

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

ATTENTION: ALL PERSONS WITH A MOBILITY DISABILITY: If you have used, or attempted to use, Seattle sidewalks or other pedestrian rights-of-way and have encountered corners that were missing curb ramps, or curb ramps that were damaged, in need of repair, or otherwise in a condition not suitable or sufficient for use (“Deficient Curb Ramps”), or if you believe that you may encounter Deficient Curb Ramps in the future, you may be a member of the proposed Settlement Class affected by this lawsuit. This is a court-authorized notice.

A “Mobility Disability” means any impairment or medical condition that limits a person’s ability to walk, ambulate, or maneuver around objects, or to ascend or descend steps or slopes. A person with a Mobility Disability may or may not use a wheelchair, scooter, electric personal assisted mobility device, crutches, walker, cane, brace, orthopedic device, or similar equipment or device to assist her or his navigation along sidewalks, or may be semi-ambulatory.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY
BE AFFECTED BY LEGAL PROCEEDINGS IN THIS CASE.

NOTICE OF CLASS ACTION

The purpose of this notice is to inform you of a proposed settlement in a pending class action lawsuit brought on behalf of persons with Mobility Disabilities against the City of Seattle. The class action settlement (“Settlement Agreement”), which must be approved by the United States District Court, was reached in the case entitled *Reynoldson, et al. v. City of Seattle*, No. 2:15-cv-01608-BJR, pending in the United States District Court for the Western District of Washington.

BASIC INFORMATION

Filed in 2015, this lawsuit alleges that the City of Seattle (“City”) violated federal and state disability access laws by allegedly failing to ensure that its pedestrian rights-of-way contain curb ramps that are necessary to make its pedestrian rights-of-way accessible to individuals with Mobility Disabilities. The City denies these allegations and disputes that it has any liability or committed any wrongdoing.

This is a class action. In a class action, one or more people or organizations, called Class Representatives (in this case Conrad Reynoldson, Stuart Pixley, and David Whedbee [“Plaintiffs”]), sue on behalf of people who have similar legal claims. All of these people are a Class or Class Members. One court resolves the issues for all Class Members. United States District Judge Barbara Jacobs Rothstein is in charge of this class action.

The Court did not decide in favor of either Plaintiffs or the City in this case. Instead, both sides agreed to a settlement. That way, they avoid the cost, delay, and uncertainty of a trial, and settlement benefits go to the Class Members. The Class Representatives and Class Counsel (the attorneys appointed by the Court to represent the Class) think the proposed settlement is in the best interests of the Class Members, taking into account the benefits of the settlement, the risks of continued litigation, and the delay in obtaining relief for the Class if the litigation continues.

THE SETTLEMENT CLASS

The Settlement Class includes all persons (including, without limitation, residents of and visitors to the City) with any Mobility Disability, who have been denied, or may in the future be denied, full and equal access to the City's pedestrian rights-of-way due to Deficient Curb Ramps.

SUMMARY OF THE PROPOSED SETTLEMENT AGREEMENT

The following is a summary of certain provisions of the Settlement Agreement. The complete Settlement Agreement is available as set forth below.

The Settlement Agreement (which is called a "proposed Consent Decree") requires the City of Seattle to make widespread accessibility improvements by installing, repairing, and remediating Deficient Curb Ramps, beginning July 1, 2017, and continuing for the next 18 years.

The Agreement commits the City to install or remediate 1250 ramps per year on average (the "Annual Commitment"). The Annual Commitment includes ramps built by third parties such as utilities, other public entities, and private developers. The Agreement also ensures that all new construction and alterations undertaken by the City (or by any third-party acting on the City's authority or behalf) comply with federal and Washington state law, and requires the City to use its best efforts to ensure that all third-party construction, alteration, and development projects comply with state and federal law regarding the installation, repair, and remediation of curb ramps. The Agreement also requires the City to maintain all accessible curb ramps over which it has responsibility, ownership, or control so that those curb ramps are readily accessible to and usable by persons with Mobility Disabilities, except for isolated or temporary interruptions in access due to maintenance or repairs.

The Agreement provides that the City will create a Transition Plan that identifies, at least one year in advance, specific projects and specific curb ramps to be installed, repaired, and remediated in fulfillment of the Annual Commitment. The Transition Plan will be consistent with priorities set forth in regulations promulgated under the Americans with Disabilities Act, and will also incorporate input from Class Members and government agencies.

The City has surveyed much of its pedestrian rights-of-way with respect to existing curb ramps, and the Agreement requires the City to conduct a virtual review to determine whether curb ramps exist in the portions of the pedestrian rights-of-way that have not been surveyed, and to take measurements of those ramps found to exist during the virtual review, to determine whether they comply with the curb ramp requirements of federal and Washington state law.

The Agreement also commits the City to continue to maintain a system through which people with disabilities may submit requests for installation, remediation, and maintenance of accessible curb ramps, and subject to limited and specified exceptions, to use its best efforts to remediate or install each requested accessible curb ramp within 12 months of the request.

The Seattle Department of Transportation also will employ an Americans with Disabilities Act Coordinator to assist in developing and implementing the work required by the Agreement.

The Agreement also includes provisions for the Class Representatives and Class Counsel (identified below) to monitor the City's compliance with the terms of the Agreement.

