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23 **UNITED STATES DISTRICT COURT**  
24 **NORTHERN DISTRICT OF CALIFORNIA**  
25 **SAN FRANCISCO DIVISION**

26 LORI GRAY, *et al.*,

27 Plaintiffs,

28 v.

GOLDEN GATE NATIONAL  
RECREATION AREA, *et al.*,

Defendants.

Case No. 3:08-cv-00722-EDL

**SETTLEMENT AGREEMENT**

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1 **I. RECITALS**

2 A. On January 31, 2008, Lori Gray and Ann Sieck filed a lawsuit (docketed as Case  
3 Number 3:08-cv-00722), in the United States District Court for the Northern District  
4 of California against the Golden Gate National Recreation Area (“GGNRA”), the  
5 Superintendent of GGNRA in his official capacity, the National Park Service  
6 (“NPS”), and the Director of NPS in her official capacity. Subsequently, the  
7 California Council of the Blind, Marc Sutton, and Peter Mendoza were added as  
8 plaintiffs. The plaintiffs, on behalf of themselves and a class of mobility- and/or  
9 vision-impaired individuals, alleged that the defendants denied them programmatic  
10 access to GGNRA, in violation of Section 504 of the Rehabilitation Act of 1973, 29  
11 U.S.C. § 794.

12 B. The defendants denied the plaintiffs’ allegations and throughout this litigation have  
13 maintained that GGNRA has operated and continues to operate in compliance with all  
14 applicable laws, including Section 504; that GGNRA provides programmatic access  
15 to all visitors; and that the plaintiffs were not and are not entitled to any relief.

16 C. On August 30, 2011, over the defendants’ objections, the District Court certified a  
17 class, pursuant to Federal Rule of Civil Procedure 23(b)(2), defined as: “All persons  
18 with mobility and/or vision disabilities who are being denied programmatic access  
19 under the Rehabilitation Act of 1973 due to barriers at park sites owned and/or  
20 maintained by Golden Gate National Recreation Area. For the purpose of class  
21 certification, persons with mobility disabilities are those who use wheelchairs,  
22 scooters, crutches, walkers, canes, or similar devices to assist their navigation. For the  
23 purpose of class certification, persons with vision disabilities are those who due to a  
24 vision impairment use canes or service animals for navigation.” The District Court  
25 designated Named Plaintiffs Lori Gray, Ann Sieck, Peter Mendoza, Marc Sutton, and  
26 the California Council of the Blind as Class Representatives, and Disability Rights  
27 Advocates as Class Counsel.  
28

1 D. The litigation proceeded through discovery and additional motions practice. After the  
2 District Court's March 7, 2013, ruling, granting in part and denying in part cross-  
3 motions for summary judgment, the Named Plaintiffs and Defendants agreed to enter  
4 mediation in an attempt to resolve the remaining claims on mutually agreeable terms  
5 to avoid the need for further litigation and without any admission of liability. This  
6 Settlement Agreement is the result of the Parties' lengthy negotiations.

7 E. In furtherance of the shared goal of enhancing the accessibility of GGNRA, during  
8 the course of the Parties' lengthy settlement negotiations, Defendants have  
9 commenced a number of the accessibility enhancement projects that have been  
10 incorporated into this Settlement Agreement.

11 **II. DEFINITIONS**

12 The following terms, when used in this Settlement Agreement, have the following meanings:

13 A. "**ABAAS**" refers to the Architectural Barriers Act Accessibility Standard adopted by  
14 the General Services Administration in 41 C.F.R. § 102-76.65(a).

15 B. "**AGODA**" refers to the final rule amending the Architectural Barriers Act  
16 Accessibility Guidelines to provide accessibility guidelines for outdoor developed  
17 areas. *See* 78 Fed. Reg. 59476 (Sept. 26, 2013).

18 C. The "**Class Members**" are the Named Plaintiffs and the class of persons described in  
19 paragraph XI.A.

20 D. "**Class Counsel**" refers to the law offices of Disability Rights Advocates and the  
21 attorneys who practice there.

22 E. The "**Defendants**" are the National Park Service and GGNRA.

23 F. "**Defendants' Counsel**" refers to Defendants' counsel of record at the Department of  
24 Justice and to any attorneys identified by such counsel of record as successors during  
25 the Settlement Period.

26 G. The "**District Court**" is the United States District Court for the Northern District of  
27 California.

- 1 H. “**Execution Date**” is the date the Settlement Agreement is fully executed by Class  
2 Counsel and counsel for Defendants.
- 3 I. An “**Equivalent Access Project**” is an access improvement project involving as  
4 similar an experience or activity as feasible as compared to a project GGNRA  
5 removes from Appendix A pursuant to the criteria in paragraph V.A. An Equivalent  
6 Access Project shall be located as near as feasible to the project removed from  
7 Appendix A.
- 8 J. “**Final Approval**” is the order approving this Settlement Agreement under Federal  
9 Rule of Civil Procedure 23(e) after notice to the Class Members and the holding of an  
10 approval hearing.
- 11 K. The “**First Litigation**” is *Gray v. Golden Gate National Recreation Area*, No. 3:08-  
12 cv-00722-EDL (N.D. Cal.).
- 13 L. A “**Force Majeure Event**” is an event outside the reasonable control of the  
14 Defendants, including, but not limited to, a catastrophic weather event, an earthquake,  
15 or other “act of God.”
- 16 M. “**GGNRA**” is the Golden Gate National Recreation Area, which comprises all lands,  
17 easements, and other areas either owned by the United States of America or  
18 administered by the National Park Service within the legislated boundary of the  
19 Golden Gate National Recreation Area, including Muir Woods National Monument,  
20 portions of the Presidio of San Francisco, and Fort Point National Historic Site.
- 21 N. The “**Group 1 Procedures**” are the procedures in Appendix C.
- 22 O. The “**Group 1 Projects**” are the projects in Appendix A.
- 23 P. The “**Group 2 Procedures**” are the procedures in Appendix D.
- 24 Q. The “**Group 2 Projects**” are the projects in Appendix B.
- 25 R. Defendants “**Implement**” a procedure by (1) disseminating the procedure to the  
26 relevant personnel, (2) instructing them to follow that procedure, and (3) in the event  
27 that Class Counsel brings a significant departure from that procedure to the attention  
28

1 of senior park management (through Defendants' Counsel), taking action as  
2 appropriate.

3 S. The "**Named Plaintiffs**" are Lori Gray, Peter Mendoza, Ann Sieck, Marc Sutton, and  
4 the California Council of the Blind.

5 T. The "**Parties**" are the Class Members and Defendants.

6 U. The "**Released Parties**" are the United States, the U.S. Department of the Interior, the  
7 National Park Service, GGNRA, and all administrators, successors, officers,  
8 employees, agents, and concessioners of these entities in their official and personal  
9 capacities. The "Released Parties" do not include Defendants' non-concessioner park  
10 partners.

11 V. The "**Second Litigation**" is the civil action that will be commenced with the filing of  
12 the Complaint described in paragraph XII.C.

13 W. The "**Settlement Agreement**" is this document and its appendices and exhibits.

14 X. The "**Settlement Period**" is October 1, 2012, through September 30, 2019.

15 **III. NO ADMISSION OF LIABILITY**

16 A. This Settlement Agreement does not constitute an admission of the merits of any  
17 position taken by any party to the First Litigation or the Second Litigation, nor of any  
18 liability by Defendants for the violation of any law, statute, regulation, or policy.  
19 Defendants expressly deny any wrongdoing or liability. Furthermore, with the  
20 exception of (1) applications for further relief to the extent permitted by paragraph  
21 X.C.3, (2) assertion as a defense or other reliance on the Release provided by Section  
22 VIII; and (3) enforcement of the provisions of Section XII, this Settlement Agreement  
23 may not be introduced or relied upon in any judicial or other proceeding of any kind.

24 **IV. DEFENDANTS' ACCESSIBILITY ENHANCEMENTS**

25 A. *Accessibility Enhancements*: Before the conclusion of the Settlement Period,  
26 Defendants must:

- 27 1. complete at GGNRA all Group 1 Projects;
- 28 2. adopt and implement at GGNRA all Group 1 Procedures;

- 1 3. spend at least \$3,000,000 toward completing Group 2 Projects at GGNRA
- 2 and/or adopting and implementing Group 2 Procedures at GGNRA; and
- 3 4. spend at least \$350,000 (including at least \$25,000 per year for each year of
- 4 the Settlement Period) on maintenance of accessibility features that either
- 5 existed at GGNRA on the date of Final Approval or that Defendants have
- 6 completed as part of this Settlement Agreement.

