

Litigation Meeting Agenda



Committee Chair: David Imamura

800 Michaelian Office Bldg.
148 Martine Avenue, 8th Floor
White Plains, NY 10601
www.westchesterlegislators.com

Monday, February 9, 2026

10:00 AM

Committee Room

Joint with B&A

CALL TO ORDER

Please note: Meetings of the Board of Legislators and its committees are held at the Michaelian Office Building, 148 Martine Avenue, 8th Floor, White Plains, New York, 10601, and livestreamed via the WebEx video conferencing system. Legislators may participate in person or via Webex. Members of the public may attend meetings in person at any of its locations, or view the meeting and its video recording online on the Westchester County Legislature's website: <https://westchestercountyny.legistar.com/>. This website also provides the links to documents to be discussed at a given meeting.

Legislator Colin Smith will be participating remotely from 1132 Main Street, Suite 1, Peekskill, NY 10566.

MINUTES APPROVAL

I. ITEMS FOR DISCUSSION

Organizational meeting for the 2026 legislative term:

1. Set a quorum.
2. Select Committee Vice-Chair.
3. Set a meeting date and time.
 1. [2026-23](#) ACT - Workers Comp Settlement M.S.

AN ACT authorizing the County Attorney and the Commissioner of Finance to compromise the liability of the County of Westchester and pay a reduced lump sum to a former County employee in lieu of future payments.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LITIGATION

Guest: Law Dept.: Associate County Attorney Sean Carey

2. [2026-24](#) ACT - Insurance Settlement Claims

AN ACT authorizing the County Attorney to settle the insurance claims and resulting insurance coverage dispute with Berkshire Hathaway Direct Insurance Company, f/k/a American Centennial Insurance Company ("ACIC"), for THREE HUNDRED SIX THOUSAND (\$306,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LITIGATION

Guest: Law Dept.: Senior Assistant County Attorney Mark Gardner

3. [2026-27](#) ACT - Retainer Amendment with Sheppard Mullin

AN ACT authorizing the County of Westchester to amend a retainer agreement with the law firm of Sheppard, Mullin, Richter & Hampton LLP, for the provision of outside counsel legal services in connection with a default (the "Default") by Custom Marine, Inc. ("Custom") under Department of Public Works & Transportation (the "Department") Contract No. 12-517-REV, in order to increase the authorized not-to-exceed amount of the Agreement by NINE THOUSAND (\$9,000) DOLLARS.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LITIGATION

Guest: Law Dept.: Assistant Chief Deputy County Attorney Justin Adin

4. [2026-33](#) ACT - Lawsuit Settlement of Jefferson v. Westchester County, etc.

AN ACT authorizing the County Attorney to settle the lawsuit of Syreeta L. Jefferson v. Westchester County; Archdiocese of New York; St. Cabrini Home; Missionary Sisters of the Sacred Heart of Jesus; Redemptorists of the Baltimore Province a/k/a The Redemptorists; and Does1-10, in the amount of SEVEN HUNDRED FIFTY THOUSAND (\$750,000) DOLLARS, inclusive of attorney's fees.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LITIGATION

Guests: Law Dept.: Assistant Chief Deputy County Attorney Taryn Langrin, Senior Assistant County Attorney Christine Feimer, and Assistant County Attorney Michael Callan

5. [2026-50](#) ACT - Lawsuit Settlement of Gabari v. Westchester County, et al.

AN ACT authorizing the County Attorney to settle the lawsuit of Melanie Gabari v. The County of Westchester, Jeffrey Munson, George Munson and Carol Munson in the amount of SEVEN HUNDRED FIFTY THOUSAND (\$750,000) DOLLARS, inclusive of attorney's fees.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LITIGATION

Guests: Law Dept.: Assistant Chief Deputy County Attorney Taryn Langrin; David Chen, Esq.,

Bleakley Platt

6. [2026-55](#) ACT - Lawsuit Settlement Pompey v. Westchester County

AN ACT authorizing the County Attorney to settle the lawsuit of Pompey v. Westchester County in the amount of TWO HUNDRED THOUSAND (\$200,000) DOLLARS, inclusive of all costs and attorney fees.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND LITIGATION

Guests: Law Dept.: Assistant Chief Deputy County Attorney Justin Adin; Lalit Loomba, Esq., Quinn Law Firm

II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT

Kenneth W. Jenkins
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

January 20, 2026

Westchester County Board of Legislators
800 Michaelian Office Building
148 Martine Avenue
White Plains, NY 10601

Re: Legislation authorizing the County Attorney and the Commissioner of Finance to compromise the liability of the County of Westchester and pay a reduced lump sum to a former County employee in lieu of future payments

Dear Honorable Members of the Board:

Attached for your consideration is an Act which, if approved, would authorize the County Attorney and the Commissioner of Finance to compromise the liability of the County of Westchester (the "County") to pay Workers' Compensation benefits to a former police officer in the Westchester County Department of Public Safety (the "Department"). The officer is identified herein as "M.S." Consistent with prior practice in similar cases, we have deleted the name of the employee to protect the individual's privacy. The name, of course, will be disclosed to the Board of Legislators upon request.

Pursuant to Section 32 of the New York State Workers' Compensation Law, the County is permitted to reduce the liability for ongoing benefits by paying a lump sum to the employee. When a County employee suffers a work-related injury, he or she qualifies for Workers' Compensation benefits. Once the Workers' Compensation Board issues a permanency finding, the County is obligated to make continuing payments. Pursuant to Section 32 of the New York State Workers' Compensation Law, the County is permitted to reduce its liability for ongoing benefits by paying the employee a reduced lump sum. As a result of this lump sum, future payments are eliminated and the County realizes substantial savings.

In the past, the Department of Finance, in its role as administrator of the County's Workers' Compensation Program, has negotiated, with the cooperation of the County Attorney's Office, lump-sum settlements with the attorneys for injured employees. Such settlements have been and remain subject to final approval in the interest of justice by the New York State Workers' Compensation Board.

The proposed settlement is based upon the following criteria:

1. The accepted workers' compensation claims;
2. The loss-of-use award; and
3. The settlement amount proposed by the claimant's attorney.

Michaelian Office Building
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Telephone: 914-995-3630

Fax: 914-995-3132*

*Please be advised that service by facsimile
is not accepted.



