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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

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15 CALIFORNIA FOUNDATION FOR
INDEPENDENT LIVING CENTERS, on
16 behalf of itself and others similarly situated,
and RUTHEE GOLDKORN, on behalf of
17 herself and others similarly situated,

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Plaintiff,

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v.

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COUNTY OF SACRAMENTO,

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Defendant.

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Case No. 2:12-CV-03056-KJM-GGH

SETTLEMENT AGREEMENT

Judge: Hon. Kimberly Mueller

1 **I. PARTIES**

2 This Settlement Agreement is made and entered into between Plaintiffs California
3 Foundation for Independent Living Centers (“CFILC”) and Ruthee Goldkorn, and Defendant
4 County of Sacramento (the “County”).

5 **II. DEFINITIONS**

6 Except to the extent expressly stated to the contrary, any term not expressly defined in
7 this Section or elsewhere in this Settlement Agreement shall have the meaning ascribed to it, if
8 any, by State Access Laws and State Access Regulations and by Federal Access Laws and
9 Federal Access Regulations, in that order of preference. All other terms shall be interpreted
10 according to their plain and ordinary meaning. The following terms have the stated meanings
11 when used in this Settlement Agreement or any of its Exhibits:

12 **A. Accessibility Requirements**

13 “Accessibility Requirements” means and refers in the broadest sense to federal and
14 California state standards and guidelines relevant to the accessibility of the built environment
15 (including, but not limited to, the 2010 ADA Standards for Accessible Design (“ADA
16 Standards”) and Title 24 of the California Code of Regulations, and the California Building
17 Code).

18 **B. ADA**

19 “ADA” means and refers to the Americans with Disabilities Act as contained at 42
20 U.S.C. § 12101, *et seq.*

21 **C. Airport**

22 “Airport” means and refers to the Sacramento International Airport.

23 **D. County**

24 “County” means and refers to Defendant the County of Sacramento, California.

25 **E. Defendant**

26 “Defendant” means and refers to the County of Sacramento, California.

27 **F. Dispute**

28 “Dispute” means and refers to each and every dispute that may arise out of this

1 Settlement Agreement or its Exhibits, including, but not limited to, disputes over the
2 interpretation of those documents, or any breach of their terms. “Dispute” may also refer to any
3 disagreements regarding claims released in this Settlement Agreement or its Exhibits.

4 **G. Effective Date**

5 “Effective Date” means and refers to the date on which this executed Agreement,
6 complete with Exhibits, is formally approved by the Sacramento County Board of Supervisors.

7 **H. Federal Access Laws**

8 “Federal Access Laws” means and refers to Section 504 of the Rehabilitation Act of 1973
9 and Title II of the ADA.

10 **I. Federal Access Regulations**

11 “Federal Access Regulations” means and refers to any and all implementing regulations
12 adopted pursuant to Section 504 of the Rehabilitation Act of 1973 or Title II of the ADA.

13 **J. Gate Counters**

14 “Gate Counters” means and refers to Terminal B’s nineteen (19) gate counters located
15 post-security in the gate area, and any additional gate counters that are added during the
16 Oversight Period.

17 **K. Litigation**

18 The term “Litigation,” as used in this Settlement Agreement, means and refers to the case
19 entitled *California Foundation for Independent Living Centers, et al. v. County of Sacramento*,
20 Case No. 2:12-CV-03056-KJM-GGH.

21 **L. Mobility Disability**

22 “Mobility Disability” or “Mobility Disabilities” means and refers to any impairment or
23 condition that limits a person’s ability to move his or her body or a portion of his or her body,
24 including, but not limited to, conditions that limit a person’s ability to walk, maneuver around
25 objects, and ascend or descend steps or slopes. A person with a Mobility Disability may or may
26 not use a wheelchair, scooter, crutches, walker, cane, braces, orthopedic device, or similar
27 equipment or devices to enable them to move from place to place.
28

1 **M. Oversight Period**

2 “Oversight Period” means and refers to the period of time for which this Agreement will
3 be in effect. The Oversight Period will run from the Effective Date of this Agreement until the
4 completion of all Injunctive Relief outlined in § V, below, including any extensions requested by
5 Defendants or necessary to resolve Disputes (if any).

