

F363BROC

1 UNITED STATES DISTRICT COURT  
1 SOUTHERN DISTRICT OF NEW YORK  
2 -----x

2  
3 BROOKLYN CENTER FOR  
3 INDEPENDENCE OF THE DISABLED,  
4 et al.,

4  
5 Plaintiffs,

5  
6 v. 11 CV 6690 (JMF)

6  
7 DE BLASIO, et al.,  
7  
8 Defendants.

8  
9 -----x  
9  
10 New York, N.Y.  
10 March 6, 2015  
10 10:00 a.m.

11  
11 Before:  
12  
12 HON. JESSE M. FURMAN,  
13  
13 District Judge

14 APPEARANCES

15 SHEPPARD MULLIN RICHTER & HAMPTON LLC  
16 Attorneys for Plaintiffs  
16 BY: DANIEL BROWN

17 NEW YORK CITY LAW DEPARTMENT  
18 OFFICE OF THE CORPORATION COUNSEL  
18 Attorneys for Defendants  
19 BY: MARK G. TOEWS  
19 CAROLYN KRUK

20  
21  
22  
23  
24  
25

F363BROC

1 THE DEPUTY CLERK: In the matter of Brooklyn Center  
2 for Independence of the Disabled v. de Blasio.

3 MR. BROWN: Daniel Brown, Sheppard Mullin, counsel for  
4 plaintiffs.

5 MR. TOEWS: Mark Toews with the Law Department for the  
6 city.

7 MS. KRUK: Good morning. Carolyn Kruk for the Law  
8 Department for the city.

9 THE COURT: Good morning to both of you. I'm glad to  
10 see you made it back, Mr. Brown.

11 MR. BROWN: Thank you. Sorry to bother the Court with  
12 those letters. Apparently there was some kind of weather  
13 situation in New York yesterday.

14 THE COURT: It's been that kind of winter. If I could  
15 ask everybody to make sure you can speak into the microphone so  
16 we can hear you. As you well know, the acoustics in here are a  
17 bit challenging.

18 We were last here on February 13, when I had raised  
19 some concerns regarding the fairness, reasonableness, and  
20 adequacy of the settlement, specifically with respect to the  
21 highrise evacuation memorandum of understanding.

22 I did review your supplemental submissions filed on  
23 February 27, and I think that they satisfy or assuage my  
24 concerns. But in order to be sure, I just want to go through  
25 what I understand to be essentially my remedial options and

SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300

F363BROC

1 authority in the event that various scenarios play out, and I  
2 just want to make sure everybody is on the same page.

3 To begin with, obviously the settlement creates a  
4 NYC/ADA Building Highrise Evacuation Task Force. As I  
5 understand it from the city's letter, the task force has  
6 already been meeting on a biweekly basis, which is good to  
7 hear, since it is in effect. And has developed "preliminary  
8 recommendations." So in that regard, I'm hopeful that all of  
9 these sort of worst-case scenarios won't actually play out, but  
10 nevertheless I think it is better to think them through at this  
11 stage.

12 Pursuant to the terms of the memorandum, the task  
13 force is required within a year to develop a set of  
14 recommendations to address the existing gaps in New York City's  
15 highrise building evacuation plans and protocols that the Court  
16 found in its opinion. And further, the city agrees to  
17 implement all such recommendations that are reasonable and  
18 achievable.

19 Needless to say, the memorandum of understanding  
20 includes other provisions, but I think what I just quoted is  
21 plainly the core of the agreement and the part that I was  
22 concerned with a couple of weeks ago.

23 So, as far as I see it, there are three potential  
24 scenarios that could develop. First, in theory, the task force  
25 could fail all together to make any recommendations. If that

SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300

F363BROC

1 were to happen, I think it is clear that upon a motion for  
2 contempt or enforcement, I could hold the city in contempt and  
3 levy fines or some other sanction, unless and until the task  
4 force developed recommendations.

5 Is everybody in agreement with that? Mr. Brown?

6 MR. BROWN: Yes, your Honor.

7 THE COURT: Mr. Toews?

8 MR. TOEWS: Yes, your Honor.

9 THE COURT: To be clear, I hope that none of this  
10 comes to pass. I just want to make sure we are all on the same  
11 page.