Relevant History

Accepted Workers' Compensation Claims

This matter involves four accepted workers' compensation claims:

- Claim No. 1 (PF178013; WCB No. G1871241): On March 18, 2017, M.S. arrested a physically combative, non-compliant offender. During that arrest, M.S. sustained contusions and abrasions to his forehead, left ring finger, and right hand. As of this writing, the County has paid job-injury indemnity (lost wage) and medical expenses on this claim totaling two hundred eighty-three and 30/100 dollars (\$283.30).
- Claim No. 2 (PF178079; WCB No. G2085176): On December 26, 2017, M.S. slipped on ice in the parking lot at Chauncey Square, located at 50 Stanley Avenue in Dobbs Ferry, NY 10522. In the resulting fall, M.S. injured his right shoulder and back. As of this writing, the County has paid job-injury indemnity (lost wage) and medical expenses on this claim totaling nine thousand seventy-one and 65/100 dollars (\$9,071.65).
- Claim No. 3 (PF2208007; WCB No. G2729556): On February 16, 2020, M.S. attempted to gain compliance from an emotionally disturbed person at the main building of the Westchester County Medical Center. In so attempting, M.S. fell to ground and injured his left knee. As of this writing, the County has paid job-injury indemnity (lost wage) and medical expenses on this claim totaling two hundred fifty-seven thousand seven hundred eighty-five and 01/100 dollars (\$257,785.01).
- Claim No. 4 (PF2228056; WCB No. G3355392): On August 11, 2022, M.S. accidentally discharged his duty weapon into the floor of the supervisor's locker room at Westchester County Police Headquarters. Thereafter, M.S. reported a graze wound near his right elbow, tinnitus in both ears, and—as a result of a hard step taken immediately after the unexpected discharge—an exacerbation of his preexisting hip injury. As of this writing, the County has paid job-injury indemnity (lost wage) and medical expenses on this claim totaling ninety-seven thousand seven hundred five and 70/100 dollars (\$97,705.70).

For the reader's convenience, charts tallying relevant amounts appear below:

	D/O/I	Expenses
Claim No. 1	18-Mar-17	\$ 283.30
Claim No. 2	26-Dec-17	\$ 9,071.65
Claim No. 3	16-Feb-20	\$257,785.01
Claim No. 4	11-Aug-22	\$ 97,705.70
TOTAL		\$364,845.66

PPD Award & Retirement

On April 26, 2024, the New York State and Local Retirement System approved M.S.'s application for a Performance of Duty Disability Retirement as a result of this incident. On May 9, 2024, the New York State Workers' Compensation Board awarded M.S. a permanent partial disability

("PPD") as a result of this incident in the amount of six hundred thirty-five and 95/100 dollars (\$635.95) per week for a period of two hundred fifty (250) weeks (the "PPD Award"). M.S. retired from County service that same day.

Future Expenses

Future Indemnity Expenses

The PPD Award is set to expire in 172 weeks (i.e., February 22, 2029). Given the indemnity rate (\$635.95/week), the total amount yet to be paid is one hundred nine thousand three hundred eighty three and 40/100 dollars (\$109,383.40). Reducing the undiscounted cash flow to net present value using a discount rate of 5%, the Westchester County Attorney's Office was able to calculate the PPD Award's net present value to be one hundred one thousand eighty-two and 36/100 dollars (\$101,082.36).

	Remaining Weeks	Award Rate	Total Remaining	Discount Rate	Net Present Value
PPD Award	172 Weeks	\$635.95/week	\$109,383.40	5%	\$ 101,082.36

Future Medical Expenses

Independent of the PPD Award, the County is obligated to cover M.S.'s future medical expenses related to Claim Nos. 1-4. A vendor (MSA Advocates, Inc.) hired by the County's workers' compensation fund third-party administrator (Triad Group, LLC) has estimated the County's future exposure on all four claims as totaling forty-nine thousand two hundred sixty-seven and 90/100 dollars (\$49,267.90).

	Estimated Exposure
Future Medical Expenses	\$49,267.90

Discussion of Settlement Offer

M.S.'s has agreed in principle to settle all four claims for ninety-six thousand four hundred sixty-one and 30/100 dollars (\$96,461.30). If accepted, this settlement will resolve all four claims and relieve the County from any obligation to reimburse future treatment on any of the related injuries. The County's savings pursuant to the proposed settlement are estimated to be fifty-three thousand eight hundred eighty-eight and 96/100 dollars (\$53,888.96).

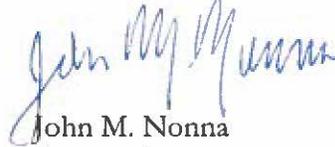
	Indemnity	Medical	TOTAL
Exposure	\$101,082.36	\$49,267.90	\$150,350.26
Proposed Settlement	\$47,193.40	\$49,267.90	\$96,461.30 ³
Proposed Savings	\$53,888.96	\$ -	\$53,888.96

³ Two side notes: First, M.S.'s original settlement demand included a round number for the indemnity piece (\$65,000.00); that figure was later reduced by the weekly indemnity payments M.S. received in the interim. Second, the U.S. Department of Health and Human Services prohibits workers' compensation carriers from realizing medical-related savings on Section 32 settlements—meaning the medical portion of such settlements often equals the carrier's estimated exposure.

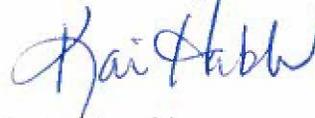
Based upon the foregoing, the County Attorney and the Commissioner of Finance request authority to compromise the liability of the County by contributing ninety-six thousand four hundred sixty-one and 30/100 dollars (\$96,461.30) toward a lump-sum settlement in full satisfaction of the County's indemnity and medical obligation in this matter.

We therefore recommend the accompanying Act.

Very truly yours,



John M. Nonna
County Attorney



Karin E. Hablow
Commissioner of Finance

JMN/KEH/stc

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act which, if enacted by your Board, would authorize the County Attorney and the Commissioner of Finance to compromise the liability of the County of Westchester (the “County”) to pay Workers’ Compensation benefits to a former County employee, identified herein as “M.S.” Consistent with prior practice in similar cases, we have deleted the name of the employee to protect the individual’s privacy. The name, of course, will be disclosed to the Board of Legislators upon request.

Pursuant to Section 32 of the New York State Workers’ Compensation Law, the County is permitted to reduce the liability for ongoing benefits by paying a lump sum to the employee. When a County employee suffers a work-related injury, he or she qualifies for Workers’ Compensation benefits. Once the Workers’ Compensation Board issues a permanency finding, the County is obligated to make continuing payments. As a result of this lump sum, future payments are eliminated and the County realizes substantial savings.

The Department of Finance, in its role as administrator of the County’s Workers’ Compensation Program, has negotiated, with the cooperation of the County Attorney’s Office, lump-sum settlements with the attorneys for injured employees. Such settlements have been and remain subject to final approval in the interest of justice by the N.Y. State Workers’ Compensation Board.

Employee:	M.S.
Department:	Public Safety
Dates of Injury:	March 18, 2017; December 26, 2017; February 16, 2020; and August 11, 2022
Injuries:	Forehead, left ring finger, right hand, right shoulder, back, left knee, right elbow, ears, hip.
Lump-Sum Settlement (Medical & Indemnity):	\$ 96,461.30

Your Committee has carefully considered the matter and recommends authorizing the County Attorney and the Commissioner of Finance to compromise the liability of the County to pay Workers’

Compensation benefits to the above-named former County employee, thereby reducing the liability for ongoing benefits by paying a lump sum to and/or for the benefit of M.S. An affirmative vote of a majority of the Board is required to pass this legislation.

Dated: White Plains, New York
January __, 2026

ACT NO. 2026

AN ACT authorizing the County Attorney and the Commissioner of Finance to compromise the liability of the County of Westchester and pay a reduced lump sum to a former County employee in lieu of future payments.

BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

1. The County Attorney and the Commissioner of Finance are hereby authorized to compromise the County's right to pay Workers' Compensation benefits to M.S., a former employee, by contributing \$ 96,461.30 towards a lump-sum settlement, thereby reducing the County's liability for ongoing benefits to and/or for the benefit of the employee.
2. The County Attorney or his designee and the Commissioner of Finance or her designee are hereby authorized to execute and deliver all documents and take such actions as the County Attorney and/or the Commissioner of Finance deem necessary or desirable to accomplish the purposes hereof.
3. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: Settlement of Workers Comp Benefits (M.S.)

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)

B) EXPENSES AND REVENUES

Total Current Year Cost \$ 96,461.30

Total Current Year Revenue \$ _____

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: 613-57-0024-4280

Potential Related Operating Budget Expenses:

Annual Amount \$ _____

Describe: _____

Potential Related Revenues:

Annual Amount \$ _____

Describe: _____

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: _____

Next Four years: _____

Prepared by: Sean T. Carey

Title: Associate County Attorney

Department: Law

Reviewed By: 

Budget Department

1/21/26

If you need more space, please attach additional sheets.



Kenneth W. Jenkins
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

January 7, 2026

Westchester County Board of Legislators
County of Westchester
800 Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Re: Request for Authorization to Settle the County's Insurance Claims with an Insurance Company in the Amount of \$306,000

Dear Honorable Members of the Board:

Attached for your consideration is an Act which if enacted by your Board, would authorize the settlement of insurance claims and the resulting insurance coverage dispute with Berkshire Hathaway Direct Insurance Company, f/k/a American Centennial Insurance Company, ("ACIC), for \$306,000.

More than forty years ago, ACIC issued to Westchester County four commercial umbrella policies - - Policy Nos. XC-00-31-02, CC-00-26-83, XC-00-88-14, and XC-00-88-65. These four commercial umbrella policies, respectively issued to the County in 1982, 1983 and 1984, eventually became the subject of a dispute and this settlement.

In November 2021, a dispute first arose between the County and ACIC with respect to whether and to what extent the foregoing policies provided coverage for certain costs and liabilities that the County had incurred, or may incur in the future, in connection with claims against the County alleging sexual abuse pursuant to New York State's Child Victims Act. Previously, the County had presented three such claims, (D. Bellamy v. County, et al, V. Lewis v. County, et al, and J. Paladino, v. County et al), to ACIC.

By letter dated November 4, 2021, ACIC denied coverage for those three claims and further denied that it had any obligation to provide coverage for any claims made by the County under the above policies. The County immediately contested the claim denials issued by Resolute. As the underlying litigation that gave rise to those three claims progressed through the courts, the County continued to challenge Resolute's claim denials in subsequent correspondence and telephone calls over the following four year period.

Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Telephone: (914) 995-2600

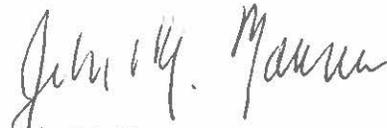
Website: westchestercountyny.gov

Of the three claims presented to ACIC by the County, (D. Bellamy, V. Lewis, and J. Paladino), the first two of these claims never reached ACIC's umbrella level of insurance coverage, but the \$5 million settlement of the Paladino case did reach that level. It was determined that the total liability of ACIC under the four policies applicable to the Paladino case was \$489,998. The ongoing dispute never became a lawsuit and continued to be negotiated.

On November 21, 2025, the County and ACIC agreed to settle the dispute for \$306,000. The latter figure represents a 62% recovery of the total sought. Most importantly, the settlement takes into consideration the uncertainty of litigation and the potential costs of a trial. The County will execute a Confidential Settlement Agreement and Mutual Release to finalize the settlement.

The accompanying Act will authorize the settlement of the insurance claims and insurance coverage dispute with ACIC for \$306,000.

Very truly yours,

A handwritten signature in black ink, appearing to read "John M. Nonna". The signature is written in a cursive style with some loops and flourishes.

John M. Nonna
County Attorney

JMN/mg

COMMITTEE ON:

ACT NO. -2026

AN ACT authorizing the County Attorney to settle the insurance claims and resulting insurance coverage dispute with Berkshire Hathaway Direct Insurance Company, f/k/a American Centennial Insurance Company, ("ACIC), for \$306,000.

BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

Section 1. The County Attorney is authorized to settle the insurance claims and resulting insurance coverage dispute with Berkshire Hathaway Direct Insurance Company, f/k/a American Centennial Insurance Company, ("ACIC), for \$306,000.

Section 2. The County Attorney or his designee is hereby authorized and empowered to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purpose of this Act.

Section 3. This Act shall take effect immediately.

FISCAL IMPACT STATEMENT

SUBJECT: Settle Insurance Claims with Insurance Company NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense _____

Total Current Year Revenue \$ 306,000

Source of Funds (check one): Current Appropriations Transfer of Existing Appropriations

Additional Appropriations Other (Revenue)

Identify Accounts: 615-59-0510-9289

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$ 306,000

Describe: Settlement of insurance claims and the resulting insurance coverage dispute

with Berkshire Hathaway Direct Insurance Company, f/k/a American Centennial Insurance

Company, (ACIC).

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: _____

Next Four Years: _____

Prepared by: Mark Medwid

Title: Associate Budget Director

Department: Budget

Date: January 8, 2026

Reviewed By: 

WMM Budget Director

Date: 1/8/26

WESTCHESTER COUNTY

Kenneth W. Jenkins
County Executive

Department of Law

John M. Nonna
County Attorney

January 26, 2026

Westchester County Board of Legislators
County of Westchester
800 Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

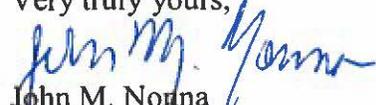
Dear Members of the Board of Legislators:

Attached for your consideration is an Act which, if approved by your Honorable Board, would authorize the County of Westchester (the "County") to amend a retainer agreement entered into on or about April 27, 2023 (the "Agreement") with the law firm of Sheppard, Mullin, Richter & Hampton LLP (the "Firm") for the provision of outside counsel legal services in connection with a default (the "Default") by Custom Marine, Inc. ("Custom") under Department of Public Works & Transportation (the "Department") Contract No. 12-517-REV, in order to increase the authorized not-to-exceed amount of the Agreement by Nine Thousand (\$9,000.00) Dollars. The Agreement commenced retroactively on March 13, 2023 and continues until the matter is resolved, and is for an amount not-to-exceed One Hundred Thousand (\$100,000.00) Dollars.

As you may recall, your Honorable Board authorized the County to retain the Firm pursuant to Act No. 2023-73. I am advised that the matter has concluded, however, it is necessary to increase the contract by Nine Thousand (\$9,000.00) Dollars to cover the remaining amount due to the Firm for services provided. The new amount not-to-exceed will be One Hundred and Nine Thousand (\$109,000.00) Dollars, payable in accordance with the fee schedule attached to the Agreement as Schedule "A".

Based upon the foregoing, your Honorable Board's approval of the attached Act is most respectfully requested.