6 **N. Parties or Party**

7 “Parties” or “Party” means and refers to Plaintiffs and Defendant, or either of them.

8 **O. Plaintiff(s)**

9 “Plaintiff(s)” means and refers to California Foundation for Independent Living Centers
10 (“CFILC”) and Ruthee Goldkorn, or either of them.

11 **P. Plaintiffs’ Counsel**

12 “Plaintiffs’ Counsel” means and refers to the law firm Disability Rights Advocates, and
13 all members, partners, employees and associates thereof.

14 **Q. Released Claims**

15 “Released Claims” means and refers to those claims released pursuant to this Settlement
16 Agreement or its Exhibits, as set forth herein.

17 **R. Settlement Agreement**

18 “Settlement Agreement” or “Agreement” means and refers to this document and all of its
19 Exhibits.

20 **S. State Access Laws**

21 “State Access Laws” means and refers to the Unruh Civil Rights Act (California Civil
22 Code § 51, *et seq.*), the California Disabled Persons Act (California Civil Code § 54.1, *et seq.*),
23 and California Government Code § 11135 *et seq.*

24 **T. State Access Regulations**

25 State Access Regulations means and refers to any and all regulations adopted pursuant to
26 the Unruh Civil Rights Act, the California Disabled Persons Act, or California Government Code
27 § 11135 *et seq.*, as well as Title 24 of the California Code of Regulations (California Building
28 Standards Code).

1 **U. Terminal B**

2 “Terminal B” refers to Terminal B of the Sacramento International Airport.

3 **V. Title 24**

4 “Title 24” means and refers to California Code of Regulations Title 24 (California
5 Building Standards Code).

6 **III. INTRODUCTION AND BACKGROUND OF CASE**

7 **A.** On December 20, 2012, Plaintiffs filed a complaint in the United States District
8 Court for the Eastern District of California on behalf of themselves and all others similarly
9 situated. This case, entitled *California Foundation for Independent Living Centers, et al. v.*
10 *County of Sacramento*, Case No. 2:12-CV-03056-KJM-GGH, alleged that Plaintiffs and all
11 others similarly situated were being discriminated against and denied full and equal access to
12 Terminal B of the Sacramento International Airport. In particular, it alleged that the County’s
13 failure to adequately address the emergency evacuation needs of people with Mobility
14 Disabilities, and its failure to ensure that Gate Counters and other physical features of Terminal
15 B were fully accessible to wheelchair or scooter users, constituted discrimination on the basis of
16 disability in violation of Federal and State Access Laws and Regulations.

17 **B.** On April 17, 2015, the Parties filed cross motions for summary judgment on two
18 issues: 1) whether Terminal B’s Gate Counters complied with applicable Accessibility
19 Requirements, and 2) whether the County had unlawfully excluded people with Mobility
20 Disabilities from or denied such persons the benefits of its emergency evacuation planning. On
21 November 4, 2015, the Court issued its Order, as described below.

22 **C.** With regard to the first issue, the Court found in favor of Plaintiffs and ruled that
23 all of Terminal B’s Gate Counters were out of compliance with the requirements of 28 C.F.R. pt.
24 36, App. D § 7.2(2).

