

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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DAHKEEM MILLER; JOSE GUILTY;
TRAVIS BUTLER; ARIAN PERALTA;
GARY GARCIA, JR.; BOBBY DEE
CRUZ, and ISAAH MUHAMMAD,
on their own behalf and on behalf
of others similarly situated,

Case No. 21-cv-2616 (PKC) (KNF)

Plaintiffs,

-v-

CITY OF NEW YORK; CYNTHIA BRANN;
TIMOTHY FARRELL; HAZEL JENNINGS;
and BRENDA COOKE,

Defendants.

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STIPULATION

This Stipulation (the “Stipulation”) is made and entered into on this 12th day of April, 2023, between the City of New York (the “City”) and Plaintiffs Jose Guity, Arian Peralta, Gary Garcia, Jr., Bobby Dee Cruz, and Isaiah Muhammad (collectively, the “Class Representatives”). The City and the Class Representatives shall be referred to herein collectively as the “Parties.”

WHEREAS, this action was commenced on or about March 25, 2021; and

WHEREAS, the Class Representatives filed an Amended Complaint on or about May 25, 2021; and

WHEREAS, the Class Representatives filed a Second Amended Complaint on or about August 20, 2021; and

WHEREAS, the Parties engaged in discovery and developed and refined the Class List and the CHS Referral List (as defined below); and

WHEREAS, the Parties engaged in an extensive mediation process supervised by Rebecca Price, the Director of the Court's Alternative Dispute Resolution Program; and

WHEREAS, on or about July 11, 2022, Defendants served Offers of Judgment pursuant to Rule 68 of the Federal Rules of Civil Procedure on all seven persons named as Plaintiffs in the Second Amended Complaint (the "Rule 68 Offers"); and

WHEREAS, then-Plaintiffs Dahkeem Miller and Travis Butler timely accepted their Rule 68 Offers, and Plaintiffs Jose Guity, Arian Peralta, Gary Garcia, Jr., Bobby Dee Cruz, and Isaiah Muhammad declined to accept their Rule 68 Offers; and

WHEREAS, the Parties seek to avoid additional protracted litigation and therefore agree to the entry of this Stipulation to resolve all issues that were raised in this action by the Class Representatives, both individually and as class representatives; and

WHEREAS, Defendants deny any and all liability arising out of the allegations set forth in the Second Amended Complaint;

NOW, THEREFORE, the Parties hereby irrevocably STIPULATE AND AGREE as follows:

DEFINITIONS

1. "DOC" shall mean and refer to the New York City Department of Correction.
2. "DOF" shall mean and refer to the New York City Department of Finance.
3. "HRA" shall mean and refer to the New York City Human Resources Administration.

4. “CHS” shall mean and refer to Correctional Health Services, a division of New York City Health and Hospitals.
5. “West Facility” shall mean and refer to the jail operated by DOC known as West Facility located on Rikers Island (a.k.a “CDU”).
6. “NIC” shall mean and refer to the second and third floors of the jail operated by DOC known as North Infirmiry Command located on Rikers Island.
7. “9 South” shall mean and refer to the southern portion of the ninth floor of the jail formerly operated by DOC known as the Manhattan Detention Complex.
8. The “Subject Housing” shall mean and refer collectively to West Facility, NIC, and 9 South.
9. “NYS DOCCS” shall mean and refer to the New York State Department of Corrections and Community Supervision.
10. A “Lock-Down Order” shall mean a judicial order issued by a court of competent jurisdiction requiring an inmate to be housed separately from other inmates for security purposes.
11. “Lock-Down Time” shall mean, refer to, and include the number of days a person spent in Subject Housing solely because such person was subject to a Lock-Down Order. For the avoidance of all doubt, a person (a) may have more than one instance of Lock-Down Time, and/or (b) may be a Class Member but also have one or more instances of Lock-Down Time.
12. “Lock-Down Person” shall mean, refer to, and include any person whose only time spent housed in the Subject Housing during the Class Period was Lock-Down Time.
13. The “Class Period” shall mean and refer to March 18, 2018 through June 30, 2022.

14. “Contagious Disease Time” shall mean, refer to, and include the number of days spent in West Facility by a person following a referral by CHS to West Facility on or after February 1, 2020 who was then housed in West Facility because of such referral for fourteen (14) or fewer consecutive days beginning within two (2) days following the date of the referral. For the avoidance of all doubt, a person (a) may have more than one instance of Contagious Disease Time, and/or (b) may be a Class Member but also have one or more instances of Contagious Disease Time.

15. “Contagious Disease Referral Person” shall mean, refer to, and include any person whose only time spent housed in the Subject Housing during the Class Period was Contagious Disease Time.

16. The “Settlement Class” shall mean, refer to, and include all persons who were Pre-Trial Detainees (as defined in Paragraph 17 below) housed in any of the Subject Housing at any time during the Class Period, except for (i) any person who, after the resolution of any Challenge made pursuant to Paragraphs 132 to 136 below, is a Contagious Disease Referral Person; and (ii) any person who, after the resolution of any Challenge made pursuant to Paragraphs 132 to 136 below, is a Lock-Down Person.

17. “Pre-Trial Detainees” shall mean and refer to any person who was confined in the Subject Housing during the Class Period while (i) awaiting trial and/or not serving a sentence of incarceration; or (ii) under parole supervision and awaiting a parole revocation hearing.

18. A “Class Member” shall mean and refer to any person who is a member of the Settlement Class except those who (1) timely file an Opt-Out Form as provided in Paragraphs 138-142 below or (2) are the subject of a successful City Challenge. For the avoidance of doubt, persons who, after the resolution of any Challenge made pursuant to Paragraphs 132 to 136

below, served only Contagious Disease Time and/or Lock-Down Time during the Class Period (*i.e.*, were not otherwise housed in the Subject Housing during the Class Period) are not Class Members.

19. An “Eligible Class Member” shall mean any Class Member who submits a Claim Form in compliance with this Stipulation.

20. The “Youth Per Diem” shall mean and refer to the four hundred and fifty dollars (\$450.00) per day to be paid by the City for each day that an Eligible Class Member was housed in the Subject Housing, excluding Contagious Disease Time and/or Lock-Down Time, when he was under the age of twenty-two years old.

21. The “SMI Per Diem” shall mean and refer to the four hundred and fifty dollars (\$450.00) per day to be paid by the City for each day that an Eligible Class Member was housed in the Subject Housing, excluding Contagious Disease Time and/or Lock-Down Time, when he was classified by the City or its agents as having a serious mental illness (“SMI”).

22. The “Ordinary Per Diem” shall mean and refer to the four hundred dollars (\$400.00) per day to be paid by the City for each day that an Eligible Class Member was housed in the Subject Housing, excluding Contagious Disease Time and/or Lock-Down Time, when he was twenty-two years old or older and not classified as having a SMI.

23. “Preliminary District Court Approval” shall mean and refer to an order issued by the Court, before holding a fairness hearing or granting final approval of this Stipulation, conditionally certifying the Settlement Class and granting preliminary approval of this Stipulation.

24. “Final District Court Approval” shall mean and refer to an order issued by the Court after the Claim Form Deadline, and after the Court has been informed of the percentage of

Class Members who have submitted Claim Forms, and following a fairness hearing, finally certifying the Settlement Class, granting final approval of this Stipulation, adjudging the terms hereof to be fair, reasonable, and adequate, and in its discretion awarding attorneys' fees and costs to Class Counsel.

25. The "Anticipated Maximum Total Payment Amount" shall mean (i) the sum of (a) the total Youth Per Diems that will be payable to each Class Member who becomes an Eligible Class Member, (b) the total SMI Per Diems that will be payable to each Class Member who becomes an Eligible Class Member, and (c) the total of Ordinary Per Diems that will be payable to each Class Member who becomes an Eligible Class Member, plus (ii) the sum of all Service Awards (as defined below).

26. The "Gross Total Payment Amount" shall mean the sum of each Eligible Class Member's Gross Individual Payment Amount as shown on the Final Class List (as defined below).

27. The "Net Total Payment Amount" shall mean the Gross Total Payment Amount less the attorneys' fees and costs awarded by the Court pursuant to Paragraphs 94-95 below.

28. The "Class List" shall mean and refer to that certain list of known Class Members that the City has produced to Class Counsel and amended from time to time, which the City represents accurately shows, to the best of the City's knowledge based upon DOC's inmate database and other relevant information, (i) the identity of every person who was housed in the Subject Housing during the Class Period other than Lock-Down Persons, including each such person's name, date of birth, social security number (if available in the DOC inmate database), NYSID number, Book and Case Number, and admission dates; (ii) the number of days each such person was housed in the Subject Housing during the Class Period; (iii) the number of days each

such person was housed in the Subject Housing during the Class Period and under twenty-two years old, if any; (iv) the number of days each such person was housed in the Subject Housing during the Class Period while the person was classified by the City or its agents as having a SMI, if any; (v) the number of days each such person was housed in the Subject Housing during the Class Period that the City contends constitute Contagious Disease Time; and (vi) the number of days each such person was housed in the Subject Housing during the Class Period that the City contends constitute Lock-Down Time. For the avoidance of all doubt, only time in custody while the Class Member was a Class Member (and therefore was a Pre-Trial Detainee as defined in Paragraph 17 above) shall be included in the Class List or become the subject of any compensation pursuant to this Stipulation.

