

11/01/91
46,647
L
24
1096818

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
GAIL GLOVER, on behalf of herself
and all other persons who are
similarly situated,

Plaintiff-Intervenor, . . .

OPINION AND ORDER

89 Civ. 5386 (MJL)

-against-

CRESTWOOD LAKE SECTION 1 HOLDING
CORPORATION, JONATHAN WOODNER COMPANY,
IAN WOODNER, and ANTHONY D. AIELLO,

Defendants.
-----X

APPEARANCES:

WESTCHESTER LEGAL SERVICES
Attorneys for Plaintiff-Intervenor
and Plaintiff Class
201 Palisade Avenue
Yonkers, New York 10703

BY: JERROLD M. LEVY

SULLIVAN & CROMWELL
Attorneys for Plaintiff-Intervenor
and Plaintiff Class
125 Broad Street
New York, New York 10004

BY: DAVID B. TULCHIN
JOHN E. KIRKLIN

BOBROW, GREENAPPLE, SKOLNIK
& SHAKARCHY
Attorneys for Defendant
630 Third Avenue
New York, New York 10017

BY: LAWRENCE GREENAPPLE

MARY JOHNSON LOWE, D.J.

Before this Court is the request of the plaintiffs' counsel
for Court approval of the Consent agreement reached by the parties
in settlement of this class action litigation. There have been no

objections to this proposed settlement. For the reasons set forth below the settlement is approved.

BACKGROUND

This Court has issued three **opinions** in connection with this action, **Bronson v. Crestwood Lake Section 1 Holding Corp.**, 724 F.Supp. 148 (S.D.N.Y. 1989); March 8, 1990 Opinion and Order; and **Glover v. Crestwood Lake Section 1 Holding Corp.**, 746 F.Supp. 301 (S.D.N.Y. 1990), familiarity with which will be presumed.

This action, ~~certified as~~ a class action by this Court in an Opinion of August 29, 1990, was brought pursuant to Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act). The plaintiffs sought declaratory and injunctive relief in their challenge of the rental policies of Crestwood Lake ("Crestwood"), an apartment complex located in the City of Yonkers, New York. The plaintiffs specifically **alleged** that Crestwood's rental policies - - variously consisting of its **refusal** to consider the applications of any **person** who receives **Section 8** federal housing assistance or whose income is not **at least** three times the rent of the **apartment** for which that person is **applying** -- **disproportionately** and adversely impact **upon** black and hispanic ("**minority**") applicants for tenancies in **comparison to** white applicants. Plaintiffs also claimed **that** defendants **rely** on other improper criteria for selecting tenants such as the applicant's familial status, **marital** status, and age.

In a prior opinion, **we** preliminarily enjoined defendants from

-considering a number of **factors in evaluating the then named plaintiffs' applications for apartments at Crestwood**, including ~~whether they had income in excess of three times the rent or~~ whether their **tenancies** required entry into the standard Section 8 lease. 724 F.Supp. 148. when these initial plaintiffs, Ruth Bronson and Lisa Carter, withdrew their applications, we granted Gail Glover's motion to intervene and, after consideration of the parties' briefs on the issue, we granted plaintiffs' motion for class certification. 746 F.Supp. at 307.

The certified class is defined as **all black and hispanic** persons residing in the City of Yonkers, New York, who a) **are or will be determined eligible to participate in the** Section 8 Housing Voucher Program, b) can afford to pay the rents at Crestwood, and c) **are or will be denied the opportunity to rent housing accommodations at Crestwood because of their Section 8 status, the terms of the Section 8 lease, the source or amount of their income, their race, their familial or marital status or their age.**

In addition to their motion for class certification, the plaintiffs moved **for partial summary judgment** alleging that certain criteria defendants relied on **disfavoring plaintiff and other members of the class, violated** federal and state laws. We granted that motion in part and **found** that the defendant's practice of refusing **to rent an apartment** to a Section 8 voucher holder solely on the basis on that household's size when they would rent that **same apartment to the same sized household where there is the presence of an adult instead of a child** constitutes discrimination

on **the basis** of familial status. **In making that** decision we held that "[l]andlords may not refuse applicants apartments which they can afford and desire solely because' these households do not conform with the landlord's traditional notions of 'what constitutes a family unit.'" 746 F.Supp. at 310. As to the plaintiffs other claims in their motion for partial summary judgment, we found that there were factual disputes precluding summary judgment and requiring resolution at a trial on the merits.

