

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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L.W. as parent and guardian, on behalf of her infant
daughter K.M.,

Plaintiff,

-against-

THE CITY OF NEW YORK, THE NEW YORK CITY
DEPARTMENT OF EDUCATION, CARMEN FARIÑA,
as Chancellor of THE NEW YORK CITY DEPARTMENT
OF EDUCATION,

Defendants.
-----x

17-cv-8415(DLC)(SN)

**DECLARATION OF
AURORE C. DECARLO
IN SUPPORT OF
INFANT COMPROMISE**

AURORE C. DECARLO, declares the following under penalty of perjury pursuant to 28
U.S.C. §1746:

1. I am a Managing Senior Associate at C.A. Goldberg PLLC, attorneys for [REDACTED]
[REDACTED] (identified "L.W." in the caption), who appears as mother and natural guardian of
infant plaintiff K.M. I submit this Declaration in support of plaintiff's application for an order,
pursuant to Local Civil Rule 83.2, granting plaintiff leave to settle her claims in this matter for
\$950,000.

2. Plaintiff's proposed "Settlement Agreement and Release" with the City of New
York, acting on behalf of the defendants, and the proposed Infant Compromise Order are
annexed hereto respectively as **Exhibits A and B**.

UNDERLYING CASE

3. This is an action in which Plaintiff sought relief based on Defendants'
discriminatory and retaliatory actions in violation of K.M.'s rights under Title IX of the

Educational Amendments Act of 1972; Title II of the Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act; Title VI of the Civil Rights Act of 1964; and the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the United States Constitution, through 42 U.S.C. §1983.

4. Plaintiff also sought damages inflicted by Defendants' negligence, gross negligence, negligent supervision, and negligent infliction of emotional distress based on their failure to provide the duty of care they owed to K.M.

5. K.M.'s claims arose from her falling victim to a traumatic sexual assault at the hands of other students while she attended Teachers Preparatory High School as a fifteen-year-old tenth-grade student. In early February 2016, K.M. was violently assaulted by at least seven other students in a school stairwell during school hours. When K.M. reported the assault to school officials, the school administrators inexplicably and callously punished her for engaging in "consensual sexual activity" on school grounds. Less than 24 hours after she reported the sexual assault K.M. was suspended from school; had to endure a month-long suspension hearing process that was only withdrawn when K.M.'s attorneys threatened to file a temporary restraining order in Kings County Supreme Court; and was forced to transfer schools for the following academic year due to the hostile environment at Teachers Prep.

6. Defendants had prior knowledge and notice of the dangerous condition posed by unmonitored stairwells in the school building. A prior sexual assault had been perpetrated against a female student in the same stairwell a few years prior to the assault on K.M. The same school officials had been involved in investigating and responding to that assault yet no reasonable protective measures, such as the installation of security cameras or regular stairwell patrols, were adopted by the school.

7. K.M., a special needs student with known speech and language impairments, had been an exemplary student with an unblemished disciplinary record prior to the assault. School administrators treated her reprehensibly by interrogating her in the presence of one of her attackers without a parent or other representative; by putting words in her mouth to coerce “a confession” of sorts; by ignoring her repeated assertions that the assault had been nonconsensual; by failing to undertake any kind of meaningful investigation; and by retaliating against K.M. when she engaged in protected activity - reporting her assault to school officials.

8. The Defendants’ negligence and reprehensible response to K.M.’s reporting of the sexual assault caused K.M. substantial pain and suffering. The harm inflicted on K.M. is further outlined in Lillian Witherspoon’s Affidavit in Support.

9. I have made personal efforts to ascertain if K.M., the infant plaintiff has, or in the recent past has had, any limitations or complaints of pain which may be related to the injuries sustained in this action. It is my understanding, based on conversations I’ve had with the infant plaintiff and her mother, Lillian Witherspoon, and my review of K.M.’s medical records, that K.M. continues to suffer from Post-Traumatic Stress Disorder (PTSD) as a result of the injuries sustained in this action and continues to be treated for this condition.

PROPOSED SETTLEMENT

10. Parties’ counsel and Ms. [REDACTED] attended a lengthy settlement conference mediated by Magistrate Judge Sarah Netburn on February 26, 2018.

11. With Judge Netburn’s assistance, settlement negotiations continued through the following two weeks. Ms. [REDACTED] was involved in all settlement negotiations. Following these arms-length negotiations, the parties informed the Court that they had reached a settlement in principle for \$950,000 on March 12, 2018.

12. Our office deemed the settlement offer of \$950,000 to be a fair and reasonable one based on the significant harm and trauma suffered by K.M. at school. The sexual assault itself was a terrible occurrence with deep and long-lasting trauma. The school's response to the assault created a whole other layer of substantial pain and harm. K.M.'s suffering continues to this day. She is still receiving therapy services for post-traumatic stress disorder.

13. It would have been extremely difficult for K.M., a 17-year-old girl with diagnosed PTSD to be involved in protracted litigation, including depositions and a trial. Revisiting these events, and having to testify about them under oath in a stressful setting would have been very hard for her. In our opinion, the final offer put forward by Defendants reasonably addressed the pain and suffering endured by K.M. and would spare her from the stress and trauma of continued litigation.

14. Our office also engaged in an extensive review of available settlement agreements and jury verdicts that had been reached in cases involving similar facts. Based on our findings, we determined this settlement offer to be fair.

15. For these reasons, we advised Ms. [REDACTED] to accept the offer and she did so. Proposed settlements which have been negotiated by the infant's natural guardian carry a presumption that they are fair and in the infant's best interests, and should therefore be afforded some level of deference. De Alvarez v. City of New York et. al., 2012 UWL 2087761 at 1 (E.D.N.Y May 16, 2012).

16. Following the parties' settlement in principle, we discussed the value of creating a structured settlement as a means to protect K.M. financially. Our office sought the services of a structured settlement broker to assist in finding an annuity from a life insurance company. Our office spoke with several brokers before deciding to move forward with Atlas Settlement Group.

17. Ellen Bloom from Atlas Settlement Group presented a wide range of structured settlement plans and we discussed each at length with Ms. [REDACTED] and K.M. All of the advantages and disadvantages of each plan were explored and weighed.

18. After careful consideration, Ms. [REDACTED] determined that the Plan attached as *Exhibit A* to the proposed “Settlement & Release” (**Exhibit A**), would be the most appropriate and beneficial for K.M.

19. The court is respectfully referred to structure broker Ellen Bloom’s Affidavit and its accompanying Exhibits for further information on the structured settlement.

20. All medical services rendered to K.M., the infant plaintiff, were paid for by Medicaid.

21. All possible liens have been identified. The only possible lien known to exist is a Medicaid lien. Our office submitted an Expedited Request for a Medicaid Lien to Health Management Systems, Inc. (“HMS”). We were informed by HMS that an attorney had been assigned to review the case on April 30th, 2018 and that it would take approximately six (6) weeks to process. As soon as we receive notice of the lien amount, if any, we will advise Ms. Witherspoon that the lien will need to be paid out of the first cash payment made pursuant to the Settlement Agreement & Release annexed hereto as **Exhibit A**.

ATTORNEYS’ FEES

22. Our firm was retained on March 22, 2016, shortly after the events underlying Plaintiffs’ claims took place.

23. The retainer agreement entered into with Plaintiffs set the firm’s compensation at one-third of the gross amount of any recovery before deducting expenses and disbursements. The retainer agreement is annexed hereto as **Exhibit C**. “New York courts have long held that

attorneys' fees amounting to one-third of the total recovery in cases brought on behalf of infants or incompetents constitute 'the usual and customary level.' ” *S.W. v. City of New York*, No. 09–CV–1777, 2012 WL 6625879 (E.D.N.Y. Dec. 19, 2012) (quoting *Liss v. McCrory Stores Corp.*, 7 A.D.2d 738, 738, 180 N.Y.S.2d 570 (N.Y.App.Div.1958)).

24. As counsel for Plaintiffs our firm primarily performed the following, among other services:

- a. reviewed all evidence related to the sexual assault that K.M. suffered at Teachers Prep as well as the school's response and the subsequent suspension hearing;
- b. held ongoing consultations with the Plaintiffs, conducted legal research and investigated claims;
- c. engaged in advocacy efforts directed at school administrators and NYC Department of Education, including service of Notice pursuant to New York CPLR §6301;
- d. prepared and delivered a Title IX complaint to the Department of Education's Office of Civil Rights (OCR);
- e. prepared and served a request on Defendant DOE pursuant to the Freedom of Information Law;
- f. prepared and served a Notice of Claim on the City Defendants;
- g. prepared for and attended our client's 50-h hearing regarding Plaintiffs' Notice of Claim;
- h. prepared, filed, and served an initial Complaint to commence the instant proceeding;

- i. engaged in ongoing scheduling and settlement discussions with counsel for Defendants, including the preparation and delivery of an initial settlement demand;
- j. prepared for, attended and participated in a preliminary conference;
- k. prepared and filed an Amended Complaint,
- l. prepared and served initial disclosures and initial discovery requests;
- m. prepared for and participated in lengthy settlement negotiations;
- n. prepared all necessary documents and representations in support of the application for an infant compromise order.

25. Our firm performed substantial work on Plaintiff's behalf and logged close to 450 hours in legal services. All services rendered and details which support the claim for counsel fees and expenses are described in detail in **Exhibit D¹**, annexed hereto.

26. Neither I nor my firm has ever represented or will ever represent any other persons asserting any claims arising from the same occurrences set forth in the complaint in this matter.

