

EXHIBIT

“A”

**UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK**

**SHARIF STINSON, *et al.*, Individually and on
Behalf of Others Similarly Situated,**

Plaintiffs,

v.

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

Defendants.

10 Civ. 4228 (RWS)

STIPULATION AND PROPOSED PRELIMINARY APPROVAL ORDER

Subject to approval by the United States District Court for the Southern District of New York (the “Court”), SHARIF STINSON, RYBURN WALKES, GARY SHAW, MICHAEL BENNETT, CHANEL MEAUSA, DAVID THOMPSON, JEREMY THAMES, LEANDER GRIFFIN, RICARDO JONES and VICTOR BRELAND (collectively “Class Representatives”), on behalf of the class previously certified by the Court of themselves and all other individuals who were issued Criminal Court summonses by THE NEW YORK CITY POLICE DEPARTMENT (“NYPD”) that were later dismissed upon a judicial finding of facial or legal insufficiency by the court prior to trial, and whose C Summonses were issued without probable cause (the “Class”), represented by their attorneys, Cohen & Fitch LLP, The Law Office of Jon L. Norinsberg, PLLC and Quinn Emanuel Urquhart & Sullivan, LLP (collectively “Class Counsel”); and Defendants CITY OF NEW YORK and RAYMOND W. KELLY represented by their attorneys The Office of Corporation Counsel and Simpson Thatcher & Bartlett LLP (collectively, “Counsel for Defendants”), hereby enter this Stipulation in the litigation captioned *Stinson, et al. v. The City of New York, et. al.*, Case No. 10 Civ. 4228 (RWS) (the “Civil Action”).

WHEREAS, on May 25, 2010, Plaintiffs filed this lawsuit (“Lawsuit”) against the City of New York (“City”) and Raymond W. Kelly (together with the City, “Defendants”) alleging that pursuant to a pattern and practice the New York City Police Department (hereinafter “NYPD” or “Department”) violated constitutional rights of the Class Members by, *inter alia*, issuing criminal summonses returnable to the Summons Part (“C-summonses”) without probable cause in response to pressure to meet alleged quotas and that the NYPD failed to train, discipline, or supervise officers regarding their obligation not to issue summonses without a constitutional basis;

WHEREAS, Defendants deny the existence of such policies or practices;

WHEREAS, according to the New York State Office of Court Administration

(“OCA”)¹ the number of C-summonses issued by the NYPD that were docketed in New York City by year (no defectives included) from May 25, 2007 through December 31, 2015 are:

May 25, 2007 through December 31, 2007: 298,140
January 1, 2008 through December 31, 2008: 490,069
January 1, 2009 through December 31, 2009: 520,295
January 1, 2010 through December 31, 2010: 518,265
January 1, 2011 through December 31, 2011: 485,303
January 1, 2012 through December 31, 2012: 473,068
January 1, 2013 through December 31, 2013: 426,709
January 1, 2014 through December 31, 2014: 357,472
January 1, 2015 through December 31, 2015: 294,683

WHEREAS, according to OCA, between May 25, 2007 and December 31, 2015, the number of docketed C-summonses that were dismissed for facial insufficiency from May 25, 2007 through December 31, 2015 are as follows:

May 25, 2007 through December 31, 2007: 75,904
January 1, 2008 through December 31, 2008: 128,513
January 1, 2009 through December 31, 2009: 140,884
January 1, 2010 through December 31, 2010: 120,279
January 1, 2011 through December 31, 2011: 115,563
January 1, 2012 through December 31, 2012: 110,068
January 1, 2013 through December 31, 2013: 88,994
January 1, 2014 through December 31, 2014: 70,057
January 1, 2015 through December 31, 2015: 49,457

WHEREAS, the percentage of C-summonses that were docketed by the OCA (no defectives included) and dismissed for facial insufficiency compared to the total number of C-summonses that were docketed by the OCA (no defectives included) by year from May 25, 2007 through December 31, 2015 are:

May 25, 2007 through December 31, 2007: 25%
January 1, 2008 through December 31, 2008: 26%
January 1, 2009 through December 31, 2009: 27%
January 1, 2010 through December 31, 2010: 23%
January 1, 2011 through December 31, 2011: 24%

¹ The NYPD makes no representations concerning the accuracy of the OCA’s data.

January 1, 2012 through December 31, 2012: 23%
January 1, 2013 through December 31, 2013: 21%
January 1, 2014 through December 31, 2014: 20%
January 1, 2015 through December 31, 2015: 17%

WHEREAS, the parties have reached a settlement agreement and now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, the parties have engaged in discovery; and

WHEREAS, Defendants have represented to the Class that during the pendency of this litigation: (1) the NYPD has made changes to its policies and procedures; and (2) legislative enactments and/or intergovernmental agreements were passed which implicate the subject matter herein, including, by way of example, the following:

- (1) On August 30, 2010, the Governor of New York signed into law S2956A (the “Quota Bill”) which modified and expanded New York Labor Law 215-a to prohibit discrimination against or threatening of an employee for the failure to meet quotas for a ticket, summons, or arrest authorized by any general, special, or local law.
- (2) In November 2010, the NYPD published Legal Bureau Bulletin, Vol. 40, No. 20 concerning the Quota Bill.
- (3) On August 1, 2013, the Department revised Patrol Guide Section 205-38 “Investigation of Incidents of Retaliation Against Members of Service,” to again reiterate that “it remains the written policy of the Department that retaliation against any Member of Service for voluntarily providing information regarding Misconduct and Corruption will not be tolerated.”

(4) On August 12, 2013, Judge Shira Scheindlin of the Southern District of New York found the NYPD liable for a pattern and practice of racial profiling and unconstitutional stops and appointed a Federal Monitor pursuant to the Remedial Order in *Floyd v. City of New York* and *Davis v. City of New York*. Under the Federal Monitor, the NYPD has represented to the Class that it has developed new Patrol Guide procedures, and updated training and reference materials on investigative encounters. Additionally, Defendants have represented to the Class that the NYPD is in the process of developing a new robust system for evaluating officer performance.

