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DATE FILED: 05/15/20

**UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF NEW YORK**

JULIA RAMSAY-NOBLES, individually and as
Administratrix of the Estate of Karl Taylor,
Deceased,

Plaintiff,

- against -

WILLIAM KEYSER, et al.,

Defendants.

Case No. 16-cv-05778 (CM)(BCM)

**STIPULATION OF SETTLEMENT,
GENERAL RELEASE, AND ORDER
OF DISMISSAL**

WHEREAS this Stipulation of Settlement, General Release, and Order of Dismissal ("Stipulation of Settlement") is made between Plaintiff Julia Ramsay-Nobles, individually and as Administratrix of the Estate of Karl Taylor, and Defendants William Keyser, Edward Burnett, Bruce Tucker, Shane Topel, Steven Witte, Timothy Bunch, John Frunzi, Kevin Darling, Felix Santos, Daniel Walter, Joseph D'Addezio, James Steinberg Jr., Michael Weir, and Dr. Seung Ho Lee (collectively, "Defendants");

WHEREAS Plaintiff commenced this action by filing a complaint in the above-captioned case (the "Federal Action") on or about July 20, 2016, a first amended complaint on April 25, 2017, and a second amended complaint on March 22, 2018, alleging that the Defendants violated the constitutional rights of Karl Taylor, Plaintiff's brother;

WHEREAS Defendants, whether in their individual or official capacities, expressly deny any wrongful conduct or liability, or violation of any federal, state, or local statute, ordinance, or law in the Federal Action whatsoever;

WHEREAS Plaintiff filed a parallel action against the State of New York in the Court of Claims bearing Claim No. 128291 on or about April 28, 2016 (the "Court of Claims Action"), which the parties stipulated to dismiss without prejudice on the condition that Plaintiff achieved full relief in the Federal Action;

WHEREAS the State of New York expressly denies any wrongful conduct or liability, or violation of any federal, state, or local statute, ordinance, or law in the Court of Claims Action whatsoever;

WHEREAS Plaintiff represents and warrants that she has no other action or proceeding pending in any court, state or federal, arising out of or relating to the subject matter of this lawsuit other than the Federal Action and the Court of Claims Action;

WHEREAS the parties to this action reached and memorialized the terms of settlement on the record before Chief Judge Colleen McMahon of the Southern District of New York on February 25, 2020,

WHEREAS this Stipulation of Settlement is intended to fully resolve the claims alleged in the Federal Action, the Court of Claims Action, and any other disputes arising from any of the acts, transactions, occurrences, or omissions alleged or relating to the Federal Action and Court

of Claims Action without further litigation or proceedings and without admission of fault or liability;

WHEREAS neither Plaintiff nor any Defendant is an infant or incompetent person;

WHEREAS Plaintiff and Defendants have negotiated in good faith for that purpose; and

NOW THEREFORE, in consideration of the mutual promises, covenants, representations, and other consideration contained in this Stipulation of Settlement, Plaintiff and Defendants hereby agree as follows:

Payment

1. By June 24, 2020, which is one hundred and twenty (120) days from the date that the parties memorialized settlement terms on the record before Chief Judge Colleen McMahon, the State of New York, on behalf of the Defendants, shall pay five million dollars (\$5,000,000) in full satisfaction of any and all claims, allegations or actions, direct or indirect, known or unknown, that Plaintiff had or has against the Defendants, whether in their individual or official capacities, arising out of conduct, acts, or omissions prior to, up to and including the date of the Stipulation of Settlement. This sum includes any attorneys' fees, costs, disbursements, and expenses incurred by Plaintiff or any and all counsel who have assisted Plaintiff or at any time represented Plaintiff in the Action or in connection with any other proceeding, administrative, judicial, or otherwise, and any other claim or action alleging any of the acts, transactions, occurrences, or omissions asserted in the Federal Action and Court of Claims Action. This sum is apportioned as follows:

a. The State of New York, on behalf of the Defendants, shall pay the Estate of Karl Taylor, through Plaintiff in her capacity as Administratrix of the Estate of Karl Taylor, the sum of four million seven hundred and fifty thousand dollars (\$4,750,000) in compensatory damages for conscious pain and suffering incurred by Karl Taylor immediately prior to his April 13, 2015 death. The foregoing payment shall be made payable to Patterson Belknap Webb & Tyler LLP ("Patterson Belknap") and mailed to Patterson Belknap, 1133 Avenue of the Americans, New York, New York 10036. Patterson Belknap will hold payment in escrow pending instruction from the New York State Surrogate's Court concerning proper distribution to Karl Taylor's intestate heirs.

