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U.S. DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
LONG ISLAND OFFICE



BERKMAN HENOCH

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September 29, 2022

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Gregory P. Peterson	Christina Jonathan
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	Donna A. Napolitano
	Kenneth M. Siedell
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Adam S. Kalb	Randy Schaefer
Megan K. McNamara	Rajdai Singh
Novica Petrovski	Nicholas Tuffarelli
Hillary Prada	Christopher F. Ulto
	Martin E. Valk

COUNSEL

Steven J. Peddy
Miriam R. Milgrom
Amb. Joseph N. Mondello (1938-2022)
MaryBeth Malloy
Terence E. Smolew, P.C.

Via ECF

Hon. Gary R. Brown, U.S.D.J.
United States District Court
100 Federal Plaza
Central Islip, New York 11722

RE: Paul Schultz, et al. v. The County of Suffolk
Docket No.: 19-cv-00361 (GRB)(SIL)

Dear Honorable Judge Brown:

As the parties have previously advised the Court, this matter has been settled. Pursuant to General Municipal Law §6-n(9)(b), insofar as the settlement amount of \$341,506.49 exceeds the \$25,000 statutory limit set forth by law, the settlement must be judicially approved prior to payment.

Attached for the Court's consideration is a letter from Plaintiffs' counsel, Andrew J. Campanelli, Esq., which confirms his consent to the settlement, and a letter which confirms approval of the settlement by the Ways & Means Committee of the Suffolk County Legislature.

An Order for the Court's signature is also attached.

Please advise if the Court requires any further information prior to the approval of the settlement.

Thank you.

Respectfully Submitted,

Berkman, Henoch, Peterson & Peddy, P.C.

By: _____/s/_____
Joseph E. Macy

JEM/jlc
Enclosures

cc: Andrew J. Campanelli, Esq., via ECF

CAMPANELLI & ASSOCIATES, P.C.
ATTORNEYS AND COUNSELORS AT LAW

www.campanellipc.com

1757 Merrick Avenue · Suite 204 · Merrick, New York 11566
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Andrew J. Campanelli
Member of NY & CT Bar

Jean M. Smyth

COUNSEL

George B. McPhillips
1930-1994

August 29, 2022

Joseph E. Macy, Esq.
Special Counsel for Suffolk County
Berkman, Henoch, Peterson & Peddy, P.C.
100 Garden City Plaza
Garden City, New York 11530

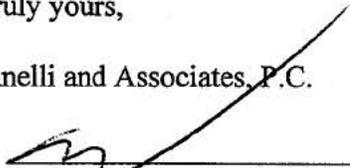
Re: Paul Schultz, et al. v. The County of Suffolk
Docket No. 19-cv-00361(GRB)(SIL)

Dear Mr. Macy:

Please allow this letter to certify that the undersigned accepts the settlement offer of three hundred forty one thousand five hundred six dollars, forty nine cents (\$341,506.49) on behalf of my clients in the above-captioned action.

Very truly yours,

Campanelli and Associates, P.C.

By: 
Andrew J. Campanelli, Esq.

OFFICE OF THE COUNTY LEGISLATURE
COUNTY OF SUFFOLK

ROBERT TROTTA
LEGISLATOR, 13TH DISTRICT



59 LANDING AVENUE
SMITHTOWN, NY 11787
(631) 854-3900
FAX (631) 854-3903
e-mail: Robert.Trotta@suffolkcountyny.gov

September 1, 2022

Susan A. Flynn
Deputy County Attorney
P.O. Box 6100
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

Re: (Schultz, Paul; Jempath, Inc., et al v. County of Suffolk)

Dear Ms. Flynn:

This letter will confirm that at the September 1, 2022 meeting of the Ways and Means Committee of the Suffolk County Legislature, settlement of the above captioned matter by the County's contribution of the sum of **\$341,506.49** (three hundred forty-one thousand, five hundred six dollars five hundred dollars and forty-nine cents) was authorized.

