

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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CYNTHIA HILL, GAIL WILLIAMS, DENISE INMAN,
VICKIE GORDON, ROLANDO LOPEZ, TAURA PATE,
ELLEN ENNIS, and ANDREA HOLLY individually and
on behalf of a class of all others similarly situated,

Plaintiffs,

Case No.: 13 Civ. 6147 (PKC)

-against-

THE CITY OF NEW YORK, MICHAEL R.
BLOOMBERG, as Mayor of the City of New York,
RAYMOND KELLY, as Police Commissioner,
RICHARD F. NAPOLITANO, CHARLES P. DOWD,
MICHAEL V. POLITO, LJUBOMIR BELUSIC,
DONALD CHURCH, DAVID LICHTENSTEIN, LOCAL
1549, DISTRICT COUNCIL 37, AFSCME, AFL-CIO;
and JOHN and JANE DOES 1-20 (said names being
fictitious, the person intended being those who aided and
abetted the unlawful conduct of the named Defendants),

Defendants.

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NOTICE OF PROPOSED SETTLEMENT & FAIRNESS HEARING

This Notice is sent to you as ordered by the Court. This is not an advertisement from an attorney.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS LITIGATION.

YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.

PURPOSE OF THIS NOTICE

This Notice is being sent to you by order of the United States District Court for the Eastern District of New York (the "Court"). It describes a proposed settlement (the "Settlement") of a class action known as *Cynthia Hill, et al. v. The City of New York, et al.*, Case No. 13-cv-6147 (PKC), assigned to United States District Judge Pamela K. Chen, and your right to receive money and/or enjoy non-monetary relief from this Settlement.

The Settlement, which was reached on October 23, 2018, is between the Plaintiffs, who are Police Communications Technicians (“PCTs”) or Supervising Police Communications Technicians (“SPCTs”) in the New York City Police Department (“NYPD”) Communications Section, and Defendants, the City of New York, officials and employees of the City of New York including individual members of the NYPD, and Local 1549, District Council 37, AFSCME, AFL-CIO.

The Court is now considering approving the Settlement and has approved this Notice.

This Notice describes the case and what the parties to this litigation have agreed to do to settle the case.

This Notice also explains the procedure that the Court will follow before deciding whether to approve the Settlement.

WHY DID I RECEIVE THIS NOTICE?

You received this Notice because as a current or former PCT or SPCT you may be eligible for a monetary award (“Settlement Payment”) under the terms of the proposed settlement.

You have also received this Notice because the City of New York and NYPD records reflect that you are a PCT or SPCT currently employed by the NYPD or were employed as a PCT or SPCT by NYPD between November 6, 2010 and October 23, 2018.

The Court has granted preliminary approval of the Settlement and will conduct a Fairness Hearing to determine whether the settlement terms reflect a fair and reasonable compromise of disputed issues in this lawsuit and whether that compromise was reached as a result of contested litigation.

WHAT IS THIS LAWSUIT ABOUT?

On November 6, 2013, Plaintiffs Cynthia Hill, Gail Williams, Denise Inman, Vicki Gordon, Rolando Lopez, Taura Pate, Ellen Ennis and Andrea Holly (collectively “Plaintiffs”) brought this action against Defendants City of New York (“City”), Michael R. Bloomberg, Raymond Kelly, Richard Napolitano, Michael V. Polito, Ljubomir Belusic, Francis Kelly, Donald Church, David Lichtenstein and Charles Dowd (collectively, “City Defendants”) as well as Defendants Local 1549, District Council 37, ASCME, AFL-CIO (“Defendant Local 1549”).

Plaintiffs were represented by the law firm Maduegbuna Cooper LLP. In September 2015, the Court designated Maduegbuna Cooper LLP as the attorneys for the class members (“Class Counsel”).

Plaintiffs as Class Representatives filed this action on behalf of themselves and other class members seeking to improve working conditions in the NYPD's Communication Section. Plaintiffs sought to do this by bringing claims alleging violations of their rights under 42 U.S.C. § 1981 pursuant to 42 U.S.C. § 1983, the New York State Human Rights Law, the New York City Human Rights Law, The Family Medical Leave Act ("FMLA"), 29 U.S.C. §§ 2601, *et seq.*, the New York State Public Employees' Fair Employment Act of 1967, the New York Civil Service Law, § 200 *et seq.* (the "Taylor Law"), the New York City Collective Bargaining Law, and New York Labor Law § 162.