(5) In April 2015, Mayor Bill de Blasio in conjunction with the New York State Unified Court System announced the “Justice Reboot” initiative. Mayor de Blasio stated that the initiative “is about rethinking the way we approach criminal justice in NYC.” As part of Justice Reboot, the C-summons form was revised, in part, to reduce the number of C-summonses being dismissed for facial insufficiency and/or other defects. Defendants have represented to the Class that the revised C-summons form provides more room in the narrative section to allow officers to write more details about the incident for which the summons is issued, and also includes additional sections relating to Trespass, Disorderly Conduct, and Consumption of Alcohol in Public – the offenses for which a large percentage of C-summonses are issued – which are aimed at prompting an officer to include more detailed facts concerning his/her personal

observations. The City hopes that these changes will lead to further annual decreases in the number of C-summonses dismissed as facially insufficient.²

(6) In February of 2016, and again in June of 2016, the NYPD conducted training on Justice Reboot and the new C-summons form. Department personnel responsible for issuing C-summonses and their supervisors were advised that the narrative portion of the C-summonses must be fully complete and received additional training on the elements of the offenses of Trespass, Disorderly Conduct, and Consumption of Alcohol in Public. Defendants have made a representation to the Class that the NYPD anticipates that such training will be repeated, including as part of the Recruit Training Curriculum.

(7) On June 13, 2016, Mayor de Blasio signed the Criminal Justice Reform Act, which consists of eight bills that give the NYPD the ability to address certain quality of life offenses by issuing civil summonses, in lieu of C-summonses or custodial arrests. Defendants have represented to the Class that pursuant to Local Law 71 of 2016, the NYPD will provide its officers with guidance concerning when to use the civil summons and criminal enforcement options when addressing the specified offenses, which include open container, littering, public urination, many parks offenses and unreasonable noise. The Criminal Justice Reform Act further requires the NYPD to make such guidance publicly available by June 2017. Defendants have represented to the Class that the NYPD is in the process of developing procedures to timely bring itself into compliance with the requirements of The Criminal Justice Reform Act.

² According to OCA data, the percentage of C-summonses dismissed as facially insufficient has declined yearly since 2011.

(8) The NYPD voluntarily posts certain summons data on the NYPD website for 2007 to the present, broken down by precinct and offense charged. Additionally, pursuant to the Criminal Justice Reform Act, the NYPD will begin posting quarterly summons data broken down by offense charged, race, age, gender, borough, and precinct for civil and criminal summonses by November 1, 2017. The Department represents that it is already in compliance with its requirements under the Act to report data relative to Desk Appearance Tickets. As part of this Settlement Agreement, the NYPD will agree to also post information directing the public to OCA's website for information concerning the adjudication of C-summonses. The NYPD is exploring the feasibility of utilizing existing technology to link information provided by the OCA regarding C-summonses dismissed as facially insufficient with internal data identifying the summons-issuing officers, offenses charged, commands and boroughs to better identify dismissal trends, mitigate risk of dismissals for facial insufficiency, and foster constructive dialogue with OCA regarding uniformity and transparency in the court system.

(9) The NYPD's Deputy Commissioner of Legal Matters will make a confidential presentation to counsel for the Class regarding the changes to the performance evaluation system, which revoked Operations Order 40 - "Police Officer Performance Objectives."

WHEREAS, the NYPD intends to present the following pilots and/or ongoing projects at the Fairness Hearing:

(1) The City will make reasonable efforts to ensure that, within six months of the Court's final approval of the Settlement Agreement and Release, the NYPD will

send a Department-wide email and a FINEST message (i) instructing all Members of Service that quotas and/or numeric performance goals that otherwise fall within the plain meaning of New York State Labor Law Section 215-a for enforcement activity are against Department policy and may not be implemented; (ii) advising supervisory personnel that they may be subject to disciplinary action if they implement such quotas and/or numeric performance goals for enforcement activity; (iii) instructing Members of Service that they should notify IAB if they believe that they have been threatened or retaliated against in relation to any such quota and/or numeric performance goal, including without limitation the failure to comply with or satisfy any quota and/or numeric performance goal. The Department has revoked any bulletin, operations order or policy that is contrary to the above, and has ensured that such revocation was communicated via email to all members of service. The City will make reasonable efforts to ensure that, within eighteen months of the court's final approval of the Settlement Agreement and Release, the foregoing content from the Department-wide email shall be a subject included in Recruit Training, that it will be the subject of a Department-wide in-service training for calendar year 2017, and will be incorporated into all promotional training for Sergeants, Lieutenants and Captains.

- (2) As of 2016, allegations made by any Member of Service against executives in the rank of Captain or above regarding the existence of quotas and/or numeric performance goals will be investigated by the Internal Affairs Bureau as "M" or Misconduct cases and assigned to IAB Group 1 on a pilot basis, subject to a

continuing assessment of the allocation of IAB resources and the discretion of the Police Commissioner pursuant to the City Charter.

- (3) Within six months of the Court's final approval of the Settlement Agreement and Release allegations made by any Member of Service against a Sergeant or Lieutenant regarding the existence of quotas and/or numeric performance goals will be investigated by the designated parent command Investigations Unit, as opposed to the command that is the subject of the quota allegation.
- (4) The City will make reasonable efforts to ensure that, within twelve months of the Court's final approval of the Settlement Agreement and Release, the NYPD will conduct a targeted internal review of all relevant training materials for recruits, and all relevant promotional and all in-service training, to ensure compliance in both form and substance with the Quota Bill.
- (5) The City will make reasonable efforts to ensure that within three months of the Court's final approval of the Settlement Agreement and Release, the NYPD will make changes to its Patrol Guide and conduct training relative to the distribution of "Contact Cards" bearing the officer's name, shield and command, to be provided on demand. Where no card is available, the officer must provide his or her name, rank and command to any person upon request, including the recipient of a C-summons.

