

Exhibit 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BRONX INDEPENDENT LIVING SERVICES, a nonprofit organization; DISABLED IN ACTION OF METROPOLITAN NEW YORK, a nonprofit organization; ROBERT HARDY, an individual; and RODOLFO DIAZ, an individual; on behalf of themselves and all others similarly situated,

Plaintiffs,

-against-

METROPOLITAN TRANSPORTATION AUTHORITY, a public benefit corporation; JANNO LIEBER, in his official capacity as chairman and chief executive officer of the Metropolitan Transportation Authority; NEW YORK CITY TRANSIT AUTHORITY, a public benefit corporation; and RICHARD DAVEY, in his official capacity as president of the New York City Transit Authority;

Defendants.

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

-against-

METROPOLITAN TRANSPORTATION AUTHORITY and NEW YORK CITY TRANSIT AUTHORITY,

Defendants.

No. 16-CV-5023 (ER)

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into on this 29th day of September, 2023, by and among Plaintiffs Bronx Independent Living Services (“BILS”), Disabled In Action of Metropolitan New York (“DIA”), Robert Hardy, and Rodolfo Diaz (collectively, “Plaintiffs”), on behalf of a class as set forth herein (“Class” or “Class Members”); Plaintiff-Intervenor the United States of America (“Plaintiff-Intervenor” or “United States”); and Defendants Metropolitan Transportation Authority, Janno Lieber in his official capacity as Chair and Chief Executive Officer of the Metropolitan Transportation Authority, New York City Transit Authority, and Richard A. Davey in his official capacity as President of New York City Transit Authority (collectively, “Defendants”). The Plaintiffs, Plaintiff-Intervenor, and Defendants are collectively referred to in this agreement as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, on June 28, 2016, Plaintiffs brought a class action lawsuit in the United States District Court for the Southern District of New York, Case No. 16-CV-5023 (hereinafter the “Action”), alleging that by replacing stairways during a renovation at the elevated Middletown Road subway station in the Bronx, New York, in 2013-2014 and failing to make the station accessible to people with mobility disabilities (by installing elevators) in the course of that renovation, Defendants violated Title II of the Americans with Disabilities Act (“ADA”), 42 U.S.C. § 12131 *et seq.*, Section 504 of the Rehabilitation Act of 1973 (“Rehabilitation Act”), 29 U.S.C. § 794 *et seq.*, and the New York City Human Rights Law (“NYCHRL”), N.Y.C. Admin Code § 8-101 *et seq.*;

WHEREAS, on February 23, 2017, Plaintiffs filed their First Amended Complaint (the “Amended Complaint”), ECF No. 35, and Defendants’ March 9, 2017, answer denied Plaintiffs’ claims;

WHEREAS, on March 13, 2018, the United States filed its Complaint-in-Intervention, ECF No. 66, and Defendants' April 3, 2018, answer denied the United States' claims;

WHEREAS, on April 25, 2018, the Court granted Plaintiffs' unopposed motion for class certification, certifying a Federal Rule of Civil Procedure ("F.R.C.P.") 23(b)(2) injunctive and declaratory relief class comprising "[a]ll persons with mobility disabilities who cannot currently use the Middletown Road subway station because of accessibility barriers at that station and who would use the station if it were made accessible," ECF No. 84 at 2, appointing Plaintiffs as class representatives pursuant to F.R.C.P. 23(a), and appointing Disability Rights Advocates as class counsel pursuant to F.R.C.P. 23(g);

WHEREAS, on March 5, 2019, the Court granted Plaintiffs' and the United States' motions for partial summary judgment and denied Defendants' cross-motion for partial summary judgment, finding that Defendants' renewal project at Middletown Road station was an alteration of the facility under 49 C.F.R. § 37.43(a)(1), ECF No. 131 at 1 & 9, but also finding that both Sections 37.43(a)(1) and (a)(2) may apply to the renewal project;

WHEREAS, on March 29, 2021, the Court denied the Parties' second cross-motions for summary judgment, ECF No. 180 and found that there was an issue of fact with respect to the feasibility of installing elevators at Middletown Road;

WHEREAS, the Parties are entering into this Agreement for the purpose of settling the disputes between them in the Action and to avoid further litigation;

WHEREAS, Defendants deny all allegations of wrongdoing made by Plaintiffs and Plaintiff-Intervenor;

WHEREAS, this Settlement Agreement is intended to wholly resolve the Action between the Parties without further expense, delays, and the risks and uncertainties of trial;

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, and other consideration contained in this Agreement, the Parties to this Agreement, through their respective attorneys, subject to approval of the Court pursuant to F.R.C.P. 23, agree that this Action shall be compromised, settled, and released as described below, and dismissed with prejudice, upon and subject to the following terms and conditions.

