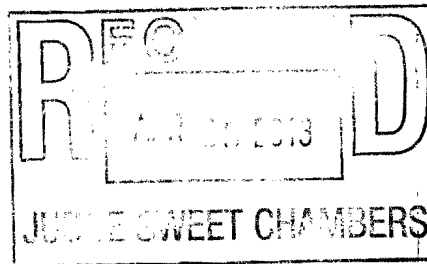


UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



-----X  
GERTRUDE WILLISTON; and TAWANA,  
LATOYA, and TANDIKA CUMMINS, by  
parent, PAULETTE CUMMINS, on their

own behalf and on behalf of all others  
similarly situated,

Plaintiffs,

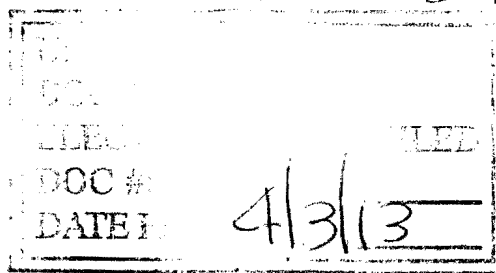
-against-

VERNA EGGLESTON, as Commissioner of  
the New York City Department of Social  
Services, and ROBERT DOAR, as Commissioner  
of the New York State Office of Temporary and  
Disability Assistance,

Defendants.  
-----X

STIPULATION  
AND  
ORDER OF  
SETTLEMENT  
CONCERNING  
ATTORNEYS'  
FEES

04cv.4454(RWS)



WHEREAS, on February 27, 2008, the Court certified the plaintiff class ("Plaintiff Class") and appointed plaintiffs' counsel as class counsel; and

WHEREAS, on April 17, 2008, the Court granted the parties' motions to adopt the settlement of this class action and so ordered the parties' Stipulation and Order of Settlement ("Settlement"); and

WHEREAS, on May 8, 2012, the Court so ordered the Amended Stipulation and Order of Settlement ("Amended Settlement"), which modified the Settlement entered into by the parties ;  
and

WHEREAS, the Amended Settlement provides that within 90 days of the entry of the Settlement, plaintiffs' counsel may submit a request for attorneys' fees and costs to the Court; and

WHEREAS, by stipulations between the parties and by orders of the Court, the time within which plaintiffs' motion for fees and costs has been extended to permit the parties to negotiate a settlement of the fees and costs; and

WHEREAS, plaintiffs and City and State defendants now seek to resolve the issue of attorneys' fees, costs and disbursements pursuant to the provisions of 42 U.S.C. §1988; for the period from the commencement of this action through the Court's so-order of the Stipulation and Order of Settlement on May 8, 2012, without further proceedings on terms and conditions just and fair to all parties;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between plaintiffs and defendants, as represented below, as follows:

1. City Defendant agrees to pay the total sum of fifty-two thousand dollars and no cents (\$52,000.00) to the below designated plaintiffs' counsel; and State Defendant agrees to pay the total sum of thirteen thousand dollars and no cents (\$13,000.00) to the below designated plaintiffs' counsel, for a total of sixty-five thousand dollars and no cents (\$65,000.00); which payment will be made in full satisfaction of all claims for attorneys' fees and costs sought by the Plaintiff Class as against the Defendants for the period from the commencement of this action through the Court's so-order of the Stipulation and Order of Settlement on May 8, 2012, as well as for all fees generated in connection with negotiating the terms of this Stipulation and Order.

2. Payment of the amount owed by Defendants shall be made no later than ninety (90) days from the date that a so ordered copy of this Agreement has been docketed with the

Clerk of the Court. Payment shall be made by the City Defendant and the State Defendant, respectively, delivering checks payable in the amounts stated in paragraph 1 above to the ANational Center for Law and Economic Justice@ at 275 Seventh Avenue, Suite 1506, New York, NY 10001.