Specifically, Plaintiffs complain that, starting in May 2013, City Defendants have discriminated against them based on the race of the majority of PCTs/SPCTs in the Communications Division by cancelling sick leave, mandating overtime, and subjecting them to unfair discipline and that City Defendants have interfered with their ability to request and use approved FMLA leave or retaliated against them for doing so.

The City Defendants deny Plaintiffs' claims and deny that any PCT or SPCT was treated differently because of the race of the majority of PCTs/SPCTs in the Communications Division, and deny that they interfered with or retaliated against any PCT or SPCT who requested and/or used FMLA leave.

Plaintiffs also complained that their union, Defendant Local 1549, did not do enough to protect the rights of PCTs and SPCTs. Defendant Local 1549 denied that.

A final settlement of this lawsuit was reached on October 23, 2018.

Absent a settlement, the parties must proceed with substantial motion practice, which may ultimately mean that the parties present their claims and defenses to a jury. The parties have agreed to settle this lawsuit because there are substantial risks associated with both a trial and any subsequent appeals.

WHAT ARE THE DETAILS OF THE PROPOSED SETTLEMENT?

On January 11, 2019, the Plaintiffs, the City Defendants and Defendants Local 1549 filed a proposed Settlement Agreement and Order that would resolve Plaintiffs' claims of the proposed class of all employees employed as PCTs or SPCTs in exchange for equitable relief and monetary settlement payments by the City and Local 1549 to certain PCTs and SPCTs who are currently employed, or have been employed by the NYPD between November 6, 2010 and October 23, 2018.

Under the terms of the Settlement, the Defendants have agreed to pay a total amount of up to \$1,096,375.00, comprised of a cash payment of up to \$589,375.00 to class members and the payment of \$507,000.00 in legal fees and costs, and certain changes to the NYPD's and Union's practices, as described in this Notice.

The Settlement Agreement will be under the supervision of the Court for 30 months from the date the Court approves it. That date is referred to as the "Effective Date." The

Settlement Agreement will be under the supervision of the Court for 30 months after the Effective Date.

All parties agree that the Settlement—under all the facts and circumstances—constitutes fair, adequate, and reasonable consideration for the settlement of all claims that were raised or could have been raised by the Class Representatives or any member of the Proposed Settlement Class, whether individually or as a class.

WHAT THE CITY AND NYPD HAS AGREED TO DO UNDER THE SETTLEMENT

As part of the Settlement, the City Defendants have agreed to the following:

- a. To continue its current FMLA notice policy, which is the same as the NYPD's notice requirements for taking sick leave, absent unusual circumstances specific to the employee.
- b. To continue its current policy and practice of deducting only the number of hours requested and used for intermittent or non-intermittent FMLA leave.
- c. To continue to require recertification for intermittent FMLA leave in compliance with 29 C.F.R. § 825.308.
- d. To continue to allow PCTs and SPCTs to use intermittent FMLA leave during mandatory overtime tours.
- e. To allow PCTs and SPCTs, when the approximate timing of the need for FMLA leave is not foreseeable, to provide notice as soon as practicable under the facts and circumstances of each particular case.
- f. Pursuant to the November 28, 2018 Stipulation of Settlement entered into by the City of New York, the Police Department of the City of New York, and District Council 37, Local 1549, resolving grievances docketed with the Office of Collective Bargaining as A-138211 and A-14534-13, and as set forth in the Arbitrator's Award in A-11823-06, the NYPD (a) cannot deny its employees the right to request sick leave, and (b) retains the right to deny sick leave once requested.
- g. Notwithstanding any other provision of this Stipulation, any claimed CBA violation may be enforced only through the CBA's grievance procedures.
- h. To continue to comply with the FMLA, including its anti-retaliation provisions and agree to continue not using the taking of FMLA leave

as a negative factor in employment actions, including hiring, promotions, or disciplinary actions.

