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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MASOOD SYED,

Plaintiff,

-against-

CITY OF NEW YORK;
NEW YORK CITY POLICE
DEPARTMENT;
WILLIAM J. BRATTON, as Commissioner
of the New York City Police Department
("NYPD");
NELDRA M. ZEIGLER, as Deputy
Commissioner of the NYPD Office of Equal
Employment Opportunity;
JAMES F. KOBEL, Captain and Executive
Officer of the NYPD Deputy
Commissioner, Equal Employment
Opportunity; and
FNU O'REILLY, Commanding Officer of
the NYPD Employment Management
Division,

Defendants.

**ORDER GRANTING
PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT, CONDITIONAL
CERTIFICATION OF THE
SETTLEMENT CLASS, APPOINTMENT
OF PLAINTIFF'S COUNSEL AS CLASS
COUNSEL, AND APPROVAL OF
PLAINTIFF'S PROPOSED
NOTICE OF SETTLEMENT**

16 Civ. 4789 (PGG)

PAUL G. GARDEPHE, U.S.D.J.:

The above-entitled matter came before the Court on Plaintiff's Motion for Preliminary Approval of Class Settlement, Conditional Certification of the Settlement Class, Appointment of Plaintiff's Counsel as Class Counsel, and Approval of Plaintiff's Proposed Notice of Settlement ("Motion for Preliminary Approval"). Defendants have not opposed this motion.

I. Preliminary Approval of Settlement

1. Based upon the Court's review of the Plaintiffs' Memorandum of Law in Support of their Motion for Preliminary Approval, the Declaration of Luna Droubi ("Droubi Declaration"), and all other papers submitted in connection with Plaintiffs' Motion for Preliminary Approval, the

Court grants preliminary approval of the settlement memorialized in the Stipulation of Settlement and Order (“Settlement Agreement”) between Plaintiff Masood Syed and Defendant the City of New York, attached to the Droubi Declaration as Exhibit A.

2. The approval of a proposed class action settlement is a matter of discretion for the trial court. See Maywalt v. Parker & Parsley Petroleum Co., 67 F.3d 1072, 1079 (2d Cir. 1998). “In exercising this discretion, courts should give proper deference to the private consensual decision of the parties.” Clark v. Ecolab, Inc., Nos. 07 Civ. 8623, 04 Civ. 4488, 06 Civ. 5672, 2009 WL 6615729, at *3 (S.D.N.Y. Nov. 27, 2009) (internal quotation marks omitted). “In evaluating the settlement, the Court should keep in mind the unique ability of class and defense counsel to assess the potential risks and rewards of litigation” Id. (alteration in original) (internal quotation marks omitted).

3. Preliminary approval, which is what Plaintiffs seek here, is the first step in the settlement process. It simply allows notice to issue to the class and for Class Members to object to or opt-out of the settlement. After the notice period, the Court will be able to evaluate the settlement with the benefit of the Class Members’ input.

4. Preliminary approval of a settlement agreement requires only an “initial evaluation” of the fairness of the proposed settlement on the basis of written submissions and an informal presentation by the settling parties. Clark, 2009 WL 6615729, at *3 (citing Herbert B. Newberg & Alba Conte, NEWBERG ON CLASS ACTIONS § 11.25 (4th ed.2002) [hereinafter NEWBERG]). “To grant preliminary approval, the court need only find that there is ‘probable cause’ to submit the [settlement] to class members and hold a full-scale hearing as to its fairness.” Id. (quoting In re Traffic Executive Ass’n, 627 F.2d 631,634 (2d Cir.1980)). “If, after a preliminary evaluation of the proposed settlement, the court finds that it “appears to fall within the range of possible

approval,” the court should order that the class members receive notice of the settlement.” Id. (citing NEWBERG § 11.25).

5. The Court concludes that the proposed Settlement Agreement is within the range of possible final settlement approval, such that notice to the class is appropriate. See Johnson v. Brennan, No. 10 Civ. 4712, 2011 WL 1872405, at*1 (S.D.N.Y. May 17,2011).

6. The Court finds that the Settlement Agreement is the result of extensive, arms’ length negotiations by counsel well-versed in the prosecution of class actions.

II. Certification of the Proposed Rule 23 Class For Settlement Purposes Only

7. Provisional settlement class certification and appointment of class counsel have several practical purposes, including avoiding the costs of litigating class status while facilitating a global settlement, ensuring notification of all Class Members of the terms of the proposed Settlement Agreement, and setting the date and time of the final approval hearing.

