

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

OLALEKAN ABOUBAKAR, CHRISTIAN
BATISTA, BRIDGET CAPOBIANCO, ANATOLIY
ELKIN, JAMEL LOFTIN, BRANDON WINN, on
behalf of themselves and all others similarly situated,
and DAVID AVRAHAM, LEONARD BRUCE,
TROY DANIELS, DANIELA GONZALEZ,
RODDRICK INGRAM, ANDREW LEE, SIDNEY
LOUIS,

Plaintiffs,

-against-

THE CITY OF NEW YORK, CAPTAIN WILLIAM
TOBIN, LIEUTENANT THOMAS BOUYER,
SERGEANT KELLEY SEALY, CAPTAIN JOHN
MARCHICA, ASSISTANT CHIEF GARY
STREBEL, ASSISTANT CHIEF DONNA JONES,
ROBERT PITTMAN, ANDREW TOWNES, DENZIL
SNODDY, JOHN/JANE DOES 1-5 (representing
municipal officials responsible for the operation and
conditions of Brooklyn Central Booking but who have
not yet been identified by defendants),

Defendants.

Case No. 1:20-CV-01716 (NGG) (PCG)

DOMINICK BRENNAN, JOSEPH CARBONE,
DWIGHT FRANCE, GEOFFREY MAUGERI, GARY
REALMUTO, on behalf of themselves and all others
similarly situated, and TIVON FORMAN, LATOYA
HOLMES- MCFADDEN, CARMINE PERSICO,

Plaintiffs,

-against-

THE CITY OF NEW YORK, CAPTAIN WILLIAM
TOBIN, LIEUTENANT THOMAS BOUYER,
SERGEANT KELLEY SEALY, CAPTAIN JOHN
MARCHICA, ASSISTANT CHIEF GARY STREBEL,
ASSISTANT CHIEF DONNA JONES, ROBERT
PITTMAN, ANDREW TOWNES, DENZIL
SNODDY, JOHN/JANE DOES 1-5 (representing
municipal officials responsible for the operation and
conditions of Brooklyn Central Booking but who have
not yet been identified by defendants),

Defendants.

Case No. 19-CV-2054 (NGG) (PCG)

BRIDGET CAPOBIANCO, ALEX LEROY,
CHRISTIAN BATISTA, KHALIFA FALL, MARIO
CAMPAZ, MOHAMED (“MOE”) TAHAT,
FRANCISCO DIAZ, CHARLES MORRIS, RYAN
LEWIS, ANTHONY CANGEMI, MICHAEL BOSCO,
GARY ABRAMS, JISOO SUN, CLAYTON TAPP,
DESTINY PEREZ, ONA KELSAY, JOSEPH
PETILLO, JUSTIN TAGLIAVIA, ARTHUR DUL,
NICHOLAS VITALE, JOHNNY LUZINCOURT,
MARGO WOODLEY, GLENDESHA
MACDONALD, JESSICA WILLIAMS, RYAN
PORTER, DESTINY MORENO, JAYQUAN
JOHNSON, DYLAN RICHARDSON, LIONEL
ALVAREZ, JURARD ST. HILLAIRE, KEVON
YARD- PROVIDENCE, SIDNEY LOUIS, TROY
DANIELS, REN JEFFREY, PEDERSIN PELISSIER,
HENS WORTH EDWARDS, GREGORY MAUGERI,
PAUL SIMPSON, WILLIAM GORMAN, SEYMIAH
CAMPBELL, ROUSZ DELUCA, CALVIN LUCKY,
ROBERT PEARLSTEIN, MARK TURNER,

JOHNNIE ENGLISH, NESTOR HERNANDEZ,
JACQUIL CAMPBELL, RAYSHAWN MOORE,
SIMON VIKTORENKO, RAFAEL HERNANDEZ,
JAVAAS WEBSTER, JOSE ROMAN, CODEY
FORREST, DARIUS JONES, JOSHUA MARSHALL,
ANDRIAN JONES, RICKY PEREZ, RYAN
MORANT, Individually and on Behalf of a Class of all
Others Similarly Situated,

Plaintiffs,

-against-

THE CITY OF NEW YORK, MAYOR BILL DE
BLASIO, MARCOS GONZALEZ SOLER, Director of
the Mayor's Office of Criminal Justice, DERMOT
SHEA, Commissioner of the New York City Police
Department, ASSISTANT CHIEF DONNA JONES,
Commanding Officer of the New York City Police
Department's Criminal Justice Bureau, JANINE
GILBERT, Assistant Deputy Commissioner of the New
York City Police Department, LISETTE CAMILO,
Commissioner of the Department of Citywide
Administrative Services, DEPUTY INSPECTOR
GARFIELD MCLEOD, Commanding Officer of
Brooklyn Court Section, CAPTAIN STANLEY
GEORGE, Commanding Officer of Bronx Court
Section, CAPTAIN NOEMA IOFFE, Commanding
Officer of Manhattan Court Section, CAPTAIN
MICHAEL CORBETT, Commanding Officer of
Queens Court Section, LIEUTENANT CARMEN
LOPERENA, Commanding Officer of Richmond
County Court Section, LIEUTENANT THOMAS
BOUYER, former Commanding Officer of Richmond
County Court Section, CAPTAIN DAMIAN GARCIA,
Commanding Officer of Queens Court Section, and
JOHN/JANE DOES 1-10 (unidentified officials also
liable for the conditions in the City of New York's
Central Booking facilities),

Defendants.

