

EXHIBIT C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
ALECHEA TONEY-DICK, X.T., RENEE :
MOORE, and SHERRY HANAN, individually :
and on behalf of others similarly situated, :
:
Plaintiffs, :

v. :

ROBERT DOAR, in his official capacity as :
Commissioner of the New York City Human :
Resources Administration; and THE NEW :
YORK CITY HUMAN RESOURCES :
ADMINISTRATION; KRISTIN M. PROUD, :
in her official capacity as Acting :
Commissioner of the New York State Office of :
Temporary and Disability Assistance; and the :
NEW YORK STATE OFFICE OF :
TEMPORARY AND DISABILITY :
ASSISTANCE; and TOM VILSACK, in his :
official capacity as Secretary of the United :
States Department of Agriculture; and the :
UNITED STATES DEPARTMENT OF :
AGRICULTURE, :

No. 12-cv-9162 (KBF) (AJP)

Defendants. :
:
-----X

STIPULATION AND ORDER OF SETTLEMENT

WHEREAS, between December 12 and 18, 2012, defendant the New York City Human Resources Administration (“HRA”) administered a federal Disaster Supplemental Nutrition Assistance Program (“DSNAP”) to address the needs of certain New York City residents affected by Superstorm Sandy (the “Sandy D-SNAP I”); and

WHEREAS, on December 17, 2012, Plaintiff Alechea Toney-Dick, individually and on behalf of all others similarly situated, filed a complaint against Defendants Robert Doar, in his official capacity as Commissioner of HRA and HRA (collectively, the “City Defendants”)

asserting claims under the Americans with Disabilities Act (“ADA”), the Rehabilitation Act (“RA”), the Food Stamp Act (“FSA”), and state and local laws prohibiting disability discrimination; and

WHEREAS, on December 21, 2012, Plaintiffs Alechea Toney-Dick, X.T., Renee Moore, and Sherry Hanan (collectively, “Lead Plaintiffs”), individually and on behalf of all others similarly situated, filed an amended complaint (the “First Amended Complaint”) against the City Defendants; and

WHEREAS, on January 8, 2013, Lead Plaintiffs filed motions for a preliminary injunction and for class certification; and

WHEREAS, on January 17, 2013, the City Defendants filed a motion to dismiss the First Amended Complaint and on March 18, 2013, the Court granted the City Defendants’ motion to dismiss the First Amended Complaint without prejudice to the filing of a second amended complaint; and denied, without prejudice, Plaintiffs’ motions for preliminary injunction and class certification; and

WHEREAS, on March 29, 2013, Lead Plaintiffs, on behalf of a putative class, filed a second amended complaint (the “Complaint”), which is the operative complaint in the Action, against Tom Vilsack, in his official capacity as Secretary of the United States Department of Agriculture (“USDA”) and USDA (collectively with Vilsack, the “Federal Defendants”), Kristin M. Proud, in her official capacity as Commissioner of the New York State Office of Temporary and Disability Assistance (“OTDA”) and OTDA (collectively, the “State Defendants,”) and the City Defendants; and

WHEREAS, on May 13, 2013, Lead Plaintiffs filed a second motion for class certification; and

WHEREAS, on June 12, 2013, the City Defendants filed an answer to the Complaint, and the State and Federal Defendants filed motions to dismiss the Complaint; and

WHEREAS, on July 12, 2013, the City Defendants filed a motion for judgment on the pleadings; and

WHEREAS, on September 16, 2013, the Court granted Lead Plaintiffs' motion for class certification and certified two Subclasses pursuant to Federal Rule of Civil Procedure 23(b)(2); and

WHEREAS, on September 23, 2013, the Court denied the City Defendants' motion for judgment on the pleadings and the State Defendants' motion to dismiss the Complaint; and

WHEREAS, on October 15, 2013, the State Defendants filed an answer to the Complaint; and

WHEREAS, on November 15, 2013, the Court granted the Federal Defendants' motion to dismiss the Complaint as to the Federal Defendants; and

WHEREAS, on January 22, 2014, the Court referred the Action to Magistrate Judge Andrew J. Peck for settlement discussions and terminated all pending motions without prejudice; and

WHEREAS, on February 28, 2014, Steven Banks was appointed as the Commissioner of HRA; and

WHEREAS, on or about July 8, 2014, USDA released a revised USDA D-SNAP Guidance; and

WHEREAS, on or about August 15, 2014, OTDA submitted its annual OTDA D-SNAP Plan to USDA for approval; and

