

This settlement agreement (the “Agreement”) is entered into as of the Effective Date (as defined below), by and between (a) the Center for Independence of the Disabled, New York; Bronx Independent Living Services; and other named Plaintiffs¹, acting on their own behalf and on behalf of the Settlement Class defined below (collectively, the “Plaintiffs”), on the one hand; and (b) The Metropolitan Transportation Authority (“MTA”), the New York City Transit Authority, Janno Lieber in his official capacity as Chair and Chief Executive Officer of the MTA, and Richard Davey in his official capacity as President of the New York City Transit Authority (together, the “Transit Defendants” and collectively with the Plaintiffs, the “Parties”), on the other, in full settlement of the following pending litigations in the United States District Court for the Southern District of New York (the “Federal Court Action”) and in the Supreme Court of New York, New York County (the “State Court Action”):

- a) *Center for Independence of the Disabled, New York, et al. v. Metropolitan Transportation Authority, et al.* No. 153765/2017 (N.Y. Sup. Ct. N.Y. Co.); and
- b) *De La Rosa et al. v. Metropolitan Transportation Authority et al.* No. 19-cv-04406 (ER) (S.D.N.Y.) (together, the “Actions”).

RECITALS

WHEREAS, on April 25, 2017, the Plaintiffs filed the State Court Action, a putative class action lawsuit in the Supreme Court of New York, New York County (No. 153765/2017), and on May 15, 2019, the Plaintiffs filed the Federal Court Action, a putative class action lawsuit in the United States District Court for the Southern District of New York (No. 19-cv-4406); the Federal Court Action was subsequently amended on August 8, 2019, February 6, 2020, and October 30, 2020;

WHEREAS, the operative complaints in the Actions assert allegations related to the accessibility of the MTA’s subway stations for people whose disabilities make the use of stairs difficult or impossible and who require stair-free paths of travel in the New York City subway system;

WHEREAS, the State Court Action alleged violations of the New York City Human Rights Law, N.Y.C. Admin. Code § 8-101, *et seq.* (the “City Human Rights Law”) and the Federal Court Action alleged violations of Title II of the Americans with Disabilities Act (the “ADA”), 42 U.S.C. § 12131, *et seq.*, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, *et seq.*, as well as the City Human Rights Law;

WHEREAS, the Defendants to both Actions, including the Transit Defendants and the City of New York (together, the “Defendants”), have denied the allegations in the operative complaints in the Actions and deny any wrongdoing on the part of any of the Defendants;

¹ Brooklyn Center for Independence of the Disabled, Harlem Independent Living Center, Disabled In Action of Metropolitan New York, New York Statewide Senior Action Council, Sasha Blair Goldensohn, Dustin Jones, Jessica De La Rosa, and Jean Ryan.

WHEREAS, the Parties have agreed to settle all claims asserted against all Defendants in the Actions;

NOW THEREFORE, without any admission or concession by the Plaintiffs of any lack of merit of the Action, and without any admission or concession of any liability or wrongdoing or lack of merit in the defenses by the Defendants,

IT IS HEREBY STIPULATED AND AGREED, by and among the Parties to this Agreement, through their respective attorneys, subject to approval of the relevant Courts pursuant to Rule 23 of the Federal Rules of Civil Procedure and N.Y. CPLR 908, that all claims in the Actions shall be compromised, settled, released as described below, and dismissed with prejudice, upon and subject to the following terms and conditions:

Settlement Agreement

- 1. Dismissals:** Plaintiffs agree in their individual and representative capacities, subject to approval of both of the courts where the Actions are pending, to dismiss the Actions in their entirety and with prejudice, subject to the provisions of Section 28 below, as to all Defendants, and agree to the issuance of orders of dismissal with prejudice, subject to the provisions of Section 28 below, by the courts having jurisdiction over the Actions in the forms annexed hereto as Exhibits 1 and 2.
- 2. Commitment to Maximum Accessibility:** The Transit Defendants commit to maximizing the number of Accessible Stations (as defined below) in the New York City subway system pursuant to the terms of this Agreement. (This commitment is referred to in this Agreement as “Maximum Accessibility”). For purposes of this Agreement, an “Accessible Station” or “Accessible Stations” means a New York City subway station or stations that has or have one or more stair-free paths of travel and such other types of accessibility improvements that the Transit Defendants undertake to ensure compliance with the ADA when elevators or ramps are added to a subway station to create a stair-free path of travel. (Such elevators and/or ramps, together with such other types of station accessibility improvements, are referred to collectively as the “Transit Defendants’ Accessibility Improvements”.)
- 3. Definitions:** The capitalized terms used in this Agreement shall have the definitions assigned to them. All other terms will be interpreted according to their plain and ordinary meaning. Use of the term “including” shall mean “including without limitation” whether or not so indicated.
- 4. Transit Facilities Portion:** The Parties agree and acknowledge that all funding allocations, grants, contingencies and formulas contained in this Agreement, including the funding contingencies outlined in Sections 6, 9 and 10 below, refer solely to the New York City Transit portion of the MTA’s Twenty Year Needs Assessments (as defined in this Agreement) and Capital Plans (the “Transit Facilities Portion”).

- 5. Issuance of an RFP or its Equivalent for a Minimum of 81 Stations:** The Transit Defendants will issue one or more requests for proposal (“RFPs”) or their equivalent for a minimum of an additional 81 Accessible Stations with respect to the Transit Defendants’ capital plans (each, a “Capital Plan”) up to and including the 2020-2024 Capital Plan, subject to the funding contingencies described in Section 6 below (collectively, the “Designated Stations”). These 81 Designated Stations are in addition to the 129 stations that were already accessible or for which station accessibility contracts had already been awarded at the time of the adoption of the 2020-2024 Capital Plan. The 81 Designated Stations will include the stations that were designated to become Accessible Stations in the Transit Facilities Portion of the approved MTA 2020-2024 Capital Plan or prior Capital Plans as of February 21, 2020. The 81 Designated Stations will consist of the following:
- a) 67 Designated Stations that were contained in the approved 2020-2024 Capital Plan (two of which are “half” stations² that are already accessible in one direction);
 - b) 4 Designated Stations that were added to the 2015-2019 Capital Plan by amendment in coordination with approval of the 2020-2024 Capital Plan; and
 - c) 10 Designated Stations previously included in the 2015-2019 or 2010-2014 Capital Plans that had not been awarded by February 21, 2020 (one of which is a “half” station that is already accessible in one direction).
- 6. 2020-2024 Funding Contingencies:** The issuance of an RFP or its equivalent for each of the 81 Designated Stations is contingent on the Transit Defendants’ receipt of funding for the MTA’s 2020-2024 Capital Plan as follows:
- a) If \$35.389 billion³ or more in funding is ultimately obtained for the Transit Facilities Portion of the 2020-2024 Capital Plan (the “Transit Facilities Funding Amount”), the Transit Defendants will commit to designating no less than 14.69% of that amount to creating Accessible Stations.
 - b) If the Transit Facilities Funding Amount is ultimately less than \$35.389 but not less than \$30 billion, the Transit Defendants will commit to designating no less than 12% of that amount to creating Accessible Stations.
 - c) If the Transit Facilities Funding Amount is ultimately less than \$30 billion but not less than \$20 billion, the Transit Defendants will commit to designating no less than 10% of that amount to creating Accessible Stations.

