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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

MICHAEL CURRAN, NICOLE BROWN-
BOOKER, on behalf of themselves and all others
similarly situated,

Plaintiffs,

vs.

CITY OF OAKLAND,

Defendant.

Case No.: 3:23-cv-02354-RS

CLASS ACTION

CONSENT DECREE

1 This Class Action Consent Decree (“Consent Decree”) is made and entered into by and
 2 between: (i) the City of Oakland, California (the “City”), and (ii) Plaintiffs Michael Curran and Nicole
 3 Brown-Booker (“Plaintiffs”), on behalf of themselves and the proposed Settlement Class. The City
 4 and Plaintiffs shall be referred to in this Consent Decree collectively as the “Parties.”

5 RECITALS

6 WHEREAS, Plaintiff Curran is a resident of the City of Oakland and a person with a Mobility
 7 Disability who uses a wheelchair for mobility. He is an individual with a disability within the meaning
 8 of Section 3(2) of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101, 12102(2)
 9 (“ADA”), Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 705(20), 794(a) (“Section
 10 504”), and California Government Code § 11135 and Cal. Code Regs. tit. 2, § 11187(a) (“Section
 11 11135”).

12 WHEREAS, Plaintiff Brown-Booker is a resident of the City of Oakland and a person with a
 13 Mobility Disability who uses a wheelchair for mobility. She is an individual with a disability within
 14 the meaning of Section 3(2) of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101,
 15 12102(2) (“ADA”), Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 705(20), 794(a)
 16 (“Section 504”), and California Government Code § 11135 and Cal. Code Regs. tit. 2, § 11187(a)
 17 (“Section 11135”).

18 WHEREAS, on June 7, 2019, Plaintiffs sent the City a letter asserting that Plaintiffs and
 19 similarly situated people with mobility disabilities have been denied access to the City’s pedestrian
 20 right of way because of a lack of accessible sidewalks, curb ramps, and crosswalks throughout the City
 21 (“the Dispute”). Plaintiffs offered to engage in settlement negotiations, in lieu of litigation, to resolve
 22 the Dispute, to which the City agreed. The Parties also agreed to conduct informal discovery as part of
 23 this process. During the ensuing period and pursuant to Plaintiffs’ requests, the City provided
 24 Plaintiffs with 120,000 pages of documents, including access surveys, transition plan documents,
 25 memoranda and reports from City officials, paving databases, design documents, and other pertinent
 26 documents regarding the accessibility of the City’s sidewalks and curb ramps. The Parties, however,
 27 did not settle the Dispute.

1 WHEREAS, on May 15, 2023, Plaintiffs filed a class action complaint in the United States
2 District Court, Northern District of California, alleging that the City's failure to construct, alter, and
3 maintain sidewalks, curb ramps and crosswalks throughout the City's pedestrian right of way that are
4 accessible to people with mobility disabilities violated the ADA, Section 504, and Section 11135. The
5 City answered Plaintiffs' Complaint on June 20, 2023.

6 WHEREAS, since that time the Parties have engaged in good faith negotiations and shared
7 further relevant information regarding the Dispute, including information from additional inspections
8 of the City's sidewalks and curb ramps. The Parties have also conducted a thorough examination and
9 investigation of the facts and law relating to the matters set forth in this Consent Decree and have
10 engaged in extensive arms-length negotiations with the assistance of retired Magistrate Judge Edward
11 A. Infante.

12 WHEREAS, based upon extensive analysis of the facts and the applicable law and taking into
13 account the risks and uncertainties associated with litigation and the delays that may result from trial
14 and appeals, as well as the fair, cost-effective and assured method of resolving the potential claims of
15 the Settlement Class represented by this Consent Decree, Class Counsel have concluded that this
16 Consent Decree provides substantial benefit to the Settlement Class and is fair, reasonable, and
17 adequate and in the best interest of the Plaintiffs and the Settlement Class.

18 WHEREAS, the City has similarly concluded that this Consent Decree is desirable to avoid the
19 time, risk, and expense of defending protracted litigation, to demonstrate its commitment to promoting
20 and enhancing the rights of those with disabilities, to ensure compliance with laws protecting the rights
21 of individuals with Mobility Disabilities, and to resolve potential claims of the Plaintiffs and the
22 Settlement Class.

23 WHEREAS, this Consent Decree will be submitted to the United States District Court for the
24 Northern District of California for preliminary and final approval under Rule 23 of the Federal Rules
25 of Civil Procedure, as described below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which the Parties acknowledge, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED and DECREED as follows:

1. Recitals

The recitals set forth above are incorporated by reference and made a part of this Agreement.

2. No Admission of Liability or Wrongdoing

The City denies Plaintiffs' claims, and does not admit any liability, to Plaintiffs or the Settlement Class. By entering into this Agreement, the City does not admit or concede that any Pedestrian Facility is inaccessible, or that the City has violated the ADA, Section 504, or California Government Code section 11135, or that absent the City's agreement thereto, Plaintiffs are entitled to the relief provided for in this Decree.

3. Jurisdiction

3.1. The U.S. District Court for the Northern District of California has personal jurisdiction over the Plaintiffs and Settlement Class and subject matter jurisdiction over their claims in this action pursuant to 42 U.S.C. Sections 12101, *et seq.* (1990) and 42 U.S.C. Sections 1331 and 1343.

3.2. The Court shall retain jurisdiction over this Consent Decree throughout its Term, for the purposes of resolving disputes arising under this Decree, entering orders modifying this Decree if necessary, and effectuating or enforcing compliance with the terms of this Decree.

4. Definitions

For purposes of this Consent Decree, the following terms have the following definitions:

4.1. "2013 DOJ/DOT Alteration Guidance" means the 2013 Department of Justice/Department of Transportation Joint Technical Assistance on the Title II of the Americans with Disabilities Act Requirements to Provide Curb Ramps when Streets, Roads, or Highways are Altered through Resurfacing, found at <https://www.ada.gov/doj-fhwa-ta.htm>; <https://www.ada.gov/doj-fhwa-ta-supplement-2015.html>; and <https://www.ada.gov/doj-fhwa-ta-glossary.htm>., and the Briefing Memo relating thereto, which are attached hereto as Exhibit A.

1 4.2. “Access” or “Accessible,” unless otherwise indicated, means conditions that comply
2 with the standards set forth in the 2010 Americans with Disabilities Act Standards for Accessible
3 Design, codified at 28 C.F.R. § 35.151 and 36 C.F.R. part 1191, and Appendices B and D (hereafter
4 “2010 ADA Standards”) and/or Title 24 of the 2022 California Building Code (hereafter “the CBC”).
5 Access work performed pursuant to this Consent Decree shall be performed in compliance with the
6 2010 ADA Standards or the CBC, whichever provides greater protection or access to individuals with
7 Mobility Disabilities. If during the term of this Consent Decree any new federal or California
8 disability access design standards applicable to Pedestrian Facilities become effective and provide
9 greater protection or access to individuals with Mobility Disabilities, those standards shall at that time
10 become the standards for accessibility work yet to be performed under this Consent Decree.

11 4.3. “Accessible Curb Ramp” means any Curb Ramp Installed or Remediated by the City
12 pursuant to this Consent Decree that complies with the 2010 ADA Standards and the CBC.

13 4.4. “Americans with Disabilities Act” or “ADA” means the Americans with Disabilities
14 Act of 1990, 42 U.S.C. § 12101, *et seq.*

15 4.5. “Altered” or “Alteration”:

16 4.5.1. When used in reference to work performed as part of street, roadway, or
17 highway resurfacing, means those alterations identified in the 2013 DOJ/DOT Alteration Guidance,
18 and the Briefing Memo related thereto, which are attached hereto as Exhibit A.

19 4.5.2. When used in reference to work performed on an Existing Pedestrian Walkway
20 or Existing Curb Ramp, means any intentional change to the Pedestrian Walkway or Curb Ramp that
21 affects or could affect its usability, as defined further in 28 C.F.R. § 35.151(b)(1).

22 4.6. “Blended Transitions” mean raised pedestrian crossings, depressed corners, or similar
23 connections that have a grade of five percent (5%) or less between a circulation path at the level of the
24 sidewalk or walk and the level of a vehicular way.

25 4.7. “Class Counsel” or “Plaintiffs’ Counsel” means collectively Disability Rights
26 Advocates, and the law firms Dardarian Ho Kan & Lee; Peiffer, Wolf, Carr, Kane, Conway & Wise
27 LLP; and Schneider Wallace Cottrell Kim LLP.

1 4.8. “Compliant,” in reference to any Curb Ramp or Pedestrian Walkway designed, built or
2 Altered between March 15, 2012 and the Effective Date, means built in compliance with the 2010
3 ADA Standards. For a Curb Ramp or Pedestrian Walkway built or Altered prior to March 15, 2012,
4 “Compliant” means compliant with either the 2010 ADA Standards or the 1991 Americans with
5 Disabilities Act Standards for Accessible Design (“ADAAG”), codified at 28 C.F.R., Part 36,
6 including Appendix A in effect at the time of the construction or Alteration, or the CBC, whichever
7 provides greater to the rights of or Access to persons with Mobility Disabilities.