WHEREAS, on January 9, 2015, USDA approved the OTDA 2014-15 D-SNAP Plan;
and

WHEREAS, on January 26, 2015, Sharon Devine was appointed as the Executive
Deputy Commissioner of OTDA; and

WHEREAS, City Defendants and State Defendants deny that they have violated the
ADA, RA, FSA or state and local laws prohibiting disability discrimination, and Lead Plaintiffs
contend that the claims are meritorious; and

WHEREAS, in order to resolve all issues pending between the Settling Parties without
the expense, risks, delays, and uncertainties of a trial and any appeals, the Lead Plaintiffs, City
Defendants and State Defendants agree to the terms of this Stipulation and Order of Settlement
(the “Stipulation”) as stated below; and

WHEREAS, the Settling Parties acknowledge that the Court has subject matter
jurisdiction over this case, and authority to enter this Stipulation and to enforce its terms; and
City Defendants and State Defendants acknowledge they are subject to personal jurisdiction in
the Court;

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned that
the Action is settled and dismissed, with prejudice subject to the approval of the Court, on the
following terms and conditions:

I. JURISDICTION

This Court shall retain jurisdiction of the Action for the purpose of (i) entering orders
providing for awards of Attorneys’ Fees to Plaintiffs’ Counsel and (ii) enforcing the terms of this
Stipulation. Such jurisdiction shall continue until the earlier of (a) twenty four (24) months after
the Effective Date or (b) twelve (12) months after the Effective Date if the City Defendants have

appointed and convened a Disability Advisory Community Panel and so certify in writing to all counsel.

II. DEFINITIONS

As used in this Stipulation, the following terms shall have the following meanings.

A. “Action” means the class action in the Court captioned *Toney-Dick, et al. v. Doar, et al.*, No. 12-cv-9162 (KBF) (AJP), filed on December 17, 2012.

B. “Attorneys’ Fees” means the fees, costs, and expenses outlined in Section VII below.

C. “Class” or “Class Members” means the members of Subclass 1 and Subclass 2.

D. “Court” means the United States District Court for the Southern District of New York.

E. “Disability Advisory Community Panel” means a collaborative entity comprised of representatives from HRA and organizations that have an interest in, advocate for, or provide services to, people with disabilities, as well as people with disabilities, including HRA clients. The Disability Advisory Community Panel will address emerging issues, challenges, and solutions related to disability and other access and functional needs as they relate to HRA policy and the delivery of services to clients with disabilities.

F. “Effective Date” means the date upon which all of the following events have occurred:

- (1) The Court has so-ordered and entered the Stipulation;
- (2) The Court has entered the Judgment in the Action, following notice to the Class, the Fairness Hearing, and compliance with the notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715; and

(3) the Judgment has become Final.

G. “Execution Date” means the date of the signing of this Stipulation by the last Settling Party to sign this Stipulation.

H. “Fairness Hearing” means the hearing to be held by this Court pursuant to Federal Rules of Civil Procedure 23(c)(2) and 23(e) after Notice has been given to the Subclasses.

I. “Final,” with respect to the Judgment or any other Court order in the Action, means that no further judicial review, whether by appeal, mandamus, rehearing or writ of certiorari, remains available in any judicial forum.

J. “Judgment” means a judgment approving the Settlement, substantially in the form to be submitted by the Settling Parties by March 30, 2015, to be entered by the Court and directed by the Court as final pursuant to Federal Rule of Civil Procedure 54(b).

K. “Plaintiffs’ Counsel” means The Legal Aid Society and the law firm of Gibson, Dunn & Crutcher LLP.

L. “OTDA 2014-15 D-SNAP Plan” means the State of New York Disaster Supplement Nutrition Assistance Program – 2014-2015 plan approved by USDA on or about January 9, 2015.

M. “OTDA D-SNAP Plan” means the proposed D-SNAP state plan submitted annually by OTDA to USDA.

N. “Revised USDA Guidance” means the *Disaster SNAP Guidance and Toolkits* promulgated by USDA on or about July 8, 2014.

O. “Settlement” means the resolution of the Action and the agreement of the Settling Parties embodied in this Stipulation.