WHEREAS, the Parties have engaged in settlement negotiations and discussions before the Honorable John S. Martin (Retired), SDNY Mediator, over the course of three separate mediations spanning a period of one year on August 5, 2015, August 4, 2016 and August 22, 2016.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned, as follows:

I. DEFINITIONS

The terms described below shall have the meanings defined in this Section wherever used in this Stipulation and Proposed Preliminary Approval Order, and for the purposes of this Stipulation and Proposed Preliminary Approval Order only.

1.1 “Bar Date” is the date established by the Court by which any presumptive Class Member who wishes to receive payment pursuant to this Stipulation must file his/her Claim Form(s). The parties agree that this date should be 180 days from the Date of Class Notice.

1.2 “C Summons” means any process issued by any NYPD officer pursuant to New York Criminal Procedure Law § 130.10, which is returnable to a New York City Criminal Court (“Criminal Court”).

1.3 The “Civil Action” means the litigation captioned Stinson, et al. v. City of New York, et al., Case No. 10 Civ. 4228, before Judge Robert W. Sweet in the United States District Court for the Southern District of New York.

1.4 “Claimant” means a Proposed Settlement Class Member who has submitted a Claim Form for review by the Claims Administrator.

1.5 “Claims Administrator” means the Claims Administrator appointed by the Court.

1.6 “Claim Form” means the form attached hereto as Exhibit A.

1.7 “Class Counsel” means the law firms of Cohen & Fitch LLP, The Law Office of Jon L. Norinsberg, PLLC and Quinn Emanuel Urquhart & Sullivan, LLP.

1.8 “Class Fund” means the amount to be paid by the City for all claims of Class Members, service awards to the Class Representatives, and administrative costs. That amount shall be up to \$56,500,000.00 (Fifty-Six Million Five Hundred Thousand Dollars).

1.9 “Class Member” means any member of the Settlement Class.

1.10 “Class Period” means the period commencing on May 25, 2007, and ending on the date of entry of a Preliminary Approval Order.

1.11 “Class Representatives” means SHARIF STINSON, RYBURN WALKES, GARY SHAW, MICHAEL BENNETT, CHANEL MEAUSA, DAVID THOMPSON, JEREMY THAMES, LEANDER GRIFFIN, RICARDO JONES and VICTOR BRELAND.

1.12 “Counsel for Defendants” means the Office of Corporation Counsel and Simpson Thatcher & Bartlett LLP.

1.13 “Costs” are those costs incurred by Class Counsel in connection with the prosecution of this litigation, and separate and distinct from, and do not include, Class Counsel’s attorney’s fees. Costs also do not include any fees or expenses incurred by the Claims Administrator, or in connection with the dissemination of Notice, which Defendant City of New York agrees to fund separately and in addition to any payment to Class Counsel of attorneys’ fees and costs.

1.14 The “Court” means the United States District Court for the Southern District of New York.

1.15 “Date of Class Notice” means the date when the Administrator first mails out the Claim Forms to the presumptive Class Members, which must occur within sixty (60) days of the Preliminary Approval Order or such other time as may be set by the Court.

1.16 “Defendants” means the City of New York and Raymond W. Kelly.

1.17 “Effective Date” means the date upon which all of the following have occurred: (1) entry of an Order by the Court granting Final Approval to this Stipulation and Proposed Preliminary Approval Order, approving attorneys’ fees and costs, and dismissing the Civil Action with prejudice; and (2) the time for appeal of the Final Approval Order has expired, or if an appeal from the Final Approval Order, or any portion thereof, is taken, the appeal results in affirmance of the Court’s Final Approval Order of the Stipulation and Proposed Preliminary Approval Order.

1.18 “Eligible Claimant” means a Class Member who has submitted a timely and complete Claim Form regarding an Eligible C Summons to the Claims Administrator and whose claim is not otherwise barred for the reasons set forth in the Claim Form.

1.19 “Eligible C Summons” means a C Summons issued by an NYPD officer, from the start of the class period, May 25, 2007, through [Preliminary Approval Date], which was dismissed by the Criminal Court for facial or legal insufficiency and lacked probable cause.

1.20 “Final Approval Order” means an Order by the Court, after a fairness hearing, granting Final Approval to this Stipulation and Proposed Preliminary Approval Order, approving Class Counsel’s fees and costs, approving Service Award Payments, and dismissing the Civil Action with prejudice;

1.21 “Final Approval Date” means the date of entry by the Court of the Final Approval Order.

1.22 “Notice of Class Action Settlement” means the notice approved by the Court for dissemination to Class Members by the means approved by the Court.

1.23 “NYPD Officer” means any agent or employee of the New York City Police Department authorized with powers designated by New York Criminal Procedure Law § 2.20.

1.24 “Opt-Out” is any potential Class Member who files a timely request to be excluded from the Class.

1.25 “Parties” means the Class and Defendants.

1.26 “Preliminary Approval Date” means the date of entry of the Preliminary Approval Order.

1.27 “Preliminary Approval Order” means the Order entered by the Court preliminarily approving this Stipulation, approving Class Counsel’s fees and costs, approving the Service Award Payments, scheduling a fairness hearing, and approving a plan of notice to the Class.

