

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

At an IAS Part 3 of the Supreme Court
of the State of New York held in and for the County
of the Bronx, at a courthouse thereof located at
851 Grand Concourse, Bronx, New York, on the
_____ day of DECEMBER, 2024
MITCHELL J. DANZIGER
Present: Hon. _____
J.S.C.

OSCAR ONADIA, on behalf of himself and others
similarly situated,

Index No.: 0300940/2010

ORDER TO SHOW CAUSE

Plaintiff(s),

-against-

THE CITY OF NEW YORK, *et al.*,

Defendant.

UPON READING AND FILING of the annexed Affirmation of Matthew D.

Brinckerhoff, dated December 11, 2024, with the Settlement Agreement dated May 20, 2024 and
Proposed Preliminary Approval Order annexed as exhibits thereto; the accompanying
Affirmation of Bryn Bridley, dated December 11, 2024 and the exhibits thereto; and upon all
prior pleadings and proceedings in this action,

LET the Defendant City of New York through its counsel appear and show cause,
before the Hon. Mitchell J. Danziger, J.S.C. AT AN IAS PART 3, ROOM 707
at the Courthouse located at 851 Grand Concourse, Bronx,
New York, on the 18 day of December 2024, at 9:30 a.m./p.m., or as soon thereafter as
counsel may be heard, why the Court should not issue an order:

1. Pursuant to CPLR 908, granting preliminary approval of the Settlement Agreement;

2. Certifying the settlement class (the "Settlement Class") and appointing
Emery Celli Brinckerhoff Abady Ward & Maazel LLP and Benno & Associates, P.C. as class
counsel for the Settlement Class ("Class Counsel");

3. Approving Atticus Administration LLC ("Atticus") as the settlement administrator (the "Administrator");
4. Approving the form, content, and manner of notice to the Settlement Class and authorize notice to be distributed in the manner described in the Affirmation of Bryn Bridley, as well as the proposed notices to Class Members and the proposed Claim Form annexed thereto as exhibits;
5. Ordering Defendant to pay the costs of notice and administration to the Administrator pursuant to the terms and conditions set forth in the Settlement Agreement; and
6. Granting such other relief as may be just and proper.

SUFFICIENT CAUSE HAVING BEEN ALLEGED THEREFOR, it is hereby:

ORDERED that service of a conformed copy of this Order to Show Cause and the papers upon which it is based upon Defendants' attorneys, the New York City Law Department, 100 Church Street, New York, New York, via ~~NYSCEF e-filing~~ OVERNIGHT DELIVERY SERVICE ON OR BEFORE THE 19th DAY OF DECEMBER 2024 shall be deemed good and sufficient service hereof; and it is further

ORDERED that Defendants shall serve answering papers, if any, upon Plaintiff's attorneys by ~~NYSCEF by e-filing no later than the return date of this Order to Show Cause.~~ OVERNIGHT DELIVERY SERVICE ON OR BEFORE THE 19th DAY OF DEC 20

ENTER.

Hon. Mitchell J. Danziger

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX, PART 3OSCAR D. ALONSO by ROBERTA L. HATZEL
PLAINTIFF

Index No.

300940/2010

City of New York, et al.,
-against-

Hon.

Mitchell J. Danziger

Justice Supreme Court

DEFENDANT

The following papers numbered 1 to _____ were read on this motion (Seq. No. _____)
for _____ noticed on _____.

Notice of Motion - Order to Show Cause - Exhibits and Affidavits Annexed	No(s).
Answering Affidavit and Exhibits	No(s).
Replying Affidavit and Exhibits	No(s).

Upon the foregoing papers, it is ordered that this motion is

DECIDED PER ANSWERED ~~HEARD~~ ORDER
 SETBACK MEETING SET FOR
 T FINAL BRIEFING
 10/6/2025 AT 10:00 AM.

Motion is Respectfully Referred to Justice:

Dated:

Dated:

10/18/25

Hon.

