: May 31

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

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

Deleted: May 31

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

Deleted: May 31

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

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

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

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

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

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

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

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

Date:

NEW YORK STATE ASSEMBLY

By: _____
(Print Name)

TITLE: Counsel to the Majority

Date:

Date:

CUTTI HECKER WANG LLP

By: _____
(Print Name)

Date:

MEMBER OF ASSEMBLY VITO LOPEZ

Date:

ALLRED MAROKO & GOLDBERG

By: _____

Date:

Exhibit "A"

RELEASE

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

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CHW000093

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

[REDACTED]

STATE OF NEW YORK
COUNTY OF _____

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

[REDACTED]

Exhibit "B"

RELEASE

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

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

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

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

[REDACTED]

STATE OF NEW YORK
COUNTY OF _____

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

[REDACTED]

Exhibit "___"

RELEASE

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

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

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

VITO LOPEZ

STATE OF NEW YORK
COUNTY OF _____

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

VITO LOPEZ

Exhibit " [] "

RELEASE

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

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

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

[INSERT NAME]

STATE OF NEW YORK
COUNTY OF _____

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

INSERT NAME

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

EXHIBIT "E" :

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

Dear Ms. Gold:

CHW000097

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

Deleted: May 31

Very truly yours,

CHW000098