1.28 “Released Claims” means any and all past or present claims or causes of action (including any suits, petitions, demands or other claims in law, equity or arbitration), and any and all allegations of liability or damages, of whatever kind, nature or description, direct or indirect, in law, equity or arbitration, absolute or contingent, whether class or individual in nature, including both known claims and Unknown Claims, asserted or unasserted, for monetary and non-monetary relief (including without limitation attorneys’ fees, costs or disbursements incurred by the Class Representatives and/or the Class or any Class Member in connection with or related to the Civil Action), that were or could have been asserted by the Class Representatives and/or any Class Member against the Defendants and any of their parents, subsidiaries, affiliates, predecessors, successors and/or assigns and in the case of all such entities, their respective past and present representatives, officers, directors, attorneys, agents, employees, privies and insurers (collectively defined

as the “Released Parties”), based upon or arising out of the same transactions, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in the Civil Action, including any and all claims asserted in the original and subsequently amended complaints filed in the Civil Action. This Release does not include or cover any actions or omissions occurring after the Preliminary Approval Date, nor does it include or cover any claims stemming from any certified class action, other than this Civil Action in which a Class Representative or Class Member in this Civil Action already is a member of the class.

1.29 “Released Parties” means any and all Defendants, namely the City of New York and Raymond W. Kelly, and any of their parents, subsidiaries, affiliates, predecessors, successors and/or assigns and in the case of all such entities, their respective past and present representatives, officers, directors, attorneys, agents, employees, privies and insurers.

1.30 “Settlement Administration Expenses” means expenses incurred by the Claims Administrator in connection with the implementation and administration of, and dissemination of notice, and processing of claims pursuant to this Stipulation and Proposed Preliminary Approval Order.

1.31 “Stipulation and Proposed Preliminary Approval Order” means this Stipulation and Proposed Preliminary Approval Order and all Exhibits attached hereto.

1.32 “Settlement Class” is defined as the Class previously certified by the Court in the Civil Action, comprising the Class Representatives and all other individuals who were issued C Summonses by the NYPD that were later dismissed upon a judicial finding of facial or legal insufficiency by the court prior to trial, and whose C Summonses were issued without probable cause during the Class Period. Individuals are excluded from the

Class if between the date they received an Eligible C Summons and the date of the entry of the Preliminary District Court Approval, they entered into individual releases as part of individual agreements with the City that did not carve out an exception for this Civil Action. A claim is also excluded if it concerns an Eligible C Summons that was previously the subject of a lawsuit against the City of New York and/or individual NYPD officers and the individual named in the summons obtained recovery in that lawsuit for claims relating to that Eligible C Summons following motion practice or trial.

1.33 “Summons Incident” means an encounter between a Class Member and a member of the NYPD in which the Class Member received at least one Eligible C Summons.

1.34 “Unknown Claims” means any and all Released Claims which any Class Representative or Class Member does not know or suspect to exist in their favor at the time of the release of the Released Parties, which if known by them might have affected their decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the end of the claims period, the Class Representatives and Class Members shall waive any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law with respect to Unknown Claim. The Parties acknowledge, and all Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was bargained for and was a material element of the Settlement.

II. MUTUAL FULL COOPERATION

2.1 The Parties agree that they will fully cooperate with each other to effectuate and implement all terms and conditions of this Stipulation and Proposed Preliminary

Approval Order, and exercise good faith efforts to accomplish the terms and conditions of this Stipulation and Proposed Preliminary Approval Order.

III. UNSEALING OF CRIMINAL COURT SUMMONSES

3.1 Upon the request of Counsel for Defendants and/or Class Counsel, the New York State Office of Court Administration shall provide the parties with any and all information and documentation pertaining to C Summonses dismissed as facially or legally insufficient, and sealed pursuant to New York Criminal Procedure Law (“NYC PL”) §§ 160.50 and/or 160.55, from May 25, 2007 until the Preliminary Approval Date. Counsel for Defendants, the NYPD, and Class Counsel, shall only use the information and/or documents received from OCA pursuant to this paragraph for purposes of implementing this Stipulation and Proposed Preliminary Approval Order.

3.2 Upon the request of Counsel for Defendants, the New York City Police Department shall provide said counsel with specific requested information and documentation pertaining to C Summonses dismissed as facially or legally insufficient, and sealed by operation of NYC PL §§ 160.50 and/or 160.55, from May 25, 2007 until the Preliminary Approval Date. Neither Counsel for Defendants nor Class Counsel shall make any use of that information and document except solely for purposes of implementing this Stipulation and Proposed Preliminary Approval Order.

IV. RELEASES

4.1. Upon the Effective Date of this Stipulation and Proposed Preliminary Approval Order, in consideration for the agreements by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all Class Representative and Class Members, on behalf of themselves, their heirs, executors, administrators, predecessors, successors and assigns shall hereby release, remise and

forever discharge the Released Parties (as defined above) from each and every Released Claim, and shall forever be barred and enjoined from initiating, continuing, filing or otherwise prosecuting any Released Claim against any of the Released Parties. Unless a Class Member opts out of the Settlement pursuant to Section 7.22 below, this Release shall apply whether or not such Class Member has executed and delivered a Claim Form or otherwise actively participated in the Settlement.

4.2. Every Class Member, except for those who Opt-Out pursuant to Section 7.22 below, shall be deemed to and shall have knowingly and voluntarily waived, released, discharged and dismissed the Released Claims, with full knowledge of any and all rights they may have, and they hereby assume the risk of any mistake in fact in connection with the true facts involved, or with regard to any facts which are now unknown to them.

4.3. The Parties and Class Members acknowledge that the covenants and promises made by Defendants herein constitute adequate consideration in exchange for the Released Claims.

4.4. Nothing in this Stipulation and Proposed Preliminary Approval Order shall be construed to bar any claims of Class Representative or Class Members based on or arising out of events occurring after the date of the Preliminary Approval Order. Nor shall anything in this Stipulation and Proposed Preliminary Approval Order be construed to bar any claims by Class Representatives or Class Members based on or arising out of claims in any certified class action, other than this Civil Action, in which the Class Representative or Class Member already is a member of the certified class.

