

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the “Agreement”) is entered into by and between **Village of Mamaroneck** (referred to throughout this Agreement as “Employer”) and **Luis Quiros** (“Employee”). The term “Party” or “Parties” as used herein shall refer to Employer, Employee, or both, as may be appropriate.

1. Recitals.

This Agreement is made with reference to the following facts:

(a) On or about November 30, 2018, Employee brought an action against Employer, which is pending as Luis Quiros v. Village of Mamaroneck, Thomas Murphy, as Mayor of the Village of Mamaroneck, Christopher Leahy, as Chief of the Police Department of the Village of Mamaroneck, Bernard McNally, as Detective of the Village of Mamaroneck, Dominick Falcone, as Lieutenant of the Police Department of the Village of Mamaroneck and Sandra DiRuzza, as Lieutenant of the Police Department of the Village of Mamaroneck, Supreme Court of the State of New York, Westchester County, Index No.: 69761/2018 (the “Lawsuit”). In the Lawsuit, Employee asserts claims for discrimination based on race, color, national origin and age, a hostile work environment and retaliation in violation of the New York State Human Rights Law, New York State Executive Law Section 296; and

(b) There has been no determination on the merits of the Lawsuit but, in order to avoid additional cost and the uncertainty of litigation, Employee and Employer have agreed, subject to the provisions in Paragraph 5 below, to resolve any and all claims, known and unknown, asserted and unasserted, which Employee has or may have against Employer and/or Employer’s direct and indirect past, present, and future parent corporation, affiliates, subsidiaries, partners, divisions, predecessors, insurers, reinsurers, trustees, representatives, successors, and assigns, and their current and former employees, attorneys, officers, owners, members, managers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries, both individually and in their business capacities (collectively referred to throughout the remainder of this Agreement as “Releasees”) as of the date of execution of this Agreement.

2. Consideration/Indemnification for Tax Consequences and Liens.

(a) In consideration for Employee signing this Agreement, and complying with its terms, Employer agrees to pay the total gross sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000) (the “Settlement Payment”), to be paid as follows:

(1) One payment for alleged non-wage damages and attorneys’ fees by check made payable to “Cronin & Byczek LLP, as attorneys for Luis Quiros” (“Employee’s Counsel”) in the amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000), for which an IRS Form 1099-MISC shall be issued to each of Employee and Employee’s Counsel;

(2) Other consideration. Employer will provide Employee with a certificate of recognition.

(b) Employee agrees that Employee is responsible for all applicable taxes, if any, as a result of the receipt of these monies in Paragraph 2(a)(1). Employee understands and agrees Employer is providing Employee with no representations regarding tax obligations or consequences that may arise from this Agreement. Employee, for Employee and Employee's dependents, successors, assigns, heirs, executors, and administrators (and Employee's legal representatives of every kind), agrees to indemnify and hold the Releasees harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Releasees in connection with such governmental authority's determination that Employer or any of the other Releasees was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Employee or Employee's Counsel pursuant to Paragraph 2(a) of this Agreement. Employee agrees that Employee shall indemnify the Releasees for the full amount of such liability within thirty (30) days after receipt of notice from Employer or any of the other Releasees of the assessment of such taxes, penalties, or interest.

(c) Any settlement payments made by check set forth in this paragraph will be delivered to Employee's Counsel at 178 Myrtle Boulevard, Suite 105, Larchmont, New York 10538.

3. No Consideration Absent Execution of this Agreement.

Employee understands and agrees that Employee would not receive the monies and/or benefits specified in Paragraph 2(a) above, except for Employee's timely execution of this Agreement and the fulfillment of the promises contained herein.

4. Disbursal of Settlement Funds/Dismissal of Action.

(a) The settlement payments described in Paragraph 2(a) will be sent within thirty (30) days after the latest of the following have occurred:

- (1) counsel for Employer receives a copy of the Agreement signed by Employee and the Stipulation of Discontinuance With Prejudice attached hereto as Exhibit A signed by Employee's Counsel;
- (2) counsel for Employer receives an executed W-9 Form from Employee's Counsel; and
- (3) the revocation period following the signing of this Agreement has expired.

(b) After receipt of confirmation by Employee's Counsel of the Settlement Payment in Paragraph 2(a)(1), Employer's Counsel will file the Stipulation of Discontinuance With Prejudice in the form attached as Exhibit A with the Court.

