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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

LOVELY H., GLORIA Q., and MICHELE N.,  
COURTNEY B., LAURA S., EULA S., individually and  
on behalf of all others similarly situated,

Plaintiffs,

- against -

VERNA EGGLESTON, as Commissioner of the New  
York City Human Resources Administration,

Defendant.

**STIPULATION AND  
ORDER OF PARTIAL  
SETTLEMENT**

05 CV 6920 (KBF)

**WHEREAS** Plaintiffs commenced this action by filing a class action complaint on or about August 3, 2005, alleging, *inter alia*, that the transfer by the New York City Human Resources Administration (“HRA”) of the public assistance cases of individuals from their local Job Centers to one of three specialized centers (“WeCARE hubs” or “hubs”) in connection with the implementation of the Wellness, Comprehensive Assessment, Rehabilitation and Employment (“WeCARE”) program, violated state, federal and local law; and

**WHEREAS** Plaintiffs simultaneously moved for class certification and a preliminary injunction; and

**WHEREAS**, in a decision dated April 19, 2006, the Court certified a class consisting of “recipients of public assistance, food stamps and/or Medicaid who have received or will receive a notice from the New York City Human Resources Administration involuntarily transferring their case to one of three ‘hub centers’ in Manhattan, the Bronx or Brooklyn in connection with the WeCARE program” and a subclass within the main class of members “who (a) have a physical or mental impairment that substantially limits one or more major life

activities within the meaning of the Americans with Disabilities Act of 1990, (b) have a record of such an impairment, or (c) are regarded as having such an impairment,” Lovely H. v. Eggleston, 235 F.R.D. 248 (S.D.N.Y. 2006); and

**WHEREAS**, in the April 19, 2006, decision, the Court granted the Plaintiffs’ Motion for a Preliminary Injunction to the extent that Defendant was prohibited from reassigning class members’ (and their associated persons’) cases to the hub centers involuntarily and Defendant was ordered to offer WeCARE participants already reassigned to a hub center the option of conducting through their nearest neighborhood center all of the interactions available to non-disabled benefit recipients through those offices, id. at 262-63; and

**WHEREAS**, by letter dated May 3, 2006, HRA informed the Court that it intended to close the WeCARE hubs and transfer hub clients to the local center that served their zip code of residence, see letter from Martha Calhoun to Hon. Laura Taylor Swain, May 3, 2006; and

**WHEREAS** the last hub center was closed in July 2006; and

**WHEREAS** the parties have conducted discovery on the issue of remedy and attempted to identify which class members may have missed hub center appointments and subsequently had their cases closed or sanctioned; and

**WHEREAS** the parties disputed certain issues of law, and submitted these to the Court for resolution in a Motion for Partial Summary Judgment on January 30, 2007 (the “First Motion for Partial Summary Judgment”); and

**WHEREAS**, by Order dated March 20, 2009, the Court terminated the First Motion for Partial Summary Judgment without prejudice to either party seeking restoration upon written request; and

**WHEREAS**, by stipulation so ordered by this Court on February 3, 2010, the class definition was further amended to be:

recipients of public assistance, food stamps and/or Medicaid who (1) are or will be designated as participants in the WeCARE program or (2) individuals who were part of a case that was designated as "homebound" by HRA and had that designation removed through the posting of an HRA NYCWAY computer Action Code 19HC;

and

**WHEREAS**, by stipulation so ordered by this Court on February 1, 2011, the class definition was further amended to be:

Individuals who meet one of the following three criteria: (1) individuals who are, were, or will be recipients of public assistance, food stamps and/or Medicaid who are, were, or will be designated as participants in the WeCARE program; or (2) individuals who were recipients of public assistance, food stamps and/or Medicaid who were part of a case that was designated as "homebound" by HRA and had that designation removed through the posting of an HRA NYCWAY computer Action Code 19HC or (3) individuals who are, were, or will be recipients of cash assistance and/or food stamps who have a physical, mental or medical impairment within the meaning of the New York State Human Rights Law § 292(21) and who request to be designated as "homebound" by HRA;

and

**WHEREAS** the parties previously entered into a Stipulation submitted to the Court dated March 15, 2012, resolving, subject to approval by the New York State Office of Temporary and Disability Assistance ("OTDA"), issues related to Plaintiffs' claims for benefits lost in connection with the implementation of the WeCARE hubs for class members with active cash assistance cases; and

