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June 6, 2016

Honorable A. Kathleen Tomlinson
District Court Magistrate Judge
Long Island Federal Courthouse
100 Federal Plaza
Central Islip, New York 11722

Re: *E. End Eruv Assoc., Inc.*, et al. v. *The Village of Westhampton Beach*, et al., 2:11-cv-0213 (E.D.N.Y.) (AKT); *Verizon New York, Inc.*, et al. v. *The Village of Westhampton Beach*, et al., 11-cv-00252 (E.D.N.Y.) (AKT)

Dear Judge Tomlinson:

On behalf of plaintiffs East End Eruv Association (“EEEE”), Marvin Tenzer, Morris Tuchman, Clinton Greenbaum, Alan H. Schechter, Carol Schechter, Deborah Pollack, Simcha Pollack, Jeffrey Lean, Alexa Lean (collectively, the “EEEE Action Plaintiffs”), Verizon New York, Inc. (“Verizon”), the Long Island Lighting Company d/b/a LIPA (“LIPA”) (together with EEEA, the Individual Plaintiffs, and Verizon, the “Plaintiffs”), the undersigned counsel writes to inform the Court that Plaintiffs have entered into a Settlement Agreement with the Village of Westhampton Beach (“Westhampton Beach”) resolving all claims asserted against Westhampton Beach in the action captioned *East End East End Eruv Association, Inc.*, et al. v. *The Village of Westhampton Beach and The Village of Quogue*, No. 2:11-cv-02130 (E.D.N.Y.) (the “EEEE Action”) and the action captioned *Verizon New York, Inc.*, et al. v. *Village of Westhampton Beach and The Village of Quogue*, et al., No. 11-cv-0252 (E.D.N.Y.) (the “Verizon Action,” and together with the EEEA Action, the “Actions”). For the reasons set forth below, Plaintiffs respectfully request that the Court retain jurisdiction over any and all disputes arising or otherwise relating to the construction and enforcement of the Settlement Agreement.

Pursuant to the terms of the Settlement Agreement, attached hereto as Exhibit A, the parties have agreed that “[t]he United States District Court for the Eastern District of New York shall retain jurisdiction to enforce the terms of this Agreement.” See Settlement Agreement at ¶ 15. The parties further agreed that Plaintiffs “may seek an order of the Court acknowledging its retention of jurisdiction.” *Id.* Plaintiffs reached similar settlement agreements in the above-captioned actions with Defendant Town of Southampton Zoning Board of Appeals (“Southampton ZBA”) and the Town of Southampton (“Southampton”) in September 2015 and with the Village of Quogue in March 2016, and made the same letter request for Your Honor to retain jurisdiction over the construction and enforcement of that agreement. Both times, Your Honor ruled that it had no issue with retaining jurisdiction in the two above-captioned actions. Order, *E. End Eruv Assoc., Inc.*, et al. v. *Town of Southampton*, et al., 13-cv-

Honorable A. Kathleen Tomlinson
June 6, 2016
Page 2

Weil, Gotshal & Manges LLP

04810 (E.D.N.Y.) (AKT) (Dkt. No. 92) (Sept. 10, 2015); *Verizon New York, Inc., et al. v. The Village of Westhampton Beach, et al.*, 11-cv-00252 (E.D.N.Y.) (AKT) (Dkt. No. 157) (Sept. 10, 2015); Order, *Eruv Association, Inc., et al. v. The Village of Westhampton Beach and The Village of Quogue*, No. 2:11-cv-02130 (E.D.N.Y.) (AKT) (Dkt. No. 287) (Mar. 9, 2016); *Verizon New York, Inc., et al. v. The Village of Westhampton Beach, et al.*, 11-cv-00252 (E.D.N.Y.) (AKT) (Dkt. No. 162) (Mar. 9, 2016).

As Your Honor is aware, court protection of Free Exercise rights remains critical to the EEEA Action Plaintiffs. Accordingly, the Plaintiffs respectfully request that the Court retain jurisdiction over any and all disputes arising or otherwise relating to the construction and enforcement of this Settlement Agreement, as well.

Per the terms of the Settlement Agreement, Plaintiffs will file stipulations of dismissal of Westhampton Beach from the above-captioned actions within the agreed-upon 7-day period. *See* Settlement Agreement at ¶¶ 10-11. Westhampton Beach will file a stipulation of dismissal of its counterclaims in the Verizon Action within the agreed-upon 7-day period. *Id.* at ¶ 12. The parties therefore further request that such stipulations be so-ordered.

Respectfully submitted,

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Honorable A. Kathleen Tomlinson
June 6, 2016
Page 3

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