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DOC #: _____
DATE FILED: <u>4/28/15</u>

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

T.H., individually and as next friend to minor child J.H.;
 K.P., as next friend to minor child W.P.;
 K.J., individually and as next friend to minor child J.R.;
 C.J., individually and as next friend to minor child J.M.;
 Y.P., individually and as next friend to minor child N.R.;
 M.E., individually and as next friend to minor child D.E.;
 T.W., individually and as next friend to minor child A.A.;
 A.D., individually and as next friend to minor child S.D.;
 N.C.R., individually and as next friend to minor child C.R.;
 I.S., individually and as next friend to minor child Q.A.;
 R.M.T., individually and as next friend to minor child R.T.;

Plaintiffs,

-against-

CARMEN FARIÑA, as Chancellor of the New York City
 Department of Education; the NEW YORK CITY
 DEPARTMENT OF EDUCATION; the CITY OF NEW
 YORK; DANIEL A. NIGRO, as Commissioner of the Fire
 Department of New York; and JOHN/JANE DOE #'s 1-24
 in their individual capacities;

Defendants.

13 Civ. 8777
(JMF)(JLC)

**STIPULATION AND
ORDER OF
SETTLEMENT
REGARDING
ATTORNEYS' FEES**

WHEREAS a Stipulation and Order of Settlement was entered in this action on December 15, 2014 ("the December 15, 2014 Settlement Agreement"), pursuant to which the parties resolved Plaintiffs' claims for damages and injunctive relief in this action; and

WHEREAS an Infant Compromise Order was entered in this action on January 14, 2015 ("the January 14, 2015 Infant Compromise Order") approving Plaintiffs' Infant Compromise applications; and subsequent applications seeking clarifications and/or modifications of the January 14, 2015 Infant Compromise Order were approved by the Court on January 26, 2015 and April 9, 2015; and

WHEREAS the December 15, 2014 Settlement Agreement did not resolve Plaintiffs' claims for reasonable attorneys' fees and costs; and

WHEREAS the parties now desire to resolve all claims for all fees and costs related to this matter accrued through December 15, 2014, as contemplated by Section III of the December 15, 2014 Settlement Agreement, without further proceedings;

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

1. Plaintiffs' claims for attorneys' fees and costs related to this matter accrued through December 15, 2014, as contemplated by Section III of the December 15, 2014 Settlement Agreement, are hereby resolved and dismissed, with prejudice, and without any fees or costs in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay Plaintiffs' counsel the sum total of SIX HUNDRED THIRTEEN THOUSAND DOLLARS AND ZERO CENTS (\$613,000.00) for all attorneys' fees and costs related to this matter accrued through December 15, 2014, as contemplated by Section III of the December 15, 2014 Settlement Agreement. Payment will be distributed in the following amounts: FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00) to Legal Services NYC by check made payable to "Legal Services NYC"; and ONE HUNDRED THIRTEEN THOUSAND DOLLARS AND ZERO CENTS (\$113,000.00) to Cuti Hecker Wang LLP, by check made payable to "Cuti Hecker Wang LLP."

3. In consideration for the payments described in paragraph "2" above, Plaintiffs and Plaintiffs' counsel agree to the withdrawal and dismissal with prejudice of all claims for attorneys' fees and costs related to this matter accrued through December 15, 2014, as

contemplated by Section III of the December 15, 2014 Settlement Agreement, and agree to release and discharge Defendants Chancellor Carmen Fariña, Commissioner Daniel A. Nigro, John/Jane Does Nos. 1-24, the City of New York ("City"), the New York City Department of Education ("DOE"), and the Fire Department of the City of New York ("FDNY"), their successors or assigns, and all present and former officials, employees, representatives, and agents of the City, DOE, and FDNY from any and all liability, claims, and/or rights of action arising from or relating to any claims for attorneys' fees and costs related to this matter accrued through December 15, 2014, as contemplated by Section III of the December 15, 2014 Settlement Agreement.

4. Plaintiffs' counsel shall execute and deliver to Defendants' counsel releases based on the terms of paragraph "2" above, together with tax identification number(s) and substitute W-9 forms. Payment of the amounts described in paragraph "2" above is subject to and conditioned upon delivery of these documents to Defendants' counsel.

5. Nothing contained herein shall be deemed to be an admission by the City, DOE, FDNY, or any Defendant, that Plaintiffs' attorneys would, absent this stipulation, be entitled to the amount set forth in paragraph "2" above.

6. Nothing contained herein shall be deemed to constitute a policy or practice, or evidence of a policy or practice, of the City, DOE, or FDNY.

7. Plaintiffs reserve the right to make an application for attorneys' fees for work performed after December 15, 2014, as contemplated by Section III of the December 15, 2014 Settlement Agreement, and Defendants reserve all defenses to any such application.

8. This Agreement shall not be admissible in, nor is it related to, any other litigation, proceeding, or settlement negotiation, except as necessary to enforce its terms.


9. This Stipulation and Order of Settlement Regarding Attorneys' Fees contains all of the terms and conditions agreed upon by the parties hereto concerning fees, and costs related to this matter accrued through December 15, 2014, as contemplated by Section III of the December 15, 2014 Settlement Agreement.

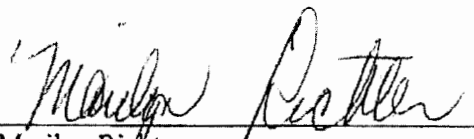
10. The Parties further agree that this Stipulation and Order of Settlement Regarding Attorneys' Fees may be executed in counterparts, and that a signature received by facsimile or electronic mail shall be deemed valid for all purposes.

Dated: New York, New York
April 28, 2015

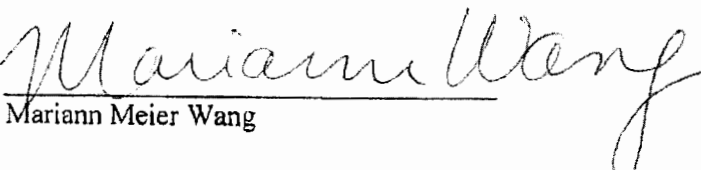
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and R.T.
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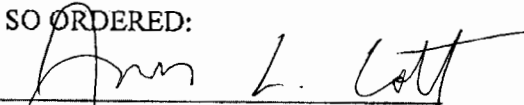
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By: 
Mariann Meier Wang

SO ORDERED:

HONORABLE JAMES L. COTT
UNITED STATES MAGISTRATE JUDGE

4/28/15 *mc*
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