27. I am not aware of any other claims or other circumstances which might possibly result in a conflict of interest.

REQUEST FOR WAIVER OF INFANT'S APPEARANCE

28. I respectfully submit that K.M.'s appearance at a hearing is not necessary for a proper determination of settlement and that it would constitute an unnecessary hardship to the infant plaintiff if her attendance was required.

¹ The descriptions of services have been redacted to protect the attorney/client privilege and confidential attorney work product.

29. This Declaration and accompanying exhibits, [REDACTED]'s Affidavit in Support, and Ellen Bloom's Affidavit and accompanying exhibits, all set out the information required by New York CPLR 1208(b); why the settlement is proper and in K.M.'s best interests; and what services have been rendered by Plaintiff's attorneys.

30. With the exception of her continued PTSD diagnosis, based on discussions with K.M., her mother [REDACTED], and K.M.'s medical records, K.M. has appeared to have otherwise recovered from her physical injuries.

31. K.M. is currently in school in Brooklyn. She would have to commute to Manhattan to attend a hearing regarding this matter pursuant to New York CPLR 1208(d). If a hearing is scheduled during the academic year, K.M. will likely be required to miss school in order to attend same hearing.

32. Based on the factors outlined in Bermudez ex rel. Castellanos v. Spangnoletti, 803 N.Y.S.2d 17 (Sup Ct. Kings County 2005) I submit that good cause exists to excuse a hearing under New York CPLR 1208(d).

CONCLUSION

33. I respectfully submit that the Settlement Agreement and Release is fair and reasonable and should be accepted in the best interests of K.M. The Settlement is substantial and avoids further protracted litigation with the risk of a lower judgement or less substantial relief at trial or reduction of the award on appeal. The settlement proceeds, as distributed through the structured settlement, will very likely provide K.M. with financial security for the next 20 years at minimum and will allow her to continue receiving, among other things, necessary therapy services to help her heal from the trauma she has endured.

WHEREFORE, it is respectfully requested that the annexed proposed Infant's Compromise Order be approved and endorsed.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: May 16, 2018
Brooklyn, New York

C.A. GOLDBERG PLLC



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EXHIBIT A

SETTLEMENT AGREEMENT & RELEASE

PLAINTIFFS: L [REDACTED] W [REDACTED] as parent and guardian, on behalf of her infant daughter,
K [REDACTED] M [REDACTED]

DEFENDANTS: THE CITY OF NEW YORK, THE NEW YORK CITY DEPARTMENT
OF EDUCATION, CARMEN FARIÑA, as Chancellor of THE NEW YORK
CITY DEPARTMENT OF EDUCATION

ASSIGNEE: METLIFE ASSIGNMENT COMPANY, INC.

PAYMENT RECIPIENT: K [REDACTED] M [REDACTED]

THIS SETTLEMENT AGREEMENT & RELEASE ("Settlement Agreement") is made and entered into this ____ day of _____, 2018, by and between Plaintiffs and The City of New York, The New York City Department of Education, Carmen Fariña, as Chancellor of The New York City Department of Education, Defendants.

I. RECITALS

A. The Plaintiffs commenced an Action against the Defendants in the United States District Court, Southern District of New York, Civil Action No. 17-cv-8415, by the filing of a summons and verified complaint (the "Complaint"). The Action arose out of the alleged negligent acts or omissions of the Defendants, and the Plaintiffs sought to recover the monetary damages which were alleged to be the proximate result of the occurrence on February 5, 2016 ("Incident") and subsequent alleged actions/omissions of the Defendants which resulted in physical, psychological, and emotional injuries to Kiara Martinez.

B. The City of New York is a self-insured Defendant and as such would be obligated to pay directly any judgment and/or settlement obtained against the Defendants.

C. The parties desire to enter into this Settlement Agreement in order to provide for certain payments in full settlement and discharge of all claims which are the subject of or might have been the subject of the complaint, upon the terms and conditions set forth herein.

D. The Terms and conditions of said Settlement Agreement and Release shall become operative upon the approval and consent of the United States District Court, Southern District of New York, following the issuance of a compromise order approving this settlement.

II. AGREEMENT

The parties hereto hereby agree as follows:

A. Release & Discharge

In consideration of the payments called for herein, the Plaintiffs (sometimes referred to herein as "Releasers") hereby completely release and forever discharge the Defendants and Defendants' past, present and future officers, directors, stockholders, attorneys, insurers, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns, and all other persons, firms or corporations with whom any of the former have been, are now or may hereafter

be affiliated (sometimes referred to herein as “Releasees” or “Released Parties”), of and from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, and whether for compensatory or punitive damages which the Plaintiffs now have or which may hereafter accrue, or otherwise be acquired on account of or in any way growing out of, or which are the subject of Complaint (and all related pleadings), including, without limitation, any and all known or unknown claims for bodily and personal injuries to Plaintiffs, or any future wrongful death claim of Plaintiffs’ representative, which have resulted or may result from the alleged acts or omissions of the Defendants. This Settlement Agreement and Release shall be a fully binding and complete settlement between Plaintiffs and Defendants, their assigns and successors save only the executory provisions of this Settlement Agreement.

B. PAYMENTS

(i) In consideration of the release set forth above, The City of New York on behalf of the Defendants hereby agrees to pay the Plaintiffs the following sums in the following manner:

- a. The sum of \$316,667.00 to the Plaintiffs’ Attorneys, C.A. Goldberg, inclusive of all liens, disbursements and attorney’s fees rendered on behalf of the Plaintiffs.
- b. The sum of \$75,000.00 made payable to Lillian Witherspoon, jointly with an officer of a bank directed by the Court for the sole use and benefit of Kiara Martinez.

The above payments shall include all of the Plaintiffs’ costs and expenses resulting to the Plaintiffs or incurred by or on behalf of the Plaintiffs in connection with the complaint and the settlement set forth herein.

(ii) Future periodic payments are set forth in EXHIBIT “A” attached hereto and made part of this Agreement. The total cost to The City of New York of the future periodic payments portion of this settlement is \$558,333.00, disclosure of which has been required as a condition of settlement. No part of the sum being paid by The City of New York to provide future periodic payments as set forth in this Settlement Agreement may be paid directly to the Plaintiffs, inasmuch as the court has determined that a structured settlement is in the best interest of the infant Plaintiff and that said future periodic payment constitutes damages on account of physical injuries or physical sickness, within the meaning of section 104(a)(2) and 130(c) [as regards to the future periodic payments] of the Internal Revenue Code of 1986, as amended.

(iii) It is understood and agreed that The City of New York, shall pay a total of \$391,667.00 in “up-front” payments (as outlined in Para. B (i) above). The Defendants have not received notice and have no knowledge of any outstanding Medicaid liens. In the event of the existence of any outstanding liens, it is understood and agreed that the Plaintiffs shall be responsible to resolve and/or satisfy any and all such liens and the Plaintiffs shall indemnify and hold the Defendants harmless from any and all claims made by lienholders arising out of the Incident described in Recital A above, whether such claims have been made, or are in the future made.

(iv) It is further understood that the Defendants will make payments in accordance with the time permitted by CPLR 5003-a (b).

(v) The term “guaranteed” as it is used in EXHIBIT “A”, hereto shall be construed to mean “payments that will be made whether the Payee is alive or not at the time the payment is due.” Should the Payee expire prior to receipt of all payments described as “guaranteed,” the remainder of the “guaranteed” payments shall be payable as set forth in Section “G” below entitled “Payee’s Beneficiary.”

C. LIENS

Any liens arising out of the Incident described in Recital A above, current or future against the proceeds of this settlement, are to be resolved and/or satisfied by the Plaintiffs, including, but not limited to, any Medicaid Liens, Medicare conditional payments, Worker's Compensation liens, Social Security liens, Public Assistance, hospital, physician or attorney liens, or any of the statutory, common law or judgment liens. The Plaintiffs, therefore, agree to indemnify and hold the Defendants harmless against any present or future claims made against the Defendants by such lienholders as a result of payment of this settlement by the Defendants should there be additional existing liens against the proceeds of this settlement.

Plaintiffs represent and warrant that K [REDACTED] is not a Medicare recipient, has never been on Medicare or on Social Security Disability, that no conditional payments have been made by Medicare and that she does not expect to be a Medicare recipient within the next 30 months.

Plaintiffs agree that prior to tendering the requisite documents for payment, as provided in CPLR 5003-a(b), that any Medicare-recipient plaintiff shall have notified Medicare and obtained and submitted with the closing papers a final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. §1395y(b) and 42 C.F.R. §§411.22 through 411.26. Plaintiffs do not assume the duty of a Responsible Reporting Entity (“RRE”) to report under 42 U.S.C. §1395y(b)(8), nor do Plaintiffs indemnify or hold Defendants harmless from any consequences of Defendants’ failure to report or fulfill the legal obligations of a RRE.

Plaintiffs hereby waive, release, and forever discharge Defendants from any and all claims, known or unknown, past and/or future conditional payments, arising out of the infant Plaintiff’s Medicare eligibility, if any, for and receipt of Medicare benefits related to the claimed injury in this matter, and/or arising out of the provision of primary payment (or appropriate reimbursement), including causes of action pursuant to 42 U.S.C. section 1395y(b)(3)(A) of the Medicare, Medicaid and SCHIP Extension Act of 2007.

Plaintiffs agree to hold harmless Defendants and The City of New York regarding any liens or past and/or future Medicare payments, presently known or unknown in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, Defendants reserve the right to issue a multi-party settlement check, naming Medicare as a payee or to issue a check to Medicare directly based on Medicare’s final letter. Upon tender of all required settlement papers, payment of the settlement shall be made in accordance with CPLR 5003-a(b).