8 4.9. “Curb Ramp” shall have the same meaning found in 36 C.F.R. part 1191, Appendix A,
9 § 106.5, *i.e.*, “a short ramp cutting through a curb or built up to it.”

10 4.10. “Curb Ramp Location” means a corner of a Pedestrian Walkway at a street crossing,
11 including both end and mid-block crossings, as well as roadway medians within pedestrian crossings
12 that need Curb Ramps or level cut-throughs in order to make the crossing Accessible.

13 4.11. “Damage” in reference to sidewalks means faulting (*i.e.*, a difference in elevation across
14 adjacent concrete segments or across cracks that have divided the slab), vaulting (*i.e.*, a difference in
15 elevation between the curb and the adjacent sidewalk, commonly involving two sidewalk segments
16 raised to a high point), patching (*e.g.*, an area where the original sidewalk has been removed and
17 replaced with new material, or overlaid with a new material, resulting in a lack of continuity),
18 cracking, holes (gaps in the sidewalk), and spalling (*i.e.*, a breakdown of the concrete in the sidewalk).

19 4.12. “Effective Date” means the date upon which the Consent Decree becomes a final
20 judgment of the District Court presiding over this Action. In the event that any non-frivolous objection
21 to the Consent Decree is filed, the Consent Decree becomes effective when the time to appeal the final
22 approval order expires without the filing of an appeal; or, if an appeal is filed, when the appeal is
23 finally adjudicated or resolved in favor of affirming the approval of the Consent Decree.

24 4.13. “Existing Curb Ramp,” or “Existing Pedestrian Walkway,” for purposes of this Consent
25 Decree, means any Curb Ramp or Pedestrian Walkway constructed prior to the Effective Date of this
26 Consent Decree.

27 4.14. “High Priority Barrier” with respect to Curb Ramps means, *inter alia*, Curb Ramp
28 Locations that have no Curb Ramp, Curb Ramps with less than 32 inches of clear width, running

1 slopes exceeding 10%, cross slopes exceeding 4%, side flare slopes exceeding 5%, vertical edges and
2 transitions higher than 1-inch, counter slopes exceeding 10%, side flare slopes exceeding 12.5% where
3 top landings are not provided, and landings that overlap with vehicular traffic lanes. High Priority
4 Barriers with respect to Pedestrian Walkways means, *inter alia*, cross-slopes exceeding 4%; broken
5 and/or uneven surfaces that result in gaps or uplift deeper, wider, and/or higher than 1-inch, or that
6 narrow the passable usable surface to less than 3-feet in width; and protruding and overhanging objects
7 and/or Obstructions that narrow the Pedestrian Walkway to less than 3 feet of Accessible width
8 exclusive of the width of the curb.

9 4.15. “Install” or “Installation” when referencing a Curb Ramp means the construction of a
10 new Accessible Curb Ramp within City’s pedestrian right-of-way at a location where there was no
11 Curb Ramp.

12 4.16. “Mobility Disability” or “Mobility Disabilities” means any impairment or medical
13 condition that limits a person’s ability to walk, ambulate, maneuver around objects, or to ascend or
14 descend steps or slopes. A person with a Mobility Disability may or may not use a wheelchair,
15 scooter, electric personal assisted mobility device, crutches, walker, cane, brace, orthopedic device, or
16 similar equipment or device to assist their navigation along sidewalks, or may be semi-ambulatory.

17 4.17. “New Construction and Alterations” means all work required to be performed, pursuant
18 to 28 C.F.R. § 35.151, in connection with newly constructed or Altered intersections, streets, roads,
19 highways, and Pedestrian Facilities in the City during the Term of the Consent Decree.

20 4.18. “Obstruction” means any fixed or moveable object or vegetation that narrows a
21 Pedestrian Walkway in such a way that it is not Accessible.

22 4.19. “Pedestrian Facility” or “Pedestrian Facilities” means any street crossing, sidewalk,
23 crosswalk, curb, Curb Ramp, walkway, pedestrian right of way, pedestrian undercrossing, pedestrian
24 overcrossing, or other Pedestrian Walkway of any kind that is, in whole or in part, owned, controlled
25 or maintained by or otherwise within the responsibility of the City of Oakland or over which the City
26 has authority.

27 4.20. “Pedestrian Walkway” means a sidewalk or crosswalk provided for pedestrian travel in
28 the public right of way.

1 4.21. “Planar Surface” means a surface that does not have a greater than ¼ inch gap below a
2 4- foot level laid flat on the surface.

3 4.22. “Program Access” means the obligation of the City of Oakland under Title II of the
4 ADA and its implementing regulations, 28 C.F.R. § 35.150, Section 504 of the Rehabilitation Act of
5 1973, 29 U.S.C. § 794, its implementing regulations, 45 C.F.R. § 84.22(a), 28 C.F.R. § 41.57,
6 California Government Code § 11135, and its implementing regulations, Cal. Code Regs. tit. 2,
7 § 11195, to operate each service, program, or activity in such a manner that the service, program, or
8 activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

9 4.23. “Remediate” or “Remediation” means the correction of an Existing non-Compliant
10 Curb Ramp or associated Curb Ramp landings to create an Accessible Curb Ramp, or the correction of
11 an Existing non-Complaint Pedestrian Walkway to create an Accessible Pedestrian Walkway, subject
12 to Technical Infeasibility.

13 4.24. “Settlement Class” means the class of individuals ultimately defined and certified by the
14 Court in this matter, which shall consist of all persons (including residents of and/or visitors to the City
15 of Oakland) with any Mobility Disability, who, at any time prior to court judgment granting final
16 approval to this Consent Decree or during the Term of the Consent Decree have been denied full and
17 equal access to the City’s pedestrian right of way due to the lack of a Curb Ramp or a Curb Ramp or
18 Pedestrian Walkway that was damaged, in need of repair, not Accessible, or otherwise in a condition
19 not suitable or sufficient for use.

20 4.25. “Section 504” means Section 504 of the Rehabilitation Act of 1973, codified at 29
21 U.S.C. § 794 *et seq.*

22 4.26. “Section 11135” means California Government Code § 11135.

23 4.27. “Structural Impracticability” means, as defined in 28 C.F.R. § 35.151, the rare
24 circumstances when the unique characteristics of terrain prevent incorporation of Accessible Curb
25 Ramps or Pedestrian Walkways into construction of new Pedestrian Facilities.

26 4.28. “Technical Infeasibility” or “Technically Infeasible” means, as set forth in the
27 Department of Justice Title II Technical Assistance Manual, § II-6.3100(4), the rare instances when an
28

1 Accessible Curb Ramp or Pedestrian Walkway cannot be constructed during Alterations to Existing
2 Pedestrian Facilities because of physical or site constraints.

3 4.29. “WCAG 2.1 Level AA” means version 2.1 Level AA of the Web Content Accessibility
4 Guidelines published by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium
5 (W3C), available at www.w3C.org/TR/WCAG21/.

6 **5. Term of Consent Decree**

7 The Consent Decree shall become effective on the Effective Date and shall remain in effect
8 until the earlier of: (1) the end of the 2050 calendar year, or (2) the completion of the City’s
9 Installation and Remediation of Accessible Curb Ramps and Remediation of Pedestrian Walkways
10 required under this Consent Decree. If Class Counsel dispute that the Installation or Remediation of
11 Accessible Curb Ramps or Remediation of Pedestrian Walkways required under this Consent Decree
12 has been completed, this Consent Decree shall remain in effect pending the conclusion of any dispute
13 resolution proceedings or action to enforce the Consent Decree. The foregoing time period is
14 referenced herein as the “Term of the Consent Decree.”

