



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LAKISHA REYNOLDS, *et al.*,

Plaintiffs,

- against -

RUDOLPH GIULIANI, *et al.*,

Defendants.

**STIPULATION AND
ORDER**

98 Civ. 8877 (WHP)

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WHEREAS, plaintiffs Lakisha Reynolds, Georgina Bonilla, April Smiley, Lue Garlick, Adriana Calabrese, Jenny Cuevas, and Elston Richards (the "Plaintiffs") commenced this action against defendants Rudolph Giuliani and Jason Turner (the "City Defendants"), and Brian J. Wing and Barbara DeBuono (the "State Defendants") by the filing of a summons and complaint seeking declaratory and injunctive relief on behalf of a proposed plaintiff class; and

WHEREAS, the District Court (per the Honorable William H. Pauley III, USDJ) certified a plaintiff class ("Plaintiff Class"); and

WHEREAS, the Plaintiff Class is represented by the Welfare Law Center, the Legal Aid Society, the New York Legal Assistance Group, Inc., and the Northern Manhattan Improvement Corporation (the Plaintiffs' Counsel); and

WHEREAS, on February 14, 2005, the Court issued an Amended Memorandum and Opinion finding, *inter alia*, the City and State Defendants liable to the Plaintiff Class for violations of State and federal law, as set forth therein; and

WHEREAS, by a Judgment dated December 14, 2005, the Court awarded the Plaintiff Class declaratory and injunctive relief as set forth therein, and determined that the

Class was entitled to reasonable fees and costs, pursuant to 42 U.S.C. § 1988; and

WHEREAS, the Plaintiff Class, by Notice of Motion, seeks an award of fees and costs in this action for the period through December 14, 2005, pursuant to the provisions of 42 U.S.C. § 1988 and as authorized by the Court in the Judgment; and

WHEREAS, the State Defendants have appealed from the Judgment; and

WHEREAS, the parties now seek, to the extent possible in the circumstances, to resolve the issues of attorneys' fees without further litigation of the fee application and on terms just and fair to all parties;

IT IS HEREBY STIPULATED, AGREED, AND ORDERED as follows:

AS TO THE CITY DEFENDANTS:

1. The City of New York shall pay the Plaintiff Class, and the Plaintiff Class shall agree to accept, two million, five hundred and fifty-nine thousand, six hundred seventy-five dollars and ninety-four cents (\$2,559,675.94) ("City Fee Payment"), in full satisfaction of all claims for attorneys' fees and costs sought by the Plaintiff Class as against the City Defendants for the period through December 14, 2005.

2. Payment of the City Fee Payment shall be made by checks, issued in the amounts that follow, made payable to the following entities, and at the addresses shown:

<u>Organization</u>	<u>Amount</u>	<u>Address</u>
New York Legal Assistance Group	\$ 688,775.72	Yisroel Schulman, 450 West 33 rd St., 11 th Floor, New York, NY 10001
Northern Manhattan Improvement Corp.	\$ 265,557.16	76 Wadsworth Avenue, New York, NY 10033
Legal Aid Society	\$ 922,937.84	Scott A. Rosenberg, The Legal Aid Society 199 Water Street, 3d Floor, New York, NY 10038

Welfare Law Center \$ 682,405.22 275 Seventh Ave., Suite 1506, New York, NY
10001

The City Defendants will deliver the City Fee Payment within sixty days of the date this Stipulation is "so ordered" by the Court.

3. In consideration of the payment of the City Fee Payment, the Plaintiff Class agrees to the dismissal of that portion of its motion for attorneys' fees and costs that is asserted against the City Defendants in this action, and to release all City Defendants, any present or former employees or agents of the City of New York, and the City of New York from any and all claims for fees and costs arising in connection with the above-captioned action from its inception through December 14, 2005, and this Stipulation shall be deemed a release to that effect.

AS TO THE STATE DEFENDANTS:

4. The State of New York shall pay the Plaintiff Class, and the Plaintiff Class shall agree to accept, six hundred and thirty-nine thousand, nine-hundred and eighteen dollars and ninety-eight cents (\$639,918.98) ("State Fee Payment"), in full satisfaction of all claims for attorneys' fees and costs sought by the Plaintiff Class as against the State Defendants for the period through December 14, 2005.

