

AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M  
LAWRENCE K. BAERMAN, Clerk  
UTICA

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

**Plaintiff,**  
**and**  
**MARGARET SCHNOOP, ELIZABETH**  
**FLORES and ERIN BLAIR.**

## Intervening Plaintiffs

 $\mathbf{v}_i$ 

**ROTARY CORPORATION, KEITH BARRY,  
and ALAN MAKARWICH,  
Defendants.**

Civil Action No.  
00-cv-1478 DNH-RFT  
CONSENT DECREE

This action was initiated on September 26, 2000 by the Equal Employment Opportunity Commission (hereinafter "EEOC"), an agency of the United States Government, alleging that Rotary Corporation (hereinafter "Rotary") violated Title VII of the Civil Rights Act of 1964, as amended, and Title I of the Civil Rights Act of 1991, by subjecting Margaret Schnoop, Elizabeth Flores and Erin Blair to a hostile work environment because of their sex, female, and making the conditions of employment so intolerable that Margaret Schnoop, Elizabeth Flores and Erin Blair were forced to resign.

The parties agree that it is in their mutual interest to

fully resolve the matter without further litigation.

Margaret DeSantis (formerly Margaret Schnoop) (hereinafter "Schnoop"), Erin Blair (hereinafter "Blair"), Elizabeth Flores (hereinafter "Flores"), Rotary, Keith Barry (hereinafter "Barry"), Alan Makarwich (hereinafter "Makarwich") and Steven P. Kartzman, as Trustee of the Bankruptcy Estate of Erin Blair do hereby stipulate and consent to the entry of this Consent Decree ("Decree") as final and binding among the parties signatory hereto and their successors and assigns. This Decree resolves all matters raised in the Plaintiffs-Intervenors' complaints filed herein.

In consideration of the mutual promises of each party to this Decree, the sufficiency of which is hereby acknowledged, it is DECREED, ADJUDGED, AND ORDERED AS FOLLOWS:

1. This Decree resolves all of the issues raised by EEOC Charge Numbers 165-99-0223, 165-99-0263, and 165-99-0229 and the EEOC Complaint in this case as they relate to claims for damages for Plaintiff-Intervenors as well as all issues raised by the Plaintiff-Intervenors' Complaints in this case, but does not constitute any findings of fact or conclusions of law.
2. The parties agree that this Court has jurisdiction of the subject matter of this action and of the parties, that venue is proper, and that all administrative prerequisites have

been met.

3. No party shall contest the jurisdiction of the Federal District Court to enforce this Decree and its terms nor the right of any party to bring an enforcement suit upon breach of any of the terms of this Decree by any party. Breach of any material term of this Decree should be deemed to be a substantive breach of this Decree. No party shall contest the validity of this Consent Decree nor the jurisdiction of the Federal District Court to enforce this Consent Decree and its terms or the right of any party to bring an enforcement action upon breach of any term of this decree by any party.

4. Monetary Relief and Related Provisions

- a. Rotary's Payment to Schnoop

Rotary hereby agrees to pay to Schnoop a single lump sum payment of Seventy-five Thousand Dollars (\$75,000.00) (the "Schnoop Settlement Amount") by check made out to the order of Margaret DeSantis, after receiving notice of approval by the Court of this Consent Decree and upon receipt in exchange therefore of a fully executed release from Schnoop identical in form and substance to the release marked Exhibit "A" to this Consent Decree and attached hereto and forming a part hereof under which Schnoop hereby agrees to and

will be releasing any and all causes of action, rights, claims, and other remedies against Rotary and certain named related individuals and entities. Since Rotary has consistently taken the position that, even were Schnoop to prevail in her lawsuit against Rotary, that the only damages she would be entitled to receive would be compensatory damages for alleged emotional distress, the parties hereby agree that the entire Seventy-five Thousand (\$75,000.00) Dollar Schnoop Settlement Amount is to be paid on account of Schnoop's claim for compensatory damages for alleged emotional distress resulting from the alleged hostile work environment and sexual or gender harassment she claims to have suffered at Rotary. The parties further agree that the Schnoop Settlement Amount is not subject to federal or state employment taxes and that it is also not subject to federal or state income tax withholding. However, the parties agree that Rotary shall report the full amount of the Schnoop Settlement Amount on Internal Revenue Service Form 1099-MISC as taxable income to Schnoop if, in its judgment, it determines that such reporting is required by applicable law. The parties further agree that Schnoop is ultimately responsible for determining whether the full amount, or any portion, of the Schnoop

Settlement Amount is includable in Schnoop's gross income for purposes of her 2004 income tax return(s). The parties further agree that Schnoop shall be solely responsible for any and all taxes payable with respect to the Schnoop Settlement Amount.

b. Barry's Payments to Schnoop

Barry hereby agrees to deliver to Schnoop a fully executed and guaranteed promissory note, guaranteed by Barry's son, Derek Barry, in form and substance identical to the promissory note and guaranty agreement marked Exhibit "B" attached hereto and forming a part hereof for the payment on behalf of Schnoop of eight equal installments totaling Twenty Thousand Dollars (\$20,000.00) after receiving notice from the Court of the approval of this Consent Decree and upon receipt from Schnoop of a fully executed release of all claims against Barry in form and substance identical to the release marked Exhibit "C" to this Consent Decree and attached hereto and forming a part hereof. Since Barry has consistently taken the position that, even were Schnoop to prevail in her lawsuit against him, that the only damages she would be entitled to receive would be compensatory damages for emotional distress, the parties hereby agree that the entire Twenty Thousand

(\$20,000.00) Dollar amount Barry is to pay Schnoop hereunder is to be paid on account of Schnoop's claim for compensatory damages for alleged emotional distress resulting from the alleged hostile work environment and sexual or gender harassment she claims to have suffered at Rotary by means of Barry's actions.

c. Rotary's Payments to Flores

Rotary hereby agrees to pay to Flores a single lump sum payment of Fifty Thousand Dollars (\$50,000.00) (the "Flores Settlement Amount") by check made out to the order of Elizabeth Flores, after receiving notice of approval by the Court of this Consent Decree and upon receipt of a fully executed release from Flores identical in form and substance to the release marked Exhibit "D" to this Consent Decree and attached hereto and forming a part hereof under which Flores hereby agrees to and will be releasing any and all rights, causes of action, claims and other rights against Rotary and certain named related individuals and entities. Since Rotary has consistently taken the position that, even were Flores to prevail in her lawsuit against Rotary, that the only damages she would be entitled to receive would be compensatory damages for emotional distress, the parties hereby agree that

the entire Fifty Thousand (\$50,000.00) Dollar Flores Settlement Amount is to be paid on account of Flores' claim for compensatory damages for alleged emotional distress resulting from the alleged hostile work environment and sexual or gender harassment she claims to have suffered at Rotary. The parties agree that the Flores Settlement Amount is not subject to federal or state employment taxes and that it is also not subject to federal or state income tax withholding. However, the parties agree that Rotary shall report the full amount of the Flores Settlement Amount on Internal Revenue Service Form 1099-MISC as taxable income to Flores if, in its judgment, it determines that such reporting is required by applicable law. The parties further agree that Flores is ultimately responsible for determining whether the full amount, or any portion, of the Flores Settlement Amount is includable in Flores' gross income for purposes of her 2004 income tax return(s). The parties further agree that Flores shall be solely responsible for any and all taxes payable with respect to the Flores Settlement Amount.

