

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made and entered into by and between NATIONAL FEDERATION OF THE BLIND (“NFB”), a nonprofit organization, MINDY JACOBSEN, JOYCE CARRICO, and NIHAL ERKAN (“Individual Plaintiffs” and, collectively with NFB, the “Plaintiffs”) and the CITY OF NEW YORK (“the City”), NEW YORK CITY DEPARTMENT OF INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS (“DoITT”), ANNE ROEST, in her official capacity as Commissioner of the New York City Department of Information Technology and Telecommunications, and CITYBRIDGE LLC (“CityBridge”) (collectively the “Defendants”). Plaintiffs and Defendants are each Parties to this Agreement and shall be referred to, collectively, as the “Parties.” This Agreement is effective as of the Effective Date, as defined below.

## **RECITALS**

**WHEREAS**, Plaintiffs filed a complaint dated July 28, 2016 against Defendants in the United States District Court for the Southern District of New York (the “Lawsuit”) alleging that Defendants, *inter alia*, violated Title II of the Americans with Disabilities Act (“ADA”), Title III of the ADA, Section 504 of the Rehabilitation Act (“Section 504”), New York Human Rights Law (“NYHRL”), and New York City Human Rights Law (“NYCHRL”) (collectively the “Statutes”) in connection with inaccessible functions and services sought by the Individual Plaintiffs at the LinkNYC public communications network owned, operated, and maintained by Defendants on the City’s public sidewalks;

**WHEREAS**, Defendants, making good faith efforts – including working with the New York City Mayor’s Office for Persons with Disabilities (“MOPD”) and individuals who are blind – to design, test, launch, and operate the Links (as defined below) in an accessible manner, with

the goal of providing individuals with disabilities with an experience that is full and equal to that provided to users without disabilities and, as part of these ongoing efforts, with the cooperation of, and after receiving feedback from, Plaintiffs, installed and enabled a basic nonvisual user interface comprising an open-source screenreader and text-to-speech (“TTS”) software, as well as other accessibility features, on the Links prior to entering into this Agreement;

**WHEREAS**, in recognition of Defendants’ actions prior to the Agreement, Plaintiffs withdrew certain motions and agreed to the necessary time to pursue an amicable resolution to the Lawsuit;

**WHEREAS**, the Parties remain committed to taking additional steps to provide a fully and equally accessible user experience of the Links without regard to disability; and

**WHEREAS**, the undersigned Parties desire to avoid the necessity risks, and expenses, attendant to litigation or other legal proceedings related to the Lawsuit; NOW

**THEREFORE**, in full satisfaction of all claims that the Parties had, have or may have, whether asserted or unasserted, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **DEFINITIONS**

When used in this Agreement, the following terms shall have the following definitions:

“**Blind**” is used in its broadest sense to include all persons who have a vision-related disability that requires the use of alternative techniques or assistive technology to access visual information.

“**Link**” means a kiosk that provides a tablet interface that functions both as a public paid telephone and to provide a variety of other communication services in accordance with

CityBridge's franchise agreement with DoITT and are owned, operated, or developed by CityBridge that may be used by members of the general public.

**“Accessible”** (or **“Accessibility”**) means, with respect to Links, that blind individuals are able to privately and independently acquire the same information and enjoy the same services as non-blind individuals with substantially equivalent ease of use. Compliance with this accessibility definition and the terms of this Agreement and the Accessibility Plan satisfy the nonvisual access requirements of the applicable provisions of the Statutes. The Parties each acknowledge that Defendants: (i) maintain the right to achieve Accessibility using methods of their own choosing; and (ii) need not implement “best practices” that exceed the requirements of the Statutes.

**“Monitor”** means a third-party individual(s) or entity(ies) with expertise in accessibility who is mutually agreed upon by the Parties. The Monitor will be identified within 45 days of the Effective Date.

**“Effective Date”** means the date by which this Agreement has been signed by all Parties, the Court has accepted jurisdiction to enforce the Agreement, and a Notice of Dismissal With Prejudice for this Lawsuit (in the form set forth at Exhibit C) has been signed by all Parties, filed with the Court, and “So Ordered” by the Court, subject to the continuing jurisdiction of the Court over this Agreement.

**1. Remedial Actions**

a. Links

- i. The Accessibility Plan attached hereto as Exhibit A describes in detail the additional modifications Defendants agree to provide with respect

to the Accessibility of the Links and the timeframes within which Defendants agree to make those changes.