Case No. 1:21-CV-06125 (NGG) (PCG)

STIPULATION OF SETTLEMENT AND ORDER

THIS CLASS ACTION LAWSUIT SETTLEMENT AGREEMENT is made and entered into as of the 22nd day of May 2026, by and among Defendants City of New York, Captain William Tobin, Lieutenant Thomas Bouyer, Sergeant Kelley Sealy, Captain John Marchica, Assistant Chief Gary Strebel, Assistant Chief Donna Jones, Robert Pittman, Andrew Townes, Denzil Snoddy, and John/Jane Does 1-5 (representing municipal officials responsible for the operation and conditions of Brooklyn Central Booking but who have not yet been identified by Defendants), Mayor Bill de Blasio, Marcos Gonzalez Soler, Director of the Mayor’s Office of Criminal Justice, Dermot Shea, Commissioner of the New York City Police Department, Commanding Officer of the New York City Police Department’s Criminal Justice Bureau, Janine Gilbert, Assistant Deputy Commissioner of the New York City Police Department, Lisette Camilo, Commissioner of the Department of Citywide Administrative Services, Deputy Inspector Garfield McLeod, Commanding Officer of Brooklyn Court Section, Captain Stanley George, Commanding Officer of Bronx Court Section, Captain Noema Ioffe, Commanding Officer of Manhattan Court Section, Captain Michael Corbett, Commanding Officer of Queens Court Section, Lieutenant Carmen Loperena, Commanding Officer of Richmond County Court Section, Captain Damian Garcia, Commanding Officer of Queens Court Section, and John/Jane Does 1-10 (unidentified officials also liable for the conditions in the City of New York’s Central Booking facilities) (collectively, “Defendants”); and the Named Plaintiffs in *Aboubakar et al. v. City of New York et al.*, 20-CV-01716 (NGG) (PCG): Olalekan Aboubakar, Christian Batista,¹ Anatoliy Elkin, Jamel

¹ Christian Batitsta is also a Named Plaintiff in *Capobianco et al. v. City of New York et al.*, Case No. 1:21-CV-06125 (NGG) (PCG).

Loftin, Brandon Winn, David Avraham, Leonard Bruce, Troy Daniels,² Daniela Gonzalez, Roddrick Ingram, Andrew Lee, Sidney Louis³ (the “Aboubakar Plaintiffs”); the Named Plaintiffs in *Brennan et al. v. City of New York et al.*, Case No. 19-CV-2054 (NGG) (PCG): Dominick Brennan, Joseph Carbone, Dwight France, Geoffrey Maugeri, Gary Realmuto, Tivon Forman, Latoya Holmes-McFadden, Carmine Persico (the “Brennan Plaintiffs”); and the Named Plaintiffs in *Capobianco et al. v. City of New York et al.*, 21-CV-06125 (NGG) (PCG): Bridget Capobianco,⁴ Alex Leroy, Khalifa Fall, Mohamed (“Moe”) Tahat, Francisco Diaz, Charles Morris, Ryan Lewis, Anthony Cangemi, Michael Bosco, Gary Abrams, Jisoo Sun, Clayton Tapp, Destiny Perez, Ona Kelsay, , Nicholas Vitale, Johnny Luzincourt, Margo Woodley, Glendesha Macdonald, Jessica Williams, Ryan Porter, Jayquan Johnson, Dylan Richardson, Lionel Alvarez, Jurard St. Hillaire, Kevon Yard-Providence, Ren Jeffrey, Pedersin Pelissier, Hensworth Edwards, Gregory Maugeri, Paul Simpson, William Gorman, Seymiah Campbell, Rousz Deluca, Calvin Lucky, Robert Pearlstein, Mark Turner, Johnnie English, Nestor Hernandez, Simon Viktorenko, Rafael Hernandez, Javaas Webster, Jose Roman, Codey Forrest, Darius Jones, Andrian Jones, Ricky Perez, and Ryan Morant. (the “Capobianco Plaintiffs”) (collectively, “Class Representatives” or “Named Plaintiffs”), on behalf of themselves and the plaintiff classes of which they are Class Representatives (collectively, the “Plaintiffs”) (altogether, the “Parties”).

² Troy Daniels is also a Named Plaintiff in *Capobianco et al. v. City of New York et al.*, Case No. 1:21-CV-06125 (NGG) (PCG).

³ Sidney Louis is also a Named Plaintiff in *Capobianco et al. v. City of New York et al.*, Case No. 1:21-CV-06125 (NGG) (PCG).

⁴ Bridgette Capobianco is also a Named Plaintiff in *Aboubakar et al. v. City of New York et al.*, Case No. 1:20-CV-01716 (NGG) (PCG).

WHEREAS, on April 9, 2019, the *Brennan* Plaintiffs filed a Complaint pursuant to 42 U.S.C. § 1983, alleging violations of the Fourteenth Amendment to the United States Constitution; on April 7, 2020, the *Aboubakar* Plaintiffs filed a Complaint pursuant to 42 U.S.C. § 1983, alleging violations of the Fourteenth Amendment to the United States Constitution, and the New York State Constitution, Article I, § 12; on November 3, 2021, the *Capobianco* Plaintiffs filed a Complaint pursuant to 42 U.S.C. § 1983, alleging violations of the Fourteenth Amendment to the United States Constitution, the New York State Constitution, Article I, § 12 and the New York common law duty of care, all of which challenge the constitutionality of the conditions of confinement in the City’s Central Booking facilities;

WHEREAS the *Capobianco* Plaintiffs filed an Amended Complaint on March 18, 2022 and a Second Amended Complaint on November 4, 2022, which also challenge the constitutionality of the conditions of confinement in the City’s Central Booking facilities;