d. Makarwich's Payments to Flores

Makarwich hereby agrees to deliver to Flores a lump sum settlement amount of Five Thousand dollars (\$5,000.00)

payable by personal check made out to Elizabeth Flores after receiving notice from the Court of the approval of this Consent Decree and upon receipt from Flores of a fully executed release of all claims against Makarwich and Barry in form and substance identical to the release marked Exhibit "E" to this Consent Decree and attached hereto and forming a part hereof. Since Makarwich has consistently taken the position that, even were Flores to prevail in her lawsuit against him, that the only damages she would be entitled to receive would be compensatory damages for emotional distress, the parties hereby agree that the entire Five Thousand (\$5,000.00) Dollar amount Makarwich is to pay Flores hereunder is to be paid on account of Flores' claim for compensatory damages for alleged emotional distress resulting from the alleged hostile work environment and sexual or gender harassment she claims to have suffered at Rotary by means of Makarwich's actions.

e. Rotary's Payments on behalf of Blair

Blair hereby acknowledges that she is in Chapter 7 bankruptcy proceedings in the U.S. Bankruptcy Court, District of New Jersey (Newark), Bankruptcy Petition #: 99-34090-RG. Rotary hereby agrees to pay to Steven P. Kartzman, Trustee for the Bankruptcy Estate of Erin



Blair a single lump sum payment of Thirty-five Thousand Dollars (\$35,000.00) (the "Blair Settlement Amount") by check made out to the order of Steven P. Kartzman, Trustee, after receiving notice of approval by the Court of this Consent Decree and upon receipt of fully executed releases from Blair and from Steven P. Kartzman, Trustee identical in form and substance to the releases marked Exhibits "F" and "G" to this Consent Decree and attached hereto and forming a part hereof under which Blair, individually, and Steven P. Kartzman, as Trustee of the Bankruptcy Estate of Erin Blair, hereby agree to and will be releasing any and all rights, causes of action, claims and other remedies against Rotary and certain named related individuals and entities. Since Rotary has consistently taken the position that, even were Blair to prevail in her lawsuit against Rotary, that the only damages she would be entitled to receive would be compensatory damages for emotional distress, the parties hereby agree that the entire Thirty-five Thousand (\$35,000.00) Dollar Blair Settlement Amount is to be paid on account of Blair's claim for compensatory damages for alleged emotional distress resulting from the alleged hostile work environment and sexual or gender harassment she

claims to have suffered at Rotary. The parties agree that the Blair Settlement Amount is not subject to federal or state employment taxes and that it is also not subject to federal or state income tax withholding. However, the parties agree that Rotary shall report the full amount of the Blair Settlement Amount on Internal Revenue Service Form 1099-MISC as taxable income to Blair if, in its judgment, it determines that such reporting is required by applicable law. The parties further agree that Blair is ultimately responsible for determining whether the full amount, or any portion, of the Blair Settlement Amount is includable in Blair's gross income for purposes of her 2004 income tax return(s). The parties further agree that Blair shall be solely responsible for any and all taxes payable with respect to the Blair Settlement Amount. Blair and Steven P. Kartzman, Trustee will also release Barry and Makarwich per attached releases to the Consent Decree marked Exhibits "H" and "I" in partial exchange for Rotary's payments.

- f. In exchange for the above payments, Blair, Steven P. Kartzman, as Trustee for the Bankruptcy Estate of Blair, Flores, and Schnoop hereby agree that they will release any and all rights, causes of actions, claims

and all other remedies against Rotary, its affiliates, directors, officers, employees, and agents and against Makarwich and Barry per the attached exhibits.

- g. The parties further agree that Blair, Flores and Schnoop will each be solely responsible for the timely payment of any federal, state and local income and employment taxes due from her on payments she will be receiving or which will be received on her behalf under this Consent Decree as well as any interest, additions to tax or penalties arising from her failure to make timely payment. Each of Blair, Flores and Schnoop hereby agrees to indemnify and hold harmless Rotary, Makarwich and Barry from and against any and all claims for taxes, interest, additions to tax, and penalties owing with regard to the payments to her or on her behalf provided for under this Consent Decree.
- h. In addition, upon receiving notice of the Court's approval of this Consent Decree Barry and Makarwich hereby agree to and shall release Rotary and its affiliates, employees, directors, and officers, and agents from any and all causes of action, claims, rights and other remedies against Rotary they may have by executing releases in form and substance identical to the releases attached hereto and made a part hereof

and marked Exhibits "J" and "K" and delivering same to Rotary's counsel Robert S. Catapano-Friedman and Rotary hereby agrees to and shall release Barry and Makarwich from any and all causes of action, claims, rights and other remedies Rotary may have against them by executing releases in form and substance identical to the releases attached hereto and made a part hereof and marked Exhibits "L" and "M".

i. Agreement Not To File Claims

The parties hereto agree not to file any claims, suits, charges or actions regarding matters they have released pursuant to this Consent Decree. The parties further agree that pursuant to this Consent Decree all previously filed charges, suits and claims are hereby dismissed with prejudice.

j. Nondisparagement of Parties

As partial consideration for the payments or other consideration to them under this Consent Decree Barry, Schnoop, Blair, Makarwich, and Flores agree not to disparage Rotary or its products, services and personnel, in any way whatsoever regarding matters that have occurred prior to the date of this Consent Decree.

k. Destruction of Produced Documentation

In accordance with the Stipulation and Order Governing

the Production and Use of Confidential Material entered into in these proceedings, each party hereto agrees to destroy, within thirty (30) days after the entry of this Consent Decree, all documents marked or designated "Confidential" and produced to that party by another party to these proceedings. Certification of this destruction shall be provided by written letter of that party's counsel to the counsel representing the party which provided the documents.

1. Future Employment

Schnoop, Flores, Blair, Makarwich and Barry agree not to seek reinstatement or to apply for future employment with Rotary or any of its related companies and they hereby waive any right to do so.

m. Entire Agreement.