29. The “CHS Referral List” shall mean and refer to that certain list of persons that the City has produced to Class Counsel and amended from time to time, which the City represents identifies all persons who served Contagious Disease Time and the number of days each such person was housed in the Subject Housing during the Class Period that the City contends constitutes Contagious Disease Time, where the person with the Contagious Disease Time is or would be a Class Member if not for the provisions of this Stipulation regarding Contagious Disease Time. The CHS Referral List shall include information sufficient for Class Counsel to determine the first and last day of each instance of Contagious Disease Time for each person on the list.

30. The “Tentative Individual Payment Amount” shall be the amount of money that the Parties tentatively expect the City to pay with respect to each individual Class Member as shown tentatively on the Class List if such Class Member later becomes an Eligible Class Member.

31. The “Gross Individual Payment Amount” shall be the amount of money that the City shall pay with respect to each individual Eligible Class Member, before attorneys’ fees and costs are deducted from that amount and paid to Class Counsel separately, as shown finally on the Amended Class List.

32. The “Net Individual Payment Amount” shall be the amount of money that the City shall actually pay to each Eligible Class Member after Court-awarded attorneys’ fees and costs have been deducted on a pro rata basis (based on each Eligible Class Member’s Gross Individual Payment Amount) from such Eligible Class Member’s Gross Individual Payment Amount.

33. The “Challenge Procedure” shall mean and refer to the procedure set forth in Paragraphs 132 through 136 below.

34. A “Challenge” shall mean and refer to a challenge made pursuant to the Challenge Procedure by: (a) a Class Member contesting the validity of his Tentative Individual Payment Amount; (b) a person not included on the Class List who claims to be a Class Member (including without limitation a person who wishes to contest his status as an alleged Contagious Disease Referral Person or a Lock-Down Person); (c) a person who wishes to contest whether and/or the extent to which he served Contagious Disease Time and/or Lock-Down Time; and/or (d) the City, to challenge the eligibility of a person for inclusion as a Class Member for the reasons set forth in the definition of “City Challenge.”

35. A “City Challenge” shall mean and refer to a Challenge made pursuant to the Challenge Procedure by the City set forth in Paragraph 137 below to the entitlement of a person to be paid pursuant to this Stipulation, notwithstanding any other provision of the Stipulation, on the grounds (i) that the person’s right to payment is barred by a judgment or dismissal with

prejudice under the doctrines of res judicata or collateral estoppel, or by a general or limited release executed by such person or by which such person is bound by having been a member of a class that entered into such a release; (ii) because such person has previously signed or submitted a writing consenting to his placement in the Subject Housing for the days he is seeking compensation pursuant to this Stipulation; or (iii) because such person was not a Pre-Trial Detainee at the time they were housed in the Subject Housing. The Second Amended Complaint is deemed to include, without limitation, a claim based on the process or basis used by the Department of Correction, the Correctional Health Service, or the NYC Health and Hospitals Corporation in assigning a Class Member to be housed in West Facility during the Class Period.

36. The “Amended Class List” shall mean and refer to the final list that shall be generated after all Challenges submitted through the Challenge Procedure have been resolved showing each Class Member’s Gross Individual Payment Amount.

37. The “Final Class List” shall mean and refer to the final list that shall be generated cooperatively by the City and Class Counsel pursuant to Paragraph 166 below, which shall show each Eligible Class Member’s Net Individual Payment Amount and the Net Total Payment Amount.

38. The “Last Known Address” of a Class Member, Lock-Down Person, or Contagious Disease Referral Person shall mean and refer to the mailing address that the Parties believe to be his current mailing address, or, if his current address is unknown, the last known mailing address for such person.

39. The “Last Known Address List” shall be the list of Last Known Addresses for every Class Member, Lock-Down Person, or Contagious Disease Referral Person, which the

Parties and the Administrator (as defined below) shall develop and update from time to time pursuant to Paragraphs 104 through to 108 below.

40. “CLEAR” shall mean and refer to the electronic identification and address search database owned by Thomson Reuters.

41. The “Notice Form” shall mean and refer to a document substantially in the form of the document attached hereto as Exhibit C, or in such other forms that may be approved by the Court in the Preliminary District Court Approval, that shall be mailed to each Class Member summarizing the terms and conditions of this Stipulation, providing such Class Member with individualized notice of his Tentative Individual Payment Amount by showing such Class Member’s number of days in the Subject Housing during the Class Period multiplied by the applicable per diem, and notifying such Class Member (a) that in order to be eligible to receive a Net Individual Payment Amount, he must timely submit a Claim Form (as well as a Challenge Form if he believes he is entitled to greater compensation due to a greater number of days than set forth on his Notice Form) and establish his identity pursuant to Paragraph 149 below; (b) that any payment made hereunder is subject to reduction for any outstanding New York child support liens, docketed parking and Environmental Control Board judgments owed to DOF, docketed business tax warrants or judgments owed to DOF, and/or Medicare liens asserted by the federal government, if any; and (c) that the New York State Office of Victims’ Services may, when authorized by N.Y. Exec. Law §632-a, have the right to seek the provisional remedies of attachment, injunction, receivership, and notice of pendency with respect to any payment made hereunder. The Notice Form shall contain instructions about how any of the aforementioned document(s) may be submitted to the Administrator (as defined below) by e-mail or through the website created by the Administrator.

42. The “Notice Summary” shall mean and refer to a document substantially in the form of the document attached hereto as Exhibit D, or in such other form that may be approved by the Court in the Preliminary District Court Approval.

43. The “Notice Date” shall mean sixty (60) days after Preliminary District Court Approval.

44. The “Claim Form” shall mean a document substantially in the form of the document attached hereto as Exhibit E, or in such other form that may be approved by the Court in the Preliminary District Court Approval, that each Class Member must timely submit in order to be eligible to receive a Net Individual Payment Amount.

45. The “Opt-Out Form” shall mean the document attached hereto as Exhibit F.

46. The “Initial Opt-Out Deadline” shall mean sixty (60) days from the Notice Date (except as provided in Paragraph 47 below).

47. The “Final Opt-Out Deadline” shall mean one hundred and twenty (120) days after the Initial Opt-Out Deadline if fewer than seventy-five percent (75%) of Class Members identified on the Class List submit Claim Forms or Opt-Out Forms prior to the Initial Claim Form Deadline.

48. The “Initial Challenge Deadline” shall mean sixty (60) days from the Notice Date.

49. The “Final Challenge Deadline” shall mean one hundred and twenty (120) days after the Initial Challenge Deadline if fewer than seventy-five percent (75%) of Class Members identified on the Class List submit Claim Forms prior to the Initial Claim Form Deadline.

50. The “City Challenge Deadline” shall be the deadline for the City to submit a City Challenge to any Claim Form, which shall be sixty (60) days from the date such Claim Form is initially received by the Administrator.

51. The “Initial Claim Form Deadline” shall mean sixty (60) days from the Notice Date.

52. The “Claim Form Deadline Warning” shall mean the document attached hereto as Exhibit G.

53. The “Final Claim Form Deadline” shall mean one hundred and twenty (120) days after the Initial Claim Form Deadline if fewer than seventy-five percent (75%) of Class Members identified on the Class List submit Claim Forms prior to the Initial Claim Form Deadline.

54. The “Contagious Disease Referral Person Letter” shall mean the document attached hereto as Exhibit H. The Contagious Disease Referral Person Letter shall include a HIPAA-compliant medical records release (in English and Spanish) authorizing the release to the New York City Law Department and Class Counsel of all of such person’s medical records maintained by DOC and shall set forth the amount of compensation to which the person would be entitled if the alleged Contagious Disease Time was in fact compensable pursuant to the terms of this Stipulation.

55. The “Partial Contagious Disease Time Letter” shall mean the document attached hereto as Exhibit I. The Partial Contagious Disease Time Letter shall include a HIPAA-compliant medical records release (in English and Spanish) authorizing the release to the New York City Law Department and Class Counsel of all of such person’s medical records maintained by DOC and shall set forth the amount of compensation to which the person would be entitled, excluding Contagious Disease Time, if any, and the amount of compensation to which the person would be entitled if the alleged Contagious Disease Time was in fact compensable pursuant to the terms of this Stipulation.

56. The “Lock-Down Person Letter” shall mean the document attached hereto as Exhibit J.

57. An “Objection” shall mean any objection made pursuant to F.R.C.P. 23I(5) to any aspect of this Stipulation or the Preliminary District Court Approval.

58. An “Objector” shall mean a person who files an Objection.

59. The “Initial Objection Deadline” shall mean sixty (60) days from the Notice Date.

60. The “Final Objection Deadline” shall mean one hundred and twenty (120) days after the Initial Objection Deadline if fewer than seventy-five percent (75%) of Class Members identified on the Class List submit Claim Forms or Opt-Out Forms prior to the Initial Claim Form Deadline.

61. The “Administrator” shall mean the entity retained to disseminate the Notice Form, process the Opt-Out Forms and Claim Forms, administer the QSF, disseminate the payments, and otherwise administer this settlement according to the terms and procedures set forth in this Stipulation.

62. The “QSF” shall mean the bank account to be established by the Administrator for the benefit of the Settlement Class. The QSF will not be an interest-bearing account.

63. The “Administrator Order” shall mean the proposed order attached hereto as Exhibit K, which Class Counsel shall ask the Court to enter together with Preliminary District Court Approval.

64. The “Fairness Hearing” shall mean the hearing held by the Court pursuant to F.R.C.P. 23(e)(2), which shall occur after the Initial Claim Form Deadline or, if applicable, the Final Claim Form Deadline.

