

SETTLEMENT, WITHDRAWAL, RELEASE, AND WAIVER AGREEMENT

1. This Settlement, Withdrawal, Release, and Waiver Agreement (hereinafter "Agreement") is entered into this ____ day of July, 2013 between MATTHEW DICEMBRI, on his behalf and on behalf of his heirs, executors, administrators, attorneys, successors, assigns, agents and representatives (hereinafter referred to as "Plaintiff") and the VILLAGE OF GOSHEN (the "Village"), its past and present board of trustees, administrators, officials, employees, attorneys, insurers, agents and assigns, including, but not limited to, KYLE RODDEY, EDWARD CHAR, RORY K. BRADY, PETER SMITH, H.M. STEWART, and JAMES WATT (hereinafter collectively referred to as "Defendants"), in settlement of any and all disputes between Plaintiff and Defendants.

2. This settlement includes, but is not limited to, all known claims for relief in any form; any and all claims for equitable relief; and any and all claims for compensatory, punitive, liquidated, and other damages or monies, arising from any and all actions whatsoever, including any and all claims based on any and all civil rights, employment discrimination, common law, breach of contract, and tort claims in any form under any federal, state, or local statute, law, rule, regulation, or common law and all claims for attorney's fees, expenses and costs.

3. It is expressly understood that this Agreement is being entered into by Defendants for the purpose of avoiding further expense in connection with litigating the above-mentioned claims, whether asserted or unasserted, that Plaintiff has or could have against Defendants. Further, this Agreement and the settlement it represents does not constitute an admission by Defendants of any violation of any federal, state or local law; of the breach of any duty whatsoever, whether based upon statute, common law, contract, or otherwise; or that Plaintiff has suffered any damages.

4. In consideration for Plaintiff's representations, obligations, and releases contained in this Agreement, the Village will provide Plaintiff's counsel with a settlement check in the amount of Two Hundred Thousand Dollars and No Cents (\$200,000.00). The settlement check will be made payable to "Jonathan Lovett, as attorney for Matthew Dicembri," and remitted within 21 days of a fully executed copy of this Agreement.

5. Plaintiff shall be solely responsible for the payment of all taxes owed by him, if any, on account of the payment required by Section 4, above, and shall defend and indemnify Defendants from any and all expenses that may be incurred by Defendants due to any failure by Plaintiff to pay any taxes owed. Plaintiff expressly agrees that, should any taxing authority or other governmental agency request information concerning the payments made to the Plaintiff under this Agreement or render any assessment, decision, ruling or order concerning the payment under this Agreement, Plaintiff will notify Defendants prior to responding to, and within five (5) days of, receiving such request, assessment, decision, ruling or order. Such notice shall be made in writing and delivered to the Village Clerk personally or sent by registered or certified mail, return receipt requested, or recognized overnight courier service (e.g., FedEx, UPS).

6. On July 1, 2013, the Village reinstated Plaintiff to its payroll as a police officer for the Village of Goshen Police Department. Plaintiff agrees to issue a written letter of resignation to the Village within three business days of executing this agreement. The letter shall list Plaintiff's resignation as being effective December 1, 2013. Plaintiff will remain on the Village payroll until December 1, 2013. Plaintiff will continue to receive his medical and dental benefits while on the Village's payroll.

7. In consideration of the representations and obligations described in the above paragraphs, Plaintiff releases and forever discharges Defendants from all debts, obligations,

promises, covenants, agreements, contracts, endorsements, bonds, controversies, suits, causes of action, judgments, damages, expenses, claims or demands, whatsoever, in law or in equity, which Plaintiff ever had, now has, or which may arise in the future regarding any matter arising from the beginning of the world to the date this Agreement is executed by the parties, including, but not limited to, all claims (whether known or unknown) for relief in any form; any and all claims for back pay or lost wages; any and all claims for equitable relief; and any and all claims for compensatory, punitive, liquidated, and other damages or monies, arising from any and all actions whatsoever, including but not limited to any and all claims based on any and all torts, negligence, or employment discrimination, which includes, but are not limited to, any and all claims arising out of or relating to Plaintiff's employment with the Village; any and all claims pertaining to a March 16, 2012 Stipulation of Agreement between Plaintiff and the Village; any and all claims of or based upon discrimination, harassment, or retaliation, or violations of equal protection, due process or free speech; any other claim, asserted or unasserted, under the United States Constitution and all of its Amendments; the United States Code, including but not limited to 42 U.S.C. §§ 1981, 1983, 1985, and 1988; Title VII of the Civil Rights Act of 1964 ("Title VII"); the Americans with Disabilities Act ("ADA"); the New York State Constitution; the New York State Human Rights Law; the New York State Executive Law; breach of contract; common law; and all other federal, state and local laws, regulations and ordinances.