I. DEFINITIONS

1. Class Counsel means Disability Rights Advocates.
2. Effective Date means the date that the District Court's approval of the Agreement becomes final, meaning it is not subject to further appeal either because no appeal was taken within the time allowed for appeal or an appeal was taken but has been resolved without any remand for further proceedings or possibility of further appeal.
3. Termination Date means the date 60 days after Defendants provide Class Counsel and the United States with the Final Update as explained in Section III.

II. OBLIGATIONS

4. **Dismissals:** Plaintiffs, Class Members, and Plaintiff-Intervenor agree, subject to approval of the Court where the Action is pending, as outlined in Section 12 of this Agreement, to dismiss this Action in its entirety and with prejudice as to all Defendants, except that the Court will retain jurisdiction over this case to enforce the terms of this Agreement pursuant to the terms of the dispute resolution procedure below. The Parties agree to the issuance of orders of dismissal with prejudice (attached as **Exhibit A** to this Agreement) by the Court having jurisdiction over this Action.
5. Defendants will cause the Middletown Road Station to be made accessible in one direction of travel by installing one or more elevators as follows:

- a) Within 12 months of the Effective Date, Defendants will determine which direction of travel at the Middletown Road Station will be made accessible (the “Selected Side”) pursuant to this Agreement, and the number and location of elevators or ramps required (the “Required Elevator(s)”) to make the Selected Side fully compliant with applicable provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, their related regulations, and the New York City Human Rights Law. Upon determining the Selected Side, Defendants will notify counsel for Plaintiff and Plaintiff-Intervenor of Defendants’ determination.
- b) Defendants shall cause the Required Elevator(s) to be installed for the Selected Side.
- c) Defendants, and any contractors whom Defendants retain, will cause the Required Elevator(s) to be installed and constructed for the Selected Side in a manner fully compliant with applicable provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, their related regulations, and the New York City Human Rights Law.
- d) Defendants will oversee the installation and construction of the Required Elevator(s) for the Selected Side with the same level of diligence and care generally applicable to New York City Transit construction projects.
- e) Defendants will use commercially reasonable efforts to have the installation and construction of the Required Elevator(s) substantially complete within seven (7) years of the date the Court approves the Agreement per Section VII (the “Substantial Completion Date”).

- f) For purposes of this Settlement Agreement, the installation and construction of the Required Elevator(s) will be complete when the Required Elevator(s) are open to the public for use (the “Completion Date”).

III. REPORTS AND MONITORING

6. Beginning one year after the Effective Date, Defendants will provide an annual update to Class Counsel and the United States on the status of the work that has been performed under the Settlement Agreement, including whether Defendants are on track to meet the timelines set forth in the Settlement Agreement.

7. Defendants will notify Class Counsel and the United States within 90 days after the Completion Date (the “Final Update”).

IV. UNFORESEEN DELAY

8. In the event an unforeseen circumstance occurs that prevents Defendants or any party Defendants have contracted with or engaged to perform the construction contemplated by this Agreement from substantially completing construction by the Substantial Completion Date, Defendants will notify Plaintiffs and Plaintiff-Intervenor in writing within 30 days after Defendants become aware of the unforeseen circumstance. The Parties will then engage in a meet-and-confer process whereby Defendants will provide their views to Plaintiffs and Plaintiff-Intervenor as to how such unforeseen circumstance will affect performance and the actions, if any, being taken as a result, and will consult with Plaintiffs and Plaintiff-Intervenor to receive their views as to the unforeseen circumstance, its effect on performance and any actions being taken by Defendants as a result. Following such meet-and-confer, Defendants will proceed as they deem appropriate, recognizing that Plaintiffs and Plaintiff-Intervenor reserve their right to challenge any actions taken or not taken by Defendants in response to the unforeseen circumstance to the extent that such actions or inactions are inconsistent with the Agreement.

Any such disputes would be subject to the dispute resolution process set forth in Section VI below.

V. JURISDICTION

9. The Court will retain jurisdiction over this Agreement, including the power to adjudicate any dispute or controversy between the Parties concerning the interpretation of the terms of the Agreement or the enforcement of it as described in Section VI, and shall end on the Termination Date, including any extension thereof.