WHAT DEFENDANT LOCAL 1549 HAS AGREED TO DO UNDER THE SETTLEMENT

As part of the Settlement, Defendant Local 1549 has agreed to the following:

- a. To participate, together with Plaintiffs within 90 days following the Effective Date, in the formation and operation of a Labor Management Advisory Committee (“LMAC”) that shall meet to discuss issues regarding the employment conditions of PCTs and SPCTs. The LMAC shall be comprised of four members, as follows: (i) two active employee Local 1549 members, consisting of PCTs and/or SPCTs, appointed by Plaintiffs; (ii) one member appointed by Local 1549; and (iii) one member appointed by District Council 37, AFSCME, AFL-CIO. The LMAC should meet approximately every six (6) months for a total of five (5) meetings during this agreement’s thirty (30) month duration. The LMAC shall meet once during the six-month period following its formation. The LMAC shall appoint a secretary to keep written minutes of its meetings and share those minutes with PCTs and/or SPCTs.
- b. To make best efforts, for the duration of this Agreement, to have a Local 1549 representative present at every PCT/SPCT chapter meeting, and available incident to such meetings to hear from members on issues regarding their employment conditions.
- c. To post on the website of Local 1549, for the duration of this Agreement, (i) notice to members of any group grievance filed by Local 1549 regarding sick leave cancellation by NYPD affecting PCTs and/or SPCTs; and, as soon as practicable thereafter, (ii) a copy of each such filed grievance.
- d. To post on the website of Local 1549 for the duration of this Agreement, basic information in FAQ format regarding the NY Civil Services Law Section 72 process. Local 1549 reserves the right to update, supplement, or otherwise amend such posted information.

WHO IS ELIGIBLE FOR A SETTLEMENT PAYMENT AND HOW MUCH CAN I EXPECT TO RECEIVE?

The class includes all PCTs and SPCTs who are currently employed by the NYPD or were employed by the NYPD between November 6, 2010 and October 23, 2018.

The proposed Stipulation of Settlement provides for the payment of \$205.00 to each member of the Rule 23 class who signs a General Release and Affidavit Concerning Liens, and submits an IRS Form W-9.

Additionally, each of the eight Named Plaintiffs or Class Representatives shall receive a service award of \$5,000.00 to compensate them for the time and effort they devoted to representing the Class in this case. That includes Cynthia Hill, Gail Williams, Denise Inman, Vicki Gordon, Rolando Lopez, Taura Pate, Ellen Ennis and Andrea Holly.

HOW CAN I FIND OUT IF I AM ELIGIBLE UNDER THE SETTLEMENT?

You should have received this Notice if the City and NYPD records reflect that you are a PCT or SPCT currently employed by the NYPD or were employed by NYPD between November 6, 2010 and October 23, 2018.

A list of all individuals eligible for a Settlement Payment is also posted on the Class Member website maintained by the Class Counsel at <http://www.nyc911operatorsclass.com>.

WILL A SETTLEMENT PAYMENT AFFECT PENSION BENEFITS?

None of the settlement payments, including the service awards, will have any impact on pension benefits.

WHAT MUST I DO TO RECEIVE A SETTLEMENT PAYMENT?

If the Court approves the proposed Settlement, and the Settlement is not overturned on appeal, Class members who meet the eligibility requirements for payment under the terms of the proposed Settlement described above and who do not opt out of the lawsuit will receive a check from the City's Comptroller's Office for \$200.00 and from Local 1549 for \$5.00. Class members are not required to file any additional documents prior to the Fairness Hearing to be eligible for a settlement payment.

If the Court approves the Settlement, the City will mail a release form, an affidavit concerning liens, and an IRS Form W-9, and Local 1549 will mail a release form and an IRS form W-9 to the last known address of each Class Action member.

IN ORDER TO RECEIVE SETTLEMENT PAYMENT, YOU MUST FIRST EXECUTE AND RETURN TO DEFENDANTS' COUNSEL A GENERAL RELEASE, AN AFFIDAVIT CONCERNING LIENS, AND AN IRS FORM W-9 IN THE FORM ANNEXED HERETO AS EXHIBITS A, B, and C, AND SUBMIT TO COUNSEL WITHIN 90 CALENDAR DAYS OF RECEIPT AT:

ZACHARY W. CARTER
Corporation Counsel of the
City of New York
Attorney for City Defendants

100 Church Street
New York, New York 10007

Attention: Donna A. Canfield, Assistant Corporation Counsel

COHEN WEISS AND SIMON, LLP
Attorneys for Local 1549 Defendant
900 Third Avenue, Suite 2100
New York, New York 10022

Attention: Hanan B. Kolko

WHEN WILL SETTLEMENT PAYMENTS BE DISTRIBUTED?

