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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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KELVIN BLATCII, *et al.*,

Plaintiffs.

97 Civ. 3918 (LTS)(RBP)

-against-

SECOND AMENDMENT  
TO STIPULATION AND  
ORDER OF SETTLEMENT

TINO HERNANDEZ, *et al.*,

Defendants.  
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WHEREAS, the Stipulation and Order of Settlement (the "Stipulation"), accepted by this Court on October 10, 2008, as amended by the Amendment to Stipulation and Order of Settlement (the "Amendment"), So-Ordered by this Court on October 26, 2012, permanently enjoined the New York City Housing Authority (the "Housing Authority") from proceeding with a termination of tenancy proceeding or a remaining family member grievance hearing with a resident who is mentally incompetent (as defined in the Stipulation) unless represented by a guardian ad litem and in eviction cases in Housing Court, to advise the court of any information that the Housing Authority may have indicating that the tenant may be mentally incompetent;

WHEREAS, the Housing Authority established certain procedures (the "Procedures") governing termination of tenancy and housing court proceedings in which the tenant is or may be mentally incompetent:

WHEREAS, the Stipulation, as amended, required the Housing Authority to provide plaintiffs' counsel with copies of certain documents issued pursuant to the Procedures, including Special Court Notices (as defined in the Stipulation) copies of mental health evaluation reports and copies of all notices of appointments of guardians ad litem.

WHEREAS, in February, 2015, plaintiffs' counsel alleged deficiencies in the Housing Authority's compliance with its obligation under the Stipulation to issue the requisite Special Court Notices in eviction cases in Housing Court;

WHEREAS, in May, 2016, the Housing Authority made several changes to its Procedures as they relate to informing the Housing Court of tenants who may lack mental competence when a tenant is subject to a non-payment of rent proceeding or holdover proceeding, including linking the printing of the Petition, Notice of Petition and Special Court Notices;

WHEREAS, the parties wish to resolve this dispute amicably;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the plaintiffs and the Housing Authority (this "Agreement")

1. Except as modified by this Agreement, each paragraph of the Stipulation, along with the rights, duties and obligations created thereunder, shall remain in full force and effect, as provided therein.

2. Paragraph 1 of the Stipulation, as it relates to the Procedures established by the Housing Authority, is hereby modified to reflect the Housing Authority's issuance of GM 3779 (concerning the automation of Special Court Notices in Holdover proceedings), issued by the Housing Authority on March 12, 2013 and attached hereto as Exhibit A-1.

3. Paragraph 8 of the Stipulation is hereby modified as follows: the Housing Authority will provide to plaintiffs' counsel on a monthly basis (1) the Special Court Notices issued during the prior month, and (2) a report showing active non-payment and holdover cases in which a Special Court Notice has been issued and an I.&I Index Number entered in

NYCHA's Rent Collection System.

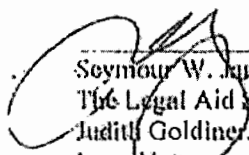
4. The parties agree that the Stipulation Period is hereby extended and will now expire on the date that is eighteen (18) months from the date this Agreement is fully executed by the parties.

5. The Housing Authority shall pay plaintiffs' counsel the sum of Ten Thousand Dollars (\$10,000) in attorneys' fees, costs and disbursements arising from monitoring compliance with the Stipulation from October 26, 2012 to the date of this Agreement. Payment shall be made by check payable to "The Legal Aid Society", or by electronic transfer to an account number provided by plaintiffs' counsel. This payment shall be made within sixty (60) days of the Court's so-ordering of this Agreement.

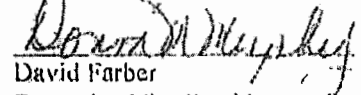
6. In consideration of the payment of this payment, the plaintiffs individually and on behalf of each member of the class, and on behalf of the respective heirs, executors, administrators, personal representatives, successors and assigns of each of themselves and each of the members of the class hereby, jointly and severally release and forever discharge the New York City Housing Authority, including without limitation its past and present officials, employees, departments, agencies, representatives, directors and agents, their successors and assigns and their respective heirs, executors, administrators, personal representatives, and transferees and each of them from any and all claims for attorneys' fees, costs and disbursements arising from or in connection with the above-captioned action from October 26, 2012, the date that the Amendment was "so-ordered" by the Court, through the date this Agreement is "so-ordered" by the Court and to the extent set forth in paragraph 7 below, and this Agreement shall be deemed a release to that effect.

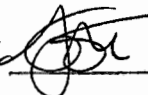
7 This Agreement resolves all claims for attorneys' fees, costs and disbursements accruing from October 26, 2012, the date the Court so-ordered the Amendment to the date this Agreement is "so-ordered" by the Court (including the process of coming to agreement and obtaining approval for this Agreement).

Dated: 9.23.16

  
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Dated: Sept 19, 2016

  
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So Ordered:  10/13/16

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