

LONG BEACH ADA SETTLEMENT FAQ

1. What is this lawsuit about?

Filed in 2014, this lawsuit alleges that the City of Long Beach (“City”) violated federal and state disability access laws by denying individuals with mobility disabilities access to sidewalks, crosswalks, 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.

2. Why is this a class action, and who is involved?

This is a class action against the City of Long Beach. In a class action, one or more people, called Class Representatives (in this case Hector Ochoa, Cynde Soto, Cathy Shimozono, Ben Rockwell, and Sharon Parker [“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 Dale S. Fischer is in charge of this class action. Judge Fischer has certified this class action for declaratory and injunctive relief only pursuant to Federal Rule of Civil Procedure 23(b)(2). That means that this lawsuit is about what changes need to be made to the City’s pedestrian facilities. This is not a class action for money damages.

3. Why is there a Settlement?

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.

4. Am I a Class Member who is part of the Settlement?

The Class includes all persons (including residents of and visitors to the City) with any mobility disability, who have used or will use the pedestrian facilities (defined as sidewalks, crosswalks, curbs, curb ramps, walkways, pedestrian rights of way, pedestrian undercrossings, pedestrian overcrossings, or other pedestrian pathways or walks) in the City of Long Beach since July 14, 2014.

5. I’m still not sure if I am included.

If you are still not sure whether you are a Class Member and are included in the Settlement, you can get help by contacting Class Counsel. You can call 1-(800) 295-0231 toll free or e-mail longbeach@dralegal.org.

6. What are my rights as a Class Member?

You have the right to (1) comment on or object to the Settlement (see Question 19), (2) attend the Court's Final Approval Hearing ("fairness hearing") to speak in support of or against the Court's final approval of the Settlement (see Question 20), or (3) do nothing (see Question 22). If you choose to do nothing, the Settlement will proceed and you will waive any rights to pursue a later lawsuit of your own against the City of Long Beach for declaratory or injunctive relief relating to disability access improvements or repairs to its pedestrian facilities; you will not waive the opportunity to pursue claims for monetary damages relating to disability access improvements or repairs to pedestrian facilities in the City of Long Beach.

7. What does the Settlement provide?

The Settlement Agreement requires the City to spend up to approximately \$200 million over the next thirty (30) years to implement a program to remove or remediate access barriers in the City's existing pedestrian facilities.

Within two years of settlement approval, the City will conduct a survey of its pedestrian right of way to identify barriers to access (called a Self-Evaluation) and develop a plan to perform barrier removal work pursuant to priorities set forth by applicable law (called a transition plan).

With respect to curb ramps, the City will construct up to 4,500 curb ramps where none currently exist within the first five years of the settlement term, including 1,000 in the first two years of the settlement term. The parties anticipate that this curb ramp work will result in the provision of curb ramps at all locations where a pedestrian pathway crosses a curb. Thus, the City's pedestrian right of way will be fully ramped within five years of settlement approval.

In years six to twenty of the settlement term, the City will spend up to \$50 million to replace any non-compliance, existing curb ramps.

With respect to existing sidewalks, crosswalks, and other non-curb ramp pedestrian facilities, the City will spend up to \$125 million over thirty years to remediate any non-compliant conditions.

The Settlement Agreement will require the City to allocate, on average, more than ten times the amount of money per year on disability access improvements to its pedestrian facilities than it allocates at the present time, which is a maximum of \$500,000 per year.

The Settlement Agreement also requires the City to maintain a robust access request system that will require the City to resolve requests for installation, repair, or replacement of pedestrian facilities that cost less than \$10,000 within 180 days.

The Settlement Agreement also requires the City to develop and implement policies and procedures to ensure that all new construction, alterations, and repairs to pedestrian facilities, whether performed by the City or third-parties, will comply with federal and state disability access design standards. Such work includes, but is not limited to, the building or repairing of sidewalks, street widening or narrowing, and the construction of curb ramps in connection with the resurfacing of its streets and crosswalks. Furthermore, the Settlement Agreement requires the City to develop and implement policies and procedures to provide alternate, accessible routes

through and around areas of the pedestrian right of way that are under construction or subject to temporary conditions that prohibit full access.

8. What types of access barriers will be fixed as part of the Settlement?

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) widening of pedestrian rights of way;
- (8) repair of excessive gutter slopes at the bottom of curb ramps leading into crosswalks;
- (9) elimination of curb ramp lips on curb ramps; and,
- (10) remediating other non-compliant conditions that do not comply with federal and/or state access standards.

9. What are the priorities for access fixes under the Settlement?

In selecting, removing, and remediating existing access barriers in its public sidewalks and crosswalks, the City will 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. In addition, the City will be seeking input from community members to set priorities in its updated Transition Plan.

