

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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LEONARDO BLAIR,

Plaintiff,

-against-

THE CITY OF NEW YORK, *et al.*,

Defendants

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**STIPULATION OF  
SETTLEMENT AND ORDER OF  
DISCONTINUANCE**  
08 CV 4303 (SAS)

*[Handwritten signature]*  
9/24/08

**WHEREAS**, plaintiff commenced this action on or about May 7, 2008, seeking equitable and monetary relief for alleged violations of plaintiff's rights under the Fourth and Fourteenth Amendments of the United States Constitution, and the Constitution and laws of the State of New York, arising out of plaintiff's detention on November 28, 2007;

**WHEREAS**, plaintiff seeks to seal all data in defendants' computerized UF-250 database related to plaintiff's detention on November 28, 2007 in accordance with New York Criminal Procedure Law ("NYCPL") §160.50;

**WHEREAS**, defendants interpret NYCPL §160.50 to permit them to use the data in defendants' computerized UF-250 database related to plaintiff's detention on November 28, 2007 for investigative purposes, and plaintiff does not take a position on defendants' interpretation of NYCPL §160.50;

**WHEREAS**, the parties desire to resolve plaintiff's claims and any and all related issues in this litigation without admitting any fault or liability;

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

*[Handwritten signature]*  
9/22/08  
9/23/08

1. Plaintiff's claims for damages in the above-referenced action are hereby dismissed, with prejudice, and settled as specified below in ¶¶ 2 & 4.

2. Defendant City of New York agrees to pay plaintiff the sum of Fifteen Thousand and One Dollars (\$15,001.00) in full satisfaction of any and all of plaintiffs' damage claims, plus attorneys' fees and costs as referenced below in ¶¶ 3 & 4.

3. Plaintiff hereby assigns his rights to attorneys' fees, expenses, and costs to his attorneys, the New York Civil Liberties Union Foundation.

4. The City of New York hereby agrees to pay plaintiff's counsel, the New York Civil Liberties Union Foundation, the sum of Nine Thousand Dollars (\$9,000.00), as reasonable attorneys' fees, expenses and costs, in consideration of the terms of this Stipulation and Order.

5. In consideration for the payment of the sums specified in ¶¶ 2 & 4 above, plaintiff agrees to the dismissal of all of his claims made against all Defendants and to release all Defendants, as well as any present or former employees or agents of the City of New York, from any and all liability, claims, or rights of action arising from, and were or could have been contained in, the complaint filed in this action.

6. Plaintiff shall execute and deliver to defendant's attorneys all documents necessary to effect this settlement, including, without limitation, the appropriate original general releases based on the terms of paragraph 5 above, annexed hereto in Exhibit A, and the appropriate original Affidavit of No Liens, annexed hereto in Exhibit B.

7. Defendant City of New York agrees to treat the data in the UF-250 database related to plaintiff's detention on November 28, 2007 as sealed and subject to New York Criminal Procedure Law § 160.50, unless otherwise ordered by a Court. Defendant City of

CJD 9/22/08  
9/23/08

New York agrees to mark the computerized data accordingly in the UF-250 database within 90 days of the date that the Court so orders this Stipulation and to notify plaintiff's counsel in writing once the computerized data has been marked accordingly.

8. Nothing contained herein shall be deemed to be an admission by any of the Defendants that they have in any manner or way violated Plaintiff's 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. Plaintiff agrees not to use this stipulation or its contents in any form in any other litigation or settlement negotiations.

9. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

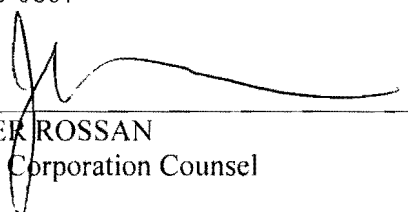
10. This Stipulation contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

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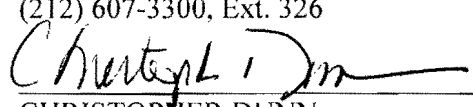
11. Plaintiff's claims for equitable relief in the above-referenced action are hereby dismissed, with prejudice.

Dated: New York, New York  
September 8, 2008


MICHAEL A. CARDOZO  
Corporation Counsel of the City of New York  
*Attorneys for City Defendants*  
100 Church Street  
New York, New York 10007  
(212) 788-0867

By:   
JENNIFER ROSSAN  
Assistant Corporation Counsel

CHRISTOPHER DUNN, Esq.  
New York Civil Liberties Union  
*Attorneys for Plaintiff*  
125 Broad Street, 19<sup>th</sup> Floor  
New York, New York 10004  
(212) 607-3300, Ext. 326

 9/22/08  
CHRISTOPHER DUNN

IT IS SO ORDERED.

 9/24/08  
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Hon. Shira A. Scheindlin, U.S.D.J.