P. “Settling Defendants” means the City Defendants and State Defendants.

Q. “Settling Parties” means Lead Plaintiffs, on behalf of the Class, and the Settling Defendants.

R. “State Disability Access Procedures” collectively means: (i) OTDA’s 06-ADM-05, “Providing Access to Temporary Assistance Programs for Persons with Disabilities and/or Limited English Proficiency (LEP)”; (ii) OTDA’s public-facing website, www.otda.ny.gov, that provides certain documents in a *Jobs Access With Speech* (“JAWS”) compatible format; (iii) OTDA’s General Information System GIS 14 TA/DC022, entitled “Disability Accommodation Indicator”; and (iv) the OTDA 2014-15 D-SNAP Plan.

S. “Subclasses” means Subclass 1 and Subclass 2.

T. “Subclass 1” means the first subclass certified on September 16, 2013, consisting of “disabled individuals who were eligible to apply for benefits from the Sandy D-SNAP I Program.”

U. “Subclass 2” means the second subclass certified on September 16, 2013, consisting of “individuals who may be eligible to apply for benefits from a future D-SNAP program and who will need reasonable accommodations because of a disability (or disabilities).”

V. “USDA Guidance” means the *Disaster SNAP Guidance and Toolkits* provided periodically by USDA.

W. “Waiver Request” means the document attached hereto as Exhibit A.

III. RETROSPECTIVE RELIEF TO SUBCLASS 1

A. With respect to Subclass 1, on the Effective Date, the City Defendants shall implement the Retrospective Relief by promptly submitting to OTDA the Waiver Request. If USDA approves all of the terms of the Waiver Request, City Defendants shall administer the distribution of D-SNAP benefits in accordance with the Waiver Request. Should USDA request a change in the Waiver Request, City Defendants shall refrain from agreeing to any such request

until Plaintiffs' Counsel has been notified and had two (2) business days to respond. After the earlier of (i) receipt of Plaintiffs' Counsel's response or (ii) the close of the second business day after notification to Plaintiffs' Counsel of such a request, City Defendants shall promptly respond to USDA's request (including, where necessary, through OTDA). City Defendants shall endeavor to make such revisions to the Waiver Request as are necessary to secure USDA approval, provided, however, that the City Defendants may decline to make revisions to the Waiver Request that would impose a material burden on the City Defendants. If USDA approves all of the terms of a revised Waiver Request proposed by City Defendants in response to a USDA request, City Defendants shall administer the distribution of D-SNAP benefits in accordance with the revised Waiver Request. (The distribution of D-SNAP benefits in accordance with the Waiver Request or a revised Waiver Request, the "Sandy D-SNAP II").

B. With respect to Subclass 1, the State Defendants shall, upon receipt from City Defendants, promptly submit the Waiver Request to USDA. The State Defendants shall promptly advise City Defendants and Plaintiffs' Counsel if USDA requests a change in the Waiver Request. State Defendants shall not agree to any such requests themselves. If the State Defendants receive a revised Waiver Request from HRA and a request from HRA to submit the revised Waiver Request to USDA, State Defendants shall promptly submit the revised Waiver Request to USDA.

IV. PROSPECTIVE RELIEF TO SUBCLASS 2

A. With respect to Subclass 2, the City Defendants shall, so long as the Court retains jurisdiction over the Action, undertake their best efforts in the administration of future D-SNAP programs to comply with the ADA, RA, FSA, state and local laws prohibiting disability discrimination, the then-current USDA Guidance, and the then-current OTDA D-SNAP Plan.

B. With respect to Subclass 2, the State Defendants shall, so long as the Court retains jurisdiction over the Action,

(1) Discuss with the City Defendants (or their successors) whether they have considered the options available in the State Disability Access Procedures and the Revised USDA Guidance, and any lawfully established revisions or supplements to these documents, in the distribution and/or administration of any future D-SNAP benefits by City Defendants and the need to make reasonable accommodations for members of Subclass 2, including access to the program application process;

(2) Maintain the State Disability Access Procedures in all material respects.

C. Nothing in Section IV-A shall preclude City Defendants from taking any lawful actions.

D. Nothing in Section IV-B shall preclude State Defendants from taking any lawful actions, including but not limited to amending the State Disability Access Procedures.

V. ENTRY OF JUDGMENT

If the Settlement contemplated by this Stipulation is approved by the Court after the Fairness Hearing, the Settling Parties shall request that the Court enter the Judgment. The Judgment shall include, among other things, the releases provided for herein, and an express determination pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay of entry of the Judgment.