² A “half” station is a subway station that is accessible in one direction.

³ The Parties acknowledge and agree that this figure is the current amount of the Transit Facilities Portion of the approved 2020-2024 Capital Plan. But, it is subject to change. The actual number could, depending on funding needs and availability, ultimately be higher or lower.

- d) If the Transit Facilities Funding Amount is ultimately less than \$20 billion, the Transit Defendants will engage in good-faith discussions with Plaintiffs with respect to the appropriate expenditure commitment and number of Designated Stations to be made accessible for the 2020-2024 Capital Plan, except that, whether or not such discussions result in any agreement, the Transit Defendants will continue to create Accessible Stations that have already been awarded to a contractor for construction.
- e) As counsel for the Parties have discussed, it is not easy to predict exactly how many stations could be made accessible at the funding amounts below \$35.389 billion because the cost of creating an Accessible Station differs considerably from station to station. The Transit Defendants need to retain flexibility in order to make accessible those stations that have the greatest impact on subway riders, including disabled riders. At the same time, the Transit Defendants agree to work with Plaintiffs with respect to the prioritization of stations to be made accessible at the lower funding levels.
- f) The number of Designated Stations set forth above may be reduced or increased from time-to-time to reflect estimated or actual project costs and/or schedule impacts, including but not limited to impacts from the COVID-19 pandemic.
- g) The amount of money designated by the Transit Defendants to create Accessible Stations will be deemed to include all costs directly attributable to creating an Accessible Station, including but not limited to hard and soft construction costs and regardless of whether such costs are in-house or external.

7. Deadlines for Issuing an RFP or its Equivalent for Capital Plans through the 2020-2024 Capital Plan: Subject to the funding and schedule contingencies above, the Transit Defendants will issue one or more RFPs or the equivalent for creating Accessible Stations at the applicable number of Designated Stations on the following timeline:

Number of RFPs Issued	Deadline
A minimum of 25% of the total number of Designated Stations	Completed
A minimum of 60% of the total number of Designated Stations	End of 2023
The remainder of the Designated Stations, subject to real estate acquisition or parkland alienation issues.	End of 2025

8. Substitutions of Designated Stations for Capital Plans up to and Including the 2020-2024 Capital Plan: Notwithstanding the fact that the 81 Designated Stations have

already been identified, the Transit Defendants will have the right to substitute other stations for one or more of the Designated Stations. The Transit Defendants may elect such substitutions for the following purposes, without limitation, to: (i) enhance community benefits, (ii) accelerate the implementation schedule, (iii) increase the cost-effectiveness of creating Accessible Stations in the transit facilities capital program, (iv) avoid conflicts or gain synergies with other construction work, (v) protect public safety in connection with an emergency situation or transit emergency, (vi) avoid or mitigate adversely impacting the passenger experience or service reliability offered by the Transit Defendants, and (vii) minimize interference with the Transit Defendants' facilities and/or operations. The Transit Defendants may also elect such substitutions in the event that the creation of any Accessible Station is required, by law or pursuant to Section 17(d) below, at one or more subway stations that were not among the originally Designated Stations. The Transit Defendants will consult with Plaintiffs as to the identity of any station substituted for a currently Designated Station, and will in good faith consider any comments from Plaintiffs. Notwithstanding the foregoing, the Transit Defendants will have ultimate authority to decide on any substitutions. If the Transit Defendants reject any of Plaintiffs' proposals regarding the substitution of stations, the Transit Defendants will provide Plaintiffs with an explanation as to why the Transit Defendants rejected any such proposal.

9. Beyond 2024/Subsequent Capital Plans:

- a) The Transit Defendants will propose specific amounts for creating Accessible Stations for each future Capital Plan (beginning with the 2025-2029 Capital Plan, and continuing until Maximum Accessibility is achieved) (collectively, the "Subsequent Capital Plans" and each a "Subsequent Capital Plan") as identified and prioritized during the Twenty Year Needs Assessment process (as defined herein) consistent with the terms of this Agreement. The Twenty Year Needs Assessment process is a statutory requirement that is the foundation of the MTA's capital planning process (the "Twenty Year Needs Assessment" or "Assessment"). The Twenty Year Needs Assessment will be required to be updated every five years in advance of the MTA's Five Year Capital Plan—which is the MTA's proposed investments over the next five years ("Five Year Capital Plan")—with the Twenty Year Needs Assessment corresponding to the next Capital Plan due by October 1, 2023. Each update contains the MTA's planned capital expenditures for the next upcoming Five Year Capital Plan, as well as the MTA's projections for the succeeding three Five Year Capital Plans. Successive updates of the Twenty Year Needs Assessment will continue to include specific amounts for creating Accessible Stations until Maximum Accessibility is achieved, as follows:
 - i. The Transit Defendants commit that Plaintiffs will be included, through feedback to the Transit Defendants' Office of the Chief Accessibility Officer, in the development of each of the Twenty Year Needs Assessments that includes Subsequent Capital Plans with respect to creating Accessible Stations. The Transit Defendants will send Plaintiffs a draft of the accessibility investments portion of each Twenty Year Needs Assessment when it is available for their

review. Plaintiffs, by and through counsel, will provide feedback to the Transit Defendants within twenty-one (21) days of receipt of the draft.

- ii. Each Twenty Year Needs Assessment beginning in 2023 will assume the need for funding to create Accessible Stations for each of the four Subsequent Capital Plans included in such Assessment that meets the following criteria:
 1. The assumed funding need for creating Accessible Stations will comprise at least 14.69% of the total needs identified in the Twenty Year Needs Assessment for each Subsequent Capital Plan, provided that State of Good Repair and Normal Replacement funding needs (both defined herein) jointly comprise not more than 75% of the total needs for such Subsequent Capital Plan. (This may result in an assumed funding need for accessibility that is higher than the level of funding for accessibility in the 2020-2024 Capital Plan.)
 - a. “State of Good Repair” and “Normal Replacement” funding refer to the amount of funding allocated to designated State of Good Repair (“SGR”) and Normal Replacement (“NR”) projects, which is distinct from the funding allocated to System Improvement (“SI”), Network Expansion (“NE”), and administrative projects.
 - b. The following categories of the New York City Transit capital program typically constitute SGR and NR projects:
 - i. Subway Cars
 - ii. Buses
 - iii. Passenger Stations
 - iv. Track
 - v. Line Equipment
 - vi. Line Structures
 - vii. Signals & Communication (including Communications-Based Train Control)
 - viii. Traction Power
 - ix. Shops & Yards