V. SETTLEMENT BENEFITS

5.1 Subject to Court approval, the parties have agreed to Settlement Benefits of up to Seventy-Five Million Dollars (\$75,000,000.00), comprising (i) the payment of up to

Fifty-Six Million Five Hundred Thousand Dollars (\$56,500,000.00) to the Class, which represents the Class Fund, and (ii) the payment of up to Eighteen Million Five Hundred Thousand Dollars (\$18,500,000.00), which represents the separately agreed upon attorney's fees (collectively the "Settlement Benefits"). No later than forty-five (45) calendar days after the Effective Date, Defendant the City of New York shall cause to be deposited, in an interest bearing account as set forth in paragraph 5.2 below, the Settlement Benefits in the amount approved by the Court in the Final Approval Order.

5.2 The Settlement Benefits shall be maintained in an interest bearing bank account managed by the Claims Administrator under the supervision of Class Counsel. The Office of the Corporation Counsel shall identify an attorney to be provided monthly reports from the Claims Administrator on the status of the Settlement Fund Account.

5.3 The Claims Administrator shall distribute the Settlement Benefits pursuant to the provisions below, and on the time schedule described herein and pursuant to any orders of the Court.

5.4 In the event that the Settlement Benefits are not completely distributed for any reason, any and all remaining funds shall revert back to the City. The Claims Administrator shall provide, by wire transfer, the amount to be reverted to the City no later than twenty (20) business days after the distribution of the settlement monies described in Section 7.28 below. In addition, within one (1) year and fifteen (15) business days from the date of distribution of the settlement checks described in Section 7.28 below, the Claims Administrator shall provide to the City, by wire transfer, the amount of any settlement checks not paid from the Class Fund Account as a result of any Class Representative's or Class Member's failure to cash the check within one (1) year.

VI. ATTORNEYS' FEES AND EXPENSES, ADMINISTRATIVE EXPENSES AND SERVICE AWARD PAYMENTS

A. Attorneys' Fees and Expenses.

6.1 Pursuant to Fed. R. Civ. P. 23(h), Class Counsel shall apply for reasonable attorneys' fees and expenses incurred by Class Counsel.

6.2 Defendants have agreed to pay Class Counsel \$18,500,000.00 for attorneys' fees and Costs, subject to Court approval. Defendants will not object to a motion by Class Counsel for attorney's fees and Costs of \$18,500,000.00.

6.3 No later than fifty (50) calendar days after the Effective Date, the Claims Administrator will pay from the Settlement Benefits the Class Counsel attorneys' fees and Costs approved by the Court. Prior to the payment of attorneys' fees and expenses, Class Counsel will provide the Claims Administrator with Tax Payer Identification Numbers for Class Counsel and executed Form W-9s. Form 1099s shall be provided to Class Counsel for the payments made to Class Counsel.

B. Administrative Expenses.

6.4 No later than fourteen (14) days after the Preliminary Approval Order, the City shall cause to be deposited into a bank account designated by the Claims Administrator an amount equal to the amount approved by the District Court for payment to the Claims Administrator to cover the costs of Notice agreed to by the Parties and/or ordered by the Court, except that the total of said funds shall not exceed Six Hundred Thousand Dollars (\$600,000.00). Any such payment shall be debited against the Class Fund. The Claims Administrator will submit monthly bills to the Parties and may pay itself from these funds in accordance with its bill provided the Parties do not object to the bill within thirty (30) days of the receipt of the monthly bill.

C. Service Award Payments

6.5 Subject to Court approval, the Claims Administrator will pay from the Settlement Benefits \$15,000 to each Class Representative in recognition of the time and energy that each has devoted to litigating this lawsuit, and his or her willingness to serve as a representative of the Class (collectively “Service Award Payments”). This amount shall be in addition to whatever Settlement Payment each Class Representative shall receive as a Class Member.

VII. INDIVIDUAL SETTLEMENT PAYMENTS TO CLASS MEMBERS AND CLAIMS PROCESS

A. Individual Settlement Payments

7.1 Settlement payments to Class Members and Class Representatives will be in settlement of all their claims.

7.2 The amount in the Class Fund remaining after payments of Court-approved Settlement Administration Expenses and Service Award Payments, as provided herein, shall be proportionately divided, on a per summons basis, among all Class Representatives and Class Members submitting claim forms deemed valid by the Claims Administrator, provided that the maximum compensation per summons shall not exceed \$150.00 (One Hundred Fifty Dollars) (the amounts paid to Class Representatives and Class Members pursuant to this paragraph being the “Individual Settlement Payment”).

7.3 If a Class Member received more than one Eligible C Summons at the same date and time in a single Summons Incident, that Class Member may only recover a single time for the Summons Incident, and may not recover for each Eligible C Summons issued at the same date and time. However, a Class Member who received more than one Eligible

C Summons in separate Summons Incidents, at different dates and/or times, may recover once for each Summons Incident.

B. Claims Administrator's Duties

7.4 The Claims Administrator shall (1) transmit the Notice and Claim Forms, by the means approved by the Court, to Proposed Settlement Class Members; (2) establish a website and toll-free phone number where information about the Settlement will be available to Class Members and Class Members can ask, and receive responses to, questions; (3) publish notice in the publications and in the manner set forth in the Declaration of Tiffany Janowicz, Rust Consulting; (4) respond to questions from Proposed Settlement Class Members; (5) review and assess the validity of Claims submitted by Class Members; (6) perform a calculation of the Individual Settlement Benefits consistent with this Stipulation and Proposed Preliminary Approval Order; (7) provide information to the Parties' counsel about the Settlement Benefits Account, as provided herein; (8) arrange for and distribute checks containing Individual Settlement Payments to Class Members; (9) arrange for and distribute checks containing Service Award Payments to the Class Representatives; (10) arrange for reversion back to the City of any amounts from the Settlement Benefits that revert pursuant to the terms of this Proposed Preliminary Approval Order; (11) create a database of Class Members who have filed timely and valid claims; (12) create a database of Opt-Outs; (13) provide Class Counsel and Counsel for Defendants with monthly bills and a final accounting; and (14) perform any other duties necessary to fulfill the foregoing responsibilities and any other responsibilities set forth in this Stipulation and Proposed Preliminary Approval Order.