12 What is less clear to me is whether I would ultimately  
13 have authority to impose my own plan in the event that the task  
14 force, after being given an opportunity, whether under pain of  
15 contempt or otherwise, failed to produce its own  
16 recommendations. At the February 13 hearing, the city  
17 suggested that I would not have that authority, that my  
18 authority would be limited to ordering the task force to keep  
19 deliberating, and that was a source of some concern to me. But  
20 in the February 27 letter, it seemed to me that the city took a  
21 different position, namely conceding that "in the unlikely  
22 event that the task force fails to develop recommendations by  
23 the stated deadline, the Court retains broad authority to issue  
24 an injunction to remedy the violations identified in the  
25 Court's opinion." That is page two and cites Dean v. Coughlin,

SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300

F363BROC

1 804 F.2d 207, 213 (2d. Cir. 1986). I would also cite EEOC v.  
2 Local 580 International Association of Bridge, Structural and  
3 Ornamental Ironworkers, Joint Apprentice-Journeyman Educational  
4 Fund, 925 F.2d 588, 593 (2d. Cir. 1991), where the Court of  
5 Appeals said "The court has inherent authority to enforce  
6 consent judgments, beyond the remedial 'contractual' terms  
7 agreed upon by the parties."

8 So, does everybody agree with that? Mr. Brown?

9 MR. BROWN: Yes, your Honor, we agree.

10 THE COURT: Mr. Toews?

11 MR. TOEWS: Yes, your Honor.

12 THE COURT: So that is to say that if it turns out  
13 that the task force doesn't develop recommendations, and it  
14 would be my full intention to give the task force an  
15 opportunity, whether under pain of contempt or not, to come up  
16 with its own recommendations. But if I ultimately determine  
17 that doing so is not effective or futile, everybody is in  
18 agreement that I would be authorized to and able to craft my  
19 own remedies without the need for a new lawsuit. Correct?

20 MR. BROWN: Yes, your Honor.

21 MR. TOEWS: Yes, your Honor.

22 THE COURT: The second scenario is the task force  
23 could develop recommendations, but the plaintiffs or myself,  
24 mea sponte, might believe that the recommendations do not  
25 "address the existing gaps in New York City's highrise building

SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300

F363BROC

1 evacuations plans that the Court found in its opinion." In  
2 that instance, I presume that I would have the authority to  
3 decide whether the recommendations do or do not address those  
4 gaps. If I found the recommendations to be inadequate, I could  
5 direct the task force to promulgate new recommendations that  
6 satisfied my concerns, and addressed the existing gaps that I  
7 found in the opinion. And if the task force failed to do that,  
8 I presume I would have the same options that I just discussed;  
9 that is, the same options as if no recommendations had been  
10 developed in the first place. Everybody agree with that?

11 MR. BROWN: Yes, your Honor.

12 MR. TOEWS: Yes, your Honor.

13 THE COURT: Finally, the task force could develop  
14 recommendations that addressed the deficiencies that were  
15 identified in my opinion, but the city could refuse to  
16 implement them. In that instance, I presume that I would have  
17 the authority to determine whether the recommendations were  
18 "reasonable and achievable." And if I found that they were, I  
19 could direct the city to put them in place under pain of  
20 contempt or otherwise. And if I found that they were not,  
21 presumably the city would not be required to implement them  
22 under the terms of the memorandum of understanding, even if  
23 that meant that existing gaps in the plans that I found in my  
24 opinion would go unaddressed.

25 Mr. Brown, do you agree with that?

SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300

F363BROC

1 MR. BROWN: Yes, your Honor.

2 THE COURT: Mr. Toews?

3 MR. TOEWS: Yes, your Honor.

4 THE COURT: Great. I think that does it for me.

5 Anyone have anything they want to say or raise with respect to  
6 that issue?

7 MR. TOEWS: No, your Honor.

8 THE COURT: Anyone have anything else that they want  
9 to say with respect to the settlement as a whole or the pending  
10 motion?

11 MR. BROWN: I just want to thank the Court and its  
12 staff and also the city for eventually working this out. It  
13 was very a important case for our clients, and I'm very happy  
14 to be here today for this resolution.