- x. Depots
 - xi. Service Vehicles
 - xii. Misc./Emergency
 - xiii. Staten Island Railway
- c. The following definitions of SGR, NR, and other project designations are representative of longstanding MTA practice:
- i. State of Good Repair (SGR) projects renew assets that have surpassed their useful life, to achieve SGR;
 - ii. Normal Replacement (NR) projects renew assets that are nearing the end of their useful life, to preserve SGR;
 - iii. System Improvement (SI) projects enhance the network, providing new capabilities and a better customer experience;
 - iv. Network Expansion (NE) projects extend the reach of the MTA network, expanding the service offering; and
 - v. Administrative projects (e.g., insurance, scope development) are not assigned needs codes.
- d. The designation of projects in any Capital Plan as SGR, NR, SI, NE, or Administrative will be consistent with longstanding MTA practice, as recognized by the Capital Program Review Board (“CPRB”) through its approval of Capital Plans.
- e. Projects to create Accessible Stations are not designated SGR or NR. Other representative examples of projects that are not designated SGR or NR include (but are not limited to) the following:
- i. System expansion to provide entirely new subway lines or stations;
 - ii. Purchase of additional subway cars or buses to expand the total passenger capacity of the fleet;
 - iii. Installation of new artwork in subway stations;

- iv. Construction of new passenger transfer connections between stations;
- v. Installation of new customer-facing amenities, such as information screens (excluding upgrades of existing systems);
- vi. Installation of new devices or new technologies to enhance safety or operations (excluding upgrades of existing systems);
- vii. Deployment of cameras or other safety/security systems at new locations;
- viii. Construction of new substations or other traction power upgrades for the purpose of increasing the capacity of a line; and
- ix. Modifications to bus depots to support the transition to all-electric buses.

- 2. If SGR and NR funding needs jointly comprise more than 75% of the total needs of a Subsequent Capital Plan, then the minimum funding need for accessibility will be reduced proportionally below 14.69%, subject to Section 9(a)(ii)(3) below. Specifically, for every percentage point above 75% that is needed for SGR and NR, the minimum funding need for accessibility will be reduced by 0.59 percentage points. For example, if SGR and NR needs comprise 76% of the total needs, accessibility will comprise at least 14.10% of total needs.
- 3. If SGR and NR funding needs jointly comprise 86.33% or more of the total needs of a Subsequent Capital Plan, the minimum funding need for accessibility will comprise at least 8% of total needs.

- iii. The Transit Defendants commit to make diligent, reasonable and good faith efforts to seek approval from the CPRB for each such Subsequent Capital Plan, bearing in mind that the approval of all Capital Plans by the CPRB and the actual commitment of funding sources in approved Capital Plans are outside of the Transit Defendants' control.

10. Subsequent Capital Plan Funding Contingencies:

- a) If the Transit Defendants are unsuccessful in securing the full funding for a Subsequent Capital Plan as proposed in the Twenty Year Needs Assessment, and that Capital Plan is ultimately approved at a lower funding level than what was

proposed, then the following contingency funding provisions and percentages will apply. These provisions and percentages will apply regardless of whether a future Capital Plan covers a standard five-year period, or if it covers a shorter or longer period, though they will be adjusted by the number of years involved.

- i. If the Subsequent Capital Plan Amount is less than the amount proposed in the Twenty Year Needs Assessment but is greater than or equal to the Inflation-Adjusted (as defined in Section 10(a)(v) below) value of \$35.389 billion, the Transit Defendants will commit to designating no less than 14.69% of the Subsequent Capital Plan Amount to creating Accessible Stations, provided that projects designated State of Good Repair (SGR) and Normal Replacement (NR) collectively comprise not more than 75% of the Subsequent Capital Plan Amount, and:
 1. SGR and NR are defined as in Section 9, above.
 2. If SGR and NR funding needs jointly comprise more than 75% of the Subsequent Capital Plan Amount, then the minimum funding for accessibility will be reduced proportionally below 14.69% (subject to Section 9(a)(ii)(3) above). Specifically, for every percentage point above 75% that is designated for SGR and NR, the minimum funding for accessibility will be reduced by 0.59 percentage points. For example, if SGR and NR needs comprise 76% of the Subsequent Capital Plan Amount, then accessibility will comprise at least 14.10% of the Subsequent Capital Plan Amount.
 3. If SGR and NR funding needs jointly comprise 86.33% or more of the Subsequent Capital Plan Amount, then the minimum funding for accessibility will comprise at least 8% of the Subsequent Capital Plan Amount.
- ii. If the ultimately obtained Subsequent Capital Plan Amount is less than the Inflation-Adjusted value of \$35.389 but not less than the Inflation-Adjusted value \$30 billion, the Transit Defendants will commit to designating no less than 12% of the Subsequent Capital Plan Amount to creating Accessible Stations.
- iii. If the ultimately obtained Subsequent Capital Plan Amount is less than the Inflation-Adjusted value of \$30 billion but not less than the Inflation-Adjusted value of \$20 billion, the Transit Defendants will commit to designating no less than 10% of the Subsequent Capital Plan Amount to creating Accessible Stations.

- iv. If the ultimately obtained Subsequent Capital Plan Amount is less than the Inflation-Adjusted value of \$20 billion, the Transit Defendants will engage in good-faith discussions with Plaintiffs with respect to the appropriate expenditure commitment for and number of additional Accessible Stations for the Subsequent Capital Plan, although the final decision on such issues will remain with the Transit Defendants, subject to the other provisions of this Agreement.
- v. For purposes of this Agreement, Inflation-Adjusted means that dollar values will be adjusted based on the ENR New York Building Cost Index (BCI) for the base year of 2020 to the first year of the relevant Subsequent Capital Plan.
- vi. All Parties acknowledge that such contingency funding must take into account Transit Defendants' ability to: (i) address major critical State of Good Repair and/or Normal Replacement needs (as defined above) that were not anticipated in the most recent Twenty Year Needs Assessment (including, but not limited to, the need for repairing damage after a natural disaster or other major unplanned event), or (ii) prevent a material decline in service reliability. If the contingency funding percentages above would jeopardize the Transit Defendants' ability to address these unexpected critical need(s) or the ability to avoid such a material decline in service reliability, and hence cannot be achieved, the Transit Defendants will so notify Plaintiffs and inform them as to how the Transit Defendants will advance as many Accessible Station projects as practicable, until the unexpected critical need(s) are resolved.

11. Maximum Accessibility:

- a) The Transit Defendants will publish on their website a projection at the completion of each Capital Plan (2024, 2029, and so on) an estimate of how many Accessible Stations they will be able to construct by the end of the following Capital Plan, based on the most recent published update of the Twenty Year Needs Assessment as well as their progress toward achieving Maximum Accessibility. The MTA website will continue to be updated with the completion of every additional Accessible Station.
- b) Stations will be prioritized for inclusion in specific Capital Plans based on selection criteria. Such criteria will include, but not be limited to: citywide geographic coverage; transit transfer options; annual ridership volume; census tract data for senior and disabled populations and percentage of those populations in poverty; residential density of surrounding neighborhoods; and proximity to medical centers, schools, parks, business districts, cultural hubs and senior centers. The evaluation and weighting of these criteria will be performed at the Transit Defendants' sole discretion, consistent with their nondiscrimination

obligations under Title VI of the Civil Rights Act of 1964. The Transit Defendants may also consider the substitution criteria described in Section 8 above.