Plaintiffs are required to obtain a release/discharge of any attorney’s lien asserted against the proceeds.

D. PAYEES’ RIGHTS TO PAYMENTS

The future periodic payment as described in EXHIBIT “A” attached, cannot be accelerated deferred, increased or decreased by the Plaintiffs or any Payee, and no part of the payments called for herein or

any specific assets of The City of New York are to be subject to execution or any legal process for any obligation of the Plaintiffs and any Payee in any manner, nor shall the Plaintiffs or any Payee have the power to sell or mortgage or encumber same, or any part thereof, nor anticipate the same or any part thereof by assignment or otherwise, unless such sale, assignment, pledge, hypothecation or other transfer or encumbrance has been approved in advance in a "Qualified Order" as defined in Section 5891(b)(2) of the Internal Revenue Code and otherwise complies with the applicable state law, including without limitation any applicable state structured settlement protection statute. Any attempt by Plaintiffs or any Payee to assign, anticipate, pledge or encumber any annuity payments without complying with the requirements of the Internal Revenue Code Section 5891(b)(2) and any applicable state law shall be null and void and shall not affect the Plaintiffs' or any Payee's right to receive the annuity payments. Transfer of the future periodic payment is thus prohibited by the terms of this structured settlement and may otherwise be prohibited or restricted under applicable law.

E. RIGHT TO EXECUTE AN ASSIGNMENT OF LIABILITY

It is understood and agreed by and between the parties hereto that The City of New York has elected, as a matter of right and in its sole discretion, to assign its duties and obligation to make the future periodic payments as set forth in EXHIBIT "A" to MetLife Assignment Company, Inc. ("the Assignee") within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of The City of New York's liability to make the future periodic payments as set forth in EXHIBIT "A".

Such assignment is hereby accepted by the Plaintiffs without right of rejection and in full discharge and release of the duties and obligations of The City of New York to make the future periodic payments set forth in EXHIBIT "A". The parties hereto expressly understand and agree that upon the Assignment of its duties and obligations to make such future periodic payments being made by The City of New York to the Assignee pursuant to this Agreement, all of the duties and responsibilities otherwise imposed upon The City of New York by this Agreement with respect to such future periodic payments shall instead be binding solely upon the Assignee. It is understood that Metropolitan Tower Life Insurance Company shall guarantee the performance obligation of MetLife Assignment Company, Inc. The Plaintiffs further and fully recognize and agree that the Assignee's obligation for payment of the future periodic payments shall be no greater than that of The City of New York (whether by judgment or agreement) immediately preceding the assignment of the future periodic payments obligation.

Such assignment when made, shall be accepted by the Plaintiffs without right of rejection and shall completely release and discharge The City of New York from the future periodic payments obligation assigned to the Assignee. The Plaintiffs recognize that, upon such assignment, the Assignee shall be the sole obligor with respect to the future periodic payments obligation, and that all other releases with respect to the future periodic payments obligation that pertain to the liability of The City of New York shall thereupon become final, irrevocable and absolute.

F. RIGHT TO PURCHASE AN ANNUITY

The City of New York or through the Assignee, for its own convenience, shall fund its obligation to make the future periodic payments under the terms of this agreement as set forth in EXHIBIT "A" through the purchase of an annuity policy from Metropolitan Tower Life Insurance Company as specifically set forth therein (the "Annuity Issuer"). Neither Plaintiffs or any Payee nor anyone acting on Plaintiffs' or any Payee's behalf shall have any right of or incidence of ownership whatsoever in the annuity policy; shall have any right to accelerate or defer payments due from The City of New York's Assignee; shall have any right to increase or decrease any payment due from The City of New York's Assignee shall have any other right of dominion or control of or over the annuity policy, which shall be

owned exclusively by The City of New York's Assignee. The City of New York's Assignee may have the Annuity Issuer mail payments directly to the Plaintiff/Payee/Payment Recipient.

G. PAYEE'S BENEFICIARY

In the event of the death of K [REDACTED] the future periodic payments specified in EXHIBIT "A" to be made by The City of New York's Assignee pursuant to the provisions of this Agreement that has not been paid as of the date of K [REDACTED]'s death, shall be paid on the date specified therein to the Estate of K [REDACTED] Plaintiff/ Payee/ Payment Recipient or a duly authorized representative of the Plaintiff/Payee/Payment Recipient shall be responsible for maintaining an accurate address and mortality information with the City of New York's Assignee.

H. ATTORNEY FEES

Each party hereto shall bear all attorneys fees and costs arising from the actions of their own counsel in connection with the complaint, this Settlement Agreement, the Qualified Assignment and the matters and documents referred to herein, but not limited to, the preparation and filing of all documents necessary, customary and/or appropriate to accomplish the Stipulation of Discontinuance of the Complaint with prejudice and without costs, and all related matters.

I. DELIVERY OF STIPULATION OF DISCONTINUANCE WITH PREJUDICE

Concurrently with the execution of this Settlement Agreement, Counsel for the Plaintiffs shall deliver to Counsel for the Defendants all appropriate documents necessary to accomplish the discontinuance of the civil action with prejudice described in Recital "A" above. The Plaintiffs have authorized the Plaintiffs' attorneys to execute a Stipulation of Discontinuance with Prejudice on their behalf and hereby authorize counsel for the Defendants to file said Stipulation with the Court and enter said Stipulation as a matter of record once all cash amounts due and funding for all annuities have been paid and cleared.

J. SUPPLEMENTARY DOCUMENTS

All parties to this Settlement Agreement and Release agree to execute any and all supplementary documents and to take all actions required to implement and to give full force and effect to the terms and intent of this Agreement.

K. GENERAL RELEASE

Plaintiffs hereby acknowledge and agree that the release set forth in Section II (A) hereof is a general release, and they further expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the Plaintiffs do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise and which, if known, would materially affect their decision to enter into this Settlement Agreement. The Plaintiffs further agree that they have accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact, and Plaintiffs fully assume the risk that the facts or the law may be otherwise than Plaintiffs believe.

L. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

The Plaintiffs represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations or causes of action referred to in this Settlement Agreement; except as otherwise set forth herein and that they have the sole and exclusive right to receive sums specified in it, and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

M. DISCHARGE OF OBLIGATION

The obligation assumed by the Assignee to make such future periodic payments shall be fully discharged upon the mailing of a valid check or electronic funds transfer in the amount of such payment on or before the due date to the last address on record for the Payee or Beneficiary with the Annuity Issuer. If the Payee or the Beneficiary notifies the Assignee that any check or electronic funds transfer was not received, the Assignee shall direct the Annuity Issuer to initiate a stop payment action and, upon confirmation that such check was not previously negotiated or electronic funds transfer deposited, shall have the Annuity Issuer process a replacement payment.

N. ENTIRE AGREEMENT & SUCCESSORS IN INTEREST

This Settlement Agreement contains the entire agreement between Plaintiffs and Defendants with regard to the matters set forth in it, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. There are no other understandings or agreements, verbal or otherwise, in relation thereto between the parties, except as herein expressly set forth.

O. REPRESENTATION OF COMPREHENSION OF DOCUMENT

In entering into this Settlement Agreement, the Plaintiffs represent that they have read the terms of this Settlement Agreement and that those terms are fully understood and voluntarily accepted by them. In entering into this Settlement Agreement and Release, the Plaintiffs have retained and consulted with Plaintiffs' own independent attorneys selected by Plaintiffs' own free will, and have fully and freely consulted with them on matters relating to this settlement and its terms and conditions. The Plaintiffs acknowledge that this Settlement Agreement has been negotiated by the respective Parties through counsel. The Parties to this Agreement contemplate and intend that all payments set forth in Section II(B)(i) and (ii) above constitute damages received on account of personal physical injuries or physical sickness arising from the occurrence within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended. The Plaintiff's warrant, represent, and agree that they are not relying on the advice of the Defendants, The City of New York, or anyone associated with them, including their attorneys and the insurance broker placing the annuity contract, as to the legal, tax, financial or other (favorable or adverse) consequences of any kind arising out of this Settlement Agreement for which the Plaintiffs are advised to obtain independent professional advice. The Plaintiffs acknowledge that neither the Defendants nor its legal, insurance or structured settlement representatives may refer any advisor, attorney, or firm for such professional advice. Accordingly, the Plaintiffs hereby release and hold harmless the Defendants and any and all counsel or consultants for the Defendants from any claim, cause of action, or other right of any kind which the Plaintiffs may assert because of the legal, tax or other consequences of this Settlement Agreement. The Plaintiffs represent and warrant that they have read and discussed this Settlement Agreement and Release fully with their attorneys and they fully understand its terms and conditions, and voluntarily accept them as their own free and voluntary act.

P. GOVERNING LAW

This Settlement Agreement is entered into in the State of New York and shall be construed and interpreted in accordance with its laws.

Q. MULTIPLE COUNTERPARTS

This Agreement may be executed by the parties in multiple counterparts (although not required) and all of such counterparts so executed shall collectively constitute this one Agreement and shall be deemed to establish this one Settlement Agreement.

R. CAPTIONS AND PARAGRAPH HEADINGS; CONSTRUCTION

Captions and Paragraph headings used in this Settlement Agreement are for convenience only and are not a part of this Settlement Agreement and shall not be used in construing it. The terms, conditions and other provisions of this Settlement Agreement have been negotiated between the parties, with each party having had the benefit of its own legal counsel. This construction and interpretation of any clause or provision of this Settlement Agreement shall be construed without regards to the identity of the party that prepared this Settlement Agreement, and no presumption shall arise as a result that this Settlement Agreement was prepared by one party or the other.

