

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
JOSE GOMEREZ,

Plaintiff,

-against-

VILLAGE OF MAMARONECK, THE POLICE
DEPARTMENT OF THE VILLAGE OF
MAMARONECK, NORMAN ROSENBLUM as
MAYOR OF THE VILLAGE OF MAMARONECK,
LOUIS N. SANTORO as DEPUTY MAYOR OF THE
VILLAGE OF MAMARONECK, VICTOR TAFUR as
TRUSTEE of the VILLAGE OF MAMARONECK,
KEITH WAITT as TRUSTEE of the VILLAGE OF
MAMARONECK, LEON POTOK as TRUSTEE of the
VILLAGE OF MAMARONECK, CHRISTOPHER
LEAHY as CHIEF of the POLICE DEPARTMENT of
the VILLAGE OF MAMARONECK, and DOMINICK
FALCONE as LIEUTENANT of the POLICE
DEPARTMENT of the VILLAGE OF MAMARONECK,

Defendants.
-----X

Case No. 18-cv-00196 (VB)

NEGOTIATED SETTLEMENT AGREEMENT

WHEREAS, Plaintiff Jose Gomez and Defendants, Village of Mamaroneck, The Police Department of The Village of Mamaroneck, Norman Rosenblum as Mayor of The Village of Mamaroneck, Louis N. Santoro as Deputy Mayor of The Village of Mamaroneck, Victor Tafur as Trustee of The Village of Mamaroneck, Keith Waitt as Trustee of The Village of Mamaroneck, Leon Potok as Trustee of The Village of Mamaroneck, Christopher Leahy as Chief of The Police Department of The Village of Mamaroneck, and Dominick Falcone as Lieutenant of The Police Department of The Village of Mamaroneck (collectively, "Defendants"), desire to resolve, settle and agree to the dismissal with prejudice of all claims and all issues raised in or by Plaintiff's Complaint and in any other proceeding, without further litigation or adjudication, and to preclude all further or additional claims which Plaintiff (including, but not limited to, any present or former spouses, dependents, heirs, counsel, executors, successors, agents, assigns or representatives of Plaintiff, referred to collectively herein as "Plaintiff") has made or could make;

WHEREAS, Plaintiff and Defendants understand and agree that Defendants deny each and every allegation of wrongdoing, including, but not limited to, the allegations and statements contained in the pleadings, and in any other document or statement whatsoever;

WHEREAS, Plaintiff and Defendants understand and agree that neither the making of this Negotiated Settlement Agreement (hereinafter referred to as the "Agreement") and the General Release attached hereto as Exhibit A, nor anything contained herein, shall be construed or considered in any way to be an admission by Defendants of guilt or noncompliance with any federal, state, or local statute, order, regulation or ordinance, public policy, tort (whether intentional, negligent or otherwise), contract (whether oral or written, express or implied), common law, policies, practices or procedures or of any other wrongdoing whatsoever; and,

WHEREAS, this action shall be dismissed in its entirety and with prejudice subject to the terms of Plaintiff's and Defendants' stipulation:

NOW, THEREFORE, IT IS STIPULATED AND AGREED BY AND BETWEEN THE PARTIES that:

1. **Plaintiff's Commitments:** In exchange for the promises made by Defendant in Paragraph "2" below, Plaintiff agrees as follows:

a. **Execution of Documents:**

(i) Plaintiff will execute, or cause to be executed by his attorneys, all documents and all supplemental, further or modifying documents, including, but not limited to the Stipulation of Final Dismissal with Prejudice, needed to settle, dismiss and withdraw with prejudice the captioned action filed in the United States District Court, Southern District of New York, Case No. 18-cv-00196 (VB) (referred to herein as the "Lawsuit"), and any and all complaints, suits, actions, charges, claims or proceedings against Defendants relative to any cause or matter existing as of the date of the execution of this Agreement.

(ii) Plaintiff shall execute and deliver to Defendants a General Release in the form attached hereto as Exhibit "A" and shall cause to be executed by his attorneys a Stipulation of Final Dismissal with Prejudice attached hereto as Exhibit "B." Based upon such documents, the Stipulation of Final Dismissal with Prejudice shall be entered herein and in any other proceeding upon presentation hereof by Defendants or by any other entity to any court of competent jurisdiction, agency, arbitration or other forum upon any claim made by, relating to or on behalf of Plaintiff.

