

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

G. DORIS MYERS,

Plaintiff,

**STIPULATION OF
SETTLEMENT
08-CV-6141 (MAT)**

vs.

**THE STATE OF NEW YORK,
THE STATE OF NEW YORK DEPARTMENT
OF CORRECTIONAL SERVICES,
WILLARD DRUG TREATMENT CAMPUS,
and MICHAEL COBB,**

Defendants.

WHEREAS, plaintiff, G. Doris Myers, filed a complaint on or about March 28, 2008, alleging *inter alia*, that defendants, the New York State Department of Correctional Services and Michael Cobb, discriminated and retaliated against her in violation of Title VII, 42 U.S.C. §2000e, *et seq.* and 42 U.S.C. §1983, respectively; and

WHEREAS, defendants answered the complaint and denied all allegations of discrimination and retaliation; and

WHEREAS, the parties are interested in resolving the issues alleged in the complaint in the above-captioned action (“Action”), and have negotiated in good faith for that purpose; and

WHEREAS, none of the parties to the Action is an infant or incompetent person; and

WHEREAS, the parties to the Action are desirous of discontinuing this litigation without the need for trial and without admitting any wrongdoing on the part of defendants;

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the parties and/or their respective counsel as follows:

1. The parties hereby agree that the Action is dismissed and discontinued with prejudice.
2. Defendants shall pay to plaintiff the sum of \$333,333.00, in full satisfaction of any and all claims for relief and any claims in this Action for attorneys' fees, costs and disbursements. Defendant Michael Cobb will contribute personally \$333.33 toward the damages. This amount is to be inclusive of all claims for damages, fees and costs, including attorneys' fees.
3. The \$333,333.00 check in payment of the above recited sum shall be drawn to the order of the plaintiff's attorney and mailed to the plaintiff's attorney as listed below. Upon receipt thereof, the plaintiff's attorney shall deduct therefrom any and all sums due and owing for costs, disbursements and legal fees and forward the balance to plaintiff.
4. In consideration of the payment of the sum recited in paragraph #2 above, the plaintiff, G. Doris Myers, hereby releases and discharges each of the defendants and any and all current or former employees or agents of New York State or the New York State Department of Correctional Services, in their individual and official capacities, and their heirs, executors, administrators and assigns, and the State of New York and its agencies, including, without limitation, the New York State Department of Correctional

Services, from any and all claims, liabilities and causes of action asserted in, or which could have been asserted in, this Action, or which relate to or arise out of this Action or any of the incidents alleged in the complaint herein.

5. Nothing in this Stipulation of Settlement shall be construed as an admission or acknowledgment of liability whatsoever by any of the defendant Cobb or the New York State Department of Correctional Services regarding any of the allegations made by the plaintiff in her complaint.

6. Payment of the amounts recited in paragraph #2 above is subject to the approval of all appropriate New York State officials in accordance with the provisions for indemnification under Section 17 of the New York Public Officers Law. Plaintiff and plaintiff's counsel agree to execute and deliver to counsel for defendants all necessary or appropriate vouchers and other documents requested with respect to such payment.

7. Subject to the provisions of the foregoing paragraphs, in the event payments of the amounts recited in paragraph #2 above are not made within one hundred and twenty (120) days after the receipt by defendants' counsel from plaintiff of a copy of the fully executed So-ordered Stipulation of Settlement as entered by the Court, interest shall accrue on the outstanding principal balance at the rate set forth in 28 U.S.C. § 1961 beginning on the one hundred and twenty-first day after receipt by defendants' counsel of a copy of the fully executed So-ordered Stipulation of Settlement.

8. This Stipulation of Settlement and any Order entered thereon shall have no precedential value or effect whatsoever and shall not be admissible in any other action or proceeding as evidence or for any other purpose, except in an action or proceeding to enforce this Stipulation of Settlement.

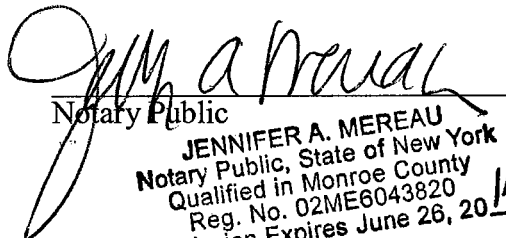
9. This Stipulation of Settlement and Order of Dismissal embodies the entire agreement of the parties in this matter and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceedings, shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: Sept, NY
~~August~~ 30, 2010

Plaintiff


G. Doris Myers

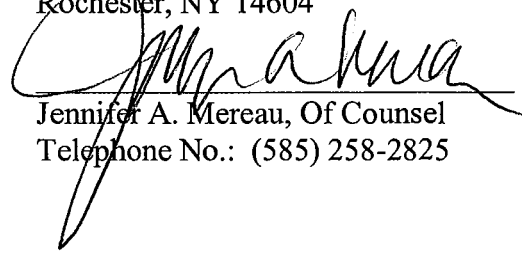
Sworn to before me September, 2010
this 30 day of ~~August~~, 2010


Notary Public
JENNIFER A. MEREAU
Notary Public, State of New York
Qualified in Monroe County
Reg. No. 02ME6043820
Commission Expires June 26, 2014

Dated: Rochester, NY
~~August~~ __, 2010
September 30,

UNDERBERG & KESSLER LLP

Attorneys for Plaintiff
300 Bausch & Lomb Place
Rochester, NY 14604


Jennifer A. Mereau, Of Counsel
Telephone No.: (585) 258-2825

Dated: __, NY
August __, 2010

Defendant

Dated: , NY
August 31, 2010

Defendant
Michael A Cobb

Michael Cobb

Sworn to before me
this 31st day of August, 2010

Lorraine S. Barber
Notary Public

LORRAINE S BARBER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BA6172983
Qualified in Chemung County
My Commission Expires August 20, 2011

Dated: Buffalo, New York
August 24, 2010

ANDREW M. CUOMO
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State of New York
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350 Main Street
Buffalo, New York 14202

Kim S. Murphy
Kim S. Murphy
Assistant Attorney General
Of Counsel
Telephone No.: (716) 853-8477

Sworn to before me
this 24 day of August, 2010

Notary Public
George M. Zimmermann
GEORGE M. ZIMMERMANN
Notary Public, State of New York
Qualified in Erie County
My Commission Expires February 6, 1999 2011