65. The “Effective Date for Payment” shall mean the date on which the City must pay to Class Counsel the total attorneys’ fees and costs awarded to Class Counsel by the Court pursuant to F.R.C.P. 23(h) and deposit the Net Total Payment Amount into the QSF with the Administrator. The Effective Date for Payment shall be thirty (30) days after the date upon which each of the following has occurred: (1) Final District Court Approval has been granted; and (2) the time to appeal from the Final District Court Approval has expired, or if an appeal from the Final District Court Approval has been taken, such appeal has been resolved.

66. “Released Claims” shall mean any and all past or present claims or causes of action (including any suits, petitions, demands or other claims in law, equity, or arbitration), and any and all allegations of liability or damages, of whatever kind, nature, or description, direct or indirect, in law, equity, or arbitration, absolute or contingent, whether class or individual in nature, including both known claims and Unknown Claims, asserted or which could have been asserted, for monetary and non-monetary relief (including without limitation attorneys’ fees, costs or disbursements incurred by the Class Representatives and/or the Settlement Class and/or any Class Member in connection with or related to this action), based on the factual allegations about the Subject Facilities during the Class Period that form the basis of the claims that were asserted in the original and subsequently amended complaints filed in this action. The Released Claims do not include or cover any actions or omissions occurring after the end of the Class Period. The “Released Claims” are deemed to include, without limitation, a claim based on the process or basis used by the Department of Correction, the Correctional Health Service, or the NYC Health and Hospitals Corporation in assigning a Class Member to be housed in West Facility during the Class Period.

67. “Released Parties” means the City of New York and its parents, subsidiaries, affiliates, predecessors, successors and/or assigns and in the case of all such entities, their respective past and present representatives, officers, directors, attorneys, agents, employees, privies, and insurers.

68. “Unknown Claims” shall mean any and all Released Claims about which any Class Representative or Class Member does not know or does not suspect to exist in their favor at the time of the release of the Released Parties, which if known by them might have affected their decision(s) with respect to the settlement provided for in this Stipulation. With respect to any and all Released Claims, the Parties stipulate and agree that upon the end of the claims period, the Class Representatives and Class Members shall waive any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or principle of common law with respect to Unknown Claims. The Parties acknowledge, and all Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was bargained for and was a material element of the settlement provided for in this Stipulation. For the avoidance of doubt, Unknown Claims do not include any claims that are not within the definition of Released Claims.

69. “Class Counsel” shall mean Cuti Hecker Wang LLP and Alexander A. Reinert, Esq., collectively.

MUTUAL FULL COOPERATION

70. The Parties agree that they shall fully cooperate with each other and make good faith efforts to effectuate and implement all of the terms and conditions of this Stipulation.

71. The Parties agree not to appeal or challenge any aspect of this Stipulation, or to otherwise collaterally attack or challenge this Stipulation.

72. Class Counsel and the Class Representatives will take all necessary and appropriate steps to obtain approval of the Stipulation and defend any appeal from or collateral attack on such approval by a non-party. If the Court approves this Stipulation and if there is an appeal from or collateral attack on such decision by a non-party, the City will in good faith consider joining Class Counsel in defense of this Stipulation in any such appeal or subsequent proceeding. If the City joins in such defense, the City will not be required to devote substantial resources to such defense, and the City reserves the right to condition joining in such defense on Class Counsel's satisfaction of any reasonable objections the City may assert to Class Counsel's positions or drafts.

RELEASES AND PRECLUSIVE EFFECT

73. Upon the Effective Date for Payment, in consideration for the agreements by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all Class Representative and Class Members, on behalf of themselves, their heirs, executors, administrators, predecessors, successors, and assigns shall hereby release, remise, and forever discharge the Released Parties (as defined above) from each and every Released Claim, and shall forever be barred and enjoined from initiating, continuing, filing, or otherwise prosecuting any Released Claim against any of the Released Parties. Unless a Class Member opts out of the Settlement pursuant to Paragraphs 138-142 below, this Release shall apply whether or not such Class Member has executed and delivered a Claim Form or otherwise actively participated in the Settlement.

74. Every Class Member shall be deemed to have knowingly and voluntarily waived, released, discharged, and dismissed the Released Claims, with full knowledge of any and all

rights they may have, and they hereby assume the risk of any mistake in fact in connection with the true facts involved, or with regard to any facts which are now unknown to them.

75. Any Class Member paid pursuant to this Stipulation consents to a set-off in the amount of any payment in this action, against any payment received in connection with any other action that is not fully barred by the preclusive effect of this Stipulation and any Court Order approving this Stipulation, to the extent that such other action also entitles a Class Member to compensation for having been housed in any of the Subject Facilities during the Class Period because of the alleged housing conditions in any of the Subject Facilities, including without limitation the amount of time Class Members were confined to their cells, the size of or their access to “day rooms,” their ability to eat meals in a congregate setting, their ability to move freely through a corridor, and/or their access to a recreation yard or facility, and including without limitation any claims relating to such housing conditions themselves and/or the process or lack thereof with which such housing conditions were imposed.

76. The Parties and Class Members acknowledge that the covenants and promises made by the City herein constitute adequate consideration in exchange for the Released Claims.

77. For the avoidance of doubt, nothing in this Stipulation shall be construed to bar any claims by Class Representatives or Class Members based on or arising out of events occurring after the Class Period.

CALCULATION OF PAYMENTS TO CLASS MEMBERS

78. The City shall pay each Eligible Class Member as follows, on a per diem basis, for each day such Class Member was housed in the Subject Housing during the Class Period, excluding Contagious Disease Time and/or Lock-Down Time. In calculating the number of such days, both the day that the Class Member was first housed in the Subject Housing and the day

that a Class Member was last housed in the Subject Housing shall each count as a day of being housed in the Subject Housing.

79. The City shall pay each Eligible Class Member the Youth Per Diem (four hundred and fifty dollars (\$450.00)) for each day he was housed in the Subject Housing, excluding Contagious Disease Time and/or Lock-Down Time, during the Class Period when he was under the age of twenty-two.

80. The City shall pay each Eligible Class Member the SMI Per Diem (four hundred and fifty dollars (\$450.00)) for each day he was housed in the Subject Housing, excluding Contagious Disease Time and/or Lock-Down Time, during the Class Period when classified as having a SMI.

81. The City shall pay each Eligible Class Member the Ordinary Per Diem (four hundred dollars (\$400.00)) for each day he was housed in the Subject Housing, excluding Contagious Disease Time and/or Lock-Down Time, during the Class Period when he was twenty-two years old or older and not classified as having a SMI.

82. For the avoidance of doubt, if an Eligible Class Member was both under the age of twenty-two and classified as having a SMI when he was housed in the Subject Housing, he shall receive four hundred and fifty dollars (\$450.00) for each such day he was housed in the Subject Housing and shall not be entitled to receive both the Youth Per Diem and the SMI Per Diem cumulatively; and if an Eligible Class Member was classified as having a SMI when he was housed in the Subject Housing, he shall receive four hundred and fifty dollars (\$450.00) for each such day he was housed in the Subject Housing regardless of age, and shall not be entitled to receive both the Ordinary Per Diem or Youth Per Diem plus the SMI Per Diem cumulatively.

83. The City represents that the Class List, a redacted version of which is appended hereto as Exhibit A, accurately shows, to the best of the City's knowledge, the information recited in the definition of Class List in Paragraph 28 above.

84. The City represents that the CHS Referral List, a redacted version of which is appended hereto as Exhibit B, accurately identifies, to the best of the City's knowledge, the information recited in the definition of the CHS Referral List in Paragraph 29 above.

85. Based on the information known to the City and Class Counsel at this time, the Anticipated Maximum Total Payment Amount is \$53,018,550.00.

86. Any of the following persons/entities may avail themselves of the Challenge Procedure set forth in Paragraphs 132 through 136 below:

- a. Any person not listed on the Class List who believes that he is a Class Member (including any person who (i) challenges his classification as a Contagious Disease Referral Person on the ground that he was not referred by CHS to West Facility because of contagious disease risk and/or was housed in West Facility earlier than February 1, 2020 and/or was housed in West Facility for more than fourteen (14) consecutive days, (ii) challenges his classification as a Contagious Disease Referral Person on the ground that although he had Contagious Disease Time he also otherwise was housed in the Subject Housing during the Class Period, or (iii) challenges his classification as a Lock-Down Person); and/or
- b. Any Class Member who believes that he was housed in the Subject Housing for a number of days that exceeds the number of days shown on the Class List and/or that he should receive the SMI Per Diem and/or Youth Per Diem rather than the

Ordinary Per Diem for some or all of the days he was housed in the Subject Housing; and/or

c. The City.

87. As soon as practicable after all Challenges submitted through the Challenge Procedure have been resolved following the Initial Challenge Deadline (or, if applicable, the Final Challenge Deadline), the Parties shall generate the Amended Class List. No later than seven (7) days after the completion of the Amended Class List, the Administrator shall provide to the City a copy of the Amended Class List, including the date of birth, social security number, and address provided by the class member to the Administrator, showing an estimated Net Individual Payment Amount for each Class Member based upon the amount of attorneys' fees that Class Counsel intends to request from the Court in their application for Final District Court Approval. The City may use the information contained in the Amended Class List to begin the process described in Paragraph 164 below to determine whether each person's Net Individual Payment Amount must be reduced due to New York child support liens, docketed parking and Environmental Control Board judgments owed to DOF, docketed business tax warrants or judgments owed to DOF, or Medicare liens asserted by the federal government. The City may also use the information contained in the Amended Class List to notify the New York State Office of Victim Services of the prospective payments to Class Members, so that the New York State Office of Victim Services may determine if it will seek any remedy pursuant to N.Y. Exec. Law §632-a.