Following the issuance of our Opinion and Order granting class certification and granting in part the plaintiffs' motion for partial summary judgment, defendants appealed to the United States Court of Appeals for the Second Circuit on September 27, 1990. Prior to a decision on the appeal, the parties agreed to settle the claims of the plaintiff-intervenor and members of the plaintiff class finally and completely, with prejudice and without costs, on terms submitted to this Court in a Stipulation dated January 15, 1991. On February 28, 1991, we issued an order instructing the parties to post notice of the proposed settlement for review by the class members and setting April 5, 1991, as a date for a hearing on the fairness and adequacy of the proposed settlement. Any objections to the proposed settle- were to be filed with the Court no later than March 26, 1991. No objections to the proposed settlement have been submitted.

DISCUSSION

The Proposed Class Settlement Agreement

The exact terms of the proposed class settlement are set forth in the Stipulation dated January 15, 1991, which is incorporated herein by reference. In summary, the settlement provides that defendants must give full and fair consideration to the tenant application of **any member** of the certified plaintiff class when filling a vacant apartment at Crestwood **of** the size and type for which the class member has applied. In addition, a class member who offers to pay rent from governmental sources or through a third-party source shown to be reliable must be considered financially able to pay the rent at Crestwood on time. **When** considering a tenant application from a class member, defendants cannot consider (a) **the** person's status as a Section 8 voucher holder; (b) **the** source of the person's income; (c) the person's race, sex, marital status; or (d) any other factor which may not be considered under applicable law. Defendants have also agreed that one-bedroom apartments at Crestwood will be available to an adult and one child and two-bedroom apartments will be available to an adult and three children. Finally, the **parties** have **agreed** that the defendants may --require the inclusion of a jury waiver provision **in** the Section 8 **voucher** lease or renewal lease with a **particular plaintiff** class member only if the public housing agency **issuing** the voucher has the authority to **permit a jury** waiver provirion to be included *in the* lease of that class **member** pursuant to authorization granted **by the** United States **Department** of Housing

and Urban Development ("HUD"). As authorized by HUD, in the second year of the initial lease, Crestwood may collect a rent increase allowable during the first year of the lease based on approval of a Major Capital Improvement (MCI) application.

The Standards for Judicial Approval of Class
Action Settlements Under Fed.R.Civ.P. 23(e)

The standards to be applied in determining whether to approve settlement of a class action are well established. Courts consistently favor settlement of lawsuits in general. City of Detroit v. Grinnell Corp., 495 F.2d 448 (2d Cir. 1974); Jones v. Amalaamated Warbasse Houses, Inc., -97 F.R.D. 355, 358 (E.P.N.Y.), aff'd, 721 F.2d 881 (2d Cir. 1982), cert. denied, 466 U.S. 944 (1984). This policy promotes the interests of the litigants by saving them the expense of trial of disputed issues and reduces the strain upon an already overburdened judicial system. Newman v. Stein, 464 F.2d 689, 691-92 (2d Cir.), cert. denied, 409 U.S. 1039 (1972); Armstrong v. Board of School Directors, 616 F.2d 305, 313 (7th Cir. 1980).

In deciding whether to approve a proposed settlement of a class action, the court must find that the proposal is "fair, reasonable and adequate." Wilder v. Bernstein, 645 F.Supp. 1292 (S.D.N.Y. 1986); Weinberger v. Kendrick, 698 F.2d 61, 73 (2d Cir. 1982), corrected on other grounds on pet. for reh'g, [1982-83] Fed. Sec. L. Rep. (CCH) 99,074 (2d Cir.), cert. denied, 464 U.S. 818 (1983); West Virginia v. Chas. Pfizer & Co., 440 F.2d 1079, 1085 (2d Cir.), cert. denied, 404 U.S. 871 (1971). However, courts have

consistently noted the necessity of restraint in their inquiry into , proposed **settlements**. Settlements, by definition, are compromises which **"need** not satisfy every single *concern* of **the plaintiff** class, but may fall anywhere within a broad range of upper and lower limits." Alliance to End Repression v. City of Chicago, 561 F.Supp. 537, 548 (N.D.Ill. 1982). The court's role is neither to substitute its judgment for that of the parties who negotiated the settlement nor to litigate the merits of the action. Flinn v. FMC Corp., 528 F.2d 1169 (4th Cir. 1975), cert. denied, 424 U.S. 967 (1976); Weinberger v. Kendrick, 698 F.2d at 74; Ochs v. Ruttenberg, 446 F.Supp. 145, 148 (S.D.N.Y. 1978). As noted in Katz v. E.L.I. Computer Systems, Inc., [1970-71] Fed. Sec. L. Rep. (CCH) ¶92, 994 at 90, 676 (S.D.N.Y. 1971): **"There** is a strong initial presumption that the compromise is fair and reasonable."

