

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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LINDITA COLAJ, on behalf of herself
and all persons similarly situated,
Petitioner-Plaintiff,
and

GOMAA OSMAN, on behalf of himself and
all persons similarly situated,
Plaintiff-Intervenor,

-against-

MICHAEL P. HEIN, as Commissioner of the
New York State Office of Temporary and Disability
Assistance¹,

and

STEVEN BANKS, as Commissioner of the
New York City Human Resources Administration,

Respondents-Defendants.

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**STIPULATION AND ORDER
OF SETTLEMENT**

Index No.: 452243/2017

Hon. Paul A. Goetz

WHEREAS, on August 7, 2017, Petitioner-Plaintiff Lindita Colaj filed her Verified Petition ("Petition") pursuant to § 3001 and Articles 9 and 78 of the Civil Practice Law and Rules ("CPLR"), on behalf of a class of similarly situated persons, alleging that the policy and/or practice by Respondents-Defendants New York State ("NYS") Office of Temporary and Disability Assistance ("OTDA") and New York City Human Resources Administration ("HRA") (together, "Defendants") of denying applications for Safety Net Assistance ("SNA") on the basis of the applicants' immigration status is arbitrary and capricious, and violates the class's rights under the United States Constitution's Equal Protection Clause, as made actionable under 42 U.S.C. § 1983; the New York Constitution's Equal Protection Clause and provision guaranteeing

¹ Defendant Michael P. Hein, the current Commissioner of the New York State Office of Temporary and Disability Assistance, is substituted for Defendant Samuel D. Roberts pursuant to CPLR 1019.

“aid, care, and support of the needy”; and New York law; and

WHEREAS, in approximately mid-August 2017, pursuant to OTDA’s direction, HRA provided Ms. Colaj with all retroactive benefits sought on her own behalf in this lawsuit; and

WHEREAS, on November 21, 2017, OTDA issued GIS 17 TA/DC047, a General Information System Message entitled “Asylum Applicants with Employment Authorization Recognized as Permanently Residing Under the Color of Law (PRUCOL) for Safety Net Assistance (SNA)” (“November 2017 GIS”), under which asylum applicants with employment authorization who apply for SNA may be eligible for SNA, provided that they meet all other eligibility criteria; and

WHEREAS, on January 8, 2018, HRA answered the Petition and OTDA moved to dismiss; and

WHEREAS, on March 16, 2018, Proposed Plaintiff-Intervenor Gomaa Osman sought leave to intervene in the proceeding and named Broome County Department of Social Services (“Broome County DSS”) as an additional defendant, and Ms. Colaj and Mr. Osman (collectively, “Plaintiffs”) moved for certification of a plaintiff class; and

WHEREAS, on October 24, 2018, Hon. Paul A. Goetz denied Defendant OTDA’s motion to dismiss without prejudice, and granted Plaintiffs’ motions to amend and intervene;

WHEREAS, on October 26, 2018, Plaintiffs filed the Intervenor Complaint and Amended Complaint and Petition (“Amended Petition”); and

WHEREAS, on December 3, 2018, OTDA, HRA, and Broome County DSS moved to dismiss the Amended Petition; and

WHEREAS, on August 6, 2019, the Court so ordered a Stipulation and Order of Discontinuance submitted by Broome County DSS and Mr. Osman, discontinuing Mr. Osman’s

claims against Broome County DSS with prejudice; and

WHEREAS, Defendants' motions to dismiss and Plaintiffs' motion for class certification are pending; and

WHEREAS, Defendants deny all wrongdoing alleged in the above-captioned proceeding (the "Litigation") and any liability whatsoever to Plaintiffs, and further assert that they have meritorious defenses to this Litigation; and

WHEREAS, no finding of liability has been made; and

WHEREAS, Plaintiffs and Defendants (together, the "Parties") enter into this Stipulation and Order of Settlement ("Stipulation") solely for the purpose of settling the disputes between the Parties and to avoid the uncertainty of further litigation; and

WHEREAS, Social Services Districts ("Districts") and OTDA identified individuals who: applied for Public Assistance (PA) between August 7, 2014 and November 21, 2017, inclusive; were denied SNA because of their failure to provide proof of citizenship or eligible alien status (as indicated by an "F92" reason code in the Welfare Management System (WMS)); and were, according to the records of the relevant District, Asylum Applicants with Employment Authorization; and

WHEREAS, because OTDA has determined that some individuals who may meet this criteria were not previously identified, Districts and OTDA will identify individuals who: were not previously identified; applied for PA and were denied SNA between August 7, 2014 and January 5, 2018, inclusive; were denied SNA because of their failure to provide proof of citizenship or eligible alien status (as indicated by an "F92" reason code in the Welfare Management System (WMS)); who are PA Recipients on the Second Open PA Case Determination Date; and were, according to the records of the relevant District, Asylum

Applicants with Employment Authorization; and

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Parties, that the Litigation is settled on the following terms and conditions, subject to the Court's approval:

I. Definitions.

- a. "Application Booklet" means the LDSS-4148B, "What You Should Know About Social Services Programs," an OTDA booklet that is distributed by Districts to PA applicants and recipients.
- b. "Asylum Applicant" means a non-citizen physically present within the United States who has requested asylum in the United States, as provided for by 8 U.S.C. § 1158, and who has not yet received a determination on that request.
- c. "Benefits" means cash assistance received through either the Family Assistance ("FA") Program or the SNA Program (collectively, "PA") by PA recipients residing in NYS.
- d. "Class" has the definition set out in Section II.
- e. "Class Counsel" means the New York Legal Assistance Group.
- f. "Class Member" means a person who is a member of the Class.
- g. "Common Benefit Identification Card" (also "CBIC") means a card issued by a vendor of NYS to a recipient of PA Benefits, which provides that individual or his/her payee with electronic access to such Benefits.
- h. "Confidential Information" means the name or other personally identifying information of an applicant for or recipient of Benefits including but not limited to: address, social security number, and date of birth, and other information protected by

Social Services Law § 136 and other federal and state laws.

- i. “Continuing Jurisdiction Period” means the period between the Effective Date and ninety (90) days after OTDA has complied with Section VIII.d. of this Stipulation.
- j. “Effective Date” refers to the date on which this Stipulation shall become final and unappealable. The Stipulation shall be “final and unappealable”: (i) if no notice of appeal is timely filed, on the thirty-first (31st) day after the order or judgment endorsing or approving the Stipulation has been served on or by counsel for all Parties with written notice of entry; or (ii) if a notice of appeal is timely filed, on the first day on which the order or judgment endorsing or approving the Stipulation is not subject to further judicial review of appeal, either by reason of affirmance by a Court of last resort or by reason of lapse of time, provided that the Stipulation or order or judgment endorsing or approving the Stipulation is not reversed or modified upon such judicial review or appeal.
- k. “Employment Authorization” means a Form I-766 employment authorization card issued by the United States Citizenship and Immigration Services (“USCIS”).
- l. “Family Assistance Program” (also “FA”) means one of NYS’ Public Assistance programs pursuant to Social Services Law §§ 343-360.
- m. “First Open PA Case Determination Date” means the date (which in no case shall be more than fourteen (14) days prior to the First Open PA Case Payment Date and no earlier than ninety (90) days after the Notice Date) on which OTDA will conduct a review of its computer records to determine which Class Members who are part of Standardized Restored Benefits Group One have an Open PA Case.
- n. “First Open PA Case Payment Date” means the date to be set by OTDA, no later than

two hundred and forty (240) days after the Effective Date, at which time OTDA will issue Standardized Restored Benefits to members of Standardized Restored Benefits Group One who have an Open PA Case on the First Open PA Case Determination Date and the First Open PA Case Payment Date.

