

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

ATTENTION: ALL PERSONS WITH A MOBILITY DISABILITY: If you have used, tried to use, or believe you will in the future use or try to use any of the City of Los Angeles’s sidewalks, intersections, crosswalks, streets, curbs, curb ramps, walkways, pedestrian rights of way, pedestrian undercrossings, pedestrian overcrossings, or other pedestrian pathways or walks, **you may be a member of the proposed settlement class affected by this lawsuit.** This is a court-authorized notice.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY LEGAL PROCEEDINGS IN THIS CASE.

NOTICE OF CLASS ACTION

The purpose of this notice is to inform you of a proposed settlement in a pending class action lawsuit brought on behalf of persons with mobility disabilities. The class action settlement (“Settlement Agreement”), which must be approved by the United States District Court, was reached in the case entitled *Willits v. City of Los Angeles*, Case No. CV 10-05782 CBM (RZx), pending in the United States District Court for the Central District of California.

BASIC INFORMATION

Filed in 2010, this lawsuit alleges that the City of Los Angeles (“City”) violated federal and state disability access laws by denying individuals with mobility disabilities access to sidewalks, intersections, crosswalks, streets, curbs, curb ramps, walkways, pedestrian rights of way, pedestrian undercrossings, pedestrian overcrossings, or other pedestrian pathways or walks (“Pedestrian Facilities”) owned, controlled or maintained by the City in whole or in part. The City denies these allegations and disputes that it has any liability or committed any wrongdoing.

This is a class action. In a class action, one or more people or organizations, called Class Representatives (in this case Mark Willits, Judy Griffin, Brent Pilgreen, and Communities Actively Living Independent and Free [“Plaintiffs”]), sue on behalf of people who have similar legal claims. All of these people are a Class or Class Members. One court resolves the issues for all Class Members. United States District Judge Consuelo B. Marshall is in charge of this class action.

The Court did not decide in favor of either Plaintiffs or the City in this case. Instead, both sides agreed to a settlement. That way, they avoid the cost, delay, and uncertainty of a trial, and settlement benefits go to the Class Members. The Class Representatives and Class Counsel (the attorneys appointed by the Court to represent the Class) think the proposed settlement is in the best interests of the Class Members taking into account the benefits of the settlement, the risks of continued litigation and the delay in obtaining relief for the Class if the litigation continues.

THE SETTLEMENT CLASS

The settlement class includes all persons (including, without limitation, residents of and visitors to the City) with any mobility disability, who, at any time from the beginning of time through the thirty-year term of the Settlement Agreement: (1) accessed or attempted to access any sidewalks, intersections, crosswalks, streets, curbs, curb ramps, walkways, pedestrian rights of way, pedestrian undercrossings, pedestrian overcrossings, or other pedestrian pathways or walks owned, controlled or maintained by the City in whole or in part (“Pedestrian Facility”), but were impaired or unable to do so because a barrier or condition made the Pedestrian Facility not suitable or sufficient for use; or (2) allege that they would have accessed or attempted to access a Pedestrian Facility but they could not do so because a barrier or condition made the Pedestrian Facility not suitable or sufficient for use.

SUMMARY OF THE PROPOSED SETTLEMENT AGREEMENT

The Settlement Agreement will be in effect for thirty (30) years. Throughout that time period, the City will implement a program to improve access to Pedestrian Facilities for people with mobility disabilities. The program will include the following main components:

1. Access Barrier Removal in Existing Pedestrian Facilities

The Settlement Agreement requires the City to spend approximately \$1.37 billion over the next thirty (30) years to implement a program to remove or remediate access barriers in existing Pedestrian Facilities. The City will allocate funding for the program according to the following schedule: \$31 million per year for the first five years; \$35.7 million per year for years six through ten; \$41.2 million per year for years eleven through fifteen; \$47.5 million per year for years sixteen through twenty; \$54.8 million per year for years twenty one through twenty-five; and \$63.17 million per year for years twenty-six through thirty.

