

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

MARIAH LOPEZ
Plaintiff,

-against-

THE NEW YORK CITY DEPARTMENT OF
HOMELESS SERVICES, ET AL.
Defendants.

Case Nos. 1:17-cv-03014-MKV-OTW,
1:18-cv-04293-MKV-OTW

STIPULATION OF SETTLEMENT

WHEREAS, Plaintiff Mariah Lopez (“Plaintiff”) filed this action against the City of New York, the New York City Department of Homeless Services (“DHS”), and the New York City Human Resources Administration (collectively “Defendants”) on April 24, 2017 alleging that Defendants violated federal and state law by refusing to accommodate her disabilities, including her need for a service animal, as a DHS Client;

WHEREAS, Plaintiff filed Amended Complaints on June 15, 2017 and May 25, 2018 alleging that she was also subjected to sexual assault, sexual harassment, retaliation, and discrimination and harassment based on her sex and transgender status while residing at a DHS Shelter, and she suffered personal physical injuries as a result;

WHEREAS, Defendants deny any and all liability arising out of Plaintiff’s claims;

WHEREAS, Defendants have promulgated policies and procedures designed to provide all clients with a safe, healthy, inclusive, affirming and discrimination-free environment, including but not limited to:

- DSS LGBTQI Policy DSS-PD-2017-01;
- DHS Transgender, Non-Binary and Intersex policy DHS-PB-2019-015; and
- Transgender Placement Procedure DHS-PB-2021-011;

WHEREAS, DHS's Human Services contracts require its vendors to follow all anti-discrimination laws and all DHS policies and procedures;

WHEREAS, Mayoral Executive Order 64 of 2021 requires certain reporting of complaints of sexual harassment which DHS interprets to include sex- or gender-based harassment, harassment on the basis of transgender, non-binary, or gender non-conforming status, and discrimination on the basis of sexual orientation;

WHEREAS, DHS has concluded that harassment or discrimination towards transgender non-binary, or gender non-conforming clients, such as intentional misgendering and/or dead-naming TGNC Clients constitutes a violation of its anti-discrimination policies and procedures;

WHEREAS, Plaintiff together with Defendants, agree that transgender and gender non-conforming people in New York City experience disproportionate amounts of discrimination, harassment, and violence, including when experiencing homelessness;

WHEREAS, Defendants are committed to providing safe and affirming shelter to transgender and gender non-conforming individuals, including through the creation of new shelters and/or providing alternate dedicated space in existing shelters;

WHEREAS, Plaintiff together with Defendants have agreed that this action should be resolved amicably by entry of this binding Stipulation of Settlement ("Settlement Agreement," "Settlement," or "Agreement") to avoid the expense of further litigation; and

WHEREAS, nothing in this Settlement Agreement constitutes an admission of wrongdoing by Defendants or a finding of liability in connection with or related to the claims asserted in this action.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED BY THE PARTIES AS FOLLOWS:

I. DEFINITIONS

1. This Settlement utilizes the following defined terms:
 - (a) DHS Shelter: Any building, hotel, dwelling space, or subdivision thereof used to provide shelter to adults experiencing homelessness in New York City pursuant to contractual agreements, sub-contractual agreements, or other arrangements with Defendants, including Intake shelters and shelters that are directly run by DHS;
 - (b) DHS Client(s): Single adult(s) experiencing homelessness who seek or receive shelter services from DHS.
 - (c) Host Shelter: Any DHS Shelter that is used as the host site or location of a TGNC Shelter Unit, as that term is defined below.
 - (d) Intake: DHS's procedure for initial screening and processing individuals seeking shelter from DHS.
 - (e) Assessment: DHS's procedure for assessing clients and assigning them a DHS Shelter placement.
 - (f) Intake Center: HELP Women's Center, Franklin Shelter, and 30th Street, where single adults seeking shelter from DHS are screened and processed.