This Consent Decree represents the entire agreement of the parties relating to the subject matter hereof and supersedes any and all prior agreements of the parties relating thereto.

n. Representations and Warranties

Neither Schnoop, Blair, Flores, Rotary, Makarwich, nor Barry has made any representation or warranty to any of the other parties to this Agreement to induce the signing of this Agreement other than those expressly

stated herein.

o. Governing Law

This Consent Decree shall be governed by and construed according to the laws of the State of New York, and according to applicable federal laws.

p. Amendment

This Consent Decree may not be amended except by a writing signed by the party to be charged with agreeing to the amendment and by approval of the Court.

q. Binding Effect

This Consent Decree shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assigns, whether by stock or asset sale, spinoff, merger or consolidation, operation of law, or otherwise.

r. No Admissions

This Consent Decree will not be construed as an admission or evidence that any party hereto has failed in any way to act appropriately or to comply with any applicable law. It is specifically understood that the parties have entered into this Consent Decree in order to expedite the resolution of this litigation and to avoid the further costs and risks associated with further litigation. In particular, Rotary denies that

it has violated any law, and it is understood that by entering into this Consent Decree Rotary does not in any way admit to having violated any federal or state law.

s. Attorneys' Fees, Costs and Expenses

The parties shall bear their own attorneys fees, costs, and expenses in this lawsuit. No party and none of their attorneys shall file a petition for award of such fees, costs or expenses, and by signing this Consent Decree the parties and their attorneys expressly relinquish any and all rights to seek or obtain attorneys' fees from any other party to this Consent Decree or their counsel.

5. This Consent Decree constitutes the complete understanding among Schnoop, Blair, Steven P. Kartzman, as Trustee for the Bankruptcy Estate of Erin Blair, Flores, Rotary, Makarwich, and Barry. No other promises or agreements shall be binding unless agreed to in writing and signed by these parties and approved by the Court.
6. This action is dismissed with prejudice, provided, however that the court retains jurisdiction to enforce the terms of this Decree.
7. Exercise of Agreement in Counterparts  
This Agreement may be executed in counterparts, each of

which shall be deemed to be an original, but all of which  
together shall constitute one and the same instrument.

|  |  |
|--|--|
| Dated: Schenectady, New York<br>5/25/04<br>----- | <u>s/Thomas DeLorenzo</u><br>PLAINTIFFS-INTERVENOR COUNSEL<br>Thomas DeLorenzo<br>DeLorenzo Law Firm<br>201 Nott Terrace<br>Schenectady NY 12307                                     |
| Dated: Albany, New York<br>5/24/04<br>-----      | S/Robert S. Catapano-Friedman<br>-----<br>Robert S. Catapano-Friedman<br>Robert S. Catapano-Friedman, P.C.<br>COUNSEL FOR DEFENDANT ROTARY<br>744 Broadway<br>Albany, New York 12207 |
| Dated: Albany, New York<br>5/20/04<br>-----      | S/Sanford Soffer<br>-----<br>Sanford Soffer<br>COUNSEL FOR DEFENDANT KEITH BARRY<br>1683 Western Avenue<br>Albany, New York 12203  |
| Dated: Albany, New York<br>5/24/04<br>-----      | S/John T. Casey, Jr.<br>-----<br>John T. Casey, Jr.<br>COUNSEL FOR DEFENDANT ALAN<br>MAKARWICH<br>744 Broadway<br>Albany, New York 12207   |
| Dated: Albany, New York<br><u>5/21/04</u>        | <u>S/Keith Barry</u><br>Keith Barry  |
| Dated: Albany, New York<br><u>5/26/04</u>        | <u>S/Alan Makarwich</u><br>Alan Makarwich  |
| Dated: Albany, New York<br><u>5/25/04</u>        | <u>S/Margaret DeSantis</u><br>Margaret DeSantis  |



Dated: Albany, New York

6/1/04

S/Elizabeth Flores

Elizabeth Flores

Dated: Albany, New York

6/3/04

S/ Erin Blair

Erin Blair

Dated: Morris Plains, New Jersey

8/2/04

S/Stephen P. Kartzman

Steven P. Kartzman, as  
Trustee for the Bankruptcy  
Estate of Erin Blair  
Mellinger, Sanders & Kartzman  
101 Gibraltar Drive, Suite 2F  
Morris Plains, New Jersey 07950


Dated: Albany, New York

5/25/04

S/Saralyn Tootle

Saralyn Tootle, Human Resources  
Manager, Rotary Corporation

SO ORDERED



U.S.D.J.

8-24-04

EXHIBIT "A"

GENERAL RELEASE

Margaret DeSantis, formerly known as Margaret Schnoop, (hereinafter also referred to as "Schnoop" or "Margaret Schnoop") releases and remises Rotary Corporation and any and all of its direct or indirect affiliates, subsidiaries, parents and related companies (hereinafter in the aggregate referred to as "Rotary"), Rotary's predecessors-in-interest and successors-in-interest, and Rotary's past, present and future officers, directors, shareholders, attorneys, supervisors, employees, insurers, representatives and agents, in their individual as well as official capacities (collectively "Releasees"); jointly and severally, all and singularly, of and from any and all claims, causes of action, suits, charges, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, torts, acts or omissions, controversies, agreements, promises, damages, judgments, rights and demands whatsoever, known or unknown, in law or equity, from the beginning of the world to the date of the execution hereof, whether or not capable of proof as of the date of the written settlement agreement and consent decree dated May 2004 among Margaret DeSantis, Elizabeth Flores ("Flores"), Erin Blair ("Blair"), Rotary Corporation, Steven P. Kartzman, as Trustee, Alan Makarwich ("Makarwich") and Keith Barry ("Barry") (the "Agreement"), including but not limited to: (a) all claims arising out of Schnoop's employment and/or the termination of that employment; (b) all common law claims, now existing or hereafter recognized, including, but not limited to, libel, slander, defamation, assault, battery, interference with actual or prospective contractual relations, breach of any duty of confidentiality, infliction of emotional distress, promissory or equitable estoppel, misrepresentation, fraud, breach of contract, wrongful discharge, negligence, and breach of covenant of good faith and fair dealing; (c) any claims for unpaid or withheld wages or bonuses or other compensation, severance pay, stock, commissions, or employee benefits of any kind, including, but not limited to claims for violation of the Employee Retirement Income Security Act of 1974, as amended, occurring up to the date of the execution of the Agreement; (d) all other claims which were or could have been asserted in the action, entitled EEOC and Schnoop, Flores, and Blair v. Rotary Corporation, Markawich and Barry under Docket No. **00-cv-1478 DNH-RFT** in the United States District Court for the Northern District of New York, including, but not limited to, claims for attorneys' fees, costs and expenses; and (e) any claims of discrimination based on age, sex (including, but not limited to, sexual harassment and hostile work environment), disability, perceived disability, race, religion, color, creed, citizenship, national origin, marital status or any other factor prohibited by federal, state or local law (including, but not limited to, the New York State Executive Law, Title I of the Civil Rights Act of 1991, and Title VII of the Civil Rights Act of 1964, as amended), and any claims of retaliation for raising, asserting or supporting such claims of discrimination, which have arisen before the date of the execution of this Agreement. Schnoop specifically waives any claim for reinstatement or re-employment with Rotary.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Margaret DeSantis