15 THE COURT: Mr. Toews, Ms. Kruk?

16 MR. TOEWS: I have nothing else, your Honor.

17 THE COURT: All right. So having said all that, I am  
18 prepared to rule on the fairness, reasonableness, and adequacy  
19 of the proposed settlement. I will assume general familiarity  
20 with the facts and relevant procedural background, but I want  
21 to reiterate at the outset one thing that I said in my  
22 November 2013 opinion: That preparing for and responding to  
23 emergencies and natural disasters is one of a city's most  
24 critical and difficult tasks, and it is even more challenging  
25 in New York City, which is not only the country's most

SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300

F363BROC

1 populated city, but also has the largest number of highrise  
2 buildings, and also when the people in need of aid have  
3 disabilities, as do the plaintiffs in this case. That is to  
4 say that the issues here are incredibly complicated, and as I  
5 think I made clear in my opinion, I think the city has gone to  
6 great lengths to do what it should do, even if I ultimately  
7 found that it fell short of what the law required in certain  
8 respects.

9           As everybody knows, this case was tried before me in  
10 March 2013. The trial involved hundreds of pages of pretrial  
11 submissions, the testimony of approximately 35 witnesses, and  
12 approximately 25,000 pages of trial exhibits.

13           After trial, the parties, and the United States  
14 Department of Justice as an interested party pursuant to  
15 Section 517 of Title 28 of the United States Code, filed  
16 hundreds of additional pages of briefing and proposed findings  
17 of fact and conclusions of law.

18           In November of that year, I issued my findings of fact  
19 and conclusions of law on the issue of liability, an opinion  
20 that totaled 119 pages and addressed each area in dispute in  
21 some detail. In brief, I found that although the city's  
22 emergency response and preparedness efforts were commendable  
23 and lawful in some respects, that they violated the law in  
24 others. Specifically, I found that the city had failed to  
25 adequately ensure that people with disabilities were able to

SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300



F363BROC

1 evacuation before or during an emergency, provide accessible  
2 shelters, or inform people with disabilities of the  
3 availability and location of accessible emergency services.  
4 See Brooklyn Center for Independence of the Disabled v.  
5 Bloomberg, 980 F. Supp. 2d 588, 597, (S.D.N.Y. 2013).

6 With respect to the question of remedies, I expressed  
7 my view that, given the complexity and magnitude of the  
8 problems, that the task of fashioning a remedy was best left to  
9 those with the necessary expertise, if possible. See pages  
10 659-60. Accordingly, I directed the parties to meet and confer  
11 in person and with representatives of the Department of  
12 Justice, if they elected to participate, about the most  
13 productive means of resolving the question of remedies through  
14 alternative dispute mechanisms. See the opinion at 660. At  
15 the same time, I made clear that I was prepared to impose the  
16 necessary remedies if the parties were unable able to reach  
17 agreement.

18 What followed was a nine-month negotiation process  
19 which included six mediation sessions before retired state  
20 Judge James McGuire. Due to the nature of the issues involved,  
21 the parties focused on one emergency planning area at a time,  
22 with each being the subject of vigorous debate. See paragraph  
23 18 of Mr. Wolinsky's declaration. That the parties would reach  
24 a settlement agreement was at no point a foregone conclusion.  
25 Accordingly, they also conducted further discovery in

SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300

F363BROC

1 anticipation of a trial on remedies, and in June 2014 I set a  
2 date for such a trial. See docket number 177.

3 On August 22, 2014, however, the parties informed me  
4 that they had reached a settlement, and I subsequently vacated  
5 the trial date. Docket numbers 187 and 191.

6 On September 30, 2014, the parties submitted their  
7 memoranda of understanding. Docket number 198. And due to the  
8 urgent nature of the issues raised, I granted immediate relief,  
9 subject to modification or rejection at the fairness hearing  
10 that we are continuing today. Docket number 199.

11 With that introduction, let me turn to the proposed  
12 settlement. Actually, before I do so, I have to address the  
13 issue of notice. Under Rule 23(e)(1) of the Federal Rules of  
14 Civil Procedure, before approving a proposed class action  
15 settlement, a court "must direct notice in a reasonable manner  
16 to all class members who would be bound by the proposal." I  
17 approved the parties' proposed notice to the class, previously  
18 certified pursuant to Rule 23(b)(2), in my October 15, 2014,  
19 order, which also required the parties to post or distribute  
20 the notice no later than October 27. That is docket number  
21 203. The notice was posted publicly on the websites of BSID  
22 and CIDNY, and was timely distributed by five of the eight  
23 organizations named in my order. See paragraphs four and five  
24 of the supplemental plaintiffs' declaration, docket number 211.  
25 Admittedly, two organizations distributed the notice after the

SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300

F363BROC

1 October 27 deadline, and one, which apparently does not have a  
2 working web page and the majority of whose customers or clients  
3 do not have Internet access, informed its clients through its  
4 announcement board and word of mouth. See the Chuang  
5 declaration at paragraphs five and seven through 11. At the  
6 same time, however, the notice was distributed by the Coalition  
7 of People of Disabilities of New York State, CPANYS or Luda's  
8 List, which was not specifically named in my earlier order.  
9 See paragraph 12. And regardless, even with the minor  
10 deviations from my prior order, I find that the notice  
11 requirements of both Rule 23 and due process were satisfied and  
12 that the notice provided to the class was the best practicable  
13 under the circumstances.

