

In the matter of the **Negotiated Settlement** held for Winston M. Faison, Tax Registry No. 926817, an employee of the New York City Police Department holding the position of Deputy Chief.

I, Deputy Chief Winston M. Faison, acknowledge receipt of a copy of the *Charges and Specifications* in Disciplinary Case No. C-035016, dated July 29, 2025, as well as the *Amended Charges and Specifications* in Disciplinary Case No. C-035016, dated August 6, 2025, both annexed hereto, and plead guilty to the Amended Specifications numbered one (1), two (2), and three (3).

I am fully aware of the fact that I am entitled to a Disciplinary Hearing pursuant to applicable laws of the City and State of New York in which I would be entitled to representation, to confront witnesses against me and to appeal an adverse decision rendered after such hearing to a court or administrative agency of proper jurisdiction.

I understand that if this Negotiated Settlement is approved by the Police Commissioner, the penalty against me will be as follows:

I shall forfeit sixty (60) vacation days;

I agree to not withdraw or rescind my application for SERVICE RETIREMENT, which I filed voluntarily on July 25, 2025, with an effective date of November 26, 2026;

I shall take any Terminal Leave, to which I may be entitled, as a lump sum payment, and I shall take the remainder of any and all accrued time and leave balances, to which I may be entitled or as otherwise modified by this Negotiated Settlement, as continuous paid leave until the expiration of said time and leave balances, when I shall retire immediately from the Department; and

Dismissal from the New York City Police Department; however, judgment is suspended and I will be placed on Dismissal Probation for a period of one (1) year. I understand that the Police Commissioner may impose punishment of dismissal or any lesser penalty deemed appropriate at any time during such period. This period of probation shall commence upon the approval of this Negotiated Settlement by the Police Commissioner.

If this Negotiated Settlement includes a period of dismissal probation, I understand that said period of dismissal probation shall be EXTENDED by any and all time that I am on any of the following: suspension, modified assignment, restricted duty, limited duty, entry-level probation, and leave of absence of any type, including but not limited to sick leave, use of compensatory time, annual leave, pre-separation leave and terminal leave.

I agree not to file any action against either the City of New York or the New York City Police Department for wages or reinstatement to rank. I hereby acknowledge, release and discharge the City of New York and the New York City Police Department from all actions, causes of action, suits, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims and demands whatsoever in law and equity, my heirs, executors, administrators, successors, assigns, and I ever had, now have or hereinafter can, shall or may have for upon or by reason of any matter or cause whatsoever from the beginning of my date of appointment as a New York City Police Officer to the date of this release. I also agree that, pursuant to this Negotiated Settlement, I will never seek or accept any other employment whatsoever with the New York City Police Department.

If this Negotiated Settlement is approved by the Police Commissioner, I accept said decision, and as a condition of accepting such decision of the Police Commissioner, I hereby waive any and all rights granted to me under all applicable laws of the City and State of New York, subject to the above statements pertaining to the specified pension and benefits. This agreement will not be

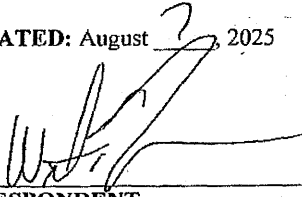
Respondent's Initials: W.F.

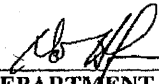
violated by a finding by the Article II Medical Board that I am disabled, including but not limited to how that term is defined by the World Trade Center Disability Law, nor by my filing, upon such a determination, for reclassification of my pension to a World Trade Center Accidental Disability Benefit.

I understand that this Negotiated Settlement is in lieu of other lawful sanctions that the Police Commissioner may have imposed after trial and upon a finding of guilt for the charged misconduct, but does not preclude the Police Commissioner from exercising the discretion or authority or both as to promotion, demotion or appointment.

I have discussed the terms and conditions of this Negotiated Settlement with my attorney and I understand its terms and conditions. I acknowledge that this Negotiated Settlement was executed by me voluntarily, without duress or coercion, expressed or implied, and in the presence of my attorney who has subscribed below.

DATED: August 2, 2025


RESPONDENT
Deputy Chief Winston M. Faison

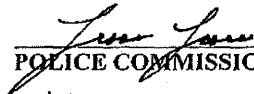

DEPARTMENT ADVOCATE
David H. Green, Agency Attorney


ATTORNEY FOR RESPONDENT
Louis C. La Pietra, Esq.


DEPUTY COMMISSIONER
DEPARTMENT ADVOCATE
Tarek A. Rahman

I hereby approve the penalty recommended herein.

DATED: 8/8/25


POLICE COMMISSIONER

Respondent's Initials: WF

(Revised 1/04)

Disciplinary Case No. C-035016

THE NEW YORK CITY POLICE DEPARTMENT

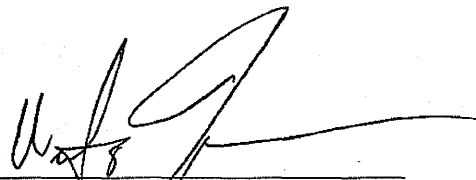
NOTE: THIS AGREEMENT IS SUBJECT TO APPROVAL OF THE POLICE COMMISSIONER

**A NEGOTIATED PLEA AGREEMENT FOR SETTLEMENT OF DISCIPLINARY
MATTERS WITHIN THE NEW YORK CITY POLICE DEPARTMENT**

Prior to the commencement of plea negotiations, it is acknowledged, by the Respondent, Respondent's Attorney and the Department Advocate, that any subsequent agreement concerning a stipulated penalty which may be accepted by the Department Advocate will constitute his recommendation to the Police Commissioner.

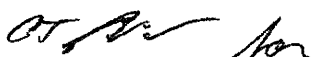
In the event that plea negotiations do not result in an agreement, or any agreement concerning a proposed penalty is rejected by the First Deputy Commissioner or Police Commissioner, no statements by the Respondent or his Attorney made in connection with this agreement, will be admissible against the Respondent. The Respondent's rights and privileges will remain unaffected, and the Department's disciplinary process will proceed as if plea negotiations had never taken place. Additionally, it is understood that the Police Commissioner retains all rights, privileges and discretion granted her under applicable law as if plea negotiations had never taken place.

DATED: August 7, 2025



RESPONDENT

Deputy Chief Winston M. Faison


ATTORNEY FOR RESPONDENT
Louis C. La Pietra, Esq.
DEPARTMENT ADVOCATE
David H. Green, Agency Attorney