UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LOVELY H., GLORIA Q., and MICHELE N., COURTNEY B., LAURA S., EULA S., individually and on behalf of all others similarly situated,

Plaintiffs,

- against -

VERNA EGGLESTON,[1] as Commissioner of the New York City Human Resources Administration,

Defendant.

05 CV 6920 (KBF)

~~[PROPOSED]~~ JUDGMENT APPROVING CLASS ACTION SETTLEMENT

KATHERINE B. FORREST, District Judge.

WHEREAS, this action was brought as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure ("this Action");

WHEREAS, by Decision and Order dated April 19, 2006, the Court certified a class consisting of: "recipients of public assistance, food stamps and/or Medicaid who have received or will receive a notice from the New York City Human Resources Administration involuntarily transferring their case to one of three 'hub centers' in Manhattan, the Bronx or Brooklyn in connection with the WeCARE program" and a subclass within the main class of members "who (a) have a physical or mental impairment that substantially limits one or more major life activities within the meaning of the Americans with Disabilities Act of 1990, (b) have a record of

[1] Pursuant to Federal Rule of Civil Procedure Rule 25(d), Commissioner Steven Banks is automatically substituted as a party for claims originally brought against Verna Eggleston, the former Commissioner of the Human Resources Administration.

such an impairment, or (c) are regarded as having such an impairment," *Lovely H. v. Eggleston*, 235 F.R.D. 248 (S.D.N.Y. 2006);

WHEREAS, by Decision and Order dated November 15, 2006, the Court granted Plaintiffs' motion to amend the Complaint and to amend the class definition to be "recipients of public assistance, food stamps and/or Medicaid who are or will be designated as participants in the WeCARE program." *Lovely H. v. Eggleston*, 2006 WL 3333084 (Nov. 16, 2006, S.D.N.Y.)

WHEREAS, by Stipulation so ordered by this Court on February 3, 2010, the class definition was further amended to be: "recipients of public assistance, food stamps and/or Medicaid who (1) are or will be designated as participants in the WeCARE program or (2) individuals who were part of a case that was designated as 'homebound' by HRA and had that designation removed through the posting of an HRA NYCWAY computer Action Code 19HC;"

WHEREAS, by Stipulation so-ordered by this Court on February 1, 2011, the class definition was further amended to be: "Individuals who meet one of the following three criteria: (1) individuals who are, were, or will be recipients of public assistance, food stamps and/or Medicaid who are, were, or will be designated as participants in the WeCARE program or (2) individuals who were recipients of public assistance, food stamps and/or Medicaid who were part of a case that was designated as 'homebound' by HRA and had that designation removed through the posting of an HRA NYCWAY computer Action Code 19HC or (3) individuals who are, were, or will be recipients of cash assistance and/or food stamps who have a physical, mental or medical impairment within the meaning of the New York State Human Rights Law § 292(21) and who request to be designated as 'homebound' by HRA;"

WHEREAS, on February 28, 2014, Steven Banks was appointed as the Commissioner of the New York City Human Resources Administration ("HRA");

WHEREAS, by Orders entered on October 31, 2014 and November 25, 2014, the Court found the Stipulation and Order of Partial Settlement related to retroactive relief to class members to be fair, reasonable, and adequate;

WHEREAS, Plaintiffs and Defendant (collectively, "the Parties") have entered into a Stipulation and Order of Settlement ("Settlement Agreement") dated March 10, 2015, which, if approved by the Court, would dispose of the claims made in this Action by Plaintiffs against Defendant;

WHEREAS, by Order dated March 11, 2015, this Court granted preliminary approval of the Settlement and Class Notice in this Action;

WHEREAS, on May 19, 2015, the Court granted the Parties' First Letter Motion for Extension of Time for Class Members to File Comments;

WHEREAS, notice to the Class Members was provided substantially in accordance with the Settlement Agreement and the Court's Order Approving Notice in Class Action, entered on March 11, 2015, as modified by the Court's Memo Endorsed Order of May 19, 2015 granting the Parties' First Letter Motion for Extension of Time for Class Members to File Comments;