14 Turning to the fairness of the settlement itself, Rule  
15 23(e) of the federal rules provides that "the claims of a  
16 certified class may be settled, voluntarily dismissed, or  
17 compromised only with the court's approval." Rule 23(e)(2)  
18 requires, as a precondition to approval that would bind class  
19 members, that the court find, after conducting a hearing, that  
20 the settlement is "fair, reasonable, and adequate." In  
21 conducting that review, I have a duty "to make a considered and  
22 detailed assessment of the reasonableness of proposed  
23 settlements." *Weinberger v. Kendrick*, 698 F.2d 61, 82 (2d. Cir.  
24 1982). Generally, "the district court must consider many,  
25 factors including the complexity of the litigation, comparison

SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300

F363BROC

1 of the proposed settlement with the likely result of  
2 litigation, experience of class counsel, scope of discovery  
3 preceding settlement, and the ability of the defendant to  
4 satisfy a greater judgment. In re Drexel Burnham Lambert  
5 Group, 960 F.2d 285, 292 (2d. Cir. 1992). And that is citing  
6 Weinberger as well as the City of Detroit v. Grinnell, 495 F.2d  
7 448, 463 (2d. Cir. 1974). The last of those factors, the  
8 so-called Grinnell factors, that is the ability of the  
9 defendant to satisfy a greater judgment, is not relevant where,  
10 as here, the case is about injunctive relief. See Blatch v.  
11 Hernandez. 2008 WL 4826178, at \*5-6 (S.D.N.Y. November 3,  
12 2008).

13 I will briefly address the other factors in order.  
14 The complexity, expense, and likely duration of the litigation  
15 weigh strongly in favor of approving the settlement.  
16 Plaintiffs in this case are seeking a dramatic reshaping of the  
17 city's emergency response plans and system. Although I already  
18 ruled in plaintiffs' favor on the issue of liability, a  
19 remedies trial in itself would have been complex and expensive.  
20 Indeed, as I noted, the liability phase of the trial lasted six  
21 days, and included the testimony of more than 35 witnesses and  
22 approximately 25,000 pages of trial exhibits. But for the fact  
23 that I required direct testimony by affidavit, the trial would  
24 have been considerably longer than six days.

25 The parties believe, and I have no reason to doubt,  
SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300

F363BROC

1 that a remedies trial would similarly involve hundreds of pages  
2 of testimony and briefing. And a trial would also result in a  
3 further material delay in providing relief to the class, which  
4 is obviously of concern given the critical nature of the relief  
5 sought.

6 The fact that we needed to delay the liability trial  
7 in this very case because of Hurricane Sandy makes it starkly  
8 clear that an emergency can occur at any time, and by the time  
9 a remedies trial would have been concluded, it might well have  
10 been too late for some members of the class to obtain  
11 appropriate relief and benefit from settlement.

12 Turning to the second factor, the parties have  
13 submitted to me the settlement which contains all of the terms  
14 of their agreement with the exception of attorneys' fees, which  
15 I will address shortly. And as discussed, it provides for  
16 comprehensible remedial plans in five areas. First, disability  
17 and access and functional needs coordinator/disability  
18 community panel; second, canvassing; third, transportation;  
19 fourth, sheltering; and fifth, highrise evacuation. As I think  
20 I have made clear, I do have some concerns about the highrise  
21 evacuation memorandum. But based on the understandings put on  
22 the record at the outset of today's hearing with respect to my  
23 authority to enforce the settlement in the event that the task  
24 force fails to produce any recommendations, produces  
25 recommendations that I ultimately find are not adequate, or the

SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300

F363BROC

1 city refuses to implement the recommendations, I am prepared to  
2 approve it.

3 Put simply, given the complexity of the problem and  
4 the novelty of the task force's efforts, I am persuaded that  
5 there may well be no better options for plaintiffs at the  
6 present than the process-based agreement that the parties have  
7 reached. And that the plaintiffs would not necessarily have  
8 achieved a more concrete remedy after trial.