- ii. Within 30 calendar days of the Effective Date, Defendants shall begin implementing the Accessibility Plan.
- iii. Defendants shall complete each phase of the Accessibility Plan on or prior to the date set forth therein.
- iv. Defendants agree that any services or other information offered through the Links that are added after the Effective Date shall be Accessible prior to making such services or other information available to the general public on the Links.

b. Accessibility Policies and Procedures

- i. The Accessibility Policy and Procedures attached hereto as Exhibit B set forth in detail the steps required by CityBridge pursuant to this Agreement to provide for the Accessibility of all future programs and services offered by the Links when introduced.
- ii. Within 30 days of the Effective Date, CityBridge shall implement these Accessibility Policies and Procedures.

**2. Monitoring of Accessibility Plan and Review of Policies and Procedures**

- a. Six months after the Effective Date, one year after the Effective Date, and annually thereafter until the end of the Agreement, CityBridge shall furnish to the Parties and Monitor a report of its progress (“Progress Report”) in implementing the Accessibility Plan and Accessibility Policies and Procedures.

- b. Within 10 business days of issuing the Progress Report, CityBridge will offer dates to the Monitor to access either a Link testing environment (“LTE”) or a live Link kiosk at a location mutually agreeable to the Monitor and CityBridge. The LTE must permit the Monitor to test the Accessibility of all Link services and other information currently available to the general public.
- c. Within 10 business days of the Monitor testing the Accessibility of the Link services and other information that CityBridge had reported as Accessible in its most recent Progress Report, the Monitor shall produce a report of its test results to the Parties (a “Link Test Report”).
- d. Within 15 business days of the issuance of the Link Test Report, CityBridge shall provide Plaintiffs’ counsel with a plan and timeline to remediate any Link functionality identified as Accessible in the Progress Report but identified as not Accessible in the corresponding Link Test Report. CityBridge shall notify the Monitor when such remediation is complete. The Monitor shall then test all newly-remediated functionality and furnish an updated Link Test Report to the Parties within seven (7) business days.
  - i. Should any dispute arise between CityBridge and the Monitor regarding whether a Links’ feature, service, information, or amenity is Accessible, the Parties shall avail themselves of the dispute resolution mechanisms provided below in Paragraph 4.
- e. The process described in the preceding paragraph shall be repeated until the Monitor reasonably concludes that all of the functionality identified as Accessible in the Progress Report is, in fact, Accessible or a Party has

determined and notified the other Parties in writing of a need to invoke the Dispute Resolution mechanism detailed in Paragraph 4 below.

**3. Term**

The Agreement shall have effect from the Effective Date and shall continue in force for a period of three (3) years. However, in the event the franchise agreement between CityBridge and DoITT is terminated prior to the end term of the Agreement, this Agreement and all its terms herein shall immediately terminate and cease to exist. However, should early termination occur, nothing in this Agreement relieves DoITT from any legal responsibility to maintain Accessibility in any public communication network it offers.

**4. Dispute Resolution**

Any disputes arising under this Agreement shall be resolved according to the following procedure:

- a. Notification in Writing: Counsel for a Party shall notify counsel for the other Parties in writing of any perceived non-compliance with the terms of this Agreement, or any other perceived dispute related to the terms, processes, or obligations set forth in this Agreement (including, but not limited to, determinations made by the Monitor), by any Party.
- b. Meet and Confer: Unless otherwise agreed to by the Parties, with respect to any particular dispute, the Parties agree to meet and confer in good faith, within fifteen (15) business days after receipt of a written notification of a dispute pursuant to the previous paragraph.

- c. Application for Further Relief: If the meet-and-confer does not lead to a resolution of the dispute, then, no sooner than fifteen (15) business days after providing the other parties with written notice of an intent to terminate the meet and confer process, any party may apply to the Court for further relief with respect to the dispute to the extent it involves compliance with this Agreement. The Parties acknowledge the Court retains jurisdiction to enforce the terms of the Agreement.
- d. Fees and costs for dispute resolution shall be awarded in accordance with the standards set forth in *Christiansburg Garment Co. v. EEOC*, 434 U.S. 412 (1978).