- o. "Notice Date" is the date no later than one hundred and twenty (120) days after the Effective Date, by which OTDA will mail notice to members of Standardized Restored Benefits Group One, as set out in Section V.a and the Potential Class Member Group, as set out in Section VI.a.
- p. "Open PA Case" means a case in which a Class Member is presently eligible for PA and is currently a PA Recipient.
- q. "Potential Class Member Group" means those individuals who: are not included in Standardized Restored Benefits Group One, applied to join an existing PA case, failed to provide proof of citizenship or eligible alien status (as indicated by an "F92" reason code in WMS), and were denied SNA between August 7, 2014 and January 5, 2018, inclusive.
- r. "Public Assistance" (also "PA") means the Family Assistance and Safety Net Assistance Programs.
- s. "Public Assistance Recipient" (also "PA Recipient") means an individual who has been determined eligible and is receiving recurring cash assistance Benefits through the Family Assistance Program or Safety Net Assistance Program while residing in NYS.
- t. "Restored Benefits Group" comprises all Class Members who applied for PA between November 22, 2017 and the date that the Stipulation is so-ordered by the

Court and entered in the Office of the New York County Clerk or the Review/Restoration End Date, whichever occurs first, inclusive, who were denied SNA for failure to provide proof of citizenship or eligible alien status (as indicated by an “F92” reason code in WMS), have not been remedied through agency action, litigation, or administrative relief, and are brought to the attention of OTDA by Class Counsel.

- u. “Review/Restoration End Date” is the date of ninety (90) days after this Stipulation is filed with the Court.
- v. “Safety Net Assistance Program” (also “SNA”) means one of NYS’ PA Programs pursuant to Social Services Law §§ 157-165.
- w. “Social Services District” (also “District”) means an office of a city or county social services district as constituted by Social Services Law § 61.
- x. “Second Open PA Case Determination Date” means the date (which in no case shall be more than ninety (90) days prior to the Second Open PA Case Payment Date and no earlier than ninety (90) days after the Notice Date) on which OTDA will conduct a review of its computer records to determine which Class Members who are part of the Potential Class Member Group have an Open PA Case.
- y. “Second Open PA Case Payment Date” means the date to be set by OTDA, no later than three hundred (300) days after the Effective Date, at which time OTDA will issue Standardized Restored Benefits to members of Standardized Restored Benefits Group Two who have an Open PA Case on the Second Open PA Case Determination Date and the Second Open PA Case Payment Date.
- z. “Standardized Restored Benefits” are a single payment of PA Benefits in the amount

of forty-five (45) dollars per month that is calculated and issued to members of Standardized Restored Benefits Group One or Standardized Restored Benefits Group Two pursuant to Section V or VI, as appropriate, including the time limitations set forth therein.

- aa. “Standardized Restored Benefits Group One” comprises all Class Members who were identified by the Districts and OTDA as those individuals who: applied for PA between August 7, 2014 and November 21, 2017, inclusive, and were denied SNA because of their failure to provide proof of citizenship or eligible alien status (as indicated by an “F92” reason code in WMS); and were, according to the records of the relevant District, Asylum Applicants with Employment Authorization.
- bb. “Standardized Restored Benefits Group Two” is a subgroup of the Potential Class Member Group and comprises Class Members who will be identified by the Districts and OTDA as those individuals who: are not included in Standardized Restored Benefits Group One; applied to join an existing PA case, and were denied between August 7, 2014 and January 5, 2018, inclusive, because of their failure to provide proof of citizenship or eligible alien status (as indicated by an “F92” reason code in WMS); are PA Recipients on the Second Open PA Case Determination Date; and were, according to the records of the relevant District, Asylum Applicants with Employment Authorization.
- cc. “Welfare Management System” (also “WMS”) means the NYS system pursuant to Social Services Law § 21 that maintains and processes information relating to persons who have applied for or who receive PA.

II. Class Certification.

- a. For purposes of this Stipulation and settlement, a class shall be certified under CPLR 901 consisting of:

All past, current, and future applicants for PA in NYS who filed or submitted, or will file or submit, applications to their Social Services Districts on or after August 7, 2014, and were or are Asylum Applicants with Employment Authorization at the time of the PA application, and were or will be denied SNA solely because they held or hold that non-citizen status.

III. Fairness Notice to the Class.

- a. Within fourteen (14) days of the date that Plaintiffs and Defendants all execute this Stipulation, Plaintiffs shall submit to the Court a motion for preliminary approval of this class action settlement; certification of the proposed settlement Class; and entry of a Proposed Order directing notice of the proposed settlement to the proposed Class as set forth in Section III.b. A copy of the Proposed Order is attached as Exhibit A, and a copy of the notice ("Fairness Notice") to the proposed Class is attached as Exhibit B.
- b. No later than forty-five (45) days after the Proposed Order is signed by the Court and entered in the Office of the New York County Clerk:
 - i. Plaintiffs will cause the Fairness Notice to be (1) posted on the website of the New York Legal Assistance Group, (2) distributed to legal services organizations in NYS, and (3) posted to an electronic list serve for advocates who represent persons in matters related to PA in NYS.
 - ii. Defendants will cause the Fairness Notice to be posted (1) on their websites; (2) on each hearing floor at OTDA's Office located at 40 North Pearl Street, Albany, New York 12243; (3) at OTDA's Office of Administrative Hearings

(OAH), located at 14 Boerum Place, First Floor, Brooklyn, New York, 11201;

and (4) in any District office location where PA applications are accepted.

iii. The Fairness Notices will be in English and Spanish.

iv. Such Fairness Notices will be posted for a period of sixty (60) days, after which time they may be removed.

IV. Prospective Relief for the Class.

- a. OTDA shall maintain the policy set forth in the November 2017 GIS;
- b. OTDA shall, in sum or in substance, maintain the 19-INF-07 December 2019 revisions to the OTDA LDSS-4579 Non-Citizen Eligibility Desk Aid (formerly titled the Alien Eligibility Desk Aid) related to the November 2017 GIS pertaining to Asylum Applicants with Employment Authorization;
- c. OTDA shall within one hundred and eighty (180) days of the Effective Date, develop a slip-sheet insert page, that incorporates, in sum or in substance, the November 2017 GIS, to be provided whenever the Application Booklet is provided. OTDA will maintain the slip-sheet insert page until such time as the Application Booklet is revised to incorporate, in sum or in substance, the November 2017 GIS.
- d. OTDA's OAH will send a communication to Hearing Officers and Supervising Hearing Officers who adjudicate cases involving PA, that reminds them of the contents of the November 2017 GIS, within thirty (30) days of the Effective Date.
- e. HRA shall comply with the November 2017 GIS.