\_\_\_\_\_  
Witness

*Exhibit B*  
**PROMISSORY NOTE**

\$20,000.00

MAY , 2004

**1. UNDERSIGNED'S PROMISE TO PAY**

In full and final settlement of all claims against me in an action in the United States District for the Northern District of New York in which I am named as a co-defendant in an action by intervening plaintiff Margaret Schnoop, I promise to pay \$20,000 to the order of Thomas E. DeLorenzo as Attorney for Margaret Schnoop or his assignee, who will be entitled to receive payments under this Note is called the "Note Holder".

**2. INTEREST**

The aforementioned sum is to be paid without interest unless I default in any installment payment as hereinafter specified wherein interest of 9% for the remaining balance then due would accrue.

**3. PAYMENTS**

The first payment shall be due on August 1, 2004 in the sum of \$2,500 and the additional sums of \$2,500 to be paid on January 10, 2005; July 1, 2005; January 10, 2006; July 1, 2006; January 10, 2007; July 1, 2007 and January 10, 2008. I will make the installment payments to Thomas E. DeLorenzo, Esq. as attorney for Margaret Schnoop, at his office at 201 North Terrace Schenectady, New York 12307 or to any assignee thereafter by written notice to me.

**4. UNDERSIGNED'S RIGHT TO PREPAY**

I have the right to make payments at any time before they are due to the Note Holder in writing that I am doing so. I may make full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this note.

**5. UNDERSIGNED'S FAILURE TO PAY AS REQUIRED**

**(A) Default**

If I do not make the full amount of each installment payment on the date it is due, I will be in default.

**(B) Notice of a Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount which has not been paid. That date must be at least 30 days after the date on which notice is mailed to me.

**(C) Consequence of Non-Payment After Proper Notice**

In the event I fail to make the installment payment after receipt of the written notice of default, and the Note Holder does not extend my time to make the installment payment, then the Note Holder shall have the option of declaring the total balance due, and until payment of that amount, interest would accrue on that balance at the rate of 9% per annum.


## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that mu under this note will be given by mailing it by first class mail to me at my add Road, Ft. Plain, NY 13339 or at any subsequent address to be given by me in mail to the Note Holder.

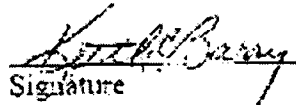
## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and pers keep all of the promises made in this Note including the promise to pay the f Any person who is a guarantor, surety or endorser of this Note is also obligat things. Any person who takes over these obligations, including the obligation surety or endorser of this Note is also obligated to keep all the promises mad Note Holder may enforce its rights under this Note against each person indiv of us. This means that any one of us may be required to pay all of the amoun Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
Guarantor

Derek Barry  
Print Name

  
Signature

Keith Barry  
Print Name

754 Kahn Road, Ft  
Address

EXHIBIT "C"

GENERAL RELEASE

Margaret DeSantis, formerly known as Margaret Schnoop (hereinafter also referred to as "Schnoop" or "Margaret Schnoop") hereby unconditionally and irrevocably discharges, releases and remises Keith Barry (hereinafter "Barry") of and from any and all claims, causes of action, suits, charges, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, torts, acts or omissions, controversies, agreements, promises, damages, judgements, rights and demands whatsoever, known or unknown, in law or equity, from the beginning of the world to the date of the execution hereof, whether or not capable of proof as of the date of the written settlement agreement and consent decree dated May 2004 among Margaret DeSantis, Elizabeth Flores ("Flores"), Erin Blair ("Blair"), Steven P. Kartzman, as Trustee, Rotary Corporation, Alan Makarwich ("Makarwich") and Keith Barry ("Barry") (the "Agreement"), including but not limited to: (a) all claims arising out of Schnoop's employment, and the termination of that employment; (b) all common law claims, now existing or hereafter recognized, including, but not limited to, libel, slander, defamation, assault, battery, interference with actual or prospective contractual relations, breach of any duty of confidentiality, infliction of emotional distress, promissory or equitable estoppel, misrepresentation, fraud, breach of contract, wrongful discharge, negligence, and breach of covenant of good faith and fair dealing; (c) any claims for unpaid or withheld wages or bonuses or other compensation, severance pay, stock, commissions, or employee benefits of any kind, including, but not limited to claims for violation of the Employee Retirement Income Security Act of 1974, as amended, occurring up to the date of the execution of the Agreement; (d) all other claims which were or could have been asserted in the action, entitled, EEOC and Schnoop, Blair, and Flores v. Rotary Corporation, Makarwich and Barry, under Docket No. **00-cv-1478 DNH-RFT** in the District Court for the Northern District of New York, including, but not limited to, claims for attorneys' fees, costs and expenses; and (e) any claims of discrimination based on sex (including, but not limited to, sexual harassment and hostile work environment), age, disability, perceived disability, race, religion, color, creed, citizenship, national origin, marital status or any other factor prohibited by federal, state or local law (including, but not limited to the New York State Executive Law, Title I of the Civil Rights Act of 1991, and Title VII of the Civil Rights Act of 1964, as amended), and any claims of retaliation for raising, asserting or supporting such claims of discrimination, which have arisen before the date of the execution of this Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Margaret DeSantis

\_\_\_\_\_  
Witness

EXHIBIT "D"