Settlement payments will be made by the City within 90 calendar days following the receipt by the City's Comptroller's Office of an executed General Release, Affidavit of Liens, and IRS Form W-9. Settlement payments will be made by Local 1549 within 90 calendar days following the receipt by counsel for Local 1549 of an executed General Release and IRS form W-9.

The settlement will be effective only after all of the following events have occurred: (1) this Stipulation of Settlement has been executed by the Named Plaintiffs, Class Counsel, City Defendant's Counsel, and Defendant Local 1549's Counsel; (2) the Notice of Proposed Settlement and Objection Form have been sent to all Class members, providing them with an opportunity to opt out and/or object to the Settlement; (3) the Court has held a final hearing (the "Fairness Hearing") and entered a final order dismissing the action with prejudice, and approving this Stipulation of Settlement; and (4) the later of the following events: thirty (30) calendar days have passed since entry of an order by the District Court granting final approval to the Settlement, if there are no appeals; or, if there is an appeal of the Court's decision granting final approval, the day after all appeals are finally resolved in favor of final approval.

WHAT IF A PCT or SPCT WHO IS A MEMBER OF THE CLASS ACTION IS NO LONGER LIVING?

The authorized legal representative of a deceased PCT or SPCT who satisfies the eligibility requirements for payment under the terms of the proposed Settlement may obtain a recovery on behalf of the estate or heirs of the PCT or SPCT.

MAY I OPT OUT OF THIS LAWSUIT AND IF I DO, WHAT ARE THE POSSIBLE CONSEQUENCES OF THAT DECISION?

Yes, a Class Action Member who does not want to be a part of this settlement may opt out of the lawsuit.

If you are eligible for a Settlement Payment and opt out:

- You will not receive any money under this settlement;
- You will not be bound by the settlement of this lawsuit; and
- You may bring your own lawsuit or proceeding against the City and/or Local 1549, through which you may recover less, or more, than the amount provided to you in this settlement, assuming the relevant statutes of limitations for your claim have not expired.

HOW DO I OPT OUT OF THE LAWSUIT?

You may complete the Opt-Out Form annexed as Exhibit D, or on a separate piece of paper, you must write or type: (1) your full name; (2) address; (3) telephone number; (4) email address; and (5) the following statement or words to this effect.

I am a member of the class action in the matter captioned *Hill, et al., v. City of New York, et al.*, 13-cv-6147, that is pending in the United States District Court for the Eastern District of New York. I understand that in choosing to opt out of this action, I will not be entitled to any settlement payments for which I am eligible under the terms of the proposed settlement. I still choose to opt out and be excluded from the action.

This statement must be postmarked **no later than August 31, 2019** and mailed to Counsel for the Class Action at the following address:

Maduegbuna Cooper LLP
30 Wall Street, 8th Floor
New York, New York 10005

HOW DO I OBJECT TO THE PROPOSED SETTLEMENT?

Class Action members who wish to object to the proposed settlement must do so in writing. Your objection will not result in your opting out of the Class Action and will not result in your loss of eligibility for a settlement payment. Making an objection is voluntary. But if you do not object timely, you will not, absent good cause, be able to challenge the terms of the Stipulation of Settlement.

If you decide to object, follow the instructions below:

- All objections must be made in writing. Your objection should be made on the attached objection form, which must be filled out completely and is annexed as Exhibit E. You must include a description of the basis of your objection. If you have retained an attorney to assist you in this matter, you must include the name, address, phone number and email address of your attorney. You may attach additional pages to the objection form if necessary.

- You must file your written objection stating the basis for your disagreement with the Settlement with the **Clerk of the Court, United States District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, New York 11201**. Please do not send any comments directly to, or attempt to reach, Judge Chen in person. **Your objection must be postmarked no later than August 31, 2019.**
- Copies of all such papers must be mailed and postmarked by the same date to the Class Counsel at:

Maduegbuna Cooper LLP
30 Wall Street, 8th Floor
New York, New York 10005
- If your objection is not postmarked by this date, it may not be considered and you may be prohibited from objecting later.