Very truly yours,

Robert Trotta
Suffolk County Legislator
Chair, Ways and Means Committee

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
PAUL SCHULTZ, JEMPATH INC., CARINA'S FINE
JEWELRY LLC and BRICKSTONE BUYING
SERVICES INC.,

19-cv-00361
(GRB)(SIL)

Plaintiffs,

- against -

THE COUNTY OF SUFFOLK,

Defendant.

**SETTLEMENT
AGREEMENT**

-----X

The plaintiffs and defendant in the above-referenced action, by their respective counsel, hereby agree to a consolidated settlement of the above-captioned lawsuit under the following terms and conditions:

1. The defendant does not admit and specifically denies any liability, wrongdoing, or violation of any law, statute, regulation, agreement, or policy. It is expressly understood and agreed that this settlement agreement (and exchange of general releases) is being entered into solely for the purpose of resolving this lawsuit and any and all matters in controversy, disputes, causes of action, claims, contentions, grievances, and differences of any kind whatsoever between the parties.

2. As full and final settlement and final satisfaction of any and all claims that plaintiffs had, have, or may have against the defendant, including but not limited to claims raised in the instant lawsuit, the defendant will pay to plaintiffs the combined gross amount of three hundred forty one thousand five hundred six dollars, forty nine cents (\$341,506.49) (hereinafter the "settlement sum"), which is inclusive of any and all counsel fees, interests, costs, and disbursements. Said sum shall be tendered to plaintiffs' counsel by check made payable to "*Campanelli & Associates, P.C. as Attorneys,*" and the defendant shall cause such check to be received by plaintiff's counsel on or before Friday, September 30, 2022.

The \$341,506.49 settlement sum represents the total payment of the specific amount as follows:

In the matter of Schultz et al. v. County of Suffolk, the sum of \$196,697.31 for compensatory damages, plus \$144,809.18 for statutory attorneys fees pursuant to 42 U.S.C. §1988.

Plaintiffs' counsel represents that they have already disclosed to each of their clients the respective amounts they are to receive individually as part of this settlement, and each of their clients have agreed to same.

Plaintiffs' counsel shall be exclusively responsible for the division and distribution of the respective compensatory damage sums payable to each client in the above-referenced cases, pursuant to the firm's separate written retainer agreements with each of their clients.

3. On or before December 1, 2022, the defendant shall either
 - (a) replace the Article Tracking System (ATS) currently being operated and maintained by the Suffolk County Police Department with the technology service known as *LeadsOnline*, or
 - (b) install one or more computer patches, or shall otherwise modify the operating software of the ATS system, (i) to enable precious metals dealers to enter all transaction data they are required to enter under the requirements of the Suffolk County Code, just once, directly into the ATS System, and (ii) to enable precious metals dealers to correct any false data or entries contained within the records being recorded, at the time they are being recorded.

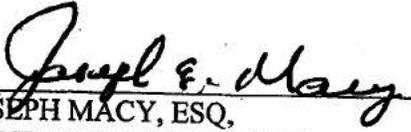
4. It is hereby stipulated and agreed by the plaintiffs and the defendant by their undersigned attorneys that upon the payment of the amount set forth within paragraph "2" herein above, the clearance of check through which payment of such amount is tendered, and the completion of performance of the additional obligations of the defendant under this agreement, as detailed within paragraphs "3" and "4" herein above, the above-entitled lawsuits shall be discontinued with prejudice, without any additional cost to any party as against the other.

6. By signing this agreement, plaintiffs agree that they will be exclusively responsible for the payment of any taxes which may be owed on any amounts paid to them under the terms of this agreement. Defendant and its insurers (if any) make no representation as to the taxability of the amounts paid to the plaintiffs. Plaintiffs agree to pay any federal, state, or local taxes, if any, which are required to be paid with respect to the settlement.

7. The parties additionally agree that they shall exchange mutual general releases, each releasing the other from any and all claims of any kind and/or nature whatsoever.

8. Entire agreement: This agreement contains the entire agreement between the plaintiffs and defendant and supersedes and replaces any prior agreements or understandings between the parties, whether written or oral.

Dated: September 6, 2022
Merrick, New York.



