

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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KIT-YIN SNYDER AND RICHARD HAAS,

Plaintiffs,

22-CV-03873 (LAK)

v.

ERIC ADAMS, Mayor of the City of New York, in his
official capacity, and **THE CITY OF NEW YORK**,

Defendants.

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SETTLEMENT AGREEMENT

WHEREAS, on April 11, 2022, the New York City Department of Design and Construction, the New York City Department of Cultural Affairs, and the New York City Department of Corrections made a presentation before the New York City Public Design Commission (hereafter the “April Presentation”) in connection with the demolition of the Manhattan Detention Complex (“MDC”) in which they represented that five works (hereafter the “Works”) created by plaintiffs KIT-YIN SNYDER and RICHARD HAAS, (hereinafter “Plaintiffs”), could either be “[r]ecreate[d]... in new materials, at the new [Borough Based Jail Manhattan] Facility or at an alternative site, in consultation with artist” or “[r]e-install[ed]...in new materials, at the new [Borough Based Jail Manhattan] Facility or at an alternative site, in consultation with artist;” and

WHEREAS, Plaintiffs subsequently commenced this action by filing a Complaint, seeking *inter alia*, a declaration that Plaintiffs have the right pursuant to 17 U.S.C. § 106A(d)(3) to prevent any intentional destruction, distortion, mutilation, or other modification of each of their individual works of visual art for a period consisting of their individual lifetimes; and

WHEREAS, Defendants ERIC ADAMS, Mayor of the City of New York, in his official capacity, and the City of New York (hereinafter “Defendants”) moved to dismiss the Complaint on August 8, 2022 pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure; and

WHEREAS, Plaintiffs submitted their opposition to Defendants’ motion to dismiss on September 6, 2022; and

WHEREAS, Defendants submitted their reply memorandum in further support of their motion to dismiss on September 19, 2022; and

WHEREAS, the parties to this action now desire to resolve all claims asserted in the Complaint without further proceedings and without admitting any fault or liability;

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

1. Defendants will make their best efforts to comply with the representations made in the April Presentation, including by investigating and exploring locations for recreating or reinstalling the Works in consultation with Plaintiffs, subject to Defendants’ approval processes by various City agencies and the City’s procurement procedures.

2. Plaintiffs and Defendants will execute a Stipulation and Order of Discontinuance with prejudice in the form annexed hereto as Exhibit A;

3. Upon execution of this Settlement Agreement, Plaintiffs shall be deemed to have released Defendants, and all departments, officials, employees, representatives and agents of the City of New York, past and present, in their individual or official capacities, from each and every allegation, claim, and right to damages arising from the acts and omissions complained of in the Complaint.

4. This agreement is not to be construed as an admission that Defendants, or any departments, officials, employees, representatives and agents of the City of New York, past and present, in their individual or official capacities, violated any applicable law, rule or regulation, or are in any way liable for the allegations asserted in the Complaint.


5. This Stipulation contains all the terms and conditions agreed upon by the parties, 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 contained herein.

6. The parties have reviewed and revised this Stipulation, and any rule of construction, by which any ambiguities are to be resolved against the drafting party, shall not be applied in the interpretation of this Stipulation.

7. This Stipulation may be executed in counterparts, and facsimile execution of this Stipulation by the undersigned shall constitute original signatures for filing with the court.

Dated: New York, New York
January 24, 2023

**SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP**


By: _____
Robert S. Friedman
Daniel Brown
Emily D. Anderson
Chloe Chung (*admitted pro hac vice*)

30 Rockefeller Plaza
New York, New York 10112
Telephone: (212) 653-8700
Email: rfriedman@sheppardmullin.com
dlbrown@sheppardmullin.com
emanderson@sheppardmullin.com
cchung@sheppardmullin.com

Attorneys for Plaintiffs

**OFFICE OF THE CORPORATION
COUNSEL OF THE CITY OF NEW YORK**


By: _____
Gati Dalal
Genan Faye Zilkha

100 Church Street
New York, NY 10007
Telephone: (212)-356-2194
Email: gdalal@law.nyc.gov
gzilkha@law.nyc.gov

Attorneys for Defendants