8. In connection with this Agreement, Plaintiff specifically agrees to withdraw, discontinue and dismiss with prejudice the action brought in the U.S. District Court for the Southern District of New York, captioned *Dicembri v. Roddey, et al.*, Docket No. 12-CV-09267 (CS), (hereinafter the "Federal Action"). Counsel for the parties herein shall execute a separate

Stipulation of Dismissal, with prejudice, for the Federal Court action upon the signing of this agreement, which shall then be filed with the Clerk of the Court.

9. Plaintiff's reinstatement to the Village payroll, as referred to above in paragraph 6, is not to be interpreted as a restoration of Plaintiff to full, active duty as a Village police officer, and Plaintiff will not seek or claim to be restored to full, active duty at any time. Plaintiff will not be returned to full, active duty, or issued his Village of Goshen police badge, I.D., weapon, or any other equipment.

10. Plaintiff will be permitted to clean out his locker at the police department under the supervision of an active police officer appointed by the police department to oversee the task.

11. By signing this Agreement, Plaintiff represents that he is not subject to any Medicare or Medicaid liens.

12. The terms of this Agreement, including all facts, circumstances, statements and documents relating hereto, shall not be admissible or submitted as evidence in any litigation in any forum for any purpose other than to secure enforcement of the terms and conditions of this Agreement.

13. By signing this Agreement, Plaintiff acknowledges and agrees that he was fully and fairly represented by counsel in connection with the review, negotiation and signing of this Agreement; he has carefully read and understand the terms of this Agreement, all of which have been fully explained to him; he has signed this Agreement freely and voluntarily and without duress or coercion and with full knowledge of its significance and consequences and of the rights relinquished, surrendered, released and discharged hereunder; the only consideration for signing this Agreement are the terms stated herein and no other promise, agreement or representation of any kind has been made to him by any person or entity whatsoever to cause him to sign this

Agreement; and he may rescind this Agreement at any time during the period of seven (7) calendar days following the date of his execution of this Agreement by delivering such written revocation to SOKOLOFF STERN LLP, attorneys for Defendants, 179 Westbury Avenue, Carle Place, New York 11514. If such seven (7) day revocation period expires without Plaintiff revoking his rights, the obligations of this Agreement will then become fully effective.

14. If any of the provisions, terms or clauses of this Agreement is declared illegal, unenforceable or ineffective in a legal forum, those provisions, terms and clauses shall be deemed severable such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon all parties. The failure of Defendants to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of the Agreement.

15. This Agreement sets forth the entire agreement between Plaintiff and Defendants, and supersedes any and all prior oral and/or written agreements between them, including but not limited to the March 16, 2012 Stipulation of Agreement. This Agreement may not be altered, amended, or modified except by a further writing signed by all the parties to this Agreement.

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16. This Agreement, with all of its terms and conditions, shall not be binding until fully executed by Plaintiff and the Village.

Dated: Carle Place, New York
July _____, 2013

MATTHEW DECEMBRI

On July _____, 2013 before me personally came MATTHEW DICEMBRI to me known, and known to me to be the individual described in, and who executed the foregoing Agreement, and duly acknowledged to me that he executed the same.

NOTARY PUBLIC

VILLAGE OF GOSHEN
BY: KYLE RODDEY, MAYOR

On July _____, 2013 before me personally came KYLE RODDEY to me known, and known to me to be the individual described in, and who executed the foregoing Agreement, and duly acknowledged to me that he executed the same.

NOTARY PUBLIC