

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Plaintiff,

vs.

NEW YORK CITY DEPARTMENT OF
EDUCATION,

Defendant.

No. 16 Civ. 4291 (LAK)(RWL)

JOHN FLANAGAN,

Plaintiff,

vs.

NEW YORK CITY DEPARTMENT OF
EDUCATION, MINERVA ZANCA,
Principal of Pan American International High
School, CHATZY PRESTON, JUAN S.
MENDEZ, Superintendent of Queens High
Schools, and JOHN DOE,

Defendants.

No. 13 Civ. 8456 (LAK)(RWL)

LISA-ERIKA JAMES, HEATHER
HIGHTOWER,

Plaintiffs,

vs.

NEW YORK CITY DEPARTMENT OF
EDUCATION, MINERVA ZANCA, JUAN
S. MENDEZ, Superintendent of Queens High
Schools,

Defendants.

No. 16 Civ. 4844 (LAK)(RWL)

ANTHONY RICCARDO,

Plaintiff,

vs.

No. 16 Civ. 4891 (LAK)(RWL)

NEW YORK CITY DEPARTMENT OF
EDUCATION, MINERVA ZANCA,
Principal of Pan American International High
School, JUAN S. MENDEZ, Superintendent
of Queens High Schools,

Defendants.

**STIPULATION AND ORDER OF SETTLEMENT AND DISMISSAL OF CLAIMS
RELATING TO LISA-ERIKA JAMES**

WHEREAS, the United States of America commenced an action on June 9, 2016, asserting claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, as amended (“Title VII”), against the New York City Department of Education (the “DOE”), including on behalf of Lisa-Erika James, under docket number 16 Civ. 4291 (the “United States Action”);

WHEREAS, Lisa-Erika James commenced an action on June 22, 2016, asserting claims under of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e, *et seq.*, 42 U.S.C. § 1981, the New York State and New York City Human Rights Laws, Executive Law Section 296, *et seq.*, and Section 8-107 of the Administrative Code of the City of New York against DOE, Minerva Zanca (“Zanca”), and Juan S. Mendez (“Mendez”), under docket number 16 Civ. 4844, and filed an amended complaint on September 22, 2016 (the “James Action”);

WHEREAS, on June 17, 2016, James moved to intervene in the United States Action, the DOE did not oppose, the Court granted the motion, and consolidated the United

States Action and the James Action, along with two other actions, all under docket number 16 Civ. 4291, *see* ECF Nos. 9, 18, 21 (16 Civ. 4291);

WHEREAS, the United States Action and the James Action allege that the DOE discriminated against James because of her race;

WHEREAS, the DOE answered the complaint in the United States Action on July 21, 2016, and the DOE, Zanca, and Mendez answered the amended complaint in the James Action on October 24, 2016, in which they denied all liability arising out of the allegations in the United States' complaint and James's amended complaint; and

WHEREAS, on February 6, 2020, defendant Juan Mendez was dismissed with prejudice from the James Action.

WHEREAS, the United States, James, the DOE, and Zanca (collectively, "the parties") have reached agreement that it is in the parties' best interests, and the United States believes that it is in the public interest, to resolve the United States' claim on behalf of James, individually, and the James Action on mutually agreeable terms and without further litigation. Accordingly, the parties agree to the entry of this Stipulation and Order of Settlement and Dismissal of Claims Relating to Lisa-Erika James (the "James Stipulation") without further trial or adjudication of any issues of fact or law raised by the claims brought by James or the claim brought on behalf of James, individually, by the United States.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the parties above, as represented by the below, the following:

1. This Court has jurisdiction over the United States Action pursuant to 42 U.S.C. § 2000e-6(b) and 28 U.S.C. § 1331 & 1345, and over the James Action pursuant to 42

U.S.C. § 2000e and 42 U.S.C. §1981. The parties agree that venue is appropriate pursuant to 28 U.S.C. § 1391(b)(1)-(2).

2. The United States has authority to initiate legal proceedings to enforce Title VII through litigation. 42 U.S.C. § 2000e-6(a).

3. The above-captioned action pertaining to docket number 16 Civ. 4844, and James only, is hereby dismissed with prejudice as against DOE and Zanca and without costs, expenses, or fees in excess of the amounts specified in Paragraph 4 below.. The above-captioned action pertaining to docket number 16 Civ. 4291 is hereby dismissed with prejudice only with respect to the Sixth Claim for Relief (Discrimination Against James). Nothing herein affects the United States' First Claim for Relief (Pattern or Practice of Discrimination).