- c) As part of reaching Maximum Accessibility as described herein, the Transit Defendants will, subject to the terms of this Agreement, make Accessible Stations of all existing stations where staircases, escalators, platforms, or mezzanines were newly constructed or altered from May 15, 2016 through the Effective Date of this Agreement. These stations will be included in the Subsequent Capital Plans included in future updates of the Twenty Year Needs Assessment, and will be prioritized for inclusion in specific Capital Plans based on the substitution criteria described in Section 8 above and the prioritization criteria described in Section 11(b) above.
- d) In agreeing to achieve Maximum Accessibility under this Agreement as set forth above, the Transit Defendants agree that the intent of the Parties is ultimately to achieve as close to all stations being Accessible Stations as is practicable, recognizing that there will likely be a small number of existing stations where full stair-free paths of travel will be infeasible. The Transit Defendants agree to revisit feasibility issues during each capital planning process to account for new technologies and innovations that may make stair-free paths of travel feasible at stations which were previously deemed infeasible. Transit Defendants commit that 95% of the MTA's 364 currently inaccessible subway stations must become Accessible Stations to satisfy Maximum Accessibility as defined herein. "Infeasibility" here would not operate to reduce the minimum percentage of accessibility (95% of the MTA's 364 currently inaccessible stations) for purposes of satisfying Maximum Accessibility. The Transit Defendants commit to consider in designating stations as infeasible, factors including, but not limited to, those set forth in Sections 8 and 11(b) above.

12. Progress in Issuing an RFP or its Equivalent: The Transit Defendants commit to administer the contracts awarded to create Accessible Stations with the same degree of care, scrutiny, and timeliness that the Transit Defendants provide with respect to other third-party construction projects.

13. Federal, State, and Local Accessibility Grant Funding: The Transit Defendants will make reasonable efforts to obtain any new federal, state, and/or local grant funding that may be made available for funding the creation of Accessible Stations. If new funding, the eligibility for which is exclusively dedicated to funding Accessible Station projects, is obtained by the Transit Defendants, then the Transit Defendants will devote such new funding to such projects that will be in addition to the Accessible Station projects that are funded by the then-current Capital Plan. An example of a new funding source whose eligibility is exclusively dedicated to funding accessibility projects is the All Stations Accessibility Program in the Infrastructure Investment and Jobs Act.

14. Privately Constructed Accessibility Projects: Any subway stations that are made Accessible Stations by private developers at no cost to the Transit Defendants, including

any stations made accessible as part of the Zoning for Accessibility program, will not count toward the Transit Defendants' Accessible Station obligations as set forth in this Agreement.

15. Force Majeure Contingencies: The Transit Defendants will not be liable for a failure to perform any obligation under this Agreement, including but not limited to their obligation to issue RFPs or their equivalents, or for a delay suffered in the performance of the Transit Defendants' obligations under this Agreement, as a proximate result of (i) an act of God, (ii) the inability to obtain labor, equipment, supplies or material, (iii) unexpected delays in delivery of equipment, supplies, or materials, (iv) enemy action, terrorism, civil commotion, earthquake, flood, hurricane, extreme weather, fire or casualty, war, hostilities, invasion, insurrection, riot, mob violence, malicious mischief, or sabotage, (v) strikes, lockouts or similar labor issues, (vi) incidence of disease or other illness that reaches outbreak, epidemic, endemic and/or pandemic proportions or other like causes affecting the area in which the Accessible Station project is located and/or the labor and/or supply chain, (vii) an order or injunction from a governmental authority or a court of competent jurisdiction which prohibits or delays the performance of the work, (viii) the action or inaction of a governmental authority (other than the Transit Defendants' exercise of their rights, obligations and remedies under this Agreement) or changes in legal requirements after any RFP or its equivalent has been issued, which delays performance of the applicable work, (ix) real estate acquisition or parkland alienation issues, (x) actions needed to be undertaken to protect public safety, including actions taken in connection with an emergency situation or transit emergency, (xi) actions needed to be undertaken to respond to changes in legal requirements applicable to the Transit Defendants beyond those noted in subsections (vii) and (viii) above (e.g., statutes enacted at the federal or state level), (xii) any other cause beyond the reasonable control of the Transit Defendants which has the effect of delaying or preventing the Transit Defendants' performance of their obligations under this Agreement, or (xiii) delays caused by delays in labor or materials caused by COVID-19, or an order issued by a governmental authority with applicable jurisdiction, in response to the existence of a pandemic as defined by the Centers for Disease Control and Prevention, which order requires the Transit Defendants (or anyone acting by, through or under any of them) to take actions (or prohibits such person from taking actions) the result of which delays the performance of such obligation. For the sake of clarity, the Parties acknowledge that performance may be delayed or prevented as a result of a force majeure event only for the particular station or stations affected and only for so long as such force majeure event persists (e.g., if there is a strike that affects the construction of an elevator at a particular station, that event will only excuse performance for that station and only for so long as that strike persists). Should such events arise, the Transit Defendants will promptly notify Plaintiffs of the occurrence of the event, and engage in a meet-and-confer process with Plaintiffs, whereby the Transit Defendants will provide their views to Plaintiffs as to how such event will affect performance and the actions, if any, being taken as a result, and will consult with Plaintiffs to receive Plaintiffs' views as to the event, its effect on performance and any actions being taken by the Transit Defendants as a result. Following such meet-and-confer, the Transit Defendants will proceed as they deem appropriate, recognizing that the Plaintiffs reserve their right to challenge any actions

taken or not taken by the Transit Defendants in response to the event to the extent the Plaintiffs regard such actions or inactions as inconsistent with this Agreement. Any such disputes would be subject to the dispute resolution process set forth in Section 28 below. All obligations not affected by the above force majeure events will remain in force.