RELEASE OF CLAIMS

The Settlement Agreement resolves and releases through the 18-year term of the Settlement Agreement, all claims for injunctive, declaratory, or other non-monetary relief that were brought, could have been brought, or could be brought in the future relating to or arising from any of the City's alleged actions, omissions, incidents, or conduct related to the installation, remediation, repair, or maintenance of curb ramps in the City's pedestrian rights-of-way. The Settlement Agreement does not provide for any monetary relief to the Settlement Class, and it does not release any damages claims that Settlement Class members may have.

REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES

The settlement class is represented by Goldstein, Borgen, Dardarian & Ho, the Civil Rights Education and Enforcement Center, and Disability Rights Washington ("Class Counsel"). The City will pay Class Counsel their reasonable attorneys' fees, expenses, and costs of \$1.4 million, subject to the approval by the Court. Class Counsel shall also be entitled to reasonable attorneys' fees and costs for monitoring the City's compliance with the Settlement Agreement as set forth in the Settlement Agreement, capped at \$40,000 for each of the years ending December 31, 2018, and December 31, 2019, and up to a cap of \$20,000 per year for the remainder of the Agreement. Class Counsel will be paid attorneys' fees, costs and expenses that the Court approves as fair and reasonable.

FAIRNESS OF SETTLEMENT

The Class Representatives and Class Counsel have concluded that the terms and conditions of the proposed Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. In reaching this conclusion, the Class Representatives and Class Counsel have considered the benefits of the settlement, the possible outcomes of continued litigation of these issues, the expense and length of continued litigation, and actual and possible appeals.

THE COURT'S FINAL APPROVAL/FAIRNESS HEARING

The Court has preliminarily approved the Settlement Agreement, and has scheduled a hearing for Wednesday, November 1, 2017 at 10:00 a.m. at the United States Courthouse, 700 Stewart Street, Courtroom 16106, Seattle, WA 98101, to decide whether the proposed settlement is fair, reasonable, and adequate, and should be finally approved. Although you are not required to attend, as a Settlement Class Member, you have the right to attend and be heard at this hearing, as specified in the next section below. At the hearing, the Court will consider any objections to the settlement. Judge Rothstein will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement. The Court will also consider the agreed upon amount to award Class Counsel as reasonable attorneys' fees, costs and litigation expenses. We do not know how long this decision will take.

This hearing date is subject to change without further notice. If you wish to be informed of any changes to the schedule, please notify Class Counsel at the addresses listed in the next section below. You may also check www.creeclaw.org/Seattlecurbrampsettlement or the public court records on file in this action at <https://www.pacer.gov/> for any updates.

OBJECTIONS TO THE SETTLEMENT

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

If you submit an objection, it should include the following information: (a) your name, address, and, if available, your telephone number and e-mail address; (b) if you are being represented by counsel, the name, address, telephone number and e-mail address of your attorney; (c) a statement of your objections; and (d) a statement of whether you are a member of the Settlement Class.

Please note that the Court can only approve or deny the settlement. The Court cannot change the settlement's terms.

All objections must be submitted or postmarked on or before Wednesday, September 20, 2017.

All email objections must be sent to the following email address: **curbramps@creeclaw.org**

All oral objections must be made by leaving a message at the following toll-free number: 1-888-461-9191. For TTY, please call 711 and ask for Emily Cooper at Disability Rights Washington.

All regular mail objections must be sent to the following address:

Timothy P. Fox
Civil Rights Education and
Enforcement Center
104 Broadway, Suite 400
Denver, CO 80203

You may, but are not required to, appear at the Final Approval Hearing scheduled Wednesday, November 1, 2017 at 10:00 a.m. in Courtroom 16106 of the United States District Court for the Western District of Washington, 700 Stewart Street, , Seattle, WA 98101 to have your objection heard by the Court.

Any Class Member who does not object at or before the Final Approval Hearing will be deemed to have approved the Settlement and to have waived such objections and shall not be able to make any objections (by appeal or otherwise) to the Settlement.

**IF YOU DO NOT OPPOSE THIS SETTLEMENT, YOU NEED NOT
APPEAR OR FILE ANYTHING IN WRITING.**

BINDING EFFECT

The proposed Settlement Agreement, if given final approval by the Court, will bind all members of the Settlement Class. This will bar any person who is a member of the Settlement Class from prosecuting or maintaining any claim or action released under the terms of the Settlement Agreement.

FURTHER INFORMATION

The terms of the settlement are only summarized in this notice. For the precise and full terms and conditions of the settlement, please see the Settlement Agreement available at www.creeclaw.org/Seattlecubrampsettlement or by accessing the Court docket on this case through the Court's Public Access to Electronic Records (PACER) system at <https://www.pacer.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for the Western District of Washington, 700 Stewart Street, Suite 2310, Seattle, WA 98101, between 9:00 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

You can also obtain more detailed information about the settlement or a copy of the Settlement Agreement from Class Counsel at any of the following addresses:

Linda M. Dardarian
Goldstein, Borgen, Dardarian & Ho
300 Lakeside Drive, Suite 1000
Oakland, CA 94612
(510) 763-9800
www.gbdhlegal.com

Timothy P. Fox
Civil Rights Education and Enforcement Center
104 Broadway, Suite 400
Denver, CO 80203
(303) 757-7901
www.creeclaw.org

Emily Cooper
Disability Rights Washington
315 5th Avenue South, Suite 850
Seattle, WA 98104
(206) 324-1521
www.disabilityrightswa.org

Class Members may also contact Class Counsel at the following toll-free number, 1-888-461-9191 to obtain further information about the settlement or settlement documents. For TTY, please call 711 and ask for Emily Cooper at Disability Rights Washington.

Please do not direct questions to the District Court.

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