PRELIMINARY COURT APPROVAL

88. The Parties shall seek to have the Settlement Class conditionally certified pursuant to F.R.C.P. 23(b)(3) as specified in the definition of the Settlement Class set forth in Paragraph 16 above, in conjunction the application for Preliminary District Court Approval.

89. No later than twenty-one (21) days after this Stipulation is executed, Class Counsel shall move, with the City's consent, for Preliminary District Court Approval approving the terms of this Stipulation and the form of the Notice Form, the Notice Summary, the Claim Form, and the Opt-Out Form, setting deadlines for mailing the Notice Forms, posting the Notice Summary, and filing Challenges, Claim Forms, Opt-Out Forms, and Objections, entering the Administrator Order, the provisional certification of the Settlement Cass, and scheduling the Fairness Hearing.

90. If Preliminary District Court Approval is denied, the Parties shall work together diligently and in good faith to remedy the basis or bases for such denial and Class Counsel shall file a renewed motion for Preliminary District Court Approval with the City's consent as soon as practicable; provided, however, that none of the Parties shall be affirmatively obligated to agree to substantive terms that are not set forth in this Stipulation.

91. If the Parties are unable to obtain Preliminary District Court Approval notwithstanding their diligent efforts, then this Stipulation shall become null and void in its entirety, Class Counsel shall promptly destroy all paper and electronic copies of the unredacted Class List and the CHS Referral List (though Plaintiffs reserve the right to seek such documents and/or the information contained therein through discovery), and the Parties shall be restored to their positions immediately prior to the execution of this Stipulation.

ATTORNEYS' FEES AND LITIGATION COSTS

92. Within ninety (90) days after this Stipulation is executed, the City shall pay Class Counsel seventy-five thousand dollars (\$75,000.00) for attorneys' fees incurred by former Plaintiffs Dahkeem Miller and Travis Butler. The City and Class Counsel agree that such amounts constitute a fair and reasonable allocation of the attorneys' fees incurred by Plaintiff Dahkeem Miller and Plaintiff Travis Butler through the date of their Rule 68 Offers.

93. The Gross Total Payment Amount shall include Class Counsel's attorneys' fees and costs.

94. Pursuant to F.R.C.P. 23(h), the Court shall, in its discretion, award Class Counsel reasonable attorneys' fees and costs, which shall be deducted from the Gross Total Payment Amount. After the attorneys' fees and costs awarded by the Court are deducted from the Gross Total Payment Amount, the remaining Net Total Payment Amount shall be allocated to each Eligible Class Member on a pro rata basis (based on each Eligible Class Member's Gross Individual Payment Amount) to determine the Net Individual Payment Amount to be paid to each Eligible Class Member.

95. Class Counsel shall not ask the Court to award Class Counsel attorneys' fees or costs in excess of one quarter (25%) of the Gross Total Payment Amount, less the amounts paid by the City for attorneys' fees incurred by Plaintiff Dahkeem Miller and by Plaintiff Travis Butler pursuant to Paragraph 92 above. For the avoidance of doubt, Class Counsel shall not ask the Court to award Class Counsel attorneys' fees in connection with the Service Awards.

96. So long as Class Counsel complies with the limit set forth in the preceding Paragraph of this Stipulation, the City and its agents shall not directly or indirectly oppose any

motion or application by Class Counsel for attorneys' fees and costs, nor shall the City or its agents directly or indirectly encourage any person or entity to do so.

97. For the avoidance of doubt, the City shall have no obligation to pay any Class Member or Class Counsel any amount in excess of each Eligible Class Member's Gross Individual Payment Amount (except that the City shall pay Class Counsel the amounts set forth in Paragraph 92 above for attorneys' fees incurred by Plaintiff Dahkeem Miller and Plaintiff Travis Butler, and the City shall pay the Service Awards to each Class Representative).

98. Class Counsel shall provide the City with executed W-9 Forms containing tax payer identification numbers for Class Counsel. The City shall issue Class Counsel a Form 1099 for the total attorneys' fees and costs awarded to Class Counsel by the Court and paid to Class Counsel by the City.

THE CLAIMS ADMINISTRATION PROCESS

99. Notwithstanding anything to the contrary in this Stipulation, the City shall pay the entirety of all reasonable costs and expenses associated with the claims administration process, including without limitation all of the Administrator's fees, all costs associated with the notice process, and all costs associated with the payment process.

100. The Administrator shall be Rust Consulting, which has agreed to cap administrative costs at \$295,000.00. The Parties and the Administrator shall be bound by and adhere to the terms of this Stipulation. The City shall ensure that the Administrator complies with the terms of this Stipulation. Upon application to the Court by the City or by Class Counsel, the Administrator may be removed and replaced by the Court for good cause shown. The Administrator and the City have agreed to be bound by the terms of the proposal (the "Proposal") appended to this Stipulation as Exhibit L, which shall govern, in addition to the

terms of this Stipulation, the services provided by the Administrator and the amounts to be invoiced by the Administrator to the City pursuant to this Stipulation. In the event of any conflict between the terms of the Proposal and the terms of this Stipulation, the terms of this Stipulation shall govern.

101. The City agrees to facilitate the work of the Administrator by, among other things, obtaining and providing to the Administrator information, data, documents, and records in the City's possession that are relevant and appropriate to facilitate the administration of this Stipulation.

102. If this Stipulation is not approved by the Court, the City will be responsible for all administrative costs incurred prior to such point, though to the extent the Administrator possesses any unspent funds, they shall be returned to the City.

103. Promptly after Class Counsel moves for Preliminary Approval of this Stipulation, the Administrator shall, on behalf of Defendants, serve on any appropriate federal official and/or any appropriate state official any notice that may be required, if any, pursuant to 28 U.S.C. § 1715.

104. Promptly after this Stipulation is executed, the City, Class Counsel, and the Administrator shall work together constructively and in good faith to jointly create the Last Known Address List. The City shall promptly provide Class Counsel and the Administrator with the last known address, name of closest contact, and address of closest contact for each Class Member, Lock-Down Person, and Contagious Disease Referral Person based on data in DOC's Inmate Information System.

105. The City also shall provide Class Counsel and the Administrator with, where available, any additional mailing address and email address data for Class Members, Lock-Down

Persons, and Contagious Disease Referral Persons it possesses, from databases maintained by the New York City Department of Probation and the New York City Department of Social Services.

106. The Administrator shall then determine which address is the best address match for each person on the Class List and the CHS Referral List by carrying out address research, including running each address provided by the City through the national change of address database and, where the address research does not provide a high-confidence result, performing CLEAR searches.

107. The Parties agree that, if necessary, Class Counsel may seek Court orders or subpoenas to identify current addresses for Class Members, Lock-Down Persons, and/or Contagious Disease Referral Persons from NYS DOCCS. The City will not object to any efforts by Class Counsel to receive data from third parties to effectuate notice to the Class, including from NYS DOCCS, to the extent such data exists and may be obtained.

108. The Administrator shall update the Last Known Address List from time to time when new information about a Class Member's, Lock-Down Person's and/or Contagious Disease Referral Person's Last Known Address is obtained from the City, from Class Counsel, from a Class Member, from a Lock-Down Person, or from a Contagious Disease Referral Person.

109. Promptly after this Stipulation is executed, the Administrator shall attempt to identify the best phone number match for each Class Member, each Lock-Down Person, and each Contagious Disease Referral Person by carrying out telephone number research, including through commercial and governmental databases, and the Administrator shall promptly provide such information to Class Counsel. The Parties agree that, if necessary, Class Counsel may seek Court orders or subpoenas to identify current telephone numbers for Class Members from NYS DOCCS.

110. The Administrator shall provide Class Counsel with an updated Last Known Address List, an updated Class Member email list, and an updated Class Member telephone number list every two weeks.

111. Class Member identifying information and contact information, including any aggregated data collected by the Administrator for the purposes of providing notice, and any updates to such data through aggregation or address research, shall be treated as confidential (“Confidential Information”), and shall not be disclosed to anyone except Class Counsel (including their outside consultants and contractors), the New York City Law Department, the Administrator (including its outside consultants and contractors), or the Court under seal, with the limited exception of sharing with such City personnel as necessary for the purposes of identifying individuals with open child support liens pursuant to (and limited to the data listed in) Paragraph 161 below, individuals with docketed parking and Environmental Control Board judgments owed to DOF and/or docketed business tax warrants or judgments owed to DOF pursuant to (and limited to the data listed in) Paragraph 161 below, and/or individuals with Medicare liens asserted by the federal government, subject to the data destruction provisions in Paragraph 163 below. The City may also use Confidential Information to notify the New York State Office of Victim Services of the prospective payments to Class Members, so that the New York State Office of Victim Services may determine if it will seek any remedy pursuant to N.Y. Exec. Law §632-a. The City may also use Confidential Information to report payments to be made pursuant to this Stipulation as required by law to any state or federal tax authority or to the United States for the purposes of Medicare lien enforcement, as required by law. To the extent Class Counsel or the New York City Law Department or the Administrator seek to disclose Confidential Information received from the Administrator or any Party (or agency thereof) to any

other person or entity, they must first seek the Parties' consent in writing (which shall not be unreasonably delayed or withheld), have the recipient sign the confidentiality agreement, and the disclosure sought shall be for the purposes of providing more effective notice to Class Members. No Party or the Administrator shall use Confidential Information for any purpose other than in this litigation and for the administration of this Stipulation. All Parties and the Administrator shall take all reasonable steps to ensure that the Confidential Information concerning all proposed Class Members remains private and confidential.