WHEREAS Defendants have denied any and all liability arising out of Plaintiffs’ allegations;

WHEREAS the Parties now desire to resolve the issues raised in this litigation without further proceedings and without admitting any fault or liability;

WHEREAS the terms of this Stipulation of Settlement and Order (“Stipulation”) were extensively and vigorously negotiated in good faith over several months under the supervision of The Honorable James C. Francis IV (Ret.), The Honorable Cheryl L. Pollak, and The Honorable Peggy Cross-Goldenberg;

WHEREAS the negotiations have resulted in this Stipulation which, subject to the approval of the Court, settles *Brennan et al. v. City of New York et al.*, 19-cv-2054 (NGG) (PCG); *Aboubakar et al. v. City of New York et al.*, 20-cv-1716 (NGG) (PCG); and *Capobianco et al. v.*

City of New York et al., 21-cv-6125 (NGG) (PCG), hereinafter referred to as “the Related Civil Actions,” in the manner and upon the terms set forth below; and

WHEREAS the signatories hereby represent that they are fully authorized to enter into this Stipulation and to bind the Parties and the Settlement Class Members to the terms and conditions hereof, subject to Court approval;

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

INTRODUCTION

1. The terms of this Stipulation provide a substantial benefit to the Settlement Class, as defined below. The Parties consider this Stipulation to be fair, reasonable, and adequate.

2. Defendants deny any and all liability and deny that they had or have a policy, or engaged in or currently engage in a pattern or practice that deprived persons of rights, privileges, or immunities secured or protected by the Constitution and laws of the United States and the State of New York.

3. This Stipulation does not, and shall not be deemed to, constitute an admission by Defendants as to the validity or accuracy of any of the allegations, assertions, or claims made by Plaintiffs. This Stipulation does not constitute an admission, adjudication, or finding on the merits of this Civil Action.

DEFINITIONS

The terms described below shall have the meanings defined in this Section wherever used in this Stipulation, and for the purposes of this Stipulation only.

4. “Administrative Costs” are the expenses incurred by the Claims Administrator in connection with the implementation and administration of the settlement,

including dissemination of notice and processing of claims pursuant to this Stipulation and the Proposed Preliminary Approval Order.

5. “Bar Date” is the date established by the Court by which any presumptive Class Member who wishes to receive payment pursuant to this Stipulation must submit a Claim Form. The Parties agree that this date should be 90 days from the Date of Class Notice.

6. “City” means the City of New York.

7. “Related Civil Actions” means the actions captioned *Brennan et al v. City of New York et al.*, 19-cv-2054 (NGG) (PCG), *Aboubakar et al. v. City of New York et al.*, 20-cv-1716 (NGG) (PCG), and *Capobianco et al. v. City of New York et al.* 21-cv-6125 (NGG) (PCG), before The Honorable Nicholas G. Garaufis in the United States District Court for the Eastern District of New York.

8. “Claims Administrator” means the Claims Administrator appointed by the Court. The Claims Administrator’s duties are defined below, in Paragraph 51.

9. “Claim Form” means the form agreed to by the Parties that Class Members must complete and submit in order to receive payment from this settlement.

10. “Class Counsel” means Giskan Solotaroff & Anderson LLP, Richard Cardinale, Esq., Scott A. Korenbaum, Esq., and Bergstein & Ullrich.

11. “Class Fund” means the amount to be paid by the City in satisfaction of all claims of Class Members. That amount shall be up to, but in no event greater than, \$21,500,000.00 (Twenty One Million Five Hundred Thousand Dollars). This amount is exclusive of attorneys’ fees and costs and settlement administration costs.

12. “Class Member” means any member of the Settlement Classes.

13. “Class Periods” means the periods April 8, 2017 to December 27, 2019, and February 3, 2020 to March 1, 2023

14. The “Aboubakar/Brennan Class” means all persons detained in Brooklyn Central Booking during the period April 8, 2017 to December 27, 2019.

15. The “Capobianco Class” means all persons detained in one of the five Central Booking facilities in New York City during the period February 3, 2020 to March 1, 2023.

16. The Capobianco Class and the Aboubakar/Brennan Class are referred to herein together as the “Settlement Class.”

17. “Class Representatives” or “Plaintiffs” or “Named Plaintiffs” mean Olalekan Aboubakar, Christian Batista, Anatoliy Elkin, Jamel Loftin, Brandon Winn, David Avraham, Leonard Bruce, Troy Daniels, Daniela Gonzalez, Roddrick Ingram, Andrew Lee, Sidney Louis, Dominick Brennan, Joseph Carbone, Dwight France, Geoffrey Maugeri, Gary Realmuto, Tivon Forman, Latoya Holmes-McFadden, Carmine Persico, Bridget Capobianco, Alex Leroy, Khalifa Fall, Mohamed (“Moe”) Tahat, Francisco Diaz, Charles Morris, Ryan Lewis, Anthony Cangemi, Michael Bosco, Gary Abrams, Jisoo Sun, Clayton Tapp, Destiny Perez, Ona Kelsay, , Nicholas Vitale, Johnny Luzincourt, Margo Woodley, Glendesha Macdonald, Jessica Williams, Ryan Porter, Jayquan Johnson, Dylan Richardson, Lionel Alvarez, Jurard St. Hillaire, Kevon Yard-Providence, Ren Jeffrey, Pedersin Pelissier, Hensworth Edwards, Gregory Maugeri, Paul Simpson, William Gorman, Seymiah Campbell, Rousz Deluca, Calvin Lucky, Robert Pearlstein, Mark Turner, Johnnie English, Nestor Hernandez, Simon Viktorenko, Rafael Hernandez, Javaas Webster, Jose Roman, Codey Forrest, Darius Jones, Andrian Jones, Ricky Perez, and Ryan Morant.

