

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JOSEFA JORGE, NYUK SIEM YAP, on behalf of
herself and her minor sons, C.L. and D.L.,
SIEWLING LUM, on behalf of herself and her
minor son, A.W., ANNETTE PADRÒ,
DORIS RODRIGUEZ, and ROSA VALDÈS,
on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

NEW YORK CITY TRANSIT AUTHORITY;
THOMAS F. PRENDERGAST, in his official capacity
as Chairman and Chief Executive Officer of
New York City Transit Authority; and CARMEN
BIANCO, in his official capacity as President of
New York City Transit Authority,

Defendants.

**Civil Action No.
14 CV 9946 (RA) (KNF)**

**STIPULATION OF
SETTLEMENT
(SUBJECT TO COURT
APPROVAL)**

STIPULATION OF SETTLEMENT

This Stipulation is made and entered into on this 2nd day of October 2015 between the New York City Transit Authority ("NYCTA" or "Transit Authority") ("Defendant") and Plaintiffs Josefa Jorge, Nyuk Siem Yap on behalf of herself and her minor sons C.L. and D.L., Siewling Lum on behalf of herself and her minor son A.W., Annette Padrò, Doris Rodriguez, and Rosa Valdès (collectively "Plaintiffs"), on behalf of themselves and all others similarly situated, (collectively the "Parties").

WHEREAS, Defendant New York City Transit Authority operates the federally-mandated paratransit service in New York City, which service is called Access-A-Ride ("AAR");

WHEREAS, on December 17, 2014, in an action now entitled *Jorge, et al. v. NYC Transit, et al.*, Index No. 2014-CV-09946 (RA)(KNF), Plaintiffs filed a putative class action lawsuit alleging that Defendants are in violation of the Americans with Disabilities Act, 42 U.S.C. § 12131 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 *et seq.*; Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*; and the New York City Human Rights Law, N.Y.C. Admin. Code § 8-101 *et seq.*, by maintaining a policy, pattern, and practice of discriminating against limited English proficient (“LEP”) applicants and customers of Access-A-Ride by denying them language access services, such as interpretation and translation;

WHEREAS, Defendants filed an answer to the complaint on February 13, 2015, contending that Plaintiffs had failed to state a claim under federal or state law, and further asserting that some and/or all of Plaintiffs’ claims have been rendered moot by various actions NYCTA had already undertaken in further implementing its language access policies, which actions were developed or implemented, or scheduled for implementation, prior to the commencement of this litigation. Defendants also contended that certain claims were barred by the doctrines of *res judicata*, collateral estoppel, and ripeness;

WHEREAS, Plaintiffs filed an amended class action complaint on March 5, 2015, adding an additional named plaintiff;

WHEREAS, on March 6, 2015, this Court stayed the action at the Parties’ request to facilitate the Parties’ settlement discussions;

WHEREAS, the Parties agree that the caption shall be amended to remove Defendants Prendergast and Bianco as the relief sought pertains only to Defendant NYCTA;

WHEREAS, the Parties, seeking to avoid potentially protracted, expensive, and unnecessary litigation, agree to the entry of a final judgment reflecting this Stipulation of Settlement (hereinafter “Stipulation”) to resolve the claims for injunctive relief and individual claims for damages for Named Plaintiffs that were raised in Plaintiffs’ complaint and amended complaint, dated December 17, 2014 and March 5, 2015, respectively;

NOW, THEREFORE, with the agreement of all Parties, it is hereby **AGREED** as follows:

I. INTRODUCTION

A. The parties enter into this Stipulation for the purpose of avoiding the burdens of further litigation.

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331 as a case arising under the laws of the United States, 28 U.S.C. § 1343(a) for actions under laws providing for the protection of civil rights, and 28 U.S.C. § 1367 for supplemental jurisdiction. Venue in the United States District Court for the Southern District of New York is proper under 28 U.S.C. § 1391, as it is the judicial district in which a substantial portion of the alleged events or omissions giving rise to the claims occurred.

C. Nothing in this Stipulation of Settlement shall be construed as an admission or concession of liability whatsoever by any of the Defendants regarding any of the allegations made by Plaintiffs in their complaint or amended complaint.

D. This Stipulation does not constitute an admission, adjudication, or finding on the merits of any of the claims asserted in the action.

II. DEFINITIONS

1. “Access-A-Ride” means the paratransit service in New York City that NYCTA operates for people with disabilities who are unable to use NYCTA mass transit for some or all of their trips.
2. “Access-A-Ride Language Services Plan” refers to the set of NYCTA’s policies and procedures on providing language access services specifically to Access-A-Ride Applicants and Customers, which NYCTA will create and maintain consistent with this Stipulation, and which includes the components listed in Section V.A below.
3. “Appeals” means any in-person, written, or telephonic appeal that an Access-A-Ride Applicant or Customer may undertake, including eligibility appeals and misconduct appeals (which comprise suspension appeals and termination appeals).
4. “Applicants” means individuals who apply for Access-A-Ride services. This term also encompasses individuals who file administrative appeals of adverse eligibility determinations. For purposes of sections V, VI, and VIII of this Stipulation, “Applicants” include third parties acting on behalf of Applicants.
5. “Bilingual Services” means services in which Qualified Bilingual Staff, as defined in ¶ 23 below, communicate with Access-A-Ride Applicants and/or Customers directly in that other language. Bilingual Services do not include the use of an interpreter.
6. The “Class” or “Class Member(s)” or “Settlement Class” means the persons identified in Section III of this Stipulation.
7. “Class Counsel” or “Plaintiffs’ Counsel” means New York Lawyers for the Public Interest and Jenner & Block LLP.
8. “Contractor” means a private entity with which NYCTA contracts to conduct some or all of its operations with respect to providing Access-A-Ride services. For purposes of

this Stipulation, “Contractor” includes all persons or entities that by contract operate assessment centers, call centers, or any other function that is reasonably expected to involve interactions with Applicants and Customers other than the physical provision of transportation services.

9. “Critical Documents” are documents distributed to Applicants or Customers that contain information on how to obtain or use Access-A-Ride services. For purposes of this Stipulation, Critical Documents are the How to Apply Pamphlet, Guide to Access-A-Ride (which includes certain information regarding eligibility, services, and policies, and will incorporate the Conduct Policy pursuant to ¶ 35(b)), Access-A-Ride Application, Application Referral Letter, Eligibility Determination Letter, Eligibility Appeal Form, Appeal Determination Letter, Notices of Suspension, and Misconduct Appeal Form, and any document used in the future that serves to perform the functions of the documents listed above. In the event NYCTA generally discontinues use of mailings to communicate with Applicants and/or Customers and relies on alternative means of communication, such as postings on its website, “Critical Documents” shall include those documents that NYCTA chooses to communicate through that alternative means to substantially all Applicants and/or Customers.