b. The State of New York, on behalf of the Defendants, shall pay to attorneys for Plaintiff, Patterson Belknap, the sum of two hundred and fifty thousand dollars (\$250,000) in full satisfaction of any and all claims, purported claims, allegations, or causes of action for attorneys' fees, costs, disbursements, and expenses incurred by Plaintiff for any and all legal counsel who have at any time represented Plaintiff in the Federal Action, Court of Claims Action, or in connection with any other proceeding, administrative, judicial or otherwise, and any other claim or action based upon or alleging any of the acts, transactions, occurrences, or omissions asserted or purportedly asserted in the Federal Action against Defendants or the Court of Claims action against the State of New York. The foregoing payment shall be made payable to Patterson Belknap and mailed to Patterson Belknap, 1133 Avenue of the Americans, New

York, New York 10036. Patterson Belknap will hold payment in escrow pending instruction from the New York State Surrogate's Court.

2. If the State does not make payment described in Paragraph 1 by July 24, 2020, which is one hundred and fifty (150) days from the date that the parties memorialized settlement terms on the record before Chief Judge Colleen McMahon, the New York State Attorney General's Office shall file a letter on the public docket bearing Case No. 16-cv-05778 explaining why. If applicable, this letter shall be filed by July 24, 2020.

Accrual of Interest

3. In the event that payment to Plaintiff as specified in Paragraph 1 of the Stipulation of Settlement has not been made by June 24, 2020, interest on any part of the settlement amount not paid shall accrue at the statutory rate prescribed by 28 U.S.C. § 1961, commencing on June 25, 2020.

State Approval of Payments

4. Payment of the settlement amount specified in Paragraph 1 of this Agreement is subject to the approval of State officials in accordance with New York Public Officers Law § 17. Plaintiff and Plaintiff's attorneys agree to promptly execute and deliver all necessary and appropriate vouchers and other documentation requested with respect to obtaining such approvals and effectuating payment.

Installation of Cameras and Microphones

5. The State of New York agrees to install a facility-wide CCTV/Audio Monitoring System and a Recording Space ("the Project") at Sullivan Correctional Facility ("Sullivan"). A facility-wide CCTV/Audio Monitoring System is the same system installed at Attica Correctional Facility. The State of New York will install recording video cameras and microphones at Sullivan on a scale and scope at least as extensive as the recent installations at Attica after taking account for differences in the size and structure of the facilities. The current estimated time frame for this project is set forth in the NYAG's letter to the Court dated April 17, 2020, which is attached at Ex. A., subject to the reservations and representations stated therein. Those dates are estimates, and are not binding on the State as an enforceable term of this agreement. The NYAG agrees to file status updates on the progress of the Project thrice annually at equal intervals of four months, with the first report due on October 1, 2020, until the Project has been completed. Within ninety (90) days after the Project has been completed, the New York State Attorney General's Office shall file a report with the Court under seal, which will describe the scope of the camera and microphone installation. This final report shall be designated "Attorney Eyes Only" under the terms of the Protective Order in this case, and provided to Plaintiff's attorneys.

6. Plaintiff, Defendants, and the State of New York stipulate and agree, and the Court finds, that this Stipulation of Settlement complies in all respects with the provisions of 18 U.S.C. § 3626(a). The parties further stipulate and agree, and the Court finds, that the prospective relief in this Stipulation of Settlement is narrowly drawn, extends no further than is necessary to correct the violations of federal rights as alleged by Plaintiff, is the least intrusive

means necessary to correct these violations, and will not have an adverse impact on public safety or the operation of the criminal justice system.

