

ABDUL SHARIFF,

Plaintiff,

-VS

**STIPULATION & ORDER
OF SETTLEMENT
04-CV-6621CJS**

GLENN GOORD, Commissioner of the New York
State Department of Correctional Services, et al.,

Defendants.

WHEREAS, plaintiff, Abdul Shariff, filed a complaint on December 20, 2004, alleging that defendants violated plaintiff's constitutional, statutory and/or civil rights during plaintiff's incarceration in the New York State Correctional Services system; and

WHEREAS, the parties are interested in resolving all the remaining issues alleged in the complaint in this action, and have negotiated in good faith for that purpose; and

WHEREAS, none of the parties to the above-captioned action is an infant or incompetent person; and

WHEREAS, the parties in the above captioned matter are desirous of discontinuing the litigation;

IT IS HEREBY STIPULATED AND AGREED by and between the parties and their respective counsel as follows:

1. The parties hereby agree that the hereinabove captioned action is dismissed and discontinued with prejudice in accordance with Federal Rules of Civil Procedure Rule 41 Voluntary Stipulation of Partial dismissal subject to conditions executed by and between the parties.
2. This stipulation is intended to be entered into simultaneously with the class action stipulation.
3. Any and all of the claims for damages by plaintiff which are the subject of this action or otherwise arise out of any of the incidents alleged in the complaint are hereby settled for the sum of Twenty Thousand Dollars (\$20,000.00) in full satisfaction of all claims for damages and Seventy Four Thousand, Nine Hundred Forty Two Dollars and Eleven Cents (\$74,942.11) in full satisfaction of all claims for costs, disbursements and legal fees in this court and in any other court.
4. The sum stated in paragraph 3 for costs, disbursements and legal fees is also stated in the class action stipulation of partial dismissal. Although the amount is stated in both documents it is intended that there be only one payment to plaintiff's counsel of \$74,942.11.
5. Plaintiff agrees that by this stipulation he agrees to discontinue all his pending litigation with DOCCS and its employees except for Shariff, et al v. Goord, etal, 05-cv-6504 (WDNY), which is not being discontinued at this time. Plaintiff specifically stipulates that this settlement discontinues Shariff v. Poole, 05-cv-6025 (WDNY)(retaliation claim), Shariff v. Goord, 05-cv-2903 (SDNY)(failure to protect claim) and Shariff v. Greiner, 01-cv-1140 (SDNY)(motor vehicle wheelchair accident claim) .

6. The parties agree that this stipulation is to be entered simultaneously with the stipulation discontinuing the class action from this same caption, Shariff v. Goord, et al, 04-cv-6621 (W.D.N.Y.). The class action stipulation addresses issues relating to the class whereas this stipulation relates to plaintiff's personal injuries.
7. The Twenty Thousand Dollar (\$20,000.00) check in payment of the sum recited in paragraph 3 hereinabove shall be drawn to the order of the plaintiff's attorney ("Koob & Magoolaghan, as attorneys, to Abdul Shariff") and mailed to plaintiff's attorney: Koob & Magoolaghan, Joan Magoolaghan, of counsel, 221 Devoe Avenue, Yonkers, New York, 10705.
8. In consideration of the payment of the sum recited in paragraph 3 hereinabove the plaintiff, Abdul Shariff, hereby releases each of the defendants and any and all current or former employees of the New York State Department of Corrections and Community Supervision in their individual and official capacities, and their heirs, executors, administrators and assigns, and the State of New York and the New York State Department of Corrections and Community Supervision, from any and all claims, liabilities and causes of action including but not limited to claims related to or arising out of any alleged violation of plaintiff's constitutional rights, and all other causes of action and claims of liability arising out of the circumstances set forth in the complaint in the above-captioned action as well as all other cases plaintiff may have pending with New York State Department of Corrections and Community Supervision and its employees, including any Court of Claims action. The only

exception is Shariff, et al v. Goord, etal, 05-cv-6504 (WDNY) which is not being discontinued by this stipulation.

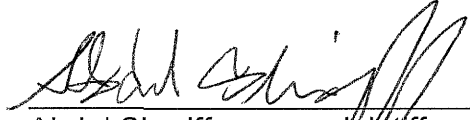
9. Nothing in this So Ordered Stipulation of Settlement shall be constructed as an admission or concession of liability whatsoever by any of the defendants or the New York State Department of Corrections and Community Supervision regarding any of the allegations made by the plaintiff in his complaint herein including but not limited to claims that the plaintiff's rights under the Federal or New York State Constitutions or Statutes had been violated and all other claims set forth in the complaint.
10. Payment of the amount recited in paragraph 3 hereinabove 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 Section 17.
11. Payment of the amounts recited in paragraph 3 hereinabove will be made within one hundred twenty (120) days after the approval of this stipulation by the Court and receipt by defendants' counsel of a copy of the fully executed so-ordered stipulation of settlement as entered by the Court. In the event that the aforesaid payment is not made within the one hundred twenty (120) day period, interest shall accrue on the outstanding principal balance at the rate set forth in 28 U.S.C. §1961 beginning on the one hundred twenty-first (121) day after receipt by defendants' counsel of a copy of the fully executed so-ordered stipulation of settlement.
12. This Stipulation of Settlement and any Order entered thereon shall have no precedential value or effect whatsoever and shall not be admissible in any other

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action or proceeding as evidence or for any other purpose except in an action
or proceeding to enforce this Stipulation of Settlement.

13. That plaintiff agrees that the defendants and the New York State Department of Corrections and Community Services and the State of New York shall not be responsible for any further liens of any kind which may have attached to the proceeds from this settlement and further that both plaintiff and his/her/their attorney agree that they will defend, indemnify and hold harmless the defendants and the New York State Department of Corrections and Community Services and the State of New York, its officers, agents and employees and the State of New York for the satisfaction of any such liens.

14. This Stipulation and Order of Settlement embodies the entire agreement.

Dated: New York, New York
October 7, 2011


Abdul Shariff, pro se plaintiff

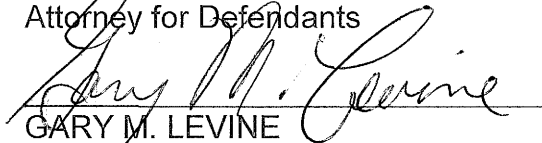
Dated: Yonkers, New York
October 11, 2011

KOOB & MAGOOLAGHAN
Attorneys for Plaintiff Class


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Dated: Rochester, New York
October 18, 2011

HON. ERIC T. SCHNEIDERMAN
Attorney General of the State of New York
Attorney for Defendants




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SO ORDERED:

Dated: Rochester, New York
OCT. 19, 2011



HON. CHARLES J. SIRAGUSA
United States District Judge