

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

Center for Independence of the Disabled, New York, et al. v. Metropolitan Transportation Authority, et al., Case No. 17-CV-2990 (GBD) (VF) (S.D.N.Y.)

A court authorized this notice. This is not a solicitation from a lawyer.

You might be a member of the settlement class if:

- 1. You use or seek to use the New York City subway system; and**
- 2. You have a disability that requires you to use an elevator to access the subway system.**

PLEASE READ CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THIS LAWSUIT.

GENERAL INFORMATION

1. Why am I receiving this notice?

This notice is to inform you of the proposed settlement (the “Settlement Agreement” or the “Settlement”) of a pending class action lawsuit brought on behalf of people who use or seek to use the New York City Subway system and who have a disability that requires them to use an elevator to access the subway system.

2. What is this lawsuit about?

The lawsuit, *Center for Independence of the Disabled, New York, et al. v. Metropolitan Transportation Authority, et al.*, was filed in the Southern District of New York in 2017.

It was brought by Named Plaintiffs Sasha Blair-Goldensohn and Dustin Jones, as well as six disability rights organizations: Center for Independence of the Disabled, New York; Brooklyn Center for Independence of the Disabled; Bronx Independent Living Services; Harlem Independent Living Center; Disabled In Action of Metropolitan New York; and New York StateWide Senior Action Council.

Plaintiffs Sasha Blair-Goldensohn and Dustin Jones (“Class Representatives”) represent a certified class of all people who use or seek to use the New York City subway system, and have a disability that requires them to use an elevator to access the subway system.

The lawsuit alleged that Defendants, the Metropolitan Transportation Authority (“MTA”) and the New York City Transit Authority (“NYCT”), discriminate against people with disabilities by not maintaining station elevators, which causes outages; by failing to inform the public about outages; by not providing adequate signage to describe alternate accommodations and/or accessible routes; and by not ensuring alternate transportation for people who cannot use the subway unless elevators are functional.

More information about the lawsuit, including the Complaint and prior court rulings, is available here: <https://dralegal.org/case/center-independence-disabled-new-york-cidny-et-al-v-new-york-city-transit-authority-nycta-et-al-sdny/>.

Plaintiffs and Defendants have now reached an agreement to settle this lawsuit, but the agreement must be approved by the Court before it can be finalized. The details of the Settlement Agreement are summarized below.

3. What is a class action?

The Class Plaintiffs made their claims on behalf of themselves and others who might also have been impacted by these practices. Named Plaintiffs Sasha Blair-Goldensohn and Dustin Jones have been appointed by the Court to serve as Class Representatives on behalf of all the impacted individuals (also called the “Class Members” or the “Class”).

4. Am I part of the Settlement Class?

If you use or seek to use the New York City subway system and you have a disability that requires you to use an elevator to do so, you may be a member of the Class affected by this lawsuit and the proposed Settlement Agreement. If you are not sure if you are a member of the Class, you can contact Disability Rights Advocates, the lawyers representing the Named Plaintiffs, at info@dralegal.org for more information.

5. Why is there a Settlement?

Rather than proceed to trial, the Plaintiffs and the Defendants have agreed to settle the case. The Class Representatives believe that the Settlement they have reached is fair, adequate, reasonable, and in the best interests of the Class Members. In reaching this conclusion, the Class Representatives and their lawyers have considered the benefits of the Settlement, the risks of possible outcomes of continued court proceedings, and the expense and length of continued court proceedings and possible appeals.

6. What would the proposed Settlement Agreement do?

The proposed Settlement Agreement requires Defendants to communicate information in the event of elevator outages by notifying class members of outages at elevators that provide the public with stair-free access to subway stations (“Accessibility Elevators”) and requires Defendants to continue training station agents to assist customers who require stair-free access. This includes the following notification methods:

- **Physical and digital signage, including:**
 - Street-level physical signs posted on the nearest street level elevator indicating long-term elevator outages (lasting 90 days or more) or those due to capital replacement projects at that station;