10. “Customers” means individuals whom NYCTA has determined are eligible for Access-A-Ride services. This term includes those individuals who file administrative appeals challenging a suspension and/or termination of service. For purposes of sections V, VI, VIII of this Stipulation, “Customers” include third parties acting on behalf of Customers.

11. “Effective Date” is the date identified in Section VIII of this Stipulation.

12. “Fairness Hearing” means the hearing set by the District Court for determining whether the Settlement and the terms of the Stipulation are fair, reasonable and adequate to the Class.

13. “Final District Court Approval” means the date on which the District Court grants final approval of this Stipulation, following notice to the Class and the Fairness Hearing.

14. “Functional Assessment” refers to the assessment that Access-A-Ride Applicants undergo to determine their eligibility for Access-A-Ride services, and includes the interview(s) as well as the functional evaluation that is required of the Applicants.

15. “Interpretation” refers to spoken communications in which a qualified third party takes the meaning of a statement made orally in one language and conveys it orally into another language as accurately as reasonably possible.

16. “Limited English Proficient” (or “LEP”) describes people who do not speak English as their primary or preferred language and are limited in their ability to read, write, speak, or understand English.

17. The “Monitor” is New York Lawyers for the Public Interest.

18. “Named Plaintiffs” means Josefa Jorge, Nyuk Siem Yap and her minor sons C.L. and D.L., Siewling Lum and her minor son A.W., Annette Padrò, Doris Rodriguez, and Rosa Valdès.

19. “On-Demand Telephonic Interpretation” means a system in which an interpreter can be called to provide Interpretation by telephone in real time, in at least the Top Five Languages (as defined in ¶ 26 below) and 150 other languages, without the need to schedule in advance.

20. “Order Approving Settlement and Final Judgment” means the proposed order and separate final judgment that the Parties will seek from the District Court.

21. “Preliminary District Court Approval” means the date on which the District Court grants preliminary approval of the Stipulation prior to notice to the Class and the Fairness Hearing.

22. “Preliminary Approval Order” means the Proposed Order Preliminarily Approving Settlement and Providing for Notice that the Parties will move the District Court to enter, substantially in the form attached as Exhibit B.

23. “Qualified Bilingual Staff” means Staff Members, as defined in ¶ 24, who have attained a passing score on a language proficiency test administered by a qualified third party to use a language other than English to provide Bilingual Services (as defined above) or have otherwise been found to be qualified through other reasonable means to provide Bilingual Services in the course of their work for NYCTA. Qualified Bilingual Staff at assessment centers must undergo an oral language proficiency test.

24. “Staff Members” refers to both NYCTA’s employees and the employees of its Contractors, including individuals who work in the capacity of an independent contractor, whose job duties regularly require them to interact, either in-person or telephonically, with Access-A-Ride Applicants and Customers. Staff Members do not include Access-A-Ride drivers.

25. “Summary Class Notice” means the notices to Class Members as described in Section IX of this Stipulation and substantially in the form attached as Exhibit A, providing a summary of this Stipulation in a form approved by the Court, in the following languages: English, Spanish, Chinese, Russian, French Creole, and Korean.

26. “Top Five Languages” refers to the five languages, other than English, that NYCTA has determined are used most frequently by individuals eligible to be served or likely to be encountered by NYCTA programs and services within the NYCTA service area. As of the

Effective Date of this Stipulation, the Top Five Languages are Spanish, Chinese, Russian, French Creole, and Korean. If NYCTA determines that the five most frequently used languages, other than English, are different than those identified above, the Top Five Languages shall refer to the updated list.

27. “Translation” refers to written communications in which a qualified third party takes the meaning of a written statement made in one language and conveys it into the written form of another language as accurately as reasonably possible.

III. DEFINITION OF THE CLASS

28. The Class shall be defined as all current and future Limited English Proficient residents of New York City who have or will have a disability, and who are current or prospective Access-A-Ride Applicants and Customers.

IV. CERTIFICATION OF THE CLASS

29. The Parties agree that Plaintiffs shall seek certification from the Court of a non-opt out class under Fed. R. Civ. P. 23(b)(2). Defendant consents to certification of a Rule 23(b)(2) class as defined in ¶ 28.

V. EQUITABLE RELIEF

A. Access-A-Ride Language Services Plan

30. Defendant shall create an Access-A-Ride Language Services Plan that includes at least the following components:

- a. An affirmative statement that, consistent with its legal obligations, NYCTA’s policy and practice is to provide language access services to LEP individuals;
- b. Policies requiring the delivery of language access services in accordance with Sections V.B and V.C of this Stipulation;

- c. Procedures for accessing all of the language services available to Staff Members;
- d. Procedures for how to provide On-Demand Telephonic Interpretation and Bilingual Services for oral communications; and
- e. Procedures for how to process and translate documents, including application and appeal materials, that individuals submit in non-English languages.

31. NYCTA shall submit the Access-A-Ride Language Services Plan for review and comment by Plaintiffs' counsel, and NYCTA shall in good faith consider incorporating Plaintiffs' comments. The Access-A-Ride Language Services Plan will not become final and effective for the purposes of this Stipulation any earlier than 30 days after it has been submitted in draft form for review and comment by Plaintiffs' counsel. Within this 30-day period, Plaintiffs' counsel shall have 15 days to provide comments to NYCTA, and NYCTA shall then have 15 days to consider in good faith incorporating any comments received from Plaintiffs' counsel.

B. Interpretation/Bilingual Services

32. Defendant shall not ask, require, or recommend that LEP individuals bring, pay for, or otherwise assume responsibility for arranging their own Interpretation services at Functional Assessments, in-person appeals, or other interactions with Staff Members. Nothing herein shall preclude LEP individuals from voluntarily arranging their own Interpretation services.

