

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

FILED
MAR 10 2011
NEW YORK COUNTY CLERK'S OFFICE

----- x
JENNY RIVERA, EILEEN TAYLOR, OLGA LAKER,
IDA KRAVITZ, and PATRICIA TAYLOR, individually
and on behalf of all others similarly situated,

**STIPULATION OF
SETTLEMENT AND
DISCONTINUANCE**

Petitioners,

Index No.: 45305/92
IAS Part 12
(Feinman, J.)

-against-

MARY JO BANE, as Commissioner of the New York
State Department of Social Services, and VERNA
EGGLESTON, as Commissioner of the New York City
Human Resources Administration,

Respondents.
----- x

WHEREAS, Petitioners commenced this Article 78 proceeding in November 1992, alleging, inter alia, that the New York City Human Resources Administration ("HRA") was not in compliance with 18 N.Y.C.R.R. § 358-3.7, a regulation issued by the New York State Department of Social Services ("DSS")¹, and that DSS had not been supervising HRA's compliance with federal and state law and regulations;

WHEREAS, on December 22, 1995, this Court entered a judgment, which awarded Petitioners injunctive relief as against HRA and DSS (the "Judgment");

WHEREAS, on November 19, 1997, DSS amended 18 N.Y.C.R.R. § 358-3.7

FILED

MAR - 9 2011

¹ Effective April 1, 1997, DSS was reorganized as the New York State Department of Family Assistance, consisting of two independent offices -- the Office of Temporary Disability Assistance ("OTDA," or "State Respondent") and the Office of Children and Family Services. N.Y. Laws of 1997, Chapter 436, § 122(a). OTDA is the New York State agency which currently supervises the local district's administration of the public assistance cash programs. N.Y. Laws of 1997, Chapter 436, § 122(f).

NEW YORK COUNTY CLERK'S OFFICE

WHEREAS, on May 2, 2003 Respondent HRA Commissioner Verna Eggleston moved to vacate the injunctive provisions set forth in paragraphs (1) and (3) of the Judgment;

WHEREAS, on September 15, 2003, Petitioners cross-moved for intervention and class certification;

WHEREAS, the parties entered into a Stipulation of Settlement on February 28, 2005 (the "2005 Stipulation"), which superseded the Judgment;

WHEREAS, the 2005 Stipulation was to expire by its own terms on February 28, 2007;

WHEREAS, by Order to Show Cause issued February 15, 2007, Petitioners moved to enforce the monitoring provisions of the 2005 Stipulation, and for a one-year extension of the 2005 Stipulation;

WHEREAS, OTDA and HRA opposed Petitioners' motion for enforcement;

WHEREAS, the parties thereafter engaged in settlement discussions in an effort to resolve Petitioners' motion for enforcement without the Court's intervention;

WHEREAS, by Order dated January 23, 2008, the Court marked the proceeding off the calendar without prejudice to the parties to restore the matter after a final settlement was reached concerning Petitioners' motion for enforcement;

WHEREAS, the dispute giving rise to Petitioners' motion for enforcement has been resolved to the parties' satisfaction;

WHEREAS, Respondent Bane has been succeeded by Elizabeth R. Berlin as OTDA's Executive Deputy Commissioner and designee to act with respect to all matters involving OTDA pursuant to Section 9 of the Public Officers Law, and who is substituted as a Respondent pursuant to C.P.L.R. § 7802(b);

WHEREAS, Respondent Eggleston has been succeeded by Robert Doar, who is substituted as a Respondent pursuant to C.P.L.R. § 7802(b);

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED BY AND AMONG THE PARTIES TO THIS PROCEEDING, AS FOLLOWS:

1. Petitioners' February 15, 2007 motion for enforcement is withdrawn with prejudice, and without costs or expenses to any party in excess of the amount specified in paragraph "3" below.

2. The 2005 Stipulation has expired and has no effect whatsoever, and all claims against Respondents that were or could have been raised in this proceeding are hereby dismissed with prejudice.

3. Respondents agree to pay Petitioners' counsel, the New York Legal Assistance Group, a total sum of Fifty-Nine Thousand Dollars (\$59,000.00) (the "Settlement Amount") in full satisfaction of all claims that were or could have been asserted for costs, expenses, and attorneys' fees in connection with Petitioners' motion for enforcement filed on February 15, 2007 and the monitoring provisions of the 2005 Stipulation. Of the Settlement Amount, Eight Thousand Two Hundred Dollars (\$8,200.00) will be paid by the State of New York and Fifty Thousand Eight Hundred Dollars (\$50,800.00) will be paid by the City of New York. Payment of the Settlement Amount will be made by checks payable to "New York Legal Assistance Group, Attorneys for Jenny Rivera, et al.," and shall be made within ninety (90) days after service of notice of entry of this so-ordered Stipulation, or receipt by Respondents of the documents referenced in Paragraph "7" below, whichever date is later.