VI. RELEASES

Lead Plaintiffs, Subclasses 1 and 2, the members of Subclass 1 and Subclass 2, and their heirs, administrators, representatives, attorneys, successors, and assigns, and each of them hereby RELEASE, and FOREVER DISCHARGE the Settling Defendants and their agencies, divisions,

departments, officers, employees, and agents from—and are hereby FOREVER BARRED and PRECLUDED from prosecuting—any and all claims, causes of action, or requests for any injunctive, monetary, and/or any other form of relief, including, but not limited to, damages, tax payments, debt relief, costs, attorneys’ fees, expenses, and/or interest, except as provided for below, whether presently known or unknown, that they have or could have asserted in the Action by reason of, with respect to, in connection with, or which arise out of, any matters alleged in the Action (collectively, the “Released Claims”). Each Lead Plaintiff agrees to execute and deliver to Settling Defendants’ attorneys a release based on the terms of this Paragraph forthwith upon the entry of the Judgment.

VII. ATTORNEYS’ FEES

A. The Settling Parties shall negotiate in good faith as to a final amount of Attorneys’ Fees, inclusive of costs and litigation expenses, to be awarded to Plaintiffs’ Counsel.

- (1) If the Parties are able to negotiate a final amount of Attorneys’ Fees, inclusive of costs and litigation expenses, to be awarded to Plaintiffs’ Counsel, the stipulation of settlement for such fees (the “Attorneys’ Fees Agreement”) shall contain the following provision:

Payment by State Defendant of any Attorneys’ Fees pursuant to this Attorneys’ Fees Agreement is subject to the approval of all appropriate State officials. Lead Plaintiffs and Plaintiffs’ Counsel agree to execute and deliver all necessary and appropriate vouchers and other documentation requested with respect to obtaining such approval and effectuating payment. In the event such approval is not obtained, then this Attorney’s Fees Agreement shall be null, void, and of no further force and effect.

- (2) If such negotiations are unsuccessful, Plaintiffs’ Counsel shall apply to the Court before the Fairness Hearing for an award of no more than \$750,000 in Attorneys’ Fees, inclusive of costs and litigation expenses, and the

Settling Defendants reserve all rights to contest the amount of Attorneys' Fees sought in such application.

B. Any Attorneys' Fees that are awarded by the Court shall be paid to Plaintiffs' Counsel within one hundred and twenty (120) days of the Judgment in the Action becoming Final.

C. An award of Attorneys' Fees and/or litigation expenses is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein. Neither Plaintiffs nor Plaintiffs' Counsel may cancel or terminate the Settlement based on the Court's or any appellate court's ruling with respect to attorneys' fees and/or litigation expenses.

VIII. CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION

If the Court disapproves the Settlement or any material part thereof or declines to enter the attached Judgment in any material respect, or if the Judgment is modified or reversed in any material respect by an Order or mandate that is a Final decision, then:

- (1) The Settlement and relevant portions of this Stipulation shall be canceled and terminated without prejudice and this Stipulation shall be null and void and shall have no further force or effect; and
- (2) The Class and the Settling Defendants shall revert to their respective positions in the Action as of January 21, 2014.

IX. ENFORCEMENT

A. City Defendants shall provide a mechanism pursuant to which Plaintiffs' Counsel may bring to City Defendants' attention individual cases or instances in which there has been an alleged violation of the terms and conditions of Section III of this Stipulation in the operation of Sandy D-SNAP II. City Defendants shall investigate the case(s), take any appropriate steps

required to resolve the issue(s), and report the result of such investigation in writing to Plaintiffs' Counsel within seven (7) calendar days.

B. In the event of a motion by the Class for enforcement or contempt based upon either the City and/or State Defendants' alleged non-compliance with this Stipulation, City and/or State Defendants shall be considered to be in compliance with the provisions of this Stipulation unless the Class establishes that the City and/or State Defendants' failures or omissions to comply with the provisions of this Stipulation were not minimal or isolated, but were sufficiently significant or recurring as to be systemic. Non-systemic individual and isolated violations of this Stipulation shall not form a basis for a finding that City and/or State Defendants' have acted in contempt of this Stipulation or a motion for enforcement.

C. If Plaintiffs' Counsel believes that the City and/or State Defendants have failed to comply with the provisions of this Stipulation, Plaintiffs' Counsel shall notify the City and State Defendants' counsel in writing of the nature and specifics of the alleged failure to comply and shall specify the basis for such belief within seven (7) calendar days of the alleged failure to comply. Unless otherwise resolved, the Plaintiffs' Counsel and the City and/or State Defendants' Counsel shall confer within seven (7) calendar days following notice to the City and State Defendants' Counsel in an attempt to arrive at a resolution of the alleged failure to comply.