10. Notwithstanding this Section, the Agreement shall remain in effect pending the conclusion of any dispute resolution proceedings, action to enforce the Agreement, or request for attorneys' fees pending at the time of the Termination Date.

VI. DISPUTE RESOLUTION

11. Any disputes arising from the Settlement Agreement will be resolved according to the following procedure:

- (a) If any Party believes that any other Party has not complied with the Settlement Agreement's provisions, that Party will notify counsel for the other Parties of such non-compliance.
- (b) The Parties will meet and confer in good faith within 10 business days after a written notification of a dispute is raised by any Party to discuss and try to resolve such dispute.
- (c) If the dispute is not resolved after 30 days of meet and confer efforts, any Party may submit such dispute to the Court for resolution.
- (d) All Parties retain all rights under applicable law to seek fees and costs incurred in connection with any successful motion to obtain resolution of a dispute, and any Party may object to any such application.

VII. PROCEDURE FOR CLASS SETTLEMENT

12. The Parties will take the following steps to ensure that this Agreement is approved by the Court and becomes effective, as follows:

- a. **Preliminary Approval:** Within 30 days of execution of this Agreement by all Parties, Class Counsel will:
 - (i) File a motion for preliminary approval of this Agreement;
 - (ii) File this Agreement with the Court; and
 - (iii) Request entry by the Court, on the earliest date acceptable to the Court, of the Proposed Order Granting Motion for Preliminary Approval of Class Settlement, Directing Issuance of Settlement Notice, and Scheduling Hearing on Final Approval.
 - (iv) Plaintiff-Intervenor and Defendants agree to file papers stating that they do not oppose the motion for preliminary approval.
- b. **Class Notice Procedure:**
 - (i) Class Notice will include, in plain language: (1) A summary of the substantive relief included in this Agreement; (2) the date of the hearing on the final approval of the Agreement with a clear statement that the date may change without further notice to the Class; (3) the deadline for submitting objections to the Agreement; (4) contact information for Class Counsel to answer questions by telephone or email; (5) the address for Class Counsel's website; and (6) instructions on how to access

the case docket via PACER or in person at the Court's locations.

- (ii) A Short Form Notice will also be developed highlighting the Agreement and providing a link at which the full Notice and Agreement can be found.
- (iii) The Notice will be published in English and Spanish within 30 days after Preliminary Approval, and will be posted as follows until the deadline for submitting objections has passed:
 1. Class Counsel will post the Notice in a prominent place on its website and will distribute the Notice by email to stakeholders.
 2. Plaintiffs BILS and DIA will distribute the Notice electronically to their consumers/members.
 3. Defendants will translate the Notice into Spanish, post the Notice, in both English and Spanish, on at least two places on their website, including the "Accessibility" portion thereof, and distribute the Notice via the Systemwide Accessibility Team's newsletter.
 4. The Notice will be provided in a format that is accessible to persons with disabilities.
 5. Each Party will bear its own costs for publication of the Notice in accordance with Class Notice Procedure outlined above.

- (iv) Within 10 days of the filing of a motion for preliminary approval of this Agreement, Defendants will serve the notices required by the Class Action Fairness Act, 28 U.S.C. § 1715.
 - (v) At least 14 days before the Fairness Hearing, Class Counsel and counsel for Defendants will provide a declaration to the Court attesting to the manner in which they disseminated the Notice consistent with this Agreement.
- c. **Fairness Hearing and Final Approval:** The Parties will request that the Court schedule and conduct a Fairness Hearing, with the opportunity for remote participation, to address the fairness of this Agreement settling Plaintiffs' and Plaintiff-Intervenor's claims against Defendants and to decide whether there will be final approval of the settlement embodied in this Agreement.
 - (i) At the Fairness Hearing, Plaintiffs will move for final approval of the Agreement and to dismiss this Action in its entirety and with prejudice.
 - (ii) The Fairness Hearing will take place at a date allowing for such period of notice to the class as the Court may direct, and in accordance with the Class Action Fairness Act, 28 U.S.C. § 1715.
- d. **Agreement to Cooperate:** Class Counsel, counsel for Plaintiff-Intervenor, and counsel for Defendants agree to cooperate fully with one another with respect to seeking Court approval of this Agreement. All

counsel agree to negotiate in good faith and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Agreement.

- e. **Effect of Non-Approval:** In the event the Agreement is not approved by the Court or the Court's approval is appealed and reversed, the parties to the Agreement shall be deemed to have reverted to their respective positions in the Action immediately prior to the execution of the Agreement and the parties shall proceed in all respects as though the Agreement and any related orders had not been entered.