- (g) Senior Leadership: All such persons identified in Executive Order 64 including as interpreted by the DHS Fax Flash dated October 19, 2021.
- (h) Shelter Provider(s): Any entity that, through contractual agreements, sub-contractual agreements, or other arrangements with Defendants, runs, operates, or manages any DHS Shelter.
- (i) Security Provider: Any entity that, through contractual agreements, sub-contractual agreements, or other arrangements with Defendants or a Shelter Provider, provides security services to any DHS Shelter, or Defendants themselves, to the extent they provide security services at any DHS Shelters.
- (j) Vendor(s): Shelter Providers, together with any Security Provider.
- (k) TGNC Affirming Shelter(s): Newly created DHS Shelters that serve, affirm, and meet the health and safety needs of TGNC Clients, each with a minimum capacity of twelve (12) beds, that individually or collectively provide shelter to TGNC Clients of all ages.
- (l) Shelter Staff: Employees, contractors, and personnel of DHS and/or any Vendors.
- (m) LGBTQIA+: Individuals who are and/or who self-identify as lesbian, gay, bisexual, transgender, non-binary, gender non-conforming, queer, intersex, or asexual.
- (n) TGNC Client(s): DHS Clients who are and/or who self-identify as transgender, non-binary, or gender non-conforming DHS Clients.

- (o) TGNC Shelter Unit or Units: Shelter units that serve, affirm, and meet the health and safety needs of TGNC Clients, and that meet the requirements set forth in Paragraph 3, inclusive of any TGNC Affirming Shelters.
- (p) Assessment Placement: A hotel room, single-room (SR), small dorm, temporary quarantine placement, or another single occupancy or larger room used to shelter TGNC clients when assessment and placement cannot be completed on day of intake.
- (q) Effective Date: The date on which the Parties file a Stipulation of Voluntary Dismissal or the Complaint is dismissed with prejudice, whichever is later.
- (r) Settlement Period: The period commencing upon the Effective Date of this Agreement and ending four (4) calendar years thereafter, with the exception of the obligations set forth in paragraph four, which will expire on December 31, 2026.

II. THE PARTIES' OBLIGATIONS

Establishment of TGNC Shelter Units and TGNC Affirming Shelters

2. By no later than December 31, 2022, Defendants shall create and maintain at least one TGNC Affirming Shelter or TGNC Shelter Unit in each of the boroughs of Manhattan, Brooklyn, Queens, and the Bronx, with an objective of establishing one or more TGNC Affirming Shelters during the Settlement Period.

3. Where Defendants satisfy the foregoing provision by establishing a TGNC Shelter Unit, that Unit must satisfy each of the following minimum requirements:

- (a) A minimum of 30 beds reserved for use by TGNC Clients, including single room and smaller dorms, distributed between the four (4) boroughs of Manhattan, Brooklyn, Queens and the Bronx;
- (b) Bathroom(s) equipped with single stalled toilets and stalled showers (or a fully private bathroom with a door that locks), reserved for use by TGNC Clients where possible (depending on dorm configuration);
- (c) Accommodations for disabilities, including but not limited to service animal requests and medication access needs, will be made consistent with applicable law and the Stipulation of Settlement in *Butler v. City of New York, et al.*, Case No. 15-CV-3783 (Dkt. No. 55);
- (d) Display DHS' Clients' Rights and Shelter Hotline poster(s) in a location accessible to and frequented by TGNC Clients, which explains that retaliation is prohibited, that clients are entitled to have their gender affirmed, and how DHS Clients can submit complaints, and provide contact information for the DHS Ombudsman; and
- (e) TGNC Shelter Units established in a Host Shelter should, to the extent possible, be self-contained with a common space or otherwise be set apart from other segments of the Host Shelter. If Defendants are unable to implement these provisions, a written explanation will be provided to Plaintiff and her counsel subject to the proviso that this clause does not create rights to judicial review that do not otherwise exist in this Agreement.

4. Defendants must maintain the minimum quantity of TGNC Shelter Units set forth in Paragraph 3 above until December 31, 2026 or until the creation of a TGNC Affirming Shelter in the relevant borough. The parties recognize that Vendors, Shelter Staff, and the locations of the

Units within each of the four designated boroughs may change, including based on the criteria set forth in paragraph 14(e)-(h).

5. Beginning December 31, 2022 or immediately following the establishment of one or more TGNC Shelter Unit(s), whichever is earlier, Defendants shall provide TGNC Clients the option of being sheltered at men's shelters, women's shelters, or at a dedicated TGNC Shelter Unit subject to capacity constraints. Placement in TGNC Shelter Units is voluntary, and Defendants shall not deny TGNC Clients placement at a men's or women's shelter where such placement is requested by the Client(s). Defendants will also allow TGNC Clients to move between types of shelter (for example, Men's, Women's, TGNC or LGBTQ+ youth) if they determine that another type of shelter may better affirm their gender, and agree to transfer TGNC Clients as soon as is practicable and subject to capacity limitations.