C. Notice and Claim Forms

7.5 Within five (5) business days after the Preliminary Approval Date, or the date on which the Court unseals the information held by OCA and the NYPD regarding the Proposed Settlement Class Members, or within such other time period set by the Court, the City shall provide a copy of this Stipulation and Proposed Preliminary Approval Order or a separate Unsealing Order to the OCA and the NYPD. Within five (5) business days after receiving unsealed data from the OCA or the NYPD, the City shall provide to the Claims Administrator and Class Counsel the unsealed data as received from the OCA or the NYPD.

7.6 No later than twenty (20) business days after the date that the City provides the unsealed data, or within such other time period set by the Court, the Claims Administrator shall, by the means approved by the Court, transmit the Notice of Class Action Settlement and a Claim form (in the form attached hereto as Exhibit B or in such other form as may be approved by the Court), in substantively the form attached hereto as Exhibit A, or in such other form as may be approved by the Court, to the Proposed Settlement Class Members. The Parties intend to provide actual notice to each Proposed Settlement Class Member, to the extent practicable.

7.7 In order to provide the best notice practicable, the Claims Administrator will do the following before any mailing of the Notice and Claim Form: (1) run the list of all Proposed Settlement Class Members through the United States Postal Service's National Change of Address database ("NCOA"); and (2) perform address searches using public and proprietary electronic resources which collect their data from various sources such as utility records, property tax records, motor vehicle registration records (where allowed) and credit bureaus.

7.8 If envelopes from the mailing of the Notice and Claim Form are returned with forwarding addresses, the Claims Administrator will re-mail the Notice and Claim Form to the new address within two weeks of receiving the returned envelope. In the event that a Notice of Class Action Settlement and Claim Form are returned to the Claims Administrator by the United States Postal Service because the address of the recipient is no longer valid, i.e., the envelope is marked "Return to Sender", the Claims Administrator shall perform a standard skip trace in an effort to attempt to ascertain the current address of the particular Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Notice and Claim Form within two weeks of receiving the newly ascertained address; if no updated address is obtained for that Class Member, the Notice of Class Action Settlement and Claim Form shall be sent again to the Class Member's last known address. With respect to envelopes marked "Return to Sender", the Claims Administrator will also call any identified last-known telephone numbers (and telephone numbers updated through public and proprietary databases) of Class Members for the purpose of obtaining the Class Members' current addresses.

7.9 The Claims Administrator shall provide to Counsel for Defendants and Class Counsel, at least ten (10) business days prior to the Final Fairness Hearing, a list of Class Members for whom notices were returned as undeliverable and for whom efforts to obtain an alternative address failed.

7.10 Class Counsel shall provide the Court, at least five (5) calendar days prior to the Final Fairness Hearing, a declaration by the Claims Administrator of due diligence and proof of transmission, by whatever means have been approved by the Court, of the Notice and Claims forms.

D. Submission of Claim Forms After Final Approval

7.11 All Class Members seeking payment pursuant to the settlement must make such a claim in writing using the Claim Form in the form attached as Exhibit B or such other form as may be approved by the Court. All Claim Forms must be signed by the Claimant. Each Class Member must submit his or her own completed Claim Form for each Eligible C Summons for which the Class Member seeks payment. All Claim Forms must be mailed to the Claims Administrator and postmarked by the claim filing deadline set by the Court, and to be set forth in the Notice and Claim Form, in order to be considered timely. In order for a Claim Form to be considered complete, all questions must be answered and all applicable blanks filled in in a manner legible to the Claims Administrator. Failure to file a timely and complete Claim Form by the deadline for submission of all Claim Forms, if not corrected within the remedial period set forth in Paragraph 7.14 below, shall bar the Class Member from receiving payment with respect to any summons for which a completed Claim Form has not been timely submitted.

7.12 Class Members who file a Claim Form must notify the Claims Administrator of any change of address. The Claims Administrator shall be available through a website and a toll-free phone line to respond to requests from Class Members for assistance in completing and filing Claim Forms.

7.13 No untimely filed and/or incomplete Claim Forms may be accepted by the Claims Administrator, except that (1) the Claims Administrator may extend the deadline for receipt of Claim Forms by up to ten (10) additional calendar days (but no more) where error or delay by United States Postal Service is established; and/or (2) the Claims Administrator may provide a one-time extension of the deadline for receipt of Claim Forms of up to thirty (30) additional calendar days upon good cause shown.

E. Administrative Review of All Claims

7.14 The Claims Administrator shall conduct a review of all Claim Forms to determine whether the Claim Form is completed and has been timely submitted. In the event that a Claim Form is timely, but is incomplete, the Claims Administrator shall provide a one-time twenty (20) calendar day remedial period in which a Claimant can rectify any errors in the Claim Form.

7.15 The Claims Administrator shall also conduct a review of each claim submitted, as well as data provided by the OCA and the City, in order to determine the eligibility of the claim for payment. If the Claims Administrator rejects a claim as not meeting the terms or provisions of the Stipulation and Proposed Preliminary Approval Order, the Claims Administrator shall so notify the Claimant, Class Counsel, and Defense Counsel, in writing and specify the eligibility and/or entitlement criteria that the Claimant failed to satisfy.

7.16 The Claims Administrator shall, within 45 days of the deadline set by the Court for submission of Claim Forms (subject to any extensions of the submission deadline pursuant to this Stipulation and Proposed Preliminary Approval Order), complete its review and issue a final determination as to which Class Members, on a per Summons Incident basis, are entitled to receive payment pursuant to the settlement, and the amount to which each such Class Member is entitled.

F. Objections

7.17 Proposed Settlement Class Member objections to this Stipulation and Proposed Preliminary Approval Order must be in writing, and must include a detailed description of the basis of the objection.