15 **6. Curb Ramp Installation and Remediation**

16 6.1. In 2021-22, the City commissioned a survey that determined that the City has 20,131
17 Curb Ramp Locations (the “Curb Ramp Survey”). The Curb Ramp Survey measured those Locations’
18 compliance with an accessibility standard adopted by the California Department of Transportation
19 (“Caltrans”), which Plaintiffs confirmed is consistent with the definition of Accessible in this Decree.
20 The Curb Ramp Survey found approximately 7,393 Curb Ramp Locations were compliant with the
21 Caltrans standard, meaning that they meet the definition of Compliant herein. The Curb Ramp Survey
22 found that the remaining 12,738 Curb Ramp Locations either had no Curb Ramp or had a Curb Ramp
23 that was not compliant with that standard. Some of the surveyed Locations that were identified as
24 having no Curb Ramp are on streets without Pedestrian Walkways such that no Curb Ramp is required.
25 By no later than the end of 2050, and in accordance with the following schedule, the City shall ensure
26 that each of the 12,738 Curb Ramp Locations is either made Accessible or will document that the
27 location is adjacent to a street with no Pedestrian Walkway or is not a street crossing for pedestrian use
28 (“Curb Ramp Annual Commitment”):

6.1.1. Approximately eighty-five to ninety percent (85-90 %) of the 12,738 Curb Ramp Locations referenced in Section 6.1, above, or 10,833 to 11,468 Curb Ramp Locations, can be made Accessible through the Installation or Remediation of the Curb Ramp Location using one of the City's standard Curb Ramp design plans. During each fiscal year commencing on the Effective Date, the City will Remediate the following number of those Curb Ramp Locations so that all of the Curb Ramps at these Curb Ramp Locations will be Accessible by no later than the end of fiscal year 2040:

FISCAL YEAR	CURB RAMP ANNUAL COMMITMENT
July 1, 2025 to June 30, 2026	500 Curb Ramp Locations
July 1, 2026 to June 30, 2027	500 Curb Ramp Locations
July 1, 2027 to June 30, 2028	750 Curb Ramp Locations
July 1, 2028 to June 30, 2029	750 Curb Ramp Locations
Each fiscal year from July 1, 2029 through June 30, 2040	925 Curb Ramp Locations per fiscal year

Approximately ten to fifteen (10-15 %) of the 12,738 Curb Ramp Locations referenced in Section 6.1, above, or 1,270 to 1,905 Curb Ramp Locations, can only be made Accessible through the Installation or Remediation of Curb Ramps using a non-standard, engineered Curb Ramp design. The City will Install or Remediate Curb Ramps at those Curb Ramp Locations by no later than the end of the fiscal year 2050, as follows: a) the City may include these Curb Ramp Locations in its Annual Commitment set forth in Section 6.1.1, or b) to the extent any of the Curb Ramps at these Curb Ramp Locations remain to be Installed or Remediated after the end of fiscal year 2040, the City will Install or Remediate Curb Ramps at a minimum of ten percent (10%) of that remaining number of Locations per fiscal year until all of the Curb Ramp at these Locations are made Accessible. For example, if 500 Curb Ramp Locations needing engineered Curb Ramp design remain to be Installed or Remediated by June 30, 2040, the City will Install or Remediate Curb Ramps at a minimum of 50 of those Curb Ramp Locations per fiscal year until all such Curb Ramp Locations are made Accessible.

6.2. If in any fiscal year the City is unable to meet the annual Accessible Curb Ramp minimums set forth in Sections 6.1.1 and 6.1.2, above, due to a recession or elimination of a significant

1 funding source for Installing or Remediating Curb Ramps, inability to engage needed contractors,
 2 demonstrated shortage of required construction materials, or demonstrated shortage of essential City
 3 staff that prevents it from meeting the Curb Ramp Annual Commitment, the City shall provide Class
 4 Counsel with notice of such deficiency, and the Parties shall meet and confer about an alternative
 5 Accessible Curb Ramp minimum for the period that will be affected by the deficiency, as set forth in
 6 the Dispute Resolution provision of Section 19, below. If the Parties cannot resolve the matter through
 7 the meet and confer process, they shall submit the matter to the Court as set forth in Section 19.2,
 8 below. The City shall remain compliant with the Consent Decree despite its inability to meet the
 9 annual Accessible Curb Ramp Minimum for that year if the City either: a) agrees to an additional
 10 appropriation over the next two fiscal years to make up for the deficiency or, b) has Installed or
 11 Remediated a sufficient number of Accessible Curb Ramps in prior years of the Term of the Consent
 12 Decree that makes up for the deficiency.

13 6.3. If in any fiscal year more Accessible Curb Ramps are Installed or Remediated than the
 14 Curb Ramp Annual Commitment, the City may bank those Curb Ramps (“Curb Ramp Credit Bank”).
 15 To the extent there are Curb Ramps in the Credit Bank, the City may, in its discretion, apply the Credit
 16 Bank to satisfy the Annual Commitment in any fiscal year in which fewer than the Curb Ramp Annual
 17 Commitment of Accessible Curb Ramps are Installed or Remediated. Notwithstanding the foregoing,
 18 however, the City must also Install or Remediate a minimum of 250 Curb Ramp Locations per fiscal
 19 year between the Effective Date and June 30, 2040, and a minimum of 25 Curb Ramp Locations
 20 between July 1, 2040 and June 30, 2050, regardless of the number of Curb Ramps in the Curb Ramp
 21 Credit Bank.

22 **7. Pedestrian Walkway Remediation:** The City will take the following measures to ensure that
 23 substantially all sidewalks are Accessible by the end of the Term of the Consent Decree:

24 **7.1. Remediation of Existing Sidewalks**

25 7.1.1. In 2021-22, the City commissioned a survey that determined that there are
 26 approximately 78,531 locations (affecting approximately 2,075,000 square feet) of Damage to Existing
 27 sidewalks within the City (the “Sidewalk Survey”). During each fiscal year of the Term of this
 28 Decree, the City shall ensure the repair of a minimum of 85,000 square feet of Damage to Existing

1 sidewalks so that all of the Damage reported in the Sidewalk Survey will be verified as having been
2 Remediated or made Accessible by no later than the end of fiscal year 2050 (“Sidewalk Annual
3 Commitment”). To the extent that the City demonstrates to Class Counsel through an Access
4 Inspection that any portion of the Existing sidewalks reported in the Sidewalk Survey are already
5 Accessible and do not need to be repaired, that portion may be credited toward the Sidewalk Annual
6 Commitment in any fiscal year or removed from the Sidewalk Survey, in the City’s discretion.

7 7.1.2. In the process of making the repairs described in Section 7.1.1, above, the City
8 will ensure the Remediation of all of the following, as applicable: 1) gaps deeper and/or wider than 1/2
9 inch; (2) vertical or horizontal displacement or upheaval of the sidewalk surface resulting in changes in
10 level greater than ¼ inch; (3) any portion of a sidewalk that has a cross-slope that exceeds 2% such that
11 the cross-slope is more severe than the remainder of the relevant block or segment of sidewalk; and (4)
12 any Obstruction that narrows the sidewalk in such a way that it is not Accessible, subject to Technical
13 Infeasibility. In connection with its ongoing inspections concurrent with sidewalk remediation projects
14 described in Section 7.2, the City will inspect for all of these conditions.

15 7.1.3. If in any fiscal year the City is unable to meet the obligations set forth in
16 Sections 7.1.1 and 7.1.2, above, due to a recession or elimination of a significant funding source for
17 Remediating Existing sidewalks, inability to engage needed contractors, demonstrated shortage of
18 required construction materials, or demonstrated shortage of essential City staff, the City shall provide
19 Class Counsel with notice of such deficiency, and the Parties shall meet and confer about an alternative
20 sidewalk minimum for the period that will be affected by the deficiency, as set forth in the Dispute
21 Resolution provision of Section 19, below. If the Parties cannot resolve the matter through the meet
22 and confer process, they shall submit the matter to the Court as set forth in Section 19.2, below. The
23 City shall remain compliant with the Consent Decree despite its inability to meet the annual sidewalk
24 minimum for that year if the City either: a) agrees to an additional appropriation over the next two
25 fiscal years to make up for the deficiency or, b) has Remediated a sufficient number of locations of
26 damage to Existing sidewalks in prior years of the Term of the Consent Decree that makes up for the
27 deficiency.

7.1.4. If in any fiscal year more locations of Damage to Existing sidewalks are Remediated than the Sidewalk Annual Commitment, the City may bank those locations, which, in the City's discretion, may be credited to any fiscal year in which fewer square feet of sidewalks than the Sidewalk Annual Commitment are Installed or Remediated ("Sidewalk Credit Bank"). To the extent there are square feet of Accessible sidewalks in the Sidewalk Credit Bank, the City may, in its discretion, apply the Credit Bank to satisfy the Sidewalk Annual Commitment in any fiscal year in which the City Installs or Remediates less than the Sidewalk Annual Commitment. Notwithstanding the foregoing, however, the City must also Install or Remediate a minimum of 30,000 square feet of Accessible sidewalks in each fiscal year, regardless of the number of Accessible square feet of sidewalks in the Sidewalk Credit Bank.

7.2. **Additional Measures:** In addition to the Remediation of Existing Pedestrian Walkways that will be accomplished through the City's fulfillment of the obligations set forth in Section 7.1 above, throughout the Term of this Consent Decree, the City shall continue to take the following actions: 1) in sidewalk remediation projects, which the City conducts on an ongoing basis, the City will inspect for conditions listed in Section 7.1.2 and ensure Remediation of all sidewalk Damage and High Priority Barriers in the project area, including conditions not previously surveyed; 2) maintain the City's "Buy-Sell-Repair" program that requires property owners to ensure adjacent sidewalks are Remediated when the property transfers title or certain renovations are performed; 3) continue to coordinate and ensure removal of Obstructions in Pedestrian Facilities when New Construction and Alterations are performed by the City, its contractors, and any other entity acting on the City's behalf or with its authorization; 4) continue to ensure that scooters and other motorized vehicles that obstruct Pedestrian Walkways are promptly relocated upon notice to the City; and 5) continue to notify all real property owners in the City of Oakland about their obligation to Remediate the Pedestrian Walkways adjacent to their properties.