**WHEREAS**, by letter dated March 8, 2013, OTDA approved the formula for issuing retroactive Cash Assistance benefits to class members with open Cash Assistance cases , as reflected in the March 15, 2012 Stipulation; and

**WHEREAS** the March 15, 2012, Stipulation set forth a procedure to calculate the amount to which class members with open cases would be compensated in the form of retroactive Cash Assistance benefits but specifically left as unresolved the issue of whether and how any compensation for such lost Cash Assistance benefits would be made to class members with closed cases; and

**WHEREAS**, on March 15, 2012, Plaintiffs submitted a Second Motion for Partial Summary Judgment (ECF Doc. No. 164) concerning entitlement to retroactive Cash Assistance benefits for class members with closed cases; and

**WHEREAS**, in a Decision and Order dated September 19, 2012, the Court found that Plaintiffs' motion was premature because it sought an adjudication on damages prior to a determination of liability; and

**WHEREAS** the parties have conducted extensive, arms-length negotiations to resolve this closed case issue and desire now to enter into an agreement to also settle Plaintiffs' Second Motion for Partial Summary Judgment, without further proceedings and without any admission of fault or liability, as specified in this Stipulation and Order;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED BY  
AND BETWEEN THE UNDERSIGNED AS FOLLOWS:**

**DEFINITIONS**

1. "Closed Case Determination Date" means a date to be determined by the Defendant between fifteen (15) and forty-five (45) days prior to the "Open Case Payment Date," defined in paragraph 10, below, at which time Defendant will determine which class members are to be issued benefits as open cases and which are to be compensated as closed cases.

2. "Closed Case" means a Class Member who does not have an active Cash Assistance case on the "Closed Case Determination Date."
3. "Public Assistance Benefits" and/or "Cash Assistance Benefits" mean Family Assistance benefits authorized by 42 U.S.C. §§ 601 *et seq.*, 42 U.S.C. § 1320b-7 and 8 U.S.C. §§ 1611 *et seq.*, implemented in New York pursuant to N.Y. Soc. Serv. Law §§ 349 *et seq.*; and/or Safety Net Assistance benefits provided pursuant to N.Y. Soc. Serv. Law §§ 157 *et seq.*
4. "Food Stamps," "Supplemental Nutrition Assistance Program benefits," and "SNAP Benefits" mean: benefits provided pursuant to the Supplemental Nutrition Assistance Program authorized by 7 U.S.C. §§ 2011 *et seq.*, 42 U.S.C. § 1320b-7, and 8 U.S.C. §§ 1611 *et seq.* and implemented in New York by N.Y. Soc. Serv. Law §§ 95 and 147.
5. "Did Not Attend Hub Center Appointment For Recertification Group" means class members whose cases were closed under Welfare Management System ("WMS") codes G10, V20 or N17, because they did not attend an appointment for recertification at a WeCARE hub center.
6. "Did Not Attend Other Required Hub Center Appointment Group" means class members who were sent a notice scheduling them for an appointment at a WeCARE hub center for a reason other than recertification, specifically an appointment under one of the NYCWAY codes as set forth in Defendant's responses to Interrogatory #2 of Plaintiffs' Second Set of Interrogatories, referencing pages A4987-88 and A0490-91 (attached as Appendix A), and whose cases were closed because they did not attend that appointment.
7. "EBT" means an Electronic Benefits Transfer Card that is issued to a recipient of Cash Assistance or SNAP benefits.
8. "M3G Group" means class members who were sent an M3G notice scheduling them for an appointment at a WeCARE Hub Center for a reason other than recertification and whose cases were closed and where it can be established that the case closed because the class member failed to attend that appointment.
9. "Conciliation Group" means class members whose cases were closed or sanctioned for a reason other than not attending an appointment at a WeCARE hub center and who were notified that their opportunity to conciliate the alleged infraction would take place at a WeCARE hub center and for whom less than two outreach attempts were made to contact the client.
10. "Open Case Payment Date" means the date to be set by Defendant, no later than sixty (60) days after the Effective Date, at which time Defendant will issue retroactive Cash Assistance to all class members with open Cash Assistance cases who are eligible for Tier I or Tier II relief.
11. "Associated Persons" means class members who were assigned to a WeCARE hub center because their cases were associated with those of persons assigned to WeCARE on the basis of medical or mental health conditions.