D. If no resolution is reached within three (3) business days from the date of the conference provided for by Section IX-C above, Plaintiffs' Counsel may move this Court for an order enforcing the provisions of this Stipulation and/or for contempt. Plaintiffs' Counsel shall bear the burden of proving that the alleged noncompliance is sufficiently significant or recurring so as to be systemic, as set forth in Section IX-B above. No motion for contempt or enforcement shall be brought to remedy those violations that the Settling Parties agree (a) have been cured or

(b) will be cured pursuant to a plan agreed upon by the Settling Parties. In the event that the Class and the allegedly breaching Defendant(s) agree to a plan to cure an alleged violation and the Class believes thereafter that the violation has still not been cured, the Class must provide at least five (5) business days' notice to the City and State Defendants before any motion is made for enforcement of this Stipulation or for contempt.

E. Any motion to the Court for an order enforcing the provisions of this Stipulation and/or for contempt must be made no later than 45 calendar days after Plaintiffs' Counsel has provided the City Defendants and the State Defendants with notice pursuant to Paragraphs IX-C or IX-D above, whichever is applicable, unless a different time frame is agreed to by Plaintiffs' Counsel and the Settling Party(-ies) who is (or are) alleged to be in noncompliance.

F. An application for Sandy D-SNAP II benefits shall not be denied solely for the basis that it is untimely if the applicant invoked the provisions in IX-A during the application period.

G. Nothing in this Section IX shall be construed as diminishing the right of any Class Member to challenge a failure to process, or the denial of, his or her application for a Sandy D-SNAP II benefit by way of an administrative fair hearing or an Article 78 proceeding under the New York Civil Practice Law and Rules.

X. MISCELLANEOUS PROVISIONS

A. Neither this Stipulation nor any order or judgment approving it constitutes an admission or concession by the Settling Defendants (i) of the truth of any allegation or the validity of any claim asserted in the Action, (ii) of the liability of the Settling Defendants, or (iii) of any fault, omission, or failure to act by the Settling Defendants, or an admission or concession by the Lead Plaintiffs or Class Members of the lack of merit of any claims.

B. Nothing contained in this Stipulation shall impose upon the Settling Defendants any duty, obligation, or requirement, the performance of which would be unlawful, or, with respect to the State Defendants, that would impair the State Defendants' ability to participate in the federal D-SNAP program by amending the OTDA 2014-15 D-SNAP Plan, or any other OTDA D-SNAP Plan, to conform with any revisions to the Revised USDA Guidance or future USDA Guidance.

C. The Exhibit attached hereto is hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail.

D. The Settling Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Lead Plaintiffs or any other Class Members against the Settling Defendants with respect to the Released Claims.

E. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the counsel of both Lead Plaintiffs and the Settling Defendants (or their successors-in-interest) and approval by the Court.

F. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

G. Without further order of the Court, the Settling Parties may collectively agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

H. This Stipulation contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into

prior to the execution of this Stipulation regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

I. This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

J. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Settling Parties, including the successors of the officers sued in their official capacities.

K. The construction, interpretation, operation, effect and validity of this Stipulation, and all documents necessary to effectuate it shall be governed by the laws of the State of New York without regard to conflicts of laws, except to the extent that federal law may govern.

L. Any action arising under or to enforce this Stipulation, or any portion thereof, shall be commenced only in the Court.

M. This Stipulation shall not be construed more strictly against one Settling Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Settling Parties.

N.

- (1) The undersigned representative of the State Defendants to this litigation certifies that he is authorized to enter into the terms and conditions of this Stipulation and to execute and bind legally State Defendants to this document.

- (2) The undersigned representative of City Defendants to this litigation certifies that he or she is authorized to enter into the terms and conditions of the Stipulation and to bind legally the City Defendants to this document.
- (3) Each undersigned representative of Lead Plaintiffs and Class Members to this litigation certifies that he or she is authorized to enter into the terms and conditions of the Stipulation and to bind legally the Lead Plaintiffs and Class Members to this document.