Very truly yours,


John M. Nonna
County Attorney

JMN/mb
Attachment

Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601 Telephone: (914) 995-2831 Fax (914) 995-5858

**HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER**

Your Committee is in receipt of a proposed Act transmitted by the County Attorney which, if adopted, would authorize the County of Westchester (the “County”) to amend a retainer agreement entered into on or about April 27, 2023 (the “Agreement”) with the law firm of Sheppard, Mullin, Richter & Hampton LLP (the “Firm”) for the provision of outside counsel legal services in connection with a default (the “Default”) by Custom Marine, Inc. (“Custom”) under Department of Public Works & Transportation (the “Department”) Contract No. 12-517-REV, in order to increase the authorized not-to-exceed amount of the Agreement by Nine Thousand (\$9,000.00) Dollars. The Agreement commenced retroactively on March 13, 2023 and continues until the matter is resolved, and is for an amount not-to-exceed One Hundred Thousand (\$100,000.00) Dollars.

As you may recall, your Honorable Board authorized the County to retain the Firm pursuant to Act No. 2023-73. The County Attorney has advised that the matter has concluded, however, it is necessary to increase the contract by Nine Thousand (\$9,000.00) Dollars to cover the remaining amount due to the Firm for services provided. The new amount not-to-exceed will be One Hundred and Nine Thousand (\$109,000.00) Dollars, payable in accordance with the fee schedule attached to the Agreement as Schedule “A”.

The Planning Department has advised that this proposed amendment does not meet the definition of an action under New York State Environmental Review Act and its implementing regulations 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 14, 2025, which is on file with the Clerk of the Board of Legislators.

An affirmative vote of a majority of the voting strength of the Board is required for approval of the attached Act.

Your Committee recommends approval of the attached Act.

Dated: _____, 2026
White Plains, New York

COMMITTEE ON

k/bar/1.7.26

FISCAL IMPACT STATEMENT

SUBJECT: Sheppard, Mullin, Richter 12-517-REV NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense NTE 9,000

Total Current Year Revenue \$ -

Source of Funds (check one): Current Appropriations Transfer of Existing Appropriations

Additional Appropriations Other (explain)

Identify Accounts: 101_18_1000_4923

Potential Related Operating Budget Expenses: Annual Amount \$0

Describe: An act authorizing the County of Westchester to amend a retainer agreement with Sheppard, Mullin, Richter & Hampton LLP in connection with a default by Custom Marine, Inc. under the Dept. of Public Works Contract No. 12-517-REV to increase the NTE amount by \$9,000.

Potential Related Operating Budget Revenues: Annual Amount \$0

Describe: _____

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: \$0

Next Four Years: \$0

Prepared by: Patricia Haggerty

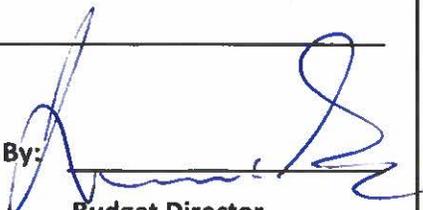
Title: Sr. Budget Analyst

Department: Budget

Date: January 7, 2026

Reviewed By:

PH


Budget Director

Date:

1/7/26

ACT NO. – 2026

AN ACT authorizing the County of Westchester to amend a retainer agreement with the law firm of Sheppard, Mullin, Richter & Hampton LLP, for the provision of outside counsel legal services in connection with a default (the “Default”) by Custom Marine, Inc. (“Custom”) under Department of Public Works & Transportation (the “Department”) Contract No. 12-517-REV, in order to increase the authorized not-to-exceed amount of the Agreement by Nine Thousand (\$9,000.00) Dollars.

BE IT ENACTED by the County Board of the County of Westchester, State of New York as follows:

Section 1. The County of Westchester (the “County”) is hereby authorized to amend a retainer agreement entered into on or about April 27, 2023 (the “Agreement”) with the law firm of Sheppard, Mullin, Richter & Hampton LLP (the “Firm”) for the provision of outside counsel legal services in connection with a default (the “Default”) by Custom Marine, Inc. (“Custom”) under Department of Public Works & Transportation (the “Department”) Contract No. 12-517-REV, in order to increase the authorized not-to-exceed amount of the Agreement by Nine Thousand (\$9,000.00) Dollars. The new amount not-to-exceed will be One Hundred and Nine Thousand (\$109,000.00) Dollars, payable in accordance with the fee schedule attached to the Agreement as Schedule “A”.

§2. That except as otherwise expressly amended hereby, all other terms and conditions of the retainer agreement, as previously amended and assigned, shall remain in full force and effect.

§3. This Act shall take effect immediately.



Kenneth W. Jenkins
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

January 16, 2026

Westchester County Board of Legislators
County of Westchester
800 Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Re: Request for authorization to settle the lawsuit of SYREETA L. JEFFERSON v. WESTCHESTER COUNTY; ARCHDIOCESE OF NEW YORK; ST. CABRINI HOME; MISSIONARY SISTERS OF THE SACRED HEART OF JESUS; REDEMPTORISTS OF THE BALTIMORE PROVINCE a/k/a THE REDEMPTORISTS; and DOES 1-10, in Supreme Court Westchester County, Index No. 58713/2021, in the amount of \$750,000.00, inclusive of attorney's fees.

Dear Honorable Members of the Board:

Attached for your consideration is an Act, which if enacted by your Board, would authorize the settlement of the lawsuit of SYREETA L. JEFFERSON v. WESTCHESTER COUNTY; ARCHDIOCESE OF NEW YORK; ST. CABRINI HOME; MISSIONARY SISTERS OF THE SACRED HEART OF JESUS; REDEMPTORISTS OF THE BALTIMORE PROVINCE a/k/a THE REDEMPTORISTS; and DOES 1-10, in Supreme Court Westchester County, Index No. 58713/2021, in the amount of \$750,000.00, inclusive of attorney's fees.

This matter is pending in the Westchester County Supreme Court before the Honorable Doris M. Gonzalez. The lawsuit tentatively settled, pending this Board's approval, for a total amount of \$750,000.00 inclusive of attorney's fees.

Jenny Rossman, Esq. of Herman Law, 475 5th Avenue, 11th Floor, New York, New York 10017, is representing the plaintiff, Syreeta L. Jefferson.

This matter arises in the context of The Child Victim's Act (the "CVA"). The legislation was enacted in 2019 and allowed for victims of childhood sexual abuse to file lawsuits despite expired statutes of limitations. In this case, the plaintiff was placed in the foster home of Bessie Peterson from 1984, when she was about eight years old, and remained there until approximately 1988. She alleges that beginning that first year and continuing for about three years, she was sexually abused by Ms. Peterson's boyfriend. Plaintiff alleges that Ms. Peterson would put a lock

on the refrigerator so Plaintiff could not eat and that the boyfriend would use food to bribe Plaintiff into doing sexual acts. Plaintiff alleges that he forced her to perform oral sex on him and have intercourse. Plaintiff alleges that this ongoing abuse resulted in permanent psychological and emotional damages.

Plaintiff claims that the County had actual notice of the sexual abuse she was suffering because she told her assigned Westchester County caseworker, Ms. Rosario, about the abuse. Plaintiff also alleges that she would run away from the Peterson home and go to the Department of Social Services Yonkers office and tell workers in the office about the abuse. She alleges that someone would always drive her back to the Peterson home. The Department of Social Services denies that they had knowledge of the abuse and denies that they were told about the abuse.

