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May 2, 2008

VIA HAND DELIVERY


The Honorable Raymond J. Dearie
Chief United States District Judge
United States District Court for the Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

Re: Lucker et al. v. Bayside Cemetery and Congregation Shaare Zedek,
No. 07 Civ. 3823 (RJD) (JMA)

Dear Chief Judge Dearie:

I am authorized by counsel for all parties in the above-referenced action to submit the enclosed Stipulated Order Administratively Closing the Action and Tolling Agreement for the Court's consideration. This is a courtesy copy, with the original having been filed with the Court's electronic filing system as Document #18.

Respectfully submitted,


(Russell M. Steinthal (RS 1650))

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Attorneys for Defendants

Enclosure

cc: All counsel (by electronic mail)

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

JOHN R. LUCKER, ELIZABETH A. LUCKER,)
NANCY L. ROUSSEAU, Individually and On)
Behalf of All Others Similarly Situated,)
Plaintiffs,)
-against-)
BAYSIDE CEMETERY and)
CONGREGATION SHAARE ZEDEK,)
Defendants.)

No. 07 Civ. 3823 (RJD) (JMA)

**STIPULATED ORDER OF
ADMINISTRATIVELY CLOSING THE
ACTION AND TOLLING
AGREEMENT**

**COURTESY COPY – ORIGINAL FILED
BY ECF, DOCUMENT # 18**

IT IS HEREBY STIPULATED AND AGREED THAT:

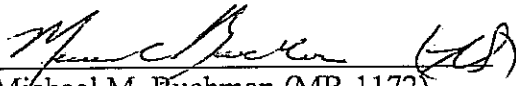
1. Plaintiffs do hereby administratively close the above-entitled action, with leave to re-open without prejudice. The Court shall retain jurisdiction for the purposes of enforcing the provisions of this order.
2. Plaintiffs shall not commence, until at least September 26, 2008 (the "Tolling Period"), any litigation or other proceeding against either Defendant, or any of their officers, directors, or employees, except as provided below in paragraph 4 or paragraph 5. The Tolling Period may be extended by written agreement of the parties.
3. After the expiration of the Tolling Period, Plaintiffs shall have the right to reinstate the above-entitled action to the Court's calendar by letter. If the action is reinstated pursuant to this provision, it shall be deemed to have been filed as of the date of the original Complaint in the above-entitled action, and the Tolling Period shall not be considered for the purposes of computing any time-related defense.
4. On or before August 15, 2008, Defendants shall provide Plaintiffs with a copy of all contracts with third parties relating to the proposed "one-time cleanup" of Bayside Cemetery, including a detailed description of the scope of the work to be performed and the estimated date of completion of such work. In addition, Defendants shall provide Plaintiffs at that time with detailed information concerning a long term plan to restore the cemetery, including the recognition and honoring of all perpetual/annual care contracts. If a contractor has not been engaged for the "one-time cleanup" by August 15, 2008, and/or a long term plan has not been established for the care and maintenance of perpetual/annual care plots at Bayside Cemetery, Plaintiffs shall have the right to immediately restore their action.

5. During the Tolling Period, neither Defendant shall transfer any right, title, or interest in Bayside Cemetery, or in its real or personal property, without giving sixty (60) days prior notice to Plaintiffs, provided that nothing in this paragraph shall require Defendants to give prior notice or otherwise restrict the right of Defendants to expend reasonable funds for the maintenance and upkeep of Bayside Cemetery.
6. None of the parties to this action shall sue, implead, or seek any discovery or testimony from any individuals or organizations, otherwise unaffiliated with either Defendant, that assist or agree to assist with the cleanup or restoration of Bayside Cemetery, whether in a paid or unpaid capacity. Each party shall, upon the request of any such individual or organization, provide a written assurance to that effect, in a form suitable to such individual or organization. The restrictions of this paragraph shall apply in this action, or in any other action filed in this Court, with the same force and effect as a protective order entered pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, and shall also bind the parties in any action filed by any of them in any other court that relates to Bayside Cemetery or arises out of common facts, circumstances, or transactions as this action. The provisions of this paragraph shall not be limited in time, and shall survive the entry of any final judgment in this action.
7. This stipulation is being entered into without regard to the merits of the action, and each of the parties explicitly reserves its respective rights, claims, objections, and defenses, except as is specifically provided above. Nothing in this stipulation shall operate as an admission of any party.


-SIGNATURES FOLLOW-

AGREED TO:

MICHAEL M. BUCHMAN, ESQ.

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SO ORDERED

this ___th day of April, 2008, at Brooklyn, New York:

The Honorable Raymond J. Dearie
Chief United States District Judge