**5. General Releases**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Plaintiffs, for themselves, their administrators, representatives, executors, successors and assigns, and each of their past and present officers, directors, board members, partners, owners, supervisors, employees, New York State affiliate, New York City chapter, agents and attorneys, including, without limitation, any and all persons acting by, through, under or in concert with any of them (collectively, “Plaintiff Releasers”), do hereby irrevocably and unconditionally release, acquit and forever discharge CityBridge, the City of New York, DoITT and each of CityBridge’s, the City of New York’s, and DoITT’s past and present officers, directors, partners, owners, members, supervisors, employees, affiliates, agents and attorneys, including without limitation, any and all persons acting by, through, under or in concert with any of them (collectively, “Defendant Releasees”), and each of them from any and all charges,

complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, remedies, actions, causes of action, suits, rights, demands, losses, debts regarding the Accessibility of the LinkNYC public communications network (expressly including, but not limited to, the Links) of any nature whatsoever, known or unknown, whether in law or equity, including Claims arising under the laws, rule, and/or regulations of the United States, the Statutes, local or other governmental codes and/or statutes and/or State laws, Constitutions, common law, (including, but not limited to, Title II of the ADA, Title III of the ADA, Section 504, the NYHRL, and the NYCHRL) and/or claims arising out of the allegations contained in the Complaint which Plaintiff Releasors may have against each or any of the Defendant Releasees, which Claims arose on or before the date CityBridge, the City of New York, and DoITT each execute this Agreement, EXCEPT that Plaintiff Releasors do not release any claim to enforce the terms of this Agreement or any claim(s) by Plaintiffs for failure by either Defendant relating to the Accessibility of any public communications networks other than the Links in New York City.

Plaintiffs further agree not to assert, and not to aid or assist anyone else in asserting, that Defendants are violating or have violated any Statutes with respect to the Accessibility of the Links in New York City.

6. **Binding on Successors**

Notwithstanding Paragraph 3 above, the provisions of the Agreement shall be binding upon, and shall inure to the benefit of, the successors, assigns, heirs, executors, administrators, parent entities, subsidiaries, and affiliates of the respective Parties. However, nothing in this provision shall be interpreted as making this Agreement and/or its terms, including the provision concerning Release of Claims binding upon, or



applicable to, any new Links franchises outside of the existing franchises under the franchise agreement between CityBridge and DoITT or to any other program, activity, or service of DoITT.

**7. No Admission of Liability**

This Agreement does not constitute an admission of liability, wrongdoing, or unlawful conduct by any of the Parties, and it is expressly understood and agreed that this Agreement is entered into solely for the mutual convenience of the Parties.

**8. Press Statements**

No sooner than two (2) business days after the Effective Date, the Parties may each issue separate press releases regarding the settlement if so desired. Each party issuing a press release agrees not to disclose any monetary component of this Agreement or impute liability or any violation of law or regulation on any Party therein. Prior to issuing a press release, each party issuing a press release must first provide a draft to the other parties at least one (1) full business day before its release (providing at least twenty-four (24) hours). The non-issuing parties may suggest changes to the issuing party and each issuing party will consider the other parties' suggestions in good faith, keeping in mind the cooperative spirit and intent of the Agreement.

**9. Reasonable Attorneys' Fees and Costs**

Upon the execution of the Agreement by all Parties, Plaintiffs and CityBridge shall confer in good faith regarding CityBridge's payment of Plaintiffs' reasonable attorneys' fees and costs associated with this lawsuit and shall exchange relevant information that Plaintiffs and CityBridge agree is necessary to facilitate such discussions. If within 15 days of the Effective Date, agreement has not been reached,

Plaintiffs and CityBridge shall agree to bring the matter to mediation at JAMS in New York City before a JAMS mediator mutually agreed to by CityBridge and Plaintiffs. If CityBridge and Plaintiffs reach a resolution upon the completion of the mediation, CityBridge and Plaintiffs shall split the costs of the one day JAMS mediation. If CityBridge and Plaintiffs do not reach a resolution upon the completion of the mediation, CityBridge shall pay the costs of the one day JAMS mediation. If after one (1) full day of mediation there remains no resolution, either party may provide written notice that it wishes to cease the mediation process. If the mediation process is ended without a resolution, Plaintiffs and CityBridge agree to request a fee hearing before the Court for a mandatory, binding, decision.