The settlement takes into consideration the uncertainty of litigation and the potential costs of trial, the exposure to a substantial jury verdict, subsequent proceedings and potential appeal. The accompanying Act will authorize settlement of the lawsuit entitled of SYREETA L. JEFFERSON v. WESTCHESTER COUNTY; ARCHDIOCESE OF NEW YORK; ST. CABRINI HOME; MISSIONARY SISTERS OF THE SACRED HEART OF JESUS; REDEMPTORISTS OF THE BALTIMORE PROVINCE a/k/a THE REDEMPTORISTS; and DOES 1-10, in the amount of \$750,000.00 inclusive of attorney's fees.

Very truly yours,



John M. Nonna
County Attorney

JMN/cmf

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act, which if enacted by your Board, would authorize the settlement of the lawsuit of SYREETA L. JEFFERSON v. WESTCHESTER COUNTY; ARCHDIOCESE OF NEW YORK; ST. CABRINI HOME; MISSIONARY SISTERS OF THE SACRED HEART OF JESUS; REDEMPTORISTS OF THE BALTIMORE PROVINCE a/k/a THE REDEMPTORISTS; and DOES 1-10, in the amount of \$750,000.00, inclusive of attorney's fees.

This matter is pending in the Westchester County Supreme Court before the Honorable Doris M. Gonzalez. The lawsuit tentatively settled, pending this Board's approval, for a total amount of \$750,000.00 inclusive of attorney's fees.

Jenny Rossman, Esq. of Herman Law, 475 5th Avenue, 11th Floor, New York, New York 10017, is representing the plaintiff, Syreeta L. Jefferson.

This matter arises in the context of The Child Victim's Act (the "CVA"). The legislation was enacted in 2019 and allowed for victims of childhood sexual abuse to file lawsuits despite expired statutes of limitations. In this case, the plaintiff was placed in the foster home of Bessie Peterson from 1984, when she was about eight years old, and remained there until approximately 1988. She alleges that beginning that first year and continuing for about three years, she was sexually abused by Ms. Peterson's boyfriend. Plaintiff alleges that Ms. Peterson would put a lock on the refrigerator so Plaintiff could not eat and that the boyfriend would use food to bribe Plaintiff

into doing sexual acts. Plaintiff alleges that he forced her to perform oral sex on him and have intercourse. Plaintiff alleges that this ongoing abuse resulted in permanent psychological and emotional damages.

Plaintiff claims that the County had actual notice of the sexual abuse she was suffering because she told her assigned Westchester County caseworker, Ms. Rosario, about the abuse. Plaintiff also alleges that she would run away from the Peterson home and go to the Department of Social Services Yonkers office and tell workers in the office about the abuse. She alleges that someone would always drive her back to the Peterson home. The Department of Social Services denies that they had knowledge of the abuse and denies that they were told about the abuse.

The settlement takes into consideration the uncertainty of litigation and the potential costs of trial, the exposure to a substantial jury verdict, subsequent proceedings and potential appeal. The accompanying Act will authorize settlement of the lawsuit entitled of SYREETA L. JEFFERSON v. WESTCHESTER COUNTY; ARCHDIOCESE OF NEW YORK; ST. CABRINI HOME; MISSIONARY SISTERS OF THE SACRED HEART OF JESUS; REDEMPTORISTS OF THE BALTIMORE PROVINCE a/k/a THE REDEMPTORISTS; and DOES 1-10, in the amount of \$750,000.00 inclusive of attorney's fees.

Your Committee has carefully considered the subject matter, the settlement proposal, the attached Act and recommends authorizing the County Attorney or his designee to settle the lawsuit entitled SYREETA L. JEFFERSON v. WESTCHESTER COUNTY; ARCHDIOCESE OF NEW YORK; ST. CABRINI HOME; MISSIONARY SISTERS OF THE SACRED HEART OF JESUS; REDEMPTORISTS OF THE BALTIMORE PROVINCE a/k/a THE REDEMPTORISTS; and

FISCAL IMPACT STATEMENT

SUBJECT: Lawsuit Settlement: S.L.J G860202 NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 750,000

Total Current Year Revenue \$ -

Source of Funds (check one): Current Appropriations Transfer of Existing Appropriations

Additional Appropriations Other (explain)

Identify Accounts: 6N Fund: 615 59 0510 1050 4280 04

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: Public Official Liability Settlement of Jefferson(S.L.J) G860202 (CVA Claim)

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe: _____

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: N/A

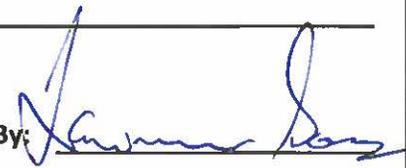
Next Four Years: N/A

Prepared by: Christine M. Feimer

Title: Senior Assistant County Attorney

Department: Law

Date: January 20, 2026

Reviewed By: 
PH

Budget Director

Date: 1/21/26

ACT NO. -2026

AN ACT authorizing the County Attorney to settle the lawsuit of SYREETA L. JEFFERSON v. WESTCHESTER COUNTY; ARCHDIOCESE OF NEW YORK; ST. CABRINI HOME; MISSIONARY SISTERS OF THE SACRED HEART OF JESUS; REDEMPTORISTS OF THE BALTIMORE PROVINCE a/k/a THE REDEMPTORISTS; and DOES 1-10, in Supreme Court Westchester County, Index No. 58713/2021, in the amount of \$750,000.00, inclusive of attorney's fees.

BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

Section 1. The County Attorney is authorized to settle the lawsuit of SYREETA L. JEFFERSON v. WESTCHESTER COUNTY; ARCHDIOCESE OF NEW YORK; ST. CABRINI HOME; MISSIONARY SISTERS OF THE SACRED HEART OF JESUS; REDEMPTORISTS OF THE BALTIMORE PROVINCE a/k/a THE REDEMPTORISTS; and DOES 1-10, in Supreme Court Westchester County, Index No. 58713/2021, in the amount of \$750,000.00, inclusive of attorney's fees.

Section 2. The County Attorney or his designee is hereby authorized and empowered to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purpose of this Act.

Section 3. This Act shall take effect immediately.



Kenneth W. Jenkins
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

January 29, 2026

Westchester County Board of Legislators
County of Westchester
800 Michaelian Office Building
148 Martine Avenue, Room 600
White Plains, New York, 10601

Re: Request for Authorization to Settle the Lawsuit, Melanie Gabari v. The County of Westchester, Jeffrey Munson, George Munson, and Carol Munson, Index No. 64752/2019, Supreme Court, Westchester County, in the amount of \$750,000.00, inclusive of attorney's fees.

Dear Honorable Members of the Board:

Attached for your consideration is an Act, which if enacted by your Board, would authorize settlement of the lawsuit of Melanie Gabari v. County of Westchester, Jeffrey Munson, George Munson and Carol Munson, in Supreme Court Westchester County, Index No. 64752/2019, in the amount of \$750,000.00, inclusive of attorney's fees.