8. For settlement purposes only, the Court certifies the following class under Federal Rule of Civil Procedure 23(e) (“Settlement Class”): All persons employed by the NYPD subject to the Patrol Guide 203-07(10) who, in the three years preceding the filing of this lawsuit through and including the Effective Date of this Stipulation, requested or received a religious accommodation from the NYPD to wear a beard.

9. For settlement purposes only, Plaintiffs meet all of the requirements for class certification under Federal Rule of Civil Procedure 23(a) and (b)(2).

10. The Court appoints, for settlement purposes only, Named Plaintiff Masood Syed as Class Representative.

III. Appointment of Plaintiffs’ Counsel as Class Counsel

11. For settlement purposes only, the Court appoints Beldock Levine & Hoffman LLP

(“Plaintiff’s Counsel”) as Class Counsel because they meet all of the requirements of Federal Rule of Civil Procedure 23(g).

12. Class Counsel did substantial work identifying, investigating, prosecuting, and settling Plaintiff’s and Class Members’ claims.

13. Beldock Levin & Hoffman partner Jonathan C. Moore has extensive experience prosecuting and settling claims against the New York City Police Department (“NYPD”), including Floyd v. City of New York, 8 Civ. 1034 (S.D.N.Y.), in which the plaintiff class successfully obtained injunctive relief relatd to the NPYD’s stop and frisk practices.

14. The work that Plaintiff’s Counsel has performed both in litigating and settling this case demonstrates their skill and commitment to representing the Class Members’ interests.

IV. Notices

15. The Court approves the revised Proposed Notice to Class Members of Proposed Settlement in Class Action Lawsuit Regarding the NYPD’s Policy for Accommodating Religious Beards attached as Exhibit B to the Droubi Declaration (the “Proposed Notice”).

16. The content of the Proposed Notices fully complies with due process and Federal Rule of Civil Procedure 23.

17. Pursuant to Federal Rule of Civil Procedure 23(c)(2)(A), “the court may direct appropriate notice to the class.”

18. The Proposed Notice is “appropriate” under this Rule, and puts Class Members on notice of the proposed Settlement Agreement and their right to opt-out or object to the agreement. Gatto v. Sentry Servs., Inc., No. 13 CIV. 5721 (RMB), 2014 WL 7338721, at *4 (S.D.N.Y. Dec. 19, 2014) (notice appropriate where it included a summary of the settlement’s terms, notice of counsel’s intent to request attorneys fees, information about released claims, information about the

public fairness hearing, class members' right to object, and the procedure to follow for additional information).

V. Fairness Hearing

19. A fairness hearing to determine whether the Settlement Agreement should be finally approved will be conducted on **January 15, 2019 at 10:00 a.m.** in Courtroom 705 of the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, New York.

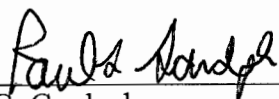
20. All papers in support of the Settlement Agreement shall be filed and served no later than fourteen (14) days prior to the Fairness Hearing.

21. The Court may adjourn the date of the Fairness Hearing without further notice to the Settlement Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

22. The Clerk of the Court is directed to terminate the motion (Dkt. No. 82).

Dated: New York, New York
September 21, 2018

SO ORDERED.



Paul G. Gardephe
United States District Judge

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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MASOOD SYED, individually and on behalf of all others
similarly situated,

Plaintiff,

Docket No. 16 Civ. 4789
(PGG)

-against-

CITY OF NEW YORK,

Defendant.

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**NOTICE TO CLASS MEMBERS OF PROPOSED SETTLEMENT
IN CLASS ACTION LAWSUIT REGARDING THE NYPD’S
POLICY FOR ACCOMMODATING RELIGIOUS BEARDS**

**ATTENTION: ALL OFFICERS OF THE NYPD WHO HAVE SOUGHT A
RELIGIOUS ACCOMMODATION TO WEAR A BEARD FROM
JUNE 22, 2013 TO THE PRESENT:**

This is to inform you of a hearing about an agreement to settle a class action relating to your right to request a beard for religious purposes in the New York Police Department (“NYPD”). The date and location of the hearing are noted below.

A Court has authorized this notice. This is not a solicitation.