S. SEVERABILITY

In the event that any one or more of the provisions of this Settlement Agreement shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions of this Settlement Agreement shall not in any way be affected or impaired thereby.

T. PAYEE REPRESENTATIVE

If at any time any Payee is for any reason legally incapable of acting on such Payee's own behalf, all notices, designations, or instruments required or permitted to be executed by or delivered to such Payee and all payments required to be made to such Payee shall be executed and delivered to or by, and paid to, any legal guardian, conservator, custodian, or trustee (any of the foregoing being hereinafter referred to as a "Representative") appointed to act for such Payee or with respect to such Payee's property. All payments made to any Representative shall be held and applied by such Representative solely for the benefit of the Payee for whom such representative acts.

U. EFFECTIVE DATE

This Settlement Agreement shall be come effective after all the parties have executed this Settlement Agreement and after the Court has approved the settlement. By his or her signature below, each party represents and warrants that he or she has the full authority to bind the person, persons or entity for whom the execution of this Agreement is being made.

Executed at _____, this _____ day of _____, 2018.

Lillian Witherspoon, Individually

Lillian Witherspoon, as parent and guardian
of her infant daughter, Kiara Martinez

ACKNOWLEDGEMENT:

STATE OF NEW YORK)
)
COUNTY OF) ss.:

On the _____ day of _____, 2018 before me, the undersigned, personally appeared I _____ W _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within SETTLEMENT AGREEMENT and RELEASE, and acknowledged to me that she executed the same in her capacity, and that by her signature on the SETTLEMENT AGREEMENT and RELEASE, the individual, or the person upon behalf of whom the individual acted, executed the SETTLEMENT AGREEMENT AND RELEASE.

Notary

Approved as to Form and Content

By: _____
Aurore DeCarlo, Esq.
C.A. Goldberg PLLC

The City of New York

By: _____
Authorized Representative

EXHIBIT "A"

Annuity Issuer: Metropolitan Tower Life Insurance Company
Assignee: MetLife Assignment Company, Inc.
Guarantor: Metropolitan Tower Life Insurance Company

Payee: K■■■■■■■■■■ M■■■■■■■■■■

Beginning November 22, 2018, \$1,935.98 payable monthly, guaranteed for 20 years, last guaranteed payment on October 22, 2038.

Guaranteed Lump Sum payment of \$25,000.00 payable on November 22, 2022

Guaranteed Lump Sum payment of \$35,000.00 payable on November 22, 2025

Guaranteed Lump Sum payment of \$40,000.00 payable on November 22, 2028

Guaranteed Lump Sum payment of \$50,000.00 payable on November 22, 2030

Guaranteed Lump Sum payment of \$60,000.00 payable on November 22, 2035

Guaranteed Lump Sum payment of \$100,000.00 payable on November 22, 2038

Beneficiary: Estate of K■■■■■■■■■■ M■■■■■■■■■■

Initials:

_____ L■■■■■■■■■■ W■■■■■■■■■■ as parent and guardian of her infant daughter, K■■■■■■■■■■ M■■■■■■■■■■

_____ The City of New York

GZJ DKV'D

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

17 CV 8415 (DLC)(SN)

L.W. as parent and guardian, on behalf of her infant
daughter K.M.,

Plaintiff,

-against-

NEW YORK CITY, THE NEW YORK CITY
DEPARTMENT OF EDUCATION, CARMEN FARIÑA,
as Chancellor of THE NEW YORK CITY DEPARTMENT
OF EDUCATION,

Defendants.

-----X

WHEREAS, plaintiffs commenced the above-captioned action (the “Action”);

WHEREAS, the parties have reached an amicable settlement of the claims in the Action;

WHEREAS, the parties submitted to the court for approval the “Settlement Agreement
and Release” attached as Exhibit A to the Declaration of Aurore C. DeCarlo dated May 16, 2018;

WHEREAS, this court has determined that the best interests of infant plaintiff K.M. will
be served by the proposed “Settlement Agreement and Release”;

NOW, THEREFORE, IT IS HEREBY ORDERED, as follows:

1. ORDERED, that L [REDACTED], parent and natural guardian of the infant
plaintiff K.M., be and hereby is authorized and empowered to settle the action against
the defendants for the sum of nine hundred and fifty thousand dollars (\$950,000.00);
2. ORDERED, that the Court approves the “Settlement Agreement & Release” annexed
as Exhibit A to the Declaration of Aurore C. DeCarlo dated May 16, 2018; AND

3. ORDERED, that attorneys' fees, inclusive of all liens and disbursements, of \$316,667.00 are approved as payment to plaintiff's counsel.

Dated: New York, New York
May____, 2018

SO ORDERED:

HON. DENISE L. COTE

EXHIBIT C

646.666.8908 | 16 COURT STREET, SUITE 2500 | BROOKLYN, NY 11241
CARRIE@CAGOLDBERGLAW.COM | WWW.CAGOLDBERGLAW.COM

March 19, 2016

L
K

Brooklyn, NY 11212

Delivered via email to [REDACTED]

RE: Letter of Engagement

Dear L [REDACTED] and K [REDACTED]

We are so glad you came to the office yesterday to meet with us yesterday. You have requested that C. A. Goldberg, PLLC, act as counsel with respect to the matter described below. We are happy to do so. Please understand that as with any matter, no particular result can be guaranteed and we have given no opinion nor otherwise promised any result. Please read this letter carefully, contact me with any questions, sign, scan, and email me a copy.

The scope of the representation will include matters relating to the sexual assault that [REDACTED] suffered at Teacher's Preparatory School on February 5, 2016 and the discipline that resulted from her reporting the assault. The priorities we discussed include drafting and delivering a complaint to the federal Department of Education's Office of Civil Rights (OCR) regarding this Title IX violation, and pursuing civil litigation in federal court for the violation of [REDACTED]'s rights.

First, we will draft a letter to the New York City Department of Education (NYC DOE) regarding the status of [REDACTED]'s disciplinary hearing and file a Freedom of Information Law (FOIL) request to NYC DOE to obtain more information so we can analyze the available evidence before deciding whether we will move forward as your lawyers in filing an OCR complaint, and commencing a lawsuit. Note that it is not until we receive additional information that we will decide whether it is the optimal strategy to proceed with a OCR complaint. We will also proceed with drafting a Notice of Claim and filing a civil lawsuit.

Our official client will be L [REDACTED] as parent and legal guardian of K [REDACTED] M [REDACTED]

We have agreed to represent you with payment contingent on recovery. You have two options regarding that as described below:

[Please select one of the two options below. I ask that you initial the selected option.]

_____ Option A: Attorney fees are one-third (1/3) of the net sum recovered after deducting from the amount recovered expenses and disbursements for expert medical

LW ✓ Option B: In the event that the attorney agrees to pay costs and expenses of the action pursuant to New York State Judiciary Law Section 488(2)(d), fees are one-third (1/3) of the gross sum recovered before deducting expenses and disbursements.


CAGOLDBERG
ATTORNEYS AT LAW

Martinez, 2 of 6

The difference between the two options is that in Option A the cost of all Expenses are deducted first and then attorneys fees are one third of the balance remaining. With Option A, you would pay for expenses and disbursements during the litigation and would be reimbursed for these upon recovery. By way of example, with Option A, if you incurred \$10,000 of expenses and disbursements and there is a \$150,000 recovery, you receive reimbursement of the \$10,000 first and then C. A. Goldberg, PLLC would receive 33 1/3 per cent of the remaining \$140,000 as its contingent fee. Thus C. A. Goldberg, PLLC would receive a net of \$46,666.67 and you would receive a net of \$103,333.33. With Option B, all Expenses throughout are paid for by C. A. Goldberg, PLLC. C.A. Goldberg, PLLC receives its one-third percentage of the recovery, plus reimbursements of expenses and disbursements. By way of example, with Option B, if C. A. Goldberg has advanced or incurred \$10,000 of expenses and there is a \$150,000 recovery, C. A. Goldberg will receive 33 1/3 of \$150,000 as its contingent fee and an additional \$10,000 for reimbursement. Thus C. A. Goldberg will receive a net of \$60,000 and you will receive \$90,000.

Recovery is meant to include anything of value you receive through settlement or judgment, and includes, property, money, benefits, the forgiveness of debt, or any other thing of value, no matter how described, and also includes, without limitation, common law or statutory damages, exemplary, multiplied, or punitive damages, attorneys' fees, interest and court costs. If your recovery is unliquidated, such as an agreement to provide benefits in the future, the value of the recovery means the present value of the property or benefit recovered as of the date of settlement or judgment.

The expenses referenced above (the "Expenses") that may be incurred during the course of the matter include court filing fees, postage, courier fees, hiring experts whose services may be engaged by us on your behalf, process servers, stenographers, depositions, and other expenses reasonably necessary for the proper performance of legal services. In computing the fee, the costs as taxed, including interest upon a judgment, shall be deemed part of the amount recovered.

In the event there is no recovery, you will be required to repay expenses and disbursements advanced or incurred by C. A. Goldberg, PLLC. I don't foresee there being such expenses and disbursements advanced during pre-litigation discussions.