Judicial evaluation of a proposed settlement of a class action thus involves a limited inquiry into whether the possible rewards of litigation with its risks and costs are outweighed by the benefits of the settlement. In City of Detroit v. Grinnell Corp., 495 F.2d at 462, the court, quoting with approval Young v. Katz, 447 F.2d 431, 433 (5th Cir. 1971), **stated:**

It is not **necessary** in order to determine whether an **agreement** of settlement and **compromise** shall be approved that the court **try the** case which is before it for **settlement**. . . . Such procedure would **emasculate the very** purpose for which settlement are made. The court is only called upon to consider and weigh the nature **of** the claim, **the** possible defenses, the situation of the parties, and the **exercise** of business Judgment **in** determining whether the proposed settlement **is reasonable**.

Accord, Newman v. Stein, 464 F.2d 689 (2d Cir.), cert. denied, 409 U.S. 1639 (1972); West Virginia v. Chas. Pfizer & Co., 314 F.Supp. 710, 741 (S.D.N.Y. 1970).

courts have also examined the "negotiating process by which the settlement was reached." Weinberger v. Kendrick, 698 F.2d at 74. They have focused on whether the settlement was achieved through "arm's length negotiations" by counsel who have "the experience and ability. . . necessary to effective representation of the class' interest." Id. Again, however,

The court's function is not "to reopen and enter into negotiations with the litigants in the hopes of improving the terms of the settlement" or to "substitute its business judgement for that of the parties who worked out the settlement.*

Argo v. Harris 84 F.R.D. 646, 647-48 (E.D.N.Y. 1979); Friedman v. Colaate-Palmolive Co. [1984] Fed. Sec. L. Rep. (CCH) ¶ 91, 493 at 98, 451 (E.D.N.Y. 1984).

Courts in this and other Circuits recognize that the opinion of experienced counsel supporting the settlement is "entitled to considerable weight." Fielding v. Allen, 99 F.Supp. 137, 144 (S.D.N.Y. 1951). Accord, In re Chicken Antitrust Litigation, 1980-1 Trade Cas. (CCH) ¶ 63,237 at 78, 148 (N.D. Ga. 1980) ("Notwithstanding the court's substantial involvement in the suit over the past five years, the parties' counsel are best able to weigh the relative strengths and weaknesses of their arguments. The court is not inclined to substitute its educated estimate of the complexity, expense and likely duration of this litigation without a sound basis for concluding that the settlements are

inadequate."); Cannon v. Texas Gulf Sulphur Co., 55 F.R.D. 308, 316 (S.D.N.Y. 1972); Lyons v. Marrud, [1972-73] Fed. Sec. L. Rep. (CCH) ¶93, 525 (S.D.N.Y. 1972), quoting, Protective Committee for Independent Stockholders of TMT Trailers Ferry, Inc., 390 U.S. 414 (1968); Josephson v. Campbell, [1967-69] Fed. sec. L. Rep. (CCH) ¶92,347 at 97, 658 (S.D.N.Y. 1969).

Based on the history of this action, it is clear that both the class counsel and defense counsel vigorously represented their clients in negotiating the settlement agreement. The resulting **settlement** conditions achieve essentially all the relief sought on behalf of the class in the litigation. In addition, class counsel have clearly stated their intention to **continue** to monitor the implementation of the settlement terms and pursue judicial recourse if it is unsuccessful. In urging this Court to approve the settlement, class counsel have shown their experienced judgment in **favoring the Settlement terms.**

The Second Circuit has identified nine specific factors to be considered in determining whether to approve the settlement of the class action:

- (1) The complexity ~~expense~~ and likely duration of the litigation. . . . the reaction of the class to the settlement. . . .
- (2) the stage of the proceedings and the amount of **discovery** completed. . . ;
- (3) the risks of establishing liability. . . ;
- (4) the risks of establishing damages. . . ;
- (5) the risks of maintaining the class action through the trial. . . ;
- (6) the ability of the defendants to withstand a greater judgment;
- (7) the range of reasonableness of the settlement fund in light of the best possible recovery . . . ;
- (8) the range of reasonableness of the settlement fund to a
- (9) the range of reasonableness of the settlement fund to a

possible recovery in light of all the attendant risks of litigation. . . .