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY
BE AFFECTED BY LEGAL PROCEEDINGS IN THIS CASE.**

NOTICE OF CLASS ACTION

The purpose of this notice is to inform you of a proposed settlement in a pending class action lawsuit brought on behalf of members of the New York Police Department (“NYPD”) against the City of New York. The class action settlement (“Settlement Agreement”), which must be approved by the United States District Court, was reached between the parties in the above-referenced case in the United States District Court for the Southern District of New York.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:

<p>DO NOTHING</p>	<p>Stay in this lawsuit. Await the outcome. Give up certain rights. By doing nothing, you obtain the relief outlined below, but you give up any rights to sue separately about the legal claims in this lawsuit, assuming that the time has not already passed for you to bring a separate lawsuit.</p>
<p>ASK TO BE EXCLUDED</p>	<p>Get out of this lawsuit. Keep your rights. If you ask to be excluded, you will keep any rights to sue about the same legal claims in this lawsuit.</p>

BASIC INFORMATION

1. Why did I get this Notice?

You have submitted a request to wear a beard for religious purposes from the NYPD’s Office of Equal Employment Opportunity between the period of June 22, 2013 and the present.

2. What is a Class Action?

This is a class action. In a class action, one or more people, called a Class Representative or Class Representatives (in this case, Masood Syed), sues on behalf of a group people who have similar legal claims. All of these people together form a Class or are considered Class Members. One Court resolves the issues for all Class Members. United States District Court Judge Paul G. Gardephe is in charge of this Class Action.

3. What is this Class Action lawsuit about?

This lawsuit, filed on June 22, 2016, challenges the NYPD’s policy regarding requests by employees of the NYPD to receive religious accommodations to wear beards. The NYPD has a written policy that states that beards cannot be worn by members of the service without an approved accommodation request. Prior to this lawsuit, the NYPD’s unwritten policy was to allow medical or religious accommodations for facial hair only up to 1 millimeter in length. In December 2016, after the filing of this lawsuit, the NYPD issued a new facial hair policy. While maintaining a no-beard standard, this new policy explicitly allows for accommodations to wear a beard for officers who have a sincerely held religious belief and who request an accommodation. The default for a request for such an accommodation will be ½ an inch. If the member of service has a sincerely held religious belief that requires a beard longer than ½ inch, the member of service can request a longer beard and will not be discouraged from making the request. If a request to receive a religious accommodation is denied, or if the request for a beard longer than ½ inch is denied, this settlement provides that the NYPD will permit an appeal of any such denial.

4. Has the Court decided who was right?

The Court did not decide in favor of either the Plaintiff or the City. Instead, both sides agreed to a settlement. That way, they avoid the cost, delay, and uncertainty of trial. The Class Representative, Masood Syed, and Class Counsel (the attorneys appointed by the Court to represent the Class) think that the proposed settlement is in the best interests of the Class Members, taking into account the benefits of the settlement, the risks of continued litigation, and the delay in obtaining relief for the Class if this litigation continues.

WHO IS IN THE CLASS?

5. Am I part of the class?

The Settlement Class includes all people employed by the NYPD subject to the Patrol Guide 203-07(10) who, in the three years preceding the filing of this lawsuit through and including **February 14, 2019**, requested or received a religious accommodation from the NYPD to wear a beard.

TERMS OF THE SETTLEMENT AGREEMENT

6. What do I get out of this case?

The following is a summary of certain provisions of the Settlement Agreement. The complete Settlement Agreement is available as set forth below.

The Settlement Agreement requires the NYPD to change the policy for making a request to wear a beard based on a sincerely held religious belief. The agreement changes the existing policy to allow members of service to request beards at whatever length they believe is required based on their religious beliefs.

Members of Service are required to complete a Reasonable Accommodation Request Form and submit it to the Office of Equal Employment Opportunity (“DCEEO”). If a member of service does not specify a length, they will automatically be eligible to receive a religious accommodation for a beard of ½ inch. If the member of service’s sincerely held religious belief requires a beard longer than ½ inch, then the member of service must indicate the approximate length they are requesting on the Religious Accommodation Form. If DCEEO denies a request for any reason, DCEEO must provide an explanation for the denial in writing. The member of service will have the opportunity to appeal any such denial, as well as any denial to have a beard at any length for religious purposes.

By submitting a Reasonable Accommodation Request Form for a beard, the member of service acknowledges that, if the request is granted, the member of service will be ineligible to deploy or receive training on an Air-Purifying Respirator (APR) and therefore may not be assigned to a specialized unit within the NYPD that requires the use of a tight-fitting APR as one of its essential

job requirements.