7.18 Objections must be filed with the Court, with copies served on the Claims Administrator, Class Counsel and Counsel for Defendants, within sixty (60) calendar days after the Notice is mailed by the Claims Administrator, or within such other time period, or pursuant to such other procedures, as may be set by the Court. Proposed Settlement Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Stipulation and Proposed Preliminary Approval Order. Only Members of the Proposed Settlement Class who have not chosen to exclude themselves from the Class pursuant to Section G herein shall be entitled to object to this Stipulation and Proposed Preliminary Approval Order.

7.19 No Class Member may appear at the Final Fairness Hearing for the purpose of objecting to the Stipulation and Proposed Preliminary Approval Order without first having timely filed and served his or her objection(s) in writing.

7.20 Any lawyer intending to appear for a Class Member for the purpose of making objections must also file a Notice of Appearance with the Court by the objection deadline and must also serve copies by mail to Counsel for the Parties by the objection deadline.

7.21 An objector may withdraw his or her objection at any time.

G. Exclusions

7.22 Class Members may exclude themselves, or Opt-Out, of the Settlement. Any Class Member who wants to Opt-Out, of the Settlement Class must file a timely request for exclusion pursuant to the provisions described in the Notice of Class Action Settlement, or pursuant to such other requirements as may be set by the Court. Such written request for exclusion must contain the name, address and telephone number of the person requesting

exclusion, or such other information as may be required by the Court. The exclusion request must be personally signed by the Proposed Settlement Class Member. No exclusion request may be made on behalf of a group of Proposed Settlement Class Members, unless permitted by the Court. Unless otherwise determined by the Court, the postmark date of the mailing envelope shall be the exclusive means used to determine whether a request mailed for exclusion has been timely submitted. Any Class Member who timely submits such a request for exclusion shall be barred from participation in the Settlement, shall not receive any portion of the Settlement Benefits, and shall not be entitled to object to the Stipulation and Preliminary Approval Order. The Claims Administrator on a weekly basis shall provide Class Counsel and Defendants' Counsel with a copy of all requests for exclusion that are received.

7.23 Class Counsel shall file with the Court all timely requests for exclusion.

7.24 Any Class Member who does not timely file a request to Opt-Out of the Settlement shall be deemed part of the Settlement and be bound by this Stipulation and all subsequent proceedings, orders and judgments herein.

H. Class Monetary Distribution Procedure

7.25 On a rolling basis to be completed no later than five (5) calendar days after the deadline for completion of the claims determination process described in Paragraph 7.16, the Claims Administrator shall provide the Class Counsel and Counsel for Defendants with a list of Eligible Claimants, and the amount to be paid to each such Eligible Claimant.

7.26 Every thirty (30) days after the Preliminary Approval Order, the Administrator shall provide the Counsel for Defendants and Class Counsel with a list of those persons who are preliminarily eligible so that the City may, on a rolling basis,

determine whether that person's award with need to be reduced due to New York City Child Support Liens and/or Medicare liens.

7.27 No later than thirty (30) calendar days after receiving the list of Eligible Claimants, as set forth in paragraph 7.24 above, Counsel for Defendants will provide the Claims Administrator and Class Counsel with a list of the Eligible Claimants against whom there are New York City Child Support and/or Medicare liens, and the amount of such lien(s). The amount allowing for New York City Child Support and/or Medicare liens will be deducted from the sum to which an Eligible Claimant is entitled. Prior to providing this list, the City shall send to each person owing New York City Child Support Liens and to Class Counsel a notice describing that they owe these liens and information on how to file a challenge regarding the deduction of the New York City Child Support Liens from the award. If the City later determines that the amount of the lien was incorrect, the City shall directly pay that person the amount that was incorrectly withheld from that person's Settlement Benefit.

7.28 No later than thirty (30) calendar days after Defendant the City of New York deposits the Settlement Benefits in an interest bearing account, as set forth in paragraph 5.1 above, the Claims Administrator shall cause to be mailed, via First Class mail, or by such other means as shall be determined by the Court, payment checks to the Class Members to whom a payment is due, after the deduction of any amounts due pursuant to New York City Child Support and/or Medicare liens, if applicable.

7.29 If a Class Member to whom a payment is due is deceased at the time of such distribution hereunder, the amount payable to such deceased Class Member shall be paid to his or her estate, provided that the estate provides an appropriate certification to the Claims Administrator.

7.30 All payment checks distributed by the Claims Administrator must indicate, in bold, words to the effect that “the check must be cashed within one (1) year or it will become void.” The back of each check will contain a legend stating: “By negotiating this check and accepting payment I agree that I have waived and released the Released Parties from all Released Claims as defined in the Stipulation and Proposed Preliminary Approval Order and in the Notice in this matter. This Release is effective as of the Effective Date.”

VIII. DUTIES OF CLASS COUNSEL PRIOR TO COURT APPROVAL

8.1 Promptly upon execution of this Stipulation and Proposed Preliminary Approval Order by Class Counsel and Counsel for Defendants, but by no later than ten (10) calendar days thereafter, Class Counsel shall apply to the Court for the entry of this Order:

- (i) Preliminarily approving the Stipulation and Proposed Preliminary Approval Order, as well as the payment of attorneys’ fees and Costs, and Service Award Payments;
- (ii) Approving as to form and content the proposed Notice of Class Action Settlement;
- (iii) Approving as to form and content the proposed Claim Form;
- (iv) Directing the mailing of the Notice and Claim Form by first class mail to the Proposed Settlement Class Members;
- (v) Setting deadlines for objecting to the Stipulation and Proposed Preliminary Approval Order, for seeking exclusion from the Proposed Settlement Class, and for submission of Claim Forms; and,
- (vi) Scheduling a Final Fairness Hearing as soon as practicable on the question of whether the Settlement, attorneys’ fees and Costs and Service Award Payments should be finally approved as fair, reasonable and adequate.