V. Relief for Standardized Restored Benefits Group One.

- a. For each Class Member in Standardized Restored Benefits Group One who has not yet received PA for a period between August 7, 2014 and November 21, 2017, by reason of agency action, litigation, or administrative relief, OTDA shall, by the

Notice Date, send notice to the Class Member's last known address in WMS informing them, in sum or in substance:

- i. OTDA and/or District records indicate that the Class Member in Standardized Restored Benefits Group One is or was an Asylum Applicant with Employment Authorization who applied for PA between August 7, 2014 and November 21, 2017 and was denied SNA due to a failure to provide proof of citizenship or eligible alien status;
 - ii. OTDA has changed its policy such that Asylum Applicants with Employment Authorization are eligible for SNA, if they meet the other SNA eligibility requirements;
 - iii. Class Members in Standardized Restored Benefits Group One may apply for PA by submitting an application for PA to their local District office;
 - iv. Class Members who are no longer Asylum Applicants with Employment Authorization may still be eligible for PA if they have acquired a different immigration status and should contact Class Counsel with questions;
 - v. Class Members in Standardized Restored Benefits Group One who have Open PA Cases on the First Open PA Case Determination Date may be eligible to receive Standardized Restored Benefits;
 - vi. Class Members in Standardized Restored Benefits Group One may contact Class Counsel with questions; and
 - vii. Class Counsel's contact information.
- b. For each Class Member in Standardized Restored Benefits Group One who has not yet received PA for a period between August 7, 2014 and November 21, 2017, by

reason of agency action, litigation, or administrative relief, and who has an Open PA Case on the First Open PA Case Determination Date and the First Open PA Case Payment Date, OTDA shall, within fourteen (14) days after the First Open PA Case Determination Date, issue Standardized Restored Benefits pursuant to the methodology set forth in Section V.c, by issuing the appropriate amount to the CBIC of the payee of the Class Member's PA Case, unless that is not an available option, in which case Standardized Restored Benefits will be issued via check.

- c. The Standardized Restored Benefits amount for each Class Member within Standardized Restored Benefits Group One will be calculated by multiplying forty-five (45) dollars by the number of full or partial months between the date of the Standardized Restored Benefits Group One member's first application for PA between August 7, 2014 and November 21, 2017, for which they were denied SNA under WMS reason code "F92," and November 21, 2017. Provided, however, that if a Class Member within Standardized Restored Benefits Group One became a PA Recipient or was sanctioned prior to November 21, 2017, such Class Member shall only receive Standardized Restored Benefits from the date of their first application for PA, as described above, up to the date they first became an active PA Recipient in WMS or the first date the Class Member was sanctioned, whichever is earlier.
- d. In order to receive Standardized Restored Benefits, a Standardized Restored Benefits Group One member is not required to establish eligibility for each month during the time period set forth in Section V.c.
- e. Standardized Restored Benefits will not be counted as income or a resource in the month received and will not be counted as a resource in the following month to the

Standardized Restored Benefits Group One member or the Standardized Restored Benefits Group One member's household for PA purposes.

f. Within ten (10) business days following the First Open PA Case Payment Date,

OTDA shall issue a written notice to the household, indicating:

- i. The name or names of each Class Member;
- ii. The amount of Standardized Restored Benefits being issued;
- iii. The time period for which Standardized Restored Benefits are being issued;
- iv. In sum or in substance, a statement that the Standardized Restored Benefits are being issued because the Class Member applied for PA between August 7, 2014 and November 21, 2017, and was denied SNA due to a failure to provide proof of citizenship or eligible alien status;
- v. In sum or in substance, that the Class Member is receiving this notice because of litigation, that the amount of the Standardized Restored Benefits is a standard monthly amount agreed upon by the defendants and Class Counsel and does not represent the amount the Class Member would have received at the time, and that, if the Class Member has questions or concerns about the time period for which Standardized Restored Benefits are being issued, he or she may contact Class Counsel; and
- vi. Contact information for Class Counsel.

VI. Relief for the Potential Class Member Group and Standardized Restored Benefits Group Two.

- a. For each individual in the Potential Class Member Group who has not yet received PA for a period between August 7, 2014 and November 21, 2017, by reason of agency action, litigation, or administrative relief, OTDA shall, by the Notice Date,

send notice to the individual's last known address in WMS informing them, in sum or in substance:

- i. OTDA and/or District records indicate that the individual in the Potential Class Member Group applied for PA, failed to provide proof of citizenship or eligible alien status, and was denied SNA between August 7, 2014 and January 5, 2018;
 - ii. OTDA has changed its policy such that Asylum Applicants with Employment Authorization are eligible for SNA, if they meet the other SNA eligibility requirements;
 - iii. Individuals in the Potential Class Member Group may apply for PA by submitting an application for PA to their local District office;
 - iv. Individuals who are no longer Asylum Applicants with Employment Authorization may still be eligible for PA if they have acquired a different immigration status and should contact Class Counsel with questions;
 - v. Individuals in the Potential Class Member Group who were Asylum Applicants with Employment Authorization who applied for PA and were denied SNA between August 7, 2014 and January 5, 2018 and who have Open PA Cases on the Second Open PA Case Determination Date may be eligible to receive Standardized Restored Benefits;
 - vi. Individuals in the Potential Class Member Group may contact Class Counsel with questions; and
 - vii. Class Counsel's contact information.
- b. For each Class Member in Standardized Restored Benefits Group Two who has not

yet received PA for a period between August 7, 2014 and November 21, 2017, by reason of agency action, litigation, or administrative relief, and who has an Open PA Case on the Second Open PA Case Determination Date and the Second Open PA Case Payment Date, OTDA shall, no later than three hundred (300) days after the Effective Date, issue Standardized Restored Benefits pursuant to the methodology set forth in Section VI.c., by issuing the appropriate amount to the CBIC of the payee of the Class Member's PA Case, unless that is not an available option, in which case Standardized Restored Benefits will be issued via check.

- c. The Standardized Restored Benefits amount for each Class Member within Standardized Restored Benefits Group Two will be calculated by multiplying forty-five (45) dollars by the number of full or partial months between the date two (2) months prior to the date the Standardized Restored Benefits Group Two member was first denied SNA between August 7, 2014 and January 5, 2018, under WMS reason code "F92," and November 21, 2017. Provided, however, that if a Class Member within Standardized Restored Benefits Group Two became a PA Recipient or was sanctioned prior to November 21, 2017, such Class Member shall only receive Standardized Restored Benefits from the date two (2) months prior to the date they were first denied SNA, as described above, up to the date they first became an active PA Recipient in WMS or the first date the Class Member was sanctioned, whichever is earlier.
- d. In order to receive Standardized Restored Benefits, a Standardized Restored Benefits Group Two member is not required to establish eligibility for each month during the time period set forth in Section VI.c.

- e. Standardized Restored Benefits will not be counted as income or a resource in the month received and will not be counted as a resource in the following month to the Standardized Restored Benefits Group Two member or the Standardized Restored Benefits Group Two member's household for PA purposes.
- f. Within ten (10) business days following the Second Open PA Case Payment Date, OTDA shall issue a written notice to the household, indicating:
 - i. The name or names of each Class Member;
 - ii. The amount of Standardized Restored Benefits being issued;
 - iii. The time period for which Standardized Restored Benefits are being issued;
 - iv. In sum or in substance, a statement that the Standardized Restored Benefits are being issued because the Class Member applied for PA and was denied SNA between August 7, 2014 and January 5, 2018, due to a failure to provide proof of citizenship or eligible alien status;
 - v. In sum or in substance, that the Class Member is receiving this notice because of litigation, that the amount of the Standardized Restored Benefits is a standard monthly amount agreed upon by the defendants and Class Counsel and does not represent the amount the Class Member would have received at the time, and that, if the Class Member has questions or concerns about the time period for which Standardized Restored Benefits are being issued, he or she may contact Class Counsel; and
 - vi. Contact information for Class Counsel.