(iii) Plaintiff affirms that he has not filed, caused to be filed, or presently is a party to any claim, complaint, or action against Defendants in any court, agency or other forum other than the Lawsuit. In the event that, for any reason, any complaint, suit, action, charge, claim or proceeding relative to any cause or matter existing as of the date of the execution of this Agreement is not wholly and finally dismissed with prejudice, Plaintiff shall authorize his attorneys of record herein to immediately take all actions needed to obtain dismissal thereof and to provide proof of any such dismissal to Defendants' legal counsel; Plaintiff shall not obtain or accept any recovery or relief from any such proceeding; and Plaintiff shall reimburse Defendants for the legal fees and costs incurred in defending any action or proceeding caused or permitted by Plaintiff to be brought on or before the effective date of this Agreement (other than with respect to the instant action).

b. General Release of All Claims:

(i) Plaintiff knowingly and voluntarily releases and forever discharges Defendants of and from any and all claims arising up to and as of the date of this Agreement, both known and unknown, asserted or unasserted, which Plaintiff has or may have against Defendants, in accordance with the accompanying General Release attached hereto as Exhibit "A." If any claim is not subject to release, to the extent permitted by law, Plaintiff 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 Defendants or any other Releasee identified in the accompanying General Release is a party.

(ii) Except to enforce the terms of this Agreement, Plaintiff shall not institute, be represented in, participate in or permit to be submitted or filed on Plaintiff's behalf any claim arising prior to the execution of this Agreement whatsoever, whether in an individual, class or other action, before any administrative agency, court, or other forum or accept any relief or recovery from or against Defendants. In the event any class or collective action is brought against Defendants that includes or may include Plaintiff, Plaintiff immediately shall withdraw therefrom without obtaining or accepting any relief or recovery upon learning of Plaintiff's inclusion or will be in breach hereof.

c. Non-Discussion:

(i) The Parties agree not to contact the media or utilize any social media regarding this Agreement or its terms. If contacted by the media regarding this Agreement, the Parties response can be "no comment" or be limited solely to words to the following effect: "The matter has been resolved to the satisfaction of the parties."

(ii) This Agreement and the attached General Release shall not be filed with any court. Plaintiff agrees that this Agreement and the attached General Release may only be used as evidence in a subsequent proceeding in which either of the parties allege a breach of this Agreement.

2. Consideration:

a. In exchange for the promises made herein by Plaintiff, including the general and unlimited release of all claims against all Defendants as set forth in the General Release annexed hereto as Exhibit A, Defendant The Village of Mamaroneck agrees to pay to Plaintiff the sum total of Eighty Five Thousand Dollars and No Cents (\$85,000.00), referred to as the "Settlement Amount". Defendant The Village of Mamaroneck will pay the Settlement Amount, through Plaintiff's attorneys Cronin & Byczek, LLP, within twenty-one (21) days of Defendants' counsel's receipt of this Agreement and the General Release attached hereto as Exhibit "A" executed by Plaintiff, and the Stipulation attached hereto as Exhibit "B" executed by Plaintiff's counsel, as set forth below:

(i) The sum of ten Thousand Dollars (\$10,000.00), allocated as lost wages or benefits, payable to the order of "Jose Gomez," from which estimated

deductions will be made for taxes and other withholding in accordance with Plaintiff's IRS Form W-4 and for which a Form W-2 will be issued to "Jose Gomez;"

(ii) The sum of forty-five Thousand two Hundred and seventy-nine Dollars and fifty-seven Cents (\$45,279.57), as payment for alleged emotional distress and other non-economic damages, payable to the order of "Jose Gomez," for which an IRS Form 1099 will be issued to "Jose Gomez;"

(iii) The sum of twenty-nine Thousand seven Hundred and twenty Dollars and forty-three Cents (\$29,720.43), as and for attorneys' fees and costs, payable to the order of "Cronin & Byczek, LLP, as attorneys for Jose Gomez" for which an IRS Form 1099 will be issued to "Jose Gomez" and to "Cronin & Byczek, LLP" as Plaintiff's counsel;

b. The Settlement Amount is provided in complete settlement, release and waiver of all claims for alleged lost wages, benefits or other compensation, mental, physical or other personal injuries, pain and suffering, attorney's fees, costs and any other relief which Plaintiff may have in the Lawsuit or in any other proceeding whatsoever; and,

c. Plaintiff has represented to Defendants that he has adequate documentation to support his damage claims and acknowledges that Defendants have relied upon his representations regarding same. Defendants and Plaintiff acknowledge their good faith belief that the tax treatment of the above Settlement Amount is correct and proper under applicable law, rules and regulations.

