

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release is made and entered into as of the \_\_\_ day of October, 2013 by PASTOR DONALD HAVRILLA, MARIE ANTOINETTE FAVILLA, JAMES R. BOYD IV, RICHARD A. MORABITO and PATRICK IMPELLI (hereinafter "Releasors") and TOWN OF SOUTHAMPTON, ROBERT PEARCE in His Official Capacity as SOUTHAMPTON TOWN Chief of Police, ANNA THRONE-HOLST in Her Official Capacity as SOUTHAMPTON TOWN Supervisor, INCORPORATED VILLAGE OF SOUTHAMPTON, MARK EPLEY in His Official Capacity as VILLAGE OF SOUTHAMPTON Mayor, and THOMAS M. CUMMINGS in His Official Capacity as SOUTHAMPTON VILLAGE Chief of Police (hereinafter "Releasees"). The purpose of this Agreement is to set forth the terms by which the above-mentioned Releasors agree to resolve all disputes with Releasees, and to terminate the pending litigation which is captioned as follows:

*Pastor Donald Havrilla, Marie Antoinette Favilla, James R. Boyd IV, Joseph J. Collins, Richard A. Morabito and Patrick Impelli v. Town of Southampton, Robert Pearce in his Official Capacity as Southampton Town Chief of Police, Anna Throne-Holst in her Official Capacity as Southampton Town Supervisor, Incorporated Village Of Southampton, Mark Epley in his Official Capacity as Village of Southampton Mayor, and Thomas M. Cummings in his Official Capacity as Southampton Village Chief of Police, Docket number CV 12 6085 (JFB)(ARL) venued in the United States District Court in the Eastern District of New York, Central Islip.*

In the aforementioned litigation, plaintiffs contend and have alleged the following in the Complaint: On July 26, 2011, the date of the first day of legalized "Same Sex Marriage" in New York, Plaintiffs were denied their First Amendment Right to assemble on the steps of the Southampton Town Hall, a traditional public forum, by a Southampton Town Police officer, the same steps on which other groups such as the Southampton PBA, and the Southampton Anti-Bias Committee and the NAACP had gathered in groups of approximately forty or more

individuals, who were permitted to gather in the exercise of their First Amendment Rights; the Releasers were denied access to the Steps of the Town Hall by the police officer under the authority of the Town "Anti-bias" law, resolution 2008-205; the Releasers were then ordered by the police officer to gather at the area around the "Flag pole" that he described as the "Free Speech Zone"; after obeying the police officer the group entered the Town Hall and were "ordered" to leave the building by the same police officer; as the Releasers were obediently leaving the building, one of their number tried to reenter the Town Hall and was refused entry by a uniformed Village Police Officer.

The Releasers and Releasees agree to the following conditions in complete settlement of any and all of the claims, in the aforementioned matter.

1) a) The Releasers agree to settle this matter in accordance with the terms of this agreement, under which Releasers do not seek and shall not be paid any money in damages. The Releasees agree to pay the Releasers' attorney fees and costs of Forty Thousand (\$40,000.00) Dollars, in full and final settlement of any and all claims made by Releasers in the captioned matter. The settlement proceeds herein shall be paid by the Town on behalf of all defendants.

b) The Releasees agree to repeal, by Board Resolution, Town Resolution 2008-205, at or before the scheduled Town Board meeting of October 8, 2013;

c) The Releasees shall, within thirty (30) days of the signing of this agreement, remove all signage on Town property which makes reference to "bias free zones" thereon.

2) For and in consideration of the conditions set forth above, and for other good and valuable consideration, the Releasers hereby waive, release and forever discharge Releasees, TOWN OF SOUTHAMPTON, ROBERT PEARCE in His Official Capacity as SOUTHAMPTON TOWN Chief of Police, ANNA THRONE-HOLST in Her Official Capacity

as SOUTHAMPTON TOWN Supervisor, INCORPORATED VILLAGE OF SOUTHAMPTON, MARK EPLEY in His Official Capacity as VILLAGE OF SOUTHAMPTON Mayor, and THOMAS M. CUMMINGS in His Official Capacity as SOUTHAMPTON VILLAGE Chief of Police, any past, present and future employees, Releasees' attorneys, insurers, representatives and agents in their official and individual capacities, heirs, executors, administrators, successors, and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extends, executions, claims and demands, against the Releasees, arising from any alleged and/or substantiated deprivations of their constitutional rights on July 26, 2011 and July 26, 2012, as well as any prior act or omission causing or contributing to such constitutional rights deprivations on those dates pursuant to Sections 1981 through 1988 of Title 42 of the United States Code as amended, all claims for attorneys' fees pursuant to 42 U.S.C. § 1988, the United States Constitution or the New York State Constitution, which were or could have been alleged up until the date of execution of this Agreement, against Releasees arising from any alleged and/or substantiated deprivations of Releasers' constitutional rights on July 26, 2011 and July 26, 2012, as well as any prior act or omission causing or contributing to such constitutional rights deprivations on those dates whether known or unknown, unforeseen, unanticipated, unsuspected, or latent which they, their heirs, executors administrators, successors and assigns ever had, now have or hereafter can, shall or may have for, upon or by reason of any alleged and/or substantiated deprivations of Releasers' constitutional rights on July 26, 2011 and July 26, 2012, as well as any prior act or omission causing or contributing to such constitutional rights deprivations on those dates, except a claim that Releasees have failed to comply with any terms of or obligations created by this Agreement.