VII. Relief for Restored Benefits Group.

- a. The Restored Benefits Group comprises all Class Members who applied for PA

between November 22, 2017 and the date that the Stipulation is so-ordered by the Court and entered in the Office of the New York County Clerk or the Review/Restoration End Date, whichever occurs first, inclusive, and were denied SNA because of their failure to provide proof of citizenship or eligible alien status (as indicated by an “F92” reason code in WMS) and who are brought to the attention of OTDA by Class Counsel. However, in no event shall a Class Member who has otherwise been remedied through agency action, litigation, or administrative relief, including, but not limited to, payment of Standardized Restored Benefits pursuant to this Stipulation, be considered a Restored Benefits Group member or be eligible for relief pursuant to Paragraph VII.b.i. or VII.b.ii.

b. For any individual whom Class Counsel believes may be a member of the Restored Benefits Group and who is brought to OTDA’s attention by Class Counsel during the Continuing Jurisdiction Period:

- i. OTDA shall consult with the relevant District and the District will review the Restored Benefits Group member’s case record and determine if the Restored Benefits Group member may have been denied in contravention of the November 2017 GIS.
- ii. If the District determines that the Restored Benefits Group member was denied in contravention of the November 2017 GIS and is otherwise eligible to receive PA Benefits, the District shall (1) take action to correct the case, as is done in the normal course of business, which may include, but is not limited to, opening the PA case, and issuance of benefits in accordance with District procedures; and (2) issue all appropriate notices.

VIII. Monitoring.

- a. No later than thirty (30) days after the Effective Date, OTDA shall provide Class Counsel with a spreadsheet listing the name and case number of each Class Member in Standardized Restored Benefits Group One.
- b. No later than three hundred sixty (360) days after the Effective Date, OTDA shall provide Class Counsel with a spreadsheet listing the name and case number of each Class Member in Standardized Restored Benefits Group Two.
- c. No later than sixty (60) days after the First Open PA Case Payment Date, OTDA shall provide a written report to Class Counsel detailing, for each Class Member in Standardized Restored Benefits Group One who received Standardized Restored Benefits pursuant to Section V:
 - i. The name of the Class Member;
 - ii. The month of the Class Member's first application for PA between August 7, 2014 and November 21, 2017, for which they were denied SNA under WMS reason code "F92"; and
 - iii. The amount of Standardized Restored Benefits received by the Class Member.
- d. No later than sixty (60) days after the Second Open PA Case Payment Date, OTDA shall provide a written report to Class Counsel detailing, for each Class Member in Standardized Restored Benefits Group Two who received Standardized Restored Benefits pursuant to Section VI:
 - i. The name of the Class Member;
 - ii. The month of the Class Member's first denial of SNA between August 7, 2014 and January 5, 2018, under WMS reason code "F92"; and

- iii. The amount of Standardized Restored Benefits received by the Class Member.
- e. No later than thirty (30) days after OTDA has taken each of the actions required by Sections IV.c. and IV.d. of this Stipulation, OTDA shall issue a written statement to Class Counsel setting forth the date on which the required action was taken. A copy of the communications required by Sections IV.c. and IV.d. shall be attached.
- f. All monitoring required by this Section shall be sent to Danielle Tarantolo (New York Legal Assistance Group, 7 Hanover Square, New York, New York, 10004) by email at dtarantolo@nylag.org.

IX. Release and Dismissal of Claims.

- a. Any and all claims asserted in the Petition, the Amended Petition and in this Litigation by the Plaintiffs, on their own behalf and on behalf of the Class Members, are resolved and fully satisfied upon completion of the Continuing Jurisdiction Period.
- b. Any claims not raised or that could have been raised based upon the facts alleged in the Petition, the Amended Petition and in this Litigation and not herein or previously resolved are dismissed with prejudice.
- c. As of the Effective Date, the remedies enforceable to Class Members are limited to the provisions of this Stipulation.
- d. As of the Effective Date, Plaintiffs, individually and on behalf of each Class Member, and on behalf of the respective heirs, executors, administrators, personal representatives, successors, and assigns of each of themselves and each Class Member, hereby jointly and severally release and forever discharge, on the merits with prejudice, (a) HRA, its past and present officials, employees, departments,

agencies, representatives, directors, commissioners and agents, their successors and assigns, and their respective heirs, executors, administrators, personal representatives, and transferees, and (b) OTDA, its past and present officials, employees, departments, agencies, representatives, directors, commissioners, and agents, their successors and assigns, and their respective heirs, executors, administrators, personal representatives, and transferees (“OTDA Releasees”) (collectively the “Releasees”) and each of them, of and from any and all claims, whether known or unknown, foreseen or unforeseen, matured or un-matured, accrued or not accrued, direct or indirect, from the beginning of time through the Effective Date that the Plaintiffs and the Class Members and each of them, ever had, now has or have, or can, shall or may hereafter have against the Releasees or any of them, with respect to any claims raised or that could have been raised based upon the facts alleged in the Petition, the Amended Petition and in this Litigation. In acknowledging this, Plaintiffs, individually and on behalf of Class Members, also admit, acknowledge, and agree that no further legal action may be brought or legal recourse sought against Defendants in this or any other matter with respect to any and all claims raised or that could have been raised based upon the facts alleged in the Petition, the Amended Petition and in this Litigation and resolved by the negotiated terms of this Stipulation.

- e. No provision in this Stipulation shall infringe upon or restrict any Class Member’s ability to obtain individual relief through an administrative fair hearing or a judicial action or proceeding, including but not limited to a proceeding brought pursuant to CPLR Article 78, so long as the Class Member is not seeking to challenge the OTDA policy in place before issuance of the November 2017 GIS, or OTDA’s systemic

implementation of the November 2017 GIS or OTDA's supervision of the November 2017 GIS's implementation. For the avoidance of doubt, no provision in this Stipulation shall infringe upon or restrict any Class Member's right to argue in any such proceeding that a District made an error in determining the Class Member's own eligibility.

X. Continuing Jurisdiction.

- a. As of the Effective Date, Plaintiffs' claims contained in the Petition and the Amended Petition shall be deemed resolved and fully satisfied.
- b. During the Continuing Jurisdiction Period, the jurisdiction of the Court shall be limited to the purpose of enforcing the terms of this Stipulation.
- c. The jurisdiction of this Court shall terminate at the conclusion of the Continuing Jurisdiction Period, except that if Plaintiffs move pursuant to Sections X.e. or X.f. to enforce the terms of this Stipulation, jurisdiction shall continue until:
 - i. Such motion is decided;
 - ii. Such time as directed by the Court, if the motion is decided favorably for Plaintiffs; or
 - iii. Such time as may be extended by the Parties by modification of this Stipulation.
- d. Following the termination of the Court's jurisdiction as set forth in Section X.c., this Stipulation and Order shall be deemed unenforceable as to the Defendants.
- e. During the time prior to the termination of the Court's jurisdiction pursuant to the terms set forth in Section X.c., if Class Counsel believes that a Defendant failed to comply with Sections IV and VIII, Class Counsel shall, within forty-five (45) days

after ascertaining such purported non-compliance, notify the Defendant's counsel in writing of the nature and specifics of the alleged failure to comply at least thirty (30) days before any motion is made for enforcement of this Stipulation or for contempt against the Defendant. Unless otherwise resolved, the Parties' counsel shall meet within the thirty (30) day period following notice to Defendant's counsel in an attempt to arrive at a resolution of the claims. If no resolution is reached within thirty (30) days from the date of the notice, Plaintiffs may move this Court for an order to enforce Sections IV and VIII of this Stipulation. Plaintiffs may not seek judicial enforcement under this paragraph unless they can show that the non-complying party engaged in a pattern and practice of systematic violation of one or more of its obligations under this Stipulation (as opposed to occasional, isolated or individualized violations).

