

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ILANA KOPMAR, DIANE T. CLARKE,
and ISAAC ALTMAN,

Plaintiffs,

-against-

THE ASSOCIATION OF LEGAL AID ATTORNEYS
AMALGAMATED LOCAL UNION 2325 OF THE
INTERNATIONAL UNION, UNITED AUTOMOBILE
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW), AFL-CIO, and LISA
OHTA, BRET J. TAYLOR, EMILY C. EATON, MARTYNA
KAZNOWSKI, JEREMY BUNYANER, IOANA CALIN,
GILLIAN R. KRESS, PUJA PAUL, JACQUELINE AGUILAR,
BABATUNDE AREMU, CASEY BOHANNON, MICHAEL
GIBBONS, ALEXANDER HU, KELSEY LAING, MARTHA
MENENDEZ, HALLIE MITNIK, SEAN T. PARMENTER, IAN
SPIRIDIGLIOZZI, DOROTHY SUMMERS, TANNER
WIELAND, TORI ROSEMAN, ANDREW SPENCE, COLLEEN
FOLEY, and JULIA JENKINS,

SETTLEMENT AGREEMENT

Case No. 1:24-cv-05158-JPO

Defendants.
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IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs ILANA KOPMAR,
DIANE T. CLARKE, and ISAAC ALTMAN (collectively "Plaintiffs"), THE ASSOCIATION
OF LEGAL AID ATTORNEYS, AMALGAMATED LOCAL UNION 2325 OF THE
INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO ("Union
Defendant" or "ALAA"), and LISA OHTA, BRET J. TAYLOR, EMILY C. EATON,
MARTYNA KAZNOWSKI, JEREMY BUNYANER, IOANA CALIN, GILLIAN R. KRESS,
PUJA PAUL, JACQUELINE AGUILAR, BABATUNDE AREMU, CASEY BOHANNON,
MICHAEL GIBBONS, ALEXANDER HU, KELSEY LAING, MARTHA MENENDEZ,
HALLE MITNIK, SEAN T. PARMENTER, IAN SPIRIDIGLIOZZI, DOROTHY SUMMERS,
TANNER WEILAND, TORI ROSEMAN, ANDREW SPENCE, COLLEEN FOLEY and

JULIA JENKINS (“Individual Defendants”) that the above-captioned matter shall be settled as follows:

1. **Settlement Payment.** Union Defendant ALAA will pay a total sum of \$315,000 (the “Settlement Amount”) payable to “The Louis D. Brandeis Center for Human Rights Under Law, as Attorneys for Plaintiffs Kopmar, Clarke and Altman.” Such payment will be made within 30 calendar days of when all the following conditions have been satisfied: (1) this Agreement has been fully executed by the parties (including by electronic or digital signature); (2) the above-captioned action has been dismissed with prejudice; and (3) Plaintiffs’ attorneys have provided a W-9 form.
2. **Non-Monetary Settlement Terms.**
 - a. As soon as practicable after the full execution of this Agreement, but no later than January 31, 2026, and again between February 1, 2027, and April 31, 2027, ALAA will provide training to its Executive Board on the “Bill of Rights” provisions of the Labor-Management Reporting and Disclosure Act, 29 U.S.C. §§ 411, 512, 529. Such training shall be provided through Levy Ratner, P.C., with the participation of Professor Cynthia Estlund.
 - b. From the date of the full execution of this Agreement through December 31, 2027, ALAA will refer any charges filed with it pursuant to Article 31 of the United Auto Workers Constitution for review by Union Counsel, Levy Ratner, P.C.
 - c. No later than ten (10) calendar days after the full execution of this Agreement, ALAA shall issue the following statement:

ALAA has a history of encouraging democracy, free speech, and member engagement on social justice and political issues. ALAA members engaged

in robust discussion and debate around the proposed Resolution in November and December 2023. We acknowledge that some of the communications, from diverse perspectives, were hurtful to union members and inappropriate.

3. **Voluntary Dismissal and Withdrawal With Prejudice.** In exchange for the consideration set forth in paragraphs 1 and 2 above, which Plaintiffs acknowledge is in full settlement of Plaintiffs' claims against all Defendants, Plaintiffs agree to submit a stipulation of settlement, i.e., this fully executed Agreement, and request for voluntary dismissal with prejudice of the above-captioned action in its entirety for the Court to so-order, no later than five (5) calendar days from the full Execution of this Agreement.
4. **Mutual General Release.** Plaintiffs and all Defendants, their affiliates, subsidiaries, officers, trustees, employees, attorneys, representatives and agent, both individually and in their representative capacities (collectively referred to as "Released Parties") hereby release each other from any and all liabilities, damages, or causes of action, whether known or unknown relating to Plaintiffs' membership in Defendant Union, or any other acts or events involving the Released Parties, through the full execution of this Agreement. This Release includes, but is not limited to, any claims for compensation or other damages, in any form. This Release includes, but is not limited to all claims for relief or remedy under any federal, state or local law, rule, or regulation, including but not limited to Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Uniform Service Employment and Reemployment Rights Act, the National Labor Relations Act, the Labor Management Relations Act, the Labor Management Reporting and Disclosure Act, New York State Labor Law, New York

State Wage and Hour Law, New York State Human Rights Law, New York City Human Rights Law, and common law claims. This Release (1) does not release any claims that cannot be waived as a matter of law and (2) does not prevent Plaintiffs from filing a charge, giving testimony or participating in any investigation conducted by a federal, state or local government agency, or testifying in a legal proceeding; however, Plaintiffs do waive and release all rights to recovery money or other individual relief in connection with such investigation or proceeding. Further, this Release does not affect Plaintiffs' rights under the Older Worker Benefit Protection Act ("OWBPA") to have a judicial determination of the validity of this Release, nor does it release any future claims under the OWBPA.