In addition, it is possible your claim will involve in part, a claim for attorneys' fees under state or federal law. Sometimes, courts are reluctant to award a contingent amount as a fee or the law may prevent the award of a contingent amount as a fee. We will therefore keep track of our hourly work on your case to ensure that your fee claim is maximized in the event this case proceeds to a final judgment. However, if there is a final judgment which includes a fee award, you agree that the firm will be entitled to the greater of the contingent fee stated above or the attorneys' fees awarded in the judgment. By way of example, if you recover \$150,000 from a final judgment, \$110,000 of which is for damages, and \$40,000 of which is for attorneys' fees, and the firm has advanced \$20,000 of expenses, then the firm will be paid \$60,000 out of the \$150,000 recovery as its contingent fee and will also be reimbursed its \$20,000 in expenses, so that the net to the client would be \$70,000. Conversely, if you recover \$150,000 in a final judgment, but only \$60,000 of which is for damages and \$90,000 of which is for attorneys' fees, then the firm will be paid \$90,000 as its fee and will be reimbursed the \$20,000 of expenses advanced, so the net to the client would be \$40,000.

During the course of this litigation, it may become necessary for us to obtain co-counsel. You authorize me to do so and empower me to select co-counsel based on the best interests of the case. In the alternative, you authorize me to retain another attorney in an "of counsel" capacity.

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If at any point you wish to fire C. A. Goldberg, PLLC, we will have a lien against any ultimate recovery you obtain. If you wish to discontinue this action altogether, we have the right to seek legal fees based on the rate of \$525/hour and reimbursement of costs and expenses.

Our policy is to attempt a reasonable resolution of your case as expeditiously as possible. However, we cannot control the position taken by the other party or delays caused by the court. It is important that you enter this process aware of these normal frustrations frequently expressed by litigants involved in any legal proceeding.

As the client you may terminate the attorney-client relationship at any time. If at any time, in our sole and exclusive discretion, we believe the sum and substance of this matter to be different than you have represented to us, or we otherwise determine that we can no longer effectively act as counsel to you in this matter, it is within our control to so decide. C. A. Goldberg, PLLC may seek withdrawal from the case if irresolvable conflicts arise, fundamental strategic differences develop, the attorney-client relationship breaks down, continued representation conflicts with the New York State Rules of Professional Conduct, and/or for any other lawful reason at the discretion of C. A. Goldberg, PLLC. Further, if any payment of fees and/or expenses as set forth herein is not made, time being of the essence, you understand, agree and acknowledge that we will seek to withdraw as counsel and that you will not interpose any opposition thereto; in all events you will still be responsible for payment of all sums due and owing to this firm.

Retainer fees are considered earned upon receipt, however any unused portion of the retainer will be returned to you in the event that the case concludes prior to exhaustion of the retainer. Upon the conclusion of the case or withdrawal of either party, any previous amount due will become immediately due. Returned retainer surpluses will be in the form of a check. Bills will be sent monthly to you by email at the address indicated. Payment by credit card of legal fees and the retainer is also an option.

Throughout the course of our work together it will be important that you provide detailed, complete, and accurate information. We will keep you regularly informed of the status of this matter, and shall promptly send you copies of relevant documents and correspondences. You must keep us fully and timely informed of any developments which may impact upon this matter in any form, and you agree that you have fully and honestly described the factual circumstances underlying this matter, whether favorable or adverse to your position.

You acknowledge that you have had an opportunity to discuss the terms of this engagement with our firm. You have the right to arbitrate any fee disputes pursuant to Part 137 of the Rules of the Chief Administrator of the Courts.

We hereby advise you of, and incorporate herein Section 1210.1 of the Joint Rules of the Appellate Division, as follows:

- You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.
- You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).
- You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
- You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and

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receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory.

- In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
- You are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.
- You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.
- You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).
- You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.
- You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.
- You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

Please be advised that, as a matter of law, electronically stored information is an important and irreplaceable source of discovery and/or evidence in any potential litigation. Consequently, we hereby request that you and any party acting under your direction or control, either directly or indirectly, preserve all information relating to the above-referenced matter, including information found in computers, removable electronic media, electronic storage, mobile devices, cloud-based storage, social media. This includes, but is not limited to email and other electronic communication, texts, word processing documents, spreadsheets, databases, calendars, phone logs, contact manager information, internet use logs, social networking data under direct or indirect control, and network access information.

You should also preserve the following platforms in your possession under your direct or indirect control: databases, networks, computer systems, legacy system discs, drives, cartridges, laptop, personal computers, internet data, personal digital assistants, mobile devices, voicemails, audio systems, Tweets, Instagrams, Snapchats, Instant Messages, etc.

The laws and rules prohibiting destruction of evidence apply to electronically stored information in the same manner that they apply to other evidence. Due to its format, electronic information is easily deleted, modified, or corrupted. Accordingly, you must take every reasonable step to preserve the information until the final resolution of this matter. This includes, but is not limited to, an obligation to: discontinue all data destruction and backup tape policies; preserve and not dispose of relevant hardware unless an exact replica of the file is made; preserve and not destroy passwords and encryption procedures, network access codes, ID names, manual, tutorials, written instructions, decompression and reconstruction software; and maintain all other pertinent information and tools needed to access, review, view, and reconstruct all requested or potential relevant electronic data.

Information security and privacy is a huge priority at C. A. Goldberg, PLLC. You agree to do your part to keep private and confidential information secure, including when possible, using two-step authentication on your email accounts and complex unique passwords, creating access codes for your computer(s) and devices, not sharing passwords, and taking great care to keep track of your portable devices. In the event that your computer or portable device is lost or stolen or is subject to any other suspected data breach, you agree to immediately notify Carrie Goldberg. In circumstances requiring extreme privacy precautions, you agree to allow C. A. Goldberg, PLLC to install encryption software on your computer and/or sign-up for a dedicated portal for attorney-client communications. You further agree not to transmit any particularly private information or files by email without pre-notifying Carrie Goldberg. In some situations you may be instructed to transmit it using an alternative method (e.g. portal, thumb drive, mail, personal delivery).

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You further recognize that anything you do or say on social media may be used against you by the opposing party. For that reason, you are **STRONGLY** cautioned to be discrete and noncontroversial with your Internet communications and to strengthen privacy settings on social media to prevent easy access to online information by the opposing party. It is up to you to monitor your online presence during this ongoing legal process.

Our representation is specifically limited to the matter set forth herein. In the event that it becomes necessary to enforce this agreement, then in addition to all other damages, we shall be entitled to attorney's fees, whether pro se, or otherwise. In the event that anything within this agreement is unenforceable, invalid or conflicts with the law, that portion alone shall be severed and the balance of this agreement shall survive.

This agreement shall be considered executed upon the signed returned copy and payment of the retainer fee. Your signature below indicates that you carefully reviewed this letter and fully understand its contents and agree to be bound by the terms contained herein. Additionally, you also acknowledge that this letter encompasses the entire agreement between us and that this overrides any prior discussions or negotiations in connection with the attorney-client relationship.

If the foregoing meets with your approval, please execute below and return along with the retainer payment. We look forward to working with you and to getting you to the other side of this unfortunate situation.

Sincerely,

[Redacted Signature]

Carrie A. Goldberg

Read, understood, accepted and agreed to:

By: [Redacted Signature]

L [Redacted] as parent, legal guardian, and representative of K [Redacted]

By: [Redacted Signature]

Physical Address: [Redacted]

Phone: [Redacted]

I, L [Redacted] hereby represent that I am the legal guardian of K [Redacted] and that I have full authority to make legal decisions on her behalf.

[Redacted Signature]

Date:

03/22/2016

EXHIBIT D

C.A. GOLDBERG

PLLC, NEW YORK

646.666.8908 | 16 COURT STREET, SUITE 2500 | BROOKLYN, NY 11241
AURORE@CAGOLDBERGLAW.COM | WWW.CAGOLDBERGLAW.COM

Client: K M

FEES

| Date | Individual | Description | TIME |
|---------|------------|-------------------------------------------------------------------|------|
| 3/19/16 | CG | calls [REDACTED], Emails [REDACTED] retainer, work on retainer | 2.5 |
| 3/28/16 | CG | Notice of Claim [REDACTED] | 0.5 |
| 3/28/16 | AM | Meeting [REDACTED] | 1 |
| 3/28/16 | AM | Drafted [REDACTED] | 2 |
| 3/31/16 | AM | Drafted [REDACTED] | 3 |
| 4/1/16 | AM | Drafted [REDACTED] | 3 |
| 4/4/16 | CG | Edits to FOIL letter, Noice of Claim | 2.6 |
| 4/5/16 | CG | [REDACTED] timeline [REDACTED] | 0.25 |
| 4/5/16 | CG | [REDACTED] edits and sent preservation | 0.75 |
| 4/5/16 | AM | Conv. With [REDACTED] | 0.09 |
| 4/5/16 | AM | Preliminary research | 1.5 |
| 4/5/16 | AM | Drafted retainer [REDACTED] | 0.75 |
| 4/5/16 | CG | Reviewed documents | 0.25 |
| 4/5/16 | AM | Edits [REDACTED] | 3.5 |
| 4/5/16 | AM | [REDACTED] | 0.34 |
| 4/5/16 | CG | Sent [REDACTED] | 0.35 |
| 4/5/16 | CG | email [REDACTED] | 0.25 |
| 4/7/16 | AM | Research [REDACTED] | 2.5 |
| 4/7/16 | AM | [REDACTED] meeting [REDACTED] | 0.84 |
| 4/8/16 | AM | Research [REDACTED] | 0.17 |
| 4/8/16 | AM | Drafted [REDACTED] & reviewed [REDACTED] | 3 |
| 4/8/16 | CG | email to [REDACTED] | 0.25 |
| 4/8/16 | CG | emails [REDACTED] | 0.5 |
| 4/11/16 | CG | Email [REDACTED] | 0.2 |
| 4/11/16 | CG | Meeting [REDACTED] | 0.5 |
| 4/15/16 | AM | Research [REDACTED] | 4.5 |
| 4/18/16 | AM | Research [REDACTED] | 1.5 |
| 4/18/16 | AM | Editing [REDACTED] | 2.5 |
| 4/18/16 | AM | Reviewed [REDACTED] | 1 |
| 4/19/16 | AM | Continued [REDACTED] draft [REDACTED] | 3 |
| 4/19/16 | AM | [REDACTED] research [REDACTED] | 3.5 |
| 4/20/16 | AM | Drafted [REDACTED] | 2.25 |
| 4/20/16 | AM | Worked on [REDACTED] | 5 |
| 4/21/16 | AM | Finished Draft [REDACTED] | 0.5 |
| 4/21/16 | AM | Drafted and Edited [REDACTED] | 4 |
| 4/26/16 | AM | [REDACTED] Meeting [REDACTED] | 3 |
| 4/28/16 | AM | Revisions to [REDACTED] | 3.5 |
| 4/29/16 | AM | Finished [REDACTED] revisions [REDACTED] | 1.5 |
| 4/29/16 | AM | Received and reviewed letter [REDACTED] | 0.17 |
| 4/29/16 | AM | [REDACTED] | 1.25 |
| 5/2/16 | AM | Certified mail [REDACTED] | 0.5 |
| 5/4/16 | AM | Received document request line [REDACTED] | 0.25 |
| 5/6/16 | CG | Call [REDACTED] | 0.2 |
| 5/6/16 | CG | Edited [REDACTED] | 2.5 |
| 5/11/15 | AM | [REDACTED] revision to [REDACTED] | 4 |
| 5/12/16 | AM | Revisions [REDACTED] | 1.25 |
| 5/12/16 | AM | Made additional changes [REDACTED] | 3 |
| 5/12/16 | AM | Reviewed [REDACTED] | 0.25 |
| 5/12/16 | AM | Meeting [REDACTED] | 2.25 |
| 5/13/15 | AM | Reviewed and researched [REDACTED] | 1 |
| 5/13/16 | AM | LVM for [REDACTED] | 0.09 |

| | | |
|------------|------------------------------------------------------------|------|
| 5/13/16 AM | Conversation [REDACTED] | 0.25 |
| 5/16/16 AM | Received & reviewed letter [REDACTED] | 0.17 |
| 5/17/16 AM | Research [REDACTED] | 1 |
| 5/18/16 AM | Drafted [REDACTED] | 3.5 |
| 5/19/16 AM | Research and writing [REDACTED] | 3.25 |
| 5/19/16 AM | Spoke to [REDACTED] | 0.09 |
| 5/20/16 AM | Drafted [REDACTED] | 0.75 |
| 5/20/16 AM | Research [REDACTED] | 1.1 |
| 5/22/16 AM | Edits [REDACTED] Research [REDACTED] | 1.25 |
| 5/23/16 CG | Reviewed [REDACTED] | 1.25 |
| 5/23/16 AM | Edited [REDACTED] | 1.5 |
| 5/23/16 AM | Research [REDACTED] | 0.75 |
| 5/24/16 AM | Worked on [REDACTED] | 1.25 |
| 5/24/16 AM | Research [REDACTED] | 0.34 |
| 5/25/16 AM | Drafting [REDACTED] | 3 |
| 5/25/16 AM | Research/writing [REDACTED] | 3 |
| 5/26/16 AM | Drafting [REDACTED] | 3.5 |
| 5/26/16 AM | Worked on draft [REDACTED] | 1.5 |
| 5/26/16 AM | Talk w/ CG [REDACTED] | 1.5 |
| 5/27/16 AM | Drafting [REDACTED] | 1 |
| 5/27/16 CG | [REDACTED] edits [REDACTED] | 1.25 |
| 5/31/16 AM | Rereading [REDACTED] | 1.1 |
| 5/31/16 AM | Made changes to [REDACTED] | 2 |
| 5/31/16 AM | Edits [REDACTED] | 0.25 |
| 5/31/16 AM | Drafting [REDACTED] | 1.5 |
| 5/31/16 AM | Editing [REDACTED] | 0.5 |
| 5/31/16 AM | Additional Editing [REDACTED] | 2 |
| 5/31/16 CG | Final [REDACTED] edits [REDACTED] | 1 |
| 6/1/16 AM | [REDACTED] Edits/Exhibits [REDACTED] | 0.5 |
| 6/1/16 AM | Finalizing [REDACTED] | 1.6 |
| 6/1/16 CG | Final edits [REDACTED] | 5 |
| 6/1/16 CG | redaction [REDACTED] | 0.25 |
| 6/1/16 CG | email [REDACTED] | 0.25 |
| 6/2/16 AM | Redacting [REDACTED] | 2.5 |
| 6/3/16 CG | Email & Call [REDACTED] | 0.5 |
| 6/3/16 AM | Talked to [REDACTED] | 0.75 |
| 6/6/16 AM | Emailing [REDACTED] | 0.25 |
| 6/9/16 AM | Talked [REDACTED] | 0.5 |
| 6/9/16 AM | Working on [REDACTED] | 1 |
| 6/9/16 CG | emails to [REDACTED] | 0.5 |
| 6/10/16 AM | research [REDACTED] | 2.25 |
| 6/10/16 AM | Call from [REDACTED] | 0.25 |
| 6/13/16 AM | Foil request [REDACTED] received and reviewed [REDACTED] | 0.1 |
| 6/14/16 AM | Talk [REDACTED] | 0.25 |
| 6/14/16 AM | Talk [REDACTED] | 0.34 |
| 6/14/16 AM | Research [REDACTED] | 0.75 |
| 6/15/16 AM | Work on [REDACTED] | 0.5 |
| 6/15/16 AM | Additional Research [REDACTED] | 1.5 |
| 6/16/16 AM | Received and reviewed [REDACTED] | 0.1 |
| 6/17/16 CG | Call [REDACTED] | 0.09 |
| 6/17/16 AM | Scheduling [REDACTED] | 0.75 |
| 6/17/18 CG | email to [REDACTED] | 0.5 |
| 6/20/16 AM | Talked to [REDACTED] | 0.25 |
| 6/20/16 AM | [REDACTED] called to discuss [REDACTED] further [REDACTED] | 0.1 |
| 6/21/16 AM | Prep for [REDACTED] | 2.5 |
| 6/23/16 AM | Research [REDACTED] | 1 |
| 6/23/16 AM | Research [REDACTED] | 1 |
| 6/25/16 AM | Research [REDACTED] | 2 |

| | | | |
|------------|----------------------------|------------|------|
| 6/27/16 AM | Research | [REDACTED] | 2 |
| 6/27/16 CG | Redacted | [REDACTED] | 0.25 |
| 6/27/16 CG | Meeting at | [REDACTED] | 3.25 |
| 6/28/16 AM | Reading sample | [REDACTED] | 1.25 |
| 6/28/26 AM | Research | [REDACTED] | 0.5 |
| 6/29/16 AM | Research | [REDACTED] | 1 |
| 7/5/16 AM | [REDACTED] meeting | [REDACTED] | 2.5 |
| 7/5/16 AM | Working on | [REDACTED] | 0.75 |
| 7/6/16 AM | Prep | [REDACTED] | 1 |
| 7/6/16 AM | Contd. Work | [REDACTED] | 2.5 |
| 7/6/16 AM | Meeting | [REDACTED] | 1.5 |
| 7/6/16 AM | Calendering | [REDACTED] | 0.34 |
| 7/6/16 CG | Meeting | [REDACTED] | 1.5 |
| 7/6/16 CG | Meeting | [REDACTED] | 2.5 |
| 7/6/16 CG | Call | [REDACTED] | 0.15 |
| 7/7/16 AM | [REDACTED] meeting | [REDACTED] | 1.4 |
| 7/7/16 AM | [REDACTED] office | [REDACTED] | 0.05 |
| 7/7/16 AM | Drafted | [REDACTED] | 0.75 |
| 7/7/16 AM | Reviewing | [REDACTED] | 1 |
| 7/7/16 AM | Edits | [REDACTED] | 0.1 |
| 7/7/16 AM | Draft, | [REDACTED] | 0.75 |
| 7/7/16 CG | edits | [REDACTED] | 0.25 |
| 7/8/16 AM | Call | [REDACTED] | 0.05 |
| 7/8/16 AM | Prep | [REDACTED] | 2.5 |
| 7/11/16 CG | Email | [REDACTED] | 0.1 |
| 7/11/16 AM | [REDACTED] questionnaire | [REDACTED] | 1.75 |
| 7/11/16 AM | Prep | [REDACTED] | 1.5 |
| 7/11/16 AM | Finished draft | [REDACTED] | 0.5 |
| 7/12/16 AM | [REDACTED] meet with | [REDACTED] | 1.75 |
| 7/12/16 CG | Meeting | [REDACTED] | 1.75 |
| 7/12/16 CG | Message | [REDACTED] | 0.1 |
| 7/13/16 AM | Call | [REDACTED] | 0.2 |
| 7/13/16 AM | Emailed | [REDACTED] | 0.5 |
| 7/19/16 AM | Prep | [REDACTED] | 0.25 |
| 7/19/16 AM | Drafting email | [REDACTED] | 0.25 |
| 7/19/16 AM | Call | [REDACTED] | 0.25 |
| 7/21/16 AM | Call | [REDACTED] | 0.1 |
| 7/22/16 AM | Additional research | [REDACTED] | 1.5 |
| 7/22/16 AM | Research | [REDACTED] | 1.25 |
| 7/25/16 AM | Making outline | [REDACTED] | 1.75 |
| 7/25/16 AM | Reviewing | [REDACTED] | 1.75 |
| 7/26/16 AM | Research | [REDACTED] | 1.75 |
| 7/28/16 AM | Additional [REDACTED] work | [REDACTED] | 1.25 |
| 7/29/16 AM | Call | [REDACTED] | 0.5 |
| 7/30/16 AM | Drafting addendum | [REDACTED] | 3.5 |
| 7/31/26 CG | Reviewed complaint | [REDACTED] | 1 |
| 8/1/16 CG | emails with | [REDACTED] | 1 |
| 8/3/16 AM | Sending | [REDACTED] | 0.5 |
| 8/3/16 AM | [REDACTED] meeting | [REDACTED] | 0.25 |
| 8/6/16 CG | email to | [REDACTED] | 0.25 |
| 8/9/16 AM | Sorted and finalized | [REDACTED] | 0.25 |
| 8/10/16 AM | [REDACTED] return date | [REDACTED] | 0.1 |
| 8/11/16 AM | Prep | [REDACTED] | 1.75 |
| 8/16/16 AM | Received Notice | [REDACTED] | 0 |
| 8/16/16 LL | Reviewed and filed | [REDACTED] | 4 |
| 8/17/16 AM | Talking | [REDACTED] | 0.5 |
| 8/17/16 LL | Contd. Work | [REDACTED] | 1.5 |
| 8/17/16 CG | Edited | [REDACTED] | 1 |
| 8/17/16 LL | Incorporated | [REDACTED] | 2 |
| 8/18/16 AM | Phone call | [REDACTED] | 0.2 |
| 8/19/16 LL | scheduled call | [REDACTED] | 0.02 |