6. Any TGNC Client who requests placement in a TGNC Shelter Unit shall be placed at a TGNC Shelter Unit provided that one or more appropriate beds is available. If a request for placement at a TGNC Shelter Unit is made prior to the establishment of such Units and/or if no appropriate beds are available, Defendants shall work with the TGNC Client to find another available placement that best suits their needs, prioritizing placement in a small dorm or single room until such bed becomes available or a suitable permanent housing option is identified.

7. If a TGNC Client who requests and receives a placement in a TGNC Shelter Unit is transferred, Defendants shall offer the TGNC Client placement in another TGNC Shelter Unit, subject to capacity constraints. In the event that no other TGNC Shelter Unit beds are available, Defendants shall work with the TGNC Client to find another available placement that best suits their needs, prioritizing placement in a small dorm or single room, until such bed becomes available or a suitable permanent housing option is identified.

8. Defendants will provide Plaintiff and her counsel with the names of Vendors of TGNC Shelter Units and the intended location of the Units prior to finalization to the extent permitted by Procurement Rules and applicable law. Plaintiff and her counsel shall review and provide comments and feedback in writing within thirty (30) calendar days of receipt. Defendants shall give thorough consideration to Plaintiff's comments and feedback and respond within thirty (30) calendar days to explain whether Plaintiff and her counsel's suggestions were accepted and the basis for that outcome.

9. All Vendors and Shelter Staff involved in the management, operation, or provision of security services to a TGNC Shelter Unit will be subject to a non-discrimination policy or policies ("Non-Discrimination Policy"). The Non-Discrimination Policy shall, at a minimum, (a) expressly prohibit all forms of discrimination prohibited by federal, state, or local law, including discrimination based on sex, gender identity, and disability; (b) state that retaliation, including in the form of administrative or involuntary transfers, is strictly prohibited; (c) require compliance with all DHS/DSS policies concerning LGBTQIA+ people and people with disabilities, including without limitation DHS-PB-2019-015, DHS-PB-2020-006, the Interim Reasonable Accommodation Request Process, and any successor policies; and (d) require employers to take corrective action against Vendors and Shelter Staff who violate the Non-Discrimination Policy, up to and including probation, mandatory re-training, suspension, or termination. Defendants shall provide Plaintiff a copy of the Non-Discrimination Policy for comment within thirty (30) calendar days of the entry of this Settlement.

10. Defendants shall provide Plaintiff a copy of the Non-Discrimination Policy. Plaintiff and her counsel shall review and provide comments and feedback in writing within thirty (30) calendar days of receipt. Defendants shall give thorough consideration to Plaintiff's comments

and feedback and respond within thirty (30) calendar days to explain whether Plaintiff and her counsel's suggestions were accepted and the basis for that outcome.

11. Defendants will provide all Vendors with a copy of the Non-Discrimination Policy and require Vendors to sign a formal acknowledgment that they will abide by its terms and preserve those acknowledgement forms in electronic or hardcopy format for the duration of the Settlement Period.

12. Defendants shall also direct Vendors to provide a copy of the Non-Discrimination Policy to all Shelter Staff and require Shelter Staff to sign a formal acknowledgment that they will abide by its terms within seven (7) calendar days of their hire, and preserve those acknowledgement forms in electronic or hardcopy format for the duration of the Settlement Period.

13. Defendants will add language regarding non-discrimination and retaliation to the Client Acknowledgment of Responsibility Form ("CARF"), which is presented to all clients at shelter intake.

14. To further the goal of opening one or more TGNC Affirming Shelters, Defendants will:

- (a) Solicit feedback from TGNC community members and community-led organizations on the shelter needs of TGNC Clients, including suggestions for criteria for the operation of TGNC Affirming Shelters;
- (b) Encourage submissions of proposals to create TGNC Affirming Shelters under existing or successor Requests for Proposal ("RFPs") during the Settlement Period;
- (c) Reviewing all qualified proposals seeking to establish and operate TGNC Affirming Shelters from Vendors who are TGNC competent;