7 **B. *Timing, Sequence, and Manner:*** Defendants may select the timing, sequence, and

8 manner of completing the projects, procedures, and maintenance tasks they undertake

9 to satisfy paragraph IV.A, except that, within two years of the date of Final Approval,

10 Defendants must:

- 11 1. complete each Group 1 Project marked with an asterisk in Appendix A; and
- 12 2. implement the substance of all Group 1 Procedures.

13 **C. *Group 2 Discretion:*** Defendants may select which projects and procedures they spend

14 money on to satisfy paragraph IV.A.3. After satisfying paragraph IV.A.3, Defendants

15 will have no obligation to complete any remaining Group 2 Projects or portions

16 thereof, or to adopt or implement any remaining Group 2 Procedures.

17 **D. *Maintenance Discretion:*** Defendants may select which accessibility maintenance

18 tasks they spend money on to satisfy paragraph IV.A.4. After satisfying paragraph

19 IV.A.4, Defendants will have no obligation to undertake any additional maintenance

20 of accessibility features at GGNRA.

21 **E. *Procedure Language:*** Defendants may select the appropriate language for each

22 procedure adopted and implemented under paragraphs IV.A.2 and IV.A.3, so long as

23 the adopted procedures are consistent with the substance of the corresponding Group

24 1 Procedures or Group 2 Procedures.

25 **V. MODIFICATION OF DEFENDANTS' ACCESSIBILITY ENHANCEMENTS**

26 **A. *Project Modification:*** Defendants may modify the description of a Group 1 Project or

27 a Group 2 Project, and/or Defendants may remove a project from Appendix A or

28 Appendix B, but only if Defendants determine that:

- 1 1. the project is infeasible;
- 2 2. the project would violate any applicable Federal, State, or local statute,
- 3 regulation, or ordinance, or any applicable court order;
- 4 3. the project is determined to have greater impacts than can be Categorically
- 5 Excluded under the National Environmental Policy Act, or would result in
- 6 Adverse Impacts to Cultural Resources under Section 106 of the National
- 7 Historic Preservation Act, or result in a taking of threatened or endangered
- 8 species or habitat under the Federal Endangered Species Act, or the project
- 9 involves the disturbance of contaminated soils which may pose a threat to
- 10 human health or the environment or require special handling due to their
- 11 contaminated condition, or a similar negative determination under any other
- 12 applicable Federal, State, or local statute, regulation, or ordinance;
- 13 4. the cost of completing the project would exceed by 25% or more the estimated
- 14 cost as of the date of execution of this Settlement Agreement;
- 15 5. Congress has materially amended, repealed, or allowed to expire without
- 16 reenactment a statute that empowers GGNRA to raise revenue (including, but
- 17 not limited to, the Federal Lands Recreation Enhancement Act and the
- 18 National Park Service Concessions Management Improvement Act of 1998);
- 19 or
- 20 6. a Force Majeure Event hinders, prevents, or renders impracticable completion
- 21 of a project.

22 B. *Replacement of Group 1 Projects:* If Defendants remove a project from Appendix A  
23 pursuant to paragraph V.A.1, V.A.2, V.A.3, V.A.4, or V.A.6, Defendants must, if  
24 feasible, substitute an Equivalent Access Project to replace the removed project. If an  
25 Equivalent Access Project is not feasible, Defendants must undertake an alternate  
26 project that provides as much equivalent access as is feasible.

27 C. *Procedure Modification:* Defendants may modify a Group 1 Procedure or a Group 2  
28 Procedure before or after its adoption and implementation, and Defendants may



1 revoke a Group 1 Procedure or Group 2 Procedure after its adoption and  
2 implementation. However, during the Settlement Period, Defendants may modify or  
3 revoke a Group 1 Procedure or Group 2 Procedure only to comply with:

- 4 1. a Federal, State, or local statute, regulation, or ordinance;
- 5 2. an executive order of the President;
- 6 3. a policy or procedure of the U.S. Department of the Interior or the National  
7 Park Service; or
- 8 4. a court order.

9 D. *Notice of Modification or Replacement*: If, during the Settlement Period, Defendants  
10 modify or replace a project pursuant to paragraphs V.A or V.B, or modify or revoke a  
11 procedure pursuant to paragraph V.C, Defendants must notify Class Counsel of the  
12 nature and scope of the change(s), the reason(s) for such change(s), and any proposed  
13 replacement project or procedure. Within 7 days of Defendants' notification, Class  
14 Counsel may request from Defendants additional information about the proposed  
15 modification, replacement, or revocation. To the extent Class Counsel and  
16 Defendants' Counsel cannot agree on the determination of an Equivalent Access  
17 Project to replace a project removed pursuant to paragraph V.A or V.B, the dispute  
18 resolution procedures in paragraph X.C. will apply.

19 **VI. DEFENDANTS' REPORTS**

20 A. *Reports*: Defendants must provide written reports to Class Counsel at the times  
21 specified in paragraph VI.C. Each of these reports must include:

- 22 1. a summary of the work undertaken on Group 1 Projects during the relevant  
23 reporting period;
- 24 2. a summary of the work undertaken on Group 2 Projects during the relevant  
25 reporting period;
- 26 3. a summary of the efforts undertaken to adopt Group 1 Procedures and Group  
27 2 Procedures and, where applicable, the full text of any written procedures  
28 adopted and implemented during the relevant reporting period; and

1           4. an accounting of the funds expended on Group 2 Projects and Group 2  
2           Procedures during the relevant reporting period.

3           B. *Reporting Periods*: During the first year after Final Approval, there are two reporting  
4           periods: the first covering the first six months of that year, and the second covering  
5           the second six months of that year. Thereafter, each additional year of the Settlement  
6           Period is a single reporting period, except that the final reporting period will cover the  
7           period (whether or not it is a full year) from the end of the second-to-last reporting  
8           period through the end of the Settlement Period.

9           C. *Report Deadlines*: Defendants must submit to Class Counsel each report required by  
10          paragraph VI.A within 60 days after the end of the relevant reporting period.

11 **VII. DEFENDANTS' PAYMENT OF FEES AND COSTS**

12          A. Defendants agree to pay \$3,430,000 in full satisfaction of any and all claims the Class  
13          Members or Class Counsel have asserted or could have asserted in the First Litigation  
14          or the Second Litigation for attorneys' fees, costs and expenses incurred to date and  
15          through the period ending 60 days after the final report that Defendants submit to  
16          Class Counsel at the end of the Settlement Period, including but not limited to fees or  
17          expenses associated with monitoring compliance with this Settlement Agreement or  
18          proceedings under paragraph X.C. Unless otherwise agreed to in writing by the  
19          Parties, this amount shall be payable to Disability Rights Advocates, and shall be  
20          transmitted via an Electronic Funds Transfer. Disability Rights Advocates will  
21          provide Defendants with information necessary to complete the electronic transfer of  
22          funds. Defendant's Counsel will submit the necessary paperwork to the Department  
23          of the Treasury to effectuate this payment within thirty (30) business days of Final  
24          Approval or of receipt of the requisite information from Class Counsel, whichever is  
25          later.

26          B. The Class Members and Class Counsel have determined that they will designate and  
27          set aside \$250,000 of the total \$3,430,000 for fees, expenses and costs incurred in  
28

1 monitoring Defendants' implementation of this Settlement Agreement and in any  
2 enforcement of this Settlement Agreement.

3 C. Compliance with all applicable Federal, State and local tax requirements will be the  
4 sole responsibility of the Class Members and Class Counsel. Nothing in this  
5 Settlement Agreement waives or modifies Federal, State or local law pertaining to  
6 taxes, offsets, levies, and liens that may apply to money paid under this Settlement  
7 Agreement, and the Class Members and Class Counsel are executing this Settlement  
8 Agreement without reliance on any representation by Defendants as to the application  
9 of any such law.