| | | |
|-------------|----------------------------------------|------|
| 8/22/16 LL | Called [REDACTED] | 0.25 |
| 8/23/16 LL | Call [REDACTED] | 0.09 |
| 8/28/16 CG | Mtg and [REDACTED] email [REDACTED] | 1.5 |
| 8/30/16 LL | Call [REDACTED] | 0.04 |
| 8/31/16 LL | Call [REDACTED] & convo. w/ [REDACTED] | 0.5 |
| 8/31/16 LL | Saw [REDACTED] | 0.09 |
| 8/31/16 CG | arranged for pick-up of [REDACTED] | 0.5 |
| 9/1/16 LL | Call [REDACTED] | 0.04 |
| 9/1/16 LL | Call [REDACTED] | 0.09 |
| 9/7/16 LL | Received email [REDACTED] | 0.09 |
| 9/9/16 LL | Meeting [REDACTED] | 0.75 |
| 9/9/16 LL | [REDACTED] | 0.42 |
| 9/9/16 CC | Reviewed [REDACTED] | 1.5 |
| 9/9/16 CG | attempts to review [REDACTED] | 1 |
| 9/12/16 LL | Phone call [REDACTED] | 0.09 |
| 9/14/16 LL | Phone call [REDACTED] | 0.04 |
| 9/14/16 LL | Phone call [REDACTED] | 0.09 |
| 9/14/16 LL | Conversation [REDACTED] | 0.09 |
| 9/15/16 LL | [REDACTED] in office | 0.09 |
| 9/15/16 LL | Watched and recorded [REDACTED] | 0.59 |
| 9/20/16 LL | Viewed [REDACTED] | 0.09 |
| 9/20/16 AM | Folder Division and research | 2.5 |
| 9/20/16 LL | [REDACTED] reviewing | 0.04 |
| 9/20/16 LL | Recorded [REDACTED] | 1 |
| 9/20/16 LL | Reviewed [REDACTED] | 0.07 |
| 9/21/16 AM | Reviewed [REDACTED] | 1.25 |
| 9/22/16 AM | [REDACTED] Prep | 0.75 |
| 9/23/16 AM | Call [REDACTED] | 0.1 |
| 9/29/16 LL | Met [REDACTED] | 1.75 |
| 9/29/16 AM | Meeting [REDACTED] | 1.75 |
| 10/3/16 LL | Reviewed [REDACTED] | 1.5 |
| 10/4/16 CG | Email [REDACTED] | 0.2 |
| 10/4/16 LL | Met [REDACTED] | 0.17 |
| 10/4/16 AM | Meeting [REDACTED] | 2.25 |
| 10/4/16 LL | Reviewed [REDACTED] | 2.5 |
| 10/5/16 CG | emails with [REDACTED] | 0.25 |
| 10/8/16 CG | emails with [REDACTED] | 0.25 |
| 10/8/16 CG | notice [REDACTED] | 0.25 |
| 10/12/16 AM | Call [REDACTED] | 0.1 |
| 10/13/16 LL | Research [REDACTED] | 0.25 |
| 10/13/16 LL | Reviewed [REDACTED] | 1.75 |
| 10/13/16 AM | Prep for meeting [REDACTED] | 0.75 |
| 10/13/16 AM | Meeting [REDACTED] | 2.5 |
| 10/26/16 AM | Meeting [REDACTED] | 0.5 |
| 10/26/16 CG | meeting [REDACTED] | 0.5 |
| 10/26/16 AM | Call [REDACTED] | 0.1 |
| 11/2/16 CG | Call [REDACTED] | 0.15 |
| 11/2/16 AM | Meeting [REDACTED] | 1.5 |
| 11/2/16 LL | Meeting [REDACTED] | 1.5 |
| 11/3/16 LL | [REDACTED] review | 0.17 |
| 11/4/16 LL | Reviewed [REDACTED] | 1 |
| 11/4/16 LL | Reviewed [REDACTED] | 0.75 |
| 11/9/16 LL | Called [REDACTED] | 0.05 |
| 11/9/16 LL | Meeting [REDACTED] | 4 |
| 11/9/16 AM | Meeting [REDACTED] | 4 |
| 11/9/16 CG | Meeting [REDACTED] | 4 |
| 11/9/16 LL | Call [REDACTED] | 0.04 |
| 11/10/16 LL | Called [REDACTED] | 0.25 |
| 11/11/16 LL | Reviewed and prepped [REDACTED] | 1.5 |
| 11/11/16 AM | Reviewing [REDACTED] | 1.25 |

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|-------------|------------------------------------------------|------|
| 11/13/16 AM | Additional review of [REDACTED] | 1.25 |
| 11/14/16 LL | Spoke [REDACTED] | 0.09 |
| 11/15/16 AM | Prep for [REDACTED] | 1.75 |
| 11/15/16 AM | [REDACTED] prep work | 0.5 |
| 11/16/16 AM | Prep for [REDACTED] | 1 |
| 11/16/16 CG | Prep for [REDACTED] | 1.5 |
| 11/16/16 AM | Meeting [REDACTED] | 1.5 |
| 11/17/16 LL | Call [REDACTED] | 0.05 |
| 11/17/16 LL | Reviewed [REDACTED] | 1.5 |
| 11/17/16 LL | Phone conv. [REDACTED] | 0.34 |
| 11/19/16 LL | Discussed [REDACTED] | 0.5 |
| 11/20/16 LL | Reviewed [REDACTED] | 1.5 |
| 11/21/16 AM | Email for [REDACTED] | 1 |
| 11/21/16 LL | Prepared [REDACTED] | 2 |
| 11/21/16 LL | 50-H Hearing | 3 |
| 11/21/16 AM | 50-H Hearing | 3 |
| 11/30/16 AM | Call [REDACTED] | 0.1 |
| 1/30/17 AM | Reviewing [REDACTED] | 1.25 |
| 2/7/17 LL | Call [REDACTED] | 0.17 |
| 3/13/17 AM | Call [REDACTED] | 0.2 |
| 10/11/17 AD | Research | 2 |
| 10/12/17 AD | Cont. reviewing evidence | 2.09 |
| 10/16/17 AD | Research on [REDACTED] | 2 |
| 10/17/17 AD | Reviewed [REDACTED] | 1.5 |
| 10/17/17 AM | Prepped for meeting | 1 |
| 10/17/17 AD | Worked on research [REDACTED] | 1.5 |
| 10/17/17 AD | Meeting [REDACTED] | 2.5 |
| 10/17/17 AM | [REDACTED] meeting w/ [REDACTED] wrap up | 2.5 |
| 10/18/17 AD | Cont. w/ research and draft | 3.5 |
| 10/19/17 AD | Reviewed [REDACTED] | 1 |
| 10/19/17 CG | emails [REDACTED] | 0.25 |
| 10/20/17 AD | Research | 2.5 |
| 10/23/17 AD | Research and finalized claims | 2.65 |
| 10/24/17 CG | Edits to complaint | 2 |
| 10/24/17 AD | Reviewed [REDACTED] | 2.69 |
| 10/24/17 AD | Met with [REDACTED] | 0.5 |
| 10/25/17 CG | [REDACTED] edits | 1 |
| 10/25/17 AD | Additional research and edits [REDACTED] | 1.5 |
| 10/26/17 AD | Additional research for [REDACTED] | 3 |
| 10/27/17 AD | Edits [REDACTED] | 0.1 |
| 10/27/17 AD | Spoke w/ [REDACTED] | 0.05 |
| 10/30/17 CG | Edits to [REDACTED] | 1 |
| 10/30/17 AD | Reviewed SDNY local rules and ECF filing rules | 0.7 |
| 10/30/17 AD | Reviewed and edited [REDACTED] | 1.54 |
| 10/31/17 AM | Draft [REDACTED] review and edits | 2.5 |
| 10/31/17 AD | Incorporated edits and filed electronically | 1.5 |
| 10/31/17 AD | Filing [REDACTED] | 1 |
| 11/1/17 AD | Request for summons filing [REDACTED] | 1 |
| 11/2/17 AD | Drafted [REDACTED] | 1 |
| 11/2/17 AD | Refiled complaint and civil cover sheet | 1.25 |
| 11/3/17 AD | [REDACTED] complaint, notice of lawsuit | 2 |
| 11/8/17 AD | Called [REDACTED] | 0.12 |
| 11/9/17 AD | Called [REDACTED] | 0.09 |
| 11/9/17 AD | Left message [REDACTED] | 0.15 |
| 11/10/17 AD | Emailed [REDACTED] | 0.09 |
| 11/15/17 AD | Spoke w/ [REDACTED] | 0.27 |
| 12/20/17 AD | Spoke w/ [REDACTED] | 0.25 |
| 12/21/17 AD | Research on [REDACTED] | 1 |
| 12/22/17 AD | Cont. research | 2 |
| 12/29/17 AD | Cont. reviewing [REDACTED] | 2 |