33. Defendant shall provide competent Interpretation and/or Bilingual Services to LEP individuals without charge, consistent with the following terms:

a. In-Person Communications

- i. Subject to ¶ 32(c) (Bilingual Services) below, Defendant shall provide On-Demand Telephonic Interpretation services to LEP Applicants and Customers, without charge, as needed or requested in any language supported by the contracted On-Demand Telephonic Interpretation service, at Functional Assessments, in-person Appeals, and other in-person interactions with Staff Members relating to eligibility, Appeals, or service.

b. Telephonic Communications

- i. Subject to ¶ 32(c) (Bilingual Services) below, Defendant shall provide On-Demand Telephonic Interpretation services to LEP Applicants and Customers, without charge, as needed or requested in any language supported by the contracted On-Demand Telephonic Interpretation service, and for any call made to Access-A-Ride's departments that are otherwise available to non-LEP Applicants and Customers, including, but not limited to, departments handling application requests, eligibility inquiries, trip reservations, trip cancellations, subscription reservations, same-day trip problems, Appeals, and customer complaints.
- ii. Defendant shall provide an Access-A-Ride automated phone system that enables speakers of the Top Five Languages to bypass the English language phone tree. After a short introduction limited to a greeting identifying that the caller has reached Access-A-Ride and that the call may be monitored for quality purposes (or such other language that may not be of substantially greater duration), callers will be prompted, in English and

then in the Top Five Languages, to press a number associated with their language. English and Spanish line callers shall then be directed to a secondary phone tree to direct the call to the appropriate unit, while callers who speak other languages will be placed in a queue to speak to a call center agent who will utilize On-Demand Telephonic Interpretation. NYCTA may, at its discretion, temporarily adjust the initial greeting to address service issues or other exigent circumstances.

c. Bilingual Services

- i. To the extent NYCTA or its Contractors provide Bilingual Services either in person or by telephone to Access-A-Ride Applicants and Customers, in lieu of On-Demand Telephonic Interpretation, Defendant shall ensure that only Qualified Bilingual Staff provide such services. NYCTA shall ensure that any Staff Members who may be assigned to provide Bilingual Services either undergo, and attain a passing score on, a language proficiency assessment test administered by a qualified third party, or are found through other reasonable means to be qualified to provide Bilingual Services before they are designated as Qualified Bilingual Staff. Qualified Bilingual Staff at the assessment centers shall attain a passing score on an oral proficiency test as soon as possible, but no later than 9 months following the Effective Date.
- ii. Qualified Bilingual Staff shall not be used in lieu of On-Demand Telephonic Interpretation to provide Interpretation services, as defined in paragraph 15.

- d. NYCTA shall ensure that calls made to Access-A-Ride that require Bilingual Services have comparable average hold times as calls handled by Staff Members for non-LEP persons. To the extent that the technology becomes available to NYCTA to track the hold times for calls made using On-Demand Telephonic Interpretation, NYCTA shall ensure that such calls have comparable hold times to calls handled by Staff Members for non-LEP persons.

C. Translation Services

34. Defendant shall not ask, require, or recommend that LEP individuals pay for or otherwise assume responsibility for arranging their own Translation services. Nothing herein shall preclude LEP individuals from voluntarily arranging for their own Translation services.

35. Defendant shall provide timely competent Translation services to LEP individuals without charge, consistent with the following terms:

- a. Prior to the Effective Date of this Stipulation, Defendant shall translate all existing Critical Documents into the Top Five Languages.
- b. Defendant shall provide the Conduct Policy to Customers with their Eligibility Determination Letter, both in their preferred language. Defendant's obligation to provide the Conduct Policy in this manner shall continue until such time that the Guide to Access-A-Ride is revised to incorporate the Conduct Policy. Defendant agrees to complete such revision no later than nine months from the Effective Date. At the time that the Guide to Access-A-Ride is revised to incorporate the Conduct Policy, it shall also be revised to incorporate a statement that LEP Applicants and Customers can submit written materials to NYCTA in their preferred languages.

- c. Applicants and Customers whose preferred language is not English shall be provided all Critical Documents in their respective language.
- d. Defendant shall translate any Critical Documents created or revised after the Effective Date into the Top Five Languages in time to use the translated versions of the documents at the same time or a reasonable period of time after the English version of the documents are put into use.
- e. NYCTA shall add a statement to Access-A-Ride's Application Referral Letter explaining that LEP Applicants and Customers can submit written materials to NYCTA in their preferred language and summarizing the process by which they can do so.
- f. If an Applicant or Customer requires translation of a Critical Document in a language other than English, Defendant will arrange for such translation, including for Critical Documents previously received in English.
- g. NYCTA will ensure that non-English documents and portions of documents (such as narrative questions answered in an Applicant's preferred language) submitted for purposes related to eligibility, Appeals, or service are translated and that such non-English documents are processed in a timely manner, and not unduly delayed compared to other such documents that are processed in English.
- h. For purposes of this Stipulation, documents shall be translated through a qualified third-party contractual translation provider. NYCTA may include an optional Google Translate feature on its website, provided that NYCTA shall not use Google Translate for any Critical Documents included on its website or otherwise. Nothing in this agreement prohibits a qualified third party translator from using

“translation memory” (i.e., computer software that provides part of the basis for a translation) where such use is cost-efficient and does not compromise the accuracy of the final translation, which is completed by the third party interpreter.

D. Access-A-Ride Website

36. Defendant shall post a statement on the Access-A-Ride website in the Top Five Languages stating that the “Guide to Access-A-Ride” is available to Customers in their preferred language, and directing Customers to call the Access-A-Ride phone number in order to request a copy. Defendant shall also post a statement in the Top Five Languages stating that the “How to Apply” pamphlet is available to Applicants in their preferred language as part of the application process, and directing Applicants to call the Access-A-Ride phone number to begin the application process.

37. In the event that online reservations for Access-A-Ride trips reach 33% of total trip reservations on average for the prior three months, NYCTA shall, within six months of determining this threshold has been reached, make Access-A-Ride’s online reservation system available in each of the Top Five Languages.

E. Training

38. NYCTA and/or its Contractors shall train all Access-A-Ride Staff Members on how to interact with and provide language services to LEP Applicants and Customers. NYCTA and/or its Contractors shall develop training and training materials that address the following topics:

- a. The Access-A-Ride Language Services Plan and NYCTA’s legal obligations to provide language services to LEP individuals;
- b. How to use NYCTA’s On-Demand Telephonic Interpretation system;

- c. How to work with Interpreters;
- d. How to identify during the course of an interaction the apparent need to offer language services in the absence of a request from an LEP Applicant or Customer;
- e. How to assist LEP Applicants whose preferred languages are outside of the Top Five Languages to complete English forms in their preferred languages;
- f. How to obtain Translation of written documents; and
- g. How to process complaints about language services.

39. Within one month following the execution of this Stipulation by all parties, NYCTA shall provide to Plaintiffs' Counsel copies of all training materials it plans to use, and provide Plaintiffs an opportunity to comment on these training materials. NYCTA agrees to consider in good faith incorporating Plaintiffs' comments.

