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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
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CAROL DEMECH, LAURIE SOLIS, and
ANA FRANCO,

Plaintiffs,

Index No. 12-CV-6179

-against-

SETTLEMENT AGREEMENT
AND ORDER

JOHN B. RHEA, as Chairman of the
New York City Housing Authority, and the
NEW YORK CITY HOUSING AUTHORITY,

SO ORDERED:


WILLIAM H. PAULEY U.S.D.J.

Defendants.
-----x

This Settlement Agreement and Order (hereinafter "Settlement Agreement" or "Agreement") is entered into by Carol Demech on behalf of herself, her agents, representatives, assignees, attorneys, heirs, executors and administrators; Laurie Solis on behalf of herself, her agents, representatives, assignees, attorneys, heirs, executors and administrators; Ana Franco on behalf of herself, her agents, representatives, assignees, attorneys, heirs, executors and administrators (collectively referred to as "Plaintiffs"); John Rhea in his capacity as Chairman of the New York City Housing Authority; and the New York City Housing Authority on its own behalf and on behalf of its present and former members, officers, employees, agents, assigns and representatives (collectively referred to as "Defendants").

WHEREAS Plaintiffs filed this complaint on August 13, 2012 against Defendants in the United States District Court for the Southern District of New York;

WHEREAS, in the complaint, Plaintiffs alleged, among other things, that Defendants discriminated against Plaintiffs based on disability in violation of the Americans with Disabilities Act, the Rehabilitation Act, and the New York City Human Rights Law;

WHEREAS Defendants filed an Answer denying any and all liability in connection with the allegations in the Complaint; and

WHEREAS Plaintiffs and Defendants desire to resolve the above-referenced litigation and finally and fully settle all claims or causes of action which were or could have been asserted by Plaintiffs, including any possible claim for attorney's fees and costs to date, according to the terms set forth in this Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, it is agreed as follows:

I. TERMS AND SCOPE OF SETTLEMENT AGREEMENT AND ORDER

1. Any time limits for performance imposed by this Settlement Agreement may be extended by the mutual, written agreement of the parties or by the Court.
2. Any reference to "the Building" refers to Plaintiffs' apartment building of residence located at 418 West 17th Street, New York, New York 10011.
3. This Agreement shall not be construed as an admission or acknowledgment of any wrongdoing or liability by Defendants, the same being expressly denied.
4. This Settlement Agreement shall be deemed to have been jointly drafted and no provision herein shall be interpreted or construed for or against any party because such party drafted or requested such provision or this Settlement Agreement as a whole.

II. TERMINATION OF ACTION WITH PREJUDICE

5. Within ten (10) days of the date the Settlement Agreement is fully executed and so ordered by the Court, the parties, by their counsel, shall file a Stipulation of Dismissal

with Prejudice, subject to restoration as provided under Paragraph 17 below.

III. MONETARY RELIEF

6. Defendants will pay to Plaintiff Carol Demech the amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00). This payment will be made by a check payable to "Carol Demech." Defendants will mail this payment via first class mail to Plaintiffs' attorneys at MFY Legal Services, Inc., 299 Broadway, 4th Floor, New York, New York 10007 within twenty-one (21) days of the date the Settlement Agreement is fully executed and so ordered by the Court.
7. Defendants will pay to Plaintiff Ana Franco the amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00). This payment will be made by a check payable to "Center for Disability Rights, Inc." Defendants will mail this payment via first class mail to Plaintiffs' attorneys at MFY Legal Services, Inc., 299 Broadway, 4th Floor, New York, New York 10007 within twenty-one (21) days of the date the Settlement Agreement is fully executed and so ordered by the Court.
8. Defendants will pay to Plaintiff Laurie Solis the amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00). This payment will be made by a check payable to "Center for Disability Rights, Inc." Defendants will mail this payment via first class mail to Plaintiffs' attorneys at MFY Legal Services, Inc., 299 Broadway, 4th Floor, New York, New York 10007 within twenty-one (21) days of the date the Settlement Agreement is fully executed and so ordered by the Court.
9. Defendants will pay to Plaintiffs' attorneys, MFY Legal Services, Inc., the amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00). This payment will be made by

a check payable to "MFY Legal Services, Inc., as Attorneys for Carol Demech, Laurie Solis and Ana Franco." Defendants will mail this payment via first class mail to Plaintiffs' attorneys at MFY Legal Services, Inc., 299 Broadway, 4th Floor, New York, New York 10007 within twenty-one (21) days of the date the Settlement Agreement is fully executed and so ordered by the Court.

10. The above payments are in full satisfaction of all claims, including claims for costs, expenses and attorney's fees to date.
11. Plaintiffs shall be solely responsible for the payment of all taxes, interest, penalties and other liabilities and costs, if any, that may be connected with the payments set forth in Paragraphs 6 through 9 above. Plaintiffs acknowledge that they have not relied on any oral or other representations made by Defendants or their counsel regarding the tax consequences of the amount paid pursuant to this Settlement Agreement.