The Settlement uses the same priorities for barrier removal established by the Americans with Disabilities Act (ADA) regulations adopted by the U.S. Department of Justice pursuant to Title II of the ADA. See 28 C.F.R. § 35.150(d)(2).

10. Can I ask that specific access barriers that I encounter be removed?

Yes. During the thirty-year term of the Settlement Agreement, 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. For requests that cost less than \$10,000 to resolve, the City will complete the requested barrier removal or remediation within 180 day of receiving the request. If the City has multiple requests, it will give highest priority to requests related to the correction of removal of dangerous conditions.

Class Members will be able to submit access requests in person or by telephone, electronic mail, standard mail, and accessible electronic form available on the City's website (with the relevant portions of the website compliant with WCAG).

If the Court approves the Settlement in July 2017, and there are no appeals of the Court's decision to approve the Settlement, it is estimated that the Settlement will become effective by the end of September 2017. Class Members will be able to begin submitting access requests pursuant to the Settlement after that time.

11. What does the Settlement require for newly constructed and altered pedestrian facilities?

In implementing the Settlement, the City will ensure that all future construction and alteration work on pedestrian facilities will be in compliance with applicable disability access standards, including the 2010 ADA Standards for Accessible Design and the most recent version of the California Building Code (also known as "Title 24"). The City will be required to comply with whichever access standard, federal or state, is more stringent in its requirements for disability access.

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 \$200 million dollar fund described in the Answer to Question 7 above. Those improvements will be paid for separately by the City.

12. Which City officials are responsible for implementing the Settlement?

The Mayor and the members of the City Council have overall legal responsibility for ensuring that the City complies with the Settlement.

13. How will the City's implementation of the Settlement be monitored?

Class Counsel shall be responsible for monitoring the City's implementation of the Settlement Agreement throughout its thirty-year term. Plaintiffs and Class Counsel will have regular and consistent access to information regarding the City's progress toward completion of its Transition Plan. Class Counsel will be able to inspect the City's compliance with the Settlement Agreement regarding installation, repair, and replacements to pedestrian facilities. In addition, the City's ADA coordinator will post quarterly progress reports on its website regarding the implementation of the City's updated transition plan.

The Court will maintain continuing jurisdiction over this case during the thirty-year term of the Settlement to ensure that the City complies with the terms of the Settlement.

14. What am I giving up to get the benefits of the Settlement

As a Class Member, you will give up, or "release," your injunctive, declaratory, and other non-monetary relief claims against the City of Long Beach in exchange for the benefits of the

Settlement. 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 releases are described in more detail in the Settlement Agreement. You can read or download a copy of the Settlement Agreement [here](#).

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.

15. Is the Settlement legally binding on the Class Members?

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 for declaratory and injunctive relief released under the terms of the Settlement Agreement. The Settlement does not bar individual claims against the City for money damages arising from the inaccessibility of the City's pedestrian facilities.

16. Who represents me in this case?

The Court has appointed the following attorneys as Class Counsel in this case to represent the Class Members:

Andrew P. Lee, Esq.
Goldstein Borgen Dardarian & Ho
300 Lakeside Drive, Suite 1000
Oakland, CA 94612
(510) 763-9800
(800) 295-0231 (toll free)

Meredith J. Weaver, Esq.
Disability Rights Advocates
2001 Center Street, 4th Floor
Berkeley, CA 94704
(510) 665-8644

Anna Rivera, Esq.
Disability Rights Legal Center
350 South Grand Avenue, Suite 1520
Los Angeles, CA 90071
(213) 736-1031

17. Should I get my own lawyer?

You do not need to hire your own lawyer. Class Counsel are working on your behalf. If you want to hire your own lawyer, you may hire one, but you will be responsible for any payment for

your lawyer's services. For example, you can ask your lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

18. How will the lawyers be paid?

Class Counsel have litigated this case for nearly three years without compensation. The parties have not agreed upon any payment of reasonable attorneys' fees, costs, and expenses to Class Counsel. Instead, the Court will determine the amount of attorneys' fees, costs, and expenses that the City will pay to Class Counsel. Should the Court approve the settlement, Plaintiffs will submit a written motion to the Court seeking an award of reasonable attorneys' fees and reimbursement of litigation costs and expenses.

Pursuant to the Settlement Agreement, 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.

19. How do I tell the Court that I like or don't like the proposed Settlement, and may I speak at the Final Approval hearing?

If you are a Class Member, you can comment on or object to the Settlement if you like or don't like any part of it. You can give reasons why you think the Court should or should not approve it. The Court will consider your views.