10 **VIII. CLASS MEMBERS' AND CLASS COUNSEL'S RELEASE OF CLAIMS**

11 A. The Class Members release and forever discharge all monetary and injunctive claims  
12 (whether in administrative or judicial proceedings), and all rights to bring such  
13 claims, against the Released Parties under the U.S. Constitution, Federal law  
14 (including, but not limited to, § 504 of the Rehabilitation Act and its implementing  
15 regulations), and State law, that involve, arise from, or relate to allegations that  
16 persons with mobility and/or vision disabilities have been denied access to, excluded  
17 from participation in, denied the benefits of, subjected to discrimination in connection  
18 with, or denied an accommodation or modification in connection with (1) existing  
19 GGNRA park sites, programs, activities, facilities, buildings, services, operations,  
20 policies, practices, or procedures, and/or (2) an alleged lack of policies, procedures,  
21 and practices at GGNRA.

22 B. Notwithstanding paragraph VIII.A, the Class Members retain whatever rights they  
23 may have to bring claims against the Released Parties for the denial of program  
24 access due to technical barriers on GGNRA's website, due to conditions that may  
25 arise at GGNRA after the Settlement Period, or due to deficiencies in new written  
26 policies or procedures adopted and implemented after Final Approval (excluding  
27 procedures adopted and implemented as part of this Settlement Agreement).  
28

1 C. Notwithstanding paragraph VIII.A, the Class Members retain whatever rights they  
2 may have to bring claims against the Released Parties related to new construction or  
3 alterations, within the meaning of 43 C.F.R. § 17.551, completed after the date of  
4 Final Approval (excluding new construction or alterations completed as part of this  
5 Settlement Agreement).

6 D. Notwithstanding paragraph VIII.A, the Class Members retain whatever rights they  
7 may have to bring monetary claims against the Released Parties for physical injuries  
8 of any kind.

9 E. The Class Members and Class Counsel release and forever discharge all claims  
10 against the Released Parties for monetary relief they have asserted or could have  
11 asserted in the First Litigation or the Second Litigation, for attorneys' fees, costs and  
12 expenses incurred to date and through the period ending 60 days after the final report  
13 that Defendants submit to Class Counsel at the end of the Settlement Period,  
14 including but not limited to fees or expenses associated with monitoring compliance  
15 with this Settlement Agreement or proceedings under Paragraph X.C.

16 **IX. CLASS COUNSEL'S MONITORING**

17 A. Class Counsel may, at their own expense, monitor Defendants' compliance with  
18 Section IV.

19 B. Upon reasonable notice and a request by Class Counsel to Defendants' Counsel,  
20 Defendants must make good-faith efforts to make GGNRA facilities and staff  
21 available to Class Counsel and Class Counsel's retained consultants for the purpose of  
22 gathering information relating to Defendants' compliance with Section IV, so long as  
23 the information is not confidential, privileged, protected by the work-product  
24 doctrine, or otherwise protected by law. Defendants have the right to have counsel  
25 present at any information-gathering sessions.

26 **X. DISPUTE RESOLUTION**

27 A. *Enforcement:* The Class Members, Class Counsel, and Defendants may not seek to  
28 enforce this Settlement Agreement in any court, except (1) as provided in this

1 Section, (2) to assert as a defense or otherwise rely upon the Release provided in  
2 Section VIII, or (3) to enforce the provisions of Section XII.

3 B. *Actionable Disputes*: Class Counsel may invoke paragraph X.C only if they contend  
4 that Defendants have:

- 5 1. failed to complete a project in violation of paragraphs IV.A.1 or IV.B.1;
- 6 2. failed to adopt and implement a procedure in violation of paragraph IV.A.2 or  
7 to implement the substance of a procedure in violation of paragraph IV.B.2;
- 8 3. failed to spend funds in violation of paragraphs IV.A.3 or IV.A.4;
- 9 4. modified or removed a project in violation of paragraph V.A or V.B;
- 10 5. modified or revoked a procedure during the Settlement Period in violation of  
11 paragraph V.C; or
- 12 6. failed to produce a report in violation of Section VI.

13 C. *Dispute-Resolution Procedures*: If Class Counsel contends there is a dispute under  
14 paragraph X.B, such dispute must be resolved as follows:

- 15 1. *Notice*: Class Counsel must provide written notice to Defendants' Counsel  
16 specifying: (1) each action or inaction by Defendants that Class Counsel  
17 intends to dispute; and (2) the factual and legal bases for Class Counsel's  
18 position.
- 19 2. *Meet and Confer*: Within 30 days after the date of such notice, Class Counsel  
20 and Defendants' Counsel must meet and confer in an effort to reach a  
21 mutually satisfactory resolution of the dispute.
- 22 3. *Application for Further Relief*: If the meet-and-confer does not lead to a  
23 resolution of the dispute, then, within 60 days after the date of notice, either  
24 Class Counsel or Defendants' Counsel may apply to the District Court for  
25 further relief with respect to any item described in the notice provided to  
26 Defendants' Counsel. No Party must provide discovery following an  
27 application for further relief. If further relief is applied for, and if the District  
28 Court concludes that Defendants have committed one of the violations in

1 paragraph X.B, then the District Court may find that Defendants have not  
2 complied with this Settlement Agreement and, if appropriate, may order  
3 compliance.

4 **XI. DISTRICT-COURT CERTIFICATION, APPROVAL, AND CONTINUING**  
5 **JURISDICTION**

6 A. *Settlement Class*: The Parties, solely for purposes of facilitating this Settlement  
7 Agreement, stipulate to certification, in the consolidated First and Second Litigation,  
8 of the following class at the District Court's hearing under Federal Rule of Civil  
9 Procedure 23(e)(2): All persons with mobility and/or vision disabilities who have  
10 visited or will visit sites owned and/or maintained by the Golden Gate National  
11 Recreation Area. For purposes of class certification, persons with mobility disabilities  
12 are those who use wheelchairs, scooters, crutches, walkers, canes or similar devices to  
13 assist their navigation. For purposes of class certification, persons with vision  
14 disabilities are those who, due to a vision impairment, use canes or service animals  
15 for navigation and/or require large print, color contrast, or other low vision  
16 accommodations.

17 B. *No Opt Out*: The class certification process shall not provide for a right to opt out of  
18 the class.

19 C. *Final-Approval Requirement*: With the exception of the commitments set forth in  
20 Section XII, the commitments made by the Parties in this Settlement Agreement are  
21 contingent upon Final Approval of the Settlement Agreement (including certification  
22 of the Settlement Class specified in paragraph XI.A) by the District Court in  
23 accordance with Federal Rule of Civil Procedure 23(e). This Settlement Agreement  
24 will take effect upon Final Approval by the District Court.

25 D. *Dismissal and Continuing Jurisdiction*: If the District Court gives Final Approval to  
26 this Settlement Agreement, then the Class Members and Class Counsel must dismiss  
27 with prejudice (1) the First Litigation and (2) the Second Litigation, except that the  
28 District Court shall retain jurisdiction to hear and determine any applications for

1 further relief under paragraph X.C.3 that are raised during the Settlement Period or  
2 that are raised within 60 days after the final report that Defendants submit to Class  
3 Counsel at the end of the Settlement Period. This Settlement Agreement, and the  
4 Court's continuing jurisdiction, shall terminate at the end of the period described  
5 above.

6 E. Defendants' agreement that the foregoing Settlement Class complies with the terms of  
7 Federal Rule of Civil Procedure 23(a) and 23(b)(2), and that the District Court should  
8 certify the Settlement Class is made solely for the purposes of implementing the  
9 terms of this Settlement Agreement. The Named Plaintiffs and Class Counsel agree  
10 and acknowledge that Defendants do not consent to the certification of any class  
11 contemplated by the First or Second Litigation or as set forth in the District Court's  
12 August 31, 2011, certification Order in the event that this Settlement Agreement is not  
13 approved or consummated for any reason. By entering into this Settlement  
14 Agreement, Defendants do not waive their rights to appeal, oppose, challenge, or  
15 contest the maintenance of any lawsuit against them as a class action or to oppose  
16 certification, or seek reconsideration or decertification, of any class if this Settlement  
17 Agreement is disapproved by the District Court or any appellate court. If this  
18 Settlement Agreement is terminated for any reason, or is disapproved by the District  
19 Court or by any appellate court, this Settlement Agreement, including the fact that it  
20 was entered into, any papers or filings relating to this Settlement Agreement, and any  
21 orders entered by the District Court approving it or respecting certification of the  
22 Settlement Class contemplated herein, shall not be offered, received or construed as  
23 an admission, finding or evidence for any purpose, including the appropriateness of  
24 class certification.

