

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JARRETT PAYNE, ANDIE MALI, CAMILA GINI, VIDAL
GUZMAN, VIVIAN MATTHEW KING-YARDE, CHARLIE
MONLOUIS-ANDERLE, JAMES LAUREN, MICAELA
MARTINEZ, JULIAN PHILLIPS, NICHOLAS MULDER and
COLLEEN MCCORMACK-MAITLAND,

**STIPULATION AND
ORDER OF DISMISSAL**

20CV08924 (CM) (GWG)

Plaintiffs,

-against-

MAYOR BILL DE BLASIO, CHIEF OF DEPARTMENT
TERENCE MONAHAN, CITY OF NEW YORK,
COMMANDING OFFICER OF PATROL BOROUGH
BRONX, CHIEF KENNETH LEHR, SERGEANT MAJER
SALEH, OFFICER BRYAN S. ROZANSKI, OFFICER
JAKUB TARLECKI, SERGEANT KEITH CHENG,
OFFICER MATTHEW TARANGELO, OFFICER
STEPHANIE CHEN, OFFICER TAYLOR CORCORAN,
OFFICER MATTHEW L. PERRY, DETECTIVE DAMIAN
RIVERA, OFFICER BRYAN PIZZIMENTI, OFFICER
JOSEPH DECK, LIEUTENANT MICHAEL BUTLER,
OFFICER AARON HUSBANDS, SERGEANT THOMAS E.
MANNING, OFFICERS JOHN DOE 1-26, OFFICER JANE
DOE 1, OFFICER DOE ESPOSITO and OFFICER
HENSLEY CARABALLO,

Defendants.

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WHEREAS, the parties have reached a settlement agreement and now desire to
resolve plaintiffs' damages claims without further proceedings and without admitting any fault or
liability; and

WHEREAS, the plaintiffs' remaining claims for injunctive relief are not affected
by this Stipulation.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, that

1. The plaintiffs' claims for damages in the above-captioned action are hereby dismissed with prejudice; and

2. The plaintiffs' remaining claims for injunctive relief are not affected by this Stipulation.

3. Notwithstanding the dismissal of the plaintiffs' claims for damages in this action in accordance with this Stipulation of Settlement, the District Court shall continue to retain jurisdiction over this action for the purpose of enforcing the terms of this settlement agreement reached between the parties and set forth in this Stipulation of Settlement executed by the parties in this matter.

Dated: New York, New York
May 8, 2024

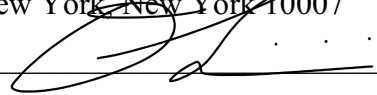
NEW YORK CIVIL LIBERTIES UNION
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By:  _____
Molly K. Biklen

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Tarlecki, Cheng, Tarangelo, Chen,
Corcoran, Perry, Rivera, Pizzimenti,
Deck, Butler, Husbands, Manning, and
Caraballo
100 Church Street, 3rd Floor
New York, New York 10007

By:  _____
Omar J. Siddiqi
Senior Counsel

The Quinn Law Firm, PLLC
Attorneys for Defendant Majer Saleh
399 Knollwood Road, Suite 220
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(914) 997-0555

By:  _____
Marykate Acquisto

SO ORDERED:

HON. COLLEEN MCMAHON
UNITED STATES DISTRICT JUDGE

Dated: _____, 2024

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

JARRETT PAYNE, ANDIE MALI, CAMILA GINI, VIDAL
GUZMAN, VIVIAN MATTHEW KING-YARDE,
CHARLIE MONLOUIS-ANDERLE, JAMES LAUREN,
MICAELA MARTINEZ, JULIAN PHILLIPS, NICHOLAS
MULDER and COLLEEN MCCORMACK-MAITLAND,

**STIPULATION OF
SETTLEMENT**

20CV08924 (CM) (GWG)