40. Existing Staff Members who have already received training on one or more of the subjects identified in ¶ 38(a) – (g) need not repeat training on such subjects but must complete training on the remaining subjects identified in ¶ 38(a) – (g), unless wholly unrelated to their job duties.

41. Within four months of the Effective Date of this Stipulation, NYCTA and/or its Contractors shall train all existing Staff Members, subject to the provisions of ¶ 40. New Staff Members shall be trained promptly after hire.

42. Defendant shall maintain records reflecting that Staff Members have received training.

F. Notice and Outreach

43. Within one month of the execution of this Stipulation by all parties, Defendant will submit to Plaintiffs' Counsel for review and comment a concise stand-alone written notice ("Language Services Notice") in English and in the Top Five Languages for Access-A-Ride Applicants and Customers, and potential Applicants and Customers, that states that Access-A-Ride will provide Interpretation and Translation services free of charge to the extent provided in this Stipulation, and that specifies the manner in which to make a complaint about Interpretation and Translation services. NYCTA agrees to consider in good faith incorporating Plaintiffs' comments. Text on the Language Services Notice shall meet the requirements of the Americans with Disabilities Act Standards for Accessible Design.

44. Within one month of the Effective Date of this Stipulation, NYCTA shall conspicuously post the Language Services Notice in English and the Top Five Languages in the following locations:

- a. Access-A-Ride website;
- b. Next publication of Access-A-Ride's "On the Move" Newsletter;
- c. Main reception area of all functional assessment centers;
- d. Main reception area of the offices at which appeal hearings take place; and
- e. The room(s) in which appeal hearings take place.

45. Within one month of the Effective Date of this Stipulation, Defendant shall mail the Language Services Notice, in English and in the Top Five Languages, to all Access-A-Ride Customers who are registered as of the Effective Date of this Stipulation. On a rolling basis, Defendant shall send the Language Services Notice to those individuals who are Access-A-Ride Applicants as of the Effective Date of this Stipulation.

46. NYCTA shall incorporate into Access-A-Ride's existing outreach presentations a statement that Access-A-Ride will provide Interpretation and Translation services free of charge to the extent required by this Stipulation, and information regarding complaint procedures with respect to Interpretation and Translation services.

47. Within three months of the Effective Date of this Stipulation, Defendant shall mail the Language Services Notice to organizations serving immigrant communities, a list of which is annexed hereto as Exhibit C.

G. Compliance Program

48. In each individual Access-A-Ride Applicant and Customer's electronic file, Access-A-Ride Staff Members shall record the Applicant or Customer's preferred language if the Applicant/Customer has requested that communications be made in a language other than English, or if an Access-A-Ride Staff Member has otherwise determined that the Applicant or Customer is LEP because of an apparent need for Interpretation or Translation services during the course of an interaction.

49. Defendant shall develop a compliance program to ensure that Staff Members comply with the Access-A-Ride Language Services Plan. Such compliance program includes:

- a. Training Staff Members to comply with the provisions of the Access-A-Ride Language Services Plan applicable to their positions;
- b. Internal reviews and evaluations of compliance with the Access-A-Ride Language Services Plan;
- c. A requirement that the existing complaint system shall be accessible to LEP people, including through Interpretation, Translation, and/or Bilingual Services as

needed; shall be responsive to complaints in a time period comparable to complaints made in English; and shall allow anonymous complaints;

- d. A requirement that NYCTA Staff Members who are found to be in violation of the Access-A-Ride Language Services Plan are retrained and/or appropriately disciplined in accordance with the applicable codes of conduct, collective bargaining agreements, statutes and regulations; and
- e. With respect to contracts with Access-A-Ride Contractors, NYCTA shall exercise, as warranted, its existing contractual rights to enforce Contractors' and/or Contractor Staff Members' compliance with the Access-A-Ride Language Services Plan to the extent such policies and procedures are applicable, and shall take steps to ensure that comparable or more stringent contractual enforcement rights are included in future contracts and renewals. NYCTA shall also seek to include in future contracts and renewals a condition that new or retained Staff Members at call centers who provide Bilingual Services pass an oral language proficiency test.

50. Defendant shall assign a qualified and experienced NYCTA employee as Access-A-Ride's Language Liaison, having a "dotted line" or a "solid line" direct reporting relationship to the Vice-President of NYCTA's Paratransit Division. The Language Liaison will have oversight over the Access-A-Ride Language Services Plan and its implementation. The responsibilities of the Language Liaison shall include the following:

- a. Maintaining a list of Qualified Bilingual Staff and updating this list on a rolling basis. This list must include the identity of each individual and the languages they speak;

- b. Maintaining a list of Staff Members who have received the requisite language access training;
- c. Maintaining a list of Staff Members who require the requisite language access training;
- d. Exercising authority over all complaints from Applicants and Customers who claim they were denied adequate language access services, by alerting the relevant NYCTA supervisory personnel of Staff Members' violations and monitoring the imposition of any retraining and/or discipline;
- e. Generating a written annual report concerning the implementation of the Access-A-Ride Language Services Plan, the first of which shall be completed within one year of the Effective Date of this Stipulation, including:
 - i. The number and proportion of various languages in which Access-A-Ride Applicants and Customers have requested communications or which Staff Members have otherwise identified as necessary to communicate with Applicants and Customers because of an apparent need during the course of their interactions, and verification that these languages are being entered in a timely way in individual Access-A-Ride files;
 - ii. NYCTA's and its Contractors' usage of all available language services, including the proportion of calls to Access-A-Ride that used On-Demand Telephonic Interpretation or Bilingual Services and the purpose and proportion of documents that required translation;
 - iii. The numbers and languages of Qualified Bilingual Staff;

- iv. The number of Functional Assessments conducted by Qualified Bilingual Staff in Spanish;
- v. The adequacy, quality, and timeliness of services provided by Defendant's On-Demand Telephonic Interpretation vendor and Qualified Bilingual Staff;
- vi. The average hold time for calls made to Access-A-Ride for service in English and Spanish;
- vii. A qualitative assessment of hold times for calls made to Access-A-Ride for service in languages other than English and Spanish;
- viii. The number of times applications were requested in a language other than English;
- ix. The adequacy, quality, and timeliness of translation services provided by Defendant's Translation services vendor;
- x. The number, nature, and outcome of language access-related complaints received from Applicants and Customers;
- xi. Compliance reviews of Contractors' adherence to language access requirements, efforts to enforce Contractors' compliance with the Access-A-Ride Language Services Plan, and the outcome of such efforts;
- xii. The effectiveness of communications and training concerning the Access-A-Ride Language Services Plan; and
- xiii. As appropriate, recommendations for implementation of changes to the Access-A-Ride Language Services Plan and other measures to improve compliance with the Access-A-Ride Language Services Plan.

