

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
JUN 10 2004
X
TIME 4 M.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

MICHAEL SPINNER, et al., individually and on behalf of
a class of all others similarly situated,

Plaintiffs,

-against-

THE CITY OF NEW YORK, et al.,

Defendants.

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

CV 01 2715
(CPS)(CLP)

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MOHAMMED HABROUT, individually and on behalf of
a class of all others similarly situated,

Plaintiffs,

-against-

THE CITY OF NEW YORK, et al.,

Defendants.

CV 02 1039
(CPS)(CLP)

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TODD KNOPKE, et al., individually and on behalf of a
class of all others similarly situated,

Plaintiffs,

-against-

THE CITY OF NEW YORK, et al.,

Defendants.

CV 01 8264
(CPS)(CLP)

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ANTHONY MICCIULLI, et al., individually and on behalf
of a class of all others similarly situated,

Plaintiffs,

-against-

THE CITY OF NEW YORK, et al.,

Defendants.

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

CV 02 2899
(CPS)(CLP)

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WHEREAS, plaintiffs commenced these actions by filing complaints on or about February 17, 2001 (Habrout), May 2, 2001 (Spinner), December 11, 2001 (Knopke), and May 14, 2002 (Micciulli), alleging that defendants violated plaintiffs' civil and state common law rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs' allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced actions are hereby dismissed as against all defendants, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiffs the total sum of *654,750.00, consisting of a total of \$251,750.00 broken down as follows:

\$ 21,500.00 for plaintiff Barbara Adams;

\$ 21,500.00 for plaintiff Paul Brumaire;

\$ 21,500.00 for plaintiff Alexasandra Jargilo;

\$ 21,500.00 for plaintiff William Mauro;

\$ 31,500.00 for plaintiff Cornelius Philips;

\$ 16,000.00 for plaintiff Marcel Sarfati;

\$ 21,500.00 for plaintiff Guytho Vernet;

\$ 7,000.00 for plaintiff Kewal Chhatwal;

\$ 12,000.00 for plaintiff Mohammed Habrout;

\$ 18,000.00 for plaintiff Francis Becht;

\$ 12,000.00 for plaintiff Michael Spinner;

\$ 12,000.00 for plaintiff Frank Canterino;

\$ 16,000.00 for plaintiff Yvonne James;

\$ 16,000.00 for plaintiff Mark Kennish;

\$ 16,000.00 for plaintiff Todd Knopke;

\$ 16,000.00 for plaintiff Angie Melecio;

\$ 12,000.00 for plaintiff Anthony Micciulli;

\$ 12,000.00 for plaintiff Troy Stephen;

\$ 12,000.00 for plaintiff Eric Thompson;

\$ 13,000.00 for plaintiff Federico Tenorio; and

\$ 223,000.00 in attorney fees and expenses incurred on behalf of the foregoing plaintiffs, in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiffs agree to dismissal of all the claims against

the City of New York and the individually named defendants and to release all defendants, any present or former employees or agents of the City of New York or the New York City Police Department, and the City of New York from any and all liability, claims, or rights of action which were or could have been alleged by the plaintiffs in the above captioned matters arising out of the event alleged in the complaints of these actions, including claims for costs, expenses, and attorney fees.

3. Other than as set forth in paragraph "2" above, neither plaintiffs alone nor any party in privity with any of them, nor counsel shall have any recovery for any damages, injury, equitable or other relief, or fees or costs in connection herewith.

4. It is expressly understood and agreed by plaintiffs and the City of New York that the settlement sum in paragraph "2" above is inclusive of any and all claims for any fees arising from the legal work performed by Cardinale Hueston and Marinelli, and Robert Isseks Esq., in connection with the above captioned matters including, but not limited to, any work performed on Monell-related issues, conditions claims, strip search claims, class certification, discovery and/or the disqualification motion. Cardinale Hueston and Marinelli, and Robert Isseks Esq., shall not seek to recover fees or expenses incurred or arising out of the above captioned actions in any other or subsequent actions.

5. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above, and an Affidavit of No Liens, all executed as appropriate for each plaintiff.

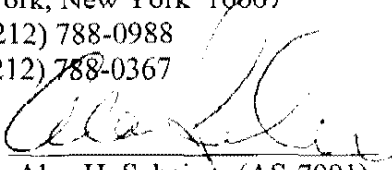
6. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way performed the acts or omissions alleged in the

complaints herein or that the defendants violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except for the purposes of enforcing this agreement.


7. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York, the New York City Police Department, the New York City Department of Correction, or the remaining or any potential City Defendants.

8. This Stipulation and Order 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 and Order regarding the subject matter of the instant proceedings shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

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Dated: New York, New York
June 4, 2004

SO ORDERED:


~~CHARLES F. SIFTON~~
U.S.D.J. ✓ *CHERYL L. POLLAK*
U.S. M.J.