This case is brought pursuant to the Child Victim's Act ("CVA"), a revival law. The legislation was enacted in 2019 and allowed for victims of childhood sexual abuse to file lawsuits despite expired statutes of limitations. The facts indicate that the County's Department of Social Services ("DSS") placed the plaintiff in a foster home due to her birth mother's mental issues. Plaintiff alleges that during her placement with foster parents George and Carol Munson, she was sexually abused by foster mother Carol Munson and subsequently by their son, Jeffrey Munson. Plaintiff contends that she resided in the home during the years 1981-1990, and that while she was between the ages of 11 and 14, she was "repeatedly physically and sexually abused by Jeffrey and Carol Munson, her foster brother and foster mother. She also contends that foster father George Munson was aware of these occurrences, but did nothing to stop them. During the time period of the abuse, she alleges that she made repeated complaints of abuse to her DSS caseworker, who she claims took no action to investigate, mitigate, and/or stop the abuse. She alleges that the both the physical and sexual abuse began occurring shortly after she arrived at the Munson home in 1981, when she would have been just five years old. She subsequently ran away from the Munson home. As part of her damages, plaintiff contends that she suffered in her marital relationship leading to divorce, has difficulty in any personal relationships, endured pain and suffering for many years through the sexual abuse, and otherwise has had to seek psychiatric help to counteract issues relating to anxiety and depression.

As a result of her allegations, plaintiff claims that the County had actual notice of her abuse and did nothing. Had this matter proceeded to a trial, plaintiff had intended to call a liability expert, damages expert, and the County's now retired DSS caseworker who was allegedly notified about the abuse. The County's defense would rest upon the crucial question of notice. Though plaintiff's caseworker would testify that plaintiff never told her about being abused, the jury could find that plaintiff's recollection was credible, that she in fact told the DSS caseworker about the abuse, but that the caseworker was not entirely telling the truth in making her denial as to notice of the abuse.

The settlement takes into consideration the uncertainty of litigation and the potential costs of trial, the exposure to a substantial jury verdict, subsequent proceedings and a potential appeal. Co-defendants have agreed to contribute \$150,000.00 as part of the settlement, with the total settlement actually being \$900,000.00. The County is also expected to receive approximately \$70,000.00 from Liberty Insurance Company through the applicable insurance policy covering the time period of plaintiff's alleged abuse.

Plaintiff is represented by the law firm of Weitz & Luxembourg, 700 Broadway, New York, New York, 10003 Co-defendants' are represented by the law firm of Meagher & Meagher, 111 Church Street, White Plains, New York 10601.

Very Truly Yours,



John M. Nonna
County Attorney

TAL/tal

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act, which if enacted by Your Board, would authorize the settlement of the lawsuit, Melanie Gabari v. County of Westchester, Jeffrey Munson, George Munson and Carol Munson, in the amount of \$750,000.00, inclusive of attorney's fees.

This matter is pending in the Westchester County Supreme Court, before the Honorable Doris M. Gonzalez. The lawsuit tentatively settled, pending this Board's approval, for a total amount of \$750,000.00, inclusive of attorney's fees.

Ilana Wolk and Nicholas Wise Esqs., Weitz & Luxenberg, PC, 700 Broadway, New York N.Y. 10003, is representing the plaintiff, Melanie Gabari.

This matter arises in the context of the Child Victim's Act ("CVA"), a revival law. The legislation was enacted in 2019 and allowed for victims of childhood sexual abuse to file lawsuits despite expired statutes of limitations. In this case, plaintiff alleges that she was abused at her foster home of George and Carol Munson, by foster parent Carol Munson and foster brother Jeffrey Munson, with knowledge of the abuse by foster parent George Munson that the sexual abuse was occurring. During the time period of the abuse, plaintiff alleges that she made repeated complaints of abuse to her Department of Social Service ("DSS") caseworker, who she claims allegedly took no action to investigate, mitigate, and/or stop the abuse. She alleges that the both the physical and sexual abuse began occurring shortly after she arrived at the Munson home in 1981, when she would have been just five years old. As part of her damages, plaintiff contends that she suffered permanent psychological and emotional damages, that the abuse affected her marital relationship leading to divorce, that she has difficulty in any personal relationships, she endured pain and suffering for many years through the period of the sexual abuse, and otherwise has had to seek psychiatric help to counteract issues relating to anxiety and depression.

The settlement takes into consideration the uncertainty of litigation and the potential costs of trial, the exposure to a substantial jury verdict, subsequent proceedings and a potential appeal. The accompanying Act will authorize settlement of the lawsuit titled, Melanie Gabari v. County of Westchester, Jeffrey Munson, George Munson and Carol Munson, in Supreme Court Westchester County, Index No. 64752/2019, in the amount of \$750,000.00, inclusive of attorney's fees.

Your Committee has carefully considered the subject matter, the settlement proposal, the attached Act and recommends authorizing the County Attorney or his designee to settle the lawsuit, titled, Melanie Gabari v. County of Westchester, Jeffrey Munson, George Munson and Carol Munson, in the amount of \$750,000.00, inclusive of attorney's fees. An affirmative vote of a majority of the Board is required to pass this legislation.

Dated: White Plains, New York

, 2026

COMMITTEE ON

ACT NO. -2026

AN ACT authorizing the County Attorney to settle the lawsuit of Melanie Gabari v. The County of Westchester, Jeffrey Munson, George Munson, and Carol Munson, Westchester County Supreme Court Index No. 64752/2019, in the amount of \$750,000.00, inclusive of attorney's fees

BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

Section 1. The County Attorney is authorized to settle the lawsuit of Melanie Gabari v. The County of Westchester, Jeffrey Munson, George Munson, and Carol Munson, Westchester County Supreme Court Index No. 64752/2019, in the amount of \$750,000.00, inclusive of attorney's fees.

Section 2. The County Attorney or his designee is hereby authorized and empowered to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purpose of this Act.

Section 3. This Act shall take effect immediately.

1 SUPREME COURT OF THE STATE OF NEW YORK.
2 COUNTY OF WESTCHESTER: PART DG

3 -----x
4 MELANIE GABARI

5 -against-

6 Index No.
7 64752/2019

8 WESTCHESTER COUNTY DEPARTMENT
9 OF SOCIAL SERVICES, ET AL,

10 Defendant.

11 -----x
12 111 Dr. Martin Luther King Jr. Blvd
13 White Plains, New York 10601
14 December 2, 2025

15 B E F O R E: HONORABLE DORIS GONZALEZ,
16 SUPREME COURT JUDGE

17 A P P E A R A N C E S:

18 WEITZ & LUXENBERG, PC
19 Attorneys For the Plaintiff
20 700 Broadway
21 New York, NY 10003
22 BY: ILANA WOLK AND NICHOLAS WISE, ESQ.

23 BLEAKLEY PLATT & SCHMIDT
24 Attorneys for the Defendant
25 One N Lexington Ave
White Plains, NY 10601
BY: WILLIAM HARRINGTON AND DAVID H. CHEN, ESQ.