18. “Counsel for Defendants” means the New York City Law Department, Office of the Corporation Counsel.

19. “Court” means the United States District Court for the Eastern District of New York.

20. “Defendants” means the City of New York, Captain William Tobin, Lieutenant Thomas Bouyer, Sergeant Kelley Sealy, Captain John Marchica, Assistant Chief Gary Strebel, Assistant Chief Donna Jones, Robert Pittman, Andrew Townes, Denzil Snoddy, and John/Jane Does 1-5 (representing municipal officials responsible for the operation and conditions of Brooklyn Central Booking but who have not yet been identified by defendants), Mayor Bill de Blasio, Marcos Gonzalez Soler, Director of the Mayor’s Office of Criminal Justice, Dermot Shea, Commissioner of the New York City Police Department, Commanding Officer of the New York City Police Department’s Criminal Justice Bureau, Janine Gilbert, Assistant Deputy Commissioner of the New York City Police Department, Lisette Camilo, Commissioner of the Department of Citywide Administrative Services, Deputy Inspector Garfield McLeod, Commanding Officer of Brooklyn Court Section, Captain Stanley George, Commanding Officer of Bronx Court Section, Captain Noema Ioffe, Commanding Officer of Manhattan Court Section, Captain Michael Corbett, Commanding Officer of Queens Court Section, Lieutenant Carmen Loperena, Commanding Officer of Richmond County Court Section, Captain Damian Garcia, Commanding Officer of Queens Court Section, and John/Jane Does 1-10 (unidentified officials also liable for the conditions in the City of New York’s Central Booking facilities).

21. “DOC” means the New York City Department of Correction.

22. “NYPD” means the New York City Police Department.

23. “Final Approval Order” means an Order by the Court, after a fairness hearing, granting Final Approval to this Settlement Stipulation, approving Class Counsel’s fees and costs, approving the Administrative costs, approving Service Award Payments, and dismissing the Civil Action with prejudice.

24. “Final Approval Date” means the date of entry by the Court of the Final Approval Order.

25. “Effective Date” is a date thirty (30) days after the Final Approval Date, or if there is any appeal, thirty (30) days after the resolution of all appeals.

26. “Effective Date for Payment” is the date when the City’s obligation to deposit the Class Fund becomes effective. It is sixty (60) days following entry of the Final Approval Order, or if there is any appeal, sixty (60) days after the resolution of all appeals.

27. “Central Booking Facility” means (i) the Brooklyn Central Booking facility located at 120 Schermerhorn Street, Brooklyn, New York; (ii) the Bronx Central Booking facility located at 215 East 161st Street, Bronx, New York; (iii) the Manhattan Central Booking facility located at 100 Centre Street, New York, New York; (iv) the Queens Central Booking facility located at 125-01 Queens Boulevard, New York, New York; and (v) the Staten Island Central Booking facility located at 26 Central Avenue, Staten Island, New York.

28. “Opt-Out” is any potential Class Member who files a timely written request to be excluded from the Class.

29. “Parties” means Plaintiffs and Defendants.

30. “Preliminary Approval Date” means the date of entry of the Preliminary Approval Order.

31. “Preliminary Approval Order” means the Order entered by the Court preliminarily approving this Stipulation, scheduling a fairness hearing, approving a plan of notice to the Class, appointing the Class Administrator, and class administration.

32. “Released Claims” means any and all past or present claims or causes of action (including any suits, petitions, demands or other claims in law, equity or arbitration), and any and all allegations of liability or damages, of whatever kind, nature or description, direct or indirect, in law, equity or arbitration, absolute or contingent, whether class or individual in nature, including both known claims and unknown claims, asserted or unasserted, for monetary relief and non-monetary (including without limitation attorneys’ fees, costs or disbursements incurred by the Class Representatives and/or the Class or any Class Member) in connection with or related to the Related Civil Actions, challenging the alleged unconstitutional conditions of confinement in the City’s Central Booking facilities that were or could have been asserted by the Class Representatives and/or any Class Member against the Defendants and any of their parents, subsidiaries, affiliates, predecessors, successors and/or assigns and in the case of all such entities, their respective past and present representatives, officers, directors, attorneys, agents, employees, privies and insurers (collectively defined as the “Released Parties”), including any and all claims asserted in the original and subsequently amended complaints filed in the Related Civil Actions. This Release does not include or cover any actions or omissions occurring outside the Class Periods, nor Related Civil Actions, in which a Class Representative or Class Member in the Civil Actions already is a member of the class.

33. “Relevant Arrest” means the arrest giving rise to any Class Member’s Released Claims, and is identified by a unique arrest number and/or other indication by NYPD systems that

a unique arrest has occurred and that the individual was confined at a Central Booking Facility pursuant to that unique arrest.

CLASS CERTIFICATION

34. The Parties agree to the certification of a class pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure for settlement purposes only and Plaintiffs will seek such certification at the fairness hearing on this settlement.

SETTLEMENT CLASS DEFINITION

35. The “Settlement Class” is defined as:

All persons who were detained in Brooklyn Central Booking during the period April 8, 2017 to December 27, 2019, and all persons detained in a Central Booking Facility during the period February 3, 2020 to March 1, 2023.