IV. INJUNCTIVE RELIEF

12. Defendants shall create and maintain an accessible ramp at the front entrance to the Building within one hundred and twenty (120) days of the date the Settlement Agreement is fully executed and so ordered by the Court, except as subject to the potential alternative deadline set forth in Paragraphs 14 to 20.

V. ASSESSMENT OF ACCESSIBILITY COMPLIANCE AND PROVISION FOR ADDITIONAL MODIFICATION IF NECESSARY

13. Plaintiffs will have an architectural design expert evaluate the ramp at the front entrance to the Building to determine whether it now meets the accessibility requirements under

the Americans with Disabilities Act Accessibility Guidelines (“ADAAG”).

14. Plaintiffs’ architectural design expert will conduct the evaluation and report his or her findings to Plaintiffs’ attorneys. If the report alleges that the ramp at the front entrance to the Building still fails to meet accessibility requirements under the ADAAG, Plaintiffs’ attorneys will deliver a true copy of the report via first class mail and electronic mail to Defendants’ attorneys within twenty (20) days of the date that the Settlement Agreement is fully executed and so ordered by the Court.
15. If Plaintiffs’ architectural design expert alleges that the ramp at the front entrance to the Building still fails to meet accessibility requirements under the ADAAG, and Defendants agree with that assessment, Defendants shall take appropriate action to create an accessible ramp at the front entrance to the Building as soon as possible and no later than within one hundred and twenty (120) days of the date that the Settlement Agreement is fully executed and so ordered by the Court.
16. If Plaintiffs’ architectural design expert alleges that the ramp at the front entrance to the Building still fails to meet accessibility requirements under the ADAAG, and Defendants disagree with that assessment, Defendants shall inform Plaintiffs’ attorneys, within fifty (50) days of the date that the Settlement Agreement is fully executed and so ordered by the Court, in writing via first class mail and electronic mail that they dispute Plaintiffs’ architectural design expert’s findings and explain the basis of such dispute.
17. If the parties cannot resolve such dispute, the parties shall restore this case by stipulation to Magistrate Judge Kevin Nathaniel Fox within ninety (90) days of the date that the Settlement Agreement is fully executed and so ordered by the Court for the sole purpose of deciding whether the ramp at the front entrance to the Building meets the accessibility

requirements under the ADAAG.

18. If the case is so restored, both parties shall submit any and all papers, including briefs, expert documentation, and other evidence to Magistrate Judge Kevin Nathaniel Fox within one hundred thirty-five (135) days of the date that the Settlement Agreement is fully executed and so ordered by the Court.
19. If the case is restored by stipulation to Magistrate Judge Kevin Nathaniel Fox as set forth in Paragraph 17, neither party will seek any damages, attorney's fees, or other monetary awards.
20. If the case is so restored and Magistrate Judge Kevin Nathaniel Fox decides that the ramp at the front entrance to the Building does not meet accessibility requirements under the ADAAG, Defendants shall create and maintain an accessible ramp at the front entrance to the Building within forty-five (45) days from the date that Magistrate Judge Kevin Nathaniel Fox issues his decision.
21. If the dispute cannot be resolved by the procedures set forth in Paragraphs 13 through 20 and Plaintiffs successfully move to compel NYCHA's compliance with a final order of the Court regarding the ramp at the front entrance to the Building, Plaintiffs reserve the right to claim attorney's fees and costs.

VI. AMERICANS WITH DISABILITIES ACT TRAINING

22. Defendants shall provide a disability discrimination training to the staff at the New York City Housing Authority Fulton Houses development.
23. This training will be conducted in a location to be designated by Defendants and will be conducted by December 31, 2013.

24. The training shall include information about Title II of the Americans with Disabilities Act, including the requirement to provide reasonable accommodations and modifications for people with disabilities.
25. At least forty-five (45) days before the required training, Defendants shall provide Plaintiffs' attorneys with complete copies of the proposed training materials.
26. At least thirty (30) days before the required training, Plaintiffs' attorneys shall review the proposed training materials and provide Defendants with feedback, including but not limited to any omissions, errors or mistakes in the materials.
27. Defendants shall review Plaintiffs' attorney's feedback and shall not unreasonably reject any recommendations.
28. At least ten (10) business days before the date of the training required by this Settlement Agreement, Defendants shall provide Plaintiffs' attorneys with a copy of the final training materials.
29. Within ten (10) business days after the date of the training required by this Settlement Agreement, Defendants shall provide Plaintiffs' attorneys with a copy of the attendance verification sheet(s) which will include the date of the training, the names of the individuals attending the training, and the time the training attendees entered and exited the training room as indicated by their signatures.

VII. ADMINISTRATION OF SETTLEMENT AGREEMENT AND ORDER

30. The United States District Court for the Southern District of New York shall retain jurisdiction to enforce the terms of this Agreement upon the filing of an appropriate motion by either party except as specified by Paragraph 17 where such a motion is not

necessary.