5. General Release, Claims Not Released and Related Provisions.

(a) **General Release of All Claims.** Employee and Employee's heirs, executors, administrators, successors, and assigns knowingly and voluntarily release and forever discharge Releasees, of and from any and all claims, known and unknown, asserted or unasserted, which Employee has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of the following, as amended:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 ("ERISA");
- The Internal Revenue Code of 1986;
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- The Age Discrimination in Employment Act of 1967 ("ADEA");
- The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA");
- Families First Coronavirus Response Act;
- The New York State Executive Law (including its Human Rights Law);
- The New York Equal Pay Law;
- The New York Non-Discrimination for Legal Activities Law;
- The New York Whistleblower Law;
- The New York Workers' Compensation Law;
- The New York wage and hour and wage payment laws and regulations;
- The New York Paid Sick Leave Law;
- The New York False Claims Act;
- The New York Criminal and Consumer Background Laws, N.Y. Gen. Bus. Law Sec. 380-B et seq.;
- The Non-Discrimination and Anti-Retaliation Provisions of the New York Workers' Compensation Law and the New York Disabilities Law;
- The New York Labor Law;
- The New York State Worker Adjustment and Retraining Notification Act;
- The New York Occupational Safety and Health Laws;
- The New York Fair Credit Reporting Act;
- any other federal, state or local law, rule, regulation, or ordinance;
- any public policy, contract, tort, or common law; or
- any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

(b) **Claims Not Released.** Employee is not waiving any rights Employee may have to: (i) Employee's own vested or accrued employee benefits under Employer's qualified retirement benefit plans as of the Separation Date; (ii) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; or (iv) enforce this Agreement.

(c) **Governmental Agencies.** Nothing in this Agreement prohibits, prevents, or otherwise limits Employee from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency (*e.g.*, EEOC, NLRB, SEC) or in any legislative or judicial proceeding nor does anything in this Agreement preclude, prohibit or otherwise limit, in any way, Employee's rights and abilities to contact, communicate with or report unlawful conduct to federal, state, or local officials for investigation or participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law, Employee agrees that if such an administrative claim is made, Employee shall not be entitled to recover any individual monetary relief or other individual remedies.

(d) **Collective/Class Action Waiver and Jury Waiver.** If any claim is not subject to release, to the extent permitted by law, Employee waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Employer or any other Releasee identified in this Agreement is a party. Similarly, as to any such claim against any Releasee that is not otherwise released, Employee waives Employee's right to a jury trial subject to applicable law.

6. Confidentiality.

If inquiries arise concerning this Agreement, Employee may only reply, "The matter has been resolved to everyone's satisfaction; there was no victory on either side," or words to that effect, and shall make no other comment, except as required by law. Nothing in this Agreement has the purpose or effect of preventing Employee from making truthful disclosures about alleged unlawful conduct.

7. Acknowledgements and Affirmations.

(a) Employee affirms that Employee has not filed, caused to be filed, or presently is a party to any claim against Employer, except the Lawsuit, which is being dismissed with prejudice. Nothing in this Agreement or these Affirmations is intended to impair Employee's rights under whistleblower laws or cause Employee to disclose Employee's participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity.

(a) Employee also affirms that Employee has reported all hours worked as of the date Employee signs this Agreement and has been paid and/or has received all compensation, wages, bonuses, commissions, paid sick leave, predictability pay, and/or benefits which are due and payable as of the date Employee signs this Agreement and Employee has been reimbursed for all necessary expenses or losses incurred by Employee within the scope of Employee's

employment. Employee further affirms that Employee has submitted expense reports for all necessary expenses or losses incurred by Employee within the scope of Employee's employment. Employee affirms that Employee has been granted any leave to which Employee was entitled under the Family and Medical Leave Act and state and local leave and disability accommodation laws.

(b) Employee further affirms that Employee has no known workplace injuries or occupational diseases.

(c) Employee shall not apply for, or accept, employment or other work engagement (including, for example, as an independent contractor or temporary worker) with Employer or any Releasee under any circumstances because of, among other things, irreconcilable differences with Employer. Employee agrees that, if Employee accepts employment or other work engagement with any Releasee in contravention of this Agreement, such Releasee may terminate Employee's employment or work engagement immediately and Employee shall have no claim against such Releasee, in law or equity, related to such termination (to the fullest extent permitted by law).

(d) Employee affirms that all of Employer's decisions regarding Employee's pay and benefits were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law, except as alleged in the Lawsuit and which claims are expressly released in Paragraph 5(a) above.

(e) Employee and Employer acknowledge Employee's rights to make truthful statements or disclosures required by law, regulation, or legal process and to request or receive confidential legal advice, and nothing in this Agreement shall be deemed to impair those rights.

8. Employee's Resignation

The Parties agree that Employee's last day of employment as a Crossing Guard for the Village of Mamaroneck will be August 31, 2022.

9. Return of Property.

Except as provided otherwise in this Agreement or by law, Employee affirms that Employee has returned all of Employer's property, documents, and/or any confidential information in Employee's possession or control.

Employee also affirms that Employee is in possession of all of Employee's property that Employee had at Employer's premises and that Employer is not in possession of any of Employee's property.

10. Non-Disparagement.

Employee agrees to refrain from making false statements that are disparaging, demeaning, or defamatory about Releasees, or Releasees' customers, suppliers, or vendors, including but not limited to communications on social media websites such as Facebook, Twitter, LinkedIn, or Glassdoor on blogs, by text or email or other electronic means. This provision does not prohibit

Employee from making truthful statements about the terms or conditions of Employee's employment, or from exercising Employee's rights under the National Labor Relations Act, government whistleblower programs, or whistleblowing statutes or regulations.