**10. Force Majeure**

Failure of the Defendants to perform any action required by this Agreement shall not subject them to any liability or remedy for damages or otherwise, or constitute a breach of this Agreement, if such failure is occasioned in whole or in part by an act of God, fires, accidents, hurricanes, earthquakes, explosions, floods, wars, terrorism, labor disputes or shortages, riots or sabotage, or any similar circumstance beyond Defendants' reasonable control. However, such a failure shall not excuse Defendants from the obligation to restore Accessibility to the Links contemporaneously to the restoration of Links services unrelated to Accessibility.

**11. Admissibility of Agreement**

This Agreement shall only be admissible in an action or proceeding, or before any governmental or judicial body, when necessary to enforce the terms of this Agreement, or as otherwise required by law.

**12. Severability**

In the event that any portion of the Agreement is determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect, and such invalid or unenforceable provision shall automatically be deemed rewritten to the minimal extent necessary to eliminate such invalidity or unenforceability.

**13. Construction**

This Agreement shall be deemed to have been drafted by all of the Parties, and the principle of construing a document against the Party that drafted it shall have no application to this Agreement.

**14. Representation by Counsel**

The Parties acknowledge that they have retained legal counsel to review this Agreement, and have consulted said counsel concerning the terms and conditions of the Agreement. The Parties further acknowledge that they have read and fully understand each and every term of this Agreement and the consequences thereby, and knowingly and voluntarily enter into this Agreement. The Parties represent and warrant that they possess the legal and mental capacity to understand and enter into this Agreement on behalf of themselves, and knowingly and forever waive and relinquish any right or claim whatsoever to directly or collaterally attack the validity of the Agreement on any grounds, other than impossibility, or a change of governing law, including, but not limited to, unconscionability, duress, coercion, lack of adequate legal representation, physical or mental or legal incapacity, incompetence, or any claim of counsel's conflict of interest.

**15. Notices**

Unless otherwise specified in this Agreement, any and all written notices that are required and/or requested herein shall be forwarded by certified mail, return receipt requested, to:

a. To the NFB:

The National Federation of the Blind, Inc.  
200 East Wells Street at Jernigan Place  
Baltimore, Maryland 21230  
Attn: Marc Maurer, Director of Legal Policy

With Copies to:

Brown, Goldstein & Levy LLP  
120 East Baltimore Street, Suite 1700  
Baltimore, Maryland 21202  
Attn: Daniel F. Goldstein, Esq.

Disability Rights Advocates  
675 Third Avenue, Suite 2216  
New York, New York 10017  
Attn: Michelle Caiola, Esq.

b. To the Individual Plaintiffs:

Brown, Goldstein & Levy LLP  
120 East Baltimore Street, Suite 1700  
Baltimore, Maryland 21202  
Attn: Daniel F. Goldstein, Esq.

Disability Rights Advocates  
675 Third Avenue, Suite 2216  
New York, New York 10017  
Attn: Michelle Caiola, Esq.

c. To CityBridge, LLC:

Intersection Media, LLC as managing member of  
CityBridge, LLC  
Attn: General Counsel  
10 Hudson Yards

26<sup>th</sup> Floor  
New York, NY 10001

With Copies to:

Joshua A. Stein  
Epstein Becker & Green, P.C.  
250 Park Avenue  
New York, NY 10177

d. To the DoITT:

General Counsel  
255 Greenwich Street  
New York, NY, 10034

New York City Law Department  
Attn: Chief, General Litigation Division  
100 Church Street  
New York, NY 10007

With Copies to:

Joshua A. Stein  
Epstein Becker & Green, P.C.  
250 Park Avenue  
New York, NY 10177

The Parties may designate in writing alternate addresses for any notices to be provided.

16. **Governing Law**

This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of New York. The Parties consent to have any dispute arising out of this Agreement, its validity, or interpretation brought before the United States District Court for the Southern District of New York, subject to the dispute resolution sections contained herein in Paragraph 4 above, unless the Parties mutually agree otherwise.

**17. Non-waiver**

The delay or failure to enforce or seek enforcement of any right under this Agreement shall not constitute or be construed as: (a) a waiver of such rights or any other rights; (b) a waiver of any remedy to enforce such rights or any other rights; or (c) acquiescence in any default.

**18. Counterparts/Execution of Agreement**

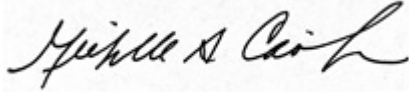
This Agreement may be executed in counterparts, and together they shall be valid to prove the Agreement. Facsimile and electronic .pdf file signatures shall be deemed as originals.