JOSEPH MACY, ESQ.
BERKMAN, HENOCH, PETERSON & PEDDY, P.C.
Attorneys for Defendant
100 Garden City Plaza, Third Floor
Garden City, NY 11530
(516) 780-0258



ANDREW CAMPANELLI, ESQ.
CAMPANELLI & ASSOCIATES, P.C.
Attorneys for the Plaintiffs
1757 Merrick Avenue, Suite 204
Merrick, New York 11556
(516) 746-1600

SO ORDERED: 9/30/2022

/s/ Gary R. Brown

HON. GARY R. BROWN

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
PAUL SCHULTZ, JEMPATH INC., CARINA'S FINE
JEWELRY LLC and BRICKSTONE BUYING
SERVICES INC.,

19-cv-00361
(GRB)(SIL)

Plaintiffs,

- against -

**ORDER ISSUED
PURSUANT TO G.M.L. §
6-N APPROVING
SETTLEMENT**

THE COUNTY OF SUFFOLK,

Defendant.

-----X

PRESENT: Non. Gary R. Brown, U.S.D.J.

WHEREAS, an application has been made to the undersigned by defendant County of Suffolk, in the captioned action for an Order approving a settlement of the action pursuant to Section 6-n of the General Municipal Law of the State of New York, for the sum of ONE HUNDRED NINETY-SIX THOUSAND, SIX HUNDRED NINETY-SEVEN DOLLARS AND THIRTY-ONE CENTS (\$196,697.31) compensatory damages together with statutory attorney's fees of ONE HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED NINE DOLLARS AND EIGHTEEN CENTS (\$144,809.18), pursuant to 42 U.S.C. § 1988 for a combined total of THREE HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED SIX DOLLARS AND FORTY NINE CENTS (\$341,506.49).

NOW, upon reading and filing:

- a) the letter of Joseph E. Macy, Esq., as Special Counsel to Suffolk County dated September 29, 2022;

- b) the General Release signed by plaintiffs, PAUL SCHULTZ, JEMPATH, INC., CARINA'S FINE JEWELRY LLC and BRICKSTON BUYING SERVICES INC.;
- c) the letter of plaintiffs' attorney, Andrew J. Campanelli, Esq., agreeing to settlement; and,
- d) the letter of Robert Trotta Chair of the Suffolk County Ways & Means Committee for the Suffolk County Legislature, approving settlement of the claim; and,

It appearing to the satisfaction of this Court from all prior proceedings had herein, that the proposed settlement of THREE HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED SIX DOLLARS AND FORTY-NINE CENTS (341,506.49), to be paid by defendant, County of Suffolk, is just reasonable and in the best interest of Suffolk County and the plaintiffs;

IT IS, therefore, on the application of defendant, County of Suffolk, and with the consent of the plaintiffs' attorney;

THEREFORE ORDERED that said settlement is hereby approved and shall be disbursed in the following manner:

ORDERED, that the settlement of the captioned matter for the amount THREE HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED SIX DOLLARS AND FORTY-NINE CENTS (341,506.49), inclusive of all costs, disbursements and attorney's fees, to be paid to plaintiffs, PAUL SCHULTZ, JEMPATH, INC., CARINA'S FINE JEWELRY LLC and BRICKSTON BUYING SERVICES INC., and their attorneys, Campanelli & Associates is approved, and the application for said approval is hereby granted.

SO ORDERED.

ENTER:

/s/ Gary R. Brown

Hon. Gary R. Brown, U.S.D.J.

Dated: 9/30/2022

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,

KNOW THAT

PAUL SCHULTZ,

as RELEASOR,

in consideration of the sum of

Ten Dollars (\$10.00)

and other good and valuable consideration,

received from

THE COUNTY OF SUFFOLK, a municipal corporation

as RELEASEE,

receipt whereof is hereby acknowledged, releases and discharges

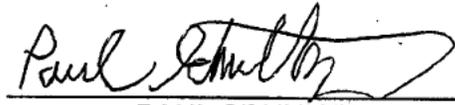
THE COUNTY OF SUFFOLK, its members, elected officials, directors, agents, managers, employees, subsidiaries, affiliates, administrators, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'S directors, officers, shareholders, employees, agents, servants, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE.