VI. MONITORING

51. Beginning on the Effective Date as defined in Section VIII below and continuing for the following two years and six months (i.e., 30 months) (“Monitoring Period”) (unless extended pursuant to Section VII below), New York Lawyers for the Public Interest (the “Monitor”) shall monitor compliance by NYCTA with this Stipulation.

52. During the Monitoring Period, NYCTA’s Language Liaison will:

a. supply to the Monitor at the end of the 6th, 12th, 17th, 22nd, and 27th months of the Monitoring Period:

- i. the number of calls made to Access-A-Ride on which Qualified Bilingual Staff was requested, and the proportion of total calls represented;
- ii. the number of calls made to Access-A-Ride for which On-Demand Telephonic Interpretation was used, and the proportion of languages represented;
- iii. the number of Functional Assessments for which On-Demand Telephonic Interpretation was used and the proportion of languages represented;
- iv. the number of Appeals for which Qualified Bilingual Assistance or On-Demand Telephonic Interpretation was used, and the proportion of languages represented;
- v. the numbers and languages of Qualified Bilingual Staff;
- vi. the number of times documents were translated into languages other than English, the purpose of the translations (e.g., applications, Appeals), and the proportion of languages represented for each purpose;
- vii. the number of times applications were requested in another language;

- viii. the total number of applications and notices of appeal;
- ix. the average hold time for calls made to Access-A-Ride for service in English and Spanish;
- x. the relative proportion of trip reservations made online and by telephone and the total number of reservations made or attempted to be made by each process during the trailing four months preceding the most recent available reporting date;
- xi. the number of Applicants and Customers whose preferred language is not English and the proportion of each language represented;
- xii. the number of new Staff Members hired (by NYCTA or its Contractors) and whether they have completed the requisite training as described in Section V.E above;
- xiii. copies of unredacted written complaints (except that NYCTA may redact from those complaints Social Security Numbers and dates of birth, and make that information available to the Monitor only for in-person inspection at NYCTA's office), or summaries of oral complaints, made to NYCTA about denial of language access services (which the Monitor will keep confidential and use only for the purpose of monitoring compliance with this Stipulation), along with a breakdown of how many of those complaints were about real-time issues at the time of the complaint and how many were made to address past issues after the fact; the subjects of the complaints; the language(s) at issue in the complaint; and the resolution of such complaints; and

- xiv. data (excluding names of Staff Members) concerning imposition of forms of employee discipline against Staff Members for non-compliance with the Access-A-Ride Language Services Plan;
 - xv. copies of compliance reviews of Contractor performance, and data concerning efforts to enforce Contractors' compliance with the Access-A-Ride Language Services Plan and the outcomes of such efforts.
- b. supply to the Monitor annually the Language Liaison's annual written report promptly after the report has been submitted to NYCTA; and
 - c. meet with the Monitor annually following delivery of the annual written report and, upon reasonable notice, at other times if the Monitor determines, based on information supplied by NYCTA or otherwise obtained by the Monitor in the performance of its responsibilities, that issues concerning compliance with the settlement should be addressed by NYCTA.

53. Defendant agrees to pay the Monitor reasonable fees, as well as related costs, up to \$60,000.00 per each 15 months of the Monitoring Period, for a maximum total of \$120,000.00 total in fees and costs for the 30-month Monitoring Period. If the Stipulation is extended in any area pursuant to Section VII below, Defendant agrees to pay the Monitor up to an additional \$50,000.00 for the extension period. The Monitor shall submit to Defendant an accounting of the time and expenses spent on Monitoring (applying the hourly rates for the NYLPI staff, adjusting for comparable experience, as previously disclosed to Defendant) at the conclusion of every 15 months of the Monitoring Period. Defendant shall timely remit payment to the Monitor within forty-five (45) days of each submission, or notify the Monitor of any objections within 15 days and, in that case, pay all undisputed amounts within 45 days of each submission. In the

event of disagreement, the Defendant and Monitor shall meet and confer in an attempt to resolve their dispute within 15 days of the Defendant's objections, and the Defendant shall pay any amounts no longer objected to within 15 days of such resolution. The Court retains the authority to resolve any dispute that the Defendant and Monitor have been unable to resolve regarding the reasonableness of fees and costs charged by the Monitor.

VII. ENFORCEMENT

54. The Court shall retain jurisdiction of this action for all purposes during the term of this Stipulation. The Stipulation shall terminate 30 months from the Effective Date unless Class Counsel makes a motion to extend the term of the Stipulation, pursuant to ¶ 56 below, which motion shall extend the term of the Stipulation until the resolution of such motion. The District Court shall retain jurisdiction over the Parties to enforce and administer the terms of this Stipulation and the Court's Order Approving Settlement and Final Judgment during the period they, or any of their provisions, remain in effect, upon the filing of an appropriate motion by any party.

55. At any time prior to the expiration of this Stipulation, should the Plaintiffs and/or Class Members determine that Defendant NYCTA has failed to comply with any term of this Stipulation, Class Counsel shall forward written notifications of such alleged noncompliance to Office of the General Counsel, New York City Transit Authority, 130 Livingston Street, 12th Floor, Brooklyn, New York 11201. This notification should include the nature and specifics of any alleged noncompliance, and shall specify the evidence of the claimed violation(s). Defendant shall reply to this written notification within fourteen days of receipt. The Parties shall in good faith attempt to resolve the reported noncompliance within 45 days thereafter.

56. No later than 45 days before the expiration of this Stipulation, Class Counsel may move the Court to extend the duration of this Stipulation based on material noncompliance in one or more of the following areas:

- a. Critical Documents
- b. Translation of Written Documents
- c. Functional Assessments
- d. Appeals
- e. Call Center
- f. Website requirements (including Online Reservations, as appropriate) under Part V.D. of this Stipulation
- g. Compliance Program
- h. Complaint System
- i. Monitoring requirements under Section VI of this Stipulation.