The Settlement Agreement also requires training for all employees of DCEEO.

This Class Action was focused on protecting the rights of Class Members who want to wear a beard based on a sincerely held religious belief. It does not provide any monetary compensation for Class Members.

7. Can I grow my beard longer than ½ inch?

Yes. If you believe, based on a sincerely held religious belief, that your beard should be longer than ½ inch, you can indicate your desired length of beard on the Reasonable Accommodation Form. A request for additional length will be reviewed and decided upon by on a case-by-case basis.

8. Do I need to hire a lawyer in this case?

The Court decided that Jonathan Moore and Luna Droubi of the law firm Beldock Levine & Hoffman LLP, of New York, New York, are qualified to represent all Class Members who are not already represented by their own lawyers. These lawyers and their law firm are called “Class Counsel.” They are experienced in handling similar cases against municipal defendants. More information about the law firm, their practices and their lawyers’ experience is available at www.blhny.com.

9. Should I get my own lawyer?

If you fit the definition of a Class Member and you do not already have your own lawsuit with your own lawyer, you do not need to hire your own lawyer because Class Counsel is working on your behalf.

10. What happens if I believe the NYPD has violated my rights under the Settlement Agreement?

The Court will continue to have jurisdiction over this case for 18 months after the settlement is approved. If you believe your rights as promised under this Settlement Agreement have been violated, contact Class Counsel at (212) 277-5875 or (212) 490-0400 or ldroubi@blhny.com.

11. How will class counsel be paid?

The City will pay Beldock Levine & Hoffman their reasonable attorneys’ fees, expenses, and costs, subject to the approval of the Court. Class Counsel shall also be entitled to reasonable attorneys’ fees and costs for overseeing the City’s compliance with the Settlement Agreement as set forth in the Settlement Agreement for an 18 month period after the Settlement Agreement is finalized.

YOUR RIGHTS AND OPTIONS

12. What happens if I do nothing at all?

The proposed Settlement Agreement, if given final approval by the Court, will bind all members of the Settlement Class. This will bar any person who is a member of the Settlement Class from prosecuting or maintaining any claim or action released under the terms of the Settlement Agreement.

Any Class Member who does not object at or before the Final Approval Hearing will be deemed to have approved the Settlement and to have waived such objections and shall not be able to make any objections (by appeal or otherwise) to the Settlement.

13. Why would I ask to be excluded?

If you exclude yourself from the Class, you will retain your right to sue individually by hiring your own lawyer and proving your own claims, assuming the time has not already passed for you to bring a separate lawsuit. If this is an option you are considering, you should immediately consult with your own lawyer because your individual claims are subject to a statute of limitations.

14. How do I ask the Court to exclude me from the Class?

If you want to be excluded from the Class, you must send an “Opt-Out Request” in the form of a letter stating that you want to be excluded from *Syed v. City of New York*. Be sure to include your name and mailing address and sign the letter. A copy of the Opt-Out Request form is included with this Notice. You must mail your Opt-Out Request to:

Luna Droubi
Beldock Levine & Hoffman LLP
99 Park Avenue, PH/26th Floor
New York, NY 10016

Your Exclusion Request must be postmarked on or before **January 1, 2019**.

15. What if I disagree with the settlement terms?

Any Settlement Class Member may object to the terms of the proposed settlement described above by submitting a written or oral objection to Class Counsel via regular or electronic mail, or by leaving a message with their objection via telephone. If you submit an objection, you do not have to come to the Final Approval Hearing to talk about it. If you plan on speaking at the Final Approval Hearing, please indicate in your objection that you plan to do so. If you do not submit an objection prior to the deadline, you may not be provided an opportunity to speak to the District

Court about your objection at the Final Approval Hearing.

If you submit an objection, it should include the following information: (a) your name, address, and, if available, your telephone number and e-mail address; (b) if you are being represented by counsel, the name, address, telephone number and e-mail address of your attorney; (c) a statement of your objections; and (d) a statement of whether you are a member of the Settlement Class. We have attached a form that you can fill out to let us know what you think. We have attached this form as **Exhibit 2** to this Notice.

Please note that the Court can only approve or deny the settlement. The Court cannot change the settlement's terms. All objections must be submitted or postmarked on or before **January 1, 2019**.

All email objections must be sent to the following email address: ldroubi@blhny.com. All oral objections must be made by leaving a message at (347) 916-6872.