## 25 **XII. PROCEDURES FOR INITIATING SECOND LITIGATION**

26 A. Notwithstanding paragraph XI.C, the provisions of this Section are immediately  
27 binding on the Named Plaintiffs and Class Counsel and are not contingent upon Final  
28 Approval of the Settlement Agreement by the District Court.

1 B. The Named Plaintiffs and Class Counsel agree to file, on the Execution Date, a joint  
2 motion in the First Litigation requesting that the District Court stay all proceedings  
3 pending the Court's ruling on the joint motion for consolidation, described in  
4 paragraph XII.D.4 below.

5 C. The Named Plaintiffs and Class Counsel agree to institute the Second Litigation by  
6 filing, on the Execution Date, a Complaint against Defendants in the Northern District  
7 of California, San Francisco Division.

8 D. The Named Plaintiffs and Class Counsel agree to file, contemporaneously with the  
9 filing of the Complaint in the Second Litigation, the following documents:

10 1. This Settlement Agreement, a Motion for its Preliminary Approval, and a  
11 Motion for Reasonable Attorneys' Fees and Costs. The Motion for Preliminary  
12 Approval shall specifically request that the District Court: (a) certify, for  
13 settlement purposes only, the Settlement Class specified in paragraph XI.A;  
14 (b) preliminarily approve this Settlement Agreement; (c) approve the proposed  
15 full length and shortened version of the Notice, attached as Exhibits A and B,  
16 and the Parties' plan for its dissemination described in Section XIII; (d) set a  
17 date and procedure by which objections from Class Members must be filed;  
18 and (e) set a date for a hearing to consider whether this Settlement Agreement  
19 and Class Counsel's application for fees and costs in the amount agreed to in  
20 the Settlement Agreement should be approved.

21 2. A joint motion to stay Defendants' time to respond to the Complaint in the  
22 Second Litigation until 60 days after a decision by the District Court that  
23 either grants Final Approval to, or denies, the Settlement Agreement and  
24 resolution of any appeals from such a decision;

25 3. A document manifesting the consent of the Named Plaintiffs and Defendants  
26 to jurisdiction by a magistrate judge in the Second Litigation pursuant to Civil  
27 Local Rule 73 and 28 U.S.C. § 636(c); and  
28



1           4. A joint motion to consolidate, for the purposes of settlement only, the Second  
2           Litigation with the First Litigation and to have both matters heard by United  
3           States Chief Magistrate Judge Elizabeth D. Laporte.

4       E. Upon occurrence of any of the following conditions (including, but not limited to the  
5       occurrence of these conditions as a result of an appeal), the Named Plaintiffs and  
6       Class Counsel will file a joint motion to un-consolidate the First Litigation and the  
7       Second Litigation, and will file a stipulation of dismissal of the Second Litigation, in  
8       which all claims based on allegations arising on or after May 1, 2013, are dismissed  
9       with prejudice, and all other claims are dismissed without prejudice:

10           1. A ruling denying approval of the Settlement Agreement and/or certification of  
11           the Class specified in paragraph XI.A; or

12           2. A ruling denying any of the motions described in paragraph XII.D.

13       F. The Named Plaintiffs and Defendants must agree on the contents of all the papers  
14       referenced in paragraphs XII.B, XII.C, and XII.D before they are filed.

15       G. The provisions of paragraph XII.E may be waived, but only upon agreement of all  
16       Named Plaintiffs and Defendants.

17 **XIII. NOTICE TO THE CLASS MEMBERS**

18       A. The Parties must distribute the full length and shortened version of the Notice,  
19       attached as Exhibits A and B, as approved by the District Court, as follows:

20           1. Mailing or emailing by Defendants of the full length Notice to the 35 persons  
21           that were contacted by the National Center for Accessibility as part of  
22           GGNRA's Self-Evaluation and Transition Planning Process, to the extent  
23           Defendants have mail or email addresses for such individuals;

24           2. Mailing or emailing by Defendants of the full length Notice to the 1 person  
25           Defendants are aware of who has both communicated to GGNRA a concern  
26           about access at GGNRA and has provided contact information;

- 1 3. Mailing or emailing by Class Counsel of the full length Notice to all Class  
2 Members whose declarations Class Counsel submitted in the First Litigation  
3 (excluding those who are deceased);
- 4 4. Posting by Defendants of the shortened version of Notice on visitor bulletin  
5 boards at all staffed GGNRA visitor centers and all GGNRA visitor  
6 information kiosks with interchangeable content for 90 days;
- 7 5. Posting by Defendants of links to the full length Notice in English, Spanish,  
8 and Chinese languages on the accessibility page of GGNRA's website for 90  
9 days (Class Counsel will prepare the Spanish-language and Chinese-language  
10 versions of the full length notice for posting by Defendants);
- 11 6. Posting by Class Counsel of the links to the full length Notice in English,  
12 Spanish, and Chinese languages on the homepage of Disability Rights  
13 Advocates for 90 days;
- 14 7. Posting of the complete Settlement Agreement on the web during the time  
15 period from issuance of notice up to the date of the final approval hearing  
16 such that it is available as a link on the GGNRA accessibility webpage, which  
17 can be found at <http://www.nps.gov/goga/planyourvisit/accessibility.htm> and  
18 as a link on Class Counsel's website, which can be found at  
19 <http://www.drlegal.org/>;
- 20 8. Posting by Class Counsel of the full length Notice on the following disability  
21 listservs: [adapt-cal@yahoogroups.com](mailto:adapt-cal@yahoogroups.com) and [berkeley-  
disabled@yahoogroups.com](mailto:berkeley-<br/>22 disabled@yahoogroups.com);
- 23 9. Distribution by Plaintiff California Council of the Blind of the full length  
24 Notice to its members through its internet distribution channels;
- 25 10. Mailing or emailing by Class Counsel of the shortened version of the Notice  
26 to the executive directors of California Foundation for Independent Living  
27 Centers and the independent living centers in California listed on Exhibit C  
28 with a request that it be posted and/or circulated in any email newsletters;

1 11. Mailing or emailing by Class Counsel of the shortened version of the Notice  
2 to the disability organizations listed on Exhibit C with a request that it be  
3 posted and/or circulated in any email newsletters; and

4 12. Mailing or emailing by Class Counsel of the full length Notice to any  
5 members of the proposed class who have submitted any access complaints  
6 concerning GGNRA to Class Counsel since January 2008, to the extent Class  
7 Counsel have mail or email addresses for such individuals.

8 B. Class Counsel will make the full length and shortened version of the Notice available  
9 upon request in the following alternative formats: Braille, large print, and audio CD.

10 C. The expense of mailings and postings by Defendants will be borne by Defendants; the  
11 expense of mailings and postings by Class Counsel will be borne by Class Counsel.

12 The expense of translations will be borne by Class Counsel.

13 **XIV. GENERAL PROVISIONS**

14 A. *Amendment*: The Parties may amend this Settlement Agreement during the Settlement  
15 Period if (1) they submit to the District Court a joint written request to amend the  
16 Settlement Agreement and (2) the District Court approves the request.

17 B. *Authority*: Each Party represents to all other Parties that it has full power and  
18 authority to enter into this Settlement Agreement, that the execution of this Settlement  
19 Agreement will not violate any other agreement binding the Party, and that this  
20 Settlement Agreement is a valid and binding obligation on the Party, enforceable in  
21 accordance with its terms. The signatories to this Settlement Agreement expressly  
22 warrant that they have been authorized to execute this Settlement Agreement and to  
23 bind their respective Parties to its terms and provisions.

24 C. *Counterparts*: The Parties may execute this Settlement Agreement in counterparts,  
25 each of which constitutes an original, but all of which, when taken together, constitute  
26 one and the same instrument. Facsimile signatures are valid signatures as of the date  
27 they are signed, though the original signature pages must thereafter be appended to  
28 this Settlement Agreement and filed with the District Court.

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D. *Entire Agreement*: This Settlement Agreement constitutes the entire agreement of the parties with respect to the First Litigation and the Second Litigation. Any other agreement, promise, or statement, whether written or oral, that is not written in this Settlement Agreement is unenforceable.

E. *Knowing Agreement*: Each Party acknowledges that legal counsel has represented it and that it has reviewed, and has had the benefit of legal counsel’s advice concerning, all of the terms and conditions of this Settlement Agreement.

1 **XV. SIGNATURES**

2 By their signatures below, the parties, by and through counsel, indicate their consent to  
3 the terms and conditions set forth above.