Any attorney retained by an individual (at his/her own expense) to submit objections and/or appear at the Fairness Hearing on the individual's behalf, must, **not later than August 31, 2019**, file a Notice of Appearance with the Court, and submit in writing any objections or a request to speak at the Fairness Hearing.

WHEN AND WHERE IS THE FAIRNESS HEARING ON THIS SETTLEMENT?

The Court will hold a Fairness Hearing on **October 1, 2019** at **11:00 a.m.**, in **Courtroom 4F North, United States District Courthouse, 225 Cadman Plaza East, Brooklyn, New York.**

You and/or your attorney may attend this hearing if you wish, but you need not attend to have the Court consider any timely written objection you submit. If you have any questions concerning submitting an objection, you may consult with an attorney of your own choosing and at your own expense.

HOW DO I REPORT AN ADDRESS OR NAME CHANGE?

To avoid delays in payment, active employees should report address or name changes as soon as possible through the City's Employee Self Service (ESS) system or to the NYPD's Personnel Department.

All former PCTs and SPCTs, including retirees, should report address or name changes in writing to Class Counsel at:

Maduegbuna Cooper LLP
30 Wall Street, 8th Floor
New York, New York 10005
(212) 232-0155

Or, by completing the contact form available at <http://www.nyc911operatorsclass.com/contact-us/>.

HOW WILL ATTORNEYS' FEES AND EXPENSES BE PAID?

In connection with the Settlement, Defendants have agreed to pay Class Counsel the total sum of \$507,000.00 as attorneys' fees and costs subject to Court approval.

If you are a Settlement Class Member and receive payment from the Settlement Fund, you will not owe any fees or expenses to the lawyers who have represented you as a part of the Settlement Class. Whatever the Court awards to Class Counsel in fees and expenses will be paid only if and after the Settlement has been finally approved by the Court.

For more than five years, Class Counsel has litigated this case which involved extensive discovery, including over 30,000 documents, approximately 23 depositions and voluminous motion practice. Class Counsel has litigated this case on behalf of the Settlement Class without receiving any compensation for their services and has undertaken significant risks in pursuing this matter. Accordingly, Class Counsel will request that the Court award them approximately \$507,000.00 in fees and costs, disbursements and expenses that they have incurred for the work performed and results achieved to date. In addition to compensation and reimbursement for the work already performed thus far, all fees and expenses will include all future work Class Counsel will do associated with the finalization of the Settlement Agreement and overseeing the administration process.

If you retain a lawyer other than Class Counsel to represent your interests you will be responsible for the payment of that attorney's fees and expenses.

HOW TO OBTAIN ADDITIONAL INFORMATION:

Should you have any question concerning this notice, this action, the propose settlement or the Final Fairness hearing, you should direct such questions to Class Counsel:

Maduegbuna Cooper LLP
30 Wall Street, 8th Floor
New York, New York 10005
(212) 232-0155

and by email to: info@mcande.com

A complete version of the settlement agreement and other information relating to this Settlement can be found on the class member website at <http://www.nyc911operatorsclass.com>.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK OF COURT WITH QUESTIONS ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

Dated: New York, New York
June 28, 2019

EXHIBIT A

GENERAL RELEASE

KNOW THAT I, _____, a Class Member in the class action entitled Cynthia Hill, et al. v. The City of New York et al., filed in the United States District Court for the Eastern District of New York, docket number 13-Civ-6147 (PKC)(JO), in consideration of the equitable and monetary relief provided to Plaintiffs by the City of New York, do hereby release and discharge the City of New York, the New York City Police Department (“NYPD”), Michael R. Bloomberg, Raymond Kelly, Richard Napolitano, Charles P. Dowd, Michael V. Polito, Ljubomir Belusic, Donald Church, David Lichtenstein, and all present or former officials, employees, representatives or agents of the City of New York, the NYPD, and their successors or assigns, and any and all past and present officials, employees, representatives and agents of the City of New York and/or NYPD (collectively the “Released Parties”) from any and all claims, liabilities and/or causes of action of any kind whatsoever, whether known, or unknown, joint or several, which were or could have been asserted by me in the above-referenced action arising out of the events alleged in the complaint in this action against any of the Released Parties based upon anything that has happened up to now and including the date of the execution of this General Release, including, but not limited to , all claims for attorneys’ fees and costs.