Mutual Releases

7. Defendants, on behalf of themselves, their heirs, executors, administrators, successors, and assigns (collectively, "Defendants' Releasing Parties"), and the State of New York, hereby release and forever discharge Plaintiff and the Estate of Karl Taylor from all manner of actions, injuries, proceedings, causes of action, grievances, suits, debts, obligations, dues, sums of money, accounts, contracts, controversies, agreements, promises, damages, judgments, claims, and demands whatsoever, direct or indirect, known or unknown, discovered or undiscovered, that the Defendants' Releasing Parties and the State of New York ever had, now have, or shall or may have in the future against some, any, or all of Plaintiff and the Estate of Karl Taylor, for or by reason of any act, transaction, occurrence, omission, cause, matter, or thing whatsoever up to and including the date of this Stipulation of Settlement, including but not limited to: (a) any and all claims, counterclaims, cross-claims, or defenses regarding or arising out of the causes of action, acts, transactions, occurrences, or omissions which are described, alleged, or contained in the complaint in the Federal Action or Court of Claims Action; (b) any and all other claims, whether for damages (including but not limited to, claims for equitable relief, compensatory, punitive, or other damages), breach of contract, negligence, estoppel, defamation, infliction of emotional distress, violation of public policy, assault, or any other tort, or any claim for costs, fees, or other expenses including attorneys' fees, or any other claims under federal, state, or local law.

8. Plaintiff, on behalf of herself, her heirs, executors, administrators, successors, and assigns (collectively, "Plaintiff's Releasing Parties"), hereby releases and forever discharges each of the Defendants, the State of New York, the New York State Office of Mental Health and the New York State Department of Corrections and Community Supervision (including, but not limited to, any and all agencies, departments, and subdivisions thereof), and all of their present and former principals, officers, officials, directors, members, affiliates, employees, agents, attorneys, insurers, subdivisions, subsidiaries, heirs, administrators, and assigns, whether in their individual or official capacities (collectively, "the Released Parties"), from all manner of actions, injuries, proceedings, causes of action, grievances, suits, debts, obligations, dues, sums of money, accounts, contracts, controversies, agreements, promises, damages, judgments, claims, and demands whatsoever, direct or indirect, known or unknown, discovered or undiscovered, that Plaintiff's Releasing Parties ever had, now have, or shall or may have in the future against some, any, or all of the Released Parties, for or by reason of any act, transaction, occurrence, omission, cause, matter, or thing whatsoever up to and including the date of this Stipulation of Settlement arising from any of the acts, transactions, occurrences, or omissions alleged or relating to the Federal Action and Court of Claims Action.

Dismissal of Federal Action and Court of Claims Action

9. Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), Plaintiff hereby discontinues and dismisses with prejudice the Federal Action, without payments, attorneys' fees, costs, disbursements, or expenses other than those specified in this Stipulation of Settlement.

10. Plaintiff hereby waives her right to reactivate the Court of Claims Action, which has been conditionally dismissed.

Taxes

11. It is understood and agreed that the Estate of Karl Taylor shall be solely responsible for any taxes, interest, or penalties on taxes on the sum of four million seven hundred and fifty thousand dollars (\$4,750,000) paid from the State of New York to the Estate of Karl Taylor. It is understood and agreed that Patterson Belknap shall be solely responsible for any taxes, interest, or penalties on taxes on the sum of two hundred and fifty thousand dollars (\$250,000) paid from the State of New York to Patterson Belknap. Plaintiff and Plaintiff's attorneys shall have no claim, right or cause of action against Defendants, the New York State Office of Mental Health, the New York State Department of Corrections and Community Supervision, the State of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof), and any of their officials, employees or agents, whether in their individual or official capacities, on account of such taxes, interest or penalties. Plaintiff and Plaintiff's attorneys agree that they will defend, indemnify, and hold harmless Defendants, the New York State Office of Mental Health, New York State Department of Corrections and Community Supervision, the State of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof), and any of their officials, employees, or agents, whether in their individual or official capacities, for the satisfaction of any such taxes, or interest or penalties on taxes.