d. Regardless of any tax withholding or other deductions by Defendants and/or The Travelers Indemnity Company, Plaintiff must ensure that all taxes relating to the Settlement Amount properly are paid by Plaintiff. In the event that any federal, state and local taxing authority or court determines that taxes, interest, penalties or other monies are due by Plaintiff as a result of the payment of the Settlement Amount, said taxes, interest, penalties or other monies shall be the sole obligation and liability of Plaintiff, who agrees to hold harmless and to indemnify Defendants and/or The Travelers Indemnity Company from any tax-related or other liability, including interest and penalties associated with Plaintiff's failure to pay any income taxes on the Settlement Amount, excluding the employer portion. In this connection, Defendants and Plaintiff expressly agree that should any taxing authority request information concerning any payments made to Plaintiff under this Agreement or render any assessment, decision, ruling or order concerning payments under this Agreement, the Party receiving such request, assessment, decision, ruling or order will notify the other Party to this Agreement prior to responding to, and within five (5) calendar days of the receipt of such request assessment, decision, ruling or order.

3. **Affirmations:**

a. **Other Claims:** Other than in the instant action, Plaintiff has not filed, or caused to be filed, and presently is not a party to any claim, complaint, or action against Defendants in any forum. Plaintiff further affirms that, upon the payment of the consideration herein, he has been paid or has received all leave (paid or unpaid), compensation, wages, bonuses, and/or benefits to which he may be entitled and confirms that no other leave (paid or

unpaid), compensation, wages, bonuses, or benefits are due to him except as provided in this Agreement, (and waives and releases any claims thereto).

b. **Medicare and/or Medicaid:** Plaintiff affirms that his claims against Defendants do not involve any injury, illness, incident or accident in which medical expenses were, or are expected to be, incurred. Accordingly, Plaintiff affirms that Medicare has no interest in the monetary consideration paid to Plaintiff under this Agreement. Plaintiff also affirms that, as of the date she has executed this Agreement, no conditional payments have been made to him by Medicare. Plaintiff agrees to indemnify and hold Defendant The Village of Mamaroneck and its insurers harmless from any and all liability, including, without limitation, all penalties, interest and other costs that may be imposed by the Centers for Medicare and Medicaid Services ("CMS") for any Medicare reimbursement obligation that may arise from the monetary consideration paid to Plaintiff under this Agreement. Plaintiff further agrees to: (i) reasonably cooperate with Defendant The Village of Mamaroneck and its insurers upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Plaintiff is required to indemnify Defendant The Village of Mamaroneck under this paragraph, and (ii) waives any and all future actions against Defendant The Village of Mamaroneck and its insurers for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A). Plaintiff further represents that no Medicaid payments have been made to or on behalf of Plaintiff arising from or related to any of the allegations set forth in this Lawsuit, and that no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted arising from or related to any such claims. Plaintiff further agrees that he shall be responsible for satisfying all such liens, claims, demands, subrogated interests, or causes of action that may exist or have been asserted or that may in the future exist or be asserted.

4. **Execution.** The terms of this Agreement are the product of mutual negotiation and compromise between Plaintiff and Defendants. The meaning, effect and terms of this Agreement have been fully explained to Plaintiff by his counsel. Based upon advice of counsel and his own understanding, Plaintiff hereby confirms that he fully understands that this Agreement settles, bars and waives any and all claims that he has or could possibly have against Defendants as of the date of the execution of the Agreement.

5. **Non-Admission of Wrongdoing.** Plaintiff and Defendants agree that neither this Agreement nor the furnishing of the consideration provided for herein shall be deemed or construed, at any time or for any purpose, as an admission by either party of any liability or unlawful conduct of any kind.

6. **Fees, Costs and Disbursements.** Each party shall bear its own attorneys' fees, costs and disbursements, except as otherwise stated in Paragraph "2."

7. **Section Headings:** Section headings are used herein for convenience of reference only and do not affect the meaning of any provision of this Agreement.