7.3. **Remediation of Existing Crosswalks**

7.3.1. Throughout the Term of the Consent Decree, whenever a crosswalk within a street, roadway, or highway within the City limits is Altered, the City will ensure that Curb Ramps or Blended Transitions shall be provided on both ends of the crosswalk where the Pedestrian Walkway (or

sidewalk) crosses the curb, Curb Ramps or level cut-throughs will be provided at roadway medians within the Pedestrian Walkway, and the crosswalk is Accessible.

7.3.2. The obligations of this Section apply even when the crosswalk Alteration does not span the full width, length or intersection of the relevant street, roadway, or highway.

8. New Construction and Alteration Obligations

8.1. **Obligation When Newly Constructing or Altering Roadways:** Throughout the Term of the Consent Decree, whenever the City, the City's contractors, utilities, or another entity acting under a City-issued permit or under the City's authority, constructs or performs an Alteration to a street, road, or highway within City right-of-way, the City will Install or Remediate, or require the Installation or Remediation of, Accessible Curb Ramps where a Pedestrian Walkway adjacent to the constructed or altered street, road or highway crosses a curb and no Accessible Curb Ramp currently exists. The City's Installation or Remediation of Accessible Curb Ramps pursuant to its Alteration of streets, roads, or highways, shall count towards the City's Curb Ramp Annual Commitment. Such work performed as part of New Construction shall count towards the City's Curb Ramp Annual Commitment only if the affected Curb Ramp Location was identified as missing or non-compliant in the Curb Ramp Survey.

8.2. **Obligation When Newly Constructing or Altering Pedestrian Walkways:** Throughout the Term of the Consent Decree, whenever the City, the City's contractors, or another party acting under a City-issued permit or otherwise under the City's authority Newly Constructs a Pedestrian Walkway or Alters an Existing Pedestrian Walkway, the City will ensure that the new or Altered Walkway is Accessible. In addition, the City will Install or Remediate, or ensure the Installation or Remediation of, Accessible Curb Ramps if and where the Altered or Newly Constructed portion of the Pedestrian Walkway crosses a curb or is adjacent to a corner where pedestrians are permitted to cross the street. The City's Installation or Remediation of Accessible Curb Ramps pursuant to Alteration of Pedestrian Walkways shall count towards the City's Curb Ramp Annual Commitment, but such work performed as part of New Construction shall count towards the City's Curb Ramp Annual Commitment only if it was identified as missing or non-compliant in the Curb Ramp Survey. Similarly, the City's Remediation of Pedestrian Walkways as part of Alterations shall

1 count toward the City's Sidewalk Annual Commitment, but sidewalk Damage that is Remediated as
2 part of New Construction of Pedestrian Walkways will count toward the City's Annual Commitment
3 only if the Damage was identified in the Sidewalk Survey.

4 **8.3. Obligation When Newly Constructing or Altering Curb Ramps:** Throughout the
5 Term of the Consent Decree, whenever the City, the City's contractors, utilities, or another entity
6 acting under a City-issued permit or otherwise under the City's authority Alters an Existing Curb
7 Ramp or Installs a new Curb Ramp, the City will ensure that the Curb Ramp is Accessible. The City's
8 Installation of Accessible Curb Ramps where Curb Ramps were missing, and the City's Remediation
9 of Existing Curb Ramps shall count towards the City's Curb Ramp Annual Commitment.

10 **8.4. Exceptions to New Construction and Alteration Obligations:** The City's obligation
11 to Install an Accessible Curb Ramp or Remediate an Existing Curb Ramp or Pedestrian Walkway shall
12 be subject to established exceptions for Structural Impracticability and Technical Infeasibility. As set
13 forth in the 2010 ADA Standards for Accessible Design and DOJ Technical Assistance Manual for
14 Title II of the ADA, II-6.3100(4) (9-12-06), where these exceptions apply, the City shall complete the
15 Accessibility improvements to the maximum extent feasible and consider the extent to which physical
16 or site constraints can be addressed through an alternative design that meets applicable federal and
17 state accessibility standards. The City will document findings of Structural Impracticability and
18 Technical Infeasibility and make this documentation available to Class Counsel.

19 **8.5.** Throughout the Term of the Consent Decree, the City shall ensure that all third-party
20 construction, alteration, and development projects within the City that include New Construction or
21 Alterations of Pedestrian Facilities and require City permits or approvals are performed in compliance
22 with the terms of this Section.

23 **9. Program Access Obligation**

24 In addition to the New Construction and Alteration obligations set forth in Section 8, above,
25 throughout the Term of the Consent Decree, the City will perform Program Access improvements to
26 bring its existing Pedestrian Facilities into compliance with the Program Access requirements of the
27 ADA and Section 504. The City's Remediation of Existing Curb Ramps and Existing Pedestrian
28 Walkways pursuant to this Program Access obligation shall count towards the City's Curb Ramp and

1 Sidewalk Annual Commitments if the affected Curb Ramp Location or Pedestrian Walkway was
2 identified as missing, non-compliant or damaged in the Curb Ramp Survey or Sidewalk Survey.

3 **10. Prioritization of Work Performed to Meet Curb Ramp and Sidewalk Annual**
4 **Commitments**

5 10.1 The selection, timing, and location of projects for Installation and Remediation of Curb
6 Ramps and Remediation of Pedestrian Walkways to fulfill the City's Curb Ramp Annual Commitment
7 and Sidewalk Annual Commitment ("Annual Commitment Work") shall be determined by the City in
8 its discretion, consistent with the priorities set forth in 28 C.F.R. § 35.150(d)(2) (ADA Title II
9 regulation giving priority to walkways serving government offices and facilities, transportation
10 corridors, places of public accommodation, and employers, followed by other areas), and the priorities
11 described in the City's Capital Improvement Program and the City's ADA Curb Ramp Transition Plan.
12 In accordance with the City's Capital Improvement Program, the City will further prioritize Annual
13 Commitment Work consistent with equity considerations to ensure that the Accessibility work to be
14 performed under this Consent Decree benefits the City's underserved populations that have
15 experienced historic or current disparities, including people of color, low-income households,
16 households with severe rent burden, people with limited English proficiency, and youth/seniors. When
17 prioritizing City government offices and facilities, the City will only give priority to such facilities that
18 are open to or used by the public.

19 **10.2 High Priority Barriers**

20 10.2.1 To the extent practicable, the City shall prioritize the Remediation of Curb
21 Ramp Locations that contain High Priority Barriers over those Curb Ramps that do not. Within those
22 Curb Ramp Locations that have High Priority Barriers, the City shall give highest priority to Installing
23 Curb Ramps and Curb Ramp Locations that have no Curb Ramp, then Remediating any Existing Curb
24 Ramps that have multiple High Priority Barriers, then Remediating Existing Curb Ramps with landings
25 that overlap with vehicular traffic lanes, and then the remainder.

26 10.2.2 Additionally to the extent practicable, the City shall prioritize the Remediation
27 of Pedestrian Walkways that contain High Priority Barriers over those that do not. Pedestrian
28

1 Walkways that have multiple High Priority Barriers will be given higher priority over those that do
2 not.

3 **11. Curb Ramp and Pedestrian Walkway Inspections**

4 Throughout the term of this Consent Decree, all Curb Ramps and Pedestrian Walkways
5 Installed or Remediated by the City, its contractors, or any other third parties acting under a permit
6 issued by the City or otherwise within the City's authority shall be Accessible Curb Ramps and
7 Accessible Pedestrian Walkways. The City shall ensure compliance as follows:

8 11.1. The City shall require that the design and construction of all Curb Ramps and
9 Pedestrian Walkways to be Installed or Remediated during the Term of this Consent Decree be subject
10 to the City's review and approval.

11 11.2. Within thirty (30) days of the City receiving notice of completed construction involving
12 the Installation or Remediation of Curb Ramps or Pedestrian Walkways, the City shall perform an
13 inspection to determine whether the recently Installed or Remediated Curb Ramp or Pedestrian
14 Walkway is Accessible ("Access Inspection"). For purposes of these Access Inspections, the City
15 shall use a two-foot-long electronic (digital) level with a minimum sensor accuracy of 0.1 degree
16 ("smart level"), calibrated in accordance with the manufacturer's recommendations, to measure slopes
17 four feet or shorter in length. A four-foot-long smart level may be used to measure slopes of a Planar
18 Surface greater than four feet in length, and slopes shall be measured at their steepest point. When
19 taking measurements, the City's inspectors shall make sure the measured surface is free of grit and
20 other substances before placing the smart level, and shall take and record three readings equally
21 dispersed across the surface to be measured. Those measurements shall not be averaged, and the
22 steepest measurement shall be recorded. The City's construction manager (or other City representative
23 with similar authority and responsibility) shall only give approval to verified Accessible Curb Ramps
24 and Accessible Pedestrian Walkways.