- f. At any time during the Court's jurisdiction, if Class Counsel disagrees with Defendants' or another District's determination of whether an individual is a Class Member or whether a Class Member has been afforded the correct relief under Sections V, VI or VII, Class Counsel shall notify Defendants' counsel in writing of the nature and specifics of the disagreement. Such communication shall identify the Class Member and, to the extent possible, identify the date the Class Member applied for PA and the District that denied PA to the Class Member, and provide the relevant notice. Defendants' counsel will respond to any such communication within twenty (20) business days. If Defendants agree that a Class Member has not received full relief under this Stipulation, Defendants or the Class Member's District shall issue such relief to that Class Member within thirty (30) business days of such

determination. If Defendants advise Class Counsel that they believe an individual identified by Class Counsel pursuant to this Section is not a Class Member or has received all benefits for which he or she is eligible under this Stipulation, Defendants' response shall include the specific basis for this conclusion. If Defendants' or the Class Member's District's conclusion is based on information contained within WMS, other computer systems of OTDA and/or Districts or information contained in case records or other OTDA and/or District records, that conclusion will be presumptively correct, unless and until Class Counsel submits documentation issued by OTDA or a District that demonstrates that OTDA's conclusion is not correct. If Defendants fail to respond to a notification from Class Counsel within thirty (30) business days, or if, after Defendants respond to Class Counsel's notification, there remains a dispute as to whether an individual is a Class Member under Section II or whether a Class Member has been afforded the correct relief under Sections V, VI or VII, Plaintiffs may make a motion before this Court for an order resolving such dispute.

- g. Notwithstanding the provisions of Sections X.e. and X.f., Plaintiffs may make a motion before this Court for an order to enforce Sections IV through VIII of this Stipulation without waiting thirty (30) days if Plaintiffs' motion is based in whole or in part on information received by Class Counsel less than thirty (30) days before the end of the Continuing Jurisdiction Period.

XI. Attorneys' Fees.

- a. The State of New York, on behalf of OTDA, shall pay to Class Counsel, New York Legal Assistance Group, the gross sum of \$215,000.00, for which an I.R.S. Form

1099 shall be used ("Fee Payments"), as follows: New York Legal assistance Group, 7 Hanover Square, New York, NY 10004, c/o Danielle Tarantolo. The Fee Payments set forth in this Section shall be accepted in full and complete settlement and satisfaction of any and all claims, allegations, or causes of action for attorney's fees, costs, disbursements, and expenses incurred that Class Counsel had, have, or may in the future have against Defendants arising from the claims in this Litigation or arising from any activities of Class Counsel in connection with the Litigation or this Stipulation, and any other claim or action alleging any of the acts, transactions, occurrences, or omissions asserted in the Petition, Amended Petition or the Litigation. This limitation shall not apply to additional time spent on a successful contempt or enforcement motion provided that such additional time was expended after the Parties met and conferred in accordance with the requirements of Section X.e. of this Stipulation of Settlement. Defendants reserve their rights to seek attorneys' fees and costs in connection with defending against a contempt or enforcement motion. Nothing contained herein shall be read to imply any change with respect to the standard a party must meet to be entitled to any fee award for prosecuting or defending against such a motion.

- b. State Approval of Payments: The Fee Payments specified in Section XI.a. of this Stipulation are conditioned upon and subject to the approval of all appropriate NYS officials in accordance with N.Y. Public Officers Law § 17. Class Counsel agree to promptly execute and deliver all necessary or appropriate vouchers and other requested documentation with respect to obtaining such approval and effectuating payment. In the event such approval is not obtained, then the portions of this

Stipulation that pertain to the payment of attorneys' fees, costs, disbursements and expenses shall be null, void, and of no further force and effect, and Plaintiffs shall have the right to move for said attorneys' fees, costs, disbursements and expenses. If approval is denied, OTDA's counsel shall notify Class Counsel in writing within ten (10) business days of the denial, and Class Counsel shall have ninety (90) days from such notice within which to make a motion seeking payment of reasonable attorneys' fees, costs, disbursements and expenses from OTDA.

- c. Accrual of Interest: The Payments in Section XI.a. shall be made in accordance with the provisions of N.Y. C.P.L.R. 5003-a(c) after receipt by OTDA's counsel of a "so-ordered" copy of this Stipulation, that has become "final and unappealable" as defined in Section I.j., together with all other documentation required under Section XI.b., and shall be made by checks issued to "New York Legal Assistance Group" at the addresses specified in Section XI.a. Payment shall be made within one hundred and twenty (120) days of the Comptroller's determination that all documents required to effectuate the Fee Payments have been received by him. In the event that payment in full is not made within said one hundred and twenty (120) day period, interest shall accrue on the outstanding balance at the rate set forth in CPLR 5004, beginning on the one hundred and twenty-first (121st) day after the Comptroller's determination.
- d. Responsibility for Taxes: Plaintiffs and Class Counsel agree that any taxes, or interest or penalties on taxes on the Fee Payments specified in Section XI.a. of this Stipulation shall be the sole and complete responsibility of Class Counsel, and that Plaintiffs and Class Counsel shall have no claim, right or cause of action against the OTDA Releasees or the State of New York (including, but not limited to, any and all

agencies, departments, offices, divisions, subdivisions, officials, employees, agents, attorneys, insurers, and assigns, whether in their individual or official capacities, or any of them, or all of them) on account of any and all such taxes, interest or penalties.

- e. Responsibility for Liens: Plaintiffs and Class Counsel agree that neither the OTDA Releasees nor the State of New York (including, but not limited to, any and all agencies, departments, offices, divisions, subdivisions, officials, employees, agents, attorneys, insurers, and assigns, whether in their individual or official capacities, or any of them, or all of them), shall be responsible for the satisfaction of any liens, or the payment of setoffs, deductions, or recoupments of any kind (including, but not limited to, any and all workers' compensation, tax, unemployment compensation, or child support liens) which may attach to the payments specified in Section XI.a. of this Stipulation. Plaintiffs and Class Counsel shall have no claim, right, or cause of action against any of the OTDA Releasees or the State of New York (including, but not limited to, any and all agencies, departments, offices, subdivisions, officials, employees, and agents thereof, whether in their official or individual capacities) on account of any such liens, setoffs, deductions, or recoupments.
- f. No Other Attorney: Plaintiffs and Class Counsel represent and warrant that there are no other attorneys that have a lien on the amounts referenced in Section XI.a. of this Stipulation for services rendered to Plaintiffs pursuant to the provisions of N.Y. Judiciary Law §§ 475 and 475-a or otherwise in the Litigation, or in any other action or proceeding alleging any of the acts, transactions, occurrences, or omissions asserted in the Petition, Amended Petition or Litigation.
- g. No Admission of Liability: Nothing contained in this Stipulation shall be deemed to

be an agreement or an admission by OTDA as to the reasonableness of the number of hours spent or the particular hourly rates claimed by Class Counsel, or the entitlement of Plaintiffs or Class Counsel to an attorneys' fees, costs, disbursements, or expenses in connection with this action, and OTDA does not waive any defenses to any and all future application by Plaintiffs or Class Counsel therefor.