GENERAL RELEASE

Elizabeth Flores (hereinafter "Flores") hereby unconditionally and irrevocably discharges, releases and remises Rotary Corporation and any and all of its direct or indirect affiliates, subsidiaries, parents and related companies (hereinafter in the aggregate referred to as "Rotary"), Rotary's predecessors-in-interest and successors-in-interest, and Rotary's past, present and future officers, directors, shareholders, attorneys, supervisors, employees, insurers, representatives and agents, in their individual as well as official capacities (collectively "Releasees"), jointly and severally, all and singularly, of and from any and all claims, causes of action, suits, charges, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, torts, acts or omissions, controversies, agreements, promises, damages, judgments, rights and demands whatsoever, known or unknown, in law or equity, from the beginning of the world to the date of the execution hereof, whether or not capable of proof as of the date of the written settlement agreement and consent decree dated May 2004 among Margaret DeSantis (hereinafter also referred to as "Schnoop"), Flores, Erin Blair ("Blair"), Steven P. Kartzman, as Trustee, Rotary Corporation, Alan Makarwich ("Makarwich") and Keith Barry ("Barry") (the "Agreement"), including but not limited to: (a) all claims arising out of Flores' employment and/or the termination of that employment; (b) all common law claims, now existing or hereafter recognized, including, but not limited to, libel, slander, defamation, assault, battery, interference with actual or prospective contractual relations, breach of any duty of confidentiality, infliction of emotional distress, promissory or equitable estoppel, misrepresentation, fraud, breach of contract, wrongful discharge, negligence, and breach of covenant of good faith and fair dealing; (c) any claims for unpaid or withheld wages or bonuses or other compensation, severance pay, stock, commissions, or employee benefits of any kind, including, but not limited to claims for violation of the Employee Retirement Income Security Act of 1974, as amended, occurring up to the date of the execution of the Agreement; (d) all other claims which were or could have been asserted in the action, entitled, EEOC and Schnoop, Blair, and Flores v. Rotary Corporation, Makarwich and Barry, under Docket No. **00-cv-1478 DNH-RFT** in the United States District Court for the Northern District of New York, including, but not limited to, claims for attorneys' fees, costs and expenses; and (e) any claims of discrimination based on sex (including, but not limited to, sexual harassment and hostile work environment), age, disability, perceived disability, race, religion, color, creed, citizenship, national origin, marital status or any other factor prohibited by federal, state or local law (including, but not limited to the New York State Executive Law, Title I of the Civil Rights Act of 1991, and Title VII of the Civil Rights Act of 1964, as amended), and any claims of retaliation for raising, asserting or supporting such claims of discrimination, which have arisen before the date of the execution of this Agreement. Flores specifically waives any claim to reinstatement or re-employment at Rotary.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Elizabeth Flores

\_\_\_\_\_  
Witness

EXHIBIT "E"

GENERAL RELEASE

Elizabeth Flores (hereinafter "Flores") hereby unconditionally and irrevocably discharges, releases and remises Alan Makarwich (hereinafter "Makarwich") and Keith Barry (hereinafter "Barry") of and from any and all claims, causes of action, suits, charges, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, torts, acts or omissions, controversies, agreements, promises, damages, judgements, rights and demands whatsoever, known or unknown, in law or equity, from the beginning of the world to the date of the execution hereof, whether or not capable of proof as of the date of the written settlement agreement and consent decree dated May 2004 among Margaret DeSantis (hereinafter referred to as "Schnoop"), Flores, Erin Blair ("Blair"), Steven P. Kartzman, as Trustee, Rotary Corporation, Makarwich and Barry (the "Agreement"), including but not limited to: (a) all claims arising out of Flores's employment, and the termination of that employment; (b) all common law claims, now existing or hereafter recognized, including, but not limited to, libel, slander, defamation, assault, battery, interference with actual or prospective contractual relations, breach of any duty of confidentiality, infliction of emotional distress, promissory or equitable estoppel, misrepresentation, fraud, breach of contract, wrongful discharge, negligence, and breach of covenant of good faith and fair dealing; (c) any claims for unpaid or withheld wages or bonuses or other compensation, severance pay, stock, commissions, or employee benefits of any kind, including, but not limited to claims for violation of the Employee Retirement Income Security Act of 1974, as amended, occurring up to the date of the execution of the Agreement; (d) all other claims which were or could have been asserted in the action, entitled, EEOC and Schnoop, Blair, and Flores v. Rotary Corporation, Makarwich and Barry, under Docket No. **00-cv-1478 DNH-RFT** in the United States District Court for the Northern District of New York, including, but not limited to, claims for attorneys' fees, costs and expenses; and (e) any claims of discrimination based on age, sex (including, but not limited to, sexual harassment and hostile work environment), disability, perceived disability, race, religion, color, creed, citizenship, national origin, marital status or any other factor prohibited by federal, state or local law (including, but not limited to the New York State Executive Law, Title I of the Civil Rights Act of 1991, and Title VII of the Civil Rights Act of 1964, as amended), and any claims of retaliation for raising, asserting or supporting such claims of discrimination, which have arisen before the date of the execution of this Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Elizabeth Flores

\_\_\_\_\_  
Witness

EXHIBIT "F"

GENERAL RELEASE

Erin Blair (hereinafter "Blair") hereby unconditionally and irrevocably discharges, releases and remises Rotary Corporation and any and all of its direct or indirect affiliates, subsidiaries, parents and related companies (hereinafter in the aggregate referred to as "Rotary"), Rotary's predecessors-in-interest and successors-in-interest, and Rotary's past, present and future officers, directors, shareholders, attorneys, supervisors, employees, insurers, representatives and agents, in their individual as well as official capacities (collectively "Releasees"), jointly and severally, all and singularly, of and from any and all claims, causes of action, suits, charges, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, torts, acts or omissions, controversies, agreements, promises, damages, judgements, rights and demands whatsoever, known or unknown, in law or equity, from the beginning of the world to the date of the execution hereof, whether or not capable of proof as of the date of the written settlement agreement and consent decree dated May 2004 among Margaret DeSantis (hereinafter referred to as "Schnoop"), Elizabeth Flores ("Flores"), Blair, Steven P. Kartzman, as Trustee, Rotary Corporation, Alan Makarwich ("Makarwich") and Keith Barry ("Barry") (the "Agreement"), including but not limited to: (a) all claims arising out of Blair's employment, and/or the termination of that employment; (b) all common law claims, now existing or hereafter recognized, including, but not limited to, libel, slander, defamation, assault, battery, interference with actual or prospective contractual relations, breach of any duty of confidentiality, infliction of emotional distress, promissory or equitable estoppel, misrepresentation, fraud, breach of contract, wrongful discharge, negligence, and breach of covenant of good faith and fair dealing; (c) any claims for unpaid or withheld wages or bonuses or other compensation, severance pay, stock, commissions, or employee benefits of any kind, including, but not limited to claims for violation of the Employee Retirement Income Security Act of 1974, as amended, occurring up to the date of the execution of the Agreement; (d) all other claims which were or could have been asserted in the action, entitled, EEOC and Schnoop, Blair, and Flores v. Rotary Corporation, Makarwich and Barry, under Docket No. **00-cv-1478 DNH-RFT** in the United States District Court for the Northern District of New York, including, but not limited to, claims for attorneys' fees, costs and expenses; and (e) any claims of discrimination based on age, sex (including, but not limited to, sexual harassment and hostile work environment), disability, perceived disability, race, religion, color, creed, citizenship, national origin, marital status or any other factor prohibited by federal, state or local law (including, but not limited to the New York State Executive Law, Title I of the Civil Rights Act of 1991, and Title VII of the Civil Rights Act of 1964, as amended), and any claims of retaliation for raising, asserting or supporting such claims of discrimination, which have arisen before the date of the execution of this Agreement. Blair specifically waives any claim for reinstatement or re-employment with Rotary.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Erin Blair