25 11.3. In the event that the City determines that any of the Curb Ramps or Pedestrian
26 Walkways evaluated as part of the Access Inspection and approval process are not Accessible, it shall
27 notify the entity that Installed or Remediated the Curb Ramp or Pedestrian Walkway and require it to
28 be made Accessible within thirty (30) days of the notification.

11.4. Any applicable Curb Ramp or Pedestrian Walkway Installed or Remediated pursuant to this Consent Decree that counts toward fulfillment of the City’s Curb Ramp or Sidewalk Annual Commitment shall do so only after it has passed the Access Inspection and approval process.

12. Curb Ramp and Pedestrian Walkway Access Request System

12.1. Throughout the Term of the Consent Decree, the City shall maintain a program (“Access Request System”) through which requests for the Installation and maintenance of Accessible Curb Ramps and Remediation of non-Compliant Curb Ramps and Pedestrian Walkways, including Pedestrian Walkways with narrow widths and excessive cross-slopes (“Access Requests”) may be submitted by or on behalf of people with Mobility Disabilities.

12.2. Through the Term of this Consent Decree, the City shall maintain a website (<https://www.oaklandca.gov/services/ada-request-curb-ramp-sidewalk>), or an equivalent manner of electronic communication to the general public, which describes the methods for making Access Requests and the process and timeline for fulfilling those Requests. The website shall describe the types of Access Requests that may be made, including but not limited to requests for the installation of Accessible Curb Ramps, Remediation of Existing non-Compliant Curb Ramps or associated Curb Ramp landings, correction of Existing Non-Compliant Pedestrian Walkways (including Remediation of Pedestrian Walkway Damage, Pedestrian Walkways with excessive cross slopes or narrow sidewalk widths, or other Access barriers), and Remediation of crosswalks. The webpage(s) describing the Access Request System shall, at a minimum, be available from an easily findable location on the City of Oakland’s website and shall comply with WCAG. The current webpage for submitting Access Requests is www.oaklandca.gov/services/ada-request-curb-ramp-sidewalk, which can currently be reached by activating the “services” button on the City of Oakland’s homepage.

12.3. The Access Request System shall allow Requests to be submitted through the web pages described in Section 12.2, above, as well as through electronic mail, or standard mail. The request form shall require the following information: (i) the requestor’s name, address and other contact information; (ii) a statement that the requestor is a person with a Mobility Disability or is making the request on behalf of a person with a Mobility Disability; (iii) the location of the requested Curb Ramp or Pedestrian Walkway to be Installed, Remediated or maintained; and (iv) the method

1 preferred by the requestor to receive the City's response to the Curb Ramp or Pedestrian Walkway
2 Access Request (*e.g.*, by telephone, by electronic mail or by standard mail).

3 12.4. By no later than the Effective Date, the City's 311-online request service, currently
4 located at www.oaklandca.gov/services/oak311, will add a link under "Urgent Infrastructure Issues" to
5 the Access Request System webpages described in Section 12.2, above. The City will ensure that
6 callers to the 311 call center are promptly directed to the Access Request System as appropriate.

7 12.5. The City shall document receipt of each Access Request, assign each request a specific
8 identification number (or other identifying information), and log the request into a software program or
9 other electronic database that records the requestor's name and contact information, the date of the
10 request, and the location of the requested Curb Ramp or Pedestrian Walkway Installation,
11 Remediation, or maintenance. Within ten (10) days of receipt, the City shall notify the requestor that
12 their request has been received and provide the requestor with the identification number or other
13 identifying information assigned to the request.

14 12.6. The City will investigate each Access Request within thirty (30) days of its submission.
15 Requests will be reviewed and investigated in the order received. Upon completion of the
16 investigation, the City shall provide the requestor with an estimated date by which the City expects the
17 Curb Ramp or Pedestrian Walkway to be Installed, Remediated, or maintained. If the City determines
18 that it is unable to fulfill the Access Request by the estimated date, it shall notify the requestor as soon
19 as practicable after such determination, but no later than the estimated date initially provided. The City
20 shall also provide the requestor a revised estimated date by which the City expects the Curb Ramp or
21 Pedestrian Walkway to be Installed, Remediated, or maintained.

22 12.7. The City shall Install or Remediate each requested Accessible Curb Ramp or Remediate
23 or maintain each requested Accessible Pedestrian Walkway within one-hundred eighty (180) days of
24 the submission of the request, except that Access Requests for which the improvements exceed
25 \$100,000 in estimated costs shall be completed within one year. Access Requests pertaining to Curb
26 Ramps or Pedestrian Walkways already scheduled to be addressed as part of a planned New
27 Construction or Alteration project within one calendar year of the request may be addressed through
28 the scheduled project. Access Requests shall be addressed in the order received, unless otherwise

1 previously scheduled as part of a planned New Construction or Alteration project to take place within
2 one calendar year of the Request, or unless, on a case-by-case basis, practical or logistical
3 considerations reasonably require that some requests be taken out of order. In such circumstances, the
4 City will document its decision and the reasons therefor, and, upon reasonable request, provide that
5 reasoning to Class Counsel and the individual who made the Access Request.

6 12.8. In any such circumstance where the Installation of a requested Accessible Curb Ramp
7 would be Structurally Impracticable, or Remediation of a requested Pedestrian Walkway or Curb
8 Ramp pursuant to the Access Request System would be Technically Infeasible, the subject Pedestrian
9 Walkway or Curb Ramp shall be made Accessible to the maximum extent feasible, and physical or site
10 constraints shall be addressed by alternative designs that meet applicable federal and state Access
11 standards. If the City determines that Installation of a requested Curb Ramp or Remediation of a Curb
12 Ramp or Pedestrian Walkway is Technically Infeasible or Structurally Impracticable, the City shall
13 notify the requestor that the facility shall be made Accessible to the maximum extent feasible. The
14 City will document findings of Technical Infeasibility and Structural Impracticability and make those
15 findings and the basis for them available to Class Counsel. Any disputes regarding whether the
16 Installation of a requested Accessible Curb Ramp is Technically Infeasible or Structurally
17 Impracticable shall be subject to Section 19, below.

18 **13. Maintenance**

19 13.1. Throughout the Term of Consent Decree, the City shall ensure the maintenance of all
20 Accessible Pedestrian Facilities over which it has responsibility, ownership, or control so that those
21 facilities are readily accessible to and usable by persons with Mobility Disabilities, except for isolated
22 or temporary interruptions in access due to maintenance or repairs. In circumstances where Accessible
23 Pedestrian Facilities are not available due to maintenance or repairs, the City shall provide an
24 alternative Accessible temporary route, as further set forth in Section 14, below.

25 13.2. Throughout the Term of the Consent Decree, the City will ensure removal of all barriers
26 in the City's pedestrian right of way not previously identified in the Curb Ramp Survey or Sidewalk
27 Survey that constitute High Priority Barriers to persons with Mobility Disabilities within one hundred
28 and eighty (180) days of the date on which the City becomes aware of such condition, unless it is

1 currently being addressed through a sidewalk remediation project (as described in Section 7.2) that
2 may take more than 180 days. All barriers in the City's pedestrian right of way not previously
3 identified in the Curb Ramp Survey or Sidewalk Survey, that do not constitute High Priority Barriers,
4 will be addressed through the additional measures described in Section 7.2, and through the City's
5 Annual Commitment Work pursuant to the prioritization criteria set forth in Section 10.1.

6 13.3. Within six (6) months of the Effective Date, the City shall develop a policy and
7 procedure and staff training materials for inspecting and maintaining Accessible Curb Ramps and
8 Pedestrian Walkways. The City will provide Class Counsel with drafts of the policy, procedure and
9 training materials for their review and comment. Class Counsel will provide the City with any written
10 comments on the draft materials within forty-five (45) days of receipt. The City will meet and confer
11 with Class Counsel about their comments on the draft materials and will give good faith consideration
12 to such comments. Throughout the Term of the Consent Decree, the City will either maintain or
13 update this policy and procedure and training material. To the extent the City updates or amends these
14 materials, it will provide a draft of the amended materials to Class Counsel, and Class Counsel will
15 provide the City with any written comments on the draft amended materials within forty-five (45) days
16 of receipt. The City will meet and confer with Class Counsel about their comments on the draft
17 amended materials and will give good faith consideration to such comments.

18 **14. Alternative Accessible Temporary Routes**

19 Throughout the Term of this Consent Decree, whenever the City, the City's contractors, or any
20 other party acting within the City's authority, on its behalf, or pursuant to a permit issued by the City
21 Newly Constructs or Alters Pedestrian Facilities, conducts Program Access improvements or adjacent
22 construction projects or repairs that obstruct the pedestrian right of way, or conducts maintenance of
23 Accessible Pedestrian Facilities, the City shall ensure that alternative Accessible temporary routes are
24 provided through and around such projects. The City shall ensure that any alternative Accessible
25 temporary route is only marginally longer than the permanent route and will ensure signage is provided
26 at the subject location that identifies the alternative Accessible temporary route.