**19. Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all prior agreements and understanding between the Parties, and may not be modified except in writing signed by both Parties. Notwithstanding the terms of this Agreement, nothing herein has impaired or otherwise altered the existing franchise agreement between the Defendants regarding LinkNYC, nor shall it affect CityBridge's and/or the City's (or DoITT's) rights and obligations under the existing LinkNYC franchise agreement.

Dated: New York, New York  
January 23, 2017

Disability Rights Advocates



By: \_\_\_\_\_

Michelle A. Caiola

675 Third Avenue, Suite 2216

New York, NY 10017

Attorneys for Plaintiffs NFB, Jacobsen, Carrico, and Erkan

Brown, Goldstein & Levy

By: 

Daniel Goldstein

120 E. Baltimore St., Suite 1700

Baltimore, MD 21202

Attorneys for Plaintiffs NFB, Jacobsen, Carrico, and Erkan

CityBridge, LLC

By: 

Craig Abolt

10 Hudson Yards

26<sup>th</sup> Floor

New York, NY 10001

Defendant

ZACHARY W. CARTER

Corporation Counsel of the City of New York

Attorney for the New York City Defendants:

City of New York;

NYC Department of Information & Telecommunications; and

Anne Roest, in her capacity of Commissioner of DoITT

By: \_\_\_\_\_

Stephen Kitzinger

Assistant Corporation Counsel

100 Church Street, Room 2-126

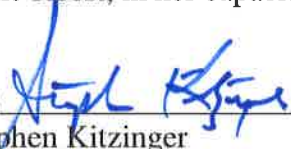
New York, New York 10007



CityBridge, LLC

By: \_\_\_\_\_  
Craig Abolt  
10 Hudson Yards  
26<sup>th</sup> Floor  
New York, NY 10001  
Defendant

ZACHARY W. CARTER  
Corporation Counsel of the City of New York  
Attorney for the New York City Defendants:  
City of New York;  
NYC Department of Information & Telecommunications; and  
Anne Roest, in her capacity of Commissioner of DoITT

By:  \_\_\_\_\_  
Stephen Kitzinger  
Assistant Corporation Counsel  
100 Church Street, Room 2-126  
New York, New York 10007

# EXHIBIT A

### **ACCESSIBILITY PLAN FOR LINKS**

As part of its overall commitment to accessibility, CityBridge agrees to take the following additional actions to address the Accessibility of the Links. In taking such steps, CityBridge may avail itself of any generally recognized standards for Accessible technological design at the date in question (*e.g.*, Section 508 of the Rehabilitation Act; WCAG 2.0, Levels A and AA (or WCAG 2.1 should it become effective during the term of this Agreement); and the BBC Standards and Guidelines for Mobile Accessibility). Recognizing that these additional steps are meant to increase the level of Accessibility of the Links, CityBridge shall not take any steps in implementing these additional actions that would bar or impair the Accessibility of the Links only to individuals with disabilities. CityBridge will also remedy any bugs impairing Accessibility with the same level of priority, the same speed, and the same devotion of resources as bugs involving equivalent loss of function for Users without disabilities.

Plaintiffs and CityBridge agree that based upon the facts known as of the Effective Date of the Agreement, none of the following detailed steps for further addressing the Accessibility of the Links are technically infeasible or constitute an undue burden. If, during the term of the Agreement, new information emerges that suggests any of these steps might be technically infeasible or constitute an undue burden CityBridge can raise its concerns with the Plaintiffs and, if a resolution cannot be reached, can request the participation and input of the Monitor and/or invoke the Agreement's dispute resolution mechanisms.