12. "Non-Enrolled Persons" means class members who were assigned to a WeCARE hub center because they were considered candidates for enrollment in WeCARE, but who after subsequent evaluation, were not enrolled in WeCARE.
13. "PRIDE Group" means class members who were assigned to the PRIDE program at 109 East 16<sup>th</sup> Street prior to their designation for participation in WeCARE.
14. "Fair Hearing Group" means class members in either the "Did Not Attend Hub Center Appointment For Recertification Group," the "Did Not Attend Other Required Hub Center Appointment Group," the "M3G Group" or the "Conciliation Group" who challenged the case closing or sanction at issue by way of a fair hearing.
15. "Relief Period" means November 1, 2004 through January 31, 2007.
16. "Sanction Relief Period" means November 1, 2004 through January 31, 2007.
17. "Case Closing Relief Period" means November 1, 2004 through July 31, 2006.
18. "Negative Case Actions" means sanctions and case closings imposed against class members who fall within the categories defined in sub-paragraphs 5, 6, 8, 11, and 13, above, during the relevant relief period and while the class member was assigned to a WeCARE Hub or required to attend appointments at a WeCARE Hub.
19. "Tier I Relief" means payment of Cash Assistance benefits issued to redress the loss of such Cash Assistance benefits because of a Negative Case Action, which shall be calculated as follows:
  - a. For sanctions: Tier I Relief will equal (i) the amount of the pro rata reduction imposed due to a sanction based on the maximum grant for the household size as set forth in Appendix B, multiplied by (ii) the period for which the sanction was imposed on the class member during the sanction relief period.
  - b. For case closings: Tier I Relief will equal (i) the maximum grant for the household size at the time of the case closing as set forth in Appendix B, multiplied by (ii) the number of months the case was closed during the case closing relief period.
  - c. For multiple Negative Case Actions: class members shall be entitled to Tier I Relief for each Negative Case Action occurring during the relevant relief period but in no event shall the Tier I Relief for any month exceed the amount for the total monthly grant for the household size listed on Appendix B. Where more than one Negative Case Action affected a class member at the same time, the class member will receive the maximum payment amount for the household size without duplication.
20. "Tier II Relief" means payment of Cash Assistance benefits issued to redress the loss of such benefits because of a Negative Case Action, which shall be calculated by applying the formula for calculating Tier I Relief (as described in paragraph 19 above), and reducing the total amount of Tier I Relief by one-half (50%).

21. "Effective Date" shall mean the effective date of this settlement, which shall be the date on which it is so-ordered by the Court.

**CASH ASSISTANCE**

22. Eligibility for Tier I and Tier II relief shall be determined as follows:

- a. Class members in the Did Not Attend Hub Center Appointment For Recertification Group, the Did Not Attend Other Required Hub Center Appointment Group, the M3G Group, and the PRIDE Group who are not Non-Enrolled Persons, are eligible for Tier I Relief if they were otherwise eligible for Cash Assistance but for the failure to attend the appointment that led to a Negative Case Action.
- b. Class members in the Fair Hearing Group who are not Non-Enrolled Persons are eligible for Tier I Relief if they were otherwise eligible for Cash Assistance but for the failure to attend an appointment that led to a Negative Case Action, except that members of the Fair Hearing Group will not be issued Tier I Relief if the benefits they lost due to a Negative Case Action were fully restored as a result of a fair hearing.
- c. Class members in the Conciliation Group who are not Non-Enrolled Persons, are eligible for Tier I Relief if they were otherwise eligible for Cash Assistance but for the failure to attend an appointment that led to a Negative Case Action, except those class members in the Conciliation Group who appeared at the conciliation appointment and were not granted good cause at the appointment.
- d. Class members in the Associated Persons Group are eligible for Tier II Relief.

23. Tier I and Tier II Relief will be issued to class members with open or closed cases as provided in sub-paragraphs (a) through (d) below for Cash Assistance benefits lost due to Negative Case Actions during the relevant relief period. No class member will be issued Tier I or Tier II Relief if the benefits they lost due to a Negative Case Action were previously fully restored.

- a. Payment Amount: The amount of Tier I and Tier II Relief due to all class members, regardless of how issued or paid, will be calculated based on the eligibility criteria described in paragraphs 19, 20, and 22 above, with the exception that class members who are individuals who have been identified as having "closed" cases as of the Closed Case Determination Date will be compensated with a cash payment equal to one-half (50%) of the Tier I or Tier II Relief they would have otherwise obtained had their cases been open as of the Closed Case Determination Date.
- b. Payment to Open Cases: On the Open Case Payment Date Defendant will issue retroactive Cash Assistance to all class members with open Cash Assistance cases on the Closed Case Determination Date who are determined eligible for Tier I or Tier II Relief pursuant to paragraph 22 above.