- h. The agreement regarding payment of attorneys' fees, costs and disbursements set forth in this Stipulation is solely for the purpose of settlement of Plaintiffs' claims for attorneys' fees, costs, disbursements or expenses as against Defendants and does not reflect the positions of the Parties in any other judicial or administrative proceeding.

XII. Confidential Information.

- a. Defendants will notify Class Counsel of the confidential nature of information provided by that Defendant as required by this Stipulation at the time of delivery of such information.
- b. Any Confidential Information provided to Class Counsel by any Defendant shall be deemed received subject to the following protective order:

"Class Counsel agrees to maintain for all time the confidentiality of all Confidential Information obtained by Class Counsel during the course of this Litigation and reporting as provided herein. Class Counsel shall not disclose Confidential Information to any individual, other than Defendants, Defendants' employees, any experts retained by Class Counsel, and any individual Class Member whose case is involved, except to the extent necessary to enforce any right under this Stipulation, or as directed by subsequent Court Order.

All Confidential Information provided separately or contained in a report, and/or

Class Member information supplied by any Defendant to Class Counsel shall remain confidential and may not be supplied to anyone other than Class Counsel, any experts retained by Class Counsel, and the Court under seal.”

- c. Nothing in Section XII shall interfere with or diminish the rights of Class Counsel to enforce this Stipulation.

XIII. General Provisions.

- a. If the Court disapproves the Stipulation or any material part thereof, or if the Stipulation is modified or reversed in any material respect by an order or decision that is final and unappealable, then this Stipulation shall be canceled and deemed null and void, and the Parties shall revert to their respective positions as of the date prior to their signing this Stipulation.
- b. Nothing contained herein, and no action taken pursuant hereto, shall be deemed to be an admission by the Defendants or any agency, office, official, employee, or agent thereof, of any of Plaintiffs’ or Class Members’ allegations, nor an admission by Defendants that they have in any manner or way violated Plaintiffs’ or Class Members’ rights. By entering into this Stipulation, the Defendants in no way admit any violation of law or any liability whatsoever to the Plaintiffs or the Class Members, individually or collectively, all such liability being expressly denied. Likewise, by entering into this Stipulation, the Defendants in no way admit to the suitability of these cases for class action litigation other than for purposes of settlement. Rather, the Defendants enter into this Stipulation to avoid further protracted litigation and to resolve and settle all disputes with the Plaintiffs and the Class Members. Settlement of this Litigation, negotiation, execution, and terms of

this Stipulation, and all acts performed or documents executed pursuant to or in furtherance of this Stipulation or the settlement (a) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendants or of the truth of any of the factual allegations in any complaints filed in this Litigation; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of fault or omission on the part of Defendants in any civil, criminal, administrative or arbitral proceeding; (c) are not, shall not be deemed to be, and may not be used as an admission or evidence of the appropriateness of these or similar claims for class certification treatment other than for purposes of administering this Stipulation; and (d) do not, and shall not be deemed to, constitute a policy, custom, or practice of Defendants or any of them.

- c. This Stipulation shall not in any manner be construed as determinative of the issues raised in the Litigation or any other proceeding, and shall have no precedential value. In addition, notwithstanding the provisions of any paragraph herein, this Stipulation shall not bind or collaterally estop Defendants, the State of New York, or their present and former agencies, subdivisions, subsidiaries, administrators, principals, officers, employees, directors, members, trustees, agents, attorneys, insurers, heirs, and assigns, whether in their individual or official capacities, or any of them, or all of them, in pending or future actions or proceedings in which the same or similar issues are raised, from defending any and all issues raised in said actions or proceedings, or from advancing any defenses.
- d. This Stipulation sets forth the entire agreement between the Parties with respect to the subjects contemplated herein, and supersedes all prior or contemporaneous

agreements or understandings, both written and oral, among them with respect to the subjects contemplated herein. No representations regarding the subject matter of this Litigation, or the subjects contemplated herein, oral or otherwise, express or implied, other than those specifically set forth in this Stipulation shall be deemed to exist or to bind the Parties, or to vary the terms and conditions contained herein.

- e. Notwithstanding the provisions of this Stipulation, Defendants reserve the right to implement, change, or otherwise alter or amend the procedures and requirements of this Stipulation if required by intervening changes in federal or state statute or regulation that are inconsistent with the terms of this Stipulation.
- f. This Stipulation shall not be admissible as evidence or used for any other purpose in any other litigation or settlement negotiation, except to enforce the provisions contained herein as set forth in Section X of this Stipulation.
- g. The headings contained in this Stipulation are for convenience of reference only and are not a material part of this Stipulation.
- h. All Parties to this Stipulation have participated in its drafting; consequently, any ambiguity shall not be construed for or against any party.
- i. The construction, interpretation, operation, effect and validity of this Stipulation, and all documents necessary to effectuate it shall be governed by the laws of the State of New York without regard to conflicts of law, except to the extent that federal law may govern.
- j. In computing any time period specified by this Stipulation, the following rules apply:
 - (i) exclude the day of the event that triggers the period; (ii) count every day, including intermediate Saturdays, Sundays, and NYS legal holidays, unless business days are

specified; and (iii) include the last day of the period, but if the last day is a Saturday, Sunday, or NYS legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or such NYS legal holiday.

- k. In any month(s) in which the Defendant(s)', or any of its employees, agents, contractors or consultants, performance under this Stipulation is affected by COVID-19, computer malfunctions, natural disasters, terrorist attacks or other similar circumstances beyond the Defendant(s)' control ("Force Majeure"), the Defendant(s)' non-complying performance for such month(s) shall be disregarded for the purposes of determining the Defendant(s)' compliance pursuant to Section X of this Stipulation, and the terms of this Stipulation, and the Court's jurisdiction to enforce it, shall be automatically extended by an equal number of additional month(s) as against the Defendant asserting a Force Majeure. If any Force Majeure event occurs that causes or may cause one or more Defendant(s) to invoke this paragraph of the Stipulation, Defendant(s) shall, as soon as practicable (but in no event later than thirty (30) days after the Defendant(s) knew of such event) notify the Plaintiffs' counsel, in writing. In such notification, Defendant(s) shall report the anticipated length of the disruption, the cause or causes of disruption, and the obligations under this Stipulation that are disrupted by the Force Majeure event. Defendant(s) will adopt all reasonable measures to avoid or minimize any such disruption.
- l. Any notice, report, or communication required by or made pursuant to the terms of this Stipulation, other than notices sent to individual Class Members, shall be sent by electronic mail and, upon request, by first class mail, postage prepaid, to all of the people below:

To Plaintiffs: Danielle Tarantolo
dtarantolo@nylag.org
New York Legal Assistance Group
7 Hanover Square, 18th Floor
New York, New York 10004

To HRA: Chlarens Orsland
corsland@law.nyc.gov
Assistant Corporation Counsel
New York City Law Department
100 Church Street, Rm. 2-174
New York, New York 10007

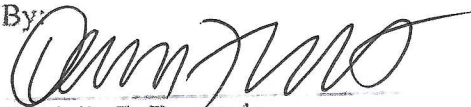
To OTDA: Noam Lerer
noam.lerer@ag.ny.gov
Assistant Attorney General
New York State Office of the Attorney General
28 Liberty Street
New York, New York 10005

- m. This Stipulation is final and binding upon the Parties, their successors, and their assigns.
- n. This Stipulation may be executed in one or more counterparts, including by signatures transmitted by .pdf/.tif image of the signatures transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.
- o. The Parties and the signatories to this Stipulation represent and warrant that the signatories executing this Stipulation on behalf of each Party have full authority to do so and to make the representations, warranties, and agreements contained herein.
- p. This Stipulation shall be submitted without further notice to the Court to be "So Ordered."