MEAGHER & MEAGHER, PC
Attorneys For Defendants
111 Church Street
White Plains, NY 10601
BY: CHRISTOPHER MEAGHER AND CEILIDH MEAGHER, ESQ.

WESTCHESTER COUNTY LAW DEPARTMENT
Room 600, 148 Martine Ave
White Plains, NY 10601
BY: JOHN M. NONNA, ESQ.

Erica Mercorella
Senior Court Reporter

PROCEEDINGS

1 THE CLERK: This is index number, 64752 of 2019.
2 Melanie Gabari verses the County of Westchester.

3 THE COURT: Please note your appearances, please.
4 Slowly.

5 MS. WOLK: Good afternoon, your Honor. Ilana
6 Wolk, with Weitz and Luxenberg, 700 Broadway, New York, New
7 York. I represent the plaintiff, Melanie Gabari.

8 MR. WISE: Also for plaintiff, Melanie Gabari,
9 Nicholas Wise, Weitz and Luxenberg, 700 Broadway, New York,
10 New York 10003.

11 MR. HARRINGTON: William Harrington, Bleakly,
12 Platt and Schmidt, 1 North Lexington Avenue, White Plains,
13 New York, 10601 on behalf of the County of Westchester.

14 MR. CHEN: Good afternoon, your Honor. David Chen
15 from the Office of Bleakly, Platt and Schmidt, County of
16 Westchester.

17 MR. NONNA: Good afternoon, your Honor. John
18 Nonna, County Attorney for the Westchester County Law
19 Department, 148 Martine Avenue, White Plains, 10601.

20 MS. MEAGHER: Good afternoon, your Honor. Ceilidh
21 Meagher with the Law Office of Meagher and Meagher, PC.
22 111 Church Street, White Plains, New York, 10601, for
23 defendant Munsons.

24 MR. MEAGHER: Thank you, your Honor. Christopher
25 Meagher with Meagher and Meagher, PC on behalf of Carol

PROCEEDINGS

1 Munson, the Estate of George Munson and Jeffery Munson.

2 THE COURT: Okay. So are we happy to report a
3 settlement?

4 MR. WISE: We are, and this was -- and before we
5 get started, I want to thank the Court on behalf of all of
6 the parties, for the many hours you put in and your staff
7 put in over the last two days.

8 THE COURT: I appreciate that.

9 MR. WISE: We would not have reached this without
10 the Court's assistance and without the staff.

11 THE COURT: Thank you.

12 MR. WISE: So we have reached a settlement, the
13 terms of which are as follows:

14 There is a settlement with the County of
15 Westchester for 750,000 dollars to settle all claims. The
16 County of Westchester has advised that they got approval
17 from the County Board of Legislature and for funding, there
18 is a settlement with Jeff Munson, the Estate of George
19 Munson and Carol Munson. That settlement there is a
20 condition precedent that the settlement with the County of
21 Westchester first has to be approved. The terms of the
22 settlement with the Munson defendants are as follows:

23 There will be 100,000 dollars paid within 90 days.
24 There will be an additional 50,000 dollars paid to a
25 charity of the plaintiff of Melanie Gabari's choosing.

PROCEEDINGS

1 Said charity will be associated with victims of child
2 abuse. That charity will be a 501(c)(3) charity. Releases
3 for the Munsons will be held in escrow by Weitz and
4 Luxenberg, PC.

5 The payment to the charity will not come or be
6 made by whomever until the Law Office of Meagher and
7 Meagher and the entire 150,000 dollars in their escrow
8 account. The settlement with the county is subject to the
9 approval of the County Board of Legislatures, and with
10 respect to all defendants, this is in full satisfaction of
11 all claims by the plaintiff, all sexual abuse claims by the
12 plaintiff from 1981 through 1990.

13 THE COURT: Is there anything with respect to
14 county and art programs?

15 MR. WISE: There is. I have spoken both with
16 counsel for the county as well as the County Attorney.
17 It's a little complex, but we have a handshake and I have
18 little doubt that it's not going to be done.

19 MR. NONNA: Agreed.

20 THE COURT: Anything else that you would like to
21 add?

22 MR. HARRINGTON: Yes, just one thing, your Honor.
23 To echo the County, thanks for your patience and your hard
24 work and your staff. It's very much appreciated and we
25 understand the difficulty of managing this docket and few

PROCEEDINGS

1 judges can do it, and you are doing it particularly well
2 and we appreciate your time and all of the advice you given
3 us over the last two days.

4 THE COURT: Thank you.

5 MR. MEAGHER: The same gratitude from the Munson
6 defendants to the Court, and all part personnel who had
7 been courteous and patient over the last couple of days.

8 THE COURT: I appreciate that guys, but it's my
9 job. So --

10 MR. MEAGHER: You do it particularly well.

11 MR. NONNA: Let me thank you for doing your job.
12 I agree, we should not go with names if we don't have to,
13 they charge extra money for administrating the mediation
14 when you can have judges that don't charge more.

15 THE COURT: Exactly. And what did you -- what was
16 the demand when you left, 3.5 million? Did it move at all
17 or anything? Wait a minute, did you have to go into the
18 city for that?

19 MR. NONNA: It was virtual.

20 THE COURT: I appreciate that everyone, but it is
21 part of my job. But it's the inventory also that we have
22 to understand deserves that much time with all of the
23 nuances that we haven't been provided with, that we have to
24 work with. But on another note, I have started this
25 stipulation which says you withdraw all motions in limine

PROCEEDINGS

1 from 5, 6, 7, 8, 9 and 10. Please sign it off.

2 I have a question, why by notice of motion?

3 They're supposed to be done by order to show cause.

4 MR. HARRINGTON: Your Honor, the advice that you
5 provided, some judges want one way, some want it another.

6 THE COURT: That is cause some people don't know
7 how to do trial, you know when trial work is involved, it's
8 all by order to show cause with quick turn over.

9 MR. HARRINGTON: I understand all of those things,
10 your Honor. Thank you.

11 THE COURT: I kept seeing them come in with days
12 of notice of motion, which means there is a long period of
13 time to answer, respond to 60 day decisions. Order to show
14 cause, is an urgency to it, and I also can decline to sign
15 those too, before -- what date do you want for follow-up or
16 control date? Control date, January, the last week of
17 January, January 30th?

18 MR. HARRINGTON: That would be great.

19 MR. WISE: That would be great.

20 THE COURT: All right. Thank you.

21 MR. WISE: At 9:30. January 30th or --

22 THE COURT: No appearances really needed but if
23 there are any issues, usually after my foreclosure
24 calendar, so 10:30 to 11:00, my CVA calendar is always on
25 Wednesday.

PROCEEDINGS

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Now, what I can't wait to do is to send the e-mail that I settled it without adjourning it. Have a good day everybody. Appreciate your time of coming and spending the day. Very much appreciating it.

This is certified to be a true and accurate transcript of the stenographic notes.