8. **Entire Agreement:** This Agreement (which incorporates as covenants the representations and clauses in the introductory "Whereas" clauses) and the attached General Release, represents the complete understanding between Plaintiff and Defendants. No other

promises or agreements shall be binding or shall modify this Agreement. This Agreement can be modified only by a written document, signed by Plaintiff and by Defendants or their respective legally designated representatives, which recites the specific intent to modify this Agreement. This Agreement and the attached General Release are made in New York and shall be interpreted under the laws of said State. The language shall be construed as a whole according to its fair meaning and not strictly for or against any of the parties. The Parties expressly consent that any action or proceeding relating to the enforcement of this Agreement and/or to the enforcement of the General Release attached hereto as **Exhibit A** will only be brought in a court located in the State of New York, and that any such action or proceeding will be heard without a jury or an advisory jury. The Parties expressly waive their right to bring any such action or proceeding in any other jurisdiction. Should any provision of this Agreement and/or the General Release be declared illegal or unenforceable by any court of competent jurisdiction, and such provision 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. However, if any portion of the General Release language is ruled to be unenforceable for any reason by a court of competent jurisdiction in an action commenced by Plaintiff or by any other person on behalf of Plaintiff, then Plaintiff shall return to Defendants all consideration paid hereunder.

9. **Capability to Waive Claims:** Plaintiff expressly represents that he is able to affect a knowing and voluntary waiver and general release of all claims, as contained herein and in the attached General Release, and to enter into this Agreement and is not affected or impaired by illness, use of alcohol, drugs or other substances or otherwise impaired. Plaintiff is competent to execute this Agreement and to waive any and all claims against Defendants. Plaintiff certifies that he is not a party to any bankruptcy, lien, creditor-debtor or other proceeding which would impair his right to settle this case and to waive all claims he may have against Defendants.

10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and each of which shall together constitute one and the same agreement. This Agreement will not become enforceable until executed by Defendants. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

PLAINTIFF HAS BEEN ADVISED THAT HE HAS UP TO TWENTY-ONE (21) CALENDAR DAYS FROM THE DATE OF RECEIPT TO CONSIDER THIS NEGOTIATED SETTLEMENT AGREEMENT AND GENERAL RELEASE. PLAINTIFF IS REPRESENTED BY COUNSEL AND HAS BEEN ADVISED IN WRITING TO CONSULT WITH HIS EXISTING COUNSEL, OR AN ATTORNEY OF HIS CHOOSING, PRIOR TO EXECUTION OF THIS NEGOTIATED SETTLEMENT AGREEMENT AND GENERAL RELEASE.

PLAINTIFF MAY REVOKE THIS AGREEMENT AND GENERAL RELEASE FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DAY PLAINTIFF SIGNS THIS AGREEMENT AND GENERAL RELEASE. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING, TO CHIEF OF POLICE CHRISTOPHER LEAHY. AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF OUR AGREEMENT AND GENERAL RELEASE." THE

REVOCATION MUST BE PERSONALLY DELIVERED TO CHRISTOPHER LEAHY OR HIS DESIGNEE, OR MAILED TO CHRISTOPHER LEAHY, AND POSTMARKED WITHIN SEVEN (7) CALENDAR DAYS AFTER PLAINTIFF SIGNS THIS AGREEMENT AND GENERAL RELEASE.

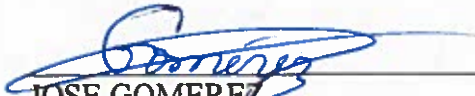
PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT AND GENERAL RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS HE HAS OR MIGHT HAVE AGAINST RELEASEES. UPON EXECUTION, THIS AGREEMENT IS NOT VOIDABLE BY EITHER PARTY, EXCEPT AS REQUIRED BY LAW.

PLAINTIFF AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL UP TO TWENTY-ONE (21) CALENDAR DAY CONSIDERATION PERIOD.