57. For purposes of such motion described in ¶ 56, isolated or minimal violations in the specified area(s) shall not constitute material noncompliance. Plaintiffs bear the burden of establishing NYCTA's material noncompliance with the Stipulation by showing that NYCTA's omissions or failures to comply were not minimal or isolated, but were significant, and widespread or recurring. Neither a single incident nor a series of incidents involving a single Applicant/Customer shall constitute material noncompliance. Plaintiffs must demonstrate material noncompliance separately for each area for which they seek an extension. Upon finding that Defendant has failed to comply with respect to one or more of the specified area(s), the Court may extend the duration of this Stipulation for up to one year, but only as to the area(s) in which the Court finds material noncompliance. If the Stipulation is extended in any area for an

additional time period, the provisions of the Enforcement and Monitoring sections of this Stipulation shall remain in full force and effect only with respect to the specific area(s) found to be in material noncompliance. The total maximum period of time this Stipulation may be extended is one year. Defendant and the Monitor shall work in good faith to resolve any dispute about whether material noncompliance has occurred before seeking the Court's assistance.

VIII. EFFECTIVE DATE

58. The Effective Date shall occur on the date of Final District Court Approval, by which date NYCTA must have supplied all of the items listed below (¶ 58(a-h)), unless NYCTA certifies in writing by an earlier date that it has supplied all of the items listed below (¶ 58(a-h)) to Plaintiffs' Counsel, in which case the Effective Date shall be that earlier date, provided, however, that the Effective Date shall not be earlier than the date of Preliminary District Court Approval:

- a. The final Access-A-Ride Language Services Plan, which NYC Transit shall first submit in draft form for review and comment by Plaintiffs' counsel, per ¶ 31 above;
- b. The number of Qualified Bilingual Staff serving Access-A-Ride Applicants and Customers, the languages they speak, and the number of Qualified Bilingual Staff who speak each language represented;
- c. Confirmation that NYCTA has translated the Critical Documents into the Top Five Languages;
- d. Confirmation that the statements detailed in ¶ 36 above are on the Access-A-Ride website;
- e. Confirmation that the Language Services Notice has been finalized per ¶ 43;

- f. The number of Staff Members who have received the requisite training, and the total number of Staff Members (including Contractors' staff) pursuant to ¶ 38; and
- g. The identity, qualifications, and other job responsibilities of the Language Liaison, including confirmation that the Language Liaison has been assigned.

IX. NOTICE TO THE CLASS

59. The Summary Class Notice will inform Class Members of the relief they will receive under the Stipulation, if approved. The Summary Class Notice will also include the following:

- a. a short, plain statement of the background of the case, the Class to be certified for settlement purposes, and the nature of the proposed settlement relief;
- b. a statement that any final class certification and relief to Class Members are contingent on the District Court's Final Approval of the proposed Stipulation;
- c. a statement that Defendant will pay reasonable attorneys' fees and expenses for Class Counsel, and individual damages to the Named Plaintiffs; and
- d. information about where Class Members can find further information about the proposed settlement, including a full copy of this Stipulation.

60. The Summary Class Notice will conform to all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Local Rules of the District Court, and will otherwise be in the manner and form agreed upon by the Parties and approved by the District Court.

61. The Summary Class Notice will be in English, and will be translated by NYCTA into Spanish, Chinese, Russian, French Creole, and Korean.

62. The form of the Summary Class Notice agreed upon by the Parties is attached as Exhibit A in English.

63. The Summary Class Notice will also inform Class Members of their rights to object as follows:

- a. that any Class Members may, if they desire, object to the proposed settlement by filing and serving on Class Counsel a written statement of objections no later than 40 days before the Fairness Hearing in their preferred language(s);
- b. that any Class Member who has timely submitted written objections to the proposed settlement may, if he or she so requests, enter an appearance at the Fairness Hearing either personally or through counsel by serving a Notice of Appearance on Class Counsel and counsel for Defendant no later than 40 days before the Fairness Hearing and by following the required procedures for appearing in an action in the District Court; and
- c. that any judgment entered in this action, whether favorable or unfavorable to the Class, will include and be binding on all Class Members, even if they have objected to the proposed settlement.

64. NYCTA shall ensure that Summary Class Notice is posted conspicuously (in English as well as the Top Five Languages) in the following locations no later than 14 days after Preliminary District Court Approval, until the date of the Fairness Hearing, as follows:

- a. The reception areas of the six Functional Assessment Centers where Access-A-Ride Applicants are assessed as follows:
 - i. BROOKLYN Omni Rehabilitation Center 1651 Coney Island Avenue,
2nd Floor, Brooklyn, New York 11230;

- ii. Metro Medical Associates 619 Throop Avenue, 1st Floor, Brooklyn, New York 11216;
 - iii. QUEENS Woodhaven Medical Associates 66-11 Woodhaven Boulevard, Rego Park, New York 11374;
 - iv. BRONX Excellence Physical Therapy 1811 Hone Ave, Bronx, New York 10461;
 - v. MANHATTAN Access Community Health Center 83 Maiden Lane, 6th Floor, New York, New York 10038;
 - vi. STATEN ISLAND Horizon Healthcare 101 Ellis Street, 2nd Floor, Staten Island, New York 10307
- b. The waiting area of the location or locations where Access-A-Ride appeal hearings are held. The current location is: 3300 Northern Boulevard, Long Island City, New York 11101; and
 - c. The Access-A-Ride website maintained by NYCTA.

65. No later than 14 days after Preliminary District Court Approval, NYCTA shall forward a letter to the non-profit organizations, listed in Exhibit C, enclosing the Summary Class Notice (in English as well as the Top Five Languages), advising that they may post the Summary Class Notice or otherwise disseminate it to their consumers.

66. Following Preliminary District Court Approval, and no later than 7 days after receipt from NYCTA of the Summary Class Notice in English, Spanish, Chinese, Russian, French Creole, and Korean, Class Counsel New York Lawyers for the Public Interest shall prominently post the Summary Class Notice on its website at www.nympi.org.

67. The parties agree to work in good faith to negotiate a short-form version of the Summary Class Notice for purposes of publication in newspapers and periodicals (the "Publication Notice"). No later than 14 days after Preliminary District Court Approval, NYCTA shall cause the Publication Notice to be published in the following publications and in the following languages:

- a. El Diario, in Spanish
- b. World Journal, in Traditional or Simplified Chinese as recommended by the publication
- c. Russian Bazaar, in Russian
- d. Haiti Observateur, in Haitian Creole
- e. Korea Daily New York, in Korean

68. Costs of publication and translation of the Summary Class Notice, including the Publication Notice, shall be borne by NYCTA.

X. OBJECTIONS TO SETTLEMENT

69. Any Class Member who wishes to object to the fairness, reasonableness or adequacy of this Stipulation or the proposed settlement must serve on Class Counsel a written statement of objection no later than 40 days before the Fairness Hearing (or as the District Court may otherwise direct). No later than 25 days before the Fairness Hearing, Class Counsel will file with the Court all such objections in a single submission. The statement of the objection must set forth in writing the specific reason(s), if any, for each objection, including any legal support the Class Member wishes to bring to the District Court's attention, and any evidence the Class Member wishes to introduce in support of the objection.