Mitchell J. Danziger, JSC

1. CHECK ONE.....
☐ CASE DISPOSED IN ITS ENTIRETY ☐ CASE STILL ACTIVE
 2. MOTION IS.....
☐ GRANTED ☐ DENIED ☐ GRANTED IN PART ☐ OTHER
 3. CHECK IF APPROPRIATE.....
☐ SETTLE ORDER ☐ SUBMIT ORDER ☐ SCHEDULE APPEARANCE
☐ FIDUCIARY APPOINTMENT ☐ REFEREE APPOINTMENT

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONXOSCAR ONADIA, by the administrator of his
estate IESHA HENDERSON,

Plaintiff(s),

- against -

THE CITY OF NEW YORK, *et al.*

Defendant.

Index No.: 300940/2010

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
SETTLEMENT AND PROVIDING
FOR NOTICE TO THE
SETTLEMENT CLASS**

An application has been made pursuant to CPLR 908 for an order preliminarily approving the settlement of this action as between Named Plaintiff Oscar Onadia, individually and on behalf of the class of individuals he represents and seeks to represent (collectively, "Plaintiffs," the "Class," or "Class Members"), and Defendant City of New York ("Defendant" or the "City") (collectively, the "Parties") pursuant to the Settlement Agreement dated May 20, 2024 (the "Settlement Agreement" or "Settlement"), which set forth the terms and conditions for a proposed settlement of the action and the disposition of all claims against the City pleaded in the Second Amended Complaint.

The Court has read and considered the Settlement Agreement, as well as all papers filed in connection with the application for its approval. Based thereon, and good cause appearing therefor,

IT IS HEREBY ORDERED as follows:

1. This Preliminary Approval Order incorporates by reference the definitions in the Settlement Agreement, and all terms used herein shall have the same meanings as set forth in the

Settlement Agreement.

2. The Court preliminarily approves the Settlement Agreement, including its payment and release provisions, as within the range of possible final approval and warranting the provisional certification of the Settlement Class defined below, subject to further consideration at the Final Approval Hearing described below.

3. Pursuant to CPLR 902 the Court hereby provisionally certifies, solely for the purposes of effectuating the settlement contemplated in the Settlement Agreement, a Settlement Class defined as follows:

All people who were detained by the New York City Department of Correction beyond the individual's scheduled release date between April 1, 1997 and December 21, 2012, despite all other conditions for the person's release being satisfied, and based solely on a detainer issued by U.S. Immigration and Customs Enforcement.

4. This Settlement Class is broader than the class certified by the Court on January 9, 2017 in that the certified class was limited to individuals detained on the basis of ICE detainers that "(1) indicated that an investigation had been commenced by ICE, or (2) failed to indicate a reason for continued detention (i.e. no boxes checked on the detainer form)."

5. The Court finds and concludes that the Settlement Class meets the class action criteria of CPLR 902. In the event of termination of the Settlement Agreement as provided therein, certification of the Settlement Class shall be vacated without any further action by the Court, without impacting this Court's January 9, 2017 class certification decision.

6. The Court finds and concludes that Named Plaintiff will fairly and adequately represent and protect the interests of the Settlement Class, and may serve as representative of the

Settlement Class.

7. The Court appoints the firm of Emery Celli Brinckerhoff Abady Ward & Maazel LLP and Benno & Associates P.C. to serve as Class Counsel.

8. The Final Approval Hearing on the Settlement Agreement shall be held on _____, 2025 at _____ a.m./p.m. in Room _____ of the Supreme Court of the State of New York, Bronx County, at 851 Grand Concourse, Bronx, NY 10451. At that Final Approval Hearing, the Court will consider the fairness of the Settlement Agreement, determine whether the Settlement Agreement was made in good faith; whether the Settlement Agreement should be finally approved as fair, reasonable and adequate; whether adequate and sufficient notice was given in accordance with this Order; whether the Named Plaintiff and Class Counsel fairly and adequately represented the Settlement Class for purposes of entering into and implementing the proposed Settlement; whether the Court should approve Named Plaintiff's service award; whether the Court should approve Class Counsel's attorneys' fees and expenses application, if submitted along with the request for final approval of the Settlement Agreement; and whether a judgment and order granting final approval should be entered.