4. In full satisfaction of all claims that were or could have been raised in the James Action against the DOE and Zanca and in the United States Action against the DOE, the City of New York hereby agrees to pay James the total sum of one hundred and fifty thousand dollars and no cents (“\$150,000.00”), including claims for costs, expenses, and attorneys’ fees.

5. In consideration for the actions set forth in Paragraph 4 above, James agrees to the dismissal with prejudice of all claims against the DOE and Zanca and to release the DOE and Zanca, their successors or assigns, and all present or former officials, employees, representatives, or agents of the DOE, and their successors or assigns (collectively, the “Released Parties”), from any and all liability, claims, demands, causes of action, obligations, damages, and grievances whatsoever of every kind and nature, at law or in equity, whether joint or several, whether known or unknown, and whether or not discoverable, which James has or may have against any of the Released Parties based on any act, omission, event or occurrence occurring from the beginning of the world up through and including the date that James executes the

General Release referred to in Paragraph 6, including, without limitation, any and all claims which were or could have been alleged by James in the James Action arising out of the events alleged in the complaint or amended complaint therein, including all claims for attorneys' fees and costs. Zanca similarly agrees to release, acquit and forever discharge James from any and all claims, known or unknown, except for claims for breach of this Agreement. The DOE agrees to release, acquit and forever discharge James from any and all claims, known or unknown, that were or could have been brought in this lawsuit except for claims for breach of this Agreement.

6. James shall execute and deliver to the attorney for the DOE and Zanca all documents necessary to effect the settlement, including, but not limited to, a General Release, an Affidavit Concerning Liens, and both James and James's counsel shall each execute a City of New York Substitute Form W-9.

7. Nothing contained herein shall be deemed to be an admission by the DOE or Zanca of liability or of the truth of any of the allegations set forth in the James Action or the United States Action, or an admission by the DOE or Zanca that they have in any matter or way violated James's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules, or regulations of the United States, the State of New York, the City of New York, the New York City Department of Education, or any other rules, regulations, or bylaws of any department or subdivision of the City of New York or the New York City Department of Education.

8. This James Stipulation shall not be admissible in, nor is it related to, any other litigation, proceeding, or settlement negotiation, or any further proceedings in these related matters (16 Civ. 4291, 13 Civ. 8456, 16 Civ. 4844, or 16 Civ. 4891) except that it shall be admissible in a proceeding to enforce the terms of this Stipulation.

9. Nothing contained in this James Stipulation, including the fact of the settlement of James's claims, shall be deemed to constitute a policy or practice of the City of New York or the DOE for any purpose whatsoever.


10. This James Stipulation, and any other document executed by James and/or the DOE and Zanca hereto in furtherance of the purposes of this James Stipulation, shall be governed by, interpreted and enforced in accordance with the laws of the State of New York.

11. This James Stipulation, which hereby incorporates the terms made before the Court on February 6, 2020, constitutes the entire agreement between the parties. No other statement, promise, or agreement, either written or oral, made by any party or agents of any party, that is not contained in this written James Stipulation shall be enforceable.

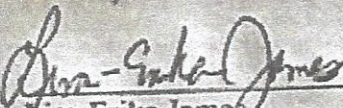
12. The individuals signing this James Stipulation on behalf of the DOE, Zanca, and James represent and warrant that they are authorized to execute this Stipulation. The United States signatories represent that they are signing this Stipulation in their official capacities and are authorized to execute this Stipulation.

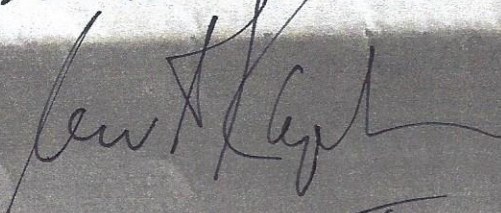
Dated: New York, New York April 15,
~~February/March~~, 2020

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By: 
Erica L. Shnayder

Lisa-Erika James
Plaintiff


By: 
Lisa-Erika James

SO ORDERED


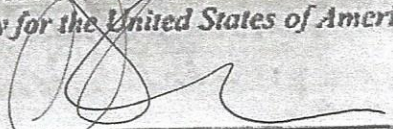
USDJ
5/14/2020

Dated: New York, New York
~~February/March~~, 2020
April 23,

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