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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.

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

Defendants.

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

**STIPULATION AND ORDER OF SETTLEMENT AND DISMISSAL OF CLAIMS  
RELATING TO HEATHER HIGHTOWER**

**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 Heather Hightower, under docket number 16 Civ. 4291 (the “United States Action”);

**WHEREAS**, Heather Hightower 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 290, *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 26, 2016 (the “Hightower Action”);

**WHEREAS**, on June 17, 2016, Hightower 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 Hightower 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 Hightower Action allege that the DOE discriminated against Hightower 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 Hightower Action on October 24, 2016, in which they denied all liability arising out of the allegations in the United States' complaint and Hightower's amended complaint; and

**WHEREAS**, the United States, Hightower, the DOE, Zanca, and Mendez (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 Hightower, individually, and the Hightower 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 Heather Hightower (the "Hightower Stipulation") without trial or adjudication of any issues of fact or law raised by the claims brought by Hightower or the claim brought on behalf of Hightower, 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 Hightower 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 Hightower only, is hereby dismissed with prejudice as against DOE, Zanca, and Mendez, and without costs, expenses, or fees in excess of the amounts specified in Paragraph 4 below. Nothing herein affects any claims brought by Lisa-Erika James. The above-captioned action pertaining to docket number 16 Civ. 4291 is hereby dismissed with prejudice only with respect to the Fifth Claim for Relief (Discrimination Against Hightower). Nothing herein affects the United States' remaining claims for relief, including its 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 Hightower Action against the DOE, Zanca, and Mendez, and in the United States Action on behalf of Hightower, individually, against the DOE, the City of New York hereby agrees to pay Hightower the total sum of three-hundred sixty-two thousand five hundred dollars and no cents (“\$362,500.00”), including claims for costs, expenses, and attorneys’ fees.

5. In consideration for the actions set forth in Paragraph 4 above, Hightower agrees to the dismissal with prejudice of all claims against the DOE, Zanca, and Mendez and to release the DOE, Zanca, and Mendez, 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 Hightower 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 Hightower executes the General Release referred to in Paragraph 6, including, without limitation, any and all claims which were or could have been alleged by Hightower in the Hightower Action arising out of the events alleged in the complaint or amended complaint therein, including all claims for attorneys' fees and costs.

6. Hightower shall execute and deliver to the attorney for the DOE, Zanca, and Mendez all documents necessary to effect the settlement, including, but not limited to, a General Release, an Affidavit Concerning Liens, and both Hightower and Hightower'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, Zanca or Mendez, of liability or of the truth of any of the allegations set forth in the Hightower Action or the United States Action, or an admission by the DOE, Zanca, or Mendez that they have in any matter or way violated Hightower'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 Hightower 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 Hightower Stipulation, including the fact of the settlement of Hightower'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 Hightower Stipulation, and any other document executed by Hightower and/or the DOE, Zanca, and Mendez hereto in furtherance of the purposes of this Hightower Stipulation, shall be governed by, interpreted and enforced in accordance with the laws of the State of New York.

11. This Hightower Stipulation 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 Hightower Stipulation shall be enforceable.

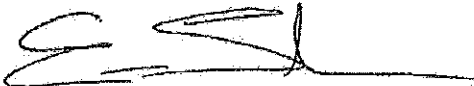
12. The individuals signing this Hightower Stipulation on behalf of the DOE, Zanca, Mendez, and Hightower represent and warrant that they are authorized to execute this Stipulation. The United States signatories represent that they are signing this Stipulation in their official capacities and are authorized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


Dated: New York, New York  
January 24, 2020

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Dated: New York, New York  
January 26, 2020

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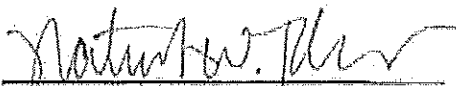
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Heather Hightower  
Plaintiff

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SO ORDERED:

  
HON. LEWIS A. KAPLAN  
UNITED STATES DISTRICT JUDGE

*1/24/2020*