25 **D.** With regard to the second issue, the Court found that while the County did have a
26 plan to evacuate people with Mobility Disabilities “over pedestrian bridges and down stairs and
27 elevators,” and while it had “designated specific locations in stairwells and near emergency exits
28 as places for people with mobility disabilities to await assistance,” the plan had failed to account

1 for their needs in other respects. For example, the Court found that the County had not taken
2 steps to ensure that it would have enough stair chairs, wheelchairs, gurneys, trained personnel, or
3 ADA-accessible vehicles to evacuate people with Mobility Disabilities during an emergency.
4 Similarly, the court found that the County had no plan or process in place to communicate
5 crucial information to people with disabilities in the event of an emergency, such as where they
6 could find accessible emergency exits, stair chairs, or other emergency evacuation devices;
7 where they should wait for help; or who would be able to assist them.

8 **E.** The Parties have engaged in extensive negotiations to resolve Plaintiffs' claims,
9 and to remediate the deficiencies identified in the Court's November 4, 2015 Order.

10 **F.** These negotiations have resulted in a Memorandum of Understanding between the
11 Parties, detailing the architectural, policy, and other changes that they have negotiated as a
12 means of settling the dispute between them. This Memorandum of Understanding is included as
13 **Exhibit A** to this Settlement Agreement.

14 **G.** This Settlement Agreement, together with the above-described Exhibit, is
15 intended to memorialize the Parties' understandings and agreements regarding the resolution of
16 Plaintiffs' claims, and to formally resolve the suit.

17 **IV. TERM OF THE SETTLEMENT AGREEMENT**

18 **A.** This Settlement Agreement shall be in effect for the duration of the Oversight
19 Period.

20 **V. INJUNCTIVE RELIEF**

21 **A.** The Parties will fully implement the Memorandum of Understanding attached
22 hereto as **Exhibit A**, and incorporated herein by reference.

23 **B.** The County shall implement the Parties' Memorandum of Understanding by the
24 deadlines set forth in **Exhibit A**. If the County is unable to meet these deadlines for any reason, it
25 will notify Plaintiffs' Counsel in writing, providing the reason for the delay, the anticipated
26 compliance date, and information to justify or support the requested extension of time.
27 Plaintiffs' Counsel will have the right to dispute the County's request for an extension of time
28

1 using the dispute resolution process set forth in Section VII of this Agreement. The Oversight
2 Period will be extended, if necessary, to encompass any revised implementation deadlines.

3 **VI. MONITORING**

4 **A.** Monitoring by Plaintiffs' counsel will be limited to the following:

- 5 1. An in-person joint inspection of remediated architectural barriers outlined in
6 **Exhibit A**, after the Implementation Deadline set therein;
- 7 2. Follow-up joint inspections necessary to verify the compliance of architectural
8 elements found to be noncompliant during the above initial inspection, if any;
- 9 3. Review of evacuation exercise report and training-related materials, and provision
10 of feedback, as outlined in **Exhibit A**.

11 **B.** Advance compensation for this contemplated monitoring work has been
12 incorporated into the Attorneys' Fees and Costs award contained in § X, below. Plaintiffs'
13 Counsel will receive no further compensation for monitoring-related work undertaken following
14 the Effective Date of this Agreement.

15 **VII. DISPUTE RESOLUTION**

16 **A. Notification**

17 The Parties shall negotiate in good faith to resolve any Dispute and agree to strict
18 compliance with the following procedures for dispute resolution. In the event that a Dispute
19 arises between Defendant and any Plaintiff, the Party or Parties asserting the Dispute or the
20 Party's or Parties' designee(s), shall notify counsel for the other Party or Parties to the Dispute.
21 Notification shall be in writing and shall be accomplished by electronic mail (preferred), U.S.
22 mail, facsimile or hand delivery. Service of the notification shall be effected the day received by
23 email, fax or hand delivery (if within normal business hours) or three (3) days after placing the
24 notification in U.S. mail.

25 **B. Meet and Confer**

26 Within thirty (30) days after the above-described notice has been served, the Parties shall
27 meet and confer in an attempt to resolve the Dispute. If the Parties agree that the disputed matter
28 requires action to bring the responding Party into compliance with the terms of the Settlement

1 Agreement, the responding Party shall be given a reasonable opportunity and sufficient time to
2 cure the defect in its performance of the Settlement Agreement obligations. This time shall not
3 exceed ninety (90) days from the date of service of notice, except by agreement of the Parties.