\_\_\_\_\_  
Witness



EXHIBIT "G"

GENERAL RELEASE

Steven P. Kartzman (hereinafter "Kartzman"), in his capacity as Trustee in Erin Blair's Chapter 7 bankruptcy case, and on behalf of Erin Blair's Bankruptcy Estate, hereby unconditionally and irrevocably discharges, releases and remises Rotary Corporation and any and all of its direct or indirect affiliates, subsidiaries, parents and related companies (hereinafter in the aggregate referred to as "Rotary"), Rotary's predecessors-in-interest and successors-in-interest, and Rotary's past, present and future officers, directors, shareholders, attorneys, supervisors, employees, insurers, representatives and agents, in their individual as well as official capacities (collectively "Releasees") jointly and severally, all and singularly, of and from any and all claims, causes of action, suits, charges, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, torts, acts or omissions, controversies, agreements, promises, damages, judgements, rights and demands whatsoever, known or unknown, in law or equity, from the beginning of the world to the date of the execution hereof, whether or not capable of proof as of the date of the written settlement agreement and consent decree dated May 2004 among Margaret DeSantis (hereinafter referred to as "Schnoop"), Elizabeth Flores ("Flores"), Erin Blair ("Blair"), Kartzman, as Trustee, Rotary Corporation, Alan Makarwich ("Makarwich") and Keith Barry ("Barry") (the "Agreement"), including but not limited to: (a) all claims arising out of Erin Blair's employment, and/or the termination of that employment; (b) all common law claims, now existing or hereafter recognized, including, but not limited to, libel, slander, defamation, assault, battery, interference with actual or prospective contractual relations, breach of any duty of confidentiality, infliction of emotional distress, promissory or equitable estoppel, misrepresentation, fraud, breach of contract, wrongful discharge, negligence, and breach of covenant of good faith and fair dealing; (c) any claims for unpaid or withheld wages or bonuses or other compensation, severance pay, stock, commissions, or employee benefits of any kind, including, but not limited to claims for violation of the Employee Retirement Income Security Act of 1974, as amended, occurring up to the date of the execution of the Agreement; (d) all other claims which were or could have been asserted in the action, entitled, EEOC and Schnoop, Blair, and Flores v. Rotary Corporation, Makarwich and Barry, under Docket No. **00-cv-1478 DNH-RFT** in the United States District Court for the Northern District of New York, including, but not limited to, claims for attorneys' fees, costs and expenses; and (e) any claims of discrimination based on age, sex (including, but not limited to, sexual harassment and hostile work environment), disability, perceived disability, race, religion, color, creed, citizenship, national origin, marital status or any other factor prohibited by federal, state or local law (including, but not limited to the New York State Executive Law, Title I of the Civil Rights Act of 1991, and Title VII of the Civil Rights Act of 1964, as amended), and any claims of retaliation for raising, asserting or supporting such claims of discrimination, which have arisen before the date of the execution of this Agreement. Kartzman specifically waives any claim by Blair for reinstatement or re-employment with Rotary.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Steven P. Kartzman, as  
Trustee of the Bankruptcy  
Estate of Erin Blair

\_\_\_\_\_  
Witness

EXHIBIT "H"

GENERAL RELEASE

Steven P. Kartzman (hereinafter "Kartzman"), in his capacity as Trustee in Erin Blair's Chapter 7 Bankruptcy action, on behalf of the Bankruptcy Estate of Erin Blair hereby unconditionally and irrevocably discharges, releases and remises Keith Barry and Alan Makarwich (hereinafter "Barry" and "Makarwich") of and from any and all claims, causes of action, suits, charges, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, torts, acts or omissions, controversies, agreements, promises, damages, judgments, rights and demands whatsoever, known or unknown, in law or equity, from the beginning of the world to the date of the execution hereof, whether or not capable of proof as of the date of the written settlement agreement and consent decree dated May 2004 among Margaret DeSantis (hereinafter referred to as "Schnoop"), Elizabeth Flores ("Flores"), Erin Blair ("Blair"), Kartzman, as Trustee, Rotary Corporation, Alan Makarwich ("Makarwich") and Keith Barry ("Barry") (the "Agreement"), including but not limited to: (a) all claims arising out of Blair's employment, and the termination of that employment; (b) all common law claims, now existing or hereafter recognized, including, but not limited to, libel, slander, defamation, assault, battery, interference with actual or prospective contractual relations, breach of any duty of confidentiality, infliction of emotional distress, promissory or equitable estoppel, misrepresentation, fraud, breach of contract, wrongful discharge, negligence, and breach of covenant of good faith and fair dealing; (c) any claims for unpaid or withheld wages or bonuses or other compensation, severance pay, stock, commissions, or employee benefits of any kind, including, but not limited to claims for violation of the Employee Retirement Income Security Act of 1974, as amended, occurring up to the date of the execution of the Agreement; (d) all other claims which were or could have been asserted in the action, entitled, EEOC and Schnoop, Blair, and Flores v. Rotary Corporation, Makarwich and Barry, under Docket No. **00-cv-1478 DNH-RFT** in the United States District Court for the Northern District of New York, including, but not limited to, claims for attorneys' fees, costs and expenses; and (e) any claims of discrimination based on age, sex (including, but not limited to, sexual harassment and hostile work environment), disability, perceived disability, race, religion, color, creed, citizenship, national origin, marital status or any other factor prohibited by federal, state or local law (including, but not limited to, the New York State Executive Law, Title I of the Civil Rights Act of 1991, and Title VII of the Civil Rights Act of 1964, as amended), and any claims of retaliation for raising, asserting or supporting such claims of discrimination, which have arisen before the date of the execution of this Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Steven P. Kartzman, as  
Trustee of the Bankruptcy  
Estate of Erin Blair

\_\_\_\_\_  
Witness

EXHIBIT "I"