WHEREAS, notice to the federal, state, and territorial Attorneys General was provided on or about March 23, 2015 in accordance with the Class Action Fairness Act, 28 U.S.C. §1715, and judgment may therefore be entered on or after June 22, 2015;

WHEREAS, a Fairness Hearing on the Settlement Agreement has been duly held on June 22, 2015 before this Court pursuant to Federal Rule of Civil Procedure 23(e)(2) to determine whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the settlement of all claims asserted by the members of the Class; and

WHEREAS, the Court, having considered all matters submitted to it at the Fairness Hearing, along with all prior submissions by the parties regarding the Settlement Agreement, and all matters submitted by any Attorney General on or before June 22, 2015, and otherwise having determined the fairness, reasonableness, and adequacy of the Settlement Agreement with respect to the claims of members of the Class;

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over the subject matter of this Action and personal jurisdiction over Plaintiffs and Defendant.

2. The Court hereby grants Plaintiffs' Motion for Final Approval of Class Action Settlement and enters Final Judgment in the Action ~~effective June 22, 2015~~.

3. The Settlement Agreement is approved as fair, reasonable, and adequate, and in the best interests of the members of the Class. The Parties to the Settlement Agreement are directed to consummate the Settlement Agreement in accordance with its terms and provisions.

4. The Settlement Agreement is procedurally fair, resulting from arm's-length negotiations by the parties for a period of sixteen months.

5. The Settlement Agreement is substantively fair and meets the criteria set forth by the Second Circuit in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448 (2d Cir. 1974), because:

(a) the Settlement Agreement grants relief to all members of the Class without subjecting them to the risks, complexity, duration, and expense of continuing litigation;

(b) the reaction of the Class to the Settlement Agreement has been overwhelmingly favorable as there have been no objections to weigh against approval;

(c) the state of the proceedings, the number of dispositive and discovery motions briefed, the amount of discovery completed, and negotiations to date have enabled the parties to evaluate the nature and scope of the potential relief to the Class Members;

(d) the risks associated with establishing liability and entitlement to relief, and maintaining the Action through trial weigh in favor of the Settlement Agreement; and

(e) the Settlement Agreement is within the reasonable range of recovery given the best possible outcome, along with the risks associated with litigation, and it provides substantial benefits to members of the Class. Were this action to proceed to trial, the Class would be required to wait even longer for relief, and any such relief would not be guaranteed.

6. Notice was given substantially in accordance with the Settlement and the Court's Order Approving Notice in Class Action, entered on March 11, 2015, as modified by the Court's Memo Endorsed Order of May 19, 2015 granting the Parties' First Letter Motion for Extension of Time for Class Members to File Comments. In addition, in compliance with the Class Action Fairness Act, 28 U.S.C. §1715, Defendant provided notice of the proposed Settlement to all federal, state, and territorial Attorneys General on or about March 23, 2015. *See* Dkt. 280-83. Such notice provided the best notice practicable under the circumstances. Said notice provided due and adequate notice of these proceedings and the matters set forth herein, including the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23, the Class Action Fairness Act, the Constitution of the United States, and any other applicable law. A full opportunity has been offered to the members of the Class and to federal, state, and territorial Attorneys General to object to the proposed Settlement Agreement and to participate in the hearing thereon, and it is hereby determined that all Class Members are bound by this judgment.

7. The Parties have stipulated to negotiate the amount of counsel fees and costs pursuant to ¶ 148 of the Settlement and have also stipulated that, that if the parties fail to reach agreement on an amount within 90 days of the Effective Date ~~of this Order~~ as defined in ¶ 9 the Settlement Agreement, Plaintiffs may submit an application for counsel fees and costs to the Court.

8. This Court shall retain jurisdiction over this Action to the extent set forth by the provisions of ¶¶ 138-147 of the Settlement Agreement.

9. There is no just reason for delay in the entry of this Judgment. Immediate entry of Final Judgment by the Clerk of the Court is expressly directed pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

SO ORDERED:

Dated: New York, New York

June 6/22, 2015

K B. Forrest

Katherine B. Forrest
United States District Judge