IX. DUTIES OF CLASS COUNSEL IN CONNECTION WITH FINAL COURT APPROVAL

9.1 Following the Court's Order of Preliminary Approval, and no later than forty (40) days prior to the date set by the Court for the Final Approval Hearing, Class Counsel shall submit a motion for a Final Approval Order:

(i) Granting final approval to the Stipulation and Proposed Preliminary Approval Order, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(ii) Granting final approving of attorneys' fees and Costs, and Service Award Payments;

(iii) Dismissing the Civil Action with prejudice; and

(iv) Ordering that all materials containing Confidential or Highly Confidential Information pursuant to the Protective Order entered in the Civil Action shall be returned to the producing party or destroyed by the party to whom those materials were produced within one-hundred eighty (180) calendar days after the Effective Date, with the exception that the Parties may retain copies of their work product; copies of all filed documents (whether or not filed under seal or submitted to the Court without being officially filed); and materials necessary to oversee compliance with and implementation of this Stipulation and Proposed Preliminary Approval Order, except that, with respect to materials necessary to oversee such compliance and implementation, all documents and materials designated Highly Confidential shall be returned to Defendants or Defendants' Counsel, who shall retain and maintain that information in the form in which it is returned until 180 days after the Effective Date.

X. PARTIES' AUTHORITY

10.1 The signatories hereby represent that they are fully authorized to enter into this Stipulation and Proposed Preliminary Approval Order and to bind the Parties and the Class Members to the terms and conditions hereof, subject to Court approval.

10.2 All of the Parties acknowledge that individual Class Members are entitled to consult an attorney at their own expense regarding their participation in the proposed Settlement and all terms of this Stipulation and Proposed Preliminary Approval Order,

including without limitation the Releases set forth herein. The Parties acknowledge that they have been represented by competent, experienced Counsel throughout all negotiations and mediation that preceded the execution of this Stipulation and Proposed Preliminary Approval Order, and this Stipulation and Proposed Preliminary Approval Order is made with the consent and advice of Counsel who have jointly prepared this Stipulation and Proposed Preliminary Approval Order.

10.3 All of the Parties acknowledge that they are participating voluntarily and knowingly in exchange for the consideration described herein. The Parties further acknowledge that they were provided with a reasonable period of time within which to consider this Stipulation and Proposed Preliminary Approval Order.

XI. MODIFICATION

11.1 This Stipulation and Proposed Preliminary Approval Order and its attachments may not be terminated or substantively changed, altered or modified, except in writing by all Parties, and subject to Court approval.

XII. ENTIRE PROPOSED PRELIMINARY APPROVAL ORDER

12.1 This Stipulation and Proposed Preliminary Approval Order and its exhibits and attachments, subject to Court approval, constitute the entire agreement among the Parties concerning the subject matter hereof. No extrinsic oral or written representations or terms shall modify, vary or contradict the terms of this Stipulation and Proposed Preliminary Approval Order. In the event of any conflict between this Stipulation and Proposed Preliminary Approval Order and any other document or information (other than an order of the Court), the Parties intend that this Stipulation and Proposed Preliminary Approval Order shall be controlling.

XIII. INTERPRETATION

13.1 This Stipulation and Proposed Preliminary Approval Order shall be construed as a whole according to its fair meaning, and not strictly for or against any party, regardless of who drafted or who was principally responsible for drafting this Stipulation and Proposed Preliminary Approval Order or any specific term or condition thereof.

XIV. CHOICE OF LAW AND JURISDICTION

14.1 This Stipulation and Proposed Preliminary Approval Order and the exhibits thereto shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of New York, and the rights and obligations of the Parties to this Stipulation and Proposed Preliminary Approval Order shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of New York, without giving effect to that State's choice-of-law principles.

14.2 The Court, and any appellate court from which appeals of the Court's decisions may properly be brought, shall retain jurisdiction of the implementation and enforcement of the terms of this Stipulation and Proposed Preliminary Approval Order, and all Parties hereto and their counsel shall submit to the exclusive jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Stipulation and Proposed Preliminary Approval Order.

XV. COUNTERPARTS

15.1 This Stipulation and Proposed Preliminary Approval Order may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Stipulation and Proposed Preliminary Approval Order, which shall be binding upon and effective as to all Parties and the Class.

XVI. VOIDING THE STIPULATION AND PROPOSED PRELIMINARY APPROVAL ORDER

16.1 In the event this Stipulation and Proposed Preliminary Approval Order, or any amended version agreed upon by the Parties, does not obtain judicial approval for any reason, this Stipulation and Proposed Preliminary Approval Order shall be null and void in its entirety, unless expressly agreed in writing by all Parties. In that event, the Parties and the Class shall be deemed to have returned to the status quo in the Civil Action as it was immediately prior to the execution of this Stipulation and Proposed Preliminary Approval Order.

XVII. FINAL FAIRNESS HEARING

17.1 A Final Fairness Hearing shall be held at a date and time to be set by the Court, at which time the Court will hear argument as to whether the Court should approve the settlement, attorneys' fees, costs, and Service Award Payments.

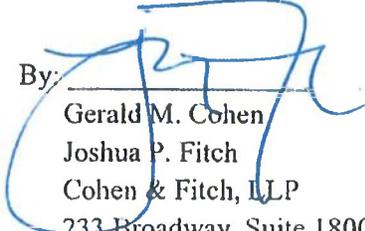
IN WITNESS WHEREOF, the undersigned have duly executed this Stipulation and Proposed Preliminary Approval Order as of the date indicated below:

Dated: January 23, 2017

Cohen & Fitch, LLP

Jon L. Norinsberg PLLC

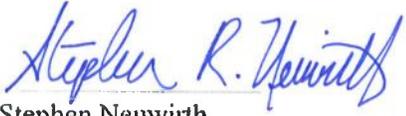
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SO ORDERED:

Robert W. Sweet, U.S.D.J.