Liens and Setoffs

12. Plaintiff and Plaintiff's attorneys agree that neither Defendants, the New York State Department of Corrections and Community Supervision, the New York State Office of Mental Health, the State of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof), nor any of their officials, employees or agents, whether in their individual or official capacities, shall be responsible for any liens or setoffs of any kind (including, but not limited to, any and all unemployment benefits, workers' compensation, tax, or child support liens) which may attach to the settlement amount specified above. Plaintiff and Plaintiff's attorneys shall have no claim, right, or cause of action against Defendants, the New York State Department of Corrections and Community Supervision, the State of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof), or any of their officials, employees, or agents, whether in their individual or official capacities, on account of such liens, and agree that they will defend, indemnify, and hold harmless Defendants, DOCCS, the New York State Office of Mental Health, the State of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof), and any of their officials, employees, or agents, whether in their individual or official capacities, for the satisfaction of any such liens.

Medicare Certification

13. Plaintiff acknowledges and understand that Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 ("MMSEA"), 42 U.S.C. § 1395y(b), mandates the State of New York and the Office of the Attorney General to report information to Medicare

regarding settlements, judgments, awards or payments of any kind for the purpose of coordinating benefits for Medicare beneficiaries, and agrees to deliver an executed and notarized Affidavit of Medicare Eligibility Status to the Office of the Attorney General. Plaintiff and Plaintiff's attorneys acknowledge and understand that the submission of this Affidavit, and any and all requested supporting documentation, to the Office of the Attorney General is a prerequisite to payment of the settlement amount specified above, and falls within the category of "other documentation" described above.

Medicare Payments and/or Liens

14. Plaintiff agrees to defend, indemnify, and hold harmless Defendants, the State of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof), and any of their officials, employees, or agents, whether in their official or individual capacities, regarding any liens or past and/or future Medicare payments presently known or unknown in connection with the Federal Action or Court of Claims Action. If conditional and/or future anticipated Medicare payments have not been satisfied, the State of New York and/or Department of Corrections and Community Supervision and/or the Office of Mental Health and/or the Office of the Attorney General reserve the right to issue a multi-party check naming Medicare as a payee or to issue a check to Medicare directly based on the Medicare Final Demand Letter with respect to the amounts specified above. Upon receipt of all required documentation discussed above, payment of the settlement amount specified above shall be made in accordance with the terms set forth herein.

No Other Action or Proceeding Commenced

15. Other than the Federal Action and Court of Claims Action, Plaintiff represents and warrant that she has not commenced, maintained, or prosecuted any action, charge, complaint, grievance, or proceeding of any kind against Defendants, the State of New York (including, but not limited to, any agencies, departments, and subdivisions thereof), and/or any of their officials, employees, or agents, whether in their individual or official capacities, on her own behalf and/or on behalf of any other person, and that none of the foregoing is currently pending in any court or before any administrative or investigative body or agency, and acknowledges that this representation constitutes a material inducement for Defendants to enter into this Stipulation of Settlement.

No Other Attorney

16. The undersigned attorney for Plaintiff represents and warrants that there are no other attorneys having a lien for services rendered to Plaintiff pursuant to the provisions of N.Y. Judiciary Law § 475 or otherwise in the Action, or in any other action or proceeding alleging any of the acts, transactions, occurrences, or omissions asserted or purportedly asserted in the Action.

No Prevailing Party

17. Neither Plaintiff nor Defendants shall be deemed a "prevailing party" for any purpose including, but not limited to, any statutory or contractual claim based upon "prevailing party" status.

Successors and Assigns

18. The terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each party hereto.

Authority

19. Each signatory to this Stipulation of Settlement hereby represents and warrants that he, she, or it has the requisite authority to enter into this Stipulation of Settlement and has not previously assigned or transferred any rights or interests with respect to the matters covered by this Stipulation.

Voluntary Agreement

20. The parties hereto execute and deliver this Stipulation of Settlement voluntarily after being fully informed of its terms, contents and effect, and acknowledges that she, he or it understands its terms, contents and effect. The parties hereto acknowledge that he, she or it is aware, and is advised, of his, her or its right to seek the advice of an attorney and that he, she or it has been represented by counsel of his, her or its own choosing before agreeing to any settlement or release, and no compromise or representation of any kind, other than as set forth or referred to herein, has been made to any party hereto or any one acting on behalf of such party.