9 Accordingly, while I promise you that I will closely  
10 monitor the progress of the task force and the implementation  
11 of any recommendations, I do not think that the weaknesses of  
12 that portion of the settlement and my concerns about them call  
13 for the settlement's rejection. That is particularly true  
14 given that I must consider the fairness of the settlement as a  
15 whole, see, for example, *McBean v. City of New York*, 233 F.R.D.  
16 377, 382 (S.D.N.Y. 2006); see also *Ingles v. Toro*, 483 F. Supp.  
17 2d 203, 212, 215 (S.D.N.Y. 2006), which approved a settlement  
18 despite finding one aspect of it troubling. And *Charron v.*  
19 *Pinnacle Group NY LLC*, 874 F. Supp. 2d 174, 184-185 (S.D.N.Y.  
20 2012), noting that, in the settlement context, "the perfect  
21 could easily become the enemy of the good which would not be in  
22 the best interests of the class." My concerns about the  
23 highrise evacuation memorandum notwithstanding, I am persuaded  
24 that the settlement as a whole does represent "the most  
25 detailed emergency plan existing in this country for

SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300

F363BROC

1 disabilities." That is from Mr. Wolinsky's declaration at  
2 paragraph 20, and provides almost complete, if not complete,  
3 relief to the class. By the end of September 2017, for  
4 example, the city will make at least 60 shelter facilities  
5 throughout the five boroughs programmatically and physically  
6 accessible. See the settlement Exhibit A at page two. Those  
7 shelters, which will include all evacuation centers, that is,  
8 the critical entry points into the shelter system that have  
9 co-located shelters, will be able to shelter approximately  
10 120,000 people with disabilities in the event of an emergency.  
11 In addition, pursuant to the settlement, the city will create a  
12 post-emergency canvassing plan to facilitate evacuation and  
13 survey households to assess critical needs such as lack of food  
14 and water, lack of electricity, need for medical care, and so  
15 on. See Exhibit B at pages one to two. The city will also  
16 hire a disability and access functional needs coordinator with  
17 responsibility and authority to oversee revisions to the city's  
18 emergency plans and serve as the point of contact when there is  
19 an emergency situation. See Exhibit F at one.

20 Those are just a few of the many concrete steps that  
21 the city has agreed to take and/or has already taken to  
22 dramatically remodel its emergency response system.

23 In all, and my reservations about the highrise  
24 evacuation memorandum notwithstanding, I agree with plaintiffs'  
25 counsel that the settlement is "nothing short of remarkable,"

SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300

F363BROC

1 and that it will make New York City a safer place to live for  
2 people with disabilities and serve as a model for  
3 municipalities nationwide. That is pages one to two of the  
4 plaintiffs' motion for final approval. Docket number 209.

5 More to the point for present purposes, given the  
6 scope of the settlement agreement, it is unlikely that  
7 plaintiffs could have obtained a better or materially better  
8 outcome after trial.

9 The experience of counsel also weighs in favor of  
10 approval. The class is represented by disability rights  
11 advocates and Sheppard Mullin Richter & Hampton LLP. DRA has  
12 served as class counsel in more than 250 class actions, while  
13 Sheppard Mullin is experienced in complex litigation, including  
14 class actions and disability cases. See Mr. Wolinsky's  
15 declaration, paragraphs four and five and 13. Further, that  
16 experience showed throughout the litigation, which I have  
17 presided over since it was reassigned to me in April 2012.  
18 That is, I can say firsthand that plaintiffs' counsel has  
19 zealously and effectively litigated this case, including but  
20 not limited to doing a terrific job at trial. And by deferring  
21 any discussion for the issue of attorneys' fees until after my  
22 assessment of the settlement, counsel has mitigated if not  
23 eliminated a potential source of conflict between their own  
24 interests and the interests of the class.

25 Turning to the negotiations, the parties' extensive  
SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300



F363BROC

1 and arm's length negotiations further weigh in favor of the  
2 settlement. The settlement comes on the heels, as I mentioned,  
3 of a vigorously contested trial on liability, and there is no  
4 reason to believe that the settlement discussions were any less  
5 heated. In fact, as I mentioned, over the time period of more  
6 than nine months, the parties participated in six mediation  
7 sessions with Judge McGuire, and met separately on their own  
8 both in person and by telephone. See paragraphs 15 and 17 of  
9 Mr. Wolinsky's declaration. Indeed, the issues were so  
10 contentious that I scheduled a remedies trial to begin in  
11 October of last year at plaintiffs' request. The parties had  
12 already begun preparing for that trial when they notified me  
13 that they had reached an agreement. See paragraph 19 of  
14 Mr. Wolinsky's declaration.