4  
5 DATED: 2-3-14



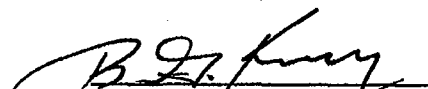
6 LAURENCE PARADIS  
7 STUART SEABORN  
8 CHRISTINE CHUANG  
9 DISABILITY RIGHTS ADVOCATES  
10 2001 Center Street, Third Floor  
11 Berkeley, California 94704  
12 Telephone: (510) 665-8644  
13 Facsimile: (510) 665-8511  
14 TTY: (510) 665-8716  
15 Email: [general@dralegal.org](mailto:general@dralegal.org)

16 Attorneys for Plaintiffs

17 STUART F. DELERY  
18 Assistant Attorney General

19 RACHEL J. HINES  
20 Assistant Branch Director,  
21 Federal Programs Branch

22 DATED: January 29, 2014



23 BRIAN G. KENNEDY  
24 JONATHAN G. COOPER  
25 JOHN K. THEIS  
26 Trial Attorneys, Federal Programs Branch  
27 Civil Division  
28 U.S. Department of Justice  
20 Massachusetts Avenue, NW  
Washington, D.C. 20001  
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Fax: (202) 616-8470  
[brian.kennedy@usdoj.gov](mailto:brian.kennedy@usdoj.gov)

Attorneys for Defendants

**APPENDIX A: GROUP 1 PROJECTS**

Note: Projects with asterisks are subject to the time requirements in paragraph IV.B.1.

1. **\*Trails – Lands End:** Identify accessible portion and features of Lands End on website and brochures. (The asterisk on this project applies only to identifying information on GGNRA's website, not in brochures.)
2. **Trails – Lands End:** Provide  $\frac{3}{4}$  mile of Coastal Trail to AGODA standards. For this project, Defendants will not invoke Exception 2 of section 1017.1 of AGODA.
3. **Trails – Marin Headlands:** Provide accessible parking and connectors and improve the 1.5 mile accessible trail experience in Rodeo Valley, Marin Headlands.
4. **Trails – Marin Headlands:** Provide accessible toilet, parking, and at least  $\frac{1}{2}$  mile of trail at Battery Alexander to AGODA standards. For this project, Defendants will not invoke Exception 2 of section 1017.1 of AGODA.
5. **Trails – Mori Point:** Provide an accessible loop from Old Mori Road up the Lishumsha Trail, circling back at Mori Road West, and heading back along the boardwalk to Old Mori Road.
6. **Trails – Mori Point:** Provide one van accessible parking stall at trailhead.
7. **Trails – Muir Woods:** Extend existing boardwalk through the Pinchot Grove area including access to Curly Bark Classroom area.
8. **Trails – Muir Woods:** Make redwood exhibit displaying cross-section of redwood tree with historic markers tied to growth rings accessible for blind/low vision persons.
9. **\*Beaches – All:** Provide two beach wheelchairs stored on-site at Stinson Beach, Muir Beach, Rodeo Beach, and Baker Beach, and two additional beach wheelchairs at Fort Mason Headquarters Building 201, for pick-up and drop-off during business hours, when available, upon 5 business days' advance request. GGNRA may establish additional procedures for requesting wheelchairs at Fort Mason. (The asterisk on this project applies only to having the beach wheelchairs in place at the various sites, not to the establishment of additional procedures for requesting beach wheelchairs.)
10. **Beaches – Baker Beach:** Provide accessible parking, restroom, picnicking, beach access route, and seasonal beach access mat at Baker Beach.
11. **Beaches – Marin:** Deploy beach mats to the high tide line during non-winter months at Stinson Beach, Muir Beach and Rodeo Beach.
12. **Beaches – Muir Beach:** Provide accessible boardwalk from parking lot over floodplain, with an accessible path to an overlook of the beach, accessible parking, restroom, and accessible picnicking at Muir Beach.
13. **Beaches – Rodeo Beach:** Provide accessible route from accessible parking to the existing lagoon bridge.
14. **Beaches – Stinson Beach:** Provide accessible parking, accessible restroom, accessible picnicking, accessible Surfer's Grill, and a beach access route to the sand/beginning of seasonal beach mat at Stinson Beach, with a permanent bench at the termination of the permanent access route transition to the seasonal beach mat.

- 1 15. **Beaches – San Francisco:** Post information about the existing access route for blind/low  
2 vision visitors from a mass transit stop to a beach entrance to Ocean Beach in San  
3 Francisco, understanding that Defendants cannot control or maintain aspects of the  
4 experience not within lands or waters managed by the Defendants. Deploy an orientation  
5 technique or technology to enable blind visitors to navigate onto sand from stairwell and  
6 to navigate back to the same stairwell. This technique could include a combination of  
7 Braille lettering with raised numbers that are a least two inches high and have a 70%  
8 contrast to the background that would be posted at the top of every stairwell on the Ocean  
9 Beach promenade from Lincoln Way to Balboa Street/Cliff House, and a continuous  
10 detectable surface between those points along the east side of the beach.
- 11 16. **Audio Descriptions – Alcatraz:** Provide audio description of exhibits within the Alcatraz  
12 cell house.
- 13 17. **Audio Descriptions – Lands End:** Provide audio description of exhibits with tactile  
14 identifiers within the Lands End Lookout.
- 15 18. **Audio Descriptions – All:** Where and when tactile identifiers are installed, ensure that  
16 they are placed in as standard a location as practical, and that the number of the stop on  
17 the audio tour that each tactile identifier corresponds to is indicated in both Braille and in  
18 raised lettering that is at least two inches high and has a 70% contrast to the background.
- 19 19. **Audio Descriptions – All:** Where audio descriptions are provided via mp3 players,  
20 replace or modify existing mp3 devices to ensure that they have raised buttons, that the  
21 control buttons are different shapes than the number buttons, and that they have a tactile  
22 element on the number “5” button, to make them more usable by blind/low vision  
23 visitors.
- 24 20. **Tactile Models – Alcatraz:** Provide a tactile model of the Island at the ferry departure  
25 site.
- 26 21. **Tactile Models – Lands End:** Provide tactile model.
- 27 22. **Tactile Models – Muir Woods:** Provide tactile model of Redwood Creek watershed,  
28 including Muir Woods.
- 23 23. **Tactile Models – All:** When tactile models are produced, provide labels with both raised  
24 18 point large print text in San Serif font, and Braille.
- 25 24. **\*Other – Alcatraz:** Provide tram service to accommodate up to 5 wheelchair users  
26 arriving on the same boat, when available, upon 5 business days’ advance request.  
27 GGNRA may establish additional procedures for requesting tram accommodations. (The  
28 asterisk on this project applies only to the provision of tram service to accommodate up  
to 5 wheelchair users arriving on the same boat, not to the establishment of additional  
procedures for requesting tram accommodations.)
- 25 25. **Other – Crissy Field:** Provide an accessible route map.
- 26 26. **Other – Fort Mason:** Provide an accessible route map.
- 27 27. **Other – Fort Point:** Provide alternate program access to second and third floors through  
a video display.
- 28 28. **Other – Fort Point:** Display directional signage regarding accessible routes at Sally Port.