PROPOSED NOTICE PLAN

36. Direct Mailing: Notice of the Related Civil Actions and the Claim Form shall be provided to Settlement Class Members via direct mailing by the Claims Administrator, to all individuals who were held in Central Booking facilities during the Class Periods. The address used for the initial mailing shall be the address which the Settlement Class Member provided to NYPD upon their Relevant Arrest subject to update through the National Change of Address database (“NCOA”). As applicable, Class Members shall be notified of relevant lien balances which may reduce their recovery.

37. Publication Notice: The Parties shall—through the agreed upon administrator—provide Notice of the Settlement on NYC subways and buses, as well as on Facebook. This Notice will direct viewers to the settlement website for more information. The cost of publication of these notices is included in the Administrative Costs.

38. Posting of Notice: A summary (1 page) notice of this settlement shall be posted at a location in each of the Central Booking facilities in a manner that does not unreasonably interfere with facility operations and security. The parties shall confer on the locations prior to posting. The notices shall be posted until the end of the Claims Period.

ATTORNEYS' FEES AND ADMINISTRATIVE COSTS

39. The City shall pay Plaintiffs' counsel, subject to Court approval, \$2,950,000 (two million nine hundred fifty thousand dollars) for attorneys' fees. The foregoing payment of attorneys' fees in total shall be paid to Giskan, Solotaroff and Anderson LLP, who shall execute and deliver to the Defendants' Counsel all documents necessary to effect such payments, including releases for attorneys' fees from each attorney who has represented plaintiffs, as well as W-9s from each attorney who has represented plaintiffs and is receiving attorneys' fees.

40. The Parties have agreed that the administrative costs shall not exceed \$500,000. The Claims Administrator will submit monthly statements of expenses to Class Counsel and the City. If the Administrative Costs are less than \$500,000, the City will retain the remainder of these funds. A copy of the Claims Administrator's final accounting shall be provided to the City. The parties have also agreed that the attorneys' fees incurred hereafter related to implementation of the settlement are included in the agreed upon amount of attorneys' fees (\$2,950,000).

CLASS REPRESENTATIVE SERVICE AWARD PAYMENTS

41. Subject to the Court's approval, the City agrees to pay awards for the services provided to the class by the Class Representatives--including engaging in discovery and being deposed--as follows: a total of \$650,000 to be divided between the remaining Plaintiffs who served as Named Plaintiffs in the Related Civil Actions. These service award payments shall be

in addition to any amounts otherwise due to them with respect to their individual claim as Class Members.

CLAIMS AWARDS TO CLASS MEMBERS AND CLAIMS PROCESS

42. Subject to the terms and conditions of this Stipulation, the City agrees to pay up to \$21,500,000.00 which shall be used to compensate Class Members as described herein. Any funds remaining after award payments to Class Members will revert to the City of New York. This amount is exclusive of Settlement Administration costs, service awards to the Class Representatives, and attorneys' fees and expenses.

43. Settlement Class Members who timely submit a Claim Form will receive a maximum amount of \$475 for each Relevant Arrest, except that if the total number of times the Settlement Class Members who timely submit a claim form were held as a detainee in a Central Booking Facility exceeds 45,263, the payments will be reduced *pro rata*. An amount of up to \$120 per Relevant Arrest may be deducted to satisfy certain liens against that claimant per Paragraph 62.

44. Any funds remaining of the \$21,500,000.00 after award payments to Class Members will revert to the City of New York one year after the Effective Date for Payment.

FUNDING OF THE SETTLEMENT

45. No later than fourteen (14) days after the Preliminary Approval Order, the City shall deposit or cause to be deposited into a bank account designated by the Claims Administrator Three Hundred Thousand Dollars (\$300,000.00) of the amount set forth in Paragraph 40, to cover the costs of the notice agreed to by the Parties and/or ordered by the Court as set forth in Paragraphs 36-38. Any such payment shall be debited against the Administrative Costs. If the Settlement is not ultimately approved by the Court, then all such funds paid to the

Administrator, to the extent they are available after payment of all accrued class administration expenses, shall be returned to the City.

46. Subject to the terms and conditions of this Stipulation and the approval of the Court, on the Effective Date for Payment, the City shall deposit or cause to be deposited into a bank account designated by the Claims Administrator, the Class Fund.

47. No payment shall be made to eligible Class Members before the Effective Date for Payment. Claims will be processed between the date of Preliminary Approval and the Effective Date for Payment.

48. Within sixty (60) days from receipt from each Named Plaintiff of the last document necessary to effectuate settlement, the City will pay that Named Plaintiff's Service Award, as set forth in Paragraph 41. Such amounts shall be paid from funds other than the Class Fund. Plaintiffs shall execute and deliver to the Defendants' Counsel all documents necessary to effect Service Award payments to them, including, without limitation, the Service Award amount, General Releases for the incentive award payments that will be limited to the claims alleged in the Related Civil Actions, Affidavits of Status of Liens and W-9s. Prior to tendering the requisite documents, 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.

49. Within sixty (60) days of the Final Approval Order, the City shall pay Plaintiffs' counsel \$2,950,000 (two million nine hundred fifty thousand dollars) for attorneys' fees, unless an Appeal is successful. Plaintiffs' Counsel shall execute and deliver to the Defendants'

Counsel all documents necessary to effect such payments to them, including releases from each attorney who has represented plaintiffs and W-9s from each attorney who has represented plaintiffs.