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

Dated: __November 20, 2018

By:


JOSE GOMEREZ

THE VILLAGE OF MAMARONECK

Dated: _____, 2018

By:

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
JOSE GOMEREZ,

Plaintiff,

-against-

VILLAGE OF MAMARONECK, THE POLICE
DEPARTMENT OF THE VILLAGE OF
MAMARONECK, NORMAN ROSENBLUM as
MAYOR OF THE VILLAGE OF MAMARONECK,
LOUIS N. SANTORO as DEPUTY MAYOR OF THE
VILLAGE OF MAMARONECK, VICTOR TAFUR as
TRUSTEE of the VILLAGE OF MAMARONECK,
KEITH WAITT as TRUSTEE of the VILLAGE OF
MAMARONECK, LEON POTOK as TRUSTEE of the
VILLAGE OF MAMARONECK, CHRISTOPHER
LEAHY as CHIEF of the POLICE DEPARTMENT of
the VILLAGE OF MAMARONECK, and DOMINICK
FALCONE as LIEUTENANT of the POLICE
DEPARTMENT of the VILLAGE OF MAMARONECK,

Defendants.
-----X

Case No. 18-cv-00196 (VB)

GENERAL RELEASE

JOSE GOMEREZ, as "RELEASOR," for and in consideration of the monies paid to him, and the other promises made to him by or on behalf of Defendants Village of Mamaroneck, The Police Department of The Village of Mamaroneck, Norman Rosenblum as Mayor of The Village of Mamaroneck, Louis N. Santoro as Deputy Mayor of The Village of Mamaroneck, Victor Tafur as Trustee of The Village of Mamaroneck, Keith Waitt as Trustee of The Village of Mamaroneck, Leon Potok as Trustee of The Village of Mamaroneck, Christopher Leahy as Chief of The Police Department of The Village of Mamaroneck, and Dominick Falcone as Lieutenant of The Police Department of The Village of Mamaroneck, their current and former affiliates, subsidiaries, divisions, successors and assigns (hereinafter "RELEASED ENTITIES"), and the Released Entities' current and former officers, executives, directors, board members, employees, representatives, administrators, fiduciaries, agents, attorneys, insurers, including Travelers Indemnity Company, employee benefit programs (and the trustees, administrators, fiduciaries and insurers of any such programs), collectively referred to as "RELEASEES," as set forth in the Negotiated Settlement Agreement resolving the above captioned action, releases and forever discharges the RELEASEES from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, bonuses, controversies, agreements, promises, judgments, obligations, grievances, claims, charges,

complaints and demands whatsoever, in law or equity, including but not limited to all claims stated in the Complaint and/or during discovery in the above-captioned action, and all claims related to RELEASOR'S employment with Defendant The Village of Mamaroneck, whether known or unknown, asserted or unasserted, which against the RELEASEES, the RELEASOR, the RELEASOR'S heirs, executors, spouse, administrators, successors and/or assigns, may now have or hereafter can, shall, may have or may have had, for, upon or by reason of any matter, cause or thing whatsoever, including, but not limited to, claims arising under or pursuant to the United States Constitution, Sections 1981 through 1988 of Title 42 of the United States Code, 42 U.S.C. §§ 1981-1988; the Fair Labor Standards Act; the National Labor Relations Act, 29 U.S.C. § 151 et seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended; the Civil Rights Act of 1991, Pub. L. No. 102-166; the Equal Pay Act of 1963, 29 U.S.C. § 206(d); the Vocational Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq., as amended; the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.; the Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. § 1161 et seq.; the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq.; the New York State Constitution and Amendments thereto; the New York State Human Rights Law, New York Executive Law, Art. 15 § 290 et seq.; the New York Equal Pay Law, N.Y. Labor Law §§ 194-198 et seq.; the New York Minimum Wage Law, as amended; N.Y. Labor Law, Art. 19, § 651 et seq.; the New York Occupational Safety and Health Laws; the New York Workers' Compensation Laws; the New York Non-Discrimination for Legal Activities Law, N.Y. Labor Law, § 201-d; the New York Whistleblower Law, N.Y. Labor Law, § 740 et seq.; New York State Labor Law § 193; the Westchester County Human Rights Law; and any and all health, welfare, pension and/or other benefit plans or programs of RELEASEES, including but not limited to claims of disability benefits and/or severance pay, and/or any other federal, state or local human rights, civil rights, wage-hour, wage-payment, pension, labor or other laws, rules and/or regulations, constitutions, ordinances, public policies, contracts (whether oral or written, express or implied) or tort laws, or any other claims arising under any collective bargaining agreement, policy or procedure of RELEASEES, or under common law, including but not limited to any claim for emotional distress or physical injury, or any claim for costs, fees, or other expenses including attorneys' fees incurred in this matter or any other action based upon any conduct occurring up to and including the date of the execution of this General Release, except as expressly provided for in the Negotiated Settlement Agreement. However, nothing in this GENERAL RELEASE will prohibit RELEASOR from instituting legal proceedings to enforce the terms of the Parties' Negotiated Settlement Agreement. RELEASOR understands this General Release includes all claims related in any manner to RELEASOR's employment or the cessation of that employment with Defendant The Village of Mamaroneck. If any claim is not subject to release, to the extent permitted by law, RELEASOR 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 Defendants or any other Releasee identified in this General Release is a party;