112. Nothing herein shall limit Class Counsel or the Administrator's ability to disclose data about a Class Member to that Class Member or his counsel. Nothing herein shall limit the City's ability to retain or use data and information about Class Members it possesses separate from the administration of this settlement, and nothing herein shall require the City to destroy such data/information.

113. In the event that any of the Parties or the Administrator is served with a court order or grand-jury subpoena providing for or requiring disclosure of Confidential Information, they shall inform all other Parties no later than two (2) business days after receiving such service, and in any event before disclosing any such information. Before any such information is disclosed, any Party shall have standing to challenge the disclosure of such information before a court of competent jurisdiction.

114. Promptly after Preliminary District Court Approval, the Administrator shall generate drafts of the Notice Forms, Lock-Down Person Letters, the Contagious Disease Referral Person Letters, and the Partial Contagious Disease Time Letters (in both English and Spanish). The draft Notice Forms, Lock-Down Person Letters, Contagious Disease Referral Person Letters, and the Partial Contagious Disease Time Letters shall be in the form of the templates attached

hereto as Exhibits C, H, I, and J (or in such other form(s) as may be approved by the District Court in the Preliminary District Court Approval), customized based on (a) whether the person is entitled to the Ordinary Per Diem, the Youth Per Diem, or the SMI Per Diem and/or (b) whether and the extent to which the person has allegedly served Contagious Disease Time and/or Lock-Down Time.

115. For Class Members who have not allegedly served Contagious Disease Time or Lock-Down Time, the Notice Form for each Class Member shall set forth the Tentative Individual Payment Amount for such Class Member. For any Class Member who has allegedly served Lock-Down Time, the Notice Form shall set forth the amount of compensation to which the person would be entitled, excluding Lock-Down Time, if any, and the amount of compensation to which the person would be entitled if the alleged Lock-Down Time in fact was not Lock-Down Time and was compensable pursuant to the terms of this Stipulation.

116. No later than thirty (30) days after the Preliminary District Court Approval, the Administrator shall present all of the Notice Forms, the Lock-Down Person Letters, the Contagious Disease Referral Person Letters, and the Partial Contagious Disease Time Letter to Class Counsel for review and approval and simultaneously provide copies to the City.

117. On or before the Notice Date, the Administrator shall cause the Notice Form for each Class Member, the Claim Form, and the Opt-Out Form (with each form in both English and Spanish) to be mailed to each Class Member at his Last Known Address.

118. On or before the Notice Date, the Administrator shall cause the Contagious Disease Referral Person Letter (in both English and Spanish), including the HIPAA-compliant medical release described in Paragraph 54 above, to be mailed to each Contagious Disease Referral Person at his Last Known Address.

119. On or before the Notice Date, the Administrator shall cause the Partial Contagious Disease Time Letter (in both English and Spanish), including the HIPAA-compliant medical release described in Paragraph 55 above, to be mailed to every Class Member who has also allegedly served Contagious Disease Time at his Last Known Address.

120. On or before the Notice Date, the Administrator shall cause the Lock-Down Person Letter (in both English and Spanish) to be mailed to each Lock-Down Person at his Last Known Address.

121. On or before the Notice Date, the Administrator shall send emails to all Class Members, Lock-Down Persons, and Contagious Disease Referral Persons for whom the Administrator can locate a reliable email address to notify them of this action and this Stipulation using a script substantially similar to Exhibits C, H, I, and J, and providing links to the website address containing the appropriate Claim Form and Opt-Out Form, the appropriate Lock-Down Person Letter, and/or the Partial Contagious Disease Time Letter, or the appropriate Contagious Disease Referral Person Letter. The email address used for the initial message shall be the best email address match for the potential Class Member, as determined by the Administrator after carrying out email address research, including through commercial and governmental databases. The Parties agree that, if necessary, Class Counsel may seek Court orders or subpoenas to identify current email addresses for Class Members, Lock-Down Persons, and/or Contagious Disease Referral Persons from NYS DOCCS.

122. If the envelope that was mailed to any Class Member, Lock-Down Person, or Contagious Disease Referral Person is returned with a forwarding address, the Administrator shall so inform the City and Class Counsel and shall promptly re-mail the Notice Form, Claim Form, and Opt-Out Form, the Lock-Down Person Letter, the Contagious Disease Referral Person

Letter, and/or the Partial Contagious Disease Time Letter to such Class Member, Lock-Down Person, Contagious Disease Referral Person, or Lock-Down Person at such forwarding address and shall promptly update the Last Known Address List with such forwarding address.

123. If the envelope that was mailed to any Class Member, Lock-Down Person or Contagious Disease Referral Person is returned as “return to sender” (or other similar designation) without a forwarding address, the Administrator shall so inform the City and Class Counsel, and the Administrator shall promptly carry out a second round of address research, including using CLEAR, to attempt to identify a better address match for re-mailing the Notice Form, Claim Form, and Opt-Out Form, the Lock-Down Person Letter, the Contagious Disease Referral Person Letter, and/or the Partial Contagious Disease Time Letter to such Class Member, Contagious Disease Referral Person, or Lock-Down Person, and if such better address is identified, the Administrator shall promptly update the Last Known Address List.

124. To augment the Administrator’s efforts to ensure that as many persons as reasonably possible receive notice, the Parties will work cooperatively together to ensure that the Notice Summary, to be filed along with the motion for Preliminary Approval, is posted in places where Class Members, Lock-Down Persons, and Contagious Disease Referral Persons are likely to see them as set out in Paragraphs 125 to 128 below.

125. The City agrees to make best efforts to ensure that the Summary Notices are printed on 8.5” x 11” paper (or larger if an agency chooses) and posted in the following locations within two weeks of Preliminary District Court Approval and continuously until Final District Court Approval:

- a. DOC: In the intake areas and law libraries of its jail facilities and in the DOC intake areas that are under DOC control at the state court houses, where legal notices regularly appear.
- b. HRA: Prominently in one place in each client contact location (this does not include administrative offices), for example, Benefit Access Centers, SNAP Centers, Medicaid Offices at HRA locations, Office of Child Support Services Offices, CASA Offices, and HIV/AIDS Services Administration locations.
- c. NYC Administration for Children's Services: Prominently in a central public location in each field office location where clients will be able to see the notice.
- d. New York City Department of Probation: In the adult supervision office for each borough in New York City where legal notices regularly appear.

126. The City agrees that Class Counsel on behalf of the Parties may make a formal written request to NYS DOCCS to post the Notice Summary as extensively as reasonably possible in locations where individuals incarcerated in their facilities are likely to see them. The City agrees that Class Counsel on behalf of the Parties may also request that DOCCS ask all State parole and probation officers to inform individuals under their supervision of the existence of this action and this Stipulation and provide them with a copy of the Notice Summary.

127. Within two weeks of Preliminary District Court Approval, Class Counsel shall forward copies of the Notice Summary to the New York State Office of Court Administration (including local administrative judges) and request that they post the Notice Summary as extensively as reasonably possible, throughout offices and/or locations where arrestees, detainees, or individuals on probation are likely to see them.

128. Class Counsel shall forward copies of the Notice Summary to non-profit organizations and public defender organizations in an effort to give notice to as many Class Members, Lock-Down Persons, and Contagious Disease Referral Persons as is reasonably practicable.

129. On or before the Notice Date, the Administrator shall establish a website, email address, and toll-free telephone number (that are accessible to both English and Spanish speakers, with a third-party language line translation service available for other language speakers as may be reasonably necessary) through which actual and prospective Class Members, Lock-Down Persons, and/or Contagious Disease Referral Persons can access information, ask questions about the settlement process set forth in this Stipulation, provide the Administrator with an updated Last Known Address and/or other contact information, obtain an electronic copy of their Claim Form and/or Opt-Out Form, and electronically submit a Claim Form, Opt-Out Form, or Challenge. The Administrator shall establish such website, email address, and toll-free telephone number as soon as practicable prior to the Notice Date, but prior to the Notice Date, the website need only be static, the email address need not be monitored, and the toll-free telephone number may be answered with a recorded greeting.

130. Upon receiving a claim submission through the settlement administration website, the Administrator shall provide an immediate confirmation on the website, as well as a confirmation by email for those who provided email addresses, that the Administrator has received the information submitted and encouraging the notification of any friends or family who may potentially be Class Members. After receiving a completed Claim from a Class Member, the Administrator shall send the Class Member a confirmation letter by postcard confirming receipt of the Claim Form, or a confirmation by email confirming receipt of the Claim Form if

the Class Member has provided an email address, and encouraging the Class Member to inform any friends or family who may potentially be Class Members about the Stipulation.

131. Notwithstanding anything to the contrary in this Stipulation, any Claim Form, any portion of any Claim Form, or any Challenge may be submitted in one or more counterparts and/or in hard copy or in any electronic form, and the submission of documents and signatures may be made by facsimile, .pdf, or other electronic imaging.

132. Any person claiming to be a Class Member may, at any time before the Initial Challenge Deadline (or, if applicable, the Final Challenge Deadline), submit a Challenge to (i) his omission from the Class List; (ii) his Tentative Individual Payment Amount (including a Challenge to whether he is entitled to the Youth Per Diem or the SMI Per Diem for some or all of the days he was held in the Subject Housing, to whether he served Lock-Down Time, and/or to whether he served the amount of Contagious Disease Time reflected on the CHS Referral List); and/or (iii) his status as a Contagious Disease Referral Person.