Plaintiffs,

-against-

MAYOR BILL DE BLASIO, CHIEF OF DEPARTMENT
TERENCE MONAHAN, CITY OF NEW YORK,
COMMANDING OFFICER OF PATROL BOROUGH
BRONX, CHIEF KENNETH LEHR, SERGEANT MAJER
SALEH, OFFICER BRYAN S. ROZANSKI, OFFICER
JAKUB TARLECKI, SERGEANT KEITH CHENG,
OFFICER MATTHEW TARANGELO, OFFICER
STEPHANIE CHEN, OFFICER TAYLOR CORCORAN,
OFFICER MATTHEW L. PERRY, DETECTIVE DAMIAN
RIVERA, OFFICER BRYAN PIZZIMENTI, OFFICER
JOSEPH DECK, LIEUTENANT MICHAEL BUTLER,
OFFICER AARON HUSBANDS, SERGEANT THOMAS E.
MANNING, OFFICERS JOHN DOE 1-26, OFFICER JANE
DOE 1, OFFICER DOE ESPOSITO and OFFICER
HENSLEY CARABALLO,

Defendants.

-----X

WHEREAS, plaintiffs commenced this action by filing a complaint on October 26,
2020, a First Amended Complaint on March 5, 2021, and a Corrected Second Amended Complaint
on April 25, 2023, alleging that the defendants violated the plaintiffs' federal and state law rights;
and

WHEREAS, plaintiffs allege they have suffered physical injuries from the
incidents described in the Second Amended Complaint; and

WHEREAS, on July 10, 2023, defendant Majer Saleh filed a cross-claim against defendant City of New York; and

WHEREAS, defendants City of New York, Mayor Bill De Blasio, Chief of Department Terence Monahan, Commanding Officer of Patrol Borough Bronx, Chief Kenneth Lehr, Officer Bryan Rozanski, Officer Jakub Tarlecki, Sergeant Keith Cheng, Officer Matthew Tarangelo, Officer Stephanie Chen, Officer Taylor Corcoran, Officer Matthew Perry, Detective Damian Rivera, Officer Bryan Pizzimenti, Officer Joseph Deck, Lieutenant Michael Butler, Officer Aaron Husbands, Sergeant Thomas Manning, and Officer Hensley Caraballo have denied any and all liability arising out of the plaintiffs' allegations in the above-captioned action; and

WHEREAS, defendant Sergeant Majer Saleh has denied any and all liability arising out of the plaintiffs' allegations in the above-captioned action; and

WHEREAS, defendant City of New York denies any and all liability arising out of defendant Majer Saleh's cross-claims; and

WHEREAS, pursuant to the Stipulation and Order of Voluntary Dismissal with Prejudice dated May 8, 2024, plaintiffs have agreed to voluntarily discontinue their claims against defendant Sergeant Majer Saleh with prejudice (Dkt # 1170); and

WHEREAS, pursuant to the Stipulation and Order of Voluntary Dismissal with Prejudice dated May 8, 2024, defendant Sergeant Majer Saleh has agreed to voluntarily discontinue his cross-claims against defendant City of New York with prejudice (Dkt #1170); and

WHEREAS, the parties now desire to resolve plaintiffs' damages claims without further proceedings and without admitting any fault or liability; and

WHEREAS, the plaintiffs' remaining claims for injunctive relief are not affected by this Stipulation; and

WHEREAS, plaintiffs' counsel represent that the plaintiffs have assigned all of their rights to attorneys' fees, expenses, and costs to their counsels New York Civil Liberties Union Foundation and The Legal Aid Society; and

WHEREAS, the parties have separately entered into an memorandum of understanding dated April 30, 2024 with respect to attorneys' fees and costs for plaintiffs' claims for injunctive relief; and

WHEREAS, plaintiffs have authorized their counsel to settle their claims for damages under the terms of this Stipulation of Settlement set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, the attorneys of record for the respective parties to the above-captioned action, as follows:

1. Plaintiffs' damage claims in the above-captioned action are hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees except as specified in paragraphs "2" and "4" below.