- Street-level physical signs when NYCT elevator repair personnel are on site repairing a NYCT-owned and maintained elevator that is out of service for any reason;
- Permanent decals posted near Accessibility Elevators directing riders to the MTA’s website and 511 number for real-time elevator outage information, which is updated 24 hours a day as MTA personnel confirms reports of outages;
- Alternate Accessible Travel Information (“AATI”) signs posted directly on or adjacent to all Accessibility Elevators, indicating additional available routes, a QR code to the Elevator & Escalator Status Webpage, and information on how to contact a station agent for assistance; and
- Real-time elevator status on digital Customer Information Center (“CIC”) screens.
- **Spoken announcements, including:**
 - Platform announcements every fifteen minutes indicating any long-term elevator outages (lasting 90 days or more) or those due to capital replacement projects one Accessible Station ahead in the direction of the trains arriving at the platform and informing riders to check station displays or the MTA mobile application for real-time elevator outage notifications.
 - On-board announcements on subway trains regarding Accessibility Elevator Outages confirmed to last longer than fourteen days at least two accessible stations ahead in the direction in which that train is travelling.
- **Telephone and real-time assistance, including:**
 - A 511 customer service phone number for information concerning Accessibility Elevator outages and accessible rerouting assistance.
 - Real-time outage information on the MTA’s website and mobile application regarding: (a) the status of all Accessibility Elevators at any given time; (b) all affected subway lines at the impacted station; (c) the reason for any Accessibility Elevator outage; (d) the estimated return to service time; and (e) possible alternate accessible routes from the affected Accessible Station.
 - Email and text alerts advising subscribing customers of changes in the status of the customer’s selected Accessibility Elevators.

Defendants must also make good-faith efforts to implement additional notification methods if feasible and there is available dedicated funding, such as displaying real-time elevator outage information at street-level digital screens, on the Customer Information Center screens located outside the fare control area, and on digital displays on the subway trains.

The Settlement Agreement also requires Defendants to:

- Provide mandatory customer service training for all subway station agents on disability-related topics, including how to assist customers with disabilities in the event of an elevator outage, as well as mandatory annual accessibility training for all employees;
- Add information to the MTA's Elevator & Escalator Availability metrics webpage regarding all current elevator outages, including elevators out of service for capital rehabilitation work; and
- Acknowledge customer complaints regarding Accessibility Elevator outages within one business day of receipt of the complaint, inform the complainant that the issue has been directed to the appropriate personnel to address the elevator outage issue, and direct the complainant to real-time elevator outages information provided on the MTA's website and mobile application.

7. Can I receive money under the Settlement?

No. The Settlement does not give any monetary relief to either the Plaintiffs or Class Members. However, the Settlement does not release (give up) any individual claims for monetary damages.

8. Do I have to give up any rights if the Settlement is approved?

Under the Settlement Agreement, the Plaintiffs agree to release (give up) certain claims and release certain claims on behalf of the Class.

Plaintiffs and all Class members release all claims that were alleged in the lawsuit, or that could have been alleged in the lawsuit as of the Effective Date of the Settlement Agreement, that relate to allegations that Defendants fail to provide equal access to the subway system for people who require stair-free access through the failure to maintain the elevators in operative and sanitary condition, provide adequate notice of elevator outages, and provide alternate accommodations during outages.

That means that neither the Plaintiffs nor any Class Member can bring another lawsuit based on claims that were or could have been asserted in this lawsuit as of the Effective Date of this Settlement Agreement.

The Effective Date of this Settlement Agreement is the date on which all rights to appeal have concluded after final approval by the Court.

However, Plaintiffs and Class Members will still be able to enforce the terms of the Settlement Agreement if Defendants do not comply with its terms.

9. When will the Court decide if it approves the Settlement?

The Court will hold a hearing (called a "Fairness Hearing") to determine whether the proposed Settlement Agreement is fair, adequate, and reasonable, and should be finally approved.

The Fairness Hearing will be held on January 13, 2027 at 10:30 a.m. before the Honorable George B. Daniels.

Please contact Disability Rights Advocates for any updated information on attending the hearing. You can see updates at: <https://dralegal.org/case/center-independence-disabled-new-york-cidny-et-al-v-new-york-city-transit-authority-nycta-et-al-sdny/>.

If the Court approves the Settlement after the Fairness Hearing, the MTA will be required to start or continue the actions required by the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

- **You can object**—you may write to the Court if you do not agree with the Settlement.
- **You can go to the Fairness Hearing**—you may ask to speak to the Court regarding the fairness of the Settlement.
- **If you do nothing** and the Court approves this Settlement, if you are a Class Member, you will be bound by the terms of the Settlement.
- These rights and options are explained in this Notice. **There are deadlines to exercise these rights and options.**

THE LAWYERS IN THE CASE

10. Do I have a lawyer in this case?

Yes. If you are a Class Member, attorneys from Disability Rights Advocates, a non-profit law firm, and Sheppard, Mullin, Richter & Hampton LLP (together, “Class Counsel”) represent you solely for purposes of this Settlement. Both law firms are experienced in handling similar cases regarding disability rights. More information about Disability Rights Advocates and its lawyers’ experience is available at <http://www.dralegal.org>. More information about Sheppard is available at <https://www.sheppard.com/new-york>.