133. A person may submit a Challenge by providing the Administrator (either directly or with the assistance of Class Counsel) with his legal name and/or any name that he reasonably believes was used in connection with his incarceration by DOC; the dates on which such person alleges to have been housed in the Subject Housing or an approximation by month and year of those dates; and the Subject Housing facility in which such person alleges to have been housed. Provided, however, that no Challenge shall be deemed insufficient on the basis that it does not contain all of that information, and that a Challenge will be processed if it contains sufficient information to permit the Parties to assess the validity of the Challenge or if the person submitting the Challenge provides supplemental information sufficient to permit the parties to assess the validity of the Challenge. In the case of a person challenging his status as a

Contagious Disease Referral Person or of a Class Member challenging the number of days he was housed in the Subject Housing during the Class Period that constitute Contagious Disease Time, such person also shall provide an executed HIPAA-compliant medical records release, including all subparts, authorizing the release to the New York City Law Department and Class Counsel of all of such person's medical records maintained by DOC. All medical records obtained pursuant to such release shall be treated as confidential pursuant to the Protective Order that is attached hereto as Exhibit N. The website established by the Administrator shall enable a person submitting a Challenge to do so through the website.

134. Promptly after a Challenge is submitted to the Administrator, the Administrator shall inform the City and Class Counsel of the Challenge and the information that was provided. The City and Class Counsel shall then work together in good faith to determine whether the Challenge has merit based on the preponderance of the evidence. A Challenge to alleged Contagious Disease Time shall be limited to a review of the medical records of the person making the Challenge and shall be deemed successful unless the medical records of the person making the Challenge demonstrate that the person was housed in West Facility during the Contagious Disease Time because they had been diagnosed with or were suspected of having contracted a contagious disease. With respect to Challenges intended to add a person as a Class Member or to the amount of the payment to a Class Member, the City shall provide Class Counsel with the record of incarceration and housing assignments during the Class Period of the person making the Challenge, if any, within twenty (20) business days of the City receiving the Challenge, and the Parties shall meet and confer within ten (10) business days thereafter. In the event that DOC has no record of the person making the Challenge being in City custody during the Class Period, City Counsel shall so state in writing within twenty (20) business days of the

City receiving the Challenge. If the City and Class Counsel agree that the Challenge has merit, then any changes that are warranted shall be reflected on the Amended Class List, the Parties shall so inform the Administrator, and the Administrator shall so inform the person who made the Challenge by first class mail (which mailing shall include the Notice Form, the Claim Form, and the Opt-Out Form). If the Parties agree that the Challenge does not have merit, then the Parties shall inform the Administrator that the Challenge has been rejected, and the Administrator shall so inform the person who made the Challenge based on a reason or reasons that Class Counsel shall provide to the Administrator. If the Parties disagree about whether the Challenge has merit, then the Challenge shall promptly be submitted to the assigned Magistrate Judge for a final and binding determination. Under no circumstances shall any person submitting a Challenge be entitled to receive any documents relating to the consideration and resolution of such Challenge; any such consideration and resolution shall be undertaken by counsel for the Parties and, in the event of a dispute, by the assigned Magistrate Judge.

135. Any Challenges submitted after the Initial Challenge Deadline (or, if extended, the Final Challenge Deadline) shall be null and void unless the person who submitted the Challenge demonstrates good cause for his failure to submit the Challenge by the Initial Challenge Deadline (or, if extended, the Final Challenge Deadline), and in no event shall any Challenges be accepted later than sixty (60) days after the Initial Claim Form Deadline (or, if extended, the Final Claim Form Deadline), regardless of whether there is or is not good cause. Good cause for submitting an untimely Challenge shall include, without limitation, the illness or death of the person who is the subject of the Challenge, the illness or death of a member of the family of the person submitting the Challenge, the incarceration or detention of the person submitting the Challenge, the failure to receive notice, or mailing or technical issues generally,

including without limitation undelivered claim forms, technical difficulties or problems with submitting the Challenge, problems with tickler or reminder systems, translation issues, or any other barriers to submitting a timely Challenge. The Administrator shall determine whether a person submitting a Challenge has established good cause, including asking a claimant for the basis for the untimely Challenge. The Administrator shall apply a permissive standard for that determination and shall not demand a written explanation, or proof or evidentiary support to establish good cause. The Administrator's determination that a person submitting a Challenge has established good cause is final and non-reviewable. If the Administrator makes an initial determination that a person has not established good cause for submitting an untimely Challenge, the Administrator shall consult with the Parties before reaching a final determination and, once a final determination has been made, shall inform the person that his Challenge was denied as untimely; the affected person shall have the right to ask the Court to review *de novo* the Administrator's denial of a Challenge as untimely.

136. If a Class Member's Challenge is successful, then the Administrator shall promptly cause the Class List to be amended to substitute the Class Member's Gross Individual Payment Amount, as modified by the successful Challenge, for the prior Tentative Individual Payment Amount, if any.

137. The City may lodge a City Challenge with respect to any Claim Form on or before the City Challenge Deadline applicable to such Claim Form. At the time it lodges a City Challenge, the City shall provide Class Counsel with all documents that form the basis for the City Challenge. Class Counsel shall have ten (10) business days after the City Challenge is lodged in which to oppose any City Challenge. If the Parties disagree about whether a City

Challenge has merit, then such City Challenge shall be submitted to the assigned Magistrate Judge for a final and binding determination.

138. Any Class Member who chooses to opt out of the settlement provided for in this Stipulation shall mail, fax, or email a completed and signed Opt-Out Form (or other signed writing clearly evidencing such intent and containing his name and address) to the Administrator such that it is postmarked or received by the Administrator on or before the Initial Opt-Out Deadline (or, if extended, the Final Opt-Out Deadline).

139. Any Class Member who submits an Opt-Out Form to the Administrator by the Initial Opt-Out Deadline (or, if extended, the Final Opt-Out Deadline) shall no longer be a Class Member, shall be barred from participating in the settlement provided for in this Stipulation, shall not receive any payment from the City pursuant to this Stipulation, shall not be entitled to submit any Objection to this Stipulation or to the Preliminary District Court Approval, and shall not be bound by the release provided for in Paragraphs 73 to 74 above.

140. Any Class Member who does not submit an Opt-Out Form (or other signed writing clearly evidencing such intent and containing his name and address) to the Administrator by the Initial Opt-Out Deadline (or, if extended, the Final Opt-Out Deadline) shall be deemed to have accepted the settlement and other terms of this Stipulation and shall be bound thereby and by any and all subsequent proceedings, order, and judgments in this action. For the avoidance of all doubt, any Opt-Out Form submitted after the Final Opt-Out Deadline shall be null and void.

141. If fewer than seventy-five percent (75%) of the Class Members identified on the Class List submit either Claim Forms or Opt-Out Forms prior to the Initial Claim Form Deadline, then the Initial Opt-Out Deadline shall be extended by an additional one hundred and twenty (120) days, which date shall be the Final Opt-Out Deadline.

142. Notwithstanding anything to the contrary in this Stipulation, if a Class Member's Challenge is rejected, such Class Member shall have thirty (30) days from receipt of notice of such rejection to file an Opt-Out Form.

143. The Administrator shall provide the Parties with updates every two weeks regarding the number and identity of Class Members who have provided updated Last Known Addresses, who have availed themselves of the Challenge Procedure, whose Notice Forms were returned as undeliverable, who have submitted Opt-Out Forms, and/or who have submitted Claim Forms.

144. On or about thirty (30) days before the Initial Claim Form Deadline, the Administrator shall send the Claim Form Deadline Warning, via first class mail, to each Class Member who has not yet submitted a Claim Form at such Class Member's Last Known Address, and, where possible, by email and a single text message per phone number, where possible. Reminder notices via text message shall be done only if the Court approves of sending reminder notice by text message in the Preliminary Approval Order as consistent with the requirements of Rule 23 and due process. The phone number used for the reminder text message shall be the best phone number match for the Class Member, as determined by the Administrator. The Administrator shall provide Class Counsel with a list of such best phone number matches, and shall provide Class Counsel with updated lists every two weeks.

145. Promptly after the Initial Claim Form Deadline, the Administrator shall inform the Parties which Class Members submitted Claim Forms prior to the Initial Claim Form Deadline.

146. If fewer than seventy-five percent (75%) of the Class Members identified on the Class List submit Claim Forms or Opt-Out Forms prior to the Initial Claim Form Deadline, then

the Initial Claim Form Deadline shall be extended by an additional one hundred and twenty (120) days, which date shall be the Final Claim Form Deadline.

147. If the deadline for submitting Claim Forms is extended pursuant to the previous Paragraph of this Stipulation, then during the one hundred and twenty (120) days between the Initial Claim Form Deadline and the Final Claim Form Deadline, Class Counsel shall attempt to contact each Class Member who has not submitted a Claim Form and inform him of his eligibility to receive compensation. The City shall cooperate reasonably with Class Counsel in connection with such efforts, including by accessing all relevant and reasonably available NYCDC databases and providing Class Counsel with updated last known addresses for any Class Member who has not yet submitted a Claim Form.