16. Timing and Milestones:

- a) It is the Parties' expectation that the creation of additional Accessible Stations identified via Section 5, 6, 7, 9 and 10 above will be completed or in process by 2055, subject to the availability of funding as discussed in those Sections, the lack of any force majeure events, no significant increases (meaning increases over 150%) to the Inflation-Adjusted cost of creating an Accessible Station, and subject to any modifications to the obligations under this Agreement negotiated by the Parties pursuant to Section 23 below, if applicable, and the other provisions of this Agreement, including but not limited to Section 10(a)(vi). For purposes of this Section 16(a), the 150% increase with respect to the cost of creating an Accessible Station will be calculated using as a base the average per-station cost of creating an Accessible Station for all stations for which such work was done that were funded in the 2020-2024 Capital Program and awarded to contractors for construction (including design-build construction). For the purpose of calculating the average per-station cost of creating an Accessible Station under this Section 16(a), the cost of any improvement made when elevators or ramps are added to a subway station to create a stair-free path of travel, as described in Section 2 above that is funded out of the Transit Defendants' accessibility projects budgets will be included. The determination of whether the cost of accessibility improvement work amounts to an increase of the over 150% of Inflation-Adjusted cost will occur after RFPs have been issued for each set of milestones (described in subsection (b) below) that occur following the determination of the baseline cost.
- b) It is also the Parties' expectation that the additional Accessible Stations identified via Sections 9 and 10 above (that is, not including the 81 Designated Stations under Sections 5 and 6 above for the 2020-2024 Capital Plan) will have RFPs or their equivalent issued consistent with the following schedule, again subject to the availability of funding as discussed in Sections 9 and 10 above, the lack of any force majeure events, no significant increases (meaning increases over 150%) to the Inflation-Adjusted cost of creating Accessible Stations, and subject to any modifications to the obligations under this Agreement negotiated by the Parties pursuant to Section 23 below, if applicable, and the other provisions of this Agreement, including but not limited to Section 10(a)(vi):
 - i. 85 additional Accessible Stations by 2035;
 - ii. another 90 additional Accessible Stations by 2045; and
 - iii. another 90 additional Accessible Stations by 2055.

- c) The above schedule is dependent on the availability of sufficient funding for accessibility in the Subsequent Capital Plans that will cover the time periods up to each milestone in Section 16(b) above. In the event that the actual funding for accessibility is insufficient to achieve the number of Accessible Stations by each milestone, then the numbers of Accessible Stations due by each milestone will be reduced, and Accessible Station projects will be assigned consistent with the prioritization criteria in 11(b) above.
- d) The Transit Defendants will be in compliance with the provisions of this Section 16 so long as they have issued RFPs or their equivalent for at least 75% of the numbers of stations listed in Section 16(b) above by the dates indicated in that Section, or at least 75% of the proportionally reduced numbers of stations as calculated per this Section 16(d). If the Transit Defendants fail to do so, they will be required to demonstrate that such failure was due to one or more of the factors listed in Section 16(b) above. Should the average cost of creating an Accessible Station exceed 150% as described in Section 16(a) above, the milestone obligations will remain in effect but be proportionally reduced. Any time Transit Defendants fail to meet these milestones, they will provide Plaintiffs a written explanation of the reasons why they were unable to meet these milestones. The written explanation will also propose the steps Transit Defendants intend to take to make up for the shortfall consistent with the other terms of this Agreement, including but not limited to those set forth in Sections 9(a) and 11 above regarding Maximum Accessibility.
- e) The terms of this Agreement will end one year following substantial completion of the number of stations sufficient to obtain Maximum Accessibility as defined herein.

17. Renovations:

- a) The Parties acknowledge and agree that, subject to sub-sections (b), (c), and (d) below, for any “Qualifying Station Project” (as defined below), the Transit Defendants will create an Accessible Station as follows:
 - i. A “Qualifying Station Project” is defined as any existing station at which all station “components” rated 3 or higher on the Transit Defendants’ Station Condition Survey are addressed as part of a project performed by and at the cost of the Transit Defendants where the final total cost of the station project at contract completion is Inflation-Adjusted \$50 million or more.
 - ii. For the avoidance of doubt, any station at which *only* “component” work is being performed will *not* trigger an obligation on behalf of the Transit Defendants to create an Accessible Station. “Component

work” means and refers to routine repairs and cosmetic changes to stations, such as replacement of tiles.

- b) *Exemption for 2015-2019 Qualifying Station Projects*: For purposes of this Agreement, Plaintiffs agree this trigger will not apply to any Qualifying Station Project that is part of the 2015-2019 capital program.
- c) *Exemption for Infeasibility*: The Transit Defendants will be exempt from their obligation to create an Accessible Station as part of a Qualifying Station Project if it would not be feasible to do so.
 - i. For purposes of physical infeasibility pertaining to renovations under this section, “feasible” will be defined in accordance with its definition in the ADA and its implementing regulations. *See* 42 U.S.C. § 12147(a); 49 C.F.R. § 37.43; 49 C.F.R. pt. 37 App. D. *See Bronx Indep. Living Servs. v. Metro. Transportation Auth.*, No. 16 CIV. 5023 (ER), 2021 WL 1177740 (S.D.N.Y. Mar. 29, 2021).
 - ii. If the Transit Defendants determine that it is not feasible to create a particular Accessible Station as part of a Qualifying Station Project, they will notify Plaintiffs of such determination and the reasons for such determination, and engage in a meet-and-confer process with Plaintiffs, whereby the Transit Defendants will explain the basis for their determination, consult with Plaintiffs and receive Plaintiffs’ reactions to that determination. Following such a meet-and-confer, the Transit Defendants will proceed as they deem appropriate, recognizing that the Plaintiffs reserve their right to challenge any such determination to the extent they consider it to be inconsistent with this Agreement.
 - iii. The exemption for infeasibility set forth in this section will not be construed to limit the definition of Maximum Accessibility under Section 11 above.
- d) *Relationship to Designated Stations*: Any Qualifying Station Project that arises during the 2020-2024 Capital Plan will not increase the number of Designated Stations pursuant to Sections 5-8 above. Instead, each Qualifying Station Project will substitute for one of the Designated Stations listed above. The Transit Defendants will consult with Plaintiffs as to the identity of the Designated Station that will be substituted with a Qualifying Station Project, and will consider Plaintiffs’ comments in good faith, although the Transit Defendants will maintain the ultimate authority to decide on the substitution. If the Transit Defendants reject any of Plaintiffs’ proposals regarding the substitution of stations, they will explain to Plaintiffs why they have rejected the proposal. The same principles will apply in future Capital Plan periods. Nor will any Qualifying Station Project

increase the obligations of the Transit Defendants pursuant to Sections 9 and 10 above.

- 18. New Stations:** The Transit Defendants agree that any newly-constructed stations will be Accessible Stations.
- 19. Class Certification:** The settlement will be on behalf of a settlement class (the “Settlement Class”), which will consist of all people whose disabilities make the use of stairs difficult or impossible and who require stair-free paths of travel in the New York City subway system.
- 20. Plaintiffs’ Releases:** Effective upon the Effective Date of this Agreement, named Plaintiffs and all Settlement Class members irrevocably and unconditionally release, acquit, and forever discharge the 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 unknown, whether arising under federal, state, common, or foreign law, that (a) were asserted in any of the Actions; (b) could have been asserted in any of the Actions and that relate to providing stair-free paths of travel in New York City subway stations; (c) seek as relief, in whole or in part, an order requiring the Defendants to modify any subway station to add an elevator or otherwise provide stair-free paths of travel in New York City subway stations, whether or not due to or as part of any station renovation or other alteration; or (d) otherwise seek any type of equitable, injunctive or declaratory relief requiring Defendants to provide any stair-free paths of travel in New York City subway stations, provided that nothing set forth in this provision will release any claims relating to the enforcement of this Agreement. The Parties intend this release to have the maximum effect permissible under applicable law and precedent.
- 21. Defendants’ Release:** Upon the Effective Date of this settlement, the Transit Defendants will release as against named Plaintiffs, and all other Settlement Class members and their respective agents, attorneys, and representatives, all claims and causes of action of every nature and description that arise out of or relate in any way to the institution, prosecution, or settlement of the claims alleged in the Actions, except for claims relating to the enforcement of the Agreement.
- 22. Role of the Federal Government:** The Parties agree to use their commercially reasonable efforts to obtain the approval of the Federal Government with respect to the provisions of this Agreement. If the Federal Government nonetheless imposes burdens on the Transit Defendants more onerous than those set forth here, the Parties will renegotiate this Agreement so that the overall burdens on the Transit Defendants remain

substantially the same as those set forth in this Agreement. The term “Federal Government” as used above will include all branches, agencies and offices of the federal government, including but not limited to the FTA and the Department of Justice.