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|-------------|---------------------------------------------|------|
| 12/30/17 AD | Finished reviewing [REDACTED] | 0.4 |
| 1/1/18 AD | [REDACTED] research | 2 |
| 1/2/18 AD | Reviewed [REDACTED] | 0.1 |
| 1/3/18 AM | Call [REDACTED] | 0.4 |
| 1/3/18 AD | Chat [REDACTED] | 0.3 |
| 1/3/18 CG | meeting with [REDACTED] | 0.3 |
| 1/3/18 AD | Meeting [REDACTED] | 1.2 |
| 1/3/18 AD | Call w/ [REDACTED] | 0.34 |
| 1/4/18 AD | Research [REDACTED] | 1 |
| 1/9/18 AD | Email exchange w/ [REDACTED] | 1 |
| 1/10/18 AM | Call w/ [REDACTED] | 0.1 |
| 1/10/18 AM | Call w/ [REDACTED] | 0.6 |
| 1/10/18 AD | Call w/ [REDACTED] | 0.5 |
| 1/11/18 AD | Cont research [REDACTED] | 4 |
| 1/12/18 AM | Research [REDACTED] | 0.6 |
| 1/12/18 AD | Spoke w/ [REDACTED] | 0.5 |
| 1/15/18 AD | Research for [REDACTED] | 0.5 |
| 1/16/18 AD | Phone call w/ [REDACTED] | 0.17 |
| 1/16/18 AD | [REDACTED] Court file | 0.5 |
| 1/17/18 AM | Calls with [REDACTED] | 0.75 |
| 1/17/18 AD | Emailed [REDACTED] | 0.04 |
| 1/17/18 AD | Reviewed [REDACTED] | 2 |
| 1/17/18 AD | Emailed [REDACTED] | 0.04 |
| 1/18/18 AD | Final revision to [REDACTED] | 0.52 |
| 1/18/18 AD | Drafted [REDACTED] | 1.5 |
| 1/19/18 AM | Prep and trip [REDACTED] | 2.25 |
| 1/19/18 AD | Prep for [REDACTED] | 2.5 |
| 1/19/18 AD | Edits to [REDACTED] | 0.34 |
| 1/19/18 AD | Email exchange [REDACTED] | 0.14 |
| 1/19/18 AD | Reviewed [REDACTED] | 1.5 |
| 1/22/18 AD | Email exchange [REDACTED] conference call | 0.25 |
| 1/22/18 AD | Email to [REDACTED] | 0.04 |
| 1/22/18 AD | Call w/ [REDACTED] | 0.36 |
| 1/23/18 AD | Meeting with [REDACTED] | 0.75 |
| 1/23/18 AM | Meeting with [REDACTED] | 0.5 |
| 1/23/18 AD | Prepared [REDACTED] | 1 |
| 1/23/18 AD | Sent HIPPA request to [REDACTED] | 0.07 |
| 1/24/18 AD | Reviewed [REDACTED] | 0.5 |
| 1/25/18 AM | Call with [REDACTED] | 0.2 |
| 1/25/18 AD | Research and sent [REDACTED] | 2.5 |
| 1/28/18 AD | Email to [REDACTED] | 0.25 |
| 1/30/18 AD | Research & email exchange w/ [REDACTED] | 2.5 |
| 2/1/18 AM | Research & document [REDACTED] | 0.75 |
| 2/2/18 AM | [REDACTED] reviewing records | 2 |
| 2/2/18 AD | Research & email exchange w/ [REDACTED] | 2.5 |
| 2/6/18 AD | Call w/ [REDACTED] | 0.14 |
| 2/7/18 AD | Reviewed court filings and medical records | 3 |
| 2/7/18 AD | Amending complaint | 0.5 |
| 2/8/18 AD | Work on complaint | 1 |
| 2/9/18 AD | Completed draft of complaint | 1.25 |
| 2/12/18 AD | Filed complaint | 0.5 |
| 2/14/18 AD | Drafting [REDACTED] settlement letter | 0.75 |
| 2/19/18 AD | Drafted letter and emailed to Judge Netburn | 2 |
| 2/20/18 AD | Called [REDACTED] | 0.09 |
| 2/22/18 AD | Research and review | 3 |
| 2/23/18 AD | Prep for settlement conference | 1.5 |
| 2/23/18 AD | Research and review | 1.5 |
| 2/23/18 AD | Meeting [REDACTED] | 0.75 |

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|--------------------|-----------------------------------------------------------------------------------------|---------------|
| 2/26/18 AM | Mediation w/ Magistrate Judge | 5 |
| 2/26/18 AD | Settlement conference w/ Magistrate Judge | 5 |
| 2/27/18 AD | ██████████ documents request | 1.5 |
| 3/1/18 AD | Drafting initial request for documents | 1.75 |
| 3/1/18 AD | ██████████ drafting | 1 |
| 3/2/18 AD | ██████████ drafting interrogatories | 2 |
| 3/2/18 AD | Conversation w/ ██████████ | 0.14 |
| 3/5/18 AD | Spoke with ██████████ | 0.14 |
| 3/5/18 AD | Research | 1 |
| 3/6/18 AD | Spoke with ██████████ | 0.17 |
| 3/6/18 AD | Spoke ██████████ | 0.2 |
| 3/6/18 AD | Review of records | 1.5 |
| 3/8/18 AD | Call from ██████████ | 0.09 |
| 3/9/18 AD | Call ██████████ | 0.1 |
| 3/9/18 AD | Email exchange with ██████████ | 0.34 |
| 3/9/18 AD | Research | 1.25 |
| 3/12/18 AD | Call w/ ██████████ | 0.17 |
| 3/13/18 AD | Research on ██████████ | 0.5 |
| 3/14/18 AD | Work on ██████████ | 0.5 |
| 3/15/18 AK | Call w/ ██████████ | 0.45 |
| 3/15/18 AK | Call w/ ██████████ | 0.25 |
| 3/19/18 AD | Settlement ██████████ | 0.5 |
| 3/21/18 AD | Preliminary review of settlement | 0.5 |
| 3/23/18 AD | Reply to ██████████ | 0.07 |
| 3/30/18 AD | Reviewed structured settlement proposals | 0.75 |
| 3/20/18 AK | Email w/ ██████████ | 0.3 |
| 3/30/18 AD | ██████████ request for settlement | 0.4 |
| 4/2/18 AD | Called ██████████ | 0.14 |
| 4/2/18 AD | Drafted motion letter for extension | 0.5 |
| 4/5/18 AD | Meeting ██████████ | 1.5 |
| 4/10/18 AD | ██████████ drafting ██████████ | 0.75 |
| 4/11/18 AM | Meeting ██████████ | 0.5 |
| 4/12/18 AD | Request for ██████████ | 0.5 |
| 4/12/18 AD | Email exchanges ██████████ call to ██████████ | 0.25 |
| 4/13/18 AD | Reviewed reports | 0.14 |
| 4/16/18 AD | Reviewed and edited ██████████ | 1.11 |
| 4/16/18 AD | Email & calls ██████████ & filing w/ court | 1 |
| 4/16/18 AD | Drafted ██████████ | 0.68 |
| 5/4/18 AD | Work on ██████████ | 0.26 |
| 5/4/18 AD | Drafting ██████████ | 1.95 |
| 5/7/18 AD | Drafting ██████████ | 1.21 |
| 5/8/18 AD | Affirmation ██████████ | 0.27 |
| 5/8/18 AD | Call ██████████ | 0.04 |
| 5/10/18 AD | Call ██████████ | 0.04 |
| 5/11/18 AK | Preparation ██████████ | 5 |
| 5/14/18 AD | Finished Affidavit ██████████ met with ██████████ and reviewed ██████████ | 2.5 |
| 5/14/18 AK | Edits ██████████ | 0.5 |
| 5/15/18 AD | Finished draft of ██████████ reviewed ██████████ drafted ██████████ reviewed ██████████ | 3.5 |
| TOTAL Hours | | 447.61 |

| EXPENSES | | | | |
|-----------------|--|------------------------------------------|-----------------|--|
| Date | | Description | Cost | |
| 10/31/17 | | Filing Fee - Complaint - SDNY | \$400.00 | |
| 1/16/18 | | Copy Fees for Sarina Taylor Court File | \$47.25 | |
| 1/23/18 | | Certified Mail receipts - HIPAA Releases | \$7.90 | |
| 2/2/18 | | | \$3.75 | |
| 2/8/18 | | Fee for Brookdale Medical Records | \$216.00 | |
| | | | | |
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| | | Total Expenses | \$674.90 | |
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