

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

YANA HIT PADILLA TORRES, ARLET MACARENO, WENDY GARCIA, LINA CARRION, SILVIA SORIANO, MARIA IRMA HENRIQUEZ, ELENA JIMENEZ, GRACIELA SIMBANA, OUMOU SYLLA, SOLEDAD JULIA HILARES HUARCA DE RUIZ, PEMA SHERPA, XIAO FAN LI and the VIOLENCE INTERVENTION PROGRAM,

Plaintiffs,

v.

THE CITY OF NEW YORK, MAYOR MICHAEL BLOOMBERG, RAYMOND W. KELLY, COMMISSIONER OF THE NEW YORK CITY POLICE DEPARTMENT, in his individual and official capacities, NEW YORK CITY POLICE OFFICER VINCENZO TRADOLSE, in his individual capacity; NEW YORK CITY POLICE OFFICER CHRISTOPHER FURDA, in his individual capacity, OFFICER SWEETING, in his individual capacity, NEW YORK CITY POLICE OFFICERS JOHN/JANE DOES #1 THROUGH #24 in their individual capacities,

Defendants.

No. 13 CV 00076 (MKB)(RER)

**(PROPOSED) STIPULATION AND  
ORDER OF SETTLEMENT EXTENSION**

**RECITALS**

**WHEREAS** by Order dated May 24, 2017, the Court endorsed the Stipulation and Order of Settlement (the “Stipulation of Settlement”) in this matter; and

**WHEREAS** the parties agree to extend certain periods in, and the Court’s jurisdiction under the Stipulation of Settlement by a period of six months;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by the

undersigned, as follows:

1. The following paragraphs within the Stipulation of Settlement are amended to read as follows:

- **Paragraph 1.q:** “Termination Date” means the date that this Stipulation terminates and the Court’s jurisdiction ends for all purposes, which shall be April 15, 2019, unless Plaintiffs successfully move to extend the Court’s jurisdiction pursuant to paragraph 12 of the Stipulation. However, if the data scheduled to be provided on March 4, 2019, pursuant to the amended Paragraph 10 below, is not provided timely, the termination date shall be deemed extended by the number of days the report is delayed.
- **Paragraph 10:** During the Effective Period, the NYPD will provide the information and data identified in paragraph 9(b)-(d) of this Stipulation to Plaintiffs’ counsel on March 2, 2018; September 3, 2018; and March 4, 2019. These dates may be adjusted by agreement of the parties without approval of the Court.
- **Paragraph 12:** The jurisdiction of this Court over the City’s Injunctive Obligations in this Stipulation shall terminate on April 15, 2019, unless Plaintiffs move pursuant to paragraph 13 of this Stipulation, in which case the Court’s jurisdiction and Defendant City’s Injunctive Obligations for which non-compliance is alleged continue until (a) any such motion is decided; or (b) if any such motion is decided favorably for Plaintiffs, for a maximum of one (1) year after the Termination Date (as defined herein – i.e., if extended for one (1) year, the Stipulation and the Court’s jurisdiction will end on April 15, 2020).

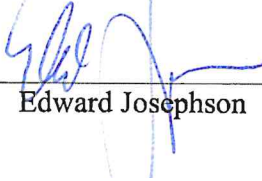
- **Paragraph 13:** Between the Citywide Expansion Date and April 15, 2019, if Plaintiffs believe that the City has not complied with any of its Injunctive Obligations under this Stipulation, Plaintiffs' counsel shall notify the City's counsel in writing of the nature and specifics of the alleged failure(s) to comply ("Written Notice") at least thirty (30) days before any motion is made regarding this Stipulation. Such Written Notice shall be accompanied by copies of all documents, data and/or evidence, including the names of any LEP Individuals, relied upon by Plaintiffs for the claimed violation(s). Unless otherwise resolved, the Parties' counsel shall meet within the thirty (30) day period following receipt of Written Notice by the City's counsel to discuss the claimed violation(s) and possible solutions. If no resolution is reached within thirty (30) days following the City's counsel's receipt of Written Notice, Plaintiffs may move this Court for an order for appropriate relief against the City for those Injunctive Obligations for which the City's non-compliance is timely alleged by Plaintiffs. Any order for additional or appropriate relief cannot extend the original Termination Date for more than one year as provided in paragraph 12.

2. This Stipulation and Order of Settlement Extension may be executed in counterparts and an emailed or faxed signature is valid for all purposes.

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Dated: New York, New York  
July 16, 2018

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By:   
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Assistant Corporation Counsel

SO ORDERED:  
s/ MKB 7/11/2018

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MARGO K. BRODIE  
United States District Judge