The settlement funds will be used, among other things, for installation, repair, remediation, construction, design, inspection, monitoring and administrative fixed costs of or relating to the following types of improvements: (1) installation of missing curb ramps; (2) repair of damage that tree roots have caused to sidewalk or walkway surfaces; (3) upgrading of existing curb ramps; (4) repair of broken and/or uneven pavement in the pedestrian rights of way; (5) repair of vertical or horizontal displacement or upheaval of the sidewalk or crosswalk surfaces; (6) correction of non-compliant cross-slopes in sidewalks or sections of sidewalks; (7) removal of protruding and overhanging objects and/or obstructions; (8) widening of pedestrian rights of way; (9) providing clearance to the entrances of public bus shelters; (10) repair of excessive gutter slopes at the bottom of curb ramps leading into crosswalks; (11) elimination of curb ramp lips on curb ramps; (12) installation of accessible tree grates; (13) installation of utility covers; and (14) remediating other non-compliant conditions.

2. Priority Guidelines for Removal of Access Barriers

In selecting, removing, and remediating existing access barriers, the City will exercise its discretion and give priority to Pedestrian Facilities serving the following locations: (1) City

government offices and facilities; (2) transportation corridors; (3) hospitals, medical facilities, assisted living facilities, and other similar facilities; (4) places of public accommodation such as commercial and business zones; (5) facilities containing employers; and (6) other areas such as residential neighborhoods and undeveloped areas.

3. Access Request Program

During the thirty-year term of the Settlement Agreement, settlement class members will have the opportunity to submit requests to remove or remediate access barriers. Requests for barrier removal will be reviewed and investigated in the order received. The City will use its best efforts, to the extent feasible, to complete each requested barrier removal or remediation within 120 day of receiving the request. If the City has multiple requests, it will give highest priority to requests for barrier removal in residential neighborhoods or that are necessary to provide access to bus stops or other forms of public transit. The City will also give priority to removing barriers that inhibit access to: (1) City government offices and facilities; (2) hospitals, medical facilities, assisted living facilities, and other similar facilities; (3) places of public accommodation such as commercial and business zones; and (4) facilities containing employers.

4. Access to Newly Constructed and Altered Facilities

In implementing the program, the City will ensure that all future construction and alteration work on Pedestrian Facilities will be in compliance with applicable disability access standards. In addition, the City will upgrade noncompliant curb ramps and/or install new curb ramps where existing ramps are lacking in connection with street resurfacing and repaving and other major street improvement projects. Barrier removal in connection with such new construction and alterations **will not** be funded by the \$1.37 billion fund described in paragraph 1. Those improvements will be paid for separately by the City.

5. Access and Construction Database

Within the first two years of the program, the City will create a database that will include: (1) lists and maps of all locations where curb ramps and other Pedestrian Facilities have been installed or fixed since the Settlement Agreement went into effect; (2) a list of the pending access requests submitted to and received by the City; (3) a list and map of the access requests processed and completed by the City; (4) a list and map of all locations of Pedestrian Facilities about which the City received access grievances or complaints; (5) the amount of settlement funds the City has spent on access improvements; and (6) a list and display of the City's street construction and resurfacing or repaving projects that involve alterations or improvements to pedestrian pathways.

The database will be made available to the public in electronic form on or through the City's official website and in written form through the office of the ADA Coordinator. The access information in the database will also be made available to the public upon request in the form of printed maps, as well as in necessary and appropriate alternative formats, including foreign languages (consistent with ballot requirements), large print, Braille (if feasible) and accessible

electronic formats that can be recognized and read by software commonly used by persons with visual impairments to read digital information.

6. ADA Coordinator

Within the first year of the program, the City will hire an ADA Coordinator for the City's Pedestrian Facilities. The ADA Coordinator will have substantial experience in evaluating or assisting public entities in evaluating the accessibility of facilities under Title II of the ADA, be knowledgeable regarding current federal and state accessibility standards, have a minimum of three years' experience in providing ADA services related to accessible facilities, and will be licensed either as an architect or as a registered civil engineer. The ADA Coordinator will also obtain CAS (certified access specialist) certification within no more than twelve months of her or his hire date.