50. The Parties have proposed to the Court for approval the following settlement schedule:

- Notice Date: 30 days after the Preliminary Approval Date;
- Initial Claim Form Deadline: 90 days after Notice Date;
- Initial Objection/Opt-Out Deadline: 75 days after Notice Date;
- Deadline to move for Final Approval: 10 days before Final Approval Hearing
- Final Approval Hearing: 90 days after the Notice Date.

CLAIMS ADMINISTRATOR

51. The Claims Administrator shall (1) transmit the Notice and Claim Forms to Class Members by means approved by the Court; (2) establish a website and toll-free phone number where information about the settlement will be available to Class Members and where Class Members can ask, and receive responses to, questions; (3) publish the Notice by direct mail, on posters at the City's five Central Booking locations, by advertisements on NYC subways and buses, and on Facebook, subject to approval by the Court; (4) respond to questions from Class Members; (5) review and assess the validity of information in the Claim Forms submitted by Class Members; (6) calculate the amounts of payments to the individual Class Members consistent with this Stipulation, which includes reviewing and deducting relevant liens in accordance with this Stipulation; (7) arrange for and distribute checks containing payments to Class Members as set forth in this Stipulation; (8) arrange to return to the City any amounts from the Class Fund that

revert pursuant to the terms of this Stipulation; (9) create a database of Class Members who have filed timely and valid Claim Forms; (10) create a database of Opt-Outs; and (11) perform any other duties necessary to fulfill the foregoing responsibilities and any other responsibilities set forth in this Stipulation.

52. The City agrees to facilitate the work of the Claims Administrator by, among other things, obtaining and providing to the Claims Administrator information and data in the City's possession which are relevant and appropriate to facilitate the administration of the Class Fund, to the extent such information is disclosable to the Claims Administrator under federal, state and/or local laws.

53. Within 15 business days of the Preliminary Approval Order, the City will provide the Claims Administrator with Excel spread sheets containing the full names of all eligible Class Members (if known), date of birth, and the address provided to NYPD by the Class member upon their Relevant Arrest.

54. The City's obligation regarding the information listed in paragraph 53 only extends to the extent an eligible Class Member provided accurate and complete information.

55. Information provided to Class Counsel and the Claims Administrator pursuant to the prior two paragraphs shall be confidential, and may not be disclosed to anyone except Class Counsel; Defendants' Counsel; certain City agencies (including, but not limited to, the NYPD, the Department of Correction ("DOC"), New York City Human Resources Administration ("HRA"), New York City Department of Finance ("DOF"); the New York State Office of Victim Services ("OVS"), so that OVS may determine if it will seek any remedy pursuant to N.Y. Exec. Law § 632-a, limited to the City providing OVS the name, date of birth, and last 4 digits of social security number only for claimants who will be receiving Claims Award Amounts

over \$10,000 (before deduction of any liens); any reports the City or the Administrator is required by law to make to any state or federal tax authority concerning these payments; the New York City Comptroller's Office; the Claims Administrator; or the Court under seal. Class Counsel and the Claims Administrator shall not disclose the confidential information to any person not a member of their staff and only when necessary to facilitate the terms and conditions of this settlement. To facilitate the City's release of personal identifying information of the Class Members, the parties will submit to the court a proposed order related to the release of the information in the City's possession to the Claims Administrator, HRA, DOF, City Comptroller's Office, and any other relevant City agency. To the extent Class Counsel or the Claims Administrator seeks to disclose this information to any other person or entity, they must first seek Defendants' Counsel's consent in writing. In addition, in the event that consent is given, but before disclosing the confidential information to anyone else, including, any agent, contractor, or expert, the Claims Administrator or Class Counsel shall first have such person or organization sign the confidentiality agreement attached thereto as Exhibit A. A signed copy of Exhibit A shall be provided to Defendants' Counsel by expedited transmission immediately but no later than two business days after execution. Class Counsel and the Claims Administrator shall take all reasonable steps to ensure that the confidential information concerning all proposed Class Members and eligible Class Members remain private and confidential. In addition, the information provided to Class Counsel and the Claims Administrator regarding the proposed Class Members and eligible Class Members will not be used for any other purpose other than in this Civil Action and for the administration of this Stipulation.

56. The Administrator will apply for a tax ID number, if necessary, and will take all necessary steps for the timely creation of the Class Fund bank account prior to the forty-fifth day from the Final Approval.

57. The Administrator shall provide the City with the Employer Identification Number for the Class Fund bank account, and a completed W-9 Form and bank routing information for the Class Fund bank account, within 45 days of the Final Approval.

58. The Administrator will treat income taxes as the first priority for payment, and therefore, shall, on a quarterly basis, set aside an amount sufficient to pay all income taxes, if any, owed by the Class Fund bank account on interest earned to date. The Administrator shall pay all income taxes, if any, on a quarterly basis. The City Comptroller's Office shall have the right to inspect and copy all tax forms (and worksheets) and monthly bank statements of the Class Fund bank account. The City will not be responsible for taxes, penalties, or interest incurred on the Class Fund. The Claims Administrator shall issue all required IRS forms.

59. Within ten (10) days of receiving the final Settlement Class List, the Claims Administrator shall mail by first class mail, postage prepaid, to all persons on the final Settlement Class List for whom an address is available a copy of the Notice and Claim Form.

60. Settlement Class Members must submit a completed Claim Form to the Claims Administrator by the Bar Date unless such date is extended by order of the Court. The Administrator shall reject claims that are untimely. A Claim Form is deemed submitted upon deposit in a postpaid properly addressed wrapper, in a post office or official depository under the exclusive care and custody of the U.S. Post Office, when submitted for delivery by a commercial express carrier, when emailed to the Claims Administrator at the settlement website or when actually received by the Claims Administrator, whichever date is earlier.