27 **15. Staff Training on Policies and Procedures**

28 15.1. Throughout the Term of the Consent Decree, all City officials and employees who are

1 responsible for performing or inspecting City Pedestrian Facilities for Compliance shall receive written
2 training materials on the following topics:

3 15.1.1. A summary of the terms of this Decree;

4 15.1.2. The City's design standards for Accessible Pedestrian Facilities;

5 15.1.3. The purpose and importance of the City's design standards to the independence
6 of persons with Mobility Disabilities;

7 15.1.4. Procedures for ensuring that Newly Constructed and Altered Pedestrian
8 Facilities are Accessible, including training on when street resurfacing projects trigger the obligation to
9 Install or Remediate Curb Ramps;

10 15.1.5. The City's policies and procedures for prioritizing Curb Ramp and Sidewalk
11 Installation and Remediation as set forth in Section 10, above;

12 15.1.6. The City's policies and procedures for responding to and fulfilling Access
13 Requests as set forth in Section 12, above;

14 15.1.7. The City's policies and procedures for maintaining Accessible Pedestrian
15 Facilities and providing alternative Accessible temporary routes; and

16 15.1.8. The City's policies and procedures for identifying and removing High Priority
17 Barriers in the pedestrian right of way.

18 15.2. Throughout the Term of the Consent Decree, all City employees who are responsible
19 for inspecting Pedestrian Facilities for Compliance will receive written training materials on the City's
20 obligations under Section 11 of this Decree, in addition to the topics set forth in Section 15.1, above.

21 15.3. The training set forth in Sections 15.1 and 15.2, above will be provided to applicable
22 staff on initial hire and on an annual basis thereafter.

23 **16. Pedestrian Facilities Asset Management Database**

24 16.1. The City shall maintain a database of Pedestrian Facilities within the City that identifies
25 and tracks the conditions of aspects of the Pedestrian Facilities, including Curb Ramps and Pedestrian
26 Walkways ("Pedestrian Facilities Asset Management Database"). Throughout the term of this Consent
27 Decree, the City shall provide Class Counsel with requested information from the City's Asset
28 Management Database(s) or similar databases upon Plaintiffs' reasonable request, which may include a

sample or samples of the database(s) of information that is maintained by the City. The information should be provided in .csv format or in such other searchable/sortable electronic format as the Parties mutually agree upon.

16.2. The Pedestrian Facilities Asset Management Database shall include, at minimum, the following information:

16.2.1. For Curb Ramps:

- 16.2.1.1. Whether the ramp is a parallel ramp, a perpendicular ramp, a diagonal ramp, or a combination ramp;
- 16.2.1.2. The ramp position (*e.g.*, diagonal or unidirectional, and if unidirectional, which direction);
- 16.2.1.3. The maximum running slope of each run within the ramp; (%);
- 16.2.1.4. The maximum cross slope of each run within the ramp (%);
- 16.2.1.5. The width of each run within the ramp;
- 16.2.1.6. The maximum slope in any direction of the ramp's top landing;
- 16.2.1.7. Whether the length and width of the clear space within the four-foot square area at the ramp's top landing are compliant based on the 2010 ADA Standards for Accessible design, as well as the surface condition of that four-foot square area;
- 16.2.1.8. Whether the ramp has side flares, and if so, the slope of each (%);
- 16.2.1.9. The existence and condition of any detectible warnings;
- 16.2.1.10. The gutter slope at the bottom transition of the ramp;
- 16.2.1.11. The counter-slope of the four-foot square area extending into the street from the bottom transition of the ramp;
- 16.2.1.12. Turning space cross slope (%);
- 16.2.1.13. Turning space running slope (%);
- 16.2.1.14. Turning space length (in inches);
- 16.2.1.15. Turning space width (in inches);
- 16.2.1.16. The existence of any lip (*i.e.*, abrupt change of elevation) at the bottom landing of the Curb Ramp;

- 16.2.1.17. Upper and lower landing length and width (in inches);
- 16.2.1.18. Center/right ramp length (in inches);
- 16.2.1.19. Left ramp length (in inches);
- 16.2.1.20. Whether the four-foot lower landing of the Curb Ramp (*i.e.*, the four-foot square extending into the street from the bottom transition of the ramp) clear space is entirely within any striped crosswalk;
- 16.2.1.21. Center/right and left ramp roadway grade (%);
- 16.2.1.22. Clear space width;
- 16.2.1.23. Clear space length (in inches);
- 16.2.1.24. Clear space slope (%); and
- 16.2.1.25. The existence of any objects or barriers within the path of travel at the top landing, within the ramp, or at the bottom landing, including utility or signal poles, hydrants, storm drains, trees, electrical boxes, benches, trash receptacles, etc.).

16.2.2. For Raised Traffic Islands: The Pedestrian Facilities Asset Management Database shall identify, within the data for Curb Ramp Locations, the existence of raised traffic islands without a level cut-through or without Curb Ramps.

16.2.3. For Crosswalks: The presence and condition of the crosswalk(s) that are adjacent to Curb Ramps.

16.2.4. For Pedestrian Walkways:

- 16.2.4.1. The maximum cross-slope;
- 16.2.4.2. The minimum accessible width;
- 16.2.4.3. Broken and/or uneven pavement or concrete surfaces deeper and/or wider than 1-inch; and
- 16.2.4.4. Vertical or horizontal displacement or upheaval of the sidewalk or crosswalk surface greater than 1 inch (including sidewalk flags, curbs, and utility covers).

17. Reporting

17.1. Commencing nine (9) months after the Effective Date, on a semi-annual basis for the first two years after the Effective Date and on an annual basis thereafter throughout the Term of the

1 Consent Decree, the City will provide a Semi-Annual or Annual Report (“Report”), as applicable, to
2 Class Counsel regarding the City’s efforts to comply with the terms of the Consent Decree. The first
3 Report will summarize the City’s compliance efforts for the first six months of the Term of the Decree,
4 and each subsequent Report will cover the next semi-annual or annual period as applicable. The
5 Reports shall include the following information from the City’s asset management database and may
6 be provided in the form of an online dashboard or written summary, in the City’s discretion:

7 17.1.1. The number of Accessible Curb Ramps Installed and/or Remediated and square
8 footage of Damage to Existing Pedestrian Walkways Remediated during the reporting period; the
9 locations of those Curb Ramps and Pedestrian Walkways; identification of the project areas addressed
10 through the City’s sidewalk remediation projects during the reporting period and square footage of
11 Damage removed therefrom; and the number and locations of Accessible Curb Ramps Installed and/or
12 Remediated and the location of Pedestrian Walkways Remediated via the Access Request System.

13 17.1.2. Data reflecting inspections for all Curb Ramps and Pedestrian Walkways
14 Installed or Remediated as part of the City’s Annual Commitment during the reporting year, including
15 measurements of each feature listed in Section 16.2, above taken as part of the Access Inspection after
16 completion of Installation or Remediation of the Curb Ramps and Pedestrian Walkways as set forth in
17 Section 11.2, and sign-offs for each such Curb Ramp and Pedestrian Walkway.

18 17.1.3. For the first two years of the Consent Decree and once every five years
19 thereafter, documentation, including photographs, demonstrating for a sampling of Curb Ramps and
20 Pedestrian Walkways how measurements were taken in order to evaluate compliance with Access
21 standards.

22 17.1.4. Documentation demonstrating locations where Curb Ramps and Pedestrian
23 Walkways have been Installed or Remediated to the maximum extent feasible, or were not Installed
24 due to Technical Infeasibility or Structural Impracticability.

25 17.1.5. Documentation showing the number of Curb Ramps or Pedestrian Walkways
26 subject to a request under the Pedestrian Walkway and Curb Ramp Access Request System and
27 respective response timelines from notification of receipt through the time of Installation or
28 Remediation.

1 17.2. Within thirty (30) calendar days of the City's issuance of the Report to Class Counsel, if
2 so needed, Class Counsel may request to meet with the City via telephone or videoconference, or if
3 reasonable, in person, to discuss the City's efforts to implement this Consent Decree and attempt to
4 resolve any disputes. Class Counsel may request additional reasonable documentation underlying the
5 Annual Report, and the City will give good faith consideration to that request.

6 **18. Monitoring**

7 Throughout the Term of the Consent Decree, the City shall notify Plaintiffs and Class Counsel
8 about any changes to the City's standard drawings and/or designs regarding Accessible Curb Ramps
9 and Pedestrian Walkways, and shall provide Class Counsel with any such updated drawings and/or
10 designs. Upon reasonable notice, and without interfering with any ongoing work, Plaintiffs and Class
11 Counsel may also inspect work being done in the City's pedestrian rights of way to Install Accessible
12 Curb Ramps and Remediate non-Compliant Curb Ramps and Pedestrian Walkways in order to monitor
13 compliance with the Consent Decree. The City will also, as set forth in Section 16.1 above, provide
14 Class Counsel with requested information from the City's Pedestrian Facilities Asset Management
15 Database(s) for Class Counsel's review upon reasonable request.