Dated: New York, New York
October 22, 2020

BETH GOLDMAN
New York Legal Assistance Group
Attorneys for Petitioners-Plaintiffs

By:



Danielle F. Tarantolo
7 Hanover Square, 18th Floor
New York, New York 10004
Tel. (212) 613-5000

Dated: New York, New York
October 21, 2020

LETITIA JAMES
Attorney General
State of New York
Attorney for State Respondent-Defendant

By:



Noam Lerer
Assistant Attorney General
28 Liberty Street
New York, New York 10005
Tel. (212) 416-8508

Dated: New York, New York
October 22, 2020

JAMES E. JOHNSON
Corporation Counsel of the City of
New York
Attorney for City Respondent-Defendant

By:



Chlarens Orsland
Assistant Corporation Counsel
100 Church St., Rm. 2-174
New York, New York 10007
Tel. (212) 356-2086

Dated: Albany, New York
21, October, 2020

THE NEW YORK STATE OFFICE OF
TEMPORARY AND DISABILITY ASSISTANCE



By: Michael P. Hein
Commissioner
40 North Pearl Street
Albany, New York 12243

SO ORDERED,

this _____ day of _____ 2020

Honorable Paul A. Goetz
Justice of the Supreme Court

Exhibit A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

Index No.: 452243/2017

----- X
In the Matter of the Application of

LINDITA COLAJ, on behalf of herself and
all persons similarly situated,

and

GOMAA OSMAN, on behalf of himself and
all persons similarly situated,

Petitioners-Plaintiffs,

For a Judgment Pursuant to § 3001 and Articles 9 and
78 of the Civil Practice Law and Rules

-against-

MICHAEL P. HEIN, as Commissioner of the
New York State Office of Temporary and Disability Assistance²,

and

STEVEN BANKS, as Commissioner of the
New York City Human Resources Administration,

Respondents-Defendants.

----- X

**[PROPOSED] ORDER OF CONDITIONAL CLASS CERTIFICATION, PRELIMINARY
APPROVAL, AND APPROVAL OF CLASS NOTICE**

The above-captioned matter came before the Court on Plaintiffs' Motion for Certification of the Class, Preliminary Approval of Settlement, and Approval of the Proposed Class Notice.

IT IS ORDERED, as set forth below, that after review of the Plaintiffs' Memorandum of Law in Support of Plaintiffs' Motion for Class Certification, Preliminary Approval, and Approval of Class Notice, the Affirmation of Abby Biberman, and all other papers submitted in connection with Plaintiffs' Motion, that the Court: (1) preliminarily certifies the class for purpose of settlement, (2) grants preliminary approval of the settlement, and (3) approves distribution of the proposed notice.

² Defendant Michael P. Hein, the current Commissioner of the New York State Office of Temporary and Disability Assistance, is substituted for Defendant Samuel D. Roberts pursuant to CPLR 1019.

Preliminary Certification of a Settlement Class

The Court preliminarily certifies a class for settlement purposes consisting of: All past, current, and future applicants for Public Assistance ("PA") in New York State ("NYS") who filed or submitted, or will file or submit, applications to their Social Services Districts on or after August 7, 2014, and were or are Asylum Applicants with Employment Authorization at the time of the PA application, and were or will be denied Safety Net Assistance ("SNA") solely because they held or hold that non-citizen status.

The Court preliminarily determines that the class as defined above meets the requirements of CPLR § 901.

The Court preliminarily approves the appointment of Named Plaintiffs Lindita Colaj and Gomaa Osman as representatives of the Plaintiff Class.

The Court preliminarily approves the appointment of the New York Legal Assistance Group ("NYLAG") as Settlement Class Counsel ("Class Counsel").

Preliminary Approval of Settlement

The Court grants preliminary approval of the settlement memorialized in the Stipulation and Order of Settlement ("Stipulation") attached to the Affirmation of Abby Biberman in support of Plaintiffs' Motion.

On the record before the Court at this time, it appears to the Court that the Stipulation is the result of extensive, arm's length negotiations and is fair, reasonable, and in the best interest of class members.

Class Notice

The Court approves the Proposed Notice of Settlement of Class Action Lawsuit and Fairness Hearing ("Notice"), which is attached to the Stipulation as Exhibit B, and directs its

distribution as described in the Stipulation § III.b.

The Notice comports with the requirements of CPLR § 908.

The Notice adequately puts class members on notice of the proposed settlement.

Objections

Any class member shall have the right to appear and be heard at the telephonic fairness hearing and/or to submit a written objection. Class members may register written objections to the proposed settlement in the following way:

- Class members who have a lawyer should make written objections to the settlement through both the NYS Courts Electronic Filing program and by email to the court attorney, Vera Zolotaryova, at: vzolotar@nycourts.gov.
- Class members who do not have a lawyer and want to object should call or email NYLAG at: (929) 356-9584 or colajclass@nylag.org. NYLAG will provide any objections to the Court.

All objections submitted before or during the fairness hearing shall be considered by the Court.

As necessary, beginning on the date that the Notice as described in the Stipulation § III.b is distributed the following steps shall be taken to verify whether an individual seeking to object is a member of the class:

- a. For individuals who claim to have been Asylum Applicants with Employment Authorization, as those terms are defined in Paragraphs I.b and I.k. of the Stipulation, (hereinafter “Asylum Applicants with Employment Authorization”) and applied for PA between August 7, 2014 and November 21, 2017, and who were denied due to their failure to provide proof of citizenship or eligible alien status, Class Counsel shall endeavor to provide the individual’s identifying

information, including, but not limited to, name, date of birth, county of residence, and client identification number (“Identifying Information”) to the Office of Temporary and Disability Assistance (“OTDA”). Upon receipt of the Identifying Information, OTDA will confirm whether or not the individual is included on the list of individuals comprising Standardized Restored Benefits Group One, as defined in Paragraph I.aa. of the Stipulation (hereinafter “Standardized Restored Benefits Group One”), within ten business days of receiving such identifying information.