VIII. RELEASE OF CLAIMS

13. Effective upon the Effective Date, named Plaintiffs, Plaintiff-Intervenor, and all Class Members hereby release Defendants, including the individually named defendants, along with any present, former, and future parents, subsidiaries, affiliates, members, successors, and assigns, as well as all present, former, and future officers, directors, trustees, managers, employees, attorneys, agents, and representatives of the foregoing entities, and any heirs, attorneys, agents, or representatives of the foregoing individuals, from any and all claims, actions, proceedings, suits, accounts, contracts, controversies, agreements, promises, judgments, rights, sanctions and demands, and causes of action of any nature whatsoever, known or known, whether arising under federal, state, common, or foreign law, that (a) were asserted in this Action; or (b) could have been asserted in this Action and relate to the failure to provide stair-free paths of travel at the Middletown Road Station upon alteration of the Station, including, but not limited to, claims under the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and the New York City Human Rights Law, except that Plaintiffs, Plaintiff-Intervenors, and Class Members are not hereby releasing:

- a. All claims relating to the payment of attorneys' fees and costs with respect to the Action;
- b. Claims relating to the enforcement of this Agreement;
- c. Their rights pursuant to the settlement agreement that resolved the matter titled Center for Independence of the Disabled New York, et al. v. Metropolitan Transportation Authority, et al., No. 153765/2017 (N.Y. Sup. Ct.), as such agreement relates to the non-Selected Side of the Middletown Road Station; or
- d. As Plaintiffs have sought only injunctive relief in this Action, Class Members who are not named Plaintiffs do not release any claims for damages.

IX. ATTORNEYS' FEES AND COSTS

14. Class Counsel shall be entitled to seek from the Court an award of its attorneys' fees, costs, and any other expenses in connection with this Action to be paid by Defendants, and Defendants shall be entitled to oppose such an award under any available grounds.

- a) Class Counsel and Defendants will first try to reach agreement on the amount of such an award. If they are able to reach agreement on that amount, Class Counsel and Defendants will present a stipulation to that effect to be approved by the Court upon or following the Effective Date of this Agreement.
- b) If Class Counsel and Defendants are not able to reach agreement on the amount of such award, Class Counsel may file a motion seeking the payment of its fees, costs and other expenses to be paid by Defendants, which motion shall be returnable no earlier than 30 days following the Effective Date, and Defendants may oppose said motion under any available grounds.

- c) Class Counsel reserves all rights to seek fees, costs and other expenses incurred after the Effective Date for work performed to satisfy Class Counsel's obligations to the Class regarding Defendants' compliance with their obligations as enumerated in this Agreement, provided that the fees and costs in connection with the monitoring of compliance with this Agreement will be capped at 10 hours of work per year, except that such cap will not apply if Class Counsel must submit a dispute to the Court for resolution under Paragraph 11. Defendants reserve their right to challenge any such request for the payment of such fees, costs and expenses.
- d) No fees, costs, or expenses will be paid by Defendants to counsel for the United States.
- e) Nothing in this section shall limit or alter the ability of either Class Counsel or Defendants to assert any right available under applicable law.

X. OTHER MATTERS

15. Entire Agreement: This Agreement contains all the agreements, conditions, promises, and covenants among the Parties, and supersedes all prior or contemporaneous agreements, drafts, representations, or understandings, either written or oral, with respect to the subject matter of the present Agreement. All Parties agree that no representations, warranties, or promises have been made by or relied upon by any Party hereto, other than those contained herein.

16. Modification: The terms and conditions of this Agreement can be amended only by written agreement of the Parties or by order of the District Court upon motion with notice to all Parties.

17. Execution: The Parties agree that this Agreement may be executed in counterparts and by electronic means, and all such counterparts taken together will be deemed to constitute one and the same agreement.

18. Interpretation: This Agreement was drafted as a result of arm's length negotiations among the Parties. Whereas the language of this Agreement will be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties. Where required by context, the plural includes the singular and the singular includes the plural, and the terms "and" and "or" will mean "and/or."

19. Governing Law: All terms of this Agreement will be governed and interpreted by the laws of the State of New York, without regard to New York's conflict of laws principles.

20. No Admission of Liability: This Agreement is not intended as, nor will it be construed in any way as, an admission or concession, direct or indirect, express or implied, by any of the Defendants or any person or entity currently or formerly affiliated with any Defendant, that any Defendant, person, or entity has violated any laws, regulations, orders, rules, or otherwise acted in any unfair or improper manner.