You will not be charged for being represented by these lawyers in this matter. If you want to get your own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

The Settlement Agreement provides that Plaintiffs may apply to the Court for an award of reasonable attorneys’ fees and costs, to be paid by the Defendants in this case. Defendants may oppose any application filed by Plaintiffs for attorneys’ fees and costs. Any future payment of attorneys’ fees will not impact the commitments made by Defendants under this Settlement.

WHAT IF I WANT TO OBJECT TO THE SETTLEMENT AGREEMENT?

If you disagree with the Settlement Agreement, you can ask the Court to reject the proposed Settlement by filing an objection. You cannot ask the Court to modify the terms of the Settlement Agreement. If the Court rejects the proposed Settlement Agreement, the actions summarized in this notice will not occur and the lawsuit will continue. If that is what you want, you **MUST** file an objection. To file an objection, you must send a written objection to the

federal court at the address below by December 1, 2026. If your written objection is not postmarked by December 1, 2026, the Court will not consider it. The objection must be addressed to:

Hon. George B. Daniels
United States District Court for the Southern District of New York
Daniel Patrick Moynihan United States Courthouse
500 Pearl St.
New York, NY 10007-1312

With copies sent to:

Eliana Fisher, Esq.
Disability Rights Advocates
228 Park Ave. S
PMB 509115
New York, NY 10003

Ira Lipton, Esq.
Hoguet Newman Regal & Kenney, LLP
One Grand Central Place
60 East 42nd Street, 48th Floor
New York, NY 10165

You are not required to attend the Fairness Hearing if you file an objection to the proposed Settlement Agreement. However, if you wish to be heard at the final approval hearing, your written objection must include a statement declaring your intention to participate in the hearing. You may appear on your own or through an attorney. If you appear through an attorney, you are responsible for paying that attorney.

IF YOU DO NOT TIMELY SUBMIT AN OBJECTION AS DESCRIBED IN THIS NOTICE, YOU WILL BE DEEMED TO HAVE WAIVED YOUR OBJECTION AND WILL LOSE THE ABILITY TO MAKE ANY OBJECTION TO THE SETTLEMENT AGREEMENT.

WILL I BE BOUND BY THE SETTLEMENT AGREEMENT?

If given final approval, the Settlement Agreement will bind all Class Members. This will bar any person who is a Class Member from seeking different or additional relief regarding all claims resolved by the Settlement that have arisen or arise before the Effective Date of the Settlement.

HOW DO I GET MORE INFORMATION?

This notice summarizes the proposed Settlement Agreement. You can review the actual Settlement Agreement and its precise terms and conditions by:

1. Visiting <https://dralegal.org/case/center-independence-disabled-new-york-cidny-et-al-v-new-york-city-transit-authority-nycta-et-al-sdny/>

2. Contacting Class Counsel at the following:

Eliana Fisher, Esq.
Disability Rights Advocates
228 Park Ave S
PMB 509115
New York, NY 10003
efisher@dralegal.org
Telephone: (212) 644-8644

3. Accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://pacer.login.uscourts.gov/> at Case No. 17-CV-2990 (GBD) (VF) (S.D.N.Y.).

PLEASE DO NOT TELEPHONE THE COURTS OR THE COURT CLERKS' OFFICES TO INQUIRE ABOUT THE SETTLEMENT AGREEMENT.

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

This Notice is also available in Spanish. To obtain copies of this Notice or the Settlement Agreement in Spanish, please visit <https://dralegal.org/case/center-independence-disabled-new-york-cidny-et-al-v-new-york-city-transit-authority-nycta-et-al-sdny/>.

Este Aviso también está disponible en español. Para obtener copias de este Aviso o el Acuerdo resolutorio en español, comuníquese con los Demandantes o Demandados al <https://dralegal.org/case/center-independence-disabled-new-york-cidny-et-al-v-new-york-city-transit-authority-nycta-et-al-sdny/>.