148. Any Claim Forms submitted after the Initial Claim Form Deadline (or, if extended, the Final Claim Form Deadline) shall be null and void unless the person who submitted the Claim Form demonstrates good cause for his failure to submit the Claim Form by the Initial Claim Form Deadline (or, if extended, the Final Claim Form Deadline), and in no event shall any Claim Forms be accepted later than sixty (60) days after the Initial Claim Form Deadline (or, if extended, the Final Claim Form Deadline), regardless of whether there is or is not good cause. Good cause for submitting an untimely Claim Form shall include, without limitation, the illness or death of a Class Member or member of Class Member's family, the incarceration or detention of a Class Member, or the failure to receive notice or mailing or technical issues generally, including without limitation undelivered claim forms, technical difficulties or problems with submitting the claim, problems with tickler or reminder systems, translation issues, or any other barriers to submitting a timely claim form. The Administrator shall determine whether a Class Member has established good cause, including asking a claimant

for the basis for the untimely claim. The Administrator shall apply a permissive standard for that determination and shall not demand a written explanation, or proof or evidentiary support to establish good cause. The Administrator's determination that a Class Member has established good cause is final and non-reviewable. If the Administrator makes an initial determination that a Class Member has not established good cause, the Administrator shall consult with the Parties before reaching a final determination; the affected Class Member shall have the right to ask the Court to review *de novo* the Administrator's denial of an untimely claim.

149. The Administrator shall verify the identity of each Class Member who submits a Claim Form based on the social security number, date of birth, and/or NYSID number provided on the Claim Form by comparing such information to the extent such information is set forth on the Class List, the Amended Class List, and/or the Final Class List. For the avoidance of doubt, the Administrator shall not provide identifying information to a person on the Class List, the Amended Class List, or the Final Class List. If the Administrator is unable to verify the identity of a Class Member who submits a Claim Form based on such information, then the Administrator shall promptly contact such Class Member and attempt to verify the identity of such Class Member by asking the Class Member to submit a copy of government-issued identification. If the Administrator is unable to verify the identity of such Class Member, then the Administrator shall so inform Class Counsel and the City, and such Class Member may appear for a deposition (a virtual deposition being sufficient), the cost of which shall be paid by Class Counsel, and attest under oath that he is who he claims to be and explain why he is unable to confirm his identity to the satisfaction of the Administrator. To the extent that the City and Class Counsel may disagree about whether any such deposition testimony is sufficient to

establish such Class Member's identity, any such disagreement(s) shall be presented to the assigned Magistrate Judge for resolution.

150. The Administrator shall promptly contact Class Members who submit deficient Claim Forms to provide them the opportunity to correct their Claim Forms.

151. No later than seven (7) days after the final completion of the Amended Class List, the Administrator shall provide the City and Class Counsel with a sworn declaration by a person with knowledge declaring under penalty of perjury that the Administrator has complied with all of the terms, conditions, and procedures set forth above, and which informs the Court of the total number of persons who have submitted Claim Forms, the total number of persons who have submitted Opt-Out Forms, the total number of successful and unsuccessful challengers, and the total number of objectors.

OBJECTIONS

152. Any Objections to this Stipulation by any Class Member shall be submitted to the Court on or before the Objection Deadline (or, if extended, the Final Objection Deadline).

153. All Objections must be submitted to the Court in writing and must include a detailed description of the basis of the Objection.

154. Only those Class Members who have not submitted timely Opt-Out Forms may submit Objections to this Stipulation.

155. If fewer than seventy-five percent (75%) of the Class Members identified on the Class List submit Claim Forms or Opt-Out Forms prior to the Initial Claim Form Deadline, then the Initial Objection Deadline shall be extended by an additional one hundred and twenty (120) days, which date shall be the Final Objection Deadline.

156. Any Class Member who fails to submit an Objection to this Stipulation by the Objection Deadline (or, if extended, the Final Objection Deadline) shall be deemed to have waived any and all objections to this Stipulation and shall be foreclosed from making any objection (whether by appeal or otherwise) to this Stipulation and/or to the Preliminary District Court Approval.

157. No Class Member may appear at the Fairness Hearing for the purpose of objecting to this Stipulation and/or to the Preliminary District Court Approval unless he or she submitted an Objection to the Court on or before the Objection Deadline (or, if extended, the Final Objection Deadline).

FINAL COURT APPROVAL

158. No later than twenty-one (21) days after the final completion of the Amended Class List, Class Counsel shall move with the City's consent for Final District Court Approval. The Parties anticipate that the Court will schedule a Fairness Hearing after filing of the motion for Final District Court Approval.

159. If the Court denies Final District Court Approval notwithstanding Class Counsel's diligent efforts, then this Stipulation shall become null and void in its entirety, the Parties will arrange for notice to be provided at the City's expense informing all Class Members that the settlement was not approved, Class Counsel shall promptly destroy all paper and electronic copies of the unredacted Class List and the CHS Referral List (though Plaintiffs reserve the right to seek such documents and/or the information contained therein through discovery), and the Parties shall be restored to their positions immediately prior to the execution of this Stipulation.

PAYMENT OF THE NET INDIVIDUAL PAYMENT AMOUNTS

160. A Class Member is not required to provide the Administrator with a social security number or other tax identification number in order to be an Eligible Class Member and collect a Net Individual Payment Amount. However, if a Class Member does not provide the Administrator with a valid social security number or other tax identification number, the Administrator shall withhold and remit to the Internal Revenue Service backup withholding in the amount of 24% of the Net Individual Payment Amount (or such other amount as the then-current Internal Revenue Service rules may require).

161. The City shall not assert with respect to a payment pursuant to this Stipulation any liens against the payment to Class Members except, where relevant, child support liens, docketed parking and Environmental Control Board judgments owed to DOF, docketed business tax warrants or judgments owed to DOF, and Medicare liens asserted by the federal government. The City, Class Counsel, and the Administrator will comply with any provisional remedies obtained by the New York State Office of Victim Services, as authorized by N.Y. Exec. Law §632-a, including but not limited to attachment, injunction, receivership, and notice of pendency with respect to any payment made hereunder. The City will not otherwise seek to reduce the payments by exercising its right to recover any other amounts. These provisions apply only to the proceeds received by Class Members under this Stipulation, and nothing herein shall be construed as a waiver to seek or collect all remaining balances due and owing from any source other than the proceeds paid pursuant to this Stipulation.

162. The City shall not maintain or use the data collected by or processed under this Stipulation to collect any debt from any Class Member, beyond such amounts as are deducted from amounts owed to Class Members under this Stipulation.

163. With respect to Confidential Information provided to HRA, DOF, and/or the New York City Law Department, the City will in no instance maintain or use that Confidential Information to seek to enforce or collect DOF or any other liens from Class Members, beyond such amounts as are deducted from amounts owed to Class Members under this Stipulation. HRA and DOF shall make reasonable efforts to delete all Confidential Information they receive from the Administrator no later than one hundred and eighty (180) days after Final District Court Approval and shall provide written confirmation of data destruction to Class Counsel within ten (10) days of such destruction. Nothing in this Stipulation shall require the City to delete data it already possesses independently of the settlement of this action, or which it is required to maintain by state or federal law or regulations with respect to payments made by the City or to demonstrate compliance with federal or state law or regulations.

164. Within three business days after Final District Court Approval is granted, the Administrator shall provide the City and Class Counsel with a list of all Eligible Class Members, including any address, date of birth, and/or social security number provided by the Class Members, and the Net Individual Payment Amount for each Class Member, so that the City may determine whether each person's Net Individual Payment Amount must be reduced due to New York child support liens, docketed parking and Environmental Control Board judgments owed to DOF, docketed business tax warrants or judgments owed to DOF, or Medicare liens asserted by the federal government. The City may also use the information provided by the Administrator to notify the New York State Office of Victim Services of the prospective payments to Class Members, so that the New York State Office of Victim Services may determine if it will seek any remedy pursuant to N.Y. Exec. Law §632-a. On or before thirty (30) days following the Effective Date for Payment, the City shall provide the Administrator and Class Counsel with a

list of those persons who have New York child support liens, docketed parking and Environmental Control Board judgments owed to DOF, docketed business tax warrants or judgments owed to DOF, and/or Medicare liens asserted by the federal government and the amount that shall be deducted from each such person's payment (and, with respect to child support liens, forwarded to the beneficiary of such child support lien).

165. The Administrator shall offer Class Members the option of speaking with a government benefits consultant to discuss the effect of any award under this Stipulation on their benefits. The cost of any such consultation shall be paid by the City as part of the cost of administering this settlement. No benefits currently received by Class Members may be terminated or reduced as a result of award amounts unless required by federal, state, or City law or regulation, or as set forth in Paragraph 161 above.

166. Promptly after Final District Court Approval is granted, the City and Class Counsel shall work together in good faith to calculate each Eligible Class Member's Net Individual Payment Amount by reducing each Eligible Class Member's Gross Individual Payment Amount by the amount of such Eligible Class Member's pro rata share (based on each Eligible Class Member's Gross Individual Payment Amount) of the total attorneys' fees and costs awarded to Class Counsel by the Court pursuant to F.R.C.P. 23(h). The City and Class Counsel shall use this information to jointly generate the Final Class List, which shall show each Eligible Class Member's Net Individual Payment Amount and the Net Total Payment Amount. To the extent that the City and Class Counsel may disagree about any such calculations, any such disagreement(s) shall be presented to the assigned Magistrate Judge for resolution.

167. Notwithstanding any other provision of this Stipulation, in no event shall the City be obligated to make payments that exceed the Anticipated Maximum Total Payment Amount by

more than seven and one-half percent (7.5%). Should the Gross Total Payment Amount exceed the Anticipated Maximum Total Payment Amount by more than seven and one half percent (7.5%), then this Stipulation, and any Preliminary District Court Approval, shall be null and void, and the Parties shall be restored to their respective positions before this Stipulation was executed, unless the City and Class Counsel agree on an amendment to this Stipulation that is approved by the District Court.