GENERAL RELEASE

Erin Blair (hereinafter "Blair") hereby unconditionally and irrevocably discharges, releases and remises Keith Barry and Alan Makarwich (hereinafter "Barry" and "Makarwich") of and from any and all claims, causes of action, suits, charges, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, torts, acts or omissions, controversies, agreements, promises, damages, judgements, rights and demands whatsoever, known or unknown, in law or equity, from the beginning of the world to the date of the execution hereof, whether or not capable of proof as of the date of the written settlement agreement and consent decree dated May 2004 among Margaret DeSantis (hereinafter referred to as "Schnoop"), Elizabeth Flores ("Flores"), Blair, Steven P. Kartzman, as Trustee, Rotary Corporation, Makarwich and Barry (the "Agreement"), including but not limited to: (a) all claims arising out of Blair's employment, and the termination of that employment; (b) all common law claims, now existing or hereafter recognized, including, but not limited to, libel, slander, defamation, assault, battery, interference with actual or prospective contractual relations, breach of any duty of confidentiality, infliction of emotional distress, promissory or equitable estoppel, misrepresentation, fraud, breach of contract, wrongful discharge, negligence, and breach of covenant of good faith and fair dealing; (c) any claims for unpaid or withheld wages or bonuses or other compensation, severance pay, stock, commissions, or employee benefits of any kind, including, but not limited to claims for violation of the Employee Retirement Income Security Act of 1974, as amended, occurring up to the date of the execution of the Agreement; (d) all other claims which were or could have been asserted in the action, entitled, EEOC and Schnoop, Blair, and Flores v. Rotary Corporation, Makarwich and Barry, under Docket No. **00-cv-1478 DNH-RFT** in the United States District Court for the Northern District of New York, including, but not limited to, claims for attorneys' fees, costs and expenses; and (e) any claims of discrimination based on age, sex (including, but not limited to, sexual harassment and hostile work environment), disability, perceived disability, race, religion, color, creed, citizenship, national origin, marital status or any other factor prohibited by federal, state or local law (including, but not limited to the New York State Executive Law, Title I of the Civil Rights Act of 1991, and Title VII of the Civil Rights Act of 1964, as amended), and any claims of retaliation for raising, asserting or supporting such claims of discrimination, which have arisen before the date of the execution of this Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Erin Blair

\_\_\_\_\_  
Witness

EXHIBIT "J"

GENERAL RELEASE

Keith Barry (hereinafter "Barry") hereby unconditionally and irrevocably discharges, releases and remises Rotary Corporation and any and all of its direct or indirect affiliates, subsidiaries, parents and related companies (hereinafter in the aggregate referred to as "Rotary"), Rotary's predecessors-in-interest and successors-in-interest, and Rotary's past, present and future officers, directors, shareholders, attorneys, supervisors, employees, insurers, representatives and agents, in their individual as well as official capacities (collectively "Releasees"), jointly and severally, all and singularly, of and from any and all claims, causes of action, suits, charges, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, torts, acts or omissions, controversies, agreements, promises, damages, judgements, rights and demands whatsoever, known or unknown, in law or equity, from the beginning of the world to the date of the execution hereof, whether or not capable of proof as of the date of the written settlement agreement and consent decree dated May 2004 among Margaret DeSantis (hereinafter referred to as "Schnoop"), Elizabeth Flores ("Flores"), Erin Blair ("Blair"), Steven P. Kartzman, as Trustee, Rotary Corporation, Alan Makarwich ("Makarwich") and Barry (the "Agreement"), including but not limited to: (a) all claims arising out of Barry's employment, Makarwich's employment, Blair's employment, Schnoop's employment, and/or Flores' employment and/or the termination of their employment; (b) all common law claims, now existing or hereafter recognized, including, but not limited to, libel, slander, defamation, assault, battery, interference with actual or prospective contractual relations, breach of any duty of confidentiality, infliction of emotional distress, promissory or equitable estoppel, misrepresentation, fraud, breach of contract, wrongful discharge, negligence, and breach of covenant of good faith and fair dealing; (c) any claims for unpaid or withheld wages or bonuses or other compensation, severance pay, stock, commissions, or employee benefits of any kind, including, but not limited to claims for violation of the Employee Retirement Income Security Act of 1974, as amended, occurring up to the date of the execution of the Agreement; (d) all other claims which were or could have been asserted in the action, entitled, EEOC and Schnoop, Blair, and Flores v. Rotary Corporation, Makarwich and Barry, under Docket No. **00-cv-1478 DNH-RFT** in the United States District Court for the Northern District of New York, including, but not limited to, claims for attorneys' fees, costs and expenses; (e) any claims of discrimination based on age, sex (including, but not limited to, sexual harassment and hostile work environment), disability, perceived disability, race, religion, color, creed, citizenship, national origin, marital status or any other factor prohibited by federal, state or local law (including, but not limited to the New York State Executive Law, Title I of the Civil Rights Act of 1991, and Title VII of the Civil Rights Act of 1964, as amended), and any claims of retaliation for raising, asserting or supporting such claims of discrimination, which have arisen before the date of the execution of this Agreement; (f) any claims of discrimination on the basis of age prohibited by the Federal Age Discrimination in Employment Act of 1967, as amended ("ADEA"), the New York State Executive Law or any other state or local law; and (g) any claims arising out of Rotary Corporation's, Makarwich's, or Barry's business relationship or potential business relationship with any person or entity and the termination thereof. Barry specifically waives any claim or right to reinstatement or re-employment at Rotary.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Keith Barry

\_\_\_\_\_  
Witness

EXHIBIT "K"

GENERAL RELEASE

Alan Makarwich (hereinafter "Makarwich"), hereby unconditionally and irrevocably discharges, releases and remises Rotary Corporation and any and all of its direct or indirect affiliates, subsidiaries, parents and related companies (hereinafter in the aggregate referred to as "Rotary"), Rotary's predecessors-in-interest and successors-in-interest, and Rotary's past, present and future officers, directors, shareholders, attorneys, supervisors, employees, insurers, representatives and agents, in their individual as well as official capacities (collectively "Releasees"), jointly and severally, all and singularly, of and from any and all claims, causes of action, suits, charges, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, torts, acts or omissions, controversies, agreements, promises, damages, judgements, rights and demands whatsoever, known or unknown, in law or equity, from the beginning of the world to the date of the execution hereof, whether or not capable of proof as of the date of the written settlement agreement and consent decree dated May 2004 among Margaret DeSantis (hereinafter referred to as "Schnoop"), Elizabeth Flores ("Flores"), Erin Blair ("Blair"), Steven P. Kartzman, as Trustee, Rotary Corporation, Makarwich and Keith Barry ("Barry") (the "Agreement"), including but not limited to: (a) all claims arising out of Makarwich's employment, Barry's employment, Blair's employment, Schnoop's employment, and/or Flores' employment and/or the termination of their employment; (b) all common law claims, now existing or hereafter recognized, including, but not limited to, libel, slander, defamation, assault, battery, interference with actual or prospective contractual relations, breach of any duty of confidentiality, infliction of emotional distress, promissory or equitable estoppel, misrepresentation, fraud, breach of contract, wrongful discharge, negligence, and breach of covenant of good faith and fair dealing; (c) any claims for unpaid or withheld wages or bonuses or other compensation, severance pay, stock, commissions, or employee benefits of any kind, including, but not limited to claims for violation of the Employee Retirement Income Security Act of 1974, as amended, occurring up to the date of the execution of the Agreement; (d) all other claims which were or could have been asserted in the action, entitled, EEOC and Schnoop, Blair, and Flores v. Rotary Corporation, Makarwich and Barry, under Docket No. **00-cv-1478 DNH-RFT** in the United States District Court for the Northern District of New York, including, but not limited to, claims for attorneys' fees, costs and expenses; (e) any claims of discrimination based on age, sex (including, but not limited to, sexual harassment and hostile work environment), disability, perceived disability, race, religion, color, creed, citizenship, national origin, marital status or any other factor prohibited by federal, state or local law (including, but not limited to the New York State Executive Law, Title I of the Civil Rights Act of 1991, and Title VII of the Civil Rights Act of 1964, as amended), and any claims of retaliation for raising, asserting or supporting such claims of discrimination, which have arisen before the date of the execution of this Agreement; (f) any claims of discrimination on the basis of age prohibited by the Federal Age Discrimination in Employment Act of 1967, as amended ("ADEA"), New York State Executive Law or any other state or local law; and (g) any claims arising out of Rotary Corporation's, Makarwich's, or Barry's business relationship or potential business relationship with any person or entity and the termination thereof. Makarwich specifically waives any claim or right to reinstatement or re-employment at Rotary.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Alan Makarwich