- c. Payment to Closed Cases that are active for SNAP or Medicaid: Within thirty (30) days of the Open Case Payment Date, Defendant will issue cash payments according to the provisions of sub-paragraph 23(a), above, to the class members who: (1) are eligible for Tier I or Tier II Relief but who did not receive such relief because their Cash Assistance cases were not open as of the Closed Case Determination Date, but (2) are current recipients of Medicaid and/or SNAP benefits from Defendant.
- d. Payment to Closed Cases that are Inactive for SNAP or Medicaid: With respect to class members who had a closed Cash Assistance case as of the Closed Case Determination Date but were not paid pursuant to sub-paragraph 23(c):
- (i) Outreach: Defendant will mail each such class member an outreach notice to his or her last known mailing address in the New York State Welfare Management System (WMS) requesting that he or she sign and return an enclosed form with the class member's current mailing address. Such outreach notice shall indicate only the gross amounts of benefits due and be sent on a schedule of mailing 25% of the total number of outreach letters every month beginning four months after the Effective Date. Class Members will have sixty (60) days from the date of the mailing of the letter to return the form.
  - (ii) Responder List, and Payment: Beginning thirty (30) days after mailing the first set of outreach notices, Defendant shall produce to class counsel a Responder List with the identifying information (including updated addresses) of all class members who have been mailed an outreach notice and class members who have responded to outreach notices within twenty-five (25) days of the mailing, and all class members for whom the outreach letter was returned as undeliverable or wrong address. Every thirty (30) days, thereafter until all payments to closed cases have been made, defendant will produce a cumulative list showing responses and returned mail. The cumulative lists will be current as of five days before the production date of the list. Within ninety (90) days of each Responder List, defendant will issue payment to each class member added to the list who timely responded to the outreach mailing.
- e. Class counsel shall be notified within ten (10) days of the completion of the payments required by subparagraphs 23(b), (c), and (d), above.
- f. At the Closed Case Determination Date Defendant will determine the household with which the class member was associated at the time Cash Assistance benefits were lost due to Negative Case Actions ("original household") and will issue retroactive payments as follows:



- (i) If the original household's Cash Assistance case is in active status, the retroactive payment will be issued to the head of household of the original household pursuant to the provisions of paragraphs 23(a) and (b) above;
- (ii) If the head of household of the original household is the head of household on an active Cash Assistance case with a different case number, the retroactive payment will be issued to the head of household on the new case pursuant to the provisions of paragraphs 23(a) and (b) above
- (iii) If the original household's case is closed and the class member is on another active Cash Assistance case, the head of that household will be issued the retroactive payment pursuant to the provisions of paragraphs 23(a) and (b) above
- (iv) If (a) the class member's original household's case is closed or the original head of household is no longer on the original household's case; (b) the head of household of the original household is not the head of household of an active Cash Assistance case with a different number; and (c) the class member is not associated with any other active Cash Assistance case, then the Closed-Case retroactive payment will issue pursuant to the provisions of paragraph 23(a), (c), and (d), above..

#### **RETROACTIVE SNAP BENEFITS**

- 24. Unless and until the United States Department of Agriculture (USDA) approves the terms of this section of the Stipulation pertaining to retroactive SNAP benefits, which approval the Defendant shall promptly seek through the appropriate State agency, Defendant shall not be obligated to, nor shall it, perform the restoration of SNAP benefits described in paragraphs 27 and 28, below.
- 25. Subject to approval by the USDA, retroactive SNAP benefits shall be provided only to class members who lost SNAP benefits due to Negative Case Actions that have not previously been restored.
- 26. In the event such approval by the USDA as described in paragraphs 24 and 25 is not obtained within 120 days of the Effective Date, the Plaintiffs shall have the right to restore this matter to the calendar for the limited purpose of seeking a judgment with respect to the loss of SNAP benefits associated with Negative Case Actions.
- 27. The amount of retroactive SNAP benefits due to the class members who lost SNAP benefits due to a case closing shall be calculated by multiplying: (i) the average monthly SNAP allotment by household size in New York City for July 2006, by (ii) the number of months of lost SNAP benefits attributed to the Negative Case Action. For closed cases, the number of months of lost SNAP benefits attributed to the Negative Case Action ends no later than July 31, 2006. For class members who lost SNAP benefits due to a sanction, the amount of retroactive SNAP benefits shall be calculated by multiplying

the pro rata share of the sanctioned household member by the number of months under sanction. For class members who lost SNAP benefits as a result of a sanction, the restoration of benefits ends no later than January 31, 2007. The average monthly SNAP allotments by household size in New York City for July 2006 are set forth in Appendix C , annexed hereto.