- (d) Provide information and support to potential shelter providers for TGNC Affirming Shelters, including offering a pre-proposal informational session for community-based organizations, including TGNC-led organizations, regarding the RFP submission process, consistent with Procurement Rules and applicable law;
- (e) Defendants will establish a system to track the number of DHS Clients requesting placement at a TGNC Shelter Unit, the disposition of the Request, and the extent to which demand for TGNC Shelter Units exceeds capacity, updating DHS protocols and systems as necessary. Defendants will use best efforts to establish such system by December 31, 2022;
- (f) Tracking the number of Priority One, Priority Two, and/or Priority Three Incidents that took place at Host Shelters (where applicable), including the nature of the incident, and use best efforts to determine and track whether it involved a TGNC Client;
- (g) Tracking the number of Complaints alleging TGNC discrimination, harassment, and/or retaliation, including the nature of the incident and an explanation of how it was resolved; and
- (h) Tracking the number of Complaints filed by DHS Clients at Host Shelters, to the extent not captured by paragraph 14(g), including the nature of the incident and an explanation of how it was resolved.

15. Defendants will ensure there is no undue delay in establishing TGNC Affirming Shelters where there is a demonstration of need based on the metrics set forth in Paragraphs 14(e)-(h), and using the mechanisms outlined in Paragraph 14 (a)-(d), to the extent permitted by Procurement Rules and applicable law.

Changes to the DHS Intake Process

16. Within thirty (30) calendar days of the entry of this Settlement, to the extent such policies are not already in place, Defendants shall amend existing policies and procedures related to the intake and processing of TGNC Clients. DHS policies must, at a minimum, (a) instruct Shelter Staff to record TGNC Clients' preferred names, gender markers, and pronouns in the DHS CARES database and, where not required to the contrary by applicable law, rule, and/or regulation, utilize them in all written and oral communications; (b) require Shelter Staff to maintain the confidentiality of TGNC Clients' legal names, sex assigned at birth, TGNC status, and/or disability accommodation needs, and refrain from disclosure except where necessary for the provision of shelter services; (c) when requested and necessary, assign TGNC Clients to Assessment Placements to complete their Intake so that they can be placed directly into a TGNC Shelter Unit or other DHS Shelter; (d) explain the placement procedures applicable to TGNC Shelter Units as set forth in Paragraphs 5-7; and (e) instruct Shelter Staff to ensure that hygiene and sanitary products made available to DHS Clients are made available to TGNC Clients based on the Client's expression of need, not Shelter Staff's own perceptions of the TGNC Client's gender.

Mandatory Training on the Rights of TGNC Clients for Shelter Staff

17. Defendants will make available the 2021 Virtual Instructor-Led Training on the Transgender, Non-Binary & Intersex Procedure or comparable training to all Shelter Staff and Vendors. The curriculum will include segments on the needs of TGNC Clients, on the laws prohibiting harassment and discrimination based on sex, including gender identity, and on such trainees' responsibilities thereunder, along with any other such content that DHS deems appropriate.

18. Defendants shall share training materials (including written, video, or audiovisual) to be used in the trainings required under Paragraph 17 with Plaintiff and her counsel. Plaintiff and

her counsel may review and provide comments and feedback in writing within thirty (30) calendar days.

19. DHS will mandate that all Shelter Staff affiliated with each TGNC Shelter Unit or Intake Shelter complete the Virtual Instructor-Led Training on the Transgender, Non-Binary & Intersex Procedure. Such training will begin as soon as practicable following the creation of TGNC Shelter Units, but no later than thirty (30) calendar days for existing and newly hired staff. To the extent staff have already received equivalent training from DSS, they do not need to be retrained.

20. Defendants will mandate that all Shelter Staff at DHS Shelters not covered by the immediately preceding Paragraph complete the Virtual Instructor-Led Training on the Transgender, Non-Binary & Intersex Procedure. Such training will begin no later than January 15, 2022, and be completed by December 31, 2022, for existing staff and within ninety (90) calendar days for newly hired staff. To the extent staff have already received equivalent training from DSS they do not need to be retrained. Defendants will mandate that all Shelter Staff and Vendors receive at least one (1) hour of refresher training on Transgender, Non-Binary and Intersex issues every two (2) years, and will include instruction on the duty of Shelter Staff not to retaliate against DHS Clients. Defendants will maintain training attendance records through their learning management system of record.

