

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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M.K.B. O.P., L.W., M.A. MARIEME DIONGUE, M.E.
P.E., ANNA FEDOSENKO, A.I., L.A.M., L.M., DENISE
THOMAS, and J.Z., on their own behalf, and on behalf of
their minor children and all others similarly situated,

Plaintiffs,

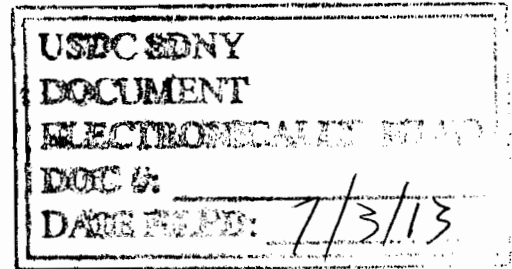
-against-

VERNA EGGLESTON, as Commissioner of the New York
City Human Resources Administration; ROBERT DOAR,
as Commissioner of the New York State Office of
Temporary and Disability Assistance; and ANTONIA C.
NOVELLO, as Commissioner of the New York State
Department of Health

Defendants.
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05 Civ 10446 (JSR)

**STIPULATION AND
ORDER**



STIPULATION AND ORDER EXTENDING TERM

OF PRIOR STIPULATION OF SETTLEMENT

WHEREAS, plaintiffs commenced this lawsuit on behalf of themselves and others similarly situated, by complaint filed December 13, 2005, against Verna Eggleston, as Commissioner of the New York City Human Resources Administration ("HRA") (the "City defendant"), Robert Doar, as Commissioner of the New York State Office of Temporary and Disability Assistance ("OTDA") and Antonia C. Novello, as Commissioner of the New York State Department of Health ("SDOH") (collectively "State defendants"); and

WHEREAS, plaintiffs and defendants entered into a Stipulation and Order of Settlement (the "Settlement") for the purpose of settling the disputes between them and to avoid further litigation, and without admitting any fault or liability; and

WHEREAS, the Court determined that the Stipulation of Settlement was fair, reasonable, and adequate by order filed on June 6, 2007; and

WHEREAS, Judgment based on the provisions set forth in the Settlement was entered on July 16, 2007; and

WHEREAS, by its original terms, the Settlement was set to expire on August 15, 2011 absent an extension; and

WHEREAS, plaintiffs filed a motion on June 23, 2011, pursuant to paragraphs 68 and 69 of the Settlement, seeking an order extending the terms of the Settlement against the City defendant and State defendants for an additional period or periods of time to be determined by the Court; and

WHEREAS, the City defendant and plaintiffs agreed to inter alia, extend the term of the Settlement until February 15, 2013 pursuant to a Stipulation and Order (the "First City Stipulation") so ordered by the Court on July 28, 2011; and

WHEREAS, the Court ordered the Settlement extended against the State defendants on September 30, 2011; and

WHEREAS, the plaintiffs, City defendant and State defendants agreed to extend the term of the Settlement until August 15, 2013 pursuant to a Stipulation and Order (the "Second Extension Stipulation") so ordered by the Court on January 3, 2013; and

WHEREAS, plaintiffs, City defendant and State defendants are entering into the within Stipulation solely for the purpose of further extending the term of the Settlement without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the undersigned attorneys for the plaintiffs and defendants:

1. The term of the Settlement is hereby extended to August 15, 2014.

2. All terms of the Settlement and the First City Stipulation remain in full force and effect until August 15, 2014, except that City and State defendants will provide the monitoring described in paragraphs 54 through 63 of the Settlement for two additional cycles, for the period February 16, 2013 - August 15, 2013 ("6B") and August 16, 2013 through February 15, 2014 ("7A"), with the monitoring report for cycle 7A due by May 15, 2014.

3. Plaintiffs' right to seek fees for any work done during the period August 16, 2013 through August 15, 2014 payable by the State defendants is limited to reasonable fees totaling no more than \$50,000. Plaintiffs' counsel agrees that they will confer with counsel for the State defendants regarding their fees, and that they will provide all necessary documentation to counsel for the State defendants, including but not limited to plaintiffs' counsel's billing records. Payment by State defendants pursuant to this paragraph is subject to the approval of all appropriate New York State officials, in accordance with New York Public Officers Law § 17. In the event such approval is denied, counsel for State defendants shall notify plaintiffs' counsel within five business days of the disapproval. In the event of such disapproval, plaintiffs shall have ninety days from such notice within which to make a motion seeking reasonable attorneys' fees, costs, and disbursements from the State defendants. In the event plaintiffs make such a motion, the limitation, or cap, on fees described herein shall no longer apply.

4. Plaintiffs' right to seek fees for any work done during the period August 16, 2013 through August 15, 2014 payable by the City defendant is limited to reasonable fees totaling no more than \$100,000.00. Plaintiffs' counsel agrees that they will confer with counsel for the City defendant regarding their fees, and that they will provide all necessary documentation to counsel for the City defendant, including but not limited to plaintiffs' counsel's

billing records. Payment of any fees by the City defendant is subject to the approval of all appropriate New York City officials. In the event such approval is denied, counsel for the City defendant shall notify plaintiffs' counsel within five business days of the disapproval. In the event of such disapproval, plaintiffs shall have ninety days from such notice within which to make a motion seeking reasonable attorneys' fees, costs, and disbursements from the City defendant. In the event plaintiffs make such a motion, the limitation, or cap, on fees described herein shall no longer apply.

5. Nothing contained in this Stipulation extending the term of the Settlement shall be deemed to be, or be used as evidence of, in this or any other proceeding, an admission by the City or State defendants of systemic non-compliance with the terms of the Settlement, non-compliance with the First City Stipulation, or an admission of any liability or wrongdoing.

6. This Stipulation may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the undersigned, counsel for the City defendant, the State defendants, and plaintiffs, have executed this stipulation on June 27, 2013

Dated: New York, New York
June 27, 2013

MICHAEL A. CARDOZO
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6. This Stipulation may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the undersigned, counsel for the City defendant, the State defendants, and plaintiffs, have executed this stipulation on June 27, 2013

Dated: New York, New York
June 27, 2013

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THE LEGAL AID SOCIETY
Steven Banks, Attorney-in-Chief

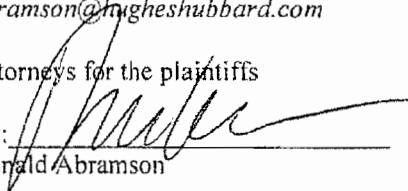
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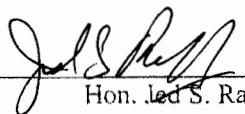
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Attorneys for the plaintiffs

By: 

Ronald Abramson

So ordered:



Hon. J. S. Rakoff

Dated:
New York, New York

6/29 2013