I understand that this General Release does not act to release or waive any rights or claims that may arise under the Age Discrimination in Employment Act after this Waiver and General Release is signed by me. I acknowledge and agree that (i) I have carefully read this General Release and that I enter into this General Release voluntarily and with full understanding and knowledge of its consequences; (ii) I have been advised to consult with an attorney prior to signing this General Release; (iii) I have been provided at least a twenty-one (21) day period to review and consider whether to sign this General Release; (iv) I have been advised that I have seven (7) days following execution to revoke it (the “Revocation Period”), that this General Release will not be effective and enforceable until the Revocation Period has expired, that such revocation shall only be effective if an

originally executed written notice of revocation is delivered to defendants' counsel on or before 5:00 p.m. on the seventh day after execution of this General Release, and that, if so revoked, this General Release shall be deemed to be void ab initio and have no force or effect; and (v) I have signed this General Release voluntarily, without duress, coercion or undue influence and with full understanding and knowledge of its consequences.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

[SIGNATURE]

[PRINT NAME]

STATE OF NEW YORK,)
COUNTY OF _____,) SS.:

On _____, 2019, before me personally came _____ to me known, and known to me to be the individual described in, and who executed the foregoing RELEASE, and duly acknowledged to me that he/she executed the same.

Sworn to before me this

____ day of _____ 2019.

NOTARY PUBLIC

GENERAL RELEASE

KNOW THAT I, _____, a Class Member in the class action entitled Cynthia Hill, et al. v. The City of New York, et al., filed in the United States District Court for the Eastern District of New York, docket number 13-Civ-6147 (PKC)(JO), in consideration of the equitable and monetary relief provided to Plaintiffs by Local 1549, District Council 37, AFSCME, AFL-CIO, do hereby release and forever discharge Local 1549, District Council 37, AFSCME, AFL-CIO, and all present and former officials, employees, representatives, and agents of Local 1549, District Council 37, AFSCME, AFL-CIO, and their successors or assigns (collectively, the “Released Parties”) from any and all claims, liabilities and/or causes of action of any kind whatsoever, whether known, or unknown, joint or several, which were or could have been asserted by me in the above-referenced action arising out of the events alleged in the complaint in this action against any of the Released Parties based upon anything that has happened up to now and including the date of the execution of this General Release, including, but not limited to claims for attorneys’ fees and costs.

I acknowledge and agree that I have carefully read this General Release and that I have signed it voluntarily, without duress, coercion, or undue influence, and with full understanding and knowledge of its contents and consequences.

THE UNDERSIGNED HAS READ THE FOREGOING GENERAL RELEASE AND FULLY UNDERSTANDS IT.

[SIGNATURE]

[PRINT NAME]

STATE OF NEW YORK,)
COUNTY OF _____) SS.:

On _____, 2018, before me personally came _____, to me known, and known to me to be the individual described in, and who executed, the foregoing GENERAL RELEASE, and duly acknowledged to me that he/she executed the same.

Sworn to before me this

____ day of _____, 2018.

NOTARY PUBLIC

EXHIBIT B

UNITED STATES DISTRICT COURT
 EASTERN DISTRICT OF NEW YORK

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CYNTHIA HILL, GAIL WILLIAMS, DENISE INMAN,
 VICKIE GORDON, ROLANDO LOPEZ, TAURA PATE,
 ELLEN ENNIS, and ANDREA HOLLY individually and
 on behalf of a class of all others similarly situated,

Plaintiffs,

**AFFIDAVIT CONCERNING
 LIENS**

-against-

13-CV-6147 (PKC) (JO)

THE CITY OF NEW YORK, MICHAEL R.
 BLOOMBERG, as Mayor of the City of New York,
 RAYMOND KELLY, as Police Commissioner, RICHARD
 F. NAPOLITANO, CHARLES P. DOWD, MICHAEL V.
 POLITO, LJUBOMIR BELUSIC, DONALD CHURCH,
 DAVID LICHTENSTEIN, LOCAL 1549, DISTRICT
 COUNCIL 37, AFSCME, AFL-CIO; and JOHN and JANE
 DOES 1-20 (said names being fictitious, the person
 intended being those who aided and abetted the unlawful
 conduct of the named Defendants),

Defendants.