23. Effect of Additional Legal Obligations: The Parties acknowledge and agree that in the event that, subsequent to the date of this Agreement, as a result of any change in local, State or Federal rule (excluding rules issued by the Transit Defendants themselves), regulation, administrative order, law, or any court order, decision or judgment, whether in this matter or otherwise, or any legally binding settlement of any legal proceeding, the improvements necessary to create an Accessible Station increase or change in scope, extent, duration or in any other way that creates an additional obligation or imposes additional costs as compared to the Transit Defendants’ practices with respect to the Transit Defendants’ Accessibility Improvements as of the date of this Agreement, then:

- a) Any additional costs associated with any such increase or change will be paid for by the funding described in this Agreement, including but not limited to Sections 5, 6, 9 and 10 above;
- b) The Transit Defendants’ milestone and other timing commitments described in this Agreement will be proportionately extended. Should such an extension be necessary, the Transit Defendants will notify and engage in a meet-and-confer process with Plaintiffs, whereby the Transit Defendants will explain the basis for the extension, consult with Plaintiffs, and receive Plaintiffs’ reactions to the extension. Following such meet-and-confer, the Transit Defendants will proceed as they deem appropriate, recognizing that the Plaintiffs reserve their right to challenge any such determination to the extent they consider it to be inconsistent with this Agreement; and
- c) Nothing in Section 23 alters the obligations related to additional external funding laid out in Section 13 above.

24. Reporting: The Transit Defendants, by and through the Chief Accessibility Officer, will create and share with Plaintiffs progress reports every six (6) months demonstrating:

- a) The progress with timelines for creating Accessible Stations pursuant to approved Capital Plans and the Twenty Year Needs Assessment as outlined in Sections 5-10 and 16 above;
- b) The status of funding and Capital Plan requests, as well as contingency funding mechanisms triggered, made pursuant to Sections 5-10 and 16 above;
- c) Any delays discovered pursuant to Sections 7 and 16 above;
- d) Any station substitutions made pursuant to Section 8 above;
- e) Any federal, state, or local grants available pursuant to Section 13 above;

- f) Any privately constructed Accessible Stations made pursuant to Section 14 above;
- g) Any Qualifying Station Projects under Section 17 above; and
- h) Any determinations of infeasibility made pursuant to Section 17(c)(ii) above.

25. Notice: Unless otherwise indicated in the Agreement, all notifications, communications, consultation, or information-sharing required by this Agreement will be in writing by email and overnight mail addressed as follows, unless counsel for any party notifies counsel for the other party in writing:

- a) To Plaintiffs:
c/o class counsel:
Rebecca Rodgers
Disability Rights Advocates
655 Third Avenue, Fourteenth Floor
New York, NY 10017-5621

CC to class counsel:
Daniel Brown
SHEPPARD MULLIN RICHTER
& HAMPTON LLP
30 Rockefeller Plaza
New York, NY 10112-0015

- b) To the Transit Defendants:
Metropolitan Transportation Authority
2 Broadway
New York, NY 10004
Quemuel Arroyo, Chief Accessibility Officer
Quemuel.arroyo@mtahq.org
Paige Graves, General Counsel
Paige.graves@mtahq.org

CC to counsel:
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Allan J. Arffa
Aarffa@paulweiss.com
Gregory F. Laufer
Glauffer@paulweiss.com

26. Preliminary Approval, Notice to the Class, and Objections: Within thirty (30) days of the full execution of this Agreement, Plaintiffs will (1) file the Agreement in the Federal Court Action and the State Court Action; (2) file a motion in the Federal Court Action identified above for an order preliminarily approving the settlement described herein; and (3) file a motion in the State Court Action identified above for an order preliminarily approving the settlement described herein. Such motions will also seek final approval of the Agreement in each Action following notice by Plaintiffs to the Settlement Class in each Action, providing an opportunity for any objections to be raised. No later than thirty (30) days after the court in each Action grants preliminary approval, Plaintiffs' counsel will provide appropriate notice to the Settlement Class in both of the Actions, and provide the opportunity for any objections to the settlement prior to final approval. All Parties to this Agreement agree to cooperate in attempting to obtain preliminary and final approval of the Agreement by both of the courts in the Actions.

27. Final Approval: This Agreement will be subject to the final approval of the courts in both of the Actions. If any of the courts in either of the Actions does not grant final approval of the Agreement or if the final approval of any such court is reversed on appeal, then, unless such decision is subject to further appeal, the Agreement will become null and void, have no further force or effect, and will not be admissible in or otherwise used for any purpose in any of the Actions or otherwise.

28. Continuing Jurisdiction/Dispute Resolution: In the event of any dispute with respect to this Agreement, any party will first notify the other party in writing of any perceived non-compliance with the terms of this Agreement, or any other perceived dispute related to the terms, processes, or obligations set forth in this Agreement by such other party. Unless otherwise agreed to by the Parties, with respect to any particular dispute, the Parties agree, following the notice described in the first sentence of this Section 28, to meet and confer in good faith, within fifteen (15) business days after receipt of such notification. If the meet-and-confer process does not lead to a resolution of the dispute, then, no sooner than fifteen (15) business days after providing the other Parties with written notice of an intent to terminate the meet and confer process, the Parties will initiate a mediation. Such mediation will be held pursuant to the mediation procedures of the New York Office of Judicial Arbitration and Mediation Services, Inc. ("JAMS"), using a mediator—who will be free to make recommendations if the mediator finds it appropriate—to be agreed upon at that time by the Parties from the JAMS New York Office mediator list. If the Parties fail to agree on a mediator, the New York Office of JAMS will appoint one. The Parties further agree that, in the event mediation is unsuccessful, all disputes with respect to the compliance, interpretation, and enforcement of the Agreement will be resolved by Judge Edgardo Ramos of the United States District Court for the Southern District of New York. In the event that Judge Ramos ceases to serve as a district court judge or otherwise becomes unavailable, the Parties will jointly request the Chief Judge of the United States District Court of the Southern District of New York to appoint a replacement for Judge Ramos for this matter. Once effective, this Agreement will be subject to continuing jurisdiction of the United States District Court

for the Southern District of New York (the “Court”). The Court will retain jurisdiction over this Agreement, including the power to enter orders concerning this Agreement and adjudicate any dispute or controversy between the Parties concerning the interpretation of the terms or enforcement of the Agreement, which jurisdiction will end on the Termination Date. Class counsel may petition the Court for reasonable attorneys’ fees and costs in connection with dispute resolution work pursuant to this section in accordance with applicable law, provided that the Transit Defendants reserve their rights to challenge any such petition.