5. **No Admissions.** This Agreement resolves all claims set forth in the above-captioned action against all Defendants and is being entered into solely to avoid the costs and risks of litigation. Neither this Agreement, nor any provision herein, shall constitute an admission by any of the parties as to the merits, or lack of merits, of any claims or defenses that have been or may have been asserted.
6. **Governing Law, Interpretation, and Forum.** This Agreement is governed by the laws of the State of New York, without regard to its conflict of laws provisions. Any action brought to enforce the terms of this Agreement shall be brought in the courts of the State of New York or the United States District Court for the Southern District of New York, if that court has jurisdiction.
7. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties pertaining to the subject of this Agreement and supersedes and replaces any and all prior and contemporaneous negotiations, agreements, and proposed agreements, written or oral. Each of the parties hereto acknowledges that no other party, nor any agent or

attorney of any party, has made any promise, representation, or warranty whatsoever, expressed or implied, not expressly contained in this Agreement to induce that party to execute this Agreement.

8. **Amendment**. This agreement may not be modified except upon express written consent of all parties wherein specific reference is made to this Agreement.
9. **Mutual Drafting**. This Agreement shall be deemed as joint work product of all parties and their respective counsel. Any rule of construction to the effect that any ambiguities are to be construed against the drafting party shall not be applicable to this Agreement. By their authorized signatures below, the parties certify that they have carefully read and fully considered the terms of this Agreement, that they have had an opportunity to discuss the terms with attorneys or advisors of their choosing, that they agree to all of the terms of this Agreement, that they intend to be bound by them and to fulfill the promises set forth herein, and that they voluntarily and knowingly enter into this Agreement with full understanding of its binding legal consequences.
10. **Counterparts**. This Agreement may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signature transmitted electronically shall be deemed to be an original.
11. **Severability**. If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be illegal or invalid.

DocuSigned by:

Ilana Kopmar

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ILANA KOPMAR

10/30/2025

Date: _____

Diane T. Clarke

DIANE T. CLARKE

Date: November 3, 2025

Isaac Altman

ISAAC ALTMAN

Date: 10/30/2025

ASSOCIATION OF LEGAL AID ATTORNEYS
LOCAL 2325, UAW

Leah W. Duncan

By: Leah W. Duncan, Financial Secretary-Treasurer

Date: October 30, 2025

Lisa Ohta

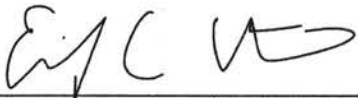
LISA OHTA

Date: October 31, 2025



BRET J. TAYLOR

Date: 11/5/2025



EMILY C. EATON

Date: 11/6/2025



MARTYNA KAZNOWSKI

Date: 10/31/2025



JEREMY BUNYANER

Date: November 4, 2025



IOANA CALIN

Date: 11/7/2025



GILLIAN R. KRESS

Date: 11/11/25



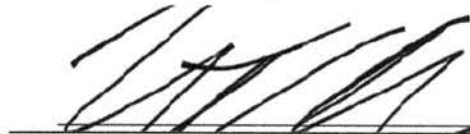
PUJA PAUL

Date: November 6, 2025



JACQUELINE AGUILAR

Date: 11/10/25



BABATUNDE AREMU

Date: 11/6/2025



CASEY BOHANNON

Date: 11/4/2025



MICHAEL GIBBONS

Date: 10/31/2025



ALEXANDER HU

Date: 11/05/2025



KELSEY LAING

Date: November 7, 2025



MARTHA MENENDEZ

Date: November 4, 2025



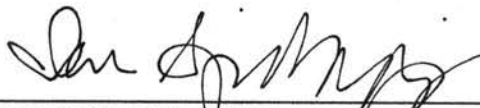
HALLE MITNIK Hallie Mitnick

Date: 10-31-2025



SEAN T. PARMENTER

Date: 10/31/2025



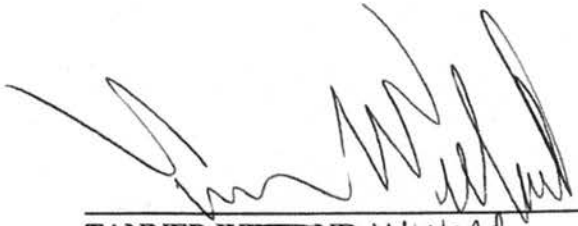
IAN SPIRIDIGLIOZZI

Date: 11/4/2025



DOROTHY SUMMERS

Date: 11/4/2025


TANNER ~~WIELAND~~ Wieland

Date:

11/7/2025

Tori Roseman

11/4/25

TORI ROSEMAN

DocuSigned by:

Andrew R. Spence

996249EB94314D3...

ANDREW SPENCE

Date:

10/31/2025

Colleen Foley
COLLEEN FOLEY

Date:

November 6, 2025


JULIA JENKINS

Date:

11/7/2025