**Phase 1.** Within six months of the Effective Date of the Settlement Agreement, CityBridge shall:

1. Install, modify and/or enable software required for users to use screen magnification/zoom on the Link screen (which, in turn, will enable users to increase the size of the home button and its tap recognition radius);
2. Alter the colors on the home screen and application screens under CityBridge's control to comply with the contrast recommendations of WCAG 2.0 Guideline 1.4.3;
3. Install, modify and/or enable software required for users to invert the colors on the Link screen;
4. Install, modify and/or enable software required for users to navigate across all elements of the home and application screens located outside of the navigation bar using TalkBack gestures, without requiring explore-by-touch;
5. Install, modify and/or enable software that, upon user-initiation of a "short cut key" to contact support (*e.g.*, such as a long press of the zero key on the numeric keypad), will place a support call to assist with a Link;

6. Install, modify and/or enable software that will extend the amount of time currently provided to users before Talkback times out; and
7. So long as the Links offer as a feature text that scrolls across the idle-screen, CityBridge shall add a notice to one such idling screen – in large print – that notifies the User of the Links’ general Accessibility features, including informing the User to plug in headphones in order to access TalkBack.
  - a. Additionally, CityBridge shall install, modify and/or enable software that triggers a spoken audio message that can be heard without use of headphones explaining how to activate TalkBack when a user has initiated a session, has not activated TalkBack by plugging in headphones, and has not taken any other action within seven seconds.

**Phase 2.** Within one year of the Effective Date of the Settlement Agreement, CityBridge shall:

1. Regarding the updating of the screenreader and text-to-speech engine:
  - a. Install and enable the latest version of TalkBack (not less than 4.5) and Google TTS software (not less than 3.10). In furtherance of this provision, NFB will promptly make reasonable best efforts to assist CityBridge in obtaining the right to utilize the most current versions of TalkBack and Google TTS software, either by obtaining certification/authorization for CityBridge or by obtaining a dispensation for CityBridge allowing them to use the most current versions of such products without certification/authorization;
  - b. If, despite Plaintiffs’ reasonable best efforts, at the end of one year, CityBridge still cannot obtain access to utilize the latest versions of TalkBack and Google TTS, CityBridge shall endeavor to utilize available alternative screenreading and/or TTS software with equivalent functionality and speech quality as that provided by the latest versions of TalkBack and Google TTS;
  - c. If, during the term of the Agreement, CityBridge chooses to cease using Google Android and switch operating platforms, as part of the migration process it will adopt available alternative screenreading and/or TTS software with equivalent functionality and speech quality as that provided by the latest versions of TalkBack and Google TTS.
2. Install, modify and/or enable Accessible software for making phone calls that, in addition to other accessibility features, provides audible dual tone multi frequency (“DTMF”) feedback immediately upon depressing buttons on the numeric keypad;
3. Refrain from launching additional publicly available link applications or features, whether new or reintroduced, until CityBridge has determined they are Accessible.

# EXHIBIT B

## **ACCESSIBILITY POLICY AND PROCEDURES FOR CITYBRIDGE & LINKNYC**

**Accessibility Policy.** It is CityBridge policy to provide persons with disabilities with a full and equal opportunity to benefit from the services, privileges, advantages, and accommodations offered by CityBridge through LinkNYC and its comprising Links. As part of this commitment, CityBridge provides effective communication to persons with disabilities, including individuals who are blind, allowing them to independently acquire the same information and enjoy the same services as non-blind individuals privately and independently with substantially equivalent ease of use.

**Accessibility Procedures.** To assist CityBridge in successfully maintaining its Accessibility Policy, CityBridge has committed to implementing and/or maintaining the following practices and procedures:

- CityBridge will designate and maintain an Accessibility Coordinator, who reports directly to an executive (but may have other responsibilities), for LinkNYC who: (i) is knowledgeable concerning CityBridge’s accessibility policies, practices, and procedures; (ii) is a participant in the Accessible design and modification process for LinkNYC; and (iii) has direct access to someone with experience in information and communications technology accessibility (as a resource to the Accessibility Coordinator and for public communications network services and content developers). The Accessibility Coordinator will be responsible for implementing and monitoring compliance with CityBridge’s Accessibility Policy (and any related procedures necessary for implementation).
  - To support the Accessibility Coordinator as the Accessibility Coordinator or others in CityBridge management deem necessary, CityBridge has retained [insert name of third-party Monitor once selected] as an Accessibility Monitor (the “Monitor”) to evaluate the level of accessibility of the Links and adherence to the requirements of this policy six months after the Effective Date of the Agreement, one year after the Effective Date, and annually thereafter until the end of the Agreement. The Accessibility Monitor will prepare a written report based on the evaluation, which will identify any barriers to accessibility with the Links and provide recommendations to address those barriers. Pursuant to the terms of the Agreement, CityBridge will then work to address the barriers to accessibility identified by the Accessibility Monitor.
  - Through this review process, CityBridge shall assess and review the delivery of services and content via the Links to achieve its commitment to Accessibility, including the inclusion, integration, and equal treatment of, as well as effective communication with, persons with disabilities, including, among others, persons that:

