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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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CENTER FOR INDEPENDENCE OF THE,
DISABLED, NEW YORK, et al.,

17 CV 2990 (KBF)(DCF)

Plaintiffs,

-against-

METROPOLITAN TRANSPORTATION
AUTHORITY, et al.,

Defendants.
-----X

STIPULATION OF DISMISSAL WITHOUT PREJUDICE

WHEREAS, this action was commenced on or about April 25, 2017;

WHEREAS, Defendant City of New York ("City") denies any and all liability arising out of the allegations set forth in the Complaint;

WHEREAS, the City bases its position on the following: "AGREEMENT OF LEASE BETWEEN THE CITY OF NEW YORK AND NEW YORK CITY TRANSIT AUTHORITY Dated, June 1, 1953; Amended April 19, 1960 and March 6, 1962; Supplemented by Agreement dated March 20, 1962; Amended and Renewed by Agreement dated October 5, 1962; Amended April 7, 1965; Amended by Agreement dated March 31, 1982" ("Lease") the New York City Transit Authority ("TA") (1) maintains full "jurisdiction, control, possession and supervision of [New York City] transit facilities, materials, supplies and property...", see Lease § 2.1; (2) the TA has full "title and ownership to the materials and supplies incidental to or necessary for the operation of the transit facilities which were [] leased to the [TA]...", id.; and (3) the City's sole right of reentry to the leased transit facilities for repair is limited to repair of "sewers, water mains, sludge lines, tanks, power lines, telephone lines and other service facilities of the City used *for* other than transit purposes...", id. § 7.6 (emphasis in original);

WHEREAS execution of this Stipulation by the other parties hereto shall not be construed as agreement with the position of the City of New York expressed above, and all parties reserve all rights with respect thereto;

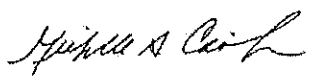
WHEREAS, the Parties seek to avoid incurring the cost of litigation and burdening the Court with litigation as against the City at this time;

WHEREAS, if during discovery Plaintiffs or co-defendants determine that the assistance of the City is needed to obtain relevant discovery not obtainable from the co-defendants, the party seeking that discovery will present that request to the City whereupon the City will in good faith consider that request and provide a response within thirty (30) days; and

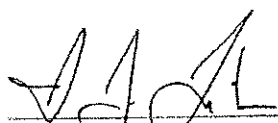
WHEREAS, the City agrees to toll any applicable statute of limitations pending Plaintiffs' refiling the Complaint, if at all, as against the City;

NOW, THEREFORE, with the agreement of all Parties, this action is dismissed without prejudice as against the City of New York.

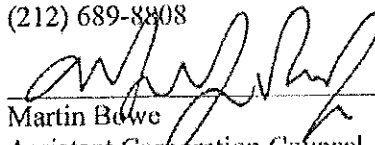
August 31, 2017



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SO ORDERED:



Hon. Katherine B. Forrest

9/6/17
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