9. The Court approves Atticus Administration LLC to serve as the Administrator. The Administrator shall perform the duties set forth in the Settlement Agreement and in the Notice/Administration Plan. The Administrator will (i) act as the agent of the Parties to the extent the Class Administrator is given confidential information about potential Class Members, including names, addresses and social security numbers, (ii) use such confidential information only in connection with the administration of the proposed Settlement and (iii) take reasonable measures to maintain the security of the confidential information.

10. The Court orders Defendant City to pay the costs of notice and administration to the Administrator pursuant to the terms and conditions set forth in the Settlement Agreement.

11. The Court determines that the Cover Letter, Summary Notice, and Long-Form Notice attached to the Affirmation of Bryn Bridley are fair, adequate, and sufficient, constituting the best practicable notice under the circumstances, and are reasonably calculated to reach all or a substantial percentage of the members of the Settlement Class and apprise them of this action, the terms and conditions of the Settlement Agreement, and their rights under the Settlement Agreement. The Court directs that notice in the form prescribed be given to the members of the Settlement Class in accordance with the Notice/Administration Plan.

12. The claims process described in the Settlement Agreement and Bridley Affirmation is simple and straightforward. Determining class membership, eligibility for a settlement award, or submission of a claim does not require the assistance or services of third parties or professionals. Attorneys and other third parties should not charge class members fees for any services to submit a claim in this settlement.

13. Class Counsel and Defendant may by written agreement make any amendments to or modifications of the Claim Form, Summary Notice, Cover Letter and Long-Form Notice without notice to or approval by the Court so long as such changes are not materially inconsistent with this Order and do not materially limit the rights of potential Class Members.

14. Without further application to the Court, Class Counsel may, upon the consent of Defendant which shall not be unreasonably withheld, amend or modify the notices disseminated to Class Members located outside of the United States to address security, safety, or other considerations that may exist. Upon receipt from Class Counsel of the modified notice the

Administrator intends to use, Defendant shall inform Class Counsel within 5 business days whether they have any objection; if no objection is interposed in that time, Defendant shall be deemed to have consented.

15. No later than 60 days from the signing of this Order (the "Notice Mailing Date"), the Administrator shall mail or cause to be mailed the Claim Packet, substantially in the forms submitted to the Court by the parties, by first-class mail, postage prepaid, to all potential Settlement Class members at the address of each such person. Defendant shall provide the Administrator and Class Counsel with the data and information as set forth in the Agreement. This information shall be deemed confidential under the terms and conditions set forth in the Agreement.

16. Class Members who wish to receive payment pursuant to the Settlement Agreement must submit a Claim form online or mail and postmark the Claim Form, subject to the exceptions set forth in paragraph 94 of the Settlement Agreement, by no later than 90 days from the Notice Mailing Date (the "Initial Claim Form Deadline"), or, if fewer than 75% of Class Members submit claim forms by the Initial Claim Form Deadline, by 180 days from the Notice Mailing Date (the "Final Claim Form Deadline").

17. All Settlement Class members must mail a request to be excluded from the Settlement Class ("Request for Exclusion" or "Opt-Out Request") to the Administrator at the address set forth in the long-form notice as on the website. Any Request for Exclusion must be in writing and state the name, date of birth, address, and social security number (if any) of the person requesting exclusion, be personally signed, and contain a clear statement communicating that such person elects to be excluded from the Settlement Class. To be valid, any Request for

Exclusion must be in writing, must contain all of the information described in this paragraph and must be received by the Administrator on or before the Initial Claim Form Deadline, or, if fewer than 75% of Class Members submit claim forms by the Initial Claim Form Deadline, by Final Claim Form Deadline. Persons requesting exclusion from the Settlement Class shall not be entitled to receive relief provided to Settlement Class pursuant to the Settlement Agreement.

18. If the proposed Settlement Agreement is approved, any potential Settlement Class member who has not filed a valid Request for Exclusion shall be bound by the release in the Settlement Agreement and by all proceedings, orders, and judgments regarding the proposed Settlement that relate to the Settlement Class, whether favorable or unfavorable, even if he, she or it has pending or subsequently initiates any litigation, arbitration or other proceedings, or has any other Released Claim.

