

**UNITED STATES COURT OF APPEALS  
FOR THE SECOND CIRCUIT**

YOSEFA JALAL,

Plaintiff-Appellant,

v.

LUCILLE ROBERTS HEALTH CLUBS  
INC.,

Defendant-Appellee.

Docket Number 17-1936

**STIPULATION OF  
SETTLEMENT  
AND DISCONTINUANCE**

WHEREAS, Plaintiff-Appellant (“Plaintiff”) filed a Complaint on October 2, 2015 against Defendant-Appellee (“Defendant”) in the above-captioned action (the “Action”);

WHEREAS, in the Complaint Plaintiff alleged that Defendant discriminated against Plaintiff on the basis of her religion in violation of Title II of the Civil Rights Act of 1964 and the New York State and New York City Human Rights Laws;

WHEREAS, Defendant denies all allegations of wrongdoing and liability as set forth in the Complaint, and by entering into this Stipulation does not intend to admit, and does not admit, the same;

IT IS HEREBY AGREED, by and between the parties, that:

1. The above-captioned appeal in this Action is dismissed with prejudice

on the terms set forth in this Stipulation pursuant to Federal Rule of Appellate Procedure 42(b).

2. The May 22, 2017 Opinion and Order of the District Court and the judgment of the District Court in this Action are vacated as moot.

3. Plaintiff hereby releases Defendant, its successors or assigns, and all present and former employees, representatives, and agents of Defendant (collectively, the “Released Parties”), from any and all damage claims, liabilities and/or causes of action which Plaintiff has or may have against the Released Parties based upon any act, omission, event, or occurrence occurring from the beginning of the world up through and including the date of this Stipulation.

4. The parties understand that this Stipulation represents a compromise of the disputed claim; that its purpose is to terminate all disputes and litigation, including Plaintiff’s appeal, between the parties hereto; and that the Released Parties make no admission of liability with respect to Plaintiff’s claims.

5. Defendant shall immediately reinstate Plaintiff’s membership at Lucille Roberts.

6. Any religiously observant member shall be permitted to engage in any and all activities available to other members while wearing clothing in exercise of their religious beliefs, including Plaintiff or others wearing a fitted skirt that extends just below the knee. Defendant has previously adopted this policy in the

interest of respecting its members' exercise of religious freedom. In doing so, Defendant does not admit that the policy is required by law or that it arose in response to Plaintiff's claims in this action.

7. Consistent with this policy, Plaintiff shall be permitted to engage in any and all activities available to other members while wearing a fitted skirt that extends just below the knee. Plaintiff understands that Defendant does not recommend the use of its facilities and equipment without proper workout attire and that such use may result in injury. Plaintiff further understands that she assumes the risk of wearing her fitted skirt that extends just below the knee while using equipment at the facility. Plaintiff hereby waives and releases the owner of the facility for any injury that may result from such use.

8. Defendant shall make a payment to Plaintiff in accordance with the terms and conditions set forth in the accompanying Schedule, not filed with the Court. The parties agree that the terms and conditions set forth in the Schedule are confidential. The parties agree not to disclose any of the terms and conditions set forth in the Schedule to any person, except as reasonably necessary to their attorneys or tax or financial advisors, or as required in response to a subpoena or court order.

9. The District Court shall retain jurisdiction to enforce the terms of this Stipulation.


10. This Stipulation constitutes the entire agreement between Plaintiff and Defendant. It contains all of the terms and conditions agreed upon by the parties. No oral agreement entered into at any time, nor any written agreement entered into prior to the execution of the Stipulation, shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained in the Stipulation.

11. This Stipulation may be executed in counterparts, and each such counterpart shall be deemed to be an original. For purposes of executing this Stipulation, a document signed and transmitted by facsimile or email shall be treated as an original document and have the same binding legal effect as an original signature on an original document.

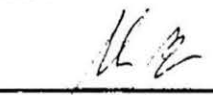
**AGREED TO BY THE PARTIES:**

Dated: August 23, 2017

Dated: August 25, 2017

  
\_\_\_\_\_  
YOSEFA WOOD-ISENBERG  
(formerly Yosefa Jalal)

LUCILLE ROBERTS HEALTH CLUBS INC.

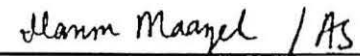
By:   
\_\_\_\_\_  
Asher BRULMAN  
CFO


Dated: August 24, 2017

Dated: August \_\_, 2017

EMERY CELLI BRINCKERHOFF & ABADY LLP

CAPEHART SCATCHARD

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*Attorneys for Plaintiff-Appellant*

*Attorneys for Defendant-Appellee*

**SO ORDERED:**

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