

USDC SDNY DOCUMENT ELECTRONICALLY FILED DOC #: DATE FILED: 10/27/2015

UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

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DIANA WILLIAMS,

Plaintiff, **STIPULATION AND
 ORDER OF DISMISSAL**

-against-

12 CV 6805 (VEC)

CITY OF NEW YORK,

Defendant.

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WHEREAS, the parties have reached a settlement agreement and now desire to resolve the remaining issues raised in this litigation, without further proceedings and without admitting any fault or liability;

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

1. The above-referenced action is hereby dismissed with prejudice; and

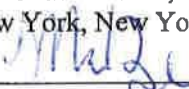
2. Notwithstanding the dismissal of this action in accordance with this agreement, the District Court shall continue to maintain jurisdiction over this action for the purpose of enforcing the terms of the settlement agreement reached between the parties and set forth in the Stipulation of Settlement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

Dated: New York, New York
October 23, 2015

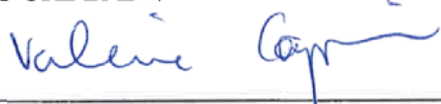
EISENBERG AND BAUM, LLP
Attorneys for Plaintiff
24 Union Square East
New York, New York 10003

By: 
Andrew Rozynski
Attorney for Plaintiff Diana Williams

ZACHARY W. CARTER
Corporation Counsel of the
City of New York
Attorney for Defendant City of New York
100 Church Street, 3rd Floor
New York, New York 10007

By: 
Mark D. Zuckerman
Senior Counsel

SO ORDERED:


HON. VALERIE E. CAPRONI
UNITED STATES DISTRICT JUDGE *mc*

Dated: October 27, 2015

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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DIANA WILLIAMS,

Plaintiff,

**STIPULATION OF
SETTLEMENT**

-against-

12 Civ. 6805 (VEC)

CITY OF NEW YORK,

Defendant.

----- x

WHEREAS, plaintiff commenced this action by filing a complaint on or about September 7, 2012 and an amended complaint on February 5, 2014, alleging that the defendant violated plaintiff's federal civil and state common law rights, as well as claims under the Americans with Disabilities Act, the Rehabilitation Act, the New York State Human Rights Law and New York City Human Rights Law; and

WHEREAS, defendant City of New York denied any and all liability arising out of plaintiff's allegations; and

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

WHEREAS, plaintiff has authorized her counsel to settle this matter on the terms set forth below;

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

1. The above-referenced action is hereby dismissed against defendant, with prejudice, and without costs, expenses, or attorneys' fees except as specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Diana Williams the sum of Seven Hundred and Fifty Thousand (\$750,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against the defendant and to release defendant City of New York; its 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 alleging a violation of plaintiff's civil rights and any and all related state law claims, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

3. Plaintiff shall execute and deliver to the City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of Status of Liens. The parties agree to resolve Medicare issues in accordance with the Escrow Agreement dated October 22, 2015, a copy of which is attached hereto and made a part hereof.

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

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

6. Plaintiff agrees to hold harmless defendant regarding any liens or past and/or future Medicare payments, presently known or unknown, in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendant reserves the right to issue a multiparty settlement check naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.


7. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation 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
October 13, 2015

EISENBERG AND BAUM, PLC
Attorneys for Plaintiff
24 Union Square East
New York, New York 10003

By: 
Andrew Rozynski
Attorney for Plaintiff Diana Williams

ZACHARY W. CARTER
Corporation Counsel of the
City of New York
Attorney for Defendant City of New York
100 Church Street, 3rd Floor
New York, New York 10007

By: 
Mark D. Zuckerman
Senior Counsel

EISENBERG & BAUM

October 22, 2015

ESCROW AGREEMENT

Re: Settlement of *Williams v. City of New York*, 12-CV-6805

This will confirm our escrow agreement under which the City agrees to waive provision in settlement agreement requiring production of final demand letter ("FDL") from Medicare in advance of payment of settlement in accordance with the following terms:

1. The City shall remit to Plaintiff's undersigned counsel the settlement proceeds of \$750,000.00 less reductions for any encumbrances required by law, if any.
2. Plaintiff's undersigned counsel agrees to hold the sum of \$50,000.00 from the proceeds of this settlement in escrow pending his receipt of a FDL from Medicare.
3. Upon receipt of the FDL, Plaintiff's counsel shall remit to Medicare any amounts demanded in the FDL from the escrow funds, and immediately thereafter provide to the City a copy of the FDL and proof of payment to Medicare for the amounts due.
4. Plaintiff shall be responsible to Medicare for any other amounts demanded by Medicare that are in excess of the escrow amount, if any, and agrees to waive and hold defendant harmless against any and all claims of any nature and/or damages against the City of New York, its attorneys, agents and assigns, should CMS or other Medicare agencies take such action, including but not limited to a Private Cause of Action as otherwise authorized under the Medicare Secondary Payer Act pursuant to 42 USC Section 1395y(b)(3)(A).

Agreed and accepted:

EISENBERG & BAUM, LLP

By: 

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CITY OF NEW YORK

By: 

Steve Stracids

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Attorneys for Defendant, City of New York

DIANA WILLIAMS



Diana Williams

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Frederick, MD 21701

Plaintiff