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STATE OF _____ :

: ss:

COUNTY OF _____ :

_____, being duly sworn, deposes and says:

1. I am over 18 years, am a Class Member herein, and make this affidavit in connection with settlement of this action.
2. The City of New York and the New York City Police Department (“NYPD”) have no outstanding judgments or liens against me or my property for obligations owed, including obligations owed for Parking Violations or for treatment received at a New York City Health and Hospitals Corporation facility.

3. My date of birth is _____ and my social security number is

_____.

[SIGNATURE]

[PRINT NAME]

Sworn to before me this
_____ day of _____, 2018

Notary Public

EXHIBIT C



TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.

Part I: Vendor Information

1. Legal Business Name: (As it appears on IRS EIN records, IRS Letter CP575, IRS Letter 147C -or- Social Security Administration Records, Social Security Card)

2. If you use DBA, please list below:

3. Entity Type (Check one only):
- | | | | | | |
|---|---|---|--|--|---------------------------------|
| <input type="checkbox"/> Non-Profit Corporation | <input type="checkbox"/> Corporation/ LLC | <input type="checkbox"/> Government | <input type="checkbox"/> City of New York Employee | <input type="checkbox"/> Individual/ Sole Proprietor | <input type="checkbox"/> Trust |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Partnership/ LLC | <input type="checkbox"/> Single Member LLC (Individual) | <input type="checkbox"/> Resident/Non-Resident Alien | <input type="checkbox"/> Non-United States Business Entity | <input type="checkbox"/> Estate |

Part II: Taxpayer Identification Number & Taxpayer Identification Type

1. Enter your TIN here: (DO NOT USE DASHES)

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2. Taxpayer Identification Type (check appropriate box):

- Employer ID Number (EIN)
 Social Security Number (SSN)
 Individual Taxpayer ID Number (ITIN)
 N/A (Non-United States Business Entity)

Part III: Vendor Addresses

1. 1099 Address:	Number, Street, and Apartment or Suite Number	City, State, and Nine Digit Zip Code or Country
2. Account Administrator Address:	Number, Street, and Apartment or Suite Number	City, State, and Nine Digit Zip Code or Country
3. Billing, Ordering & Payment Address:	Number, Street, and Apartment or Suite Number	City, State, and Nine Digit Zip Code or Country

Part IV: Exemption from Backup Withholding and FATCA Reporting (See Instructions)

Exemption Code for Backup Withholding _____

Exemption Code for FATCA Reporting _____

Part V: Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct Taxpayer Identification Number, and
- I am not subject to Backup Withholding because: (a) I am exempt from Backup Withholding, or (b) I have not been notified by the IRS that I am subject to Backup Withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to Backup Withholding, and
- I am a US citizen or other US person, and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Sign

Here:

_____	_____	_____
Signature	Phone Number	Date
_____	_____	_____
Print Preparer's Name	Phone Number	Contact's E-Mail Address:

FOR SUBMITTING AGENCY USE ONLY

Submitting Agency Code: _____	Contact Person: _____
Contact's E-Mail Address: _____	Telephone Number: () _____
Payee/Vendor Code: _____	_____

EXHIBIT D

Opt-Out Form

I hereby assert my right to be excluded from the Settlement Class in *Hill, et al. v. City of New York, et al.*, 1:13-cv-06147(PKC)(JO).

Print Name: _____
Address Line 1: _____
Address Line 2: _____
Telephone: _____

Signature: _____

Date: _____

For your request(s) above to be effective, you **must** provide your name and address **and** sign and date the form. Your completed form **MUST** be postmarked **no later than August 31, 2019**, and **MUST** be mailed to the following address:

Mail this notice to:

Maduegbuna Cooper LLP
30 Wall Street, 8th Floor
New York, NY 10005

EXHIBIT E

Objection Form

Check the appropriate line or lines below:

____ I assert my right to object to the Settlements in *Hill, et al. v. City of New York, et al.*, 1:13-cv-06147(PKC)(JO).

____ I assert my right to request to appear at the Fairness Hearing in *Hill, et al. v. City of New York, et al.*, 1:13-cv-06147(PKC)(JO).

Print Name: _____

Address Line 1: _____

Address Line 2: _____

Telephone: _____

Statement of Objection:

Signature: _____

Date: _____

Mail this Form to:

Maduegbuna Cooper LLP
30 Wall Street, 8th Floor
New York, NY 10005