Erica Mercorella

ERICA MERCORELLA

Official Court Reporter

FISCAL IMPACT STATEMENT

SUBJECT: Lawsuit Settlement:Gabari, Melanie NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 750,000

Total Current Year Revenue \$ -

Source of Funds (check one): Current Appropriations Transfer of Existing Appropriations

Additional Appropriations Other (explain)

Identify Accounts: 6N Fund: 615 59 0520 1150 4280 04

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: Public Official Liability Settlement of Gabari, Melanie G870281- (CVA Claim)

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe:

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: N/A

Next Four Years: N/A

Prepared by: Taryn A. Chapman-Langrin

Title: Deputy County Attorney

Department: Law

Date: January 15, 2026

Reviewed By: 
MM
Budget Director

Date: 1/28/26



Kenneth W. Jenkins
County Executive

Office of the County Attorney

John M. Nonna
County Attorney

February 2, 2026

Westchester County Board of Legislators
County of Westchester
800 Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Re: Request for authorization to settle the lawsuit of *Pompey v. Westchester County, New York, et al.*, pending in the United States District Court for the Southern District of New York, Case No. 23-cv-9337

Dear Honorable Members of the Board:

Attached for your consideration is an Act which, if enacted by your Board, would authorize the settlement of the litigation between Chevor Pompey ("Plaintiff") and the County, as set forth below.

Plaintiff, a former employee of the County, commenced this action against the County and individual defendants, alleging discrimination and retaliation relating to a failure to promote him during his tenure with the County. Following discovery, the District Court granted partial summary judgment to the Defendants, dismissing several of Plaintiff's claims and theories. The District Court found that Plaintiff had no direct evidence of discrimination by any individual defendant. Instead, the District Court limited Plaintiff's discrimination claim to a "cat's paw" theory of discrimination based on Plaintiff's allegations that a non-defendant supervisor discriminated against him, and that supervisor's discriminatory animus caused him to not be promoted. With respect to Plaintiff's retaliation claim, the District Court limited the claim to a question of whether a supervisor's postponing of a meeting regarding a promotional track, in response to an email threatening litigation, was sufficiently chilling, when the department head, the same day, offered to meet with Plaintiff regarding the issues presented. Trial on these remaining issues is scheduled to begin April 13, 2026.

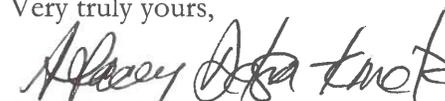
On January 22, 2026, the parties appeared for a settlement conference before U.S. Magistrate Judge Judith McCarthy. The parties negotiated in good faith, and were able to reach the proposed settlement being presented here. The settlement dismisses all claims against the individual defendants, and admits that there is no claim that they directly discriminated against him. With respect to the

County, there is no admission of liability. The County will pay \$200,000 in full settlement of this action, including all costs, expenses, and attorneys' fees.

In reaching this settlement, this Office has considered several factors. First, the County has been ably represented in this matter by Lalit Loomba at the Quinn Law Firm; to go forward to trial, the County will incur a significant amount of additional attorneys' fees, as well as expert witness expenses relating to Plaintiff's damages. Second, while the County believes that Plaintiff's claims have no merit, we acknowledge that there are always risks going forward to trial. Further, given the nature of Plaintiff's claims, were he to prevail at trial, he would be entitled to an award of attorneys' fees and costs, even if a judgment was relatively modest. As such, while the chance of exposure may be small, the size of the potential monetary exposure could be high.

I believe the proposed settlement is fair, reasonable, and in the best interest of the County, and I therefore recommend adoption of the enclosed Act.

Very truly yours,



Stacey Dolgin-Kmetz
Chief Deputy County Attorney

SDK/jra

FISCAL IMPACT STATEMENT

SUBJECT: Lawsuit Settlement: Pompey, Chevor NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 200,000

Total Current Year Revenue \$ -

Source of Funds (check one): Current Appropriations Transfer of Existing Appropriations

Additional Appropriations Other (explain)

Identify Accounts: 6N Fund: 615 59 0701 4510 4280 04

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: Lawsuit Settlement: Pompey, Chevor

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: _____

Next Four Years: _____

Prepared by: Christina Rampata

Title: Deputy Budget Director

Department: Budget

Date: February 2, 2026

Reviewed By: 

Budget Director

Date: 2/2/26

BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee is in receipt of a proposed Act which, if enacted by your Board, would authorize the settlement of the litigation between Chevor Pompey (“Plaintiff”) and the County, as set forth below.

Your Committee is informed that Plaintiff, a former employee of the County, commenced this action against the County and individual defendants, alleging discrimination and retaliation relating to a failure to promote him during his tenure with the County. Following discovery, the District Court granted partial summary judgment to the Defendants, dismissing several of Plaintiff’s claims and theories. The District Court found that Plaintiff had no direct evidence of discrimination by any individual defendant. Instead, the District Court limited Plaintiff’s discrimination claim to a “cat’s paw” theory of discrimination based on Plaintiff’s allegations that a non-defendant supervisor discriminated against him, and that supervisor’s discriminatory animus caused him to not be promoted. With respect to Plaintiff’s retaliation claim, the District Court limited the claim to a question of whether a supervisor’s cancelling of a meeting regarding a promotional track, in response to an email threatening litigation, was sufficiently chilling, when the department head, the same day, offered to meet with Plaintiff regarding the issues presented. Trial on these remaining issues is scheduled to being April 13, 2026.

Your Committee is further informed that On January 22, 2026, the parties appeared for a settlement conference before U.S. Magistrate Judge Judith McCarthy. The parties negotiated in good faith, and were able to reach the proposed settlement being presented here. The settlement dismisses all claims against the individual defendants, and admits that there is no claim that they directly

discriminated against him. With respect to the County, there is no admission of liability. The County will pay \$200,000 in full settlement of this action, including all costs, expenses, and attorneys' fees.

Your Committee is advised that the County has been ably represented in this matter by Lalit Loomba at the Quinn Law Firm; to go forward to trial, the County will incur a significant amount of additional attorneys' fees, as well as expert witness expenses relating to Plaintiff's damages. The County Attorney's Office further advises that, while the County believes that Plaintiff's claims have no merit, there are always risks going forward to trial. Further, given the nature of Plaintiff's claims, were he to prevail at trial, he would be entitled to an award of attorneys' fees and costs, even if a judgment was relatively modest. As such, while the chance of exposure may be small, the size of the potential monetary exposure could be high.

The County Attorney's Office has recommended approval of the settlement. Your Committee concurs with this recommendation and recommends that this Honorable Board adopt the proposed Act.

Dated: White Plains, New York

, 2026

COMMITTEE ON

ACT NO.**2026**

AN ACT authorizing the County Attorney to settle the lawsuit of *Pompey v. Westchester County, New York, et al.*, pending in the United States District Court for the Southern District of New York, Case No. 23-cv-9337

BE IT ENACTED by the County Board of Legislators of the County of Westchester as follows:

Section 1. The County Attorney is hereby authorized to settle the proceeding entitled *Pompey v. Westchester County, New York, et al.*, pending in the United States District Court for the Southern District of New York, Case No. 23-cv-9337 in the amount of \$200,000, inclusive of all costs and attorneys' fees.

Section 2. The County Attorney or his designee is hereby authorized to execute and deliver all documents and take such actions as the County Attorney deems necessary or desirable to accomplish the purposes hereof.

Section 3. This Act shall take effect immediately.