5. Payment of the State Fee Payment by the State Defendants is subject to the approval of all appropriate New York State officials in accordance with the provisions for indemnification under New York Public Officers Law § 17, subdivision 3(a). In the event such approval is denied, counsel for the State Defendants shall so notify the Plaintiffs' counsel within five (5) days of the disapproval. In the event of such disapproval, plaintiffs shall have 90 days from such notice within which to make a motion seeking from the State defendants fees, costs,

litigation expenses and disbursements.

6. Plaintiffs shall promptly execute and deliver to the State defendants' attorneys the documents reasonably necessary to effect the State Fee Payment, which includes any requisite payment vouchers.

7. Payment of the Fee Amount shall be made by checks, issued in the amounts that follow, made payable to the following entities, and at the addresses shown:

<u>Organization</u>	<u>Amount</u>	<u>Address</u>
New York Legal Assistance Group	\$ 179,450.53	Att: Yisroel Schulman, 450 West 33 rd St., 11 th Floor, New York, NY 10001
Northern Manhattan Improvement Corp.	\$ 66,373.91	76 Wadsworth Avenue, New York, NY 10033
Legal Aid Society	\$ 216,261.53	Scott A. Rosenberg, The Legal Aid Society 199 Water Street, 3d Floor, New York, NY 10038
Welfare Law Center	\$ 177,833.01	275 Seventh Ave., Suite 1506, New York, NY 10001

8. The State defendants' time to pay the amount set forth in paragraph "4" herein shall be tolled until the issuance of an order from the Second Circuit deciding State defendants' appeal of the Final Judgment entered in this action. Following that decision and any order thereon, the State defendant shall have thirty ("30") days to move this Court for an order modifying or vacating their obligation to pay pursuant to this Agreement. Any such motion shall be limited solely to the question of whether plaintiffs' status as prevailing parties has been altered by the decision of the Second Circuit Court of Appeals. Plaintiffs reserve and shall have the right to oppose any such motion.

9. If the State Defendants do not make a motion pursuant to ¶ 8, then the State Defendants will deliver the Fee Payment within ninety days of the date of entry of the

Court of Appeals' decision, with post-judgment interest accruing as of the date this Stipulation is so-ordered. If the State defendants make a motion pursuant to ¶ 8, and the Court affirms or modifies the amount of the State Fee Payment, then the State Defendants will deliver the State Fee Payment as affirmed or modified by the Court's order within ninety days of the date of entry of the district court's decision on the motion, with post-judgment interest accruing as of the date this Stipulation is so-ordered.

10. In consideration of the payment of the Fec Payment, the Plaintiff Class agrees to the dismissal of that portion of its motion for attorneys' fees and costs that is asserted against the State Defendants in this action, and to release all the State Defendants, any present or former employees or agents of the State of New York, and the State of New York from any and all claims for fees and costs arising in connection with the above-captioned action from its inception through December 14, 2005, and this Stipulation shall be deemed a release to that effect.

AS TO ALL PARTIES:

11. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations outside of the above-captioned actions.

12. 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 this agreement shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

13. Facsimile signatures are acceptable for execution and filing of this Stipulation.

DATED: NEW YORK, NEW YORK
January , 2007

THE WELFARE LAW CENTER, INC.
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Attorneys for Plaintiffs
275 Seventh Avenue, Suite 1205
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(212) 633-6967

By: 

MARC COHAN (MC)

DATED: January 30 , 2007
New York, New York

ANDREW M. CUOMO
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By: 

JAMES M. HERSHLER (JH 9730)
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DATED: January 29 , 2007
New York, New York

MICHAEL CARDOZO
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Attorney for City Defendants
100 Church Street
New York, New York 10007
(212) 788-0933

By: 

JONATHAN PINES (JP3022)
Assistant Corporation Counsel

SO ORDERED:

DATED: New York, New York
January 31 , 2007


WILLIAM H. PAULEY III
U.S.D.J.