11. Medicare Secondary Payer Rules.

Employee is eligible for and enrolled in Medicare. Employee affirms that Employee's claims against Employer do not involve any illness, injury, incident, or accident for which medical expenses were, or are expected to be, incurred. Accordingly, Employee affirms that Medicare has no interest in the payment under this Agreement. Nonetheless, if the Centers for Medicare & Medicaid Services (the "CMS") (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Employee under this Agreement, Employee agrees to indemnify, defend, and hold the Releasees harmless from any action by the CMS relating to medical expenses of Employee. Employee agrees to reasonably cooperate with the Releasees upon request with respect to (i) any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, and (ii) any claim the CMS may make and for which Employee is required to indemnify the Releasees under this Section. Furthermore, Employee agrees to waive any and all future actions against the Releasees for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

12. Governing Law and Interpretation.

This Agreement shall be governed and conformed in accordance with the laws of New York without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either Party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Should a court declare or find the general release in this Agreement to be unenforceable for any reason, Employee agrees to sign a replacement release in a form provided by Employer.

13. Nonadmission of Wrongdoing.

The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

14. Amendment.

This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

15. Entire Agreement.

This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties, except for any arbitration, intellectual property, noncompete, restrictive covenant, non-solicitation, nondisclosure, or confidentiality agreements between Employer and Employee, which shall remain in full force and effect according to their terms. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Agreement, except for those set forth in this Agreement.

16. Counterparts and Signatures.

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail, or which is made electronically, will have the same effect as the original signature.

17. Mutual Negotiation.

This Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

18. Third Party Beneficiaries.

All Releasees are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Releasee as against Employee or any party acting on Employee's behalf.

EMPLOYEE IS ADVISED THAT EMPLOYEE HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT. EMPLOYEE ALSO IS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EMPLOYEE'S SIGNING OF THIS AGREEMENT AND HAS IN FACT OBTAINED LEGAL REPRESENTATION ABOUT THE DECISION TO ENTER INTO THIS AGREEMENT BY EMPLOYEE'S COUNSEL CRONIN & BYCZEK LLP, AND SO DOING, ENTERS INTO THIS AGREEMENT.

EMPLOYEE MAY REVOKE THIS AGREEMENT FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DAY ON WHICH EMPLOYEE SIGNS OR ENTERS INTO THIS AGREEMENT AND THE AGREEMENT IS NOT ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING, TO CHIEF SANDRA DIRUZZA, VILLAGE OF MAMARONECK POLICE DEPARTMENT, 169 MT. PLEASANT AVENUE, MAMARONECK, NEW YORK, 10543 AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF OUR AGREEMENT AND GENERAL RELEASE." THE REVOCATION MUST BE RECEIVED BY CHIEF DIRUZZA OR HER DESIGNEE WITHIN SEVEN (7) CALENDAR DAYS AFTER EMPLOYEE SIGNS OR ENTERS INTO

THIS AGREEMENT.

EMPLOYEE AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL CONSIDERATION PERIOD.

EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST RELEASEES.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

LUIS QUIROS

VILLAGE OF MAMARONECK

By:  _____

By: _____

Print Name: _____ Luis Quiros _____

Date: _____

Date: 6/24/2022 _____

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

LUIS QUIROS,

Plaintiff,

- against -

VILLAGE OF MAMARONECK, THOMAS MURPHY as MAYOR of the VILLAGE OF MAMARONECK, CHRISTOPHER LEAHY as CHIEF of the POLICE DEPARTMENT of the VILLAGE OF MAMARONECK, BERNARD MCNALLY as DETECTIVE of the VILLAGE OF MAMARONECK POLICE DEPARTMENT, DOMINICK FALCONE as LIEUTENANT of the POLICE DEPARTMENT of the VILLAGE OF MAMARONECK and SANDRA DIRUZZA as LIEUTENANT of the POLICE DEPARTMENT of the VILLAGE of MAMARONECK

Defendants.

Index No.: 69761/2018

STIPULATION OF DISCONTINUANCE WITH PREJUDICE

WHEREAS no party hereto is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the action,

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff and Defendants, through their undersigned counsel, that the above-captioned action be and is hereby dismissed in its entirety on the merits with prejudice, and with no award of attorneys' fees or costs by the Court to any party. This Stipulation may be filed with the Clerk of the Court, without further notice. Faxed or .PDF signatures shall be accepted in lieu of originals.

By: _____
Linda Cronin, Esq.
Cronin & Byczek LLP
178 Myrtle Boulevard
Suite 105
Larchmont, New York 10538
Tel: 516-358-1700
Attorneys for Plaintiff

By: _____
Michael A. Frankel, Esq.
Jackson Lewis P.C.
44 South Broadway, 14th Floor
White Plains, New York 10601
Tel: 914-872-8060
Attorneys for Defendants

Dated: June __, 2022

Dated: June __, 2022