2. Defendant City of New York hereby agrees to pay plaintiff Jarrett Payne the sum of One Hundred Forty-Five Thousand (\$145,000.00) Dollars; plaintiff Andie Mali the sum of Fifteen Thousand (\$15,000.00) Dollars; plaintiff Camila Gini the sum of Seventeen Thousand Five Hundred (\$17,500.00) Dollars; plaintiff Vidal Guzman the sum of Seventeen Thousand Five Hundred (\$17,500.00) Dollars; plaintiff Vivian Matthew King-Yarde the sum of Thirty-Five Thousand (\$35,000.00) Dollars; plaintiff Charlie Monlouis-Anderle the sum of One Hundred Seventy-Five Thousand (\$175,000.00) Dollars; plaintiff Nicholas Mulder the sum of

Twenty-Seven Thousand Five Hundred (\$27,500.00) Dollars; plaintiff Colleen McCormack-Maitland the sum of Fifteen Thousand (\$15,000.00) Dollars; plaintiff James Lauren the sum of Twenty-One Thousand Five Hundred (\$21,500.00) Dollars; plaintiff Micaela Martinez the sum of Twenty-One Thousand Five Hundred (\$21,500.00) Dollars and plaintiff Julian Phillips the sum of Twenty-One Thousand Five Hundred (\$21,500.00) Dollars in full satisfaction of all damage claims, including claims for costs, expenses, and attorneys' fees that were or could have been alleged in the aforementioned action as set forth herein.

3. Plaintiffs have assigned all of their rights to attorneys' fees, expenses, and costs to their counsels New York Civil Liberties Union Foundation and The Legal Aid Society.

4. Defendant City of New York hereby agrees to pay plaintiffs' counsel New York Civil Liberties Union Foundation the sum of 1,004,757.70 Dollars and plaintiffs' counsel the Legal Aid Society the sum of 598,542.30 Dollars in full satisfaction of plaintiffs' claims for attorneys' fees, expenses, and costs with respect to their damage claims.

5. In consideration for the payment of these sums specified in Paragraph "2" and "4", the plaintiffs and their counsel agree to dismissal of all the damages claims in the above-captioned matter against the defendants, with prejudice, and to release and discharge defendants City of New York, Mayor De Blasio, Chief of Department Monahan, Commanding Officer of Patrol Borough Bronx, Chief Lehr, Officer Rozanski, Officer Tarlecki, Sergeant Cheng, Officer Tarangelo, Officer Chen, Officer Corcoran, Officer Perry, Detective Rivera, Officer Pizzimenti, Officer Deck, Lieutenant Butler, Officer Husbands, Sergeant Manning, and Officer Caraballo; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action, or related state law claims, that plaintiffs

have, had, or may have arising from allegations set forth in the complaint in this proceeding, whether known or unknown, including claims for costs, expenses, and attorneys' fees, except for injunctive claims not affected by this Stipulation.

6. Each Plaintiff shall execute and serve on the City of New York's attorney by legal tender (either by personal service or certified mail) at 100 Church Street, New York, New York 10007 all documents necessary to effect this settlement based on the terms of paragraphs "2" and "3" above, including, without limitation, a General Release, IRS Form W-9, and an Affidavit of Status of Liens. Prior to tendering the requisite documents to effect this settlement, Medicare-recipient plaintiffs must obtain and submit a final demand letter from their Medicare provider(s) for the reimbursement of any conditional payments made for the injuries claimed in this matter. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

7. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

8. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

9. Plaintiffs agree to hold harmless defendants regarding any past and/or future Medicare claims, presently known or unknown, in connection with this matter. If Medicare claims

are not satisfied, defendants reserve the right to issue a multiparty settlement check naming the Medicare provider as a payee or to issue a check directly to the Medicare provider for the amount claimed in the Medicare provider’s final demand letter.

10. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto regarding the plaintiffs’ damages claims, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement 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.

Dated: New York, New York
May 8, 2024

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By: 
Marykate Acquisto