16 **19. Dispute Resolution Procedures**

17 19.1. If any Party believes that a dispute exists relating to any violation of or failure to
18 perform any of the provisions of this Consent Decree, it shall notify the other Party in writing and
19 describe the alleged violation or failure to perform with particularity. The Party alleged to have
20 committed the violation or failure to perform shall provide a written response within ten (10) business
21 days of receipt of such notice, and shall have a period of thirty (30) days to cure the alleged violation
22 or failure to perform. In the event the alleged violation cannot reasonably be cured within thirty (30)
23 days, the Parties shall meet and confer to attempt to agree on an appropriate period of time required to
24 cure the alleged violation or failure to perform. If the Party alleging a violation or failure to perform
25 maintains that the violation or failure to perform has not been cured, the Parties shall meet and confer,
26 in person or by video-conference or telephone, and attempt to resolve the dispute on an informal basis.
27 The Parties shall exchange relevant documents and/or other information in an attempt to resolve the
28 issues in dispute.

1 19.2. If the Parties are unable to resolve a dispute regarding either Party's performance under
 2 the Consent Decree through the process described in Section 19.1 above, either Party may provide the
 3 other with written notice of its intent to enforce the Consent Decree. Thereafter, either Party may file a
 4 motion with the District Court to enforce the Consent Decree.

5 19.3. The terms of this Consent Decree shall be construed pursuant to the laws of the State of
 6 California with respect to principles of common law contract interpretation, and in accordance with the
 7 substantive law of ADA, Section 504, and Section 11135, as applicable.

8 **20. Force Majeure and Fiscal Emergency**

9 The obligations of the City with respect to Installing or Remediating Accessible Pedestrian
 10 Walkways and Curb Ramps may be postponed if the postponement is caused by or attributable to a
 11 force majeure—that is, due to acts of God, pandemic, war, government regulations (other than
 12 regulations by the City), terrorism, disaster (including power outages), strikes, civil disorder,
 13 government declared fiscal emergency, or an emergency beyond the City's control, that make it illegal
 14 or impossible or impracticable for the City to perform construction, Alteration, or repair work. Under
 15 this provision, the City's obligations may be tolled for the period of the force majeure's effect.

16 **21. City Compliance with Funding Source Requirements**

17 Nothing in this Consent Decree shall preclude the City from participating in and accepting
 18 funding from governmental programs or grants or other sources of funding that require the
 19 construction or Remediation of Curb Ramps or Pedestrian Walkways at specific locations within the
 20 City.

21 **22. Settlement Approval Process**

22 22.1. This Consent Decree will be subject to approval by the District Court. However,
 23 nothing in this Consent Decree will be deemed to authorize the District Court to change or modify any
 24 of its terms. Any change, modification or rejection of any of the provisions of this Consent Decree by
 25 the District Court or any other court will constitute a material modification of this Consent Decree, will
 26 prevent the Judgment from becoming final, and will give any Party the right to terminate this Consent
 27 Decree in its entirety.
 28

1 22.2. Within ten (10) days of full execution of the Consent Decree, the Parties will jointly
2 move the court for preliminary approval of this Consent Decree, certification of the Settlement Class as
3 defined in Section 2.24, above, under Federal Rule of Civil Procedure 23(b)(2) and (e), appointment of
4 Class Counsel and Plaintiffs to represent the Settlement Class, and approval of the form and content of
5 notice (substantially in the form attached hereto as Exhibit B) and a plan for distribution of notice to
6 the Settlement Class. Along with their joint motion for preliminary approval, the Parties will submit
7 the proposed Preliminary Approval Order attached hereto as Exhibit C (the “Preliminary Approval
8 Order.”). Alternatively, Plaintiffs may file the motion for preliminary approval, which the City will
9 not oppose.

10 22.3. Within ten (10) days of the filing of the motion for preliminary approval of this Consent
11 Decree, the City will cause Notice of the Settlement and other required documentation to be provided
12 to the United States and the states’ Attorneys General as required by Section 1715 of the Class Action
13 Fairness Act of 2005 (28 U.S.C. § 1715). The City will pay the costs of that notice.

14 22.4. The Parties agree that the Settlement Class will be certified in accordance with the
15 standards applicable under Rule 23(b)(2) of the Federal Rules of Civil Procedure and that, accordingly,
16 no Settlement Class member may opt out of any of the provisions of this Consent Decree.

17 22.5. Following the District Court’s issuance of the Preliminary Approval Order, the Parties
18 will circulate the Notice of Settlement, advising the members of the Settlement Class of the terms of
19 the proposed Consent Decree and their right to object to the proposed Consent Decree. This Notice
20 will be published as follows:

21 22.5.1. Within thirty (30) days after the District Court has issued the Preliminary
22 Approval Order, the City will cause Notice of the Settlement to be published once each week for four
23 (4) consecutive weeks in The East Bay Times, San Francisco Chronicle and in the online publications
24 SF Gate and Oaklandside. The City will also cause Notice of the Settlement to be published in
25 additional publications as the District Court may order.

26 22.5.2. The Notice will include the terms required by the District Court, which are
27 anticipated to be as follows: (i) a brief statement of the *Curran* Action, the settlement embodied in this
28 Consent Decree, and the claims released by the Settlement Class; (ii) the date and time of the fairness

1 hearing and/or final approval hearing of the proposed Consent Decree; (iii) the deadline for submitting
2 objections to the proposed Consent Decree; and (iv) the web page, address, and telephone numbers that
3 may be used to obtain a copy of the Notice of Settlement. The City will pay the costs for the
4 publication of the Notice.

5 22.5.3. Within twenty (20) days after the District Court has issued the Preliminary
6 Approval Order, the City will cause a copy of the Notice of Settlement to be posted and remain posted
7 on the City's official website (www.oaklandca.gov) for four (4) consecutive weeks. The website will
8 also make a copy of the Notice of Settlement available in English, Spanish, and Chinese, and in an
9 accessible electronic format that can be recognized and read by software commonly used by
10 individuals with visual impairments to read web pages. All pages or content on these websites that are
11 part of the process for accessing the information in the Notice of Settlement will comply with WCAG.
12 The City will pay the costs for the publication of the Notice.

13 22.5.4. Within ten (10) days after the District Court has issued the Preliminary Approval
14 Order, Class Counsel will cause a copy of the Notice of Settlement to be provided (via email or U.S.
15 Mail) to the organizations listed on Exhibit D, attached hereto.

16 22.5.5. Within twenty (20) days after the District Court has issued the Preliminary
17 Approval Order, each firm making up Class Counsel will post on its website a copy of the Notice of
18 Settlement in English, Spanish, and Chinese, and in an accessible electronic format that can be
19 recognized and read by software commonly used by individuals with visual impairments to read web
20 pages. In addition, the websites will provide information about how Settlement Class Members may
21 obtain a copy of the Consent Decree. All pages or content on the websites that are part of the process
22 for accessing the information in the notice will comply with WCAG.

23 22.6. Prior to the fairness hearing, and as directed by the District Court, Plaintiffs will file a
24 motion or motions for an award of attorneys' fees, expenses and costs, and a payment of \$35,000 each
25 to Plaintiffs Curran and Brown-Booker. Plaintiffs will also file a motion requesting that the District
26 Court schedule and conduct a fairness hearing to decide whether the Court will grant final approval of
27 the Consent Decree, as set forth below.

28

1 22.7. At the fairness hearing, the Parties will jointly move for entry of the Judgment
2 (substantially in the form as attached hereto as Exhibit E) providing for: (i) final approval of this
3 Consent Decree as fair, adequate, and reasonable; (ii) final certification of the Settlement Class for
4 settlement purposes only; (iii) final approval of the form and method of notice of the settlement to the
5 Settlement Class; (iv) final approval of the appointment of Class Counsel for the Settlement Class; (v)
6 final approval of the appointment of Plaintiffs Curran and Brown-Booker as class representatives of
7 the Settlement Class; (vi) final approval of the release of the City from the Released Claims, defined in
8 Sections 24 and 25, below; (vii) final approval of an order that the Settlement Class members will be
9 enjoined and barred from asserting any of the Released Claims against the City following entry of
10 Judgment and up to and including the completion of the Term; (viii) the Parties and all members of the
11 Settlement Class to be bound by the Judgment; and (ix) the District Court's retention of jurisdiction
12 over the Parties to enforce the terms of the Judgment throughout the Term of this Consent Decree.

13 22.8. Members of the Settlement Class will have an opportunity to object to the proposed
14 Consent Decree but may not opt-out. The Parties will request that the District Court order the
15 following procedures for assertion of objections, if any, to the Consent Decree:

16 22.8.1. Any Settlement Class member may object to this Consent Decree by filing,
17 within forty-five (45) calendar days of the commencement of the issuance of the Notice to the
18 Settlement Class, written objections with the District Court.

19 22.8.2. With respect to any and all objections to this Consent Decree received by Class
20 Counsel, Class Counsel will provide a copy of each objection to counsel of record for the City, by
21 messenger delivery or electronic-mail delivery, within two (2) court days after receipt of such
22 objection.

