UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK

TANYA JACKSON, an individual; and CENTER FOR INDEPENDENCE OF THE DISABLED, NEW YORK, a nonprofit organization; on behalf of themselves and all others similarly situated,

Plaintiffs,

-against-

QUEENS BOROUGH PUBLIC LIBRARY, BOARD OF TRUSTEES OF QUEENS BOROUGH PUBLIC LIBRARY, and the CITY OF NEW YORK.

Defendants.

No. 19-cv-6656-ST

ORDER GRANTING FINAL APPROVAL OF CLASS SETTLEMENT, CERTIFYING SETTLEMENT CLASS, APPROVING ATTORNEYS' FEES AND COSTS

WHEREAS, on November 26, 2019, the Named Plaintiffs filed a putative class action lawsuit in the United States District Court for the Eastern District of New York (No. 19-cv-6656-ST) (the "Action") alleging that Defendants failed to ensure full and equal access to the Hunters Point Library ("HPL") in Long Island City, Queens for persons with mobility disabilities;

WHEREAS, the Named Plaintiffs seek relief against the Queens Borough Public Library ("QBPL"), and Board of Trustees of Queens Borough Public Library for alleged violations of Title III of the Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12181, *et seq.*; against the City of New York for alleged violations of Title II of the ADA, 42 U.S.C. § 12131, *et seq.*; and against all Defendants for alleged violations of Section 504 of the Rehabilitation Act ("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, the Named Plaintiffs and the Defendants (collectively, the "Parties"), through their respective counsel, have reached a proposed class-wide settlement agreement

("Settlement Agreement"), filed at ECF No. 87-1, that resolves the claims raised in this action by Plaintiffs;

WHEREAS, the Court[1] issued an order preliminarily approving the Settlement Agreement and certifying the proposed settlement class ("Settlement Class" or "Class"), and ordering the dissemination of notice to the Settlement Class, on June 13, 2025;

WHEREAS, the Parties, having disseminated class notice to the Settlement Class and in accordance with the Class Action Fairness Act and received just one objection;

WHEREAS, Plaintiffs have moved for an order finally approving the Settlement Agreement, including an award of attorneys' fees and costs, and certifying the Settlement Class;

WHEREAS, Defendants do not oppose the Plaintiffs' Motion;

WHEREAS, the Court has presided over proceedings in the above-captioned action, including the Fairness Hearing on October 9, 2025, and has reviewed the pleadings and papers on file, and finds good cause appearing,

IT IS HEREBY ORDERED AS FOLLOWS:

1. Unless otherwise stated, the terms in this Order have the meaning set forth in the Settlement Agreement, filed at ECF No. 87-1.
2. Nothing contained in this Order is intended to, nor shall be construed to, modify any of the terms of the Settlement Agreement.
3. The Court has jurisdiction over the subject matter of this action and personal jurisdiction over the Named Plaintiffs, the certified Settlement Class, and Defendants.

[1] On May 14, 2025, District Court Judge Diane Gujarati referred Plaintiffs' motion for class certification and preliminary approval of settlement to Magistrate Judge Steven Tiscione, and the Parties subsequently consented to Magistrate Judge Tiscione's jurisdiction over all proceedings in the case. *See* ECF No. 95.

4. The action is certified as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on the following terms:

    a. The proposed Class is certified pursuant to Rules 23(a) and 23(b)(2) of the Federal Rules of Civil Procedure for purposes of settlement as follows:

        > All persons with mobility disabilities who visit, have visited, or intend to visit Hunters Point Library, or who have been deterred from visiting Hunters Point Library because of its alleged inaccessibility.

    b. The Class meets the requirements for class certification under Rule 23(a) of the Federal Rules of Civil Procedure because: (1) the number of class members is so numerous that joinder of all class members is impracticable; (2) there are questions of law or fact common to the Class; (3) the claims of the Named Plaintiffs are typical of those of the Class; and (4) the Named Plaintiffs and their counsel will fairly and adequately protect the interests of the Class.

    c. As required by Rule 23(a)(1) of the Federal Rules of Civil Procedure, the Class is "so numerous that joinder of all members is impracticable." There are tens of thousands of individuals who meet the class definition.

    d. As required by Rule 23(a)(2) of the Federal Rules of Civil Procedure, there are a number of questions of law or fact common to the Class. These common questions include Defendants' compliance with the ADA, Rehabilitation Act, and NYCHRL throughout the design, approval, and construction of HPL, and they are capable of resolution through common answers.

    e. As required by Rule 23(a)(3) of the Federal Rules of Civil Procedure, the Named Plaintiffs' claims are typical of the claims of the Class. Each Class member's claims arise from their current exclusion, due to their disabilities, from many parts

of HPL, and all Class members would benefit from the relief afforded under the proposed Settlement Agreement.

f. As required by Rule 23(a)(4) and Rule 23(g) of the Federal Rules of Civil Procedure, the Named Plaintiffs fairly and adequately protect the interests of the plaintiff Class in that: (i) Plaintiffs Tanya Jackson and Center for Independence of the Disabled, New York ("CIDNY") do not have interests that are antagonistic to the interests of the Class because they share the same goal of eliminating access barriers at HPL, and seek the same relief in remediation of those barriers; and (ii) the proposed Class counsel, Disability Rights Advocates ("DRA"), are qualified, experienced, and capable of protecting and advancing the interests of the Class.

g. As required by Rule 23(b)(2) of the Federal Rules of Civil Procedure, Defendants have acted or refused to act on grounds that apply generally to the Class, so that final injunctive relief is appropriate respecting the Class as a whole.

5. The Court hereby finally appoints Plaintiffs Tanya Jackson and CIDNY as Class Representatives.

6. The Court hereby finally appoints DRA, Plaintiffs' attorneys of record, as Class Counsel.

7. The Court hereby finds that class notice has been effectuated in accordance with the terms of the Court's Preliminary Approval Order, ECF No. 91-1, that the notice constituted valid, due, and sufficient notice to the Settlement Class, and that only one Settlement Class member objected to the terms of the Settlement Agreement without providing a basis to the Court for that objection.

8. The Court hereby grants final approval of the terms and conditions contained in the proposed Settlement Agreement. The Court finds that the Settlement Agreement is fair,

reasonable, and adequate, and is the product of arm's length, serious, informed, and non-collusive negotiations between experienced and knowledgeable counsel.

9. The Court hereby approves the negotiated award of Plaintiffs' attorneys fees and costs in the amount of $170,000.

10. Pending further order from the Court, all proceedings in this Action, except those contemplated herein and in the Settlement Agreement, shall be stayed.

11. The Court retains jurisdiction over the Settlement Agreement for the purpose of adjudicating any disputes or controversies between the Parties concerning the interpretation of the terms of the Agreement or the implementation of the Agreement, including disputes over attorneys' fees and costs.

IT IS SO ORDERED.

DATED: October 9, 2025

Steven Tiscione

Honorable Steven Tiscione
United States Magistrate Judge