- 29. Settlement Purposes Only:** This Agreement will not be offered, introduced, used, or considered as evidence in any judicial, administrative, or other proceeding, except to the extent necessary to obtain approval of the Agreement, or, once effective, to enforce the terms of this Agreement, and will not be filed with the Court for any other purpose.
- 30. Construction:** This Agreement will be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. In the event of any action, suit, arbitration, dispute, or proceeding affecting the terms of this Agreement, no weight will be given to any deletions or striking out of any of the terms of this Agreement contained in any draft of this Agreement and no such deletion or strike out will be entered into evidence in any such action, suit, arbitration, dispute, or proceeding, nor given any weight therein.
- 31. Governing Law:** All terms of this Agreement will be governed by and interpreted according to the substantive laws of New York, without regard to New York’s conflict of laws principles.
- 32. Amendment or Modification:** The Agreement may be modified only by means of a superseding written agreement, signed by all of the Parties or counsel for all of the Parties.
- 33. Entire Agreement:** This Agreement contains all the agreements, conditions, promises, and covenants among Plaintiffs and the Transit Defendants regarding matters set forth in it. No representations, warranties, or promises have been made or relied upon by any party hereto, other than those contained herein. This Agreement supersedes all prior or contemporaneous agreements, drafts, representations, or understandings, either written or oral, with respect to the subject matter of the present Agreement.
- 34. 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 such Defendant, person or entity has violated any laws, including but not limited to the ADA, the New York City Human Rights Laws or any other federal, state, or local anti-discrimination or other law, regulation, order, or rule, or otherwise acted in any unfair or improper manner. The Parties further agree, for sake of clarity, that if this

Agreement is not finally approved, or is otherwise nullified for any reason, the Parties will return to their positions preceding this Agreement, and the Transit Defendants and other individually named defendants to the Actions will retain all rights to defend against and challenge Plaintiffs' claims in the Actions.

35. Severability: The terms of this Agreement are not severable, but are interdependent and have been agreed to only as a whole by the Parties.

36. Transit Defendants: Whenever an action is to be taken by the Transit Defendants hereunder, the Transit Defendants may designate either one of the Transit Defendants, or an authorized representative, to take such action on behalf of the Transit Defendants.

37. Execution Authority: Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, subject to Court approval, and the undersigned Plaintiffs' counsel represent that they are authorized to execute this Agreement on behalf of the Plaintiffs and the Settlement Class.

38. Effective date: The Agreement will become effective (the "Effective Date") upon the later of:

- a) Entry of a final judgment in the Federal Court Action described above approving the settlement as a class settlement in accordance with Rule 23 of the Federal Rules of Civil Procedure and adjudging it to be fair, reasonable, and adequate; dismissing the complaints in those Actions with prejudice, on the merits, and without costs; and the expiration of ten (10) days after all appeals and/or rights to appeal from the final judgment or to apply for judicial review of the final judgment have been exhausted or permitted to expire (and the judgment having been sustained in all respects in the event any such appeal has been taken); or
- b) Entry of a final judgment in the State Court Action described above approving the settlement as a class settlement in accordance with New York Civil Practice Law and Rules 901 *et seq.* and adjudging it to be fair, reasonable, and adequate; dismissing the complaint in that Action with prejudice, on the merits, and without costs, and the expiration of ten (10) days after all appeals and/or rights to appeal from the final judgment or apply for judicial review of the final judgment have been exhausted or permitted to expire (and the judgment having been sustained in all respects in the event any such appeal has been taken).

39. Attorneys' Fees and Costs:

- a) Plaintiffs may apply to the applicable State or Federal Court for an award of reasonable attorneys' fees and costs to be assessed against the Transit Defendants in an amount not to exceed \$4.5 million in total (meaning that the amount of fees and costs applied for in the State Court Action plus the amount

of fees and costs applied for in the Federal Court Action may not exceed \$4.5 million) for all work performed by plaintiffs' attorneys or their consultants through the date of final approval of this Agreement, provided that (a) Plaintiffs must provide to the Transit Defendants and the Courts hourly billing and other records supporting such fees and costs, and (b) the Transit Defendants reserve their rights to challenge the reasonableness of such fees and costs before both Courts.

- b) During the term of the Agreement, Plaintiffs may seek from the Transit Defendants reasonable fees and costs for work performed by Plaintiffs' attorneys or their consultants in connection with Plaintiffs' attorneys' work to satisfy their obligations to the Class regarding Transit Defendants' compliance with their obligations as enumerated in this Agreement ("Covered Work"), subject to the following:
- i. The reimbursable fees and costs in connection with Covered Work will be subject to a limit of 100 hours of such work in the aggregate for all attorneys and their consultants per calendar year, except to the extent that Plaintiffs provide a demonstrated good faith justification for a need for Plaintiffs' attorneys and their consultants to perform more than an aggregate of 100 hours of work in a particular year, subject to the Transit Defendants' right to challenge any such justification;
 - ii. Plaintiffs must provide to the Transit Defendants hourly billing and other records supporting the number of hours and dollar amount of the fees and costs of Covered Work for which reimbursement is being sought;
 - iii. The Transit Defendants reserve their rights to challenge any such request for reimbursement; and
 - iv. Any disputes regarding reimbursement for Covered Work sought by Plaintiffs pursuant to this subparagraph (b) will be subject to the dispute resolution procedures set forth in Section 28 above of this Agreement.

40. Execution in Counterparts: This Agreement may be executed in counterparts by or on behalf of the Parties, and a facsimile or .pdf signature will be deemed an original for purposes of executing this Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their fully authorized representatives, have agreed to this Agreement.

Dated: June 6, 2022

Center for Independence of the Disabled, New York



By: Sharon McLennon-Wier

Dated: June 3, 2022

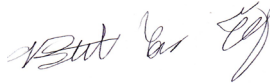
Brooklyn Center for Independence of the Disabled



By: Joseph G. Rappaport

Dated: June 3, 2022

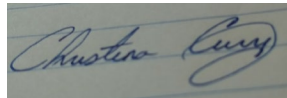
Bronx Independent Living Services



By: Brett Eisenberg

Dated: June 7, 2022

Harlem Independent Living Center



By: Christina Curry

Dated: June 3, 2022

Disabled in Action of Metropolitan New York



By: Jean Ryan

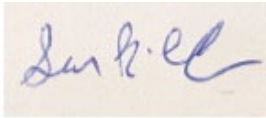
Dated: June 7, 2022

New York Statewide Senior Action Council



By: Maria Alvarez

Dated: June 6, 2022



Sasha Blair-Goldensohn

Dated: June 7, 2022

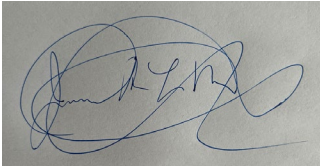


Dustin Jones

Dated: June 3, 2022



Jean Ryan



Dated: June 9, 2022

Jessica De La Rosa

Dated: June 22, 2022

Metropolitan Transportation Authority

By: 

