

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

x

PETER ZUCKER,

Plaintiff,

— against —

**SETTLEMENT
AGREEMENT**

Index No. 157549/14

CITY OF NEW YORK; NEW YORK CITY
DEPARTMENT OF EDUCATION; DR. ALISON
COVIELLO, PRINCIPAL OF P.S.154, IN HER
OFFICIAL AND INDIVIDUAL CAPACITY;
YOLANDA TORRES, SUPERINTENDENT OF
DISTRICT 7; MICHAEL AGONA, CONSULTANT
TO NEW YORK CITY DEPARTMENT OF
EDUCATION,

Defendants.

x

WHEREAS, plaintiff PETER ZUCKER ("plaintiff") commenced an action in the Supreme Court of the State of New York, County of New York, Index No. 157549/14, alleging causes of action sounding in tort, contract, age discrimination and retaliation;

WHEREAS, defendants CITY OF NEW YORK ("CITY"), NEW YORK CITY DEPARTMENT OF EDUCATION ("DOE"), DR. ALISON COVIELLO ("COVIELLO"), and YOLANDA TORRES ("TORRES") (collectively the "City Defendants") deny the truth of plaintiff's allegations and any and all liability arising out of plaintiff's allegations;

WHEREAS, the parties now desire to resolve the issues raised in this action without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. This action is settled and hereby dismissed with prejudice as to all defendants except defendant Michael Agona, and a stipulation of discontinuance and dismissal with prejudice in the form annexed hereto as Exhibit A shall be executed by the parties hereto and may be filed with the Court without further notice or process.

2. Plaintiff agrees to the discontinuance and dismissal with prejudice of any and all rights of action or claims against the City Defendants in the above-captioned action and to release and discharge the City Defendants, their successors or assigns, and all present or former officials, employees, representatives and agents of the City or DOE, any or all of them, their successors or assigns (collectively, the "Released Parties") from any and all claims, liabilities and/or causes of action which plaintiff has or may have against any of the Released Parties based on any act, omission, event or occurrence occurring from the beginning of the world up through and including the date of the execution of this agreement, including, but not limited to, any and all claims which were or could have been alleged by plaintiff in this action, including all claims for attorneys' fees and costs incurred by plaintiff in this action.

3. Plaintiff will execute and deliver to the City Defendants' attorney all documents necessary to effect this settlement, including, without limitation, a stipulation of dismissal and discontinuance of this action, annexed hereto as Exhibit A, a General Release, annexed hereto as Exhibit B, an Affidavit Concerning Liens, annexed hereto as Exhibit C, and plaintiff and his attorney shall execute and deliver substitute Forms W-9, annexed hereto as Exhibit D.

4. In consideration for the foregoing, the City of New York hereby agrees to pay plaintiff the ~~gross~~ total sum of twenty thousand dollars (\$20,000.00), less all ~~applicable~~ ~~deductions and withholdings~~ ("the Settlement Amount"), in full satisfaction of all claims that

were or could have been alleged in the this action against the Released Parties. The Settlement Amount constitutes the entire amount of the settlement of this action, including, but not limited to, any alleged damages, costs, fees, or attorneys' fees, and any claims for costs or disbursements that plaintiff sought or could have sought against the Released Parties. Plaintiff waives any and all rights to any additional amounts from the Released Parties. The Settlement Amount will be paid by check payable to Bryan Glass, Esq., as attorney for Peter Zucker, and delivered to 100 Church Street, 8th Floor, New York, New York 10007.

5. ^{Site 8090} Nothing contained herein shall be deemed to be an admission by any of the Released Parties that any of the Released Parties or anyone else has in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York, or any other rules, regulations or bylaws of the City, or any rules, regulations, or bylaws of any department, agency, subdivision, or unit of the City of New York or DOE. This Agreement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except that this Agreement may be used by any party hereto in connection with any subsequent action or proceeding relating to enforcement of this Agreement.

6. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any of its agencies or the DOE.

7. This Agreement may be executed in one or more counterparts (including multiple signature pages), each of which shall be deemed an original and all of which shall be deemed one instrument. Facsimile and photocopy signatures shall be binding and effective and shall have the same force and effect as original signatures.

8. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Agreement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
October 16, 2016

GLASS KRAKOWER
Attorneys for Plaintiff
100 Church Street, 8th Floor
New York, New York 10007
(212) 537-6859

ZACHARY W. CARTER
Corporation Counsel of the
City of New York
Attorney for City Defendants
100 Church Street
New York, New York 10007
(212) 356-2630

By: _____


Bryan Glass

By: _____


Lawrence J. Profeta

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

PETER ZUCKER,

Plaintiff,

- against -

CITY OF NEW YORK; NEW YORK CITY
DEPARTMENT OF EDUCATION; DR. ALISON
COVIELLO, PRINCIPAL OF P.S.154, IN HER
OFFICIAL AND INDIVIDUAL CAPACITY;
YOLANDA TORRES, SUPERINTENDENT OF
DISTRICT 7; MICHAEL AGONA, CONSULTANT
TO NEW YORK CITY DEPARTMENT OF
EDUCATION,

Defendants.

**STIPULATION OF
DISMISSAL AND
DISCONTINUANCE
OF ACTION WITH
PREJUDICE**

Index No. 157549/14

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WHEREAS, Plaintiff, PETER ZUCKER, commenced this action by filing a summons and complaint in the Supreme Court of the State of New York, County of New York, on or about July 31, 2014; and

WHEREAS, plaintiff and defendants CITY OF NEW YORK ("CITY"), NEW YORK CITY DEPARTMENT OF EDUCATION ("DOE"), DR. ALISON COVIELLO ("COVIELLO"), and YOLANDA TORRES ("TORRES") (collectively the "City Defendants") now desire to resolve the issues raised in this action against the City Defendants, without further proceedings and without admitting any fault or liability;

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

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between plaintiff and the City Defendants as represented below, as follows:

1. Plaintiff hereby withdraws, with prejudice, all claims he has asserted against the City Defendants in this action, *(cost including Michael Agona)* and all claims asserted against the City Defendants are hereby dismissed with prejudice;

2 The above-referenced action is hereby withdrawn, discontinued, and dismissed with prejudice as against the City Defendants, *(not including Michael Agona)* without costs, expenses, or fees to any party, and an order to that effect may be entered without further notice.

Dated: New York, New York
October 16, 2016

GLASS KRAKOWER
Attorneys for Plaintiff
100 Church Street, 8th Floor
New York, New York 10007
(212) 537-6859

ZACHARY W. CARTER
Corporation Counsel of the
City of New York
Attorney for City Defendants
100 Church Street
New York, New York 10007
(212) 356-2630

By: _____

Bryan Glass
Bryan Glass

By: _____

Lawrence J. Profeta
Lawrence J. Profeta

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

PETER ZUCKER,

Plaintiff,

– against –

CITY OF NEW YORK; NEW YORK CITY
DEPARTMENT OF EDUCATION; DR. ALISON
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DISTRICT 7; MICHAEL AGONA, CONSULTANT
TO NEW YORK CITY DEPARTMENT OF
EDUCATION,

Defendants.

STIPULATION OF DISMISSAL AND
VOLUNTARY DISCONTINUANCE

ZACHARY W. CARTER

Corporation Counsel of the City of New York
Attorney for City Defendants
100 Church Street, Room 2-118
New York, New York 10007

Due and timely service is hereby admitted.

Dated: New York, N.Y.

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Signed:

Attorney for