

DRAFT - FOR SETTLEMENT PURPOSES ONLY -- SUBJECT TO EXECUTION

Supreme Court of the State of New York  
County of New York

_____	)	
Bibliotechnical Athenaeum,	)	
	)	
Plaintiff,	)	
	)	Index No. 653668/2016
- against -	)	
	)	
National Lawyers Guild, Inc.,	)	<b><u>Stipulation &amp; Consent Judgment</u></b>
	)	
Defendant.	)	
	)	
_____	)	

WHEREAS the Plaintiff, an Israeli organization, attempted to advertise in the Defendant's dinner journal;

WHEREAS the Defendant rejected Plaintiff's advertisement and its representative stated in an e-mail that it does not accept funds from Israeli organizations;

WHEREAS the Plaintiff has brought suit against the Defendant alleging that it was the victim of discrimination and unlawful boycott activities;

WHEREAS the Defendant disputes Plaintiff's allegations and maintains that its policy is not to discriminate against Israeli persons and that the reason given for the rejection of the advertisement did not correctly reflect Defendant's policies;

It is hereby stipulated and agreed that this matter shall be and hereby is resolved as follows:

1. This matter shall be dismissed with prejudice and the Plaintiff waives any claim for compensation, including without limitation lost income, compensatory or punitive damages, or attorney's fees.

2. Defendant states that it does not, and agrees that it will not, discriminate against Israeli persons, as is set forth in the statement in Exhibit A hereto, including on basis of national origin.

3. Defendant further agrees that it will inform its staff, chapters, and committees in writing within 60 days of execution of this Stipulation & Consent Judgment and their obligation to comply therewith, so as to avoid any future problems in this area. Immediately thereafter, Defendant will provide Plaintiff and Plaintiff's counsel with a copy of this communication.

4. Reserving all rights to contest in any future litigation the issue of whether this or any other event organized or operated by Defendant utilizes a "place of public accommodation", Defendant agrees henceforth to operate the Annual Fundraising Dinner, so long as it is held in New York, utilizes a rented venue, and offers tickets to the public, as if it utilized a "place of public accommodation" under applicable New York State and/or New York City law. The foregoing language excludes the Dinner Journal, in that specifically, Defendant is not conceding that the Dinner Journal itself is a "place of public accommodation."

5. Defendant continues to reserve the right under the First Amendment, to the extent recognized by the courts, to accept or reject any advertisement, except for the advertisement attached hereto as Exhibit B.

6. Defendant affirms that no resolutions it has adopted, or adopts in the future, are to be interpreted in a manner that requires any form of conduct in violation of the policy set forth in Exhibit A hereto or of paragraph 13 hereof.

7. Defendant's board of directors agrees to enact, as a legally binding statement of organizational policy, the text attached hereto as Exhibit A. Within 30 days of execution of this Stipulation & Consent Judgment, Defendant will prominently and indefinitely display this statement on its national website, and will provide a hyperlink to said publication via email to Plaintiff and Plaintiff's counsel immediately following publication. Defendant will disseminate this statement, along with the cover letter text attached hereto as Exhibit C, via email to its staff and membership (including all chapters and committees) within 30 days of execution of this Stipulation & Consent Judgment. Immediately thereafter, and following any subsequent email disseminations of this statement, Defendant will provide Plaintiff and Plaintiff's counsel with a copy of the form of email(s) with confirmation by Defendant's counsel in writing that dissemination has been made to the recipients listed herein. Defendant will also publish the statement in the next edition of its newsletter ("Guild Notes") and the "NLG Review" law journal and, immediately thereafter, will provide Plaintiff and Plaintiff's counsel with copies of both publications.

8. Defendant agrees to publish, in its next dinner journal or equivalent publication, a full-page advertisement as set forth in Exhibit B, attached hereto. Payment for the advertisement, as invoiced, shall be made to Defendant. Defendant agrees to provide Plaintiff and Plaintiff's counsel with copies of this publication.

9. Defendant regrets its employee's statement made in rejecting Plaintiff's proposed advertisement at issue on behalf of the "NLG National Office," which did not correctly reflect the Defendant's anti-discrimination policy.

10. Defendant agrees that a copy of this Stipulation & Consent Judgment will be placed in the personnel file of the employee referenced in the preceding paragraph. The employee has been counseled regarding the conduct at issue herein and the violation of Defendant's anti-discrimination policy.

11. This Stipulation & Consent Judgment is contingent on ratification by both parties to this action. By signing this Stipulation & Consent Judgment, the parties' counsel represents that their respective clients have ratified this Stipulation & Consent Judgment.

12. Plaintiff, its shareholders, and principal(s), agree that before taking or instituting any future action against Defendant (including without limitation to enforce this Stipulation and Consent Judgment, or to make any discrimination claim) they will, as an absolute precondition, give thirty days' written notice to Defendants' undersigned counsel (or such replacement as he or Defendant may designate in writing) specifying the purported breach or claim, in order to give Defendant prior notice and an opportunity to address and cure it. Defendant represents that, under its applicable bylaws and rules, it has discretion and authority to address and remediate any incidents in which committees, projects, or chapters fail to cure on reasonable notice a violation of the Policy set forth in Exhibit A or actually interfere with Defendant's compliance with this Stipulation and Judgment.

13. Nothing in this Stipulation & Judgment shall be interpreted in a manner that abridges any right protected by the U.S. Constitution.

14. The Court shall retain jurisdiction to enforce this Stipulation & Consent Judgment, subject to the provisions of paragraph 12 above.

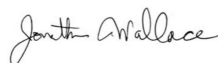
Respectfully submitted,

The Lawfare Project



by: Benjamin Ryberg, Esq.  
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Dated: May 19, 2020



by: Jonathan Wallace, Esq.  
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917-359-6234

Dated: May 19, 2020

So ordered: \_\_\_\_\_

**Exhibit A:**

The National Lawyers Guild, including its chapters, committees and projects, does not and shall not discriminate, on the basis of race, color, religion or creed, gender, gender expression, gender identity, age, national origin or ancestry, disability, marital status, sexual orientation, citizenship status, arrest or prison record, or military status, in any of its activities or operations.



**Exhibit B:**

**Congratulations to the  
National Lawyers Guild for  
Reaffirming its Commitment  
to Non-Discrimination.**

**Bibliotechnical Athenaeum,  
Israel**



**Exhibit C:**

Dear Chapter President, Committee Chair, Project Lead, or NLG member:

Attached is the National Lawyers Guild's nondiscrimination policy.

We send this in order to strengthen the health of NLG and build our immunity amidst surging oppression. We are committed to building a world in which we want to live and we know this work begins with our own organization.

We want to support staff and members across the organization to ensure that our actions are consistent with our fundamental mission to dismantle all forms of discrimination. Our goal is to reiterate with clarity that all of NLG's conduct – including public statements, event organizing, how we treat each other internally, and how we treat outside entities – must comply with the attached nondiscrimination policy, and all of NLG's resolutions, policies, and procedures must be interpreted so as to comply with this policy.

Please read the attached, share it, and consult the national organization in the event of any concern or ambiguity. Please do not hesitate to call or email me if you have questions.

Sincerely,