4. If payment is not made by the State Respondent within the time period set forth in paragraph "3" above, then interest shall accrue on the State Respondent's portion of the

Settlement Amount, payment of which shall be the responsibility of the State Respondent only, beginning with the ninety-first (91st) day after the date of said service of notice of entry of this so-ordered Stipulation, or receipt by Defendants of the release and W-9 forms referenced in Paragraph “7” below, whichever date is later.

5. If payment is not made by the City Respondent within the time period set forth in paragraph “3” above, then interest shall accrue on the City Respondent’s portion of the Settlement Amount, payment of which shall be the responsibility of the City Respondent only, beginning with the ninety-first (91st) day after the date of said service of notice of entry of this so-ordered Stipulation, or receipt by Defendants of the release and W-9 forms referenced in Paragraph “7” below, whichever date is later.

6. In consideration for the payment of the Settlement Amount, Petitioners and Petitioners’ counsel release and discharge the Respondents, the State of New York and the City of New York, their successors or assigns, and all present or former officials, employees, representatives or agents of the State of New York and the City of New York from any and all liability, claims, and/or rights of action arising from or relating to any claims Petitioners or Petitioners’ counsel may have for costs, expenses and attorneys’ fees in connection with the above-captioned matter.

7. The New York Legal Assistance Group shall execute and deliver to Respondents’ attorneys all documents necessary to effect this settlement, including releases based on the terms of paragraph “6” above and a substitute W-9 form. The payments described in paragraph “3” above are conditioned upon receipt by Respondents’ counsel of these documents.

8. Nothing contained herein shall be deemed to be an admission by the Respondents, the State of New York or the City of New York that they have in any manner or way violated Petitioners' 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, the City of New York, or any other rules, regulations or bylaws of any department or subdivision of the State of New York or the City of New York, including the New York State Office of Temporary and Disability Assistance and HRA.

9. Nothing contained herein shall be deemed to be an admission that the City of New York is responsible for paying attorneys' fees and/or costs in Article 78 proceedings, nor shall anything herein demonstrate acceptance of responsibility by the City of New York for paying attorneys' fees and/or costs in Article 78 proceedings.

10. This Stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiation, except as may be necessary to enforce the terms thereof.

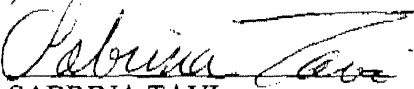
11. Nothing contained herein shall be deemed to constitute a policy or practice of the State of New York or the City of New York or of any department or subdivision of the State of New York or the City of New York.

12. 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 this proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: January 10, 2011
New York, New York


YISROEL SCHULMAN, ESQ.
New York Legal Assistance Group
Attorneys for Petitioners
450 West 33rd Street, 11th Floor
New York, New York 10001
(212) 613-5032

By:


SABRINA TAVI
Senior Staff Attorney

ERIC T. SCHNEIDERMAN
~~ANDREW M. CUOMO~~
Attorney General of the State of New York
Attorney for State Respondent
120 Broadway
New York, New York 10271
(212) 416-8575

By:


GARVIN V. SMITH
Assistant Attorney General

MICHAEL A. CARDOZO
Corporation Counsel of the City of New York
Attorney for Respondent Doar
100 Church Street
New York, New York 10007
(212) 788-0889

By:


ANDREW J. RAUCHBERG
Assistant Corporation Counsel

SO ORDERED ~~SO ORDERED~~



J. SUE G. FEINMAN
J.S.C.

FILED

MAR - 9 2011

NEW YORK
COUNTY CLERK'S OFFICE

Index No. 45305/92

NEW YORK STATE SUPREME COURT
COUNTY OF NEW YORK

JENNY RIVERA, EILEEN TYLER, OLGA LAKER, IDA
KRAVITZ, and PATRICIA TAYLOR, individually and on
behalf of all others similarly situated,

Petitioners,

-against-

MARY JO BANE, as Commissioner of the New York State
Department of Social Services, and VERNA EGGLESTON,
as Commissioner of the New York City Human Resources
Administration,

Respondents.

**STIPULATION OF SETTLEMENT AND
DISCONTINUANCE**

MICHAEL A. CARDOZO
Corporation Counsel of the City of New York
Attorney for Defendants
100 Church Street, Room 2-189
New York, N.Y. 10007

Of Counsel: Andrew Rauchberg
Tel: (212) 788-0889
NYCLIS No. 92GL001051

Due and timely service is hereby admitted.

New York, N.Y., 200.....

Esq.

Attorney for.....