- Use screen readers or voice interactive software;
  - Only or predominantly use keyboards to input data and to navigate application content and controls;
  - Use on-screen keyboards;
  - Use text magnification software;
  - Request the ability to adjust font size and/or color to view application content and controls;
  - Request audio description to access video content to the extent such content is produced by CityBridge for Links; and
  - Require captions to access audio and visual materials to the extent such content is produced by CityBridge for Links.
- All applications, products, and services offered by the Links that are first conceived and developed after the Effective Date of the Agreement, shall be Accessible before they are provided for public use.
    - To the extent necessary to successfully implement this policy prior to the launch of new content, features, or services, CityBridge and/or its Accessibility Monitor will conduct automated tests and will enlist individuals with training in, and experience with, the use of assistive technology for individuals with disabilities (*e.g.*, a screen-reader program) to review the new content, features, or services of the Links for accessibility, identifying any accessibility barriers, and providing recommendations to address those accessibility barrier, prior to their being provided for public use.
  - CityBridge will continue to allow for user contact through [help@link.nyc](mailto:help@link.nyc) which shall allow users with disabilities who wish to provide feedback or lodge a complaint about their experience with Links to submit something in writing to the Links customer support service. CityBridge customer service/support employees will be trained to promptly forward any items involving concerns/complaints about accessibility to the Accessibility Coordinator. The Accessibility Coordinator will then be responsible for taking any subsequent actions deemed necessary in response to the written feedback/complaint.
  - CityBridge will provide annual training on accessibility (*e.g.*, regarding its Accessibility Policy and related procedures; general obligations under the law, sensitivity/etiquette) – to be approved by the Accessibility Coordinator – to all personnel who, in CityBridge’s sole judgment, have significant involvement in implementing/maintaining the Accessibility Policy and/or are directly involved in the design/modifications of Accessible software and/or Accessible feature enhancements for the Links.
    - CityBridge will distribute this Policy to all recipients of the annual accessibility training as part of the annual Accessibility training process.

**Compliance with the Policy.**

CityBridge will require employees to comply with this policy. Failure by employees to comply with this policy may result in disciplinary action, up to, and including discharge.

CityBridge will require contractors involved in the design, programming, and technical maintenance of the Accessible features of the Links to comply with this policy. CityBridge will provide the Accessibility Policy to all contractors who provide services to or for CityBridge related to the Links and will – at reasonable intervals – follow up during and after services to assess compliance with same. Failure by contractors to comply with this policy will be a breach of contract, which can result in the termination of the contract.



# EXHIBIT C

UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF NEW YORK

NATIONAL FEDERATION OF THE BLIND,  
MINDY JACOBSEN, JOYCE CARRICO, and  
NIHAL ERKAN,

Plaintiffs,

-against-

THE CITY OF NEW YORK, NEW YORK  
CITY DEPARTMENT OF INFORMATION  
TECHNOLOGY AND  
TELECOMMUNICATIONS, ANNE ROEST,  
in her official capacity as Commissioner of the  
New York City Department of Information  
Technology and Telecommunications, and  
CITYBRIDGE LLC,

Defendants.

Case No. 1:16-cv-06018 (PKC)

**STIPULATION OF DISMISSAL**

It is hereby stipulated and agreed by and between the attorneys for the respective parties hereto, that this action, having been settled by a separate agreement, is dismissed with prejudice except to the extent necessary to enforce the Agreement pursuant to Section 4 thereof, pursuant to Fed. R. Civ. P. 41(a)(1)(ii). The Court shall retain jurisdiction over this case only for purposes of enforcement and dispute resolution regarding the terms of the agreement.

Dated: January \_\_, 2017  
New York, New York

Respectfully submitted,

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Michelle Caiola  
Seth Packrone  
DISABILITY RIGHTS ADVOCATES  
675 Third Ave. Ste. 2216  
New York, NY 10017  
Tel: (212) 644-8644  
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jstein@ebglaw.com  
*Attorneys for Defendants*

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*Attorneys for Plaintiffs*

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[aelia@browngold.com](mailto:aelia@browngold.com)  
\*Admitted *pro hac vice*  
*Attorneys for Plaintiffs*