7. Monitoring

Class Counsel shall be responsible for monitoring the City's implementation of the Settlement Agreement throughout its thirty-year term. Throughout the term of the Settlement Agreement, the City will provide Class Counsel with regular reports about the City's compliance with the terms of the Settlement Agreement. The City and Class Counsel will also meet periodically during the term of the Settlement Agreement to discuss the City's efforts to implement and comply with the Settlement Agreement.

RELEASE OF CLAIMS

The Settlement Agreement resolves and releases for the thirty-year term of the Settlement Agreement, all claims for injunctive, declaratory or other non-monetary relief that were brought, could have been brought, or could be brought in the future under any disability and/or accessibility laws and that relate to the accessibility of any of the City's Pedestrian Facilities to individuals with mobility disabilities. The Settlement Agreement does not provide for any monetary relief to the Settlement Class, and it does not release any damages claims that Settlement Class members may have.

The Parties shall also jointly request the Court issue the following findings:

- (i) The City's implementation of the Settlement Agreement assures that the City's Pedestrian Facilities, when viewed in their entirety, are readily accessible to and usable by individuals with Mobility Disabilities.
- (ii) The Settlement Agreement sets forth a reasonable time period and reasonable expenditures of funding for making necessary improvements to assure that the City's Pedestrian Facilities, when viewed in their entirety, are readily accessible to and usable by individuals with Mobility Disabilities.
- (iii) There is no evidence before the District Court that the City has intentionally discriminated or acted with deliberate indifference against individuals with Mobility Disabilities.

(iv) The City's compliance with and implementation of the Settlement Agreement are sufficient to satisfy the City's legal obligations to provide Program Access to its Pedestrian Facilities, when viewed in their entirety, for individuals with Mobility Disabilities.

REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES

The settlement class is represented by Schneider Wallace Cottrell Konecky Wotkyns, LLP, Goldstein Borgen Dardarian & Ho, the Disability Rights Legal Center, and the Legal Aid Society – Employment Law Center. The City has agreed, subject to court-approval, to pay the sum of \$13,300,000 as reasonable attorneys' fees, and the sum of \$1,700,000 for litigation costs and expenses. Class Counsel shall also be entitled to reasonable monitoring fees as set forth in the Settlement Agreement. Any award of attorneys' fees, costs and expenses must be approved by the Court as fair, reasonable and consistent with prevailing marketplace standards. The Court-awarded amount will not be paid from the monies to be spent on disability access improvements pursuant to the Settlement Agreement.

FAIRNESS OF SETTLEMENT

The Class Representatives and Class Counsel have concluded that the terms and conditions of the proposed Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. In reaching this conclusion, the Class Representatives and Class Counsel have considered the benefits of the settlement, the possible outcomes of continued litigation of these issues, the expense and length of continued litigation, and actual and possible appeals.

THE COURT'S FINAL APPROVAL/FAIRNESS HEARING

The Court has preliminarily approved the settlement, and has scheduled a hearing for July 12, 2016 at 10:00 a.m. in the Courtroom of the Honorable Consuelo B. Marshall, United States District Court for the Central District of California, 312 North Spring Street Los Angeles, CA 90012-4701, to decide whether the proposed settlement is fair, reasonable, and adequate, and should be finally approved. Although you are not required to attend, as a Settlement Class member, you have the right to attend and be heard at this hearing. At the hearing, the Court will consider any objections to the settlement. Judge Marshall will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement. The Court will also consider how much to award Class Counsel as reasonable attorneys' fees, costs and litigation expenses. We do not know how long this decision will take.

This hearing date is subject to change without further notice. If you wish to be informed of any changes to the schedule, please notify Class Counsel at the addresses listed in the next section below. You may also check the Settlement Website at <http://www.losangelesadasettlement.org> or the public court records on file in this action at <https://www.pacer.gov/> for any updates.

OBJECTIONS TO THE SETTLEMENT

Any Settlement Class member may object to the terms of the proposed settlement described above by either: (1) appearing at the Court's Final Approval Hearing and speaking to the Court about your objection; or (2) filing a written objection with the District Court and serving Class Counsel with a copy. If you submit a written objection, you do not have to come to the Final Approval Hearing to talk about it.

