

*Taxis for All Campaign, et al. v. Taxi and Limousine Commission, et al.*

**I. IMPLEMENTATION AGREEMENT**

The parties have entered into a binding memorandum of understanding (MOU) with respect to the case of *Taxis for All Campaign, et al. v. Taxi and Limousine Commission, et al.* The agreement executed on November 27, 2013 outlining proposed rules transitioning the medallion taxi fleet to 50% accessible vehicles will herein be referred to as "MOU" or "The MOU." The parties agreed to implement that MOU as follows:

**A. COMMENCEMENT OF THE RULEMAKING**

Defendants shall, within 30 days of executing the MOU, commence the regulatory process described in Sections II and III of the MOU.

**B. STAY OF LITIGATION**

The parties shall jointly and immediately ask the Court to stay all future proceedings, including trial, pretrial, discovery and motion practice in the above- referenced action.

If, within 30 days of executing the MOU, Defendants have not commenced the regulatory process described in Sections II and III of the MOU, either party may request that the Court lift the stay so that either party may resume litigation in the matter.

If, by March 31, 2014, Defendants have not adopted the rules contemplated by the MOU or taken other equivalent action, Plaintiffs may request that the Court lift the stay on the litigation.

**C. SETTLEMENT AGREEMENT/RULE 23 HEARING**

In the event that the proposed rules contemplated by the MOU are adopted, the parties agree that within 20 days of the adoption of said rules, the parties will submit a settlement agreement to the Court for approval pursuant to Fed. R. Civ. P. 23. The parties shall endeavor to negotiate a proposed Rule 23 settlement agreement prior to such a time.

If, by April 21, 2014, the parties have not signed and submitted a Rule 23 settlement agreement to the Court, Plaintiffs may request that the Court lift the stay on the litigation.

**D. DISMISSAL OF LITIGATION**

If, at any time prior to January 1, 2020 (i) the regulation that is adopted as a result of the MOU is withdrawn or materially altered; or (ii) Defendants fail to comply, or fail to cause the appropriate governmental body to comply, in any material respect with

the MOU, Plaintiffs may request that the Court lift the stay and proceed with litigation on the existing claims of discrimination under Federal and local statutes.

If, on January 1, 2020 (or December 31, 2020 as provided for in Section III(D) of the MOU), the regulation which is the subject of the MOU has been enacted, fully implemented (including, without limitation, by implementing at least 50% accessibility of the taxi fleet as a whole as provided in the MOU), and remains in effect the parties will submit a stipulation for endorsement by the Court, dismissing the above referenced action with prejudice.

#### **E. SUPPORT FOR REGULATION**

Defendants agree that Taxi and Limousine Commissioner/Chair David Yassky will publically endorse this resolution in cooperation with Plaintiffs.

#### **F. DISPUTE RESOLUTION**

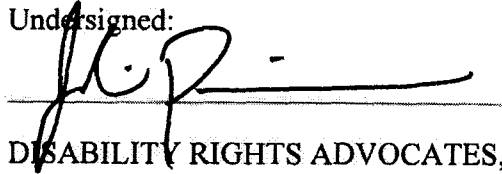
The Parties shall attempt to resolve any dispute, concern, or perceived violation of the MOU and/or Implementation Agreement. Plaintiffs shall notify Defendants' Counsel in writing of any perceived non-compliance by Defendants with the terms of the MOU and/or Implementation Agreement. Unless otherwise agreed to by the Parties with respect to any particular dispute, the Parties agree to meet and confer in good faith, within ten (10) business days after a dispute is raised to discuss and try to resolve such dispute without the assistance of a Mediator.

Failing a resolution by the parties or upon a failure to timely meet and confer, any Party may submit the dispute to the Mediator, who shall have authority to assist the Parties in resolving the dispute but who shall not have the authority to direct any Party to take or refrain from taking any action or to render decisions. The positions of the Parties and the Mediator in any mediation under this agreement shall be confidential. Failing resolution of a dispute with the Mediator, any Party may, within thirty (30) days of the unsuccessful mediation, submit the issue to the Court for decision. If exigent circumstances exist, a party may seek Court review before the mediation has concluded, but a party must provide written notice and an explanation of the urgent conditions to the Mediator and the other parties before doing so. Any order by the Court shall be subject to appeal by any party.

"Mediator" refers to the person mutually selected by the Parties to assist with the resolution of disputes.

DATE: November 27, 2013

Undersigned:



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DISABILITY RIGHTS ADVOCATES, ON BEHALF OF ALL PLAINTIFFS

By: Julia Pinover, Esq.



A handwritten signature in black ink, appearing to be 'Michelle Goldberg-Cahn', is written over a horizontal line.

OFFICE OF THE CORPORATION COUNSEL OF THE CITY OF NEW YORK,  
MICHAEL A. CARDOZO, ON BEHALF OF ALL DEFENDANTS

By: Michelle Goldberg-Cahn  
Assistant Corporation Counsel