- 1 29. **Other – Park Headquarters:** Install signage at Special Park Uses building directing  
visitors with mobility disabilities to Building 201.
- 2 30. **Other – Park Headquarters:** Reissue notice annually to GGNRA employees to relocate  
3 from Park Headquarters to alternative accessible locations meetings and events held by  
GGNRA where the general public is invited to attend.
- 4 31. **Other – Park Headquarters:** Upgrade accessible route at rear entrance to ABAAS  
5 standards and install video-monitored staffing.
- 6 32. **\*Other – Parkwide:** Identify locations of designated accessible routes on the website.
- 7 33. **Other – Kirby Cove:** Provide an accessible campground and restroom at Kirby Cove,  
and update website to include information about accessible camping at Kirby Cove.
- 8 34. **Other – Marin Headlands:** Provide accessibility enhancements to the Visitor Center  
9 restroom and parking, including:  
10 • Adjust urinal rim height  
11 • Provide raised lettering and Braille on restroom signage  
• Move Family Restroom sign to the latch side of the door  
• Adjust hand dryer height and location  
• Provide accessible parking spaces
- 12 35. **Signage – Parkwide:** Design and install in 12 locations an AGODA-compliant trailhead  
13 with an access information panel providing text in Braille and in raised letters that have a  
14 70% contrast with the background. Two of the twelve information panels will be placed  
15 at main entrances at Crissy Field. In addition to the AGODA-compliant trailhead  
information, these two panels at Crissy Field will display a route map identifying  
accessible trails. Trailheads with accessible trail segments will be among the priority  
locations, though not the exclusive locations, for the remaining ten information panels.
- 16 36. **Signage – Parkwide:** Work with the Named Plaintiffs and disabled community members  
17 to prepare a brief publication with trail descriptions for visitors with disabilities  
18 describing trail experiences for key trails within the park; and provide that publication in  
multiple formats including accessible PDF on the website, and in printed and large  
printed form at Muir Woods, Marin Headlands, Golden Gate Bridge and Lands End.
- 19 37. **Publications – Parkwide:** Prepare Braille orientation guides for Muir Woods, Fort Point,  
20 Fort Mason, Alcatraz, Marin Headlands, and Lands End. In some cases, where there also  
21 is a primary brochure that covers the site (for example, Muir Woods), there will be one  
Braille publication that covers both the content of the brochure and the orientation  
information.
- 22 38. **\*Publications – Parkwide:** Create an accessibility guide (subject to the alternate formats  
23 for primary brochures) covering accessible features available at park areas throughout  
24 GGNRA. The guide to provide information regarding location and condition of  
25 accessible programs and activities (e.g., for trails, provide information regarding trail  
26 slope, width, surface). The guide to list key interpretive media available in alternative  
27 formats, provide information regarding obtaining accessible tours led by rangers and  
28 docents, etc.



- 1 39. **Publications – Parkwide:** Make all 8 of GGNRA’s primary brochures available in  
2 Braille, audio (via both mp3 in downloadable form on the GGNRA website, and CD),  
3 large print, and on the website in a format that is usable by screen-reader and keyboard-  
4 only users; initially, make 10 copies of each Braille and large print brochure and audio  
5 CD available at GGNRA, and make additional copies available based on demand and  
6 available funding.
- 7 40. **Publications – Parkwide:** Make other GGNRA publications available on the GGNRA  
8 website in PDF screen-readable format.
- 9 41. **Miscellaneous – Fort Point:** Install edge protection on boardwalk at Fort Point where  
10 not a hazard to visitors.
- 11 42. **\*Miscellaneous – Interpretive Training Handbook:** Offer training handbook on  
12 accessible interpretive practices to all concessioners and park partners.
- 13 43. **\*Miscellaneous – Concessioner Reminder:** Remind concessioners to: (i) remove  
14 physical barriers where necessary to provide program access; (ii) provide GGNRA’s  
15 Accessibility Program Manager with copies of access related complaints; and (iii) notify  
16 GGNRA’s Accessibility Program Manager when disability-related accommodations  
17 cannot be provided and of any steps taken to mitigate the situation.
- 18 44. **\*Miscellaneous – Concessioner Review:** Modify the form used for annual reviews of  
19 concessioners to explicitly address visitor accessibility.
- 20 45. **\*Miscellaneous – Community Input:** GGNRA will hold an annual forum, open to the  
21 public, on accessibility at GGNRA. GGNRA will notify independent living centers and  
22 disability organizations in the Bay Area of this forum.
- 23 46. **\*Website – Contact Information on Accessibility Page:** On its primary accessibility  
24 webpage, GGNRA will provide contact information (phone and email) for the  
25 Accessibility Program and will advise the disabled community to contact the  
26 Accessibility Program staff for updates on the status of accessibility conditions at  
27 GGNRA sites.
- 28 47. **\*Website – Homepage Link to Accessibility Page:** On its homepage, GGNRA will  
display a link to its primary accessibility webpage.
48. **\*Website – Updates:** GGNRA will update accessibility information on its website to  
reflect the accessibility enhancements made to the park as a result of this Settlement  
Agreement.

**APPENDIX B: GROUP 2 PROJECTS**

1. **Trails – Fort Funston:** Investigate methods for providing and, if feasible, provide usable wheelchair trail for the paved length of Sunset Trail by enabling crossing of the 40-50 foot section that is typically covered with sand.
2. **Trails – Fort Funston:** Replace decking or reconfigure the hang-glider overlook structure for improved accessibility.
3. **Trails – Lands End:** Add to accessible sections of the Lands End Coastal Trail either from existing accessible section from Merrie Way or on the eastern end of Lands End at Camino Del Mar/Eagles Point.
4. **Trails – Marin Headlands:** Provide an accessible toilet facility near Rodeo Valley trailhead.
5. **Trails – Muir Woods:** Improve the section of the main trail (west side) from Bridge 1 to Bridge 2 through the patching of existing asphalt.
6. **Trails – Muir Woods:** Improve the section of the main trail (west side) from Bridge 1 to Bridge 2 to AGODA standards through boardwalk construction. If Defendants undertake this project, they will not invoke Exception 2 of section 1017.1 of AGODA.
7. **Trails – Muir Woods:** Send memo to concessioner reminding them to ensure paths of travel within merchandise areas of visitor center are kept accessible and that accessible counters are to be used for sales.
8. **Trails – Muir Woods:** Improve the section of trail from the Muir Woods annex parking lot to the Muir Woods Redwood Grove, the “Creekside Trail,” to meet AGODA standards. If Defendants undertake this project, they will not invoke Exception 2 of section 1017.1 of AGODA.
9. **Trails – Marin Headlands:** Provide an accessible trail to the top of Hawk Hill from Conzelman Road.
10. **Beaches – Marin:** Construct a boardwalk that gets wheelchair users close to the high tide line on one or more beaches without a beach wheelchair.
11. **Beaches – Rodeo Beach:** Improve accessible picnicking and restroom at Rodeo Beach.
12. **Beaches – Rodeo Beach:** Install portable or vault toilet closer to the bridge location than the existing restroom.
13. **Beaches – Baker Beach:** Construct an access route from Baker Beach to Battery Chamberlain.
14. **Audio Descriptions – Fort Point:** Provide audio description of exhibits within Fort Point, and if feasible, include tactile identifiers.
15. **Audio Descriptions – Marin Headlands:** Provide audio description of existing visitor center exhibits, and if feasible, include tactile identifiers.
16. **Audio Descriptions – Muir Woods:** Provide audio description of exhibits along accessible boardwalk, and if feasible, include tactile identifiers.

- 1 17. **Tactile Models – Marin Headlands:** Provide tactile experience at Marin Headlands  
2 Visitor Center.
- 3 18. **Other – Marin Headlands:** Improve accessibility at existing Marin Headlands Visitors  
4 Center.
- 5 19. **Other – Renovated or Replaced Wayside Experiences:** Provide the wayside text on the  
6 GGNRA website in a screen-readable format.
- 7 20. **Other – Renovated or Replaced Wayside Experiences:** Provide a Quick Response  
8 (QR) Code in a consistent location on wayside panels to enable visitors using certain  
9 smart devices to link to the wayside text in a screen-readable format, and provide at least  
10 two smart devices designed to read QR codes for visitors to borrow.
- 11 21. **Other – Battery Wallace:** Provide accessible picnic area, restroom, and parking at  
12 Battery Wallace.
- 13 22. **Other – Muir Beach Overlook:** Provide accessible picnic area, restroom, parking, and  
14 overlook area at Muir Beach Overlook.
- 15 23. **Other – Presidio:** Create an accessible overlook of Fort Point with path of travel from  
16 Golden Gate Bridge Plaza.
- 17 24. **Other – Presidio:** Create new accessible parking at Battery East and an accessible  
18 overlook with benches and views of the Golden Gate Bridge.
- 19 25. **Other – Crissy Field:** Resurface and repair Torpedo Wharf at Crissy Field across from  
20 Warming Hut to enable accessible fishing and Bay/Golden Gate viewing.
- 21 26. **Other – Crissy Field:** Resurface and repair Crissy Promenade to improve accessibility.  
22 (Funds spent on this project cannot count more than \$250,000 toward Defendants’  
23 satisfaction of paragraph IV.A.3.)
- 24 27. **Publications – Parkwide:** Make other GGNRA publications (secondary brochures)  
25 available in large print, and make up to 25 of such other GGNRA publications available  
26 in Braille or audio described format upon request. GGNRA may establish additional  
27 procedures for requesting secondary brochures in alternative formats.
- 28 28. **Miscellaneous – Parkwide:** Retrofit existing public use staircases to conform with State  
of California Building Code in order to enhance accessibility for the public and blind and  
low vision users.