Changes to DHS Complaint Procedures

21. To provide additional transparency, accountability, and oversight for complaints alleging discrimination, harassment, and/or retaliation by Shelter Staff, Defendants agree to adopt the following enhancements to DHS's complaint and complaint escalation procedures:

- (a) DHS will clarify that the agency's protocols for investigation of sexual harassment pursuant to Executive Order 64, including when alleged against the Senior Leadership, also extend to allegations of TGNC harassment or discrimination;
- (b) Providing DHS Clients who are not satisfied with the investigation or resolution of complaints concerning TGNC harassment, discrimination, and/or retaliation by Shelter Staff, to the extent not covered by Paragraph 21(a), the right to seek final review by the Office of Legal Affairs;
- (c) Complaints alleging disability discrimination under federal, state, or local law will continue to be addressed under the provisions of the Stipulation of Settlement in *Butler v. City of New York, et al.*, Case No. 15-CV-3783 (Dkt. No. 55);
- (d) Undertake best efforts to evaluate the process for escalation of complaints of discrimination, harassment and retaliation complaints not covered by Paragraphs 21(a)-(c), above, and provide updates to Plaintiff and her counsel in writing in six (6) month intervals on June 28 and December 31 of each year during the Settlement Period;
- (e) Continuing to maintain an email address and hotline where complaints about DHS Shelters, Vendors, and Shelter Staff can be made to the Ombudsman's Office. Defendants shall undertake best efforts to develop protocols, staffing, and/or facilitate referrals so that DHS Clients and/or their advocates can make complaints and seek resources and support after the Ombudsman's business hours, by December 31, 2022. Defendants provide updates to Plaintiff and her counsel in writing in six (6) month intervals on June 28 and December 31 of each year during the Settlement Period;

- (f) Continue to provide for centralized complaint tracking by Defendants and/or the Ombudsman’s Office, classification and cataloguing of complaints by type, and preservation of all paper grievance forms submitted at the shelter-level pursuant to existing retention policies.

III. MONETARY RELIEF & ATTORNEYS’ FEES

22. Defendant City of New York hereby agrees to pay plaintiff [REDACTED] for claimed personal physical injuries in full and final satisfaction of all claims that were or could have been raised in this action, including claims for costs, expenses and attorney fees except as set forth below. Such payment shall be made in the City’s ordinary course of practice, not to exceed ninety (90) days from the point the Settlement is entered and Defendants receive the paperwork set forth in Paragraph 25.

23. In consideration for payment of this sum and other good and valuable consideration described herein, plaintiffs agree to the dismissal of all claims against defendants, and to release defendants, their successors and/or assigns, and all present or former officials, employees, representatives, and/or agents of the City of New York (collectively, the “Released Parties”), from any and all claims, liabilities, and causes of action that were or could have been asserted by plaintiff against any of the Released Parties based on any act, omission, event, or occurrence occurring from the beginning of the world up to and including the date hereof, including, without limitation, any and all claims, arising out of the events alleged in the complaint in this action, including all claims for attorney’s fees and costs.

24. In the event that the taxing authority or a court determines that the payment set forth in Paragraph 22 herein made to plaintiff by the City of New York is subject to personal income tax, any taxes, interest or penalties owed by plaintiff shall be the plaintiff’s sole responsibility.

25. Plaintiff shall execute and deliver to the City's attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of Paragraph 23 above and an Affidavit of No Liens.

26. Defendants agree that Plaintiff may petition the Court for an award of attorneys' fees and costs. The Parties further agree to try and negotiate the amount of attorneys' fees and costs incurred. If the Parties are not able to agree to a fee amount within thirty (30) calendar days of the entry of this Settlement, Plaintiff may petition for attorney's fees and costs pursuant to Fed. R. Civ. P. 54(d), 42 U.S.C. § 1988, 42 U.S.C. § 12205, and N.Y.C. Administrative Code § 8-502(g). Plaintiff may file supplemental fee petitions to recover fees associated with successful motions to enforce the provisions of the Settlement Agreement.

IV. MONITORING AND ENFORCEMENT

27. Defendants shall issue Semi-Annual Reports every six (6) months during the term of this Settlement to Plaintiff and her counsel. Each Semi-Annual Report shall cover the preceding six (6) month period ("Reporting Period") and shall include the following:

- (a) The name and location of each TGNC Shelter Unit, the Vendors involved in the operation of each TGNC Shelter Unit, the dates each Unit was established and operated, the number of beds available at each Unit, and the name of any DHS program administrators overseeing each Unit during the Reporting Period;
- (b) The number of DHS Clients who requested placement at a TGNC Shelter Unit during the Reporting Period, the disposition of those requests, and the extent to which demand for TGNC Shelter Units exceeded capacity, measured by the number of requests for beds per day;