3. Payment of the amount recited in paragraph #1 by State Defendant is subject to the approval of all appropriate New York State officials in accordance with the provisions for indemnification under Section 17 of the New York Public Officers Law. In the event that State Defendant is unable to obtain such approval within 90 days of the entry of this So Ordered Stipulation, State Defendant 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. Plaintiffs' counsel agree to execute and deliver to counsel for the State Defendant all necessary and appropriate vouchers and other documents requested with respect to such payment.

4. Nothing herein shall preclude the Plaintiff Class or its counsel from moving to compel payment in the event that the payments are not made within the time periods set forth above.

5. In consideration for these payments, the plaintiffs and plaintiffs' counsel release defendants and any present or former employees, agents, or officials of said defendants, the City of New York or the State of New York, from any and all liability, claims, or rights of action for attorneys' fees, costs, and disbursements, in or arising from this action, accrued or incurred up to and including the date of May 8, 2012 as well as any fees, costs or expenses incurred in

negotiating the fee award through and including the date that this Stipulation and Order of Settlement is signed by the parties' counsel.

6. Nothing in this Stipulation shall be construed as an admission or acknowledgment of liability whatsoever by the defendants regarding any of the allegations made by the plaintiffs in the Complaint. In addition, nothing contained herein shall be deemed to constitute a custom, policy, or practice of either the City defendant or the State defendant.

7. Nothing in this Stipulation shall be deemed a waiver by plaintiffs' counsel of any claims to fees, costs, or disbursements for monitoring defendants' compliance with the Stipulation and Order of Settlement accruing or incurred after May 8, 2012 or a waiver by defendants of any defense to any such application which may be made.

8. Subject to the provisions of the foregoing paragraphs, in the event payment of the amounts recited in paragraph #1 above are not made within 90 days after the date that a "so-ordered" copy of this Stipulation and Order has been docketed with the Clerk of the Court, interest shall accrue on the outstanding principal balance at the rate set forth in 28 U.S.C. §1961, beginning on the ninety-first day after the "so-ordered" copy has been docketed.

9. This Stipulation and Order shall have no precedential value or effect whatsoever and shall not be admissible in any other action or proceeding as evidence or for any other purpose, except in an action or proceeding to enforce this Stipulation.

10. This Stipulation and Order embodies the entire agreement of the parties in this matter 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, other than the Settlement, shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

11. This Stipulation and Order of Settlement is final and binding upon the parties,  
their successors and assigns.

Dated: New York, New York  
March 29, 2013

Respectfully submitted,

COUNSEL FOR PLAINTIFFS

YISROEL SCHULMAN, ESQ. (YS 3107)  
NEW YORK LEGAL ASSISTANCE GROUP  
RANDAL S. JEFFREY, of Counsel (RSJ 3396)  
7 Hanover Square, 18<sup>th</sup>  
New York, New York 10004  
Tel. (212) 613-5000

By: 

RANDAL S. JEFFREY

HENRY A. FREEMAN  
WELFARE LAW CENTER  
Marc Cohan  
Petra Tasheff  
275 Seventh Avenue, Suite 1205  
New York, New York 10001  
Tel. (212) 633-6967  
tasheff@nclaj.org

By: 

Marc Cohan

CONTINUED

THE URBAN JUSTICE CENTER  
HOMELESSNESS PREVENTION PROJECT  
Denise Miranda  
123 William Street  
New York, New York 10038  
Tel. (646) 602-5640

By:

  
Denise Miranda

## COUNSEL FOR DEFENDANTS

MICHAEL CARDOZO  
CORPORATION COUNSEL OF THE  
CITY OF NEW YORK  
Martha Calhoun  
Assistant Corporation Counsel  
100 Church Street  
New York, New York 10007  
(212) 788-0923  
mcalhoun@law.nyc.gov

By:

  
Martha Calhoun

ERIC T. SCHNEIDERMAN  
ATTORNEY GENERAL OF THE STATE OF  
NEW YORK  
Attorney for State Defendant  
120 Broadway, 24<sup>th</sup> Floor  
New York, New York 10271  
(212) 416-8632

By:

  
ROBERT L. KRAFT  
Assistant Attorney General

SO ORDERED:

Dated:

*April 3*  
New York, New York  
2013

ENTER

*Sweet*  
Robert W. Sweet  
United States District Judge