61. Every thirty (30) days, after the Preliminary Approval Order, the Claims Administrator shall provide the Parties a list of Claimants so that the City may on a rolling basis determine whether that person's Award Amount will need to be reduced due to New York child

support liens. No benefits currently received by eligible Settlement Class Members may be terminated or reduced as a result of claims awards, unless required by federal or state law or regulation. This does not constitute a waiver of any right to separately recoup overpayments or any amounts owed solely to federal or state governments if such is required by federal or state law or regulation. Within thirty (30) days of receiving the final list of those persons preliminarily eligible to receive payment under this settlement, the City shall provide the Claims Administrator and Class Counsel with a list of those persons who have New York child support liens and the amount that shall be deducted from each persons' claim payment by the Claims Administrator to be forwarded to the beneficiary of the child support lien by the City Comptroller's Office. Prior to providing this list, the City shall send each person owing child support liens a notice describing that they owe these liens and information on how to file a challenge regarding the deduction of the child support liens from the Claims Award. If the City later determines that the amount of the liens was incorrect, the City shall directly pay that person the over-deduction of the amount that was withheld from that person's Claims Award.

62. The City shall not assert, with respect to a payment pursuant to this Stipulation, any liens against the payment to Class Members except, where relevant, child support liens, docketed parking and Environmental Control Board judgments owed to the DOF, and Medicare liens asserted by the federal government. Where the DOF asserts a parking and/or Environmental Control Board lien against a Class Member, DOF's recovery shall be limited to \$120 per Relevant Arrest payment. Class members shall be notified in the Class Notice of their specific outstanding parking and/or Environmental Control Board lien balance. The City, Class Counsel, and the Administrator will comply with any provisional remedies obtained by the New York State Office of Victim Services, as authorized by N.Y. Exec. Law §632-a, including but not limited to

attachment, injunction, receivership, and notice of pendency with respect to any payment made hereunder. The City will not otherwise seek to reduce the payments by exercising its right to recover any other amounts. These provisions apply only to the proceeds received by Class Members under this Stipulation, and nothing herein shall be construed as a waiver to seek or collect all remaining balances due and owing from any source other than the proceeds paid pursuant to this Stipulation.

63. Any eligible Settlement Class Member who fails to submit a Claim Form by the Bar Date or any court mandated extension, shall be forever barred from receiving payments pursuant to the Stipulation except with the consent of the Parties. Such person shall be bound by all of the terms of the Stipulation, and the Judgment entered herein, including but not limited to the release of all Released Persons of all settled class claims as defined in Paragraph 72.

64. The Administrator shall mail letters and/or otherwise contact Settlement Class Members who by the Bar Date submit partially completed Claim Forms that are deficient to provide them up to thirty (30) additional days to validate their Claim Forms. In the event the deficiency of a claim form is in question, the Administrator shall determine, in consultation with Class Counsel and the Office of the Corporation Counsel, whether a Claim Form is deficient, and whether or not to accept a deficient Claim Form.

65. Rights and claims hereunder shall survive the death of eligible Settlement Class Members. If an eligible Settlement Class Member who is eligible to receive monetary relief under this Stipulation is deceased, the amount payable to such deceased eligible Settlement Class Member shall be paid to the appropriate representative of their estate. The representative of the estate shall provide proof of death and appropriate documentation to show that they are properly a representative of the estate. If the Administrator determines, after reasonable opportunity has been

given, that there is insufficient information or proof regarding the deceased person's estate to permit such payment, the deceased person's share shall be distributed in accordance with the terms set forth in paragraph 66 for the distribution of returned checks.

66. To the extent that the Claims Administrator and/or Class Counsel receive inquiries that they cannot resolve, Class Counsel shall consult with the Office of the Corporation Counsel monthly. Class Counsel has the discretion to void checks mailed to eligible Class Members and not cashed within 180 days of issuance. Notice of this procedure will be provided at the time the checks are issued. Class Counsel, on written notice to the City and the Court, shall have the discretion to: (a) reissue the checks; or (b) add the amount of the voided checks back to the Class Fund; or (c) issue checks to persons who make late claims for good cause shown.

67. The Claims Administrator is permitted for good cause shown (including proper documentation and proof of authority) to issue checks in the name of a person other than the eligible Class Member.

EXCLUSION FROM THE SETTLEMENT CLASS

68. Any potential eligible Settlement Class Member who wishes to be excluded from the Settlement Class must, within 105 days of the Preliminary Approval Order, mail a request to be excluded from the Settlement Class ("Request for Exclusion") to the Claims Administrator. Any Request for Exclusion must be in writing and state the name, date of birth, address, and telephone number (if any) of the person requesting exclusion and contain a clear statement communicating that such person elects to be excluded from the Settlement Class.

69. Originals of all Requests for Exclusion shall be retained by the Claims Administrator until such Originals are filed with the Court. Named Plaintiffs will not request exclusion pursuant to this paragraph. A list of all exclusions, as well as a copy of the written

Requests for Exclusions sent to the Claims Administrator, shall be provided to Class Counsel and Defendants' Counsel.

70. Any eligible Settlement Class Member who does not timely file a Request for Exclusion shall conclusively be deemed to have become an eligible Settlement Class Member and to be bound by this Stipulation and by all subsequent proceedings, orders, and judgments herein.