31. The parties to this Agreement shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Agreement prior to filing a motion with the Court to enforce and/or modify this Agreement.

VIII. SEVERABILITY

32. If any provision of this Settlement Agreement is declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this Settlement Agreement shall endure except for the part declared invalid or unenforceable by order of such court, unless the elimination of the invalid provision shall materially affect the intent of this Settlement Agreement. The parties to this Settlement Agreement shall consult and use their best efforts to agree upon a valid and enforceable provision that shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Settlement Agreement.

IX. MISCELLANEOUS

33. Plaintiffs hereby **RELEASE** Defendants, as defined above, from all claims or causes of action they may have or claim to have against Defendants to date. The released claims include, but are not limited to, claims arising under any federal, state or local statute or law, including but not limited to, the Americans with Disabilities Act, the Rehabilitation Act, and the New York City Human Rights Law; all claims arising under the United States or New York Constitutions; all claims arising under any Executive Order and any claims derived from, or based upon, any federal or state regulations; all common law

claims including, but not limited to, breach of contract or tort; all claims for any economic loss, personal injury, or compensatory or punitive damages; and all claims for attorney's fees or costs to date.

34. Other than the Complaint, Plaintiffs represent that they have no charge, claim or complaint of any kind pending against Defendants. Plaintiffs further agree that they will not seek or accept any award, judgment or settlement from any source against Defendants with respect to any claim arising from any act or omission to date. To the maximum extent permitted by applicable law, Plaintiffs agree not to commence, maintain, participate in or assist in any action, charge, claim or complaint against Defendants (on their own behalf, on behalf of any other person or entity, or on behalf of, or as a member of, any alleged class of persons) of any kind in any forum with respect to any claim arising from any act or omission to date except as otherwise provided in this Settlement Agreement.
35. This Settlement Agreement may be executed in counterparts, each of which will constitute an original and all of which shall constitute one and the same Settlement Agreement.
36. Plaintiffs represent that they have carefully read and fully understand all the provisions of this Settlement Agreement, that they have discussed same with their attorneys, and that they are voluntarily executing this Settlement Agreement. Plaintiffs acknowledge that they have had a reasonable period of time to consider the terms of this Settlement Agreement.

MFY LEGAL SERVICES, INC.
Attorneys for Plaintiffs Carol Demech,
Laurie Solis and Ana Franco
299 Broadway, 4th Floor
New York, NY 10007
(212) 417-3700



By: Orier Okumakpeyi (OO-2673)
Kevin M. Cremin (KC-4319), Of
Counsel to Jeanette Zelhof, Esq.
Dated: April 29, 2013

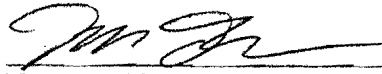
For: CAROL DEMECH



Carol Demech

Dated: April 29, 2013

On April 29, 2013, before me personally came Carol Demech, to me known to be the individual who executed the foregoing Settlement Agreement, and duly acknowledged to me that she executed the same.



Notary Public

ORIEROGHENE OKUMAKPEYI
Notary Public, State of New York
No. 020K6182560
Qualified in Kings County
Commission Expires 2/25/2016

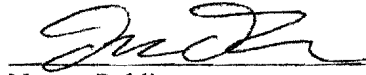
For: LAURIE SOLIS



By: Violet Solis as attorney-in-fact for Laurie Solis

Dated: April 29, 2013

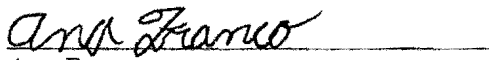
On April 29, 2013, before me personally came Violet Solis, as attorney-in-fact for Laurie Solis, to me known to be the individual who executed the foregoing Settlement Agreement, and duly acknowledged to me that she executed the same.



Notary Public

ORIEROGHENE OKUMAKPEYI
Notary Public, State of New York
No. 020K6182560
Qualified in Kings County
Commission Expires 2/25/2016

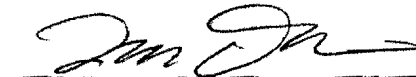
For: ANA FRANCO



Ana Franco

Dated: April 29, 2013


On April 29, 2013, before me personally came Ana Franco, to me known to be the individual who executed the foregoing Settlement Agreement, and duly acknowledged to me that she executed the same.



Notary Public

ORIEROGHENE OKUMAKPEYI
Notary Public, State of New York
No. 020K6182560
Qualified in Kings County
Commission Expires 2/25/2016

KELLY D. MacNEAL
General Counsel
New York City Housing Authority
Attorney for New York City Housing
Authority and John Rhea


By: Samuel Veytsman
Dated: *April 30, 2013*

SO ORDERED:

William H. Pauley III, U.S.D.J.
SOUTHERN DISTRICT OF NEW YORK