21. Severability: If any provision or provisions of this Agreement are found to be contrary to law other than the Paragraph VIII concerning the Release of Claims, the Parties agree that the remaining provisions will not be affected and will remain in full force and effect, and such invalid or unenforceable provision shall automatically be deemed rewritten to the minimal extent necessary to eliminate such invalidity or unenforceability.

22. Additional Documents: To the extent any documents are required to be executed by any of the Parties to effectuate this Agreement, each Party hereto agrees to execute and deliver such and further documents as may be required to carry out the terms of this Agreement.

23. Binding on Successors: The provisions of the Agreement shall be binding upon, and shall inure to the benefit of, the successors, assigns, heirs, executors, administrators, parent entities, subsidiaries, and affiliates of the respective Parties.

24. Notices: Unless otherwise specified in this Agreement, any and all written notices and Annual Reports that are required and/or requested herein may be forwarded by email, certified mail, return receipt requested, overnight delivery, or hand delivery during business hours to:

(a) To the Plaintiffs:

Disability Rights Advocates
Attn: Stuart Seaborn
2001 Center Street, Fourth Floor
Berkeley, CA 94704
sseaborn@dralegal.org

(b) To Plaintiff-Intervenor United States of America

United States Attorney's Office
Southern District of New York
Civil Division
c/o Lara Eshkenazi & Ellen Blain
86 Chambers Street, 3rd Floor
New York, NY 10007

(c) To the Defendants:

Littler Mendelson, P.C.
Attn: Eric D. Witkin, Shawn M. Clark
900 Third Avenue
New York, NY 10022
EWitkin@littler.com
SMClark@littler.com

The Parties may designate in writing alternate addresses for any notices to be provided.

IN WITNESS WHEREOF, the Parties hereto, being duly authorized, have executed this Agreement:

Dated: September 27, 2023

Bronx Independent Living Services

DocuSigned by:
Yaw Appiadu
98FB4168265449A
By: Yaw Appiadu

Dated: _____

Disabled In Action of Metropolitan New York

By: Jean Ryan

Dated: _____

Robert Hardy

Dated: _____

Rodolfo Diaz

Dated: 9/27/23

Plaintiff-Intervenor the United States of America

DAMIAN WILLIAMS
United States Attorney for the
Southern District of New York

By: 

Lara K. Eshkenazi
Ellen Blain
Assistant United States Attorneys
86 Chambers Street, 3rd Floor
New York, New York 10007
Tel.: (212) 637-2758/2743
E-mail: lara.eshkenazi@usdoj.gov

Dated: _____

Metropolitan Transportation Authority

By: Janno Lieber in his Official Capacity as
Acting Chair and Chief Executive Officer of the
Metropolitan Transportation Authority

Dated: September 26, 2023

Disabled In Action of Metropolitan New York

DocuSigned by:
Jean M Ryan

By: Jean Ryan

Dated: _____

Robert Hardy

Dated: _____

Rodolfo Diaz

Dated: _____

Plaintiff-Intervenor the United States of America

DAMIAN WILLIAMS
United States Attorney for the
Southern District of New York

By: _____

Lara K. Eshkenazi
Ellen Blain
Assistant United States Attorneys
86 Chambers Street, 3rd Floor
New York, New York 10007
Tel.: (212) 637-2758/2743
E-mail: lara.eshkenazi@usdoj.gov

Dated: _____

Metropolitan Transportation Authority

By: Janno Lieber in his Official Capacity as
Acting Chair and Chief Executive Officer of the
Metropolitan Transportation Authority

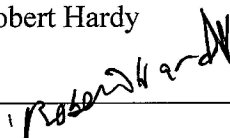
Dated: _____

Disabled In Action of Metropolitan New York

By: Jean Ryan

Dated: Sept. 27, 2023

Robert Hardy



Dated: _____

Rodolfo Diaz

Dated: _____

Plaintiff-Intervenor the United States of America

DAMIAN WILLIAMS
United States Attorney for the
Southern District of New York

By: _____

Lara K. Eshkenazi
Ellen Blain
Assistant United States Attorneys
86 Chambers Street, 3rd Floor
New York, New York 10007
Tel.: (212) 637-2758/2743
E-mail: lara.eshkenazi@usdoj.gov

Dated: _____

Metropolitan Transportation Authority

By: Janno Lieber in his Official Capacity as
Acting Chair and Chief Executive Officer of the
Metropolitan Transportation Authority

Dated: _____

Disabled In Action of Metropolitan New York

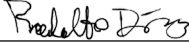
By: Jean Ryan

Dated: _____

Robert Hardy

Dated: September 28, 2023

Rodolfo Diaz

DocuSigned by:

248CA9C91660480...

