

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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NATIONAL COUNCIL OF ARAB AMERICANS and
ACT NOW TO STOP WAR & END RACISM Coalition,

Plaintiffs

04 CV 6602 (WHP)
(ECF Case)

-against-

CITY OF NEW YORK, MICHAEL BLOOMBERG,
Mayor of the City of New York in his official capacity,
CITY OF NEW YORK DEPARTMENT OF PARKS AND
RECREATION, and the CENTRAL PARK
CONSERVANCY,

Defendants.
-----X

**STIPULATION AND ORDER OF
VOLUNTARY DISMISSAL**

WHEREAS, in this action plaintiffs have challenged the denial by the New York City Department of Parks and Recreation ("Parks Department") of plaintiffs' application for a permit to conduct a demonstration on the Great Lawn of Central Park ("Great Lawn") on August 28, 2004 ("as-applied claims") as well as the Park Department's regulations, set forth in 56 Rules of the City of New York ("RCNY") § 2-08(t), applicable to special events or demonstrations with more than 5,000 participants ("large events") on the Great Lawn ("facial claims"), and

WHEREAS, the parties now desire to resolve the as-applied claims and the facial claims without further proceedings;

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. All of plaintiffs' claims, including the as-applied claims and the facial claims, are hereby dismissed with prejudice, except as indicated in paragraph 8 below.

2. To settle plaintiffs' facial claims, the Parks Department agrees to undertake a feasibility study to obtain a recommendation as to the optimum and sustainable use of the Great Lawn for large events including rallies, demonstrations and cultural events ("the study"). The study, the funding of which will be the responsibility of the Parks Department, will be conducted by a committee of experts ("study committee") that will consist of three experts in turf management and one expert in crowd control, none of whom have been employed by or a consultant to the City of New York or the Central Park Conservancy within ten years of the execution of this Stipulation.

3. The Parks Department will initiate the study within three months of the date of this stipulation. The study will be completed within 18 months after its initiation ("study period").

4. At the outset of the study period, the Parks Department will provide to the study committee information regarding the physical characteristics of the Great Lawn and the day-to-day use of the Great Lawn for active and passive recreation, including but not limited to the use of its eight softball fields. The Parks Department will also provide to the study committee a non-binding recommendation with objective criteria that define the nature and extent of the damage to the Great Lawn that the Parks Department deems unacceptable insofar as it would significantly impede the day-to-day use of the Great Lawn or significantly damage the grass or surrounding landscapes ("unacceptable damage").

5. At the conclusion of the study, the study committee will issue a report ("study report") setting forth its findings, conclusions and recommendations as to the following: whether there are numeric or frequency limitations that are necessary for the use of the Great Lawn for large events; if so, the number and frequency of large events that can reasonably be accommodated by the Great Lawn each year without causing unacceptable damage; the

maximum crowd size that can reasonably be accommodated at Great Lawn events without causing unacceptable damage or threatening the safety of event participants; whether there are any times of the year when the Great Lawn cannot accommodate a large event without risking unacceptable damage; what measures must be undertaken at large events to prevent unacceptable damage and to ensure the safety of event participants and what additional measures can be undertaken to maximize, within those parameters, the availability of the Great Lawn for large events, including rallies and demonstrations. A copy of the report will be provided to plaintiffs' counsel by email within five days of its issuance.

6. The Parks Department will make public the names and credentials of the study committee members, the study report, findings and all other records generated or maintained by the study committee or by the Parks Department with regard to the study committee.

7. The Commissioner of the Parks Department ("Parks Commissioner") will give serious consideration to the findings, conclusions and recommendations set forth in the study report. Within two months after receipt of the study report, the Parks Commissioner will issue a written determination ("Commissioner's determination") setting forth whether and to what extent he believes it appropriate to amend the regulations applicable to large events on the Great Lawn set forth in 56 RCNY § 2-08(t) ("Great Lawn large event regulations") based on the study report. A copy of the Commissioner's determination will be provided to plaintiffs' counsel by email within five days of its issuance.