Any Settlement Class member may object to the terms of the proposed settlement described above by submitting a written or oral objection to Class Counsel via regular or electronic mail, or by leaving a message with their objection via telephone or Video Relay Service . If you submit an objection, you do not have to come to the Final Approval Hearing to talk about it. If you plan on speaking at the Final Approval Hearing, please indicate that you plan to do so in your objection. If you do not submit an objection prior to the deadline, you may not be provided an opportunity to speak to the District Court about your objection at the Final Approval Hearing.

If you submit an objection, it should include the following information: (a) your name, address, and, if available, your telephone number and e-mail address; (b) if you are being represented by counsel, the name, address, telephone number and e-mail address of your attorney; (c) a statement of your objections; and (d) 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 and verbal objections must be submitted or postmarked on or before June 17, 2017.

All email objections must be sent to the following email address: longbeach@dralegal.org.

All oral objections must be made by leaving a message at the following toll-free number: **(800) 245-6958**.

All regular mail objections must be sent to one of the following addresses:

Andrew P. Lee, Esq.
Goldstein Borgen Dardarian & Ho
300 Lakeside Drive, Suite 1000
Oakland, CA 94612

Meredith J. Weaver, Esq.
Disability Rights Advocates
2001 Center Street, 4th Floor
Berkeley, CA 94704

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 1:30 p.m. on July 24, 2017, in Courtroom 7D of the United States District Court for the Central District of California, 350 West 1st Street, Los Angeles, California, 90012 to have your objection heard by the Court.

20. When and where will the Court decide to approve the Settlement?

The Court has scheduled the Final Approval Hearing (or “fairness hearing”) for July 24, 2017, in Courtroom 7D of the United States District Court for the Central District of California, 350 West 1st Street, Los Angeles, California, 90012-4701.

At the Final Approval Hearing, the Court will consider the Settlement and determine whether it is fair, reasonable and adequate. If there are written comments or objections, the Court will consider them. The Court will decide whether to allow people who have raised objections or comments to speak at the hearing. The Court may also decide how much to award Class Counsel in reasonable attorneys’ fees, costs and expenses. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take.

The Court may reschedule the Final Approval Hearing or change any of the deadlines described in the Notice of Settlement.

21. Do I have to come to the Final Approval Hearing (the “fairness hearing”)?

No. It is your choice whether you attend the Final Approval Hearing. You are not required to do so. If you do not oppose this Settlement, you need not appear at the Final Approval Hearing or file anything in writing with the Court.

Class Counsel will be present at the Final Approval Hearing to answer any questions that the Court may have. You are welcome to come at your own expense. If you send comments or objections to the Settlement, you don't have to come to Court to talk about them. As long as you mailed, faxed, or emailed your written comments or objections on time (i.e., by no later than **June 17, 2017**), the Court will consider them. You may also pay your own lawyer to attend, but it is not required.

22. What happens if I do nothing at all?

If you are a Class Member, and you do nothing, the Court will consider whether the Settlement is fair, reasonable and adequate, and whether it should be approved or rejected. If the Court approves the Settlement, the Settlement will go forward and in exchange for receiving the benefits of the Settlement you will give up or "release" your claims for declaratory and injunctive relief about the accessibility of the City's pedestrian facilities. By doing nothing at all, you will not give up or "release" any claims for monetary relief you may have about the accessibility of the City's pedestrian facilities. If the Court denies approval to the Settlement, the Settlement will not go forward and the lawsuit will continue.

23. Are more details about the Settlement and the lawsuit available?

Yes. The Notice summarizes the Settlement. More details about the Settlement are in the proposed Settlement Agreement itself. You can read, download, or print copies of the Settlement Agreement and the Notice [here](#). More information about the class action lawsuit, including the Court's Order Granting Preliminary Approval to the proposed Settlement Agreement, the Plaintiffs' class action Complaint, the Defendant's Answer to the Complaint, and other case documents, can also be read, downloaded, or printed [here](#).

24. How do I get more information?

The Settlement Website, www.dralegal.org/long-beach provides more information and answers to common questions about the lawsuit and the Settlement. You may email Class Counsel at longbeach@dralegal.org. You may also call, write, or fax Class Counsel with your questions at:

Andrew P. Lee, Esq.
Goldstein Borgen Dardarian & Ho
300 Lakeside Drive, Suite 1000
Oakland, CA 94612
Phone: (510) 763-9800
Phone: (800) 295-0231 (toll free)
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Fax: (510) 665-8511

Anna Rivera, Esq.
Disability Rights Legal Center
350 South Grand Avenue, Suite 1520
Los Angeles, CA 90071
Phone: (213) 736-1031
Fax: (213) 736-1030

PLEASE DO NOT CONTACT THE COURT. YOU SHOULD DIRECT ANY QUESTIONS YOU MAY HAVE TO CLASS COUNSEL.

You may also seek the advice and counsel of your own attorney at your own expense, if you desire.