19. Any member of the Settlement Class may object to the Settlement Agreement (be an "Objector"). However, a potential Class Member who requests exclusion from the Settlement Class may not file an objection regarding the terms of the Settlement Agreement. Class Members who wish to object must submit to the Administrator at the address provided in the long-form notice as set forth on the website their objection(s), as well as the specific reason(s), if any, for each such objection and whether the Class Member wishes to speak at the Fairness Hearing. The objection must state whether it applies only to the objector, to a specific subset of the Class, or to the entire Class, and also state with specificity the grounds for the objection, including any legal support the Class Member wishes to bring to the Court's attention and any evidence the Class Member wishes to introduce in support of such objection. A Class Member's objection must include the name and docket number of this Action and must also include the following information about the Class Member: (a) name; (b) address; (c) telephone number; (d) email

address, if available; and (e) signature. To be valid, any objection must be in writing, must contain all of the information described in this paragraph and must be received by the Administrator on or before the Initial Claim Form Deadline, or, if fewer than 75% of Class Members submit claim forms by the Initial Claim Form Deadline, by the Final Claim Form Deadline. Any attorney hired by a Class Member for the purpose of objecting to the proposed Settlement must serve a notice of appearance on Class Counsel and Counsel for Defendant and e-file the notice of appearance using the Court's NYSECF system. The notice of appearance must be received by Counsel and filed with the Court on or before the Initial Claim Form Deadline, or, if fewer than 75% of Class Members submit claim forms by the Initial Claim Form Deadline, by the Final Claim Form Deadline.

20. Any Class Member who does not make an objection in the time and manner provided in the Settlement Agreement and this Order shall be deemed to have waived and forfeited any and all rights they may have to object, and shall be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement unless otherwise allowed by the Court.

21. Class Members who intend to appear at the Fairness Hearing on their own behalf must send a letter to the Administrator notifying the Administrator of their intention to appear at the Fairness Hearing. Such letter must also include the following information about the Class Member: (a) name; (b) address; (c) telephone number; (d) email address, if available; and (e) signature. This letter must be received by the Administrator on or before the Initial Claim Form Deadline, or, if fewer than 75% of Class Members submit claim forms by the Initial Claim Form Deadline, by the Final Claim Form Deadline. If a Class Member retains personal counsel (at the Class Member's expense) to appear on their behalf at the Fairness Hearing, such counsel

shall serve on Class Counsel and Counsel for Defendant and e-file using the Court's NYSECF system a notice of intention to appear, which must be received by Counsel and the Court on or before the Initial Claim Form Deadline, or, if fewer than 75% of Class Members submit claim forms by the Initial Claim Form Deadline, by the Final Claim Form Deadline. Any Class Member who does not submit a letter to the Administrator or whose personal counsel does not file a notice of intention to appear with the Court in the time and manner provided in the Agreement and this Order shall be deemed to have waived and forfeited any and all rights they may have to present argument to the Court at the Fairness Hearing and shall be foreclosed from doing so unless otherwise allowed by the Court.

22. All other motions and papers filed in support of final approval of the Settlement Agreement shall be filed no later than fifteen calendar days prior to the Final Approval Hearing. The Court may continue the Final Approval Hearing without further notice to the Settlement Class.

23. The Court retains jurisdiction to consider all further applications arising out of or relating to the Settlement Agreement. The Court may approve the Settlement Agreement with such modifications as may be agreed to by Plaintiffs, on behalf of themselves and the Settlement Class, and the Defendant, if appropriate, without further notice to the Settlement Class.

24. Pending determination of whether the Settlement Agreement should be finally approved, (i) all discovery is stayed, and (ii) all other proceedings in the Action as between the Settlement Class and Defendant, except those related to effectuating or complying with the Settlement Agreement, also are stayed.

IT IS SO ORDERED.

DATED: 12/17/24



J.S.C.

Submitted by:

HON. MITCHELL J. DANZIGER

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