8. If the Commissioner's determination concludes, whether based on or notwithstanding the recommendations of the study report, that amendments to the Great Lawn large event regulations are not warranted, then plaintiffs retain the right to reinstate their facial challenge to the constitutionality of the current Great Lawn large event regulations by commencing a new action within three months of the Commissioner's determination. If, on the

other hand, the Commissioner's determination concludes that amendments to the Great Lawn large event regulations are warranted, then plaintiffs retain the right to challenge the Great Lawn large event regulations, as amended, within three months of the effective date of the rule amendments. (Copies of the notices regarding the rule amendments published in the City Record pursuant to New York City Charter § 1043 will be provided to plaintiffs' counsel by email within five days of their publication.) Notwithstanding the foregoing, if subsequent to the execution of this Stipulation, the Parks Department denies an application for a permit submitted by one or both of the plaintiffs for a large event on the Great Lawn to be held at a future time, then that plaintiff or plaintiffs can challenge the application of the then-existing Great Lawn regulations to the plaintiffs' proposed event and can also challenge the facial constitutionality of any then-existing Great Lawn large event regulations adopted after the execution of this Stipulation (and not now in effect) within the applicable limitations period for such claims.

9. Pending completion of the study and the issuance of the Commissioner's determination, and upon the Court's so ordering of this stipulation, the Parks Department shall be enjoined from enforcing 56 RCNY § 2-08(t) only to the extent that it provides 1) that there be a 50,000-person limit for large events on the Great Lawn, and 2) that the load-in plan required for such an event assure compliance with the 50,000-person limit. Notwithstanding the foregoing, the Parks Department shall retain the right to deny a permit for any large event on the Great Lawn if the anticipated attendance exceeds 75,000 persons. Neither plaintiffs nor defendants concede that 75,000 persons is the appropriate limit for attendance at large events on the Great Lawn.

10. To settle plaintiffs' as-applied claims, the City of New York hereby agrees to pay plaintiffs the sum of Fifty Thousand Dollars (\$50,000) ("the settlement amount"). Payment of the settlement amount shall be made by forwarding to plaintiffs' attorneys two checks payable

as follows: a check for \$25,000 payable to National Council of Arab Americans and a check for \$25,000 payable to the ANSWER Coalition.

11. The City of New York agrees to pay plaintiffs' attorneys fees and costs in the amount of \$501,658.47 ("fee amount"). Plaintiffs waive the right to apply for any additional attorneys fees or costs. Payment of the fee amount shall be made by forwarding to plaintiffs' attorneys a check for the fee amount made out to the Partnership for Civil Justice.

12. In consideration of the foregoing and upon payment of the settlement amount, plaintiffs shall release the City of New York, Mayor Michael Bloomberg, the Parks Department, the Central Park Conservancy and all departments, officials, employees, representatives and agents of the City of New York and the Central Park Conservancy, past and present, from each and every claim and right to damages arising from the acts and omissions complained of in this action (except as provided in paragraph 8 above). Plaintiffs have executed, or will execute, releases to be held by the City of New York, which will take effect upon payment of the settlement amount.

13. Nothing herein contained shall be deemed to be an admission of the City of New York, the Central Park Conservancy, or any of their past or present employees, that defendants have in any way violated plaintiffs' 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, or any other rules or regulations of any department or subdivision of the City of New York. This Stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations (except as provided in paragraph 8 above).

14. Nothing herein contained shall be deemed to constitute agreement or suggestion by plaintiffs that the recommendations or resulting regulations will be constitutionally

sound or that the establishment of the study process guarantees the constitutionality of the recommendations or results.

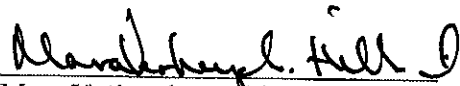
15. This Stipulation contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation regarding the subject matter of the instant action shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions herein.

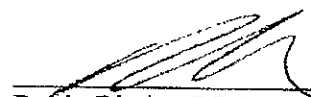
16. Upon execution, this Stipulation may be "so ordered" by the Court without further notice to any party.


Dated: January 8, 2008

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IT IS SO ORDERED:

USDJ
January , 2008