\_\_\_\_\_  
Witness

EXHIBIT "L"

GENERAL RELEASE

Rotary Corporation (hereinafter "Rotary") hereby unconditionally and irrevocably discharges, releases and remises Keith Barry (hereinafter "Barry") of and from any and all claims, causes of action, suits, charges, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, torts, acts or omissions, controversies, agreements, promises, damages, judgements, rights and demands whatsoever, known or unknown, in law or equity, from the beginning of the world to the date of the execution hereof, whether or not capable of proof as of the date of the written settlement agreement and consent decree dated May 2004 among Margaret DeSantis (hereinafter referred to as "Schnoop"), Elizabeth Flores ("Flores"), Erin Blair ("Blair"), Steven P. Kartzman, Trustee, Rotary Corporation, Alan Makarwich ("Makarwich") and Barry (the "Agreement"), including but not limited to: (a) all claims arising out of Barry's employment, Makarwich's employment, Blair's employment, Schnoop's employment, and/or Flores' employment and the termination of their employment; (b) all common law claims, now existing or hereafter recognized, including, but not limited to, libel, slander, defamation, assault, battery, interference with actual or prospective contractual relations, breach of any duty of confidentiality, infliction of emotional distress, promissory or equitable estoppel, misrepresentation, fraud, breach of contract, wrongful discharge, negligence, and breach of covenant of good faith and fair dealing; (c) any claims for unpaid or withheld wages or bonuses or other compensation, severance pay, stock, commissions, or employee benefits of any kind, including, but not limited to claims for violation of the Employee Retirement Income Security Act of 1974, as amended, occurring up to the date of the execution of the Agreement; (d) all other claims which were or could have been asserted in the action, entitled, EEOC and Schnoop, Blair, and Flores v. Rotary Corporation, Makarwich and Barry, under Docket No. **00-cv-1478 DNH-RFT** in the United States District Court for the Northern District of New York, including, but not limited to, claims for attorneys' fees, costs and expenses; (e) any claims of discrimination based on sex (including, but not limited to, sexual harassment and hostile work environment), disability, perceived disability, race, religion, color, creed, citizenship, national origin, marital status or any other factor prohibited by federal, state or local law (including, but not limited to, the New York State Executive Law, Title I of the Civil Rights Act of 1991, and Title VII of the Civil Rights Act of 1964, as amended), and any claims of retaliation for raising, asserting or supporting such claims of discrimination, which have arisen before the date of the execution of this Agreement; (f) any claims of discrimination on the basis of age prohibited by the New York State Executive Law or any other state or local law; and (g) any claims arising out of Rotary Corporation's, Makarwich's, or Barry's business relationship or potential business relationship with any person or entity and the termination thereof.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Saralyn Tootle, Human Resources  
Manager of Rotary Corporation

\_\_\_\_\_  
Witness

EXHIBIT "M"

GENERAL RELEASE

Rotary Corporation (hereinafter "Rotary") hereby unconditionally and irrevocably discharges, releases and remises Alan Makarwich (hereinafter "Makarwich") of and from any and all claims, causes of action, suits, charges, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, torts, acts or omissions, controversies, agreements, promises, damages, judgements, rights and demands whatsoever, known or unknown, in law or equity, from the beginning of the world to the date of the execution hereof, whether or not capable of proof as of the date of the written settlement agreement and consent decree dated May 2004 among Margaret DeSantis (hereinafter referred to as "Schnoop"), Elizabeth Flores ("Flores"), Erin Blair ("Blair"), Steven P. Kartzman, Trustee, Rotary Corporation, Makarwich and Keith Barry ("Barry") (the "Agreement"), including, but not limited to: (a) all claims arising out of Barry's employment, Makarwich's employment, Blair's employment, Schnoop's employment, and/or Flores' employment and the termination of their employment; (b) all common law claims, now existing or hereafter recognized, including, but not limited to, libel, slander, defamation, assault, battery, interference with actual or prospective contractual relations, breach of any duty of confidentiality, infliction of emotional distress, promissory or equitable estoppel, misrepresentation, fraud, breach of contract, wrongful discharge, negligence, and breach of covenant of good faith and fair dealing; (c) any claims for unpaid or withheld wages or bonuses or other compensation, severance pay, stock, commissions, or employee benefits of any kind, including, but not limited to claims for violation of the Employee Retirement Income Security Act of 1974, as amended, occurring up to the date of the execution of the Agreement; (d) all other claims which were or could have been asserted in the action, entitled, EEOC and Schnoop, Blair, and Flores v. Rotary Corporation, Makarwich and Barry, under Docket No. **00-cv-1478 DNH-RFT** in the United States District Court for the Northern District of New York, including, but not limited to, claims for attorneys' fees, costs and expenses; (e) any claims of discrimination based on sex (including, but not limited to, sexual harassment and hostile work environment), disability, perceived disability, race, religion, color, creed, citizenship, national origin, marital status or any other factor prohibited by federal, state or local law (including, but not limited to the New York State Executive Law, Title I of the Civil Rights Act of 1991, and Title VII of the Civil Rights Act of 1964, as amended), and any claims of retaliation for raising, asserting or supporting such claims of discrimination, which have arisen before the date of the execution of this Agreement; (f) any claims of discrimination on the basis of age prohibited by the New York State Executive Law or any other state or local law; and (g) any claims arising out of Rotary Corporation's, Makarwich's, or Barry's business relationship or potential business relationship with any person or entity and the termination thereof.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Saralyn Tootle, Human Resources  
Manager of Rotary Corporation

\_\_\_\_\_  
Witness