City of Detroit v. Grinnell, 495 F.2d at 643 (citations omitted).

We will consider each of the criteria separately.

A. The Complexity, Expense and Likely Duration of the Litigation

This case has been pending **for over** a year and yet remains at a relatively early stage of litigation. This Court has already issued three substantive Opinions, one of which was on appeal to the United States Court of Appeals for the Second Circuit when the settlement was reached. Based on the history of the **action** thus far, it seems clear that this case could become a protracted, complex litigation, requiring significant time and expense for the parties, as well as judicial oversight for both this Court and **the Court of Appeals**.

In addition, considering the relief requested by the class **members**, time is of *the essence* in obtaining **affordable** and acceptable housing in Yonkers. Money damages are not an issue in the action and statutory attorney-*es* have **been waived** by the class counsel according to the settlement terms. Thus, a trial on the merits **of the** case, while absorbing much more time and expense, would **not achieve** significantly more for the **class** members than the proposed settlement **offers them**. Given the inevitable *uncertainty and* risk associated with proving disparate impact and intent at trial, **as well** as the highly favorable terms offered by the

settlement, the proposed settlement offers both security and immediacy for the class members. Thus, the proposed class settlement: agreement secures for the class substantial benefit, undiminished by further increased fees and expenses, without the delay, risk and uncertainty of continued litigation.

B. The Reaction of the Class to the Settlement

The notice of the proposed settlement was posted, in English and Spanish, from March 7, 1991 through March 27, 1991, in the office of the Yonkers Municipal Housing Authority, the Yonkers Office of the Department of Social Services, and the Yonkers and White Plains offices of Westchester Legal Services. Affirmation of **Jerrold M. Levy**, April 3, 1991. The notice called for any objections to be filed with the Court. Not a single objection has been received, In addition, pursuant to the notice, this Court held a public hearing on April 4, 1991, to consider the fairness of the proposed **settlement**. No objections to the settlement were heard at the hearing. This **total** absence of objection by class **members** is persuasive evidence of the fairness of the settlement. See e.g., Grinnell, 495 F.2d at 462; In re Warner Communications Securities Litigation, 82 Civ. 8288 (JFK) (S.D.N.Y. 8/20/85) slip op. at 22; Burger v. CPC International Inc., 76 F.R.D. 183, 186 (S.D.N.Y. 1977).

C. The State of the Proceedings and the Amount of Discovery Completed

This action **was** initially brought on behalf of the named plaintiffs Ruth Bronson and Lisa Carter. **As** the case developed, **these** two plaintiffs withdrew from the case and Gail Glover

intervened as named plaintiff.' Depositions of two plaintiffs were conducted and requests for production of documents had been filed. By the time the settlement agreement was reached, a preliminary injunction motion had been briefed and decided, the class had been certified, and a motion for partial summary judgment had been briefed and decided. In addition, the class certification and partial grant of the motion for partial summary judgment had been appealed to the Court of Appeals for the Second Circuit. Given the posture of the case at this point, all counsel are undoubtedly acting with a firm grasp of the strengths and weaknesses of the case.

D. - The Risks of Establishing Liability

In assessing the fairness, reasonableness and adequacy of the proposed settlement, this Court must balance the benefits afforded by the proposed settlement, and the immediacy and certainty of a substantial recovery for the class members, against the continuing risks of litigation. There would undoubtedly be considerable legal obstacles confronting plaintiffs in attempting to establish liability which would remain in the event that the settlement were not approved. The proposed settlement, on the other hand, includes obligations and entitlements which represent "complete success for

'The initial named plaintiffs, Ruth Bronson and Lisa Carter, voluntarily dismissed their claims due to the defendants' "intense investigations into [their] lives . . . [and the lives of] their families, [which] . . . together with defendants' strenuous opposition to their tenancies caused both Ms. Bronson and Ms. Carter to doubt the desirability of Crestwood as a place for them to live." Plaintiffs' Memorandum of Law In Support of Voluntary Dismissal at 1,

the plaintiff class in this litigation." Affirmation of John E. Kirklin, February 15, 1991, ¶13. In addition, class members Susan Guzman, Daphne Quarles, Maria Castro Gonzales, and Patricia Graves have already been accepted as tenants in Crestwood, further showing the value of the settlement. These very real examples of the effectiveness of the settlement agreement, as compared to the inevitable risks of pursuing the case to trial despite the strength of the plaintiffs' claims, make the risks of establishing liability at trial substantial and unnecessary.