- b. For individuals who claim to have been denied SNA after August 7, 2014 due to their non-citizen status as Asylum Applicants with Employment Authorization, but who do not appear on the list of individuals comprising Standardized Restored Benefits Group One, no further verification shall be required by the parties.
- c. With regard to paragraphs 11.a. and 11.b., any determination that an individual meets the class criteria, shall only be relevant to the Court’s assessment of objections to the Stipulation. In no event will such determination be controlling for purposes of determining if an individual is eligible to be included in Standardized Restored Benefits Group One, Standardized Restored Benefits Group Two, as defined in Paragraph I.bb. of the Stipulation (hereinafter “Standardized Restored Benefits Group Two”), the Restored Benefits Group, as defined in Paragraph I.z. of the Stipulation (hereinafter “Restored Benefits Group”), or is otherwise eligible for relief pursuant to the terms of the Stipulation.
- d. For objectors who provide Identifying Information that is received by OTDA during the time period between the date that the Notice is distributed as described

in the Stipulation § III.b through the date ten (10) business days prior to the fairness hearing, the parties shall provide the Court with information regarding which individuals they believe meet the class criteria one (1) day prior to the date of the scheduled fairness hearing. For objectors who provide Identifying Information that is received by OTDA during the time period commencing on the ninth (9th) business day prior to the fairness hearing, through the date of the fairness hearing, the parties shall provide the Court with information regarding which individuals appear on the list of individuals comprising Standardized Restored Benefits Group One no later than thirty (30) days after the fairness hearing.

If Defendants are not able to determine if an individual meets the class criteria in the timeframe permitted by this order for reasons related to COVID-19, volume of requests, or any other unforeseen circumstances, Defendants may request additional time.

“Confidential Information” means the name or other personally identifying information of an applicant for or recipient of cash assistance received through either the Family Assistance (“FA”) Program or the SNA Program (collectively, “PA”) by PA recipients residing in New York State including but not limited to: address, social security number, and date of birth, and other information protected by Social Services Law § 136 and other federal and state laws.

Any Confidential Information provided to Class Counsel by any Defendants shall be deemed received subject to the following protective order:

“Class Counsel agree to maintain for all time the confidentiality of all Confidential Information obtained by Class Counsel during the course of this litigation and process of verification of individuals alleging to meet the class criteria as provided herein. Class Counsel shall not

disclose Confidential Information to any individual, other than Defendants, Defendants' employees, any experts retained by Class Counsel, and any individual whose information is involved, except to the extent necessary to enforce any right under this Order, or as directed by subsequent Court Order. All Confidential Information supplied by any Defendant to Class Counsel shall remain confidential and may not be supplied to anyone other than Class Counsel, any experts retained by Class Counsel, and the Court under seal."

Nothing in Paragraph fourteen (14) shall interfere with or diminish the rights of Plaintiffs to enforce this Order.

Fairness Hearing

The Court will hold a telephonic fairness hearing on _____.

Class Counsel shall publish information about how to access the fairness hearing on its website.

Honorable Paul A. Goetz, JSC

So Ordered:

Exhibit B

Notice of Proposed Class Action Settlement About Asylum Applicants with Employment Authorization Who Were Denied Safety Net Assistance (SNA)

Background

This is an important notice about Public Assistance (PA)! Please read it carefully if:

- You are, or used to be, an **asylum applicant with employment authorization**, and
- You **applied and/or were denied for SNA**, which is a form of PA, **on or after August 7, 2014** because of your immigration status.

As of November 21, 2017, asylum applicants with employment authorization can receive SNA if they meet the other eligibility requirements. If you are not already a PA recipient, you may be able to receive PA if you apply and meet all the eligibility requirements. If you live in New York City, you may apply online at this link: <https://a069-access.nyc.gov/accesshra/>, or if you live anywhere else in New York State you may apply here: www.myBenefits.ny.gov. If you prefer to fill out a paper copy of the "[New York State Application for Certain Benefits and Services](#)," you may contact your local department of social services office to obtain one.

A proposed settlement in a class action lawsuit, *Colaj v. Roberts* (Index No. 452243/2017, New York County) may affect your legal rights. The Plaintiffs claim that asylum applicants with employment authorization were improperly denied SNA. Lawyers for the Plaintiffs and the New York State Office of Temporary and Disability Assistance (OTDA) have agreed to a settlement of the class action, which must be approved by the Court. Under this settlement, certain individuals who were denied SNA because of their immigration status while they were asylum applicants with employment authorization would receive a one-time benefit payment (payment). This notice provides the terms of the proposed settlement and your rights as a potential class member.

What is the Proposed Settlement?

You can see the entire proposed settlement at the website of the New York Legal Assistance Group (NYLAG): <https://www.nylag.org>.

The Court has appointed lawyers from NYLAG to represent the Plaintiff Class in this case. NYLAG is a non-profit legal services organization.

The lawyers for the Plaintiffs believe that the proposed settlement is fair and in the best interests of the class members. They also believe that continuing the court case would take a long time and might not have a better result.

Who is included in the settlement and what benefits could they get?

Group One: Asylum applicants with employment authorization who applied for SNA in New York State between August 7, 2014 and November 21, 2017, and were denied because of their immigration status:

If these class members are getting PA on a date that is no later than 240 days after the settlement agreement goes into effect, they will each get a **one-time payment**. The payment will be equal to forty-five dollars per month for each month between when they applied and

November 21, 2017 (or earlier if the class member already started receiving PA before then or was sanctioned).

Group Two: Asylum applicants with employment authorization who applied to be added to an existing case and were denied SNA in New York State between August 7, 2014 and January 5, 2018, because of their immigration status:

If these class members are getting PA on a date that is no later than 300 days after the settlement agreement goes into effect, they will each get a **one-time payment**. The payment will be equal to forty-five dollars per month for each month between the date two months prior to when they got denied and **November 21, 2017** (or earlier if the class member already started receiving PA before then or was sanctioned).

For class members in **Group One or Two**, the payment will go to the Common Benefit Identification Card (CBIC) for the class member's PA case or be sent by check in limited circumstances. A notice will be mailed to the class member's household after the payment is issued.

Group Three: Asylum applicants with employment authorization who applied for SNA in New York State on or after November 22, 2017, and were denied because of their immigration status:

These class members will not receive a **one-time payment** as described above, but may be able to have their eligibility for PA reviewed, and may be eligible to get benefits. If you think you are in this group, please contact NYLAG immediately at: (929) 356-9584 or by email at: colajclass@nylag.org.

Do I Have to Do Anything?

If you think you are in **Group One or Group Two**,

- and **you are getting PA**, and continue to get it on the future date agreed to by OTDA and NYLAG, you do not have to do anything further. If the Court approves the settlement, you will get your one-time payment automatically if you are eligible for it; **or**
- if **you are not getting PA**, you will need to apply for PA, and meet all the eligibility requirements. If you apply and get PA and continue to get it on the future date agreed to by OTDA and NYLAG, you may be eligible to receive the one-time payment.

If you think you are in **Group Three**, please contact NYLAG for more information at: (929) 356-9584 or by email at: colajclass@nylag.org.

Can I Object to the Settlement?

Class members have the right to tell the Court if they believe that the proposed settlement is not fair, reasonable, or adequate.

Class members may object in writing or by phone during a hearing. The Court will hold the hearing on _____, 2020 at ____:____.m. Class members can participate in the hearing by calling: (XXX) [XXX-XXXX].

Class members who have a lawyer should make written objections to the settlement through both the New York State Courts Electronic Filing program and by email to the court attorney, Vera Zolotaryova, at: vzolotar@nycourts.gov.

Class members who do not have a lawyer and want to object should call or email NYLAG at: (929) 356-9584 or colajclass@nylag.org. If you object, NYLAG cannot represent you, but NYLAG will provide your objection to the Court.

What Should I Do if I Have Questions?

You can contact NYLAG attorneys with any questions at: (929) 356-9584 or by email at: colajclass@nylag.org. You do not have to pay to speak to lawyers at NYLAG about your questions.