70. The written statement of objection must also set forth the Class Member's name, address, telephone number, and a statement of whether the Class Member or his or her lawyer

will ask to appear at the Fairness Hearing. In accordance with the requirements of the District Court, Class Members may appear at the Fairness Hearing either on their own or through an attorney hired at their own expense. If a Class Member hires an attorney to represent him or her, the attorney must (1) file a notice of appearance with the Clerk of the District Court no later than 40 days before the Fairness Hearing (or as the District Court may otherwise direct) and (2) serve a copy of that notice of appearance on Class Counsel at the addresses set forth in ¶ 88, below, postmarked no later than 40 days before the Fairness Hearing.

71. Any Class Member who files and serves a timely written objection, as described in the preceding paragraph in this Section, may appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense who files the appropriate notice, to object to the fairness, reasonableness or adequacy of this Stipulation, the proposed settlement, or the award of attorneys' fees and expenses. Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must (1) file a notice of intention to appear with the Clerk of the District Court no later than 40 days before the Fairness Hearing (or as the District Court may otherwise direct) and (2) serve the notice of intention to appear on Class Counsel at the addresses set forth in ¶ 88, below, no later than 40 days before the Fairness Hearing (or as the District Court may otherwise direct), and comply with all other requirements of the District Court for such an appearance.

72. Any Class Member who fails to fully comply with the provisions of the preceding paragraphs of this Section will be deemed hereby to have waived and forfeited any and all rights he or she may have to appear separately and/or object, and will be bound by all the terms of this Stipulation and by all proceedings, orders and judgments in this matter.

XI. RELEASE

73. The Stipulation resolves in full any and all claims or rights of action that exist as of and subject to Final District Court Approval other than claims for individual monetary damages, against the Defendants and their predecessors, successors, or assignees together with past, present, and future officials, employees, representatives, and agents of NYCTA and any of its past or present affiliates or subsidiaries now or as they and/or their successors may be constituted in the future, including but not limited to, MTA Bus Company, the Metropolitan Transportation Authority, the Manhattan and Bronx Surface Transit Operating Authority, Metro-North Commuter Railroad Company, Long Island Rail Road, Metropolitan Suburban Bus Authority (Long Island Bus), Triborough Bridge and Tunnel Authority, Staten Island Rapid Transit Operating Authority, and MTA Capital Construction Company (the "Released Persons"), by Class Members (other than the Named Plaintiffs) contained in or arising from the Complaint and Amended Complaint in this action, and any other claims or rights of action that Class Members (other than the Named Plaintiffs) may have based upon or arising from language access barriers in Access-A-Ride that could have been raised at this time in this action and for which the Named Plaintiffs had standing to raise when filing the Complaint and Amended Complaint. As of and subject to Final District Court Approval, Class Members hereby release and waive any and all claims and rights of action that exist as of the Effective Date, other than claims and rights for individual monetary damages, to pursue, initiate, or prosecute any and all causes of action, claims, awards, equitable relief, legal and administrative relief, interest, demands, or rights, before any court, administrative agency, or other tribunal, or to file any complaint with regard to acts of commission or omission by the Released Persons related to, connected with, arising out of, or based upon, the allegations contained in, or arising from, the Complaint and Amended Complaint in this action for which the Named Plaintiffs had standing to

raise when filing the Complaint and Amended Complaint. This release does not prevent Plaintiffs' Class Counsel from enforcing the terms of this Stipulation pursuant to paragraphs 54 through 57.

74. The Stipulation resolves in full any and all claims or rights of action that exist as of and subject to Final District Court Approval by the Named Plaintiffs against the Released Persons, contained in or arising from the Complaint and Amended Complaint in this action, and any other claims or rights of action that the Named Plaintiffs may have based upon or arising from language access barriers in Access-A-Ride that could have been raised at this time in this action and for which the Named Plaintiffs had standing to raise when filing the Complaint and Amended Complaint. As of and subject to the date of Final District Court Approval the Named Plaintiffs hereby release and waive any and all claims and rights of action that exist as of the Effective Date to pursue, initiate, or prosecute any and all causes of action, claims, awards, equitable relief, legal and administrative relief, interest, demands, or rights, before any court, administrative agency, or other tribunal, or to file any complaint with regard to acts of commission or omission by the Released Persons related to, connected with, arising out of, or based upon, the allegations contained in, or arising from, the Complaint and Amended Complaint in this action for which the Named Plaintiffs had standing to raise when filing the Complaint and Amended Complaint. The Named Plaintiffs shall each provide a Release, in the form of Exhibit D, releasing and waiving their claims as set forth therein. This release does not prevent Plaintiffs' Class Counsel from enforcing the terms of this Stipulation pursuant to paragraphs 54 through 57.

XII. INDIVIDUAL SERVICE AWARDS AND DAMAGES CLAIMS OF NAMED PLAINTIFFS

75. NYCTA has agreed to pay a total of \$194,000.00 in settlement of the Named Plaintiffs' individual damages claims and any claim Named Plaintiffs may have for a service award. Such payment shall be delivered to New York Lawyers for the Public Interest within forty-five (45) days of Final District Court Approval for distribution to Named Plaintiffs, with checks payable to "New York Lawyers for the Public Interest as Attorneys for Named Plaintiffs Josefa Jorge, Nyuk Siem Yap, Siewling Lum, Annette Padrò, Doris Rodriguez, and Rosa Valdès."

XIII. ATTORNEYS' FEES AND REIMBURSED EXPENSES

76. Subject to the approval of the District Court, Defendant agrees to pay \$365,000.00 to New York Lawyers for the Public Interest for all of Plaintiffs' Counsel's fees and costs incurred through Final District Court Approval. Class Counsel Jenner & Block LLP, which has acted on a *pro bono* basis, will be reimbursed solely for its out-of-pocket disbursements, such as translation and interpretation services. Such reimbursement is included in the \$365,000 referenced above.

77. Subject to Final District Court Approval, the \$365,000.00 payable to New York Lawyers for the Public Interest will be paid within forty-five (45) days after the District Court's Final Approval of the Settlement.

78. New York Lawyers for the Public Interest will be responsible for allocating and distributing any award of attorneys' fees and reimbursed expenses among Class Counsel for Plaintiffs in the matter. Defendant will have no responsibility for allocating and distributing such award.