28. Within sixty (60) days of approval by USDA of the terms of this Stipulation, but no earlier than thirty (30) days after the Effective Date, class members entitled to retroactive SNAP benefits shall have access to such benefits in their EBT accounts. Defendant shall send class members entitled to retroactive SNAP benefits a letter notifying them that they may access such benefits using their existing EBT card and PIN; the letter will also indicate that class members who no longer have EBT cards may contact HRA for instructions on how to obtain a new EBT card.

#### **REIMBURSEMENT FOR MEDICAID-COVERED EXPENSES**

29. For each class member entitled to Tier I and Tier II Relief whose Cash Assistance case closed with a WMS closing code that does not require a separate determination of Medicaid eligibility, Defendant will send an outreach letter to be agreed on by the parties, telling the class member that if he or she incurred any Medicaid-covered expenses during the period covered by the Class Member's retroactive Cash Assistance payment, he or she should submit proof of such expenses to the Medicaid Reimbursement Unit within ninety (90) days of receipt of the outreach letter; provided, however, that no outreach letter will be sent to any class member found to have had Medicaid during the period covered by the retroactive Cash Assistance payment, or to any class member whose eligibility for Medicaid was assessed during the period covered by the retroactive Cash Assistance payment and who was found ineligible. If the Medicaid Reimbursement Unit finds that the claims are for Medicaid-covered services, the Medicaid Reimbursement Unit will either pay the provider or reimburse the class member at the Medicaid rate in effect at the time the expense was incurred.

#### **PRE-ISSUANCE ACCURACY ASSURANCES**

30. Beginning no later than thirty (30) days after the signing of this Stipulation, and to be completed no later than sixty (60) days after the signing of this Stipulation, Defendant shall provide Plaintiffs' counsel on a rolling basis, with case information extracted from HRA's Enterprise Data Warehouse (EDW) for twenty-five (25) representative cases to be agreed upon by the parties. The information to be provided for each case shall include: the name of the class member; the case number(s) at the time of the Negative Case Action and any different case number at the time the information is furnished; the household size at the time of the Negative Case Action; the type of Negative Case Action ( i.e., whether it is a Cash Assistance sanction, a Cash Assistance closing unrelated to a sanction; a SNAP sanction, or a SNAP case closing); the date the Negative Case

Action was implemented; the duration of lost benefits that are being included in the retroactive benefit payment; and, for Cash Assistance payments, whether the individual is considered an Associated Person pursuant to the provisions of paragraphs 11 and 22(d); and the monthly and total amounts of any retroactive benefit calculation, without regard to whether a discount will ultimately be applied to any Cash Assistance payment if the case is considered a closed case pursuant to the provisions of paragraphs 2 and 23(c) and (d). Defendant shall also indicate for each case whether the Class Member is a current recipient of Cash Assistance, SNAP or Medicaid, with the understanding that such status may change prior to the "Closed Case Determination Date." Class Counsel shall have reasonable access upon reasonable notice to relevant case information pertaining to Negative Case Actions and retroactive payment calculations to evaluate the accuracy of the processes Defendant is using to calculate retroactive payments, to the extent that such case information exists independent of EDW.