3) The Releasers expressly acknowledge that the payment made pursuant to this Settlement Agreement and General Release extinguishes any and all liability of the Releasees for

any payments allegedly owed to them for any action in law arising from any alleged and/or substantiated deprivations of Releasors' constitutional rights on July 26, 2011 and July 26, 2012, as well as any prior act or omission causing or contributing to such constitutional rights deprivations on those dates, including, but not limited to, any claims for physical injury, economic injury and/or emotional distress.

4) This Agreement contains the sole and the entire agreement between Releasors and the Releasees and fully supersedes any and all prior or contemporaneous agreements and understandings pertaining to the subject matter hereof. Releasors represent and acknowledge, in executing this Settlement Agreement and Release that they are competent to enter into this agreement freely and that they have been represented by counsel of their own choice, throughout the negotiations and execution of this Agreement. Releasors confirm that in executing this Agreement, they have not relied upon any representation or statement not set forth herein that may have been made by the Releasees or their counsel or representatives with regard to the subject matter of this Agreement. No other promises or agreements shall be binding unless in writing, signed by all the parties hereto, and expressly stated to be a modification of this Agreement.

5) Releasors understand and agree that the conditions and payment specified herein above is the only payment or benefit to which the Releasors are entitled under this Agreement. Releasors understand and agree that they will not seek anything further, whether monetary or otherwise, from the Releasees, or in any other proceeding, relating to anything which happened on July 26, 2011 and July 26, 2012 as well as any prior act or omission causing or contributing to such constitutional rights deprivations on those dates. Releasees shall not be responsible for any of Releasors' costs or attorneys' fees other than as such are set forth herein, and the total monetary sum to be paid by the Releasees includes any and all such costs and attorneys' fees.

6) Releasors (i) have been represented by and have consulted with legal counsel of

their choice; (ii) have been given a reasonable period within which to consider this Settlement Agreement and General Release; and (iii) understand that in executing this Settlement Agreement and General Release they are, *inter alia*, giving up any and all rights and claims which they had, or may have had in law or in equity under all federal, state, county or local statutes, laws, rules and regulations, as well as any and all claims under tort law, or which were or could have been alleged by them arising from any alleged and/or substantiated deprivations of Releasers' constitutional rights on July 26, 2011 and July 26, 2012 as well as any prior act or omission causing or contributing to violations of Releasers' constitutional rights on those dates.

7) The invalidity or unenforceability of any particular provision of this Release shall not affect the other provisions hereof, and this Release shall be construed, in all respects, as if such invalid or unenforceable provisions were omitted. The terms of this agreement are contractual in nature, and are not merely recitals, and will be governed by New York law. Releasers are not aware of any Medicare liens against them.

**IN WITNESS WHEREOF**, the undersigned, as Releasers, have executed this Settlement Agreement and Release effective as of the \_\_\_\_\_ day of October, 2013.

\_\_\_\_\_  
PASTOR DONALD HAVRILLA

DATED: \_\_\_\_\_

Sworn to before me this  
\_\_\_\_\_ day of October, 2013.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
MARIE ANTOINETTE FAVILLA

DATED: \_\_\_\_\_

Sworn to before me this  
\_\_\_\_ day of October, 2013.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
JAMES R. BOYD IV

DATED: \_\_\_\_\_

Sworn to before me this  
\_\_\_\_ day of October, 2013.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
RICHARD A. MORABITO

DATED: \_\_\_\_\_

Sworn to before me this  
\_\_\_\_ day of October, 2013.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
PATRICK IMPELLI

DATED: \_\_\_\_\_

Sworn to before me this  
\_\_\_\_ day of October, 2013.

\_\_\_\_\_  
NOTARY PUBLIC

**IN WITNESS WHEREOF**, the undersigned, on behalf of Releasees, has executed this  
Settlement Agreement and Release effective as of the \_\_\_\_ day of October, 2013.

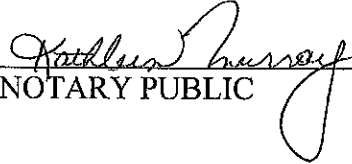
  
\_\_\_\_\_  
ROBERT PEARCE

DATED: 10/07/13

Sworn to before me this

7<sup>th</sup> day of October, 2013.

KATHLEEN MURRAY  
Notary Public, State Of New York  
No. 02MU6191879, Suffolk County  
Commission Expires August 25, 20 16

  
NOTARY PUBLIC

  
ANNA THRONE-HOLST

DATED: 100713

Sworn to before me this  
7<sup>th</sup> day of October, 2013.

**KATHLEEN MURRAY**  
Notary Public, State Of New York  
No. 02MU6191879, Suffolk County  
Commission Expires August 25, 20 16

  
NOTARY PUBLIC

DATED: \_\_\_\_\_

\_\_\_\_\_  
MARK EPLEY

Sworn to before me this  
\_\_\_\_ day of October, 2013.

\_\_\_\_\_  
NOTARY PUBLIC

DATED: \_\_\_\_\_

\_\_\_\_\_  
THOMAS M. CUMMINGS

Sworn to before me this  
\_\_\_\_ day of October, 2013.

\_\_\_\_\_  
NOTARY PUBLIC