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR has hereunder set RELEASOR'S hand and seal on the 9TH day of September, 2022.

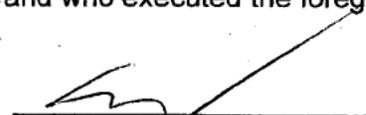
IN PRESENCE OF:


PAUL SCHULTZ

STATE OF NEW YORK, COUNTY OF _____, ss.:

On September 9, 2022, before me, personally came PAUL SCHULTZ, to me known and known to me to be the individual(s) described in, and who executed the foregoing RELEASE, and duly acknowledged to me that he executed the same.

ANDREW J. CAMPANELLI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 30-5008314
Qualified in Nassau County
Commission Expires March 1, 2023


NOTARY PUBLIC

Bill-General Release by Corporation:6-76

**TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,
KNOW THAT**

CARINA'S FINE JEWELRY LLC,

as **RELEASOR,**

A Limited Liability Company organized under the laws of the State of New York
in consideration of the sum of

Ten Dollars (\$10.00),

and other good and valuable consideration
received from

THE COUNTY OF SUFFOLK, a municipal corporation

as **RELEASEE,**

receipt whereof is hereby acknowledged, releases and discharges

THE COUNTY OF SUFFOLK, its members, elected officials, directors, agents, managers, employees, subsidiaries, affiliates, administrators, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'S directors, officers, shareholders, employees, agents, servants, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE.

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR has caused this RELEASE to be executed by its duly authorized members and its company seal to be hereunto affixed on September 9, 2022

IN PRESENCE OF:

By: Paul Schultz
A Managing-Member

STATE OF NEW YORK, COUNTY OF _____, ss.:

On September 9, 2022 before me personally came Paul Schultz to me known, who, by me duly sworn, did depose and say that deponent resides at 45 Shore Rd, Amityville, NY 11701; that deponent is the Managing Member of CARINA'S FINE JEWELRY LLC, the Limited Liability Company described in, and which executed the foregoing RELEASE, that deponent knows the seal of the corporation, that the seal affixed to the RELEASE is the corporate seal, that it was affixed by order of the board of Directors of the Limited Liability Company; and that deponent signed deponent's name by like order.

ANDREW J. CAMPANELLI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 30-5008914
Qualified in Nassau County
Commission Expires March 1, 2023

Andrew J. Campanelli
NOTARY PUBLIC

B111-General Release by Corporation:6-76

**TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,
KNOW THAT**

BRICKSTONE BUYING SERVICES, INC.,

as **RELEASOR,**

A Corporation organized under the laws of the State of New York
in consideration of the sum of

Ten Dollars (\$10.00),

and other good and valuable consideration
received from

THE COUNTY OF SUFFOLK, a municipal corporation

as **RELEASEE,**

receipt whereof is hereby acknowledged, releases and discharges

THE COUNTY OF SUFFOLK, its members, elected officials, directors, agents, managers, employees, subsidiaries, affiliates, administrators, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'S directors, officers, shareholders, employees, agents, servants, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE.

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR has caused this RELEASE to be executed by its duly authorized officers and its company seal to be hereunto affixed on September 9, 2022

IN PRESENCE OF:

By: Paul Schultz
An Officer

STATE OF NEW YORK, COUNTY OF _____, ss.:

On September 9, 2022 before me personally came Paul Schultz to me known, who, by me duly sworn, did depose and say that deponent resides at 45 Shore Rd, Amityville, NY 11701; that deponent is the President of **BRICKSTONE BUYING SERVICES, INC.**, the Corporation described in, and which executed the foregoing RELEASE, that deponent knows the seal of the corporation, that the seal affixed to the RELEASE is the corporate seal, that it was affixed by order of the board of Directors of the Corporation; and that deponent signed deponent's name by like order.

ANDREW J. CAMPANELLI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 30-5008814
Qualified in Nassau County
Commission Expires March 1, 2023

Andrew J. Campanelli
NOTARY PUBLIC