E. The Risks of Establishing Damages

This action was brought primarily to recover declaratory and injunctive relief. While the complaint requests "compensatory and punitive damages in amounts determined appropriate by the Court," the significant relief requested is that the barriers to the tenancies of class members be eliminated. With the agreement proposed those barriers have been eliminated and Crestwood apartments have become a viable housing option for members of the plaintiff class. In addition, plaintiffs' counsel have waived recovery of costs and statutory attorney's fees in the interest of achieving favorable settlement of the action. Thus, the issue of damages is not a relevant one for the purposes of the instant settlement agreement.

F. The Risks of Maintaining the Class Action Through the Trial

This Court has certified the class under Fed.R.Civ.P. 23(b) (2) as a "paradigmatic . . . class suit, for they seek class-wide structural relief that would clearly redound equally to the benefit

of each class member." 746 F.Supp. at 306 (citations omitted). While any move on the part of defendants to decertify the class would clearly be difficult to maintain, such a move is possible. In addition and perhaps more realistically, the difficulties of maintaining the motivation and resolve on the part of the named plaintiff throughout a protracted and adversarial litigation are very real indeed. The first named plaintiffs in this action withdrew early on in the litigation because of "intense investigations into [their] lives. . . together with defendants' strenuous opposition to their tenancies. . . ." Opinion and Order, March 8, 1990, at 2. Clearly the pressure of active adversarial proceedings on the named class members would only increase as the litigation progressed.

G. The Ability Of Defendants to Withstand a Greater Judgment

Another factor to be taken into consideration in determining whether to approve a class action settlement is the defendants' ability to withstand a judgment greater than the settlement amount. City of Detroit v. Grinnell Corp., 495 F.2d at 467. Given the discussion above, this consideration is not relevant to the settlement of this action.

H. The Range of Reasonableness of the Settlement Fund in Light of the Best Possible Recovery

Again, given that the relief requested here is declaratory and injunctive relief, there is no "settlement fund" to be reviewed. However, in reviewing the settlement terms in light of the "best possible recovery" for the plaintiffs, we find the proposed

settlement provider **essentially** the recovery requested in the Complaint. **As** stated by **plaintiffs'** counsel, **the agreement** would secure "highly favorable and unprecedented relief **for** the plaintiff ~~class of~~ low-income minority persons **seeking to escape** the **segregated** slums of southwest Yonkers **and**, utilizing their Section 8 vouchers, to secure safe, decent, and integrated housing at Crestwood Lake Apartments. . . • It **Affirmation** of John E. Kirklin, February 15, 1991, at **9-10**. This is clearly within the range of reasonableness required by the standards of **Fed.R.Civ.P.** 23(e).

I. The Ranae of Reasonableness of the Settlement Fund in Light of the Risks of Litiaation

Obviously, the foundation of any settlement is uncertainty as to the outcome of the litigation. If a party *were* assured that a better result awaited which would justify the added delay, effort and expense, then litigation would be continued without apprehension. Such assurance, however, is **rarely** the **case**.

Experienced counsel for both plaintiffs and defendants, negotiating at **arm's** length and possessing all relevant **information**, recommend the present settlement **because** each side recognizes the **risks and** the high costs attendant to continued litigation. **As** already discussed, their views are entitled, to considerable weight. Given *the clear* benefits offered' **by** the proposed **settlement** and **the delay** and cost involved in continued litigation; **acceptance** of the proposed terms is clearly in the best **interest of justice for the parties** to this action.

CONCLUSION

For **the reasons** stated above, the settlement agreement in this **action is** approved pursuant to **Fed.R.Civ.P.** 23(e) as being fair, **reasonable and** adequate and in the best interest of **the** plaintiffs. Accordingly, this action is dismissed with prejudice and without costs according to the terms specified in the stipulation of the parties dated January 15, 1991, which is incorporated herein by **reference.**²

It **Is** So Ordered.

Dated: New York, New York
April 10, 1991

United States District Judge

As a final note, **this** Court commends counsel for the **plaintiff** class for its generous and vigilant litigation of this **action.** We would like to specifically recognize the law firm of Sullivan and Cromwell for the extensive pro bono services rendered in pursuing the case. Their services **were** performed admirably in the tradition of pro bono publico.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

U.S. DISTRICT COURT
FILED
APR 2 1991
S. D. OF N. Y.