All regular mail objections must be sent to the following address:

Luna Droubi
Beldock Levine & Hoffman LLP
99 Park Avenue, PH/26th Floor
New York, NY 10016

You may, but are not required to, appear at the Final Approval Hearing scheduled for **January 15, 2019 at 10:00 a.m.** at the Thurgood Marshall United States Courthouse, 40 Foley Square, Courtroom 705, New York, NY 10007 to have your objection heard by the Court.

**IF YOU DO NOT OPPOSE THIS SETTLEMENT, YOU NEED NOT
APPEAR OR FILE ANYTHING IN WRITING.**

FAIRNESS OF SETTLEMENT

16. Where did this Settlement Agreement come from?

The Class Representative and Class Counsel have concluded that the terms and conditions of the proposed Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. In reaching this conclusion, the Class Representatives and Class Counsel have considered the benefits of the settlement, the possible outcomes of continued litigation of these issues, the expense and length of continued litigation, and actual and possible appeals.

17. What happens next?

The Court has preliminarily approved the Settlement Agreement, and has scheduled a hearing for **January 15, 2019 at 10:00 a.m.** at the Thurgood Marshall United States Courthouse, 40 Foley Square, Courtroom 705, New York, NY 10007, to decide whether the proposed settlement

is fair, reasonable, and adequate, and should be finally approved. Although you are not required to attend, as a Settlement Class Member, you have the right to attend and be heard at this hearing, as specified in the next section below. At the hearing, the Court will consider any objections to the settlement. Judge Gardephe will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement. The Court will also consider the agreed upon amount to award Class Counsel as reasonable attorneys' fees, costs and litigation expenses. We do not know how long this decision will take.

This hearing date is subject to change without further notice. If you wish to be informed of any changes to the schedule, please notify Class Counsel at the addresses listed in the next section below. You may also check www.blhny.com or the public court records on file in this action at <https://www.pacer.gov/> for any updates.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. However, you are welcome to come. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time and in accordance with the rules above, the Court will consider it.

FURTHER INFORMATION

19. Is any more information available?

The terms of the settlement are only summarized in this notice. For the precise and full terms and conditions of the settlement, please see the Settlement Agreement available at www.blhny.com/nypdbeardclassaction or by accessing the Court docket on this case through the Court's Public Access to Electronic Records (PACER) system at <https://www.pacer.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for the Southern District of New York, Daniel Patrick Moynihan U.S. Courthouse, 500 Pearl Street, New York, New York 10007, between 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding Court holidays.

You can also obtain more detailed information about the settlement or a copy of the Settlement Agreement from Class Counsel at the following address:

Jonathan C. Moore, Esq.
Luna Droubi, Esq.
Beldock Levine & Hoffman LLP
99 Park Avenue, PH/26th Floor
New York, NY 10016
(212) 490-0400
www.blhny.com

Class Members may also contact Class Counsel at the following number, (212) 277-5875 or (212) 490-0400 to obtain further information about the settlement or settlement documents.

Please do not direct questions to the District Court.

To obtain copies of this Notice in alternative accessible formats, please contact Class Counsel listed above.

EXHIBIT 1:
OPT- OUT FORM

Opt-Out Form

I hereby assert my right to be excluded from the Settlement Class in *Masood Syed v. the City of New York*, 16 Civ. 4789 (PGG).

Print Name: _____
Address Line 1: _____
Address Line 2: _____
Telephone: _____

Signature: _____

Date: _____

For your request(s) above to be effective, you **must** provide your name and address **and** sign and date the form. Your completed form **MUST** be postmarked by **January 1, 2019**, and **MUST** be mailed to the following address:

Mail this notice to:

Luna Droubi
Beldock Levine & Hoffman LLP
99 Park Avenue, PH/26th Floor
New York, NY 1001

EXHIBIT 2:
OBJECTION/ APPEARANCE FORM

Objection Form

Check the appropriate box or boxes below:

I assert my right to object to the Settlements in *Masood Syed v. the City of New York*, 16 Civ. 4789 (PGG).

I assert my right to request to appear at the Fairness Hearing in *Masood Syed v. the City of New York*, 16 Civ. 4789 (PGG).

Print Name: _____
Address Line 1: _____
Address Line 2: _____
Telephone: _____

Statement of Objection:

Signature: _____

Date: _____

Mail this Form to:

Luna Droubi
Beldock Levine & Hoffman LLP
99 Park Avenue, PH/26th Floor
New York, NY 10016