**APPENDIX C: GROUP 1 PROCEDURES**

1. **Accessibility Review:** A written procedure providing for accessibility review in a number of GGNRA processes, including reviews of: new construction and major renovation projects (including trail projects); new exhibits; new standard operating procedures that affect visitor accessibility; changes to the Superintendent's Compendium that affect visitor accessibility; and new website content about accessibility. As part of this accessibility review process, an individual knowledgeable about accessibility compliance will conduct field inspections of projects upon their completion and pre-production review of new exhibits before their fabrication.
2. **Interpretive – Audio-Described Tours Led by Rangers or Volunteers:** A written procedure providing that, upon 15-days advanced notice, GGNRA will provide a trained ranger or volunteer to lead an audio-described tour on a non-peak weekday or weekend, unless GGNRA determines that providing a ranger or volunteer on the requested date would significantly impact park operations. If unable to provide a tour on a requested day, GGNRA will make its reasonable best efforts to schedule a tour for another day convenient to the person requesting the tour. (Funds spent on overtime for staff leading these tours will count toward Defendants' satisfaction of paragraph IV.A.3.)
3. **Interpretive – Waysides:** A written procedure providing that, for new wayside exhibits, the wayside text will be available on GGNRA's website in a screen-readable format and the wayside panel will include, in a consistent location, a Quick Response Code to enable visitors using certain smart devices to link to the wayside text in a screen-readable format.
4. **Special Events:** A written procedure regarding visitor access to special events at GGNRA. GGNRA also will create a special-events checklist for coordinators of special events.
5. **Training – Employees:** A written procedure providing for accessibility training to all regular interpretation and education employees and volunteers. Accessibility training will include distribution of GGNRA's training handbook on accessible interpretive practices and will address how to provide accessible format materials to visitors who are blind or have low vision and will include updates on any new accessible features at GGNRA. At least once per year, GGNRA will make this training available to, and will encourage participation by, regular interpretation and education employees and volunteers. "Regular interpretation and education employees and volunteers" are those employees and volunteers who staff GGNRA visitor centers or lead GGNRA tours more than three times per year.
6. **Training – Interpretive Rangers & Interpretive Volunteers:** A written procedure providing for training to interpretive rangers and interpretive volunteers on techniques, such as audio description, to enhance their regularly-scheduled tours for the benefit of blind and low-vision visitors.

**APPENDIX D: GROUP 2 PROCEDURES**

1. **Animal-Proof Containers:** A written procedure providing that GGNRA staff will periodically evaluate the accessibility of animal-proof trash containers on the market that are certified by the Interagency Grizzly Bear Committee, including whether these models can be opened with a closed fist. If adopted, the procedure would specify that when GGNRA installs new animal-proof trash containers, it would aim to use the most accessible IGBC-certified model on the market that is feasible, competitively priced, and compliant with applicable laws and policies. (Funds spent on animal-proof trash containers under this procedure count toward Defendants’ satisfaction of paragraph IV.A.3 to the extent that such containers are more expensive than the containers GGNRA would otherwise purchase.)
2. **Portable Toilets:** A written procedure providing that GGNRA staff will periodically evaluate the accessibility of portable toilet models on the market, including whether these models provide side clearance for a lateral transfer from a wheelchair onto the toilet seat. If adopted, the procedure would specify that when GGNRA renews its existing toilet rental contract or installs new portable toilets, it would aim to use the most accessible model on the market that is feasible, competitively priced, and compliant with applicable laws and policies. (Funds spent on portable toilets under this procedure count toward Defendants’ satisfaction of paragraph IV.A.3 to the extent that such toilets are more expensive than the portable toilets GGNRA would otherwise purchase.)

# **EXHIBIT A**

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUITS**

**ATTENTION: All persons with mobility and/or vision disabilities who have visited or will visit park sites owned and/or maintained by the Golden Gate National Recreational Area (“GGNRA”) or GGNRA concessioners. This notice describes a proposed settlement concerning access to GGNRA park sites.** GGNRA park sites include Alcatraz, Crissy Field, portions of the Presidio, Muir Beach, Muir Woods, Ocean Beach, Tennessee Valley, Marin Headlands, Sutro Baths, Lands End, and Fort Point, among others park sites in San Francisco, Marin, and San Mateo Counties. A full list of GGNRA park sites can be found at <http://www.nps.gov/goga/planyourvisit/places.htm>.

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

**NOTICE OF CLASS ACTION**

The purpose of this notice is to inform you of the proposed settlement in two class action lawsuits brought on behalf of people with mobility and/or vision disabilities. The class action settlement (the “Settlement Agreement”), which must be approved by the Court, was reached in connection with *Gray, et al. v. Golden Gate National Recreation Area, et al.*, Case No. 3:08-cv-00722-EDL (N.D. Cal.) (“*Gray I*”) and *Gray, et al. v. Golden Gate National Recreation Area, et al.* Case No. XX-XXX (N.D. Cal.) (“*Gray II*”). The lawsuits, filed in 2008 and 2013 respectively, allege that Defendants GGNRA and National Park Service have discriminated against persons with mobility and/or vision disabilities by denying them access to the programs, services, and activities at park sites throughout GGNRA that are owned or maintained by GGNRA and/or its concessioners. The Defendants deny any liability or wrongdoing.

**DEFINITION OF THE CLASS**

The settlement class consists of all persons with mobility and/or vision disabilities who have visited or will visit park sites owned and/or maintained by the Golden Gate National Recreation Area or its concessioners. For purposes of this settlement, persons with mobility disabilities include individuals who use wheelchairs, scooters, crutches, walkers, canes, or

similar devices to assist their navigation. Persons with vision disabilities include individuals who due to a vision impairment use canes or service animals for navigation or individuals who require low vision accommodations.

### **SUMMARY OF THE PROPOSED SETTLEMENT AGREEMENT**

The Settlement Agreement, a complete version of which can be found at [www.dralegal.org](http://www.dralegal.org) and [www.nps.gov/goga](http://www.nps.gov/goga), provides that the Defendants will make substantial access enhancements at many locations throughout GGNRA over a seven-year period for persons with mobility and vision impairments. The Settlement Agreement also includes an agreement to adopt and implement a number of park-wide written procedures addressing accessibility in GGNRA's programs and activities. With the exception of concessioners, park partners that operate programs and facilities at park sites within GGNRA are not covered by the Settlement Agreement and any release of claims agreed to in the Settlement Agreement does not apply to park partner programs and activities.

Specifically, the Settlement Agreement provides for two categories of access enhancement projects at GGNRA park sites. The first involves a list of specific projects, each of which will be completed within the seven-year term covered by the Settlement Agreement. Examples of projects in this category include improvements to trail accessibility for wheelchair users at multiple park locations, improved beach access for wheelchair users and persons with vision impairments, tactile models and audio descriptions of certain exhibits, and the increased availability of park publications in alternate, accessible formats for persons with vision impairments. The specified list of projects in this group will be required to be implemented regardless of cost except if certain unanticipated events occur: for example, if a particular project cost exceeds 25% of the currently anticipated cost for such project, an equivalent access project may be substituted. Please note that the Settlement does not provide for accessibility enhancements at every facility and does not provide that every publication will be made available in an alternate format.



The second category of projects involves another list of accessibility improvements. Defendants are required to spend at least \$3 million towards the projects on the second list.

GGNRA will also formally adopt and implement a number of park procedures. Examples include developing written procedures for making accessibility training available to employees, interpretative rangers, and volunteers and for conducting accessibility reviews of new construction and major renovation projects, new exhibits, and new standard operating procedures that affect visitor accessibility. Defendants are further required to spend at least \$350,000 over the seven-year term of the Settlement Agreement to maintain the accessibility features that either exist at GGNRA or that Defendants have completed as part of the settlement.

The Settlement Agreement additionally provides for payment of attorneys' fees and costs to Disability Rights Advocates ("Class Counsel"), the attorneys who represent the class. Defendants have agreed to pay Class Counsel a total of \$3,430,000 for all fees and costs Class Counsel have incurred since work began on the case in 2006 and for future work in monitoring compliance with the settlement. Class Counsel will allocate \$250,000 of this payment to future monitoring work.

