

**USDC SDNY
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RAKESH SHARMA,

Plaintiff,

-against-

THE CITY OF NEW YORK; KATHERINE
OLIVER, Commissioner of the Mayor's Office of
Film, Theatre and Broadcasting; JAMES ALAMIA,
Detective of the New York City Police Department;
DANIEL D'ALESSANDRO, Detective of the New
York City Police Department; and MARC
ALVAREZ, Detective of the New York City Police
Department,

Defendants.

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISMISSAL**

06 CV 0166 (RCC) (FM)

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WHEREAS, plaintiff commenced this action by filing a Complaint on January 10, 2006, and subsequently filed a First Amended Complaint on August 7, 2006, alleging, among other things, violations of his civil rights pursuant to federal and New York State laws; and

WHEREAS, defendants City of New York, James Alamia, Daniel D'Alessandro, and Marc Alvarez have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, defendant Katherine Oliver, Commissioner of the Mayor's Office of Film, Theatre and Broadcasting, has been or will be dismissed as a defendant pursuant to the terms of the So-Ordered Stipulation of Partial Settlement that was executed by counsel for the parties and endorsed by the Court on April 19, 2007 (the "April 19, 2007 Stipulation and Order") (copy annexed hereto as Exhibit "A"), and under the conditions set forth therein; and

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WHEREAS, the parties now desire to resolve the issues raised in this litigation relating to plaintiff's allegations concerning the New York City Police Department and any of its members, which allegations are not encompassed within the April 19, 2007 Stipulation and Order, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The City of New York hereby agrees to pay plaintiff the sum of Fourteen Thousand Dollars (\$14,000.00), plus reasonable attorneys' fees, expenses, and costs, in full satisfaction of all claims against defendants related to allegations not encompassed within the terms of the April 19, 2007 Stipulation and Order. In consideration for the payment of these sums, plaintiff agrees to dismissal of all of his claims against defendants City of New York, James Alamia, Daniel D'Alessandro, and Marc Alvarez, and to release these defendants, and any present or former employees or agents of the City of New York, the New York City Police Department, and any other agency of the City of New York, from any and all liability, claims, or rights of action arising from and contained in the First Amended Complaint in this action related to allegations concerning the New York City Police Department and any of its members and not encompassed within the terms of the April 19, 2007 Stipulation and Order, including claims for costs, expenses and attorneys' fees.

2. Plaintiff hereby assigns his rights to attorneys' fees, expenses, and costs to his attorneys, the New York Civil Liberties Union Foundation.

3. The City of New York hereby agrees to pay plaintiff's counsel, the New York Civil Liberties Foundation, the sum of Fifteen Thousand Dollars (\$15,000.00), as

reasonable attorneys' fees, expenses and costs, in consideration of the terms of this Stipulation and Order

4. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraphs "1," "2," and "3" of this Stipulation and Order of Settlement and Dismissal and an Affidavit of No Liens.

5. On payment of the amounts specified in paragraphs "1" and "3" above, all claims in the above-referenced action relating to any and all allegations against defendants City of New York, James Alamia, Daniel D'Alessandro, and Marc Alvarez, which allegations are not encompassed within the April 19, 2007 Stipulation and Order, are dismissed with prejudice, and without costs, expenses, or fees in excess of the amounts specified in paragraphs "1" and "3" above.

6. In the event that the April 19, 2007 Stipulation and Order is later deemed voided pursuant to paragraph "1" of the April 19, 2007 Stipulation and Order, and matters encompassed within the April 19, 2007 Stipulation and Order are litigated before the Court, the parties agree that they will not submit any evidence to the Court relating to this Stipulation and Order, or to the plaintiff's interactions with the New York City Police Department or any of its members, including, but not limited to, the allegations in the First Amended Complaint concerning plaintiff's interactions with the New York City Police Department or any of its members.

7. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of

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the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York.

8. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Police Department.

9. The parties agree that they will neither proffer nor make reference to this Stipulation and Order in any other litigation or proceeding, and further agree that this Stipulation and Order is not related to any other litigation or settlement negotiations.

10. This Stipulation and Order and the April 19, 2007 Stipulation and Order endorsed by the Court, contain all of the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

11. Counsel for the parties have reviewed and revised this Stipulation and Order, and any rule of construction by which any ambiguities are to be resolved against the drafter shall not be applied in the interpretation of this Stipulation and Order.

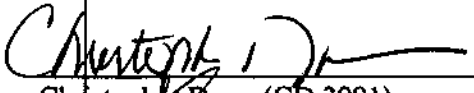
12. With execution of this Stipulation and Order, endorsement of the Court, and payment of the amounts specified in paragraphs "1" and "3" above, all claims asserted in this action which pertain to the New York City Police Department and any of its members, will be finally resolved, and, further, this action will be finally resolved in its entirety.

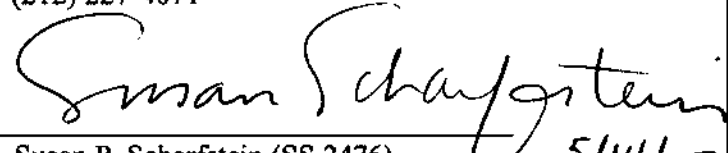
13. The parties consent to the referral of this action to a Magistrate Judge pursuant to 28 U.S.C. § 636(c) for the limited purpose of endorsing this Stipulation and Order.

Dated: New York, New York
May 15, 2007


CHRISTOPHER DUNN, ESQ.
The New York Civil Liberties Union
Foundation
125 Broad Street
New York, NY 10004
(212) 607-3300

MICHAEL A. CARDOZO
Corporation Counsel of the City of
New York
Attorney for Defendants
100 Church Street
New York, NY 10007
(212) 227-4071

By: 
Christopher Dunn (CD 3991) 5/11/07

By: 
Susan P. Scharfstein (SS 2476) 5/14/07

SO ORDERED:


FRANK MAAS, U.S.M.J.