RELEASES

71. Within five (5) business days of when the Class Fund is deposited by the City, all claims in this Civil Action will be dismissed, with prejudice, and without costs, expenses, or fees in excess of the amounts authorized by paragraphs 39-40 above and the Court. Upon the Effective Date of this Stipulation, in consideration for the agreements between the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all Class Representatives and Settlement Class Members, on behalf of themselves, their heirs, executors, administrators, predecessors, successors and assigns shall hereby release, remise and forever discharge any and all of the Defendants as well as their past or present affiliates, subsidiaries, parents, successors and predecessors, officers, directors, agents, employees, attorneys, advisors, insurers and any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has a controlling interest or which is related to or affiliated with any Defendant, and the legal representatives, heirs, successors in interest or assigns of the Defendants, from each and every Released Claim, and shall forever be barred and enjoined from initiating, continuing, filing or otherwise prosecuting any Released Claim against any of the Released Parties. Unless a Settlement Class Member opts out of the Settlement pursuant to

paragraph 68 above, this release shall apply whether or not such Settlement Class Member has executed and delivered a Claim Form or otherwise actively participated in the settlement.

72. Every Settlement Class Member, except for those who Opt-Out pursuant to paragraph 68 above, shall be deemed to and shall have knowingly and voluntarily waived, released, discharged and dismissed the Released Claims, with full knowledge of any and all rights they may have, and they hereby assume the risk of any mistake in fact in connection with the true facts involved, or with regard to any facts which are now unknown to them. No Opt-Out shall share in any monetary benefits provided by this Stipulation.

73. The Parties and Settlement Class Members acknowledge that the covenants and promises made by the City and Defendants herein constitute adequate consideration in exchange for the Released Claims.

74. Nothing in this Stipulation shall be construed to bar any claims of Class Representative or Settlement Class Members based on or arising out of events occurring after the Class Periods. Nor shall anything in this Stipulation be construed to bar any claims by Class Representatives or Settlement Class Members based on or arising out of claims in any certified class action, other than this Civil Action, in which the Class Representative or Class Member already is a member of the certified class.

75. The Parties hereby agree not to appeal any aspect of this Stipulation, or to otherwise collaterally attack or challenge this Stipulation, except any award of attorneys' fees.

MUTUAL FULL COOPERATION

76. The Parties agree that they will fully cooperate with each other to effectuate and implement all terms and conditions of this Stipulation and exercise good faith efforts to accomplish the terms and conditions of this Stipulation.

EFFECT OF THE STIPULATION ON THE PENDING CIVIL ACTION AND CONTINUING JURISDICTION

77. The Court, and any appellate court from which appeals of the Court's decisions may properly be brought, shall retain jurisdiction for the implementation and enforcement of the terms of this Stipulation, and all Parties hereto and their counsel shall submit to the exclusive jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Stipulation.

78. Plaintiffs will take all necessary and appropriate steps to obtain approval of this Stipulation and dismissal of this Civil Action with prejudice. If the Court approves this Stipulation, and if there is an appeal from such decision, Defendants will join Plaintiffs in defense of this Stipulation.

79. On or after the Final Approval Date, the Court will dismiss the above-captioned action, with prejudice and without costs, expenses, or fees in excess of the amount authorized by the Court or agreed upon by the Parties in accordance with Paragraphs 39-40 herein.

80. The terms of this Stipulation shall be a full, final, and complete resolution of this Civil Action.

81. The Parties reserve their right to appellate review of the Court's decisions concerning compliance under this Stipulation, as governed by applicable law.

MODIFICATION OF THE STIPULATION AND ORDER

82. This Stipulation represents the entire agreement among the Parties, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation shall be deemed to exist, or to bind the Parties hereto, or to vary the terms and conditions contained herein, or to determine the meaning of any provisions herein. This Stipulation can be modified only on the written consent of all the Parties.

NOTIFICATION OF PARTIES UNDER THE STIPULATION OF SETTLEMENT

83. All notices contemplated by this Stipulation, other than notice to the class pursuant to Paragraphs 36-38, shall be delivered by email.

COUNTERPARTS

84. This Stipulation may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument, and will be binding when it has been executed and delivered by the last signatory. A facsimile or scanned signature is an original signature for purposes of this Stipulation.

GOVERNING LAW

85. This Stipulation shall be governed by and construed and interpreted according to the laws of the State of New York without reference to conflicts of law principles.

MUTUAL INTERPRETATION

86. The Parties stipulate that this Stipulation was negotiated on an “arm’s length” basis between parties of equal bargaining power, and mediated by Judge Francis (Ret.) and Judge Pollak as third party neutrals, to resolve a bona fide dispute between the parties. Also, Class Counsel and counsel for Defendants jointly drafted this Stipulation. Accordingly, this Stipulation shall not be construed in favor of or against any of the Parties. Neither Party shall be considered the drafter of this Stipulation for purposes of interpreting the Stipulation, or the application of any rule of construction.

BINDING UPON SUCCESSORS

87. This Stipulation shall be binding upon and inure to the benefit of the Parties and their respective personal representatives, administrators, heirs, successors, and assigns.

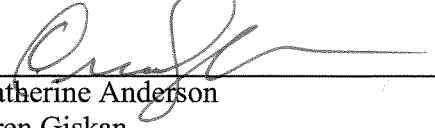
NULLIFICATION

88. This Stipulation is null and void in the event that any of the following do not occur:

- i. Preliminary Approval of this Stipulation by the Court; or
- ii. Final Approval by the Court.

Dated: May 22, 2026
New York, New York

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SO ORDERED:

HONORABLE NICHOLAS G. GARAUFIS
United States District Judge

Dated: _____, 2026