----- X
GAIL GLOVER, on behalf of herself
and all other persons who are
similarly situated,

: 89 Civ. 5386
: (MJL)

Plaintiff-Intervenor,

STIPULATION

-against-

CRESTWOOD LAKE SECTION 1 HOLDING
CORPORATION, JONATHAN WOODNER COMPANY,
IAN WOODNER, and ANTHONY D. AIELLO,

Defendants.

----- X
IT IS HEREBY STIPULATED AND AGREED, by and between
the parties herein through their attorneys, that the claims
of the plaintiff-intervenor and members of the plaintiff
class are finally and completely settled, with prejudice and
without costs, on the terms and conditions set forth below:

1. Defendants shall process and evaluate the
tenant application at Crestwood Lake Apartments
("Crestwood") of any member of the certified plaintiff
class, defined to include black and hispanic persons
residing in the City of Yonkers, New York, who are or will
be determined eligible to participate in the Section 8
Housing Voucher Program. Defendants shall give full and
fair consideration to the tenant application of a class
member when filling a vacant apartment at Crestwood or the
size and type that the class member has applied for.

MICROFILM

-3:00 PM

APR 02 1991

2. A class member who offers, or agrees at Crestwood's request, to pay all his/her rent directly to Crestwood from governmental sources or from other third-party sources (shown by said party to be reliable), and that non-revocation of the direct payment arrangement will be a substantial obligation and condition of his/her tenancy at Crestwood, shall be considered financially able to pay the rent at Crestwood on time.

3. In evaluating the tenant application at Crestwood of any class member, and in determining whether to select a class member to fill a vacant apartment at Crestwood of the size and type that he/she has applied for, defendants shall not consider, take into account or discriminate on the basis of: (a) the person's status as a Section 8 vouches holder or the fact that he/she will utilize Section 8 voucher housing assistance payments-- towards payment of a portion of the rent; (b) the source of the person's income; (c) the person's race, sex, marital status (including whether the person is a single parent, and/or parent of a child or children born out of wedlock), familial status or age; or (d) any other factor which may not be considered under applicable law.

4. Defendants agree that one-bedroom apartments at Crestwood shall be available for occupancy by an adult and one child and that two-bedroom apartments shall be available for occupancy by an adult and three children.

5. Defendants may require the inclusion of a jury waiver provision in the Section 8 voucher lease or renewal lease with a particular plaintiff class member only if the public housing agency issuing the voucher has the authority to permit a jury waiver provision to be included in the lease of that class member pursuant to authorization granted by the United States Department of Housing and Urban Development. (See attached letters of John W. Herold and Peter Smith). As authorized by the United States Department of Housing and Urban Development (see attached letter of John W. Herald), Crestwood is permitted to collect from the tenant, during the second year of the initial lease, in equal monthly installments, a rent increase allowable during the first year of the lease based on approval of a Major Capital Improvement (MCI) application.

6. By signing this stipulation, no defendant shall be deemed, for any purpose or under any circumstances, to have admitted liability for any violation alleged in the amended complaint herein, or to have admitted, conceded, or agreed to the truth of any allegation of wrongful conduct in

the amended complaint, including, but not limited to, any allegation therein of discriminatory conduct.

Dated: New York, New York
January 15, 1991

WESTCHESTER LEGAL SERVICES
201 Palisade Avenue
Yonkers, New York 10703
(914) 423-0700

By Jerrold M. Levy
Jerrold M. Levy, Esq.
(JL 7901)
Of Counsel

SULLIVAN & CROMWELL
125 Broad Street
New York, New York 10004
(212) 558-4000

By John E. Kirkin
Of Counsel
David B. Tulchin, Esq.
John E. Kirkin, Esq.
(JK 5881)
William J. Snipes, Esq.

Attorneys for Plaintiff-
Intervenor and Plaintiff Class

Signatures continued on Page 5

BOBROW, GREENAPPLE, SKOLNIK
& SHAKARCHY
630 Third Avenue
New York, New York 10017

BY *[Signature]*
Lawrence Greenapple, Esq.
(LG 1964)
Attorneys for Defendants

SO ORDERED;

[Signature]
United States District Judge

Dated: New York, New York
January 1, 1991
[Signature]

1/6/91
[Signature]

Page 5 of -5- of Stipulation and Order