15 Next, given that I had already certified a class and  
16 held a trial on liability, the parties have obviously engaged  
17 in extensive discovery over the course of several years.  
18 Namely, they have exchanged more than 30,000 pages of  
19 documents, most of which were admitted into evidence, and have  
20 taken over 40 depositions of fact and expert witnesses. See  
21 paragraph 15. Hurricane Sandy, it is sad to say, presented a  
22 real time test of many of the plaintiffs' claims, and allowed  
23 both sides to develop a rather detailed and significant record  
24 of how the city's plans functioned in a real-world emergency.  
25 The plaintiffs also had the benefit of my detailed findings of

SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300

F363BROC

1 fact and conclusions of law from the liability phase of the  
2 litigation. Plaintiffs were therefore more than able to make  
3 an informed decision.

4 Finally, despite the notice provided to the class and  
5 the reasonably significant publicity that this case has  
6 received, no class member or disability rights organization has  
7 objected to the settlement, and that speaks in favor of its  
8 reasonableness as well.

9 As I said in my November 2013 opinion, the city's  
10 planning and responses to emergencies have been remarkable in  
11 many, many ways, and in particular, I found the array and  
12 detail of its plans for almost every imaginable kind of  
13 emergency quite impressive. And I found even more impressive  
14 the valor and sacrifice of those who have come to the aid of  
15 New Yorkers in times of emergency, from first responders to the  
16 many volunteers who assist in such circumstances.

17 At the same time, I obviously did find that the plans  
18 fell short in critical ways in providing what the law requires.  
19 Namely, that the city's plans failed in certain ways to  
20 adequately accommodate the needs of people with disabilities.  
21 In my view, this landmark settlement does what is needed to  
22 address those deficiencies, and will help to make this great  
23 city even greater. For that, I commend all counsel as well as  
24 Judge McGuire for his able assistance in helping the parties to  
25 reach this point. I have little doubt that this settlement

SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300

F363BROC

1 will serve as a model for municipalities nationwide, and,  
2 frankly, that all Americans, not just those with disabilities,  
3 will be the better for it.

4 Accordingly, and taking all of the relevant factors  
5 into account, I find that the settlement is fair, reasonable,  
6 and adequate, and it is therefore approved.

7 There is one final matter. Namely, attorneys' fees  
8 and costs. As I mentioned, the agreement does not address  
9 attorneys' fees. Three days before the February 13 hearing, I  
10 granted the parties' request to extend the deadline for them to  
11 reach an agreement on fees until April 28, 2015. That's docket  
12 number 216. Accordingly, by that date, plaintiffs must submit  
13 either an agreement for my approval or a motion seeking an  
14 award of attorneys' fees and costs supported by appropriate  
15 documentation. If there is such a motion, defendants'  
16 opposition shall be due by May 12, 2015, and plaintiffs' reply  
17 due by May 19, 2015.

18 I think that resolves what we needed to take care of  
19 today. I will, unless there is any objection to its language,  
20 I think I'll modify the proposed order that plaintiffs had  
21 submitted with their motion just to reflect that the settlement  
22 is approved in part for the reasons stated on the record as  
23 well as the reasons stated in the order.

24 Is that okay, Mr. Brown?

25 MR. BROWN: Yes.

SOUTHERN DISTRICT REPORTERS, P.C.

(212) 805-0300

F363BROC

1 THE COURT: Mr. Toews?  
2 MR. TOEWS: Yes.  
3 THE COURT: Any other business, Mr. Brown?  
4 MR. BROWN: No, thank you.  
5 THE COURT: Mr. Toews?  
6 MR. TOEWS: No. Thank you, your Honor.  
7 THE COURT: In that case, I commend you all on  
8 handling yourselves well throughout this case, and congratulate  
9 you on your settlement. I wish you luck. I sincerely hope I  
10 don't see you back in connection with any component of the  
11 settlement. And we are adjourned. Thank you very much. Have  
12 a good weekend.  
13 MR. BROWN: Thank you.  
14 o0o  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SOUTHERN DISTRICT REPORTERS, P.C.  
(212) 805-0300