XIV. PRELIMINARY APPROVAL

79. Within 30 days after execution by all parties, the Parties shall file the Stipulation, with all Exhibits to it, with the District Court and will apply for entry of the Preliminary

Approval Order substantially in the form attached as Exhibit B, and Plaintiffs will file their unopposed motion for class certification on consent from Defendant.

XV. FAIRNESS HEARING AND ORDER APPROVING SETTLEMENT AND FINAL JUDGMENT

80. At or after the Fairness Hearing, and upon the District Court's approval of this Settlement, the Parties will seek and obtain from the District Court the Order Approving Settlement and Final Judgment. The Order Approving Settlement and Final Judgment will provide at least the following:

- a. find that the District Court has personal jurisdiction over all Class Members and subject matter jurisdiction (a) over the claims asserted in the Complaints and (b) over all the terms of this Stipulation (including the Release) and all exhibits to this Stipulation;
- b. find that the Class Notice and notice methodology implemented under this Stipulation constituted appropriate notice to the class pursuant to Fed. R. Civ. P. 23(e)(1);
- c. certify the Class for settlement purposes pursuant to Fed. R. Civ. P. 23(b)(2);
- d. approve this Stipulation and the proposed settlement as fair, reasonable and adequate, and consistent and in compliance with the applicable provisions of the United States Constitution, as to, and in the best interests of, each of the Parties and the Class Members; direct the Parties and their counsel to implement and consummate this Stipulation according to its terms and provisions; and declare this Stipulation to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits in federal or state court or in any other legal,

- administrative or regulatory proceedings that are commenced or maintained by or on behalf of Plaintiffs or any other Class Members or other releasors;
- e. find that Class Counsel in this action and the Class representatives adequately represented the Class for purposes of entering into and implementing this Settlement, and approve Defendant's payment of attorneys' fees and reimbursed expenses to Class Counsel;
 - f. dismiss the action (including all individual claims and Class claims presented in it) on the merits and with prejudice, without fees or costs to any Party, except as provided in this Stipulation;
 - g. incorporate and set forth in full the release in Section XI of this Stipulation, and make the release effective as of the date of the Final Judgment; and
 - h. state that, without affecting the finality of the Order Approving Settlement and Final Judgment for purposes of appeal, the District Court will retain jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of this Stipulation and the Order Approving Settlement and Final Judgment, and for any other necessary purpose; and
 - i. incorporate any other provisions as the District Court deems necessary and just.

XVI. MODIFICATION OR TERMINATION OF THIS STIPULATION

81. The terms and provisions of this Stipulation may be amended, modified or expanded by written agreement of the Parties with approval of the District Court, *provided however*, that the Parties may effect such amendments, modifications or expansions of this Stipulation and their implementing documents (including any exhibits to them) without notice to or approval by the District Court if such changes are consistent with the District Court's Order Approving Settlement and Final Judgment.

XVII. MISCELLANEOUS

82. To the extent there are disputes regarding this Stipulation, the Parties will attempt to resolve any such dispute in good faith. If the Parties fail to resolve the dispute, the District Court retains jurisdiction over the Settlement and the interpretation of the Stipulation.

83. Class Counsel represents that they are authorized to enter into this Stipulation on behalf of Plaintiffs. Counsel for Defendants represents that they are authorized to enter into this Stipulation on behalf of Defendants.

84. All terms of this Stipulation shall be binding on, and inure to the benefit of, the successors of any party.

85. This Stipulation sets forth the entire agreement among the Parties with respect to its subject matter. With the exception of individual General Releases from the Named Plaintiffs, any Infant Compromise Orders, if necessary, and any documents required to effectuate the payments for individual damages claims to the Named Plaintiffs, described in Section XII, the Parties expressly acknowledge that no other agreements, arrangements or understandings not expressed in this Stipulation exist among or between them with respect to the subject matter of this Stipulation.

86. The Parties have carefully and jointly drafted this Stipulation, and each Exhibit hereto, to be entirely consistent in all respects. Because this Stipulation and the Exhibits hereto were jointly drafted by the Parties and their counsel, the Stipulation and the Exhibits will not be interpreted or construed in favor of any party under any rule requiring an interpretation or construction against the draftsman in the case of an ambiguity, or otherwise.

87. Except as otherwise set forth in this Stipulation, any action to enforce this Stipulation will be commenced and maintained only in the District Court.

88. Whenever this Stipulation requires or contemplates that one Party will or may give notice to the other, notice will be provided by e-mail and next-day (excluding weekend days) overnight delivery service as follows:

If to Defendant, then to:

New York City Transit Authority
Office of the General Counsel
130 Livingston Street, 12th Floor
Brooklyn, NY 11201

If to Plaintiffs, then to:

Kelly McAnnany
Katherine Rosenfeld
New York Lawyers for the Public Interest
151 West 30th Street, 11th Floor
New York, New York 10001
kmcannany@nylpi.org
krosenfeld@nylpi.org

89. All time periods set forth in this Stipulation will be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Stipulation or by order of court, the day of the act, event, or default from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday, or legal holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the Clerk of the District Court inaccessible, in which event the period will run until the end of the next day that is not one of the aforementioned days. "Legal holiday" includes New Year's Day, Birthday of Martin Luther King, Jr., President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and any other day appointed as a holiday by the President or the Congress of the United States.

90. All Parties agree that this Stipulation was drafted by counsel for the Parties at arm's length.

91. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another and take all necessary and appropriate steps to obtain District Court approval of this Settlement and Stipulation, to use their best efforts to effect the prompt consummation of this Stipulation and the proposed Settlement, and to execute such additional documents as may be reasonably necessary to carry out the provisions of this Stipulation. If the District Court approves this Stipulation, and if there is an appeal from such decision by a non-party, Defendant will join Class Counsel in defense of this Stipulation on any such appeal or subsequent proceeding.

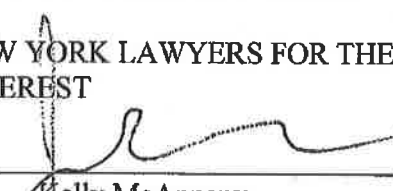
92. The Parties agree not to appeal any aspect of this Stipulation, under any condition or circumstance, or to otherwise collaterally attack or challenge this Stipulation.

93. This Stipulation may be signed in counterparts, each of which will constitute a duplicate original.

FOR THE NAMED PLAINTIFFS AND THE
PUTATIVE PLAINTIFF CLASS:

NEW YORK LAWYERS FOR THE PUBLIC
INTEREST

By: _____


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