If you submit a written objection, it should include the following information: your name, address, and, if available, your telephone number and e-mail address; if you are being represented by counsel, the name, address, telephone number and e-mail address of your attorney; (b) a statement of your objections; and (c) a statement of whether you are a member of the Settlement Class.

Please note that the Court can only approve or deny the settlement, not change the terms of the settlement.

All written objections should be filed or postmarked on or before June 13, 2016. A copy of any written objection filed with the Court must be sent to at least one of the Class Counsel at the following addresses:

Guy B. Wallace, Esq.
Schneider Wallace Cottrell Konecky Wotkyns LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608

Linda M. Dardarian, Esq.
Goldstein Borgen Dardarian & Ho
300 Lakeside Drive, Suite 1000
Oakland, CA 94612

Jinny Kim, Esq.
Legal Aid Society-Employment Law Center
180 Montgomery Street, Suite 600
San Francisco, CA 94104

Anna Rivera, Esq.
Disability Rights Legal Center
256 S. Occidental Blvd., Suite B
Los Angeles, CA 90057

You may but are not required to appear at the Final Approval Hearing scheduled for July 12, 2016 at 10:00 a.m., in Courtroom 2 of the United States District Court for the Central District of California, 312 North Spring Street, Los Angeles, California, 90012-4701, to have your objection heard by the Court.

Any Class Member who does not object at or before the Final Approval Hearing will be deemed to have approved the Settlement and to have waived such objections and shall not be able to make any objections (by appeal or otherwise) to the Settlement.

IF YOU DO NOT OPPOSE THIS SETTLEMENT, YOU NEED NOT APPEAR OR FILE ANYTHING IN WRITING.

BINDING EFFECT

The proposed Settlement Agreement, if given final approval by the Court, will bind all members of the Settlement Class. This will bar any person who is a member of the Settlement Class from prosecuting or maintaining any claim or action released under the terms of the Settlement Agreement.

RELATED ACTIONS

In addition to requiring approval by the United States District Court, the proposed Settlement Agreement is also conditioned upon the approval of the related settlements reached in other, similar lawsuits pending against the City, entitled *Saundra Carter v. City of Los Angeles*, Case No. BC363305, and *Nicole Fahmie v. City of Los Angeles*, Case No. BC363305 (formerly Case No. BC381773), pending in Los Angeles County Superior Court (the “State Actions”). The terms of the settlement in the State Actions are similar to the terms discussed in this Notice. Any objections may be submitted to the settlement in the State Actions in the same manner as outlined hereinabove for the *Willits* action, and a final approval hearing will be scheduled in the Los Angeles County Superior Court for a date following the Final Approval Hearing in the *Willits* action (scheduled to occur in the U.S. District Court on July 12, 2016, as discussed above). For further details of the State Actions, the terms of the settlement in the State Actions, and the approval process (including instructions for submitting objections and the date, time and location of the final approval hearing), please contact Class Counsel at the address or telephone number provided below.

FURTHER INFORMATION

The terms of the settlement are only summarized in this notice. For the precise and full terms and conditions of the settlement, please see the Settlement Agreement available at <http://www.losangelesadasettlement.org>, or by accessing the Court docket on this case through the Court’s Public Access to Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Central District of California, 312 North Spring Street, Los Angeles, California, 90012-4701, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

You can also obtain more detailed information about the settlement or a copy of the Settlement Agreement from Class Counsel at any of the following addresses:

Guy B. Wallace, Esq.
Schneider Wallace Cottrell Konecky Wotkyns LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608

Linda M. Dardarian, Esq.
Goldstein Borgen Dardarian & Ho
300 Lakeside Drive, Suite 1000
Oakland, CA 94612

Jinny Kim, Esq.
Legal Aid Society-Employment Law Center
180 Montgomery Street, Suite 600
San Francisco, CA 94104

Anna Rivera, Esq.
Disability Rights Legal Center
256 S. Occidental Blvd., Suite B
Los Angeles, CA 90057

Class members may also contact Class Counsel at the following toll-free number
1-855-303-0067 to obtain further information about the settlement or settlement documents.

Please do not direct questions to the District Court.

To obtain copies of this Notice in alternative accessible formats, please contact Class Counsel listed above.