Dated: _____

Plaintiff-Intervenor the United States of America

DAMIAN WILLIAMS
United States Attorney for the
Southern District of New York

By: _____
Lara K. Eshkenazi
Ellen Blain
Assistant United States Attorneys
86 Chambers Street, 3rd Floor
New York, New York 10007
Tel.: (212) 637-2758/2743
E-mail: lara.eshkenazi@usdoj.gov

Dated: _____

Metropolitan Transportation Authority

By: Janno Lieber in his Official Capacity as
Acting Chair and Chief Executive Officer of the
Metropolitan Transportation Authority

Dated: _____ Disabled In Action of Metropolitan New York

By: Jean Ryan

Dated: _____ Robert Hardy

Dated: _____ Rodolfo Diaz


Dated: _____ Plaintiff-Intervenor the United States of America

DAMIAN WILLIAMS
United States Attorney for the
Southern District of New York

By: _____
Lara K. Eshkenazi
Ellen Blain
Assistant United States Attorneys 86
Chambers Street, 3rd Floor New York, New
York 10007 Tel.: (212) 637-2758/2743
E-mail: lara.eshkenazi@usdoj.gov

Dated: September 29, 2023

Metropolitan Transportation Authority


By: Janno Lieber in his Official Capacity as
Chair and Chief Executive Officer of the
Metropolitan Transportation Authority

Dated: 9/28/2023

New York City Transit Authority



By: Richard A. Davey in his Official Capacity as
President of the New York City Transit Authority

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BRONX INDEPENDENT LIVING SERVICES, a nonprofit organization, DISABLED IN ACTION OF METROPOLITAN NEW YORK, a nonprofit organization, ROBERT HARDY, an individual, and RODOLFO DIAZ, an individual, et al.,

Plaintiffs,

-against-

METROPOLITAN TRANSPORTATION AUTHORITY, a public benefit corporation, JANNO LIEBER in his official capacity as chairman and chief executive officer of the Metropolitan Transportation Authority, NEW YORK CITY TRANSIT AUTHORITY, a public benefit corporation, and RICHARD DAVEY in his official capacity as president of the New York City Transit Authority,

Defendants.

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

-against-

METROPOLITAN TRANSPORTATION AUTHORITY
And NEW YORK CITY TRANSIT AUTHORITY,

Defendants.

No. 16 Civ. 05023 (ER)

**STIPULATION OF
DISMISSAL WITH
PREJUDICE PURSUANT
TO F.R.C.P. 41(a)(1)(A)(ii)**

IT IS HEREBY STIPULATED and agreed by and between the undersigned attorneys for the parties, that, pursuant to Fed. R. Civ. P. 41(a)(1)(ii), this action, including all claims and counterclaims having been settled by separate settlement agreement (the “Agreement”), is hereby dismissed with prejudice except that the Court will retain jurisdiction over this case for the limited purpose of adjudicating any dispute or controversy between the Parties concerning the

interpretation of the terms of the Agreement. Attorneys' fees will be borne pursuant to Section ____ of the Agreement.

IT IS FURTHER STIPULATED and agreed that this stipulation of voluntary discontinuance may be executed in counterparts and facsimile or electronic signatures will be deemed originals for purposes of filing this stipulation with the Court.

Dated: New York, New York

Disability Rights Advocates

By: _____
Rebecca J. Rodgers
Chloe Holzman
Rebecca C. Serbin
655 Third Avenue, 14th Floor
New York, NY 10017
Counsel for Plaintiffs and Class Counsel

DAMIAN WILLIAMS
United States Attorney for the
Southern District of New York

By: _____
Lara K. Eshkenazi
Ellen Blain
Assistant United States Attorneys
86 Chambers Street, 3rd Floor
New York, New York 10007
Tel.: (212) 637-2758/2743
E-mail: lara.eshkenazi@usdoj.gov

Counsel for Plaintiff-Intervenor the United States

Littler Mendelson, P.C.

By: _____

Eric D. Witkin

Shawn Matthew Clark

Rebecca Goldstein

900 Third Avenue

New York, NY 10022

Counsel for Defendants

SO ORDERED: _____