

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

★ JAN 9 2020 ★

----- X
B.D., on behalf of herself and all others similarly situated,

BROOKLYN OFFICE

Plaintiff,

-against-

19 CV 00354 (CBA-SMG)

NEW YORK CITY DEPARTMENT OF HOUSING
PRESERVATION & DEVELOPMENT; and MARIA
TORRES-SPRINGER, in her official capacity as
Commissioner for the New York City Department of
Housing Preservation & Development,

RD 1-9-2020
EF

Defendants.
----- X

STIPULATION AND ORDER OF SETTLEMENT

WHEREAS, plaintiff B.D. commenced this putative class action on or about January 24, 2018, seeking injunctive relief requiring defendants to issue a Section 8 Housing Choice voucher to plaintiff in her name, implementing a policy of notifying survivors of domestic violence (“survivors”) residing in a housing unit assisted by Section 8 subsidies of “termination and/or bifurcation hearings” regarding such Section 8 subsidies, allowing such survivors to be heard at “termination and/or bifurcation hearings” concerning Section 8 subsidies applicable to the survivor’s housing unit, and for damages for an alleged violation of plaintiff’s right to due process under the United States Constitution; and

WHEREAS, a Section 8 voucher was issued to plaintiff in her name on March 22, 2019; and

WHEREAS, defendants¹ have created a new Section 8 voucher preference category, set forth in HPD's Administrative Plan published on October 1, 2019, and posted on HPD's website, <https://www1.nyc.gov/site/hpd/index.page>, for domestic violence survivors enabling a survivor to obtain a new voucher in the survivor's name through the preference category ("VAWA Preference Category"), thereby obviating the need to obtain the voucher through a termination proceeding; and

WHEREAS, all defendants deny any and all liability arising out of plaintiff's claims; and

WHEREAS, the parties now desire to resolve plaintiff's claims against defendants without further proceedings and without admitting any fault or liability;

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

1. The City of New York, on behalf of the defendants, shall pay plaintiff thirty-four thousand dollars (\$34,000.00), inclusive of all attorneys' fees, expenses, and costs ("the settlement amount").

2. Payment of the settlement amount shall be made by mailing a check made payable to The Legal Aid Society at c/o Ellen Davidson 199 Water Street, 6th Floor, New York, New York, 10038, in the amount of thirty-four thousand dollars (\$34,000.00).

3. In addition, the City of New York shall also pay plaintiff nine-thousand, three-hundred and fifty-eight dollars and sixty-two cents (\$9,358.62), by mailing a check made payable directly to plaintiff to The Legal Aid Society at c/o Ellen Davidson 199 Water Street, 6th

¹ Maria Torres-Springer resigned from her position as Commissioner of the New York City Department of Housing Preservation and Development ("HPD") in March of 2019. Louise Carroll is the current HPD Commissioner.

Floor, New York, New York, 10038, in the amount of nine-thousand, three-hundred and fifty-eight dollars and sixty-two cents (“Recoupment check.”)

4. Plaintiff shall pay \$9,358.62 to the New York City Human Resources Administration by either assigning the Recoupment Check to the New York City Human Resources Administration or by submitting a check or money order in the amount of \$9,358.62 made payable to the New York City Human Resources Administration and submitting it to the New York City Human Resources Administration, Office of Program Accountability, c/o Bedros Boodanian, at 151 West Broadway, 6th Floor, New York, New York 10013.

5. The City of New York shall make payment of the settlement amount and issue the Recoupment Check within 90 days of receipt of the following: 1) a copy of this agreement executed by plaintiff and So-Ordered by the Court; 2) a release executed by plaintiff; and 3) an Affidavit of No Liens executed by plaintiff.

6. In consideration for the relief detailed in paragraphs 1 and 3 above, plaintiff shall voluntarily dismiss the action against all defendants with prejudice and without costs.

7. Upon the City’s payment of the settlement amount and issuance of the recoupment check plaintiff shall be deemed to have released all defendants, the City of New York, and all departments, officials, employees, representatives and agents of the City, past and present, in their individual or official capacities, from each and every claim and right to damages arising from the acts and omissions complained of in the Complaint. Plaintiff has executed, or will execute, a release to be held by the City, which will take effect upon payment of the settlement amount and issuance of the Recoupment Check.

8. This agreement is not to be construed as an admission that the defendants, the City of New York, or any departments, officials, employees, representatives and agents of the City, past and present, in their individual or official capacities, violated plaintiff's constitutional rights, violated an applicable rule or regulation, or are in any way liable on plaintiff's claims or responsible for her alleged injuries.

9. Nothing herein shall constitute a policy or practice of the City of New York or be used as evidence of any wrongdoing by defendants in any future actions or proceedings.

10. This Stipulation contains all the terms and conditions agreed upon by the parties, 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 the instant action shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

11. The parties have reviewed and revised this Stipulation, and any rule of construction, by which any ambiguities are to be resolved against the drafting party, shall not be applied in the interpretation of this Stipulation.

12. This Stipulation may be executed in counterparts, and facsimile execution of this Stipulation by the undersigned shall constitute original signatures for filing with the court.