No Admission of Liability

21. It is understood and agreed that any action taken or payments made pursuant to this Stipulation of Settlement are made solely to avoid the burdens and expense of protracted litigation, and that this Stipulation of Settlement and the actions taken or payment made pursuant hereto are not to be construed as constituting any determination on the merits of any claims, whether asserted or purportedly asserted in the Action, or as an admission of wrongdoing or liability. Nothing contained in this Agreement shall be deemed to constitute a policy, practice, or custom of Department of Corrections and Community Supervision, the State of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof), or any of their officials, employees, or agents, whether in their individual or official capacities.

No Precedential Value

22. This Stipulation of Settlement shall not in any manner be construed as determinative of the issues or claims, whether raised or purportedly raised, in the Federal Action or Court of Claims Action or any other proceeding, and shall have no precedential value. In addition, notwithstanding the provisions of any paragraph herein, this Stipulation of Settlement shall not bind or collaterally estop Defendants, the State of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof), or any of their officials, employees, or agents, whether in their individual or official capacities, in any pending or future actions or proceedings in which the same or similar issues are raised, from defending any and all issues raised in said actions or proceedings, or from advancing any and all available defenses.

Entire Agreement

23. This Stipulation of Settlement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and supersedes and embodies, merges and integrates all prior and current agreements and understandings of the parties hereto, whether written or oral, with respect to the subject matter of this Stipulation of Settlement, and may not be clarified, modified, changed, or amended except in a writing duly executed by the parties hereto or an authorized representative of the parties hereto.

Severability

24. If any provision of this Stipulation of Settlement shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable in whole or in part, such decision shall not invalidate the remaining portion or affect its validity.

Headings

25. The headings contained in this Stipulation of Settlement are for convenience of reference only and are not a material part of this Agreement.

Execution

26. This Stipulation of Settlement may be executed in any number of counterparts, all of which taken together shall constitute one Stipulation, and may be executed by facsimile signature or email PDF scanned signature.

Court Retains Jurisdiction

27. The parties agree that the Court will maintain jurisdiction over this case until the New York State Attorney General's Office certifies that the State of New York has complied with Paragraph 5 of this Stipulation of Settlement via its final report to the Court, and the Court determines that the State of New York has fulfilled its obligations under this Stipulation of Settlement. Any and all penalties for contempt under the Federal Rules of Civil Procedure or the Court's inherent powers are available to enforce this agreement and/or remedy its breach, including the imposition of monetary fees or other equitable relief that a Court may order to ensure compliance with its orders.

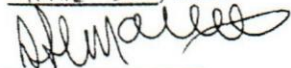
28. To the extent that any dispute between the parties concerning the terms or effects of this Stipulation of Settlement cannot be heard in the Southern District of New York, the parties hereby submit themselves to the jurisdiction of the New York State Supreme Court, New York County to the fullest extent permissible by law.

Governing Law

29. The terms of this Stipulation of Settlement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts to be performed wholly within the State of New York, except to the extent that federal law may apply to Plaintiff's release and waiver of federal claims or purported claims.

Dated: New York, New York

APRIL 30, 2020



Adeel A. Mangi
Maren J. Messing
Elena Steiger Reich
Daniel M. Eisenberg
Timothy H. Gray
PATTERSON BELKNAP WEBB & TYLER LLP
1133 Avenue of the Americas
New York, New York 10036
Tel.: (212) 336-2000
Attorneys for Plaintiff

Dated: New York, New York

_____, 2020

Letitia James
ATTORNEY GENERAL
STATE OF NEW YORK
By Rebecca Ann Durden
28 Liberty Street
New York, New York 10005
Tel.: (212) 416-8000
*Attorney for Defendants Keyser and Burnett
and the State of New York*

Dated: Liberty, New York

_____, 2020

Gerald Orseck
Kirk O. Orseck
ORSECK LAW OFFICES PLLC
1924 State Route 52
Liberty, New York 12754
Tel.: (845) 292-5800
*Attorney for Defendants Bunch, Frunzi, Tucker,
Witte, Topel, Walter, D'Addezio, Darling,
Steinberg, Santos, Weir*

Dated: New York, York

_____, 2020

Helene R. Hechtkopf
Steven Silverberg
HOGUET NEWMAN REGAL & KENNEY, LLP
One Grand Central Place
60 East 42nd Street, 48th Floor
New York, New York 10165
Tel.: (212) 689-8808
Attorneys for Defendant Dr. Lee