Janno Lieber, in his Official Capacity as Chair and CEO of the Metropolitan Transportation Authority

Dated: June 22, 2022

New York City Transit Authority

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

EXHIBIT 1

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

CENTER FOR INDEPENDENCE OF THE DISABLED, NEW YORK, a nonprofit organization; BROOKLYN CENTER FOR INDEPENDENCE OF THE DISABLED, a nonprofit organization; BRONX INDEPENDENT LIVING SERVICES, a nonprofit organization; HARLEM INDEPENDENT LIVING CENTER, a nonprofit organization; DISABLED IN ACTION OF METROPOLITAN NEW YORK, a nonprofit organization; NEW YORK STATEWIDE SENIOR ACTION COUNCIL, a nonprofit organization; SASHA BLAIR-GOLDENSOHN, an individual; and DUSTIN JONES, an individual, on behalf of themselves and all others similarly situated;

Plaintiffs,

-against-

METROPOLITAN TRANSPORTATION AUTHORITY, a public benefit corporation, VERONIQUE HAKIM, in her official capacity as interim executive director of the Metropolitan Transit Authority, NEW YORK CITY TRANSIT AUTHORITY, a public benefit corporation, DARRYL C. IRICK, in his official capacity as acting president of the New York City Transit Authority, and THE CITY OF NEW YORK,

Defendants.

Index No. 153765/2017

**STIPULATION OF VOLUNTARY
DISCONTINUANCE**

IT IS HEREBY STIPULATED AND AGREED by and among the parties to this action, through their undersigned counsel, pursuant to CPLR 3217(a)(2), that this action, including all claims and counterclaims, having been settled by a separate settlement agreement (the “Agreement”), is hereby discontinued with prejudice. Attorneys’ fees will be borne pursuant to Section 39 of the Agreement. No party to this action is an infant, an incompetent person for whom a committee has been appointed, or a conservatee. No person not a party has an interest in the subject matter of the action.

IT IS FURTHER STIPULATED AND AGREED that all claims brought against all parties, including but not limited to those brought against defendant City of New York, are dismissed.

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 the purposes of filing this stipulation with the Court.

Dated: New York, New York
June 15, 2022

DISABILITY RIGHTS ADVOCATES

Torie Atkinson

Torie Atkinson
Emily Seelenfreund
655 Third Avenue, 14th Floor
New York, NY 10017
Tel: (212) 644-8644
Fax: (212) 644-8636
mcaiola@dralegal.org
tatkinson@dralegal.org
eseelenfreund@dralegal.org

Daniel Brown
**SHEPPARD MULLIN RICHTER
& HAMPTON LLP**
30 Rockefeller Plaza
New York, NY 10112
Tel: (212) 653-8700
Fax: (212) 653-8701

Attorneys for Plaintiffs

So Ordered:

Hon. Shlomo Hagler

**PAUL, WEISS, RIFKIND, WHARTON &
GARRISON LLP**

Gregory F. Laufer

Allan J. Arffa
Gregory F. Laufer
Tamar Holoshitz
1285 Avenue of the Americas
New York, New York 10019
Phone: 212-373-3000
Email: aarffa@paulweiss.com
glauffer@paulweiss.com
tholoshitz@paulweiss.com

*Counsel for Defendants Metropolitan
Transportation Authority, Janno Lieber in his
official capacity as Chair and CEO of the
Metropolitan Transportation Authority, New
York City Transit Authority, and Richard
Davey in his official capacity as President of
the New York City Transit Authority*

**CORPORATION COUNSEL OF THE
CITY OF NEW YORK**

Martin Bowe
100 Church Street, Room 2-167
New York, NY 10007
Phone: (212) 356-0894
Email: mbowe@law.nyc.gov

Counsel for Defendant City of New York

EXHIBIT 2

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JESSICA DE LA ROSA, JEAN RYAN, BRONX INDEPENDENT LIVING SERVICES, BROOKLYN CENTER FOR INDEPENDENCE OF THE DISABLED, CENTER FOR INDEPENDENCE OF THE DISABLED, NEW YORK, DISABLED IN ACTION OF METROPOLITAN NEW YORK, HARLEM INDEPENDENT LIVING CENTER, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

METROPOLITAN TRANSPORTATION AUTHORITY, PATRICK FOYE, in his official capacity as chair and chief executive officer of the Metropolitan Transportation Authority, NEW YORK CITY TRANSIT AUTHORITY, SARAH FEINBERG, in her official capacity as acting President of the New York City Transit Authority, and the CITY OF NEW YORK,

Defendants.

Case No. 19-cv-04406 (ER)

**STIPULATION OF
DISMISSAL**

IT IS HEREBY STIPULATED AND AGREED by and between the parties to this action, through their undersigned counsel, pursuant to Fed. R. Civ. P. 41(a)(1)(ii), that this action, including all claims and counterclaims, having been settled by a separate settlement agreement (the “Agreement”), is hereby dismissed with prejudice except that the Court will retain jurisdiction over this case to enforce the terms of the agreement. Attorneys’ fees will be borne pursuant to Section 39 of the Agreement.

IT IS FURTHER STIPULATED AND AGREED that all claims brought against all parties, including those brought against defendant City of New York, are dismissed.

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 the purposes of filing this stipulation with the Court.

Dated: New York, New York
June , 2022

DISABILITY RIGHTS ADVOCATES



Rebecca Rodgers
Chloe Holzman
Jelena Kolic
655 Third Avenue, 14th Floor
New York, NY 10017
Tel: (212) 644-8644
Fax: (212) 644-8636
rrodgers@dralegal.org

Daniel Brown
**SHEPPARD MULLIN RICHTER
& HAMPTON LLP**
30 Rockefeller Plaza
New York, NY 10112
Tel: (212) 653-8700
Fax: (212) 653-8701

Attorneys for Plaintiffs

So Ordered:

Hon. Edgardo Ramos

**PAUL, WEISS, RIFKIND, WHARTON &
GARRISON LLP**



Allan J. Arffa
Gregory F. Laufer
Tamar Holoshitz
1285 Avenue of the Americas
New York, New York 10019
Phone: 212-373-3000
Email: aarffa@paulweiss.com
glaufer@paulweiss.com
tholoshitz@paulweiss.com

*Counsel for Defendants Metropolitan
Transportation Authority, Janno Lieber in his
official capacity as Chair and CEO of the
Metropolitan Transportation Authority, New
York City Transit Authority, and Richard
Davey in his official capacity as President of
the New York City Transit Authority*

**CORPORATION COUNSEL OF THE
CITY OF NEW YORK**

Martin Bowe
100 Church Street, Room 2-167
New York, NY 10007
Phone: (212) 356-0894
Email: mbowe@law.nyc.gov

Counsel for Defendant City of New York