O. Plaintiffs' Counsel and Settling Defendants' Counsel agree to cooperate reasonably with one another in seeking Court approval of the Settlement, as embodied in this Stipulation, and to use reasonable efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

P. If any Settling Party is required to give notice to another Settling Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or facsimile or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Lead Plaintiffs or Plaintiffs' Counsel:	Kenneth Stephens, Esq. The Legal Aid Society 199 Water Street New York, NY 10038 kstephens@legal-aid.org (212) 577-3988
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<p>With a copy (that shall not constitute notice) to:</p>	<p>Randy M. Mastro, Esq. Gibson, Dunn & Crutcher LLP 200 Park Avenue New York, NY 10166 rmastro@gibsondunn.com (212) 351-3825</p>
<p>If to the City Defendants:</p>	<p>Thomas B. Roberts, Esq. Assistant Corporation Counsel 100 Church Street New York, NY 10007 Throbert@law.nyc.gov 212-356-0872</p> <p>and</p> <p>Martha Calhoun, Esq. General Counsel New York City Human Resources Administration 4 World Trade Center 150 Greenwich Street New York, NY 10007 calhounm@hra.nyc.gov</p>
<p>If to the State Defendants:</p>	<p>John Gasior, Esq. Assistant Attorney General 120 Broadway, 24th Floor New York, NY 10271 Tel: (212) 416-8570 johngasior@ag.ny.gov</p> <p>and</p> <p>Krista Rock, Esq. General Counsel New York State Office of Temporary and Disability Assistance 40 N. Pearl St. Albany, NY, 12243 Tel: (518) 474-9502 Krista.rock@otda.ny.gov</p>

Q. The Settling Parties to this Stipulation shall seek to uphold the validity of this Stipulation in any lawsuit in New York State that seeks to nullify or invalidate any part of this Stipulation.

R. Should any nonmaterial provision of this Stipulation be found by a court to be invalid or unenforceable, the validity of other provisions of this Stipulation shall not be affected or impaired, and such other provisions shall be enforced to the maximum extent possible.

S. Except as otherwise provided herein, each Settling Party shall bear its own costs.

T. The Settling Parties agree that, prior to final approval by the Court of the Settlement, any disputes or issues that may arise between the Settling Parties relating to Attorney's Fees may be referred to Magistrate Judge Andrew J. Peck.

U. The Settling Parties stipulate and agree that all litigation activity in the Action affecting the Settling Defendants, except that contemplated herein shall be stayed and all hearings, deadlines, and other proceedings in the Action, except any Fairness Hearing or other matters related to the Settlement, shall be taken off calendar.

V. Nothing contained herein shall be deemed to constitute a policy or practice of the City Defendants or the City of New York or of the State Defendants or the State of New York.

W. This Stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except in an action or proceeding by Class Members to enforce the terms of this Stipulation.

IN WITNESS WHEREOF, the parties hereto have caused this Stipulation to be executed, by their duly authorized attorneys, as of March 30, 2015.

THE LEGAL AID SOCIETY

ZACHARY W. CARTER
Corporation Counsel of the City of New York

By: 

By: 

Adriene Holder
Judith Goldiner
Kenneth Stephens
Sumani Lanka
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Thomas B. Roberts
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New York, NY 10007
Tel: (212) 356-0872

Attorney for the City Defendants

and

GIBSON, DUNN & CRUTCHER LLP

ERIC T. SCHNEIDERMAN
Attorney General of the State of New York

By: 

By: 

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Goutam U. Jois
Christine Demana
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Tel: (212) 351-4000

John Gasior
Assistant Attorney General
120 Broadway, 24th Floor
New York, NY 10271
Tel: (212) 416-8570

Attorneys for Lead Plaintiffs and the Class

Attorney for the State Defendants

SO ORDERED

U.S.D.J.

IN WITNESS WHEREOF, the parties hereto have caused this Stipulation to be executed, by their duly authorized attorneys, as of March 30, 2015.

THE LEGAL AID SOCIETY

ZACHARY W. CARTER
Corporation Counsel of the City of New York

By: _____

By: _____

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Attorney for the City Defendants

and

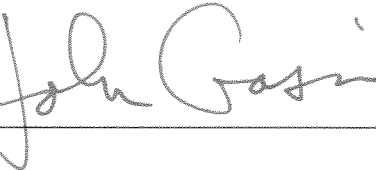
GIBSON, DUNN & CRUTCHER LLP

ERIC T. SCHNEIDERMAN
Attorney General of the State of New York

By: _____

By: _____

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Attorneys for Lead Plaintiffs and the Class

Attorney for the State Defendants

SO ORDERED

U.S.D.J.