Dated: New York, New York

_____, 2020

SO ORDERED:

The Hon. Colleen McMahon
Chief United States District Judge
Southern District of New York

Dated: New York, New York
_____, 2020

Adeel A. Mangi
Maren J. Messing
Elena Steiger Reich
Daniel M. Eisenberg
Timothy H. Gray
PATTERSON BELKNAP WEBB & TYLER LLP
1133 Avenue of the Americas
New York, New York 10036
Tel.: (212) 336-2000
Attorneys for Plaintiff

Dated: Liberty, New York
_____, 2020

Gerald Orseck
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1924 State Route 52
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Tel.: (845) 292-5800
*Attorney for Defendants Bunch, Frunzi, Tucker,
Witte, Topel, Walter, D'Addezio, Darling,
Steinberg, Santos, Weir*

Dated: New York, New York
May 4, 2020


Letitia James
ATTORNEY GENERAL
STATE OF NEW YORK
By Rebecca Ann Durden
28 Liberty Street
New York, New York 10005
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*Attorney for Defendants Keyser and Burnett
and the State of New York*

Dated: New York, York
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Helene R. Hechtkopf
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HOGUET NEWMAN REGAL & KENNEY, LLP
One Grand Central Place
60 East 42nd Street, 48th Floor
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Tel.: (212) 689-8808
Attorneys for Defendant Dr. Lee

Dated: New York, New York
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SO ORDERED:

The Hon. Colleen McMahon
Chief United States District Judge
Southern District of New York

Dated: New York, New York
_____, 2020

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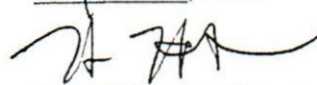
Dated: New York, New York
_____, 2020

Letitia James
ATTORNEY GENERAL
STATE OF NEW YORK
By Rebecca Ann Durden
28 Liberty Street
New York, New York 10005
Tel.: (212) 416-8000
*Attorney for Defendants Keyser and Burnett
and the State of New York*

Dated: Liberty, New York
_____, 2020

Gerald Orseck
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Tel.: (845) 292-5800
*Attorney for Defendants Bunch, Frunzi, Tucker,
Witte, Topel, Walter, D'Addezio, Darling,
Steinberg, Santos, Weir*

Dated: New York, York
May 1, 2020



Helene R. Hechtkopf
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One Grand Central Place
60 East 42nd Street, 48th Floor
New York, New York 10165
Tel.: (212) 689-8808
Attorneys for Defendant Dr. Lee

Dated: New York, New York
_____, 2020

SO ORDERED:

The Hon. Colleen McMahon
Chief United States District Judge
Southern District of New York

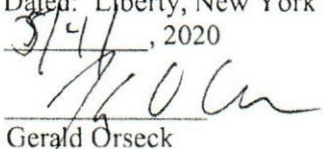
Dated: New York, New York
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Daniel M. Eisenberg
Timothy H. Gray
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1133 Avenue of the Americas
New York, New York 10036
Tel.: (212) 336-2000
Attorneys for Plaintiff

Dated: New York, New York
_____, 2020

Letitia James
ATTORNEY GENERAL
STATE OF NEW YORK
By Rebecca Ann Durden
28 Liberty Street
New York, New York 10005
Tel.: (212) 416-8000
*Attorney for Defendants Keyser and Burnett
and the State of New York*

Dated: Liberty, New York
3/4/_____, 2020

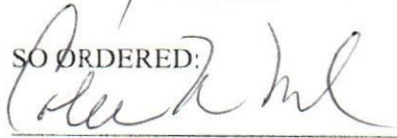

Gerald Orseck
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Tel.: (845) 292-5800
*Attorney for Defendants Bunch, Frunzi, Tucker,
Witte, Topel, Walter, D'Addezio, Darling,
Steinberg, Santos, Weir*

Dated: New York, York
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Helene R. Hechtkopf
Steven Silverberg
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One Grand Central Place
60 East 42nd Street, 48th Floor
New York, New York 10165
Tel.: (212) 689-8808
Attorneys for Defendant Dr. Lee

Dated: New York, New York
5 May_____, 2020

SO ORDERED:


The Hon. Colleen McMahon
Chief United States District Judge
Southern District of New York