- (c) The numbers of Priority One, Priority Two, and/or Priority Three Incidents, disaggregated, that took place at each TGNC Shelter Unit and Host Shelter (where applicable) during the Reporting Period, a summary of each Incident and whether it involved any TGNC Clients, and, if known, an explanation for how the Incident was resolved;
- (d) The number of Complaints submitted alleging TGNC discrimination, harassment, and/or retaliation during the Reporting Period, a summary of each Complaint and where it was referred (to Vendors, to DHS, or the Ombudsman's Office), and an explanation for how the Complaint was resolved including any corrective action taken, to the extent not otherwise prohibited by law;
- (e) Copies of Complaints and Incident Reports responsive to subparagraphs (c) and (d) to Plaintiff and her counsel upon request, with the personal identifying information of DHS Clients redacted;

28. For purposes of verifying compliance with this Settlement during the Settlement Period, Defendants shall: (a) permit Plaintiff and her counsel to hold scheduled visits at each TGNC Shelter Unit accompanied by the DHS program administrator and/or staff designated by Defendants, and (b) instruct Shelter Staff at the TGNC Shelter Units to cooperate reasonably with requests for information by Plaintiff and her counsel, and to speak with Plaintiff and her counsel upon request.

29. All reports, notices, comments, or communications made pursuant to this Settlement Agreement shall be sent by electronic mail to the following addresses, or to such other address as the recipient named below shall specify by notice in writing:

For Plaintiff:

Mariah Lopez
[REDACTED]

A. Chinyere Ezie
Leah Todd
CENTER FOR CONSTITUTIONAL RIGHTS
666 Broadway, Floor 7th
New York, NY 10012
[REDACTED]
[REDACTED]

Alexander Chen
HARVARD LAW SCHOOL
122 Boylston St
Jamaica Plain, MA 02130
[REDACTED]

For Defendants:

DSS General Counsel Martha Calhoun or successor, [REDACTED]
Deputy General Counsel for Homeless Services, Carolyn Wolpert or successor,
[REDACTED]
Director of LGBTQI Affairs, Elana Redfield or successor, [REDACTED]
Stephen Kitinger, Association Corporation Counsel, [REDACTED]

30. In the event that any report, notice, comment, or communication required by this Settlement falls due on a holiday or weekend, the deadline will be reset to the next business day.

31. Upon the execution of this Settlement Agreement, counsel will file a Stipulation of Voluntary Dismissal pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) that incorporates the provisions of the Settlement and the Complaint shall be dismissed with prejudice, provided that Plaintiff may file a motion for attorneys' fees and costs pursuant to the Court's Order dated October 7, 2021, ECF 242, and this Court may retain jurisdiction to resolve all such motions.

32. This Settlement Agreement is a contract that shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of New York. Plaintiff shall

retain the right to enforce the provisions of this Agreement, and disputes concerning this Agreement shall be brought in the courts of the State of New York.

33. This Settlement is final and binding upon Plaintiff and Defendants by and through their officials, agents, employees, successors, and assigns.

34. This Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time or written agreement entered into prior to the execution of this Settlement regarding the subject matter of the instant action shall be deemed to bind the parties hereto or to vary the terms and conditions contained herein.

35. If any term of this Settlement is subsequently deemed void, invalid, or otherwise incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

36. Nothing contained in this Settlement shall be deemed to be a finding or an admission that Defendants have in any manner violated Plaintiff's rights as contained in the Constitution, Statutes, Ordinances, Rules, and/or Regulations of the United States, the State of New York, or the City of New York.

37. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York and/or the New York City Department of Homeless Services.

38. This Settlement shall not be admissible in any other litigation or settlement negotiation, except for enforcement of the provisions contained herein.

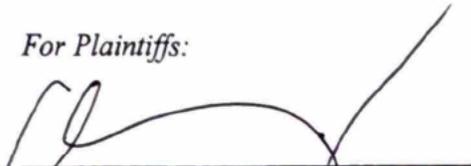
39. Nothing in this Settlement shall create any rights or obligations other than those expressly described herein, or otherwise provided by law.

40. All obligations under this Agreement will terminate at the conclusion of the Settlement Period.

Dated: November 23, 2021

Respectfully submitted,

For Plaintiffs:



Plaintiff Mariah Lopez



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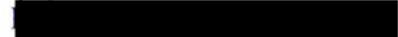
Counsel for Plaintiff Mariah Lopez

For Defendants:

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Stephen Kitzinger, Esq.



Counsel for Defendants