4 **C. Enforcement Proceedings**

5 If the Parties cannot resolve the Dispute within ninety (90) days of the date of the service
6 of notice as described above, then the Party or Parties asserting the Dispute may make a motion
7 to the Court for non-compliance with the Settlement Agreement. No action to enforce this
8 agreement shall be filed prior to the expiration of the notice to cure period described above,
9 except by agreement of the Parties.

10 **D. Fees and Costs for Dispute Resolution**

11 Fees and costs incurred in the resolution of any Disputes shall be awarded in accordance
12 with the standards set forth in *Christiansburg Garment Co. v. EEOC*, 434 U.S. 412 (1978).

13 **VIII. RELEASED AND UNRELEASED CLAIMS**

14 **A. Released Claims**

15 As a material inducement to the parties to enter into this Agreement and in exchange for
16 the mutual promises therein, which the parties acknowledge is sufficient consideration to support
17 this Agreement, Plaintiffs irrevocably and unconditionally release and forever discharge the
18 County, its subsidiaries, affiliates, predecessors, assigns, representatives, agents, insurers, current
19 and former officers, directors, attorneys and employees from any and all “Claims” arising out of
20 or related to the above-described lawsuit, or that were addressed or alleged in the litigation, or
21 that could have been alleged in the litigation, that any Plaintiff had or has against Defendant
22 prior to the Effective Date of this Agreement and through the completion of the Oversight
23 Period.

24 The term “Claims” includes all charges, claims, complaints, liabilities, obligations,
25 promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands,
26 attorneys’ fees, costs, losses, debts, and expenses of any nature whatsoever, known or unknown,
27 which the parties now have or claim to have arising out of or related to the above-described
28 lawsuit.

1 This release contains the entire agreement between the parties hereto, and the parties
2 agree the terms of this Agreement and Release are contractual and not a mere recital.

3 The parties expressly waive and relinquish all rights and benefits afforded by Section
4 1542 of the Civil Code of the State of California. Section 1542 of the Civil Code of the State of
5 California states as follows:

6 "A general release does not extend to claims which the creditor does
7 not know or suspect to exist in his or her favor at the time of
8 executing the release, which if known by him or her must have
materially affected his or her settlement with the debtor."

9 Thus, notwithstanding the provisions of Section 1542, and for the purpose of
10 implementing a full and complete release and discharge between the parties as to the above-
11 described lawsuit, the parties expressly acknowledge that this Agreement is intended to include
12 in its effect, without limitation, all Claims which they do not know of or suspect to exist in their
13 favor at the time of signing this Agreement arising out of or related to the above-described
14 lawsuit, and that this Agreement contemplates the release of any such Claim or Claims.

15 **IX. DAMAGES**

16 Within ninety (90) days of the Effective Date, the County agrees to pay Plaintiff Ruthee
17 Goldkorn damages in the amount of \$ [REDACTED].

18 **X. ATTORNEYS' FEES AND COSTS**

19 Defendant County of Sacramento agrees to pay Plaintiffs' reasonable attorneys' fees and
20 costs in the amount of \$ [REDACTED].

21 Defendant further agrees that the above amount of attorneys' fees and costs will be paid
22 in full by no later than ninety (90) days following the Effective Date of this Agreement.

23 **XI. MISCELLANEOUS**

24 **A. Dismissal**

25 Within fifteen (15) days of the Effective Date of this Agreement, Plaintiffs' Counsel shall
26 file a Stipulation of Dismissal pursuant to FRCP 41, and the parties shall stipulate that the Court
27 will retain jurisdiction to enforce the Agreement.
28

1 **B. Non-Admission of Liability or Wrongdoing**

2 The Parties acknowledge that this Agreement reflects their desire to terminate all aspects of the
3 matters alleged in the Litigation, and all matters and issues related thereto. None of the Parties in
4 any way acknowledges any fault or liability to any of the other Parties, and this Agreement shall
5 not in any way be construed as an admission of any fault or liability on the part of any of the
6 parties hereto.