#### **CASE DETERMINATION INFORMATION AND APPEALS PROCESS**

31. No more than ten (10) days after the Closed Case Determination Date, HRA will provide to Class Counsel a Case Determination Information spreadsheet that provides: the name of the class member; the name of the payee; the address of the payee; the case number(s) (including, where appropriate, the case number of the class member at the time of the Negative Case Action and any different case number at the time of payment); an indication of which class members are being provided outreach notices pursuant to paragraph 23(d); the household size at the time of the Negative Case Action; the date the Negative Case Action was implemented; the type of Negative Case Action (*i.e.*, whether it is a sanction, a Cash Assistance closing unrelated to a sanction; a SNAP sanction, or a SNAP case closing); the monthly amount of benefits to be issued; the duration of lost benefits; the total amount of benefits to be issued; whether a case is being treated as open or closed as of the Closed Case Determination Date; and if the individual is considered an Associated Person pursuant to the provisions of paragraphs 11 and 22(d).
32. Notices accompanying retroactive payments will contain the name of the class member; the case number(s) at the time of the Negative Case Action and any different case number at the time the information is furnished; the household size at the time of the Negative Case Action; the type of Negative Case Action (*i.e.*, whether it is a Cash Assistance sanction, a Cash Assistance closing unrelated to a sanction; a SNAP sanction, or a SNAP case closing); the date the Negative Case Action was implemented; the duration of lost benefits that are being included in the retroactive benefit payment; and, for Cash Assistance payments, whether the individual is considered an Associated Person pursuant to the provisions of paragraphs 11 and 22(d); and the monthly and total amounts of any retroactive benefit calculation; and whether any Cash Assistance payment is being treated as a closed case pursuant to the provisions of paragraphs 2 and 23(c) and (d) and inform class members that, if they wish additional information about the settlement or an explanation of the calculations underlying their benefit payments, they should contact Class Counsel, at a number set forth in the notices. Defendant will provide Plaintiffs' counsel with a draft notice within thirty (30) days of the date the parties sign

the Stipulation. Plaintiffs will have an opportunity to comment and will return such comments no later than ten (10) days after receiving the draft notice.

33. Class Counsel shall have reasonable access, upon reasonable notice, to relevant information in Class Members' individual case files to investigate any questions raised by a Class Member as to the Defendants' compliance with the terms of this Stipulation.
34. If, and only if, Class Counsel determine that any Class Member's concerns about the benefit payment are based upon a possible error in the benefit calculation (and not upon a more general dissatisfaction or disagreement with the negotiated terms of this Stipulation), Class Counsel shall apprise Defendant's counsel, in writing, of the possible error. Defendants will have ten (10) business days to provide Class Counsel with an explanation of the calculation; and the parties will have an additional sixty (60) days to attempt to resolve any remaining questions or concerns about the benefit calculation.
35. In the event that Class Counsel and Defendant's counsel cannot resolve the issue, Class Counsel, within fifteen (15) days after notifying Defendant's counsel, in writing, of their intention to do so, may raise the issue with the Court for appropriate resolution.

#### **INJUNCTIVE RELIEF - EXPUNGMENT OF EMPLOYMENT RELATED SANCTIONS**

36. Within thirty (30) days of the Effective Date, Defendants shall reduce the number of completed sanctions in each class member's Client Infraction History by one for each sanction that is a Negative Case Action as defined in paragraph 18 above.

#### **RELEASE AND WITHDRAWAL OF CLAIMS**

37. As of the Effective Date, the claims and requests for relief by the plaintiffs, on their own behalf and on behalf of the Class, that are set forth in the following paragraphs in the Amended Complaint, are dismissed with prejudice: ¶¶ 206(A)-(B); 206E; 208; 214(A), (B), and (E); 216; 218(A)-(B); 219(A)-(B); 222; 225; 227; 228(B), (C), and (F); 234(a)-(b); and 236; subject to the provisions of paragraph 26, above, with respect to Plaintiffs' right, in the event of a failure of USDA to approve the settlement provisions, to pursue claims for lost SNAP benefits associated with Negative Case Actions.

#### **ATTORNEYS' FEES**

38. Plaintiffs reserve the right to apply to the Court to recover costs and fees within forty-five (45) days of the Effective Date of this Stipulation and Defendant reserves the right to oppose such an application.

#### **ADDITIONAL PROVISIONS**

Nothing contained herein shall be deemed to be an admission by Defendant of any of Plaintiffs' allegations, nor an admission by Defendant that it has in any manner or way

violated Plaintiffs' rights, nor a concession by Defendant as to any of the legal positions set forth in Plaintiffs' First and Second Motions for Partial Summary Judgment.

- 40. Nothing contained herein shall be deemed to constitute evidence of a policy or practice of HRA or the City of New York.
- 41. A facsimile copy of this Stipulation shall be deemed an original for all purposes.

DATED: August 7, 2014  
New York, New York

The Legal Aid Society  
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SO ORDERED, this 31<sup>st</sup> day of October, 2014

K B. Forrest  
Judge Katherine B. Forrest

Held in escrow to 11/24/14. If no objections received by that date, this Agreement becomes fully effective on that date.

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