168. On or before the Effective Date for Payment, the City shall pay to Class Counsel the total attorneys' fees and costs awarded to Class Counsel by the Court pursuant to F.R.C.P. 23(h).

169. Upon the written request of any Class Member or Class Counsel made prior to the mailing of the Class Member's check pursuant to the next Paragraph of this Stipulation, the Administrator shall remit the amount of such Class Member's Net Individual Payment Amount by mail to an alternative address provided by such Class Member or Class Counsel, which shall be deemed his Last Known Address; provided, however, that Net Individual Payment Amounts shall not be made payable to agents of Eligible Class Members other than Court-appointed legal representatives of such Eligible Class Members.

170. Rights and claims under this Stipulation shall survive the death of Class Members. If a Class Member who is eligible to receive monetary relief under this Stipulation is deceased, the amount payable to such deceased Class Member shall be paid to the legally and duly appointed representative, administrator, or similar legal successor of their estate ("Representative"). A voluntary administrator appointed through the New York State Surrogate's Court's Small Estate program will be considered a Representative. The representative shall provide proof of death and appropriate documentation to show that they are

properly a representative of the estate. If the Administrator determines, after reasonable opportunity has been given, that there is insufficient information or proof regarding the deceased person's estate to permit such payment, the Administrator will consult with the Parties. Any disputes between the Parties regarding whether sufficient proof has been provided regarding the deceased person's estate to permit payment shall be resolved by the Court.

171. The Administrator shall take all necessary steps for the timely creation of the QSF. The Administrator shall provide the City with the tax identification number or employer identification number for the QSF and a completed W-9 Form and bank routing information for the QSF. Neither the City nor Class Counsel nor any of the Class Representatives shall be responsible for taxes, penalties, or interest relating to the QSF.

172. On or before the Effective Date for Payment, the City shall deposit or cause to be deposited into the QSF by wire transfer an amount of same-day- available funds equal to the Net Total Payment Amount.

173. As soon after the Effective Date for Payment as is practicable, but in no event later than sixty (60) days after the Effective Date for Payment, unless the New York State Office of Victims' Services has obtained a provisional remedy enjoining payment pursuant to N.Y. Exec. Law §632-a, the Administrator shall mail a check made payable to each Eligible Class Member in the amount of his Net Individual Payment Amount, less the amount of any child support lien, if any; docketed parking and Environmental Control Board judgments owed to DOF or docketed business tax warrants or judgments owed to DOF, if any; Medicare liens asserted by the federal government that have been imposed against such Class Member, if any; and, backup withholding pursuant to Paragraph 160 above, if applicable, to the Last Known Address of each Eligible Class Member.

174. If a Class Member's Net Individual Payment Amount is reduced because of a New York child support lien, docketed parking and Environmental Control Board judgments owed to DOF, docketed business tax warrants or judgments owed to DOF, and/or Medicare lien asserted by the federal government, then the Administrator shall provide such Class Member with written notice of those deductions, together with information on how to file a challenge regarding such deductions. If the City later determines that the amount of the lien and/or or docketed parking judgments or Environmental Control Board judgments or business tax warrants or judgments owed to DOF was incorrect, the Administrator shall pay to such Class Member the amount that was incorrectly withheld from such Class Member's Net Individual Payment Amount. If a Class Member's Net Individual Payment Amount is reduced because of backup withholding, then the Administrator shall provide such Class Member with written notice of that deduction.

175. If any payment due hereunder is enjoined because the New York State Office of Victims' Services has obtained a provisional remedy enjoining such payment pursuant to N.Y. Exec. Law §632-a, the Administrator shall issue payment pursuant to Paragraph 173 above upon dissolution of the provisional remedy, less any judgment obtained pursuant to N.Y. Exec. Law §632-a.

176. Notwithstanding anything to the contrary in this Stipulation, the Net Individual Payment Amounts for each Class Representative shall be increased by twenty thousand dollars (\$20,000.00) (the "Service Awards") in recognition of the time and energy that each has devoted to litigating this lawsuit and his willingness to serve as a Class Representative. All Net Individual Payment Amounts that are paid to each Class Representative shall be paid to Class Counsel as attorneys for such Class Representative.

177. The Administrator shall provide to Class Counsel and the City with a monthly statement of expenses paid. Class Counsel and the City shall have the right to inspect and copy all tax forms (and worksheets) and monthly bank statements of the QSF.

178. The Administrator shall maintain records confirming the date each check was mailed to each Eligible Class Member and the address to which it was sent.

179. The Administrator shall provide Class Counsel with a list, every two weeks, reflecting which of the checks sent to each Eligible Class Member have cleared during the prior two-week period.

180. The Administrator shall provide Class Counsel with a list, every two weeks, of all Eligible Class Members whose checks were returned as undeliverable during the prior two-week period.

181. If a check is returned as undeliverable, the Administrator shall run CLEAR searches and re-mail the check to the address on file or to any updated address determined by the Administrator using the national change of address registry within two weeks of receiving the returned check.

182. On or about the one hundred and twentieth (¹²⁰th) day after a check has been mailed to an Eligible Class Member, the Administrator shall send an overnight notice to any such Eligible Class Member who still has not cashed his check, at his Last Known Address, informing him that his Net Individual Payment Amount was mailed to him and of the deadline for cashing his check provided for in the next paragraph of this Stipulation. The Administrator shall also send notice to any such Eligible Class Member where possible, by email and a single text message per phone number, where possible. Reminder notices via text message shall be done only if the Court approves of sending reminder notice by text message in the Preliminary

Approval Order as consistent with the requirements of Rule 23 and due process. The phone number used for the reminder text message shall be the best phone number match for the Class Member, as determined by the Administrator. The email address used for the reminder message shall be the best email address match for the potential Class Member as determined by the Administrator after carrying out the email address research set forth in Paragraph 121 above, or an updated email address if one is determined by the Administrator or Class Counsel.

183. If an Eligible Class Member has not cashed his check by one hundred and eighty (180) days after the Administrator first mailed it, then the Administrator shall stop payment on such check and shall transfer the amount of such check into the Administrator's Escheat Account, to be deposited upon expiry of statutory periods into the unclaimed funds accounts of the state of the Class Member's last available address; provided, however, that if the Class Member or Class Counsel provides an updated Last Known Address in writing to the Administrator no later than one hundred and eighty (180) days after the Administrator mailed the check to the Class Member, then the Administrator shall stop payment on such check, issue a new check to such Class Member in the same amount, and mail it to the Class Member at the updated Last Known Address.

DISPUTE RESOLUTION

184. Should any dispute arise regarding the implementation of this Stipulation, the Parties shall first meet and confer and attempt to resolve the dispute informally. If such efforts fail, the Parties shall present the issue to and appear before the assigned Magistrate Judge at a conference.

MISCELLANEOUS PROVISIONS

185. This Stipulation constitutes the entire agreement between and among the Parties hereto with respect to the matters covered hereby and supersedes any prior or contemporaneous agreement, understanding, or undertaking, written or oral, by or between or among the Parties.

186. This Stipulation shall not be admissible in any action or proceeding except as necessary to enforce its terms and obligations, including but not limited to as necessary to establish the preclusive effect of this Stipulation in other actions.

187. The City and Class Counsel shall be deemed to have participated fully in the drafting, review, and revision of this Stipulation. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Stipulation.

188. The signatories to this Stipulation represent that they are fully authorized to enter into this Stipulation and to bind the Parties to the terms and conditions hereof, subject to Court approval.

189. The Parties acknowledge that they each have voluntarily entered into this Stipulation after consulting with counsel, and that no promises or representations were made to them by any person to induce them to enter into this Stipulation other than the express terms set forth herein.

190. No term or provision of this Stipulation may be varied, changed, modified, waived, discharged, or terminated orally, but only by an instrument in writing signed by the Party against whom the enforcement of the variation, change, modification, waiver, discharge, or termination is sought and approved by the Court.

191. The Court shall retain jurisdiction over this action to ensure the fair and effective implementation and enforcement of the terms of this Stipulation, and the Parties and the Class Members hereby submit to the exclusive jurisdiction of the Court for purposes of implementing and enforcing the terms of this Stipulation.

192. This Stipulation may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Copies of this Stipulation shall have the same force and effect as an original, and each of the Parties hereby expressly waives any right to assert that such copies fail to comply with the “Best Evidence” rule of the Federal Rules of Evidence or any equivalent rule of law or evidence of any other jurisdiction. Signatures by facsimile, .pdf, or other electronic imaging shall be deemed to constitute original signatures.

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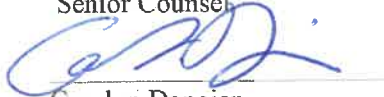
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<p>For the Class Representatives:</p>  <hr/> <p>Eric Hecker John R. Cuti Alexander Goldenberg Daniel Mullkoff CUTI HECKER WANG LLP 305 Broadway, Sixth Floor New York, New York 10007 (212) 620-2600</p> <p>Alexander Reinert 55 Fifth Avenue, Room 1005 New York, NY 10003 (212) 790-0403</p>	<p>For the Defendants:</p> <p>HON. SYLVIA O. HINDS-RADIX Corporation Counsel of the City of New York <i>Attorney for Defendants</i></p> <p>By:  Alan H. Scheiner Senior Counsel</p> <p> Carolyn Depoian Senior Counsel</p> <p>Special Federal Litigation Division NYC Law Department 100 Church Street, 3rd Floor New York, New York 10007</p>
<p>SO ORDERED:</p> <hr/> <p>HON. P. KEVIN CASTEL U.S. District Judge</p> <p>Date: _____</p>	