### **RESOLUTION AND RELEASE OF CLAIMS**

The Settlement Agreement resolves all program access discrimination claims against Defendants GGNRA and the National Park Service at existing GGNRA park sites. All class members will be bound by the terms of the settlement if it is approved by the Court. Under the proposed settlement, Class Members will release and forever discharge all claims and all rights to bring such claims against Defendants that involve, arise from, or relate to allegations that persons with mobility and/or vision disabilities have been denied access to, excluded from participation in, denied the benefits of, subjected to discrimination in connection with, or denied an accommodation or modification in connection with (1) existing GGNRA park sites, programs, activities, facilities, buildings, services, operations, policies, practices, or procedures, or (2) an alleged lack of policies, procedures, or practices at GGNRA.

Class Members retain whatever rights they may have to bring claims against Defendants relating to technical access barriers on GGNRA's website, or to access barriers or deficiencies that come into existence at GGNRA after the seven-year settlement period. Class Members also retain whatever rights they may have to bring monetary claims involving physical injuries.

**OBJECTIONS TO THE SETTLEMENT AGREEMENT**

You have the right to object to the terms of this settlement by filing a written, signed objection with the Court no later than \_\_\_\_\_, 2014. You also have the right to appear at a hearing, which will address the fairness of the settlement agreement to the class. That hearing is scheduled for \_\_\_\_\_, 2014 in the Courtroom of the Honorable Elizabeth Laporte, United States Magistrate Judge, 450 Golden Gate Avenue, 15<sup>th</sup> Floor, San Francisco, CA 94102. Please note that, in order to be heard at the fairness hearing, you must include notice of your intent to appear at the hearing with your written objection.

Written objections must be filed with the Clerk of the United States District Court for the Northern District of California at the following address:

Clerk of the United States District Court  
Northern District of California  
450 Golden Gate Avenue  
San Francisco, CA 94102-3483  
Specifying: Gray v. Golden Gate National Recreation Area, [insert case number for Gray 2]

Objections may be filed in person or may be mailed to the Court at the above address but must be actually received by the Court by the deadline set forth above to be considered.

Copies of objections must also be mailed or delivered to counsel for the Parties:

Christine Chuang, Esq.  
Disability Rights Advocates  
2001 Center Street, Third Floor  
Berkeley, CA 94704-1204  
(Counsel for Named Plaintiffs & Settlement Class)

Brian Kennedy, Esq.  
United States Department of Justice, Civil Division  
Federal Programs Branch  
P.O. Box 883  
Washington, DC 20044  
(Counsel for Defendants GGNRA and National Park Service)

**FURTHER INFORMATION**

More detailed information concerning the Settlement Agreement or a copy of the Settlement Agreement may be obtained from Class Counsel:

Christine Chuang  
Disability Rights Advocates  
2001 Center Street, Third Floor  
Berkeley, CA 94704-1204  
(510) 665-8644 (voice)  
(510) 665-8716 (TTY)  
(510) 665-8511 (FAX)

A copy of the complete Settlement Agreement is also available as a link on the GGNRA accessibility webpage, which can be found at <http://www.nps.gov/goga/planyourvisit/accessibility.htm>, and as a link on Class Counsel's website, which can be found at <http://www.dralegal.org/>.

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

# **EXHIBIT B**

## NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUITS

**ATTENTION:** Persons with a mobility or vision disability who have visited or will visit the Golden Gate National Recreation Area (“GGNRA”). This notice concerns a settlement that may affect your rights. Please read it carefully.

### The Class Actions

This notice is to inform you of the proposed settlement in two class action lawsuits brought on behalf of people with mobility and/or vision disabilities. The lawsuits are titled *Gray v. GGNRA*, No. 3:08-cv-00722-EDL (N.D. Cal.), and *Gray v. GGNRA*, No. [insert *Gray II* number] (N.D. Cal.). These lawsuits allege that GGNRA and the National Park Service (“Defendants”) have denied persons with mobility and/or vision disabilities access to programs and activities at GGNRA. The Defendants deny the allegations. The settlement, which must be approved by the Court, will resolve both lawsuits.

### Summary of the Proposed Settlement

Under the settlement, Defendants will make substantial access enhancements at GGNRA park sites over a seven-year period. Examples include access improvements to certain trails and beaches, tactile models and audio descriptions of certain exhibits, and the increased availability of certain park publications in alternate, accessible formats. GGNRA will also adopt and implement a number of written procedures addressing accessibility. Examples include making accessibility training available to employees and conducting accessibility reviews of new construction and new exhibits.

The settlement also provides that Disability Rights Advocates (“Class Counsel”), the attorneys who represent the class, will be paid \$3,430,000 for all fees and costs they have incurred since work began on the cases in 2006 and for future work in monitoring compliance with the settlement.

In exchange, class members will release and forever discharge all claims that involve, arise from, or relate to allegations that persons with mobility and/or vision disabilities have been denied access to, excluded from participation in, denied the benefits of, subjected to discrimination in connection with, or denied an accommodation or modification in connection with (1) existing GGNRA park sites, programs, activities, facilities, buildings, services, operations, policies, practices, or procedures, or (2) an alleged lack of policies, procedures, or practices at GGNRA.

All class members will be bound by the terms of the settlement if it is approved by the Court.

### Objections to the Settlement

You have the right to object to this settlement by filing a written, signed objection with the Court no later than [redacted], 2014. The Court must receive the objection by this date for it to be considered. You may file the objection in person or mail it to the Court at the address below. Copies of objections must also be mailed or delivered to Class Counsel and to Defendants’ Counsel, at the addresses below.

You also have the right to appear at a hearing, which will address the settlement’s fairness. The hearing is scheduled for [redacted], 2014, before Magistrate Judge Laporte at the address below. To be heard at the hearing, you must include notice of your intent to appear at the hearing with your written objection.

### Further Information

A more detailed notice and the complete version of the settlement are available as links at <http://www.dralegal.org/> and as links on GGNRA’s accessibility webpage at <http://www.nps.gov/goga/planyourvisit/accessibility.htm>. For alternate accessible formats, contact Class Counsel at the address below.

#### Court:

Clerk of the U.S. District Court  
Northern District of California  
450 Golden Gate Avenue  
San Francisco, CA 94102-1204  
Specifying: *Gray v. GGNRA*  
[insert *Gray II* case number]

#### Class Counsel:

Christine Chuang  
Disability Rights Advocates  
2001 Center Street, Third Floor  
Berkeley, CA 94704-1204  
(510) 665-8644 (voice)  
(510) 665-8716 (TTY)

#### Defendants’ Counsel:

Brian Kennedy  
U.S. Department of Justice  
Civil Division  
Federal Programs Branch  
20 Massachusetts Avenue, NW  
Washington, D.C. 20001

# **EXHIBIT C**

**ORGANIZATIONS**

Class Counsel shall mail or email the shortened version of the Notice to the executive directors of California Foundation for Independent Living Centers and the following independent living centers in California with a request that it be posted and/or circulated in any email newsletters:

1. Access to Independence
2. Center for Independent Living
3. Community Access Center
4. Dayle McIntosh Center
5. Disabled Resources Center, Inc.
6. Independent Living Center of Kern County
7. Independent Living Resource Center San Francisco
8. Independent Living Services of Northern California
9. Placer Independent Resource Services
10. Rolling Start Center for Independent Living
11. Silicon Valley Independent Living Center
12. Center for Independence of Individuals with Disabilities
13. Central Coast Center for Independent Living
14. Community Resources for Independent Living
15. Disability Services and Legal Center
16. FREED Center for Independent Living
17. Independent Living Resource Center
18. Independent Living Resources of Solano and Contra Costa Counties
19. Marin Center for Independent Living
20. Resources for Independence Central Valley
21. Services Center for Independent Living
22. Southern California Rehabilitation Services, Inc.

Class Counsel shall mail or email the shortened version of the Notice to the following disability organizations with a request that it be posted and/or circulated in any email newsletters:

1. American Council of the Blind
2. American Foundation for the Blind
3. American Association of People with Disabilities
4. San Francisco Lighthouse for the Blind
5. San Francisco Lions Center
6. Bay Area Outreach Recreation Program
7. Vista Center
8. Disability Rights California
9. Californians for Disability Rights
10. Alta California Regional Center
11. Central Valley Regional Center
12. Far Northern Regional Center
13. Golden Gate Regional Center
14. North Bay Regional Center
15. Redwood Coast Regional Center
16. Regional Center of the East Bay
17. San Andreas Regional Center
18. Valley Mountain Regional Center
19. Easter Seals (nationwide and local)
20. United Spinal Association
21. Paralyzed Veterans of America