7 **C. Entire Agreement**

8 This Settlement Agreement and its Exhibits contain the entire agreement between the Parties
9 regarding the settlement of this Litigation. No modifications or limits will be binding on the
10 Parties unless expressly provided for in this Agreement or made by writing signed by all Parties.
11 This Agreement and its Exhibits express the complete and final understanding with respect to the
12 subject matter of this Agreement. The Parties hereto understand and agree that the terms of this
13 Agreement supersede any prior discussions, understandings, or agreements between them related
14 to the subject matter hereof.

15 **D. Counterparts**

16 This Agreement may be executed in counterparts, each of which will be considered an original,
17 but all of which, when taken together, will constitute one and the same instrument.

18 **E. Interpretation**

19 The language of this Agreement will be construed as a whole according to its fair meaning, and
20 not strictly for or against any of the Parties. The headings in this Agreement are solely for
21 convenience and will not be considered in its interpretation. Where required by context, the
22 plural includes the singular and the singular includes the plural. This Agreement is the product
23 of negotiation and joint drafting so that any ambiguity will not be construed against any Party.

24 **F. Severability**

25 In the event any portion of this Agreement is deemed to be unenforceable, or is in
26 conflict with applicable law, the remainder of this Agreement will be enforced and will remain in
27 full force and effect.

28

1 **G. Additional Documents**

2 To the extent any documents are required to be executed by any of the Parties to
3 effectuate this Agreement, each Party hereto agrees to execute and deliver such and further
4 documents as may be required to carry out the terms of this Agreement.

5 **H. Sacramento County Board of Supervisors' Approval**

6 This Agreement is expressly subject to and contingent upon the Final Approval of the
7 Board of Supervisors for Sacramento County.

8
9 **FOR PLAINTIFFS:**

**CALIFORNIA FOUNDATION FOR
INDEPENDENT LIVING CENTERS**

10
11
12 Dated: _____, 2018

Christina Mills
Interim Executive Director

13
14 Dated: _____, 2018

Ruthee Goldkorn

15 **FOR DEFENDANT:**

COUNTY OF SACRAMENTO

16
17 Dated: _____, 2018

18
19 **APPROVED AS TO FORM**

DISABILITY RIGHTS ADVOCATES

20
21 Dated: _____, 2018

Sean Betouliere
Attorneys for Plaintiffs

LONGYEAR, O'DEA & LAVRA, LLP

22
23
24 Dated: _____, 2018

John A. Lavra
Kelley S. Kern
Attorneys for Defendant

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G. Additional Documents

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H. Sacramento County Board of Supervisors' Approval

This Agreement is expressly subject to and contingent upon the Final Approval of the Board of Supervisors for Sacramento County.

FOR PLAINTIFFS:

CALIFORNIA FOUNDATION FOR
INDEPENDENT LIVING CENTERS


Christina Mills
Executive Director

Dated: Feb. 14, 2019


Ruthee Goldkorn

Dated: Jan 24, 2019

FOR DEFENDANT:

COUNTY OF SACRAMENTO


Chady Nichol
Director of Airports

Dated: Jan 24, 2019

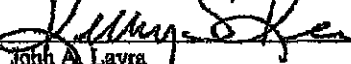
APPROVED AS TO FORM

DISABILITY RIGHTS ADVOCATES

Sean Betouliere
Attorneys for Plaintiffs 

Dated: Feb 14, 2019

LONGYEAR, O'DEA & LAVRA, LLP


John A. Lavra
Kelley & Kern
Attorneys for Defendant

Dated: Jan. 28, 2019