

Unreported Disposition
7 Misc.3d 1015(A), 801 N.Y.S.2d 230 (Table), 2005
WL 937660 (N.Y.Sup.), 2005 N.Y. Slip Op. 50597(U)

**This opinion is uncorrected and will not be published
in the printed Official Reports.**

BRAD H., ROBERT K., MICHAEL R., SUSAN T.,
and KEVIN W., on behalf of themselves and all
others similarly situated, Plaintiffs,

v.

THE CITY OF NEW YORK; HON. MICHAEL R.
BLOOMBERG, Mayor of the City of New York; the
NEW YORK CITY HEALTH AND HOSPITALS
CORP.; DR. BENJAMIN CHU, M.D., President of
the New York City Health and Hospitals Corp.; the
NEW YORK CITY DEPARTMENT OF HEALTH
AND MENTAL HYGIENE; DR. THOMAS R.
FRIEDEN, M.D., Commissioner of the New York
City Department of Health and Mental Hygiene;
the NEW YORK CITY DEPARTMENT OF
CORRECTION; MARTIN F. HORN,
Commissioner of the New York City Department
of Correction; the NEW YORK CITY HUMAN
RESOURCES ADMINISTRATION; VERNA
EGGLESTON, Commissioner of the New York City
Human Resources Administration; PRISON
HEALTH SERVICES, INC.; and GERALD F.
BOYLE, chief Executive and President of Prison
Health Services, Inc., Defendants.

117882/99
Supreme Court, New York County
Decided on April 18, 2005

CITE TITLE AS: Brad H. v City of New York

ABSTRACT

Stipulations
Stipulation of Settlement

Brad H. v City of New York, 2005 NY Slip Op 50597(U).
Stipulations—Stipulation of Settlement. (Sup Ct, NY
County, Apr. 18, 2005, Braun, J.)

OPINION OF THE COURT

Richard F. Braun, J.

This is a class action in which this court granted a preliminary injunction requiring defendants to provide discharge planning to members of the class, who are or will be inmates of New York City jails treated for mental illness while incarcerated for 24 hours or longer (*Brad H v City of NY*, 185 Misc 2d 420 [Sup Ct, NY County], *affd for reasons stated below* 276 AD2d 440 [1st Dept 2000]). Subsequently, the parties settled this action by a stipulation of settlement. Pursuant thereto, this court appointed two compliance monitors (one was recommended by plaintiffs and one *2 by defendants) to monitor defendants’ compliance with the terms of the settlement. The compliance monitors were given the authority to monitor defendants’ provision of discharge planning in City jails.

Defendants move for an order declaring unreasonable and vacating the compliance monitors’ determination to (1) include inmates housed in the forensic units located at Bellevue, Kings County, and Elmhurst Hospitals as class members subject to the provisions of the settlement agreement in this action, and (2) monitor defendants’ performance in connection therewith. The motion is brought pursuant to paragraphs 119 and 200 of the January 8, 2003 stipulation of settlement, which give either party the right to challenge by motion any action of the compliance monitors as beyond the scope of their authority under the stipulation of settlement or as being unreasonable. Defendants contend that the stipulation of settlement does not permit the compliance monitors to assess defendants’ performance as to inmates in the psychiatric detention wards at Bellevue, Kings County, and Elmhurst Hospitals because those inmates were not covered by the settlement agreement and the parties did not intend them to be included therein. Defendants attempt to demonstrate that through evidence outside the stipulation.

Parties to litigation are free to chart their own path by stipulating to settle, and a stipulation is a favored way to settle a dispute, unless the stipulation is against public policy (*1029 Sixth v Riniv Corp.*, 9 AD3d 142, 146 [1st Dept 2004]). It is for the court to decide as a question of law whether an agreement is ambiguous, by examining the document itself, not through extrinsic evidence (*see Kass v Kass*, 91 NY2d 554, 566 [1998]).

Here, the stipulation of settlement itself provides in paragraph 203 that extrinsic evidence may not be “offered to explain, construe, contradict or clarify [the stipulation’s] terms, the intent of the Parties or their

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counsel, or the circumstances under which the Agreement was made or executed.” Paragraph I.1.j. of the stipulation of settlement provides that “‘City Jail’ or ‘Jail’ shall mean any correctional facility operated by one or more Defendants.” Defendant the New York City Health and Hospitals Corporation (HHC) is a defendant in this action. Bellevue, Kings County, and Elmhurst Hospitals are operated by defendant HHC. Paragraph 37 of the complaint in this action alleges that “New York City’s jail system is composed of ... secure hospital units...” Defendants admitted this in paragraph 37 of their answer to the complaint. Furthermore, some of the defendants’ predecessors admitted on the second page of the stipulation and order of settlement in *Reynolds v Sielaff* (US Dist Ct, SD NY [Oct. 1, 1990]) that HHC jointly operated with the New York City Department of Corrections the psychiatric wards at Bellevue, Kings County, and Elmhurst Hospitals where pre-trial detainees were or would be confined.

Therefore, the stipulation of settlement is not ambiguous. It covers the inmates in the forensic units at Bellevue, Kings County, and Elmhurst Hospitals. Those units contain inmates treated for psychological problems who are probably the most in need of discharge planning due to their serious functional impairments. To interpret the

agreement otherwise would prevent these most needy individuals from securing the discharge planning that they particularly require, and is inconsistent with the overall purpose of the stipulation of settlement which is to give those inmates the discharge planning which they are entitled to receive and as a consequence reduce crime.

The motion has been denied by the court’s separate April 15, 2005 decision and order. Pursuant to *Callahan v Carey* (307 AD2d 150, 155 [1st Dept 2003]), this court should issue a declaration and therefore declared that the compliance monitors’ determination is reasonable to *3 include inmates housed in the forensic units located at Bellevue, Kings County, and Elmhurst Hospitals, and that it is reasonable for the compliance monitors to monitor defendants’ performance in connection with the settlement agreement as to those inmates.

Dated: New York, New York

April 18, 2005 RICHARD F. BRAUN, J.S.C.

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