RELEASOR hereby confirms that he has been afforded up to twenty-one (21) calendar days to consider the Parties' Negotiated Settlement Agreement and this General Release, and has been advised in writing to consult with an attorney of RELEASOR'S choosing

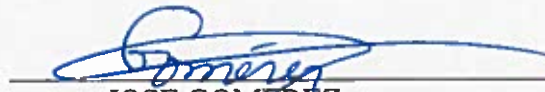
prior to executing the Negotiated Settlement Agreement and this General Release. RELEASOR may revoke the accompanying Settlement Agreement and this General Release for a period of seven (7) calendar days following the day RELEASOR signs the accompanying Settlement Agreement and this General Release. Any revocation within this period must be submitted, in writing to Chief of Police Christopher Leahy, and state, "I hereby revoke my acceptance of our agreement and general release." This revocation must be personally delivered to Christopher Leahy or his designee, or mailed to Christopher Leahy, and postmarked within seven (7) calendar days after the day RELEASOR sign this General Release and the accompanying Settlement Agreement.

RELEASOR agrees that any modifications, material or otherwise, made to this General Release or the accompanying Settlement Agreement, do not restart or affect in any manner the original up to twenty-one (21) calendar day consideration period.

Having elected to execute the Negotiated Settlement Agreement and this General Release, to fulfill the promises set forth herein which pertain to RELEASOR, and to receive thereby the consideration set forth therein, RELEASOR freely and knowingly, and after due consideration and consultation with his counsel, voluntarily enters into this General Release, intending to waive, settle and release any and all claims RELEASOR has or might have against the RELEASEES.


This GENERAL RELEASE may only be changed by the mutual written agreement of the RELEASOR and the RELEASEES.

IN WITNESS WHEREOF, the RELEASOR has hereunto set his hand and seal on this 20th day of November 2018.


JOSE GOMEREZ

STATE OF NEW YORK)
) ss:
COUNTY OF WESTCHESTER)

On November 20, 2018 before me personally came JOSE GOMEREZ and acknowledged that he has read the foregoing General Release and fully understood its terms and conditions, and executed the same as his free act and deed as the RELEASOR.


Notary Public

LINDA M. CRONIN
Notary Public, State of New York
No. 02CR5013389
Qualified in Nassau County
Commission Expires 08/22/ 19

EXHIBIT B

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
JOSE GOMEREZ,

Plaintiff,

-against-

VILLAGE OF MAMARONECK, THE POLICE
DEPARTMENT OF THE VILLAGE OF
MAMARONECK, NORMAN ROSENBLUM as
MAYOR OF THE VILLAGE OF MAMARONECK,
LOUIS N. SANTORO as DEPUTY MAYOR OF THE
VILLAGE OF MAMARONECK, VICTOR TAFUR as
TRUSTEE of the VILLAGE OF MAMARONECK,
KEITH WAITT as TRUSTEE of the VILLAGE OF
MAMARONECK, LEON POTOK as TRUSTEE of the
VILLAGE OF MAMARONECK, CHRISTOPHER
LEAHY as CHIEF of the POLICE DEPARTMENT of
the VILLAGE OF MAMARONECK, and DOMINICK
FALCONE as LIEUTENANT of the POLICE
DEPARTMENT of the VILLAGE OF MAMARONECK,

Defendants.
-----X

Case No. 18-cv-00196 (VB)

STIPULATION OF FINAL DISMISSAL WITH PREJUDICE

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff and Defendants, through their respective undersigned counsel, that the above-captioned action be dismissed in its entirety, with prejudice, and with no award of attorneys' fees, costs or disbursements by the Court to any party.

CRON IN & BYCZEK, LLP
707 Westchester Avenue, Suite 411
White Plains, New York 10604
Attorneys for Plaintiff

JACKSON LEWIS P.C.
44 South Broadway, 14th Floor
White Plains, New York 10601
Attorneys for Defendants

By: 

Linda M. Cronin

By: _____

Michael A. Frankel
John D. Bryan

Dated: November 20, 2018

Dated: _____