23 22.9. Responses by Class Counsel and/or the City to any timely-filed objections may be filed
24 with the District Court no less than five (5) days before the fairness hearing, or as otherwise ordered by
25 the Court.

26 22.10. The Parties will take all procedural steps regarding the fairness hearing that may be
27 requested by the District Court and will otherwise use their respective best efforts to consummate the
28

1 settlement embodied in this Consent Decree, and to obtain approval of this Consent Decree, and entry
2 of the Judgment.

3 22.11. The Parties agree that, upon final approval, the District Court will enter the Judgment
4 under Rule 54(b) of the Federal Rules of Civil Procedure (substantially in the form attached hereto as
5 Exhibit E) dismissing the *Curran* Action with prejudice, subject to the District Court retaining
6 jurisdiction to resolve any Dispute regarding compliance with this Consent Decree that cannot be
7 resolved through the Dispute Resolution Process set forth below, and to rule on Plaintiffs' motion for
8 reasonable attorneys' fees and costs and service awards.

9 22.12. The City will not assert, after the Judgment has become final, that the District Court
10 lacks jurisdiction to enforce the terms of this Consent Decree, or raise any jurisdictional defense to any
11 enforcement proceedings permitted under the terms of this Consent Decree.

12 22.13. Should the District Court deny the Parties' request to enter the Judgment, should this
13 Consent Decree not receive final approval by the District Court for any reason, or should this Consent
14 Decree not become final for any other reason in accordance with its terms: (i) this Consent Decree will
15 be null and void and of no force and effect; (ii) nothing in this Consent Decree will be deemed to
16 prejudice the position of any of the Parties with respect to any matter; and (iii) neither the existence of
17 this Consent Decree, nor its contents, will be admissible in evidence, referred to for any purpose in any
18 litigation or proceeding, or be deemed an admission by the City of any fault, wrongdoing or liability.

19 22.14. This Consent Decree, upon final approval, will be binding upon the City, Plaintiffs, and
20 all Settlement Class members and, to the extent specifically set forth in this Consent Decree, upon
21 Class Counsel; will extinguish all Released Claims; and will constitute the final and complete
22 resolution of all issues addressed herein. This Consent Decree is the complete and final disposition
23 and settlement of any and all Released Claims.

24 **23. Named Plaintiff Payments**

25 In exchange for the Release of Claims set forth in Sections 24 and 25, below, and for all
26 services rendered to the Settlement Class, and conditioned upon the District Court granting final
27 approval of the Consent Decree as well as Plaintiffs' application for service awards to Plaintiffs Curran
28 and Brown-Booker in the amounts set forth in this Section, within thirty (30) days of the Effective

1 Date, the City will pay each of the named Plaintiffs \$35,000. This payment shall be in full and final
2 settlement of Plaintiffs' claims that are being released in Sections 24 and 25, below, and represents
3 payment for personal injuries sustained by Plaintiffs while travelling on the City's Pedestrian
4 Walkways and Curb Ramps.

5 **24. Release of Class Claims**

6 24.1 Effective upon entry of judgment on final approval of the Consent Decree by the
7 District Court and in consideration for the City's commitments set forth in the Consent Decree,
8 Plaintiffs and Settlement Class Members, on behalf of themselves and their respective heirs, assigns,
9 successors, executors, administrators, agents, and representatives ("Releasing Parties") will, upon the
10 Effective Date, fully and finally release, acquit, and discharge the City, its departments, officers,
11 directors, employees, agents, and predecessors or successors in interest (the "Released Parties") from
12 any and all claims, allegations, demands, charges, complaints, actions, lawsuits, rights, liabilities,
13 losses, injuries, obligations, disputes and causes of action of any kind, and whether known or
14 unknown, suspected or unsuspected, asserted or unasserted, or actual or contingent, for injunctive,
15 declaratory, or other non-monetary relief, however described, that were brought or could have been
16 brought by the Releasing Parties relating to or arising from any of the Released Parties' alleged
17 actions, omissions, incidents, or conduct related to the Accessibility, installation, obstruction,
18 construction, remediation, repair, or maintenance of Curb Ramps and Pedestrian Walkways in the
19 City's pedestrian right of way at any time prior to the Effective Date and through the end of the Term
20 of the Consent Decree (the "Released Claims").

21 24.2 In addition, to the extent applicable, the Releasing Parties waive any right or benefit
22 available to them with respect to Released Claims under the provisions of California Civil Code
23 Section 1542, which provides: "A general release does not extend to the claims which the creditor
24 does not know or suspect to exist in his or her favor at the time of executing the release, which if
25 known by him or her must have materially affected his or her settlement with the debtor." This
26 settlement is expressly intended to preclude Plaintiffs and Settlement Class Members from maintaining
27 further lawsuits alleging any Released Claims during the Term of the Consent Decree.

28 24.3 Released Claims, however, shall not include any claims to enforce the terms of the

1 Consent Decree, any claims for relief arising from the City's violation of any term of the Consent
2 Decree, or any claims related to monetary damages, personal injuries, or property damage, except as
3 set forth in Section 25, below. Such Released Claims also exclude any claims based on or arising from
4 missing or non-Compliant Curb Ramps and Pedestrian Walkways that remain in existence after the
5 expiration of the Term of Consent Decree.

6 **25. Release of Plaintiffs' Damages Claims**

7 In addition to the Released Claims set forth in Section 24, Plaintiffs Curran and Brown-Booker
8 also release the Released Parties from any and all claims, known or unknown, arising at any time prior
9 to the Effective Date for monetary relief relating to or arising from any of the City's alleged actions,
10 omissions, incidents, or conduct related to the Accessibility, installation, obstruction, construction,
11 remediation, repair, or maintenance of Curb Ramps and Pedestrian Walkways in the City's pedestrian
12 right of way, including personal injury claims. To the extent applicable, Plaintiffs Curran and Brown-
13 Booker expressly waive any right or benefit available to them under California Civil Code section
14 1542 for these released damages claims.

15 **26. Attorneys' Fees, Costs & Expenses Up to the Effective Date**

16 Within thirty (30) days of the Effective Date, and conditioned upon the District Court granting
17 final approval of the Consent Decree as well as Plaintiffs' application for an award of attorneys' fees,
18 expenses, and costs in the amounts set forth in this Section, the City shall deliver payment in the
19 amount of \$2,008,000 to Plaintiffs' Counsel for the full amount of their reasonable attorneys' fees,
20 costs, and expenses in connection with this matter incurred up through the Effective Date. No
21 additional amounts shall be owed to Plaintiffs or their Counsel in attorneys' fees, expenses, or costs for
22 time or expenses incurred up to the Effective Date.

23 **27. Attorneys' Fees, Expenses and Costs for Implementing the Consent Decree**

24 Subject to the following terms, the City shall pay Class Counsel their reasonable attorneys'
25 fees, expenses, and costs incurred between the Effective Date and the expiration of the Term of
26 Consent Decree for performing all work reasonably necessary to monitor, implement, and administer
27 the Consent Decree.
28

1 27.1. Thirty (30) days after the first anniversary of the Effective Date and on an annual basis
2 thereafter throughout the Term of the Consent Decree, Class Counsel shall submit to the City a
3 statement of reasonable attorneys' fees, expenses, and costs incurred, supported by a description of
4 services by date and by biller, during the prior 12-month period for performing all work reasonably
5 necessary to monitor, implement, and administer the Consent Decree. The maximum in combined
6 attorneys' fees and costs that may be submitted in any 12-month period is \$125,000. This amount
7 shall be adjusted annually throughout the Consent Decree's Term based on the increases in the
8 Consumer Price Index in the San Francisco Bay Area, starting with 2025 dollars.

9 27.2. The City shall pay Class Counsel's attorneys' fees, expenses and costs within thirty (30)
10 days of receipt of Class Counsel's statement. If the City objects to such fees, expenses and costs, it
11 shall do so in writing within 30 days of the date the City receives such statement. Class Counsel will
12 resubmit an invoice with the undisputed portion and the City shall pay the undisputed portion. Any
13 objections or disputes regarding the statement shall be handled pursuant to the Dispute Resolution
14 procedure set forth in Section 19 of this Consent Decree.

15 27.3. The City shall pay Class Counsel their reasonable attorneys' fees, expenses, and costs
16 incurred between the Effective Date and the expiration of the Term of Consent Decree for performing
17 all work reasonably necessary to resolve Disputes under Section 19 of this Consent Decree. Class
18 Counsel shall provide the City with a statement of reasonable attorneys' fees, expenses, and costs
19 incurred for each dispute, supported by a description of services by date and by biller. The City shall
20 review each statement and pay the amounts in compliance with Section 27.2.

21 27.4. In the event either Party finds that it is necessary to seek resolution of a dispute through
22 a motion for enforcement before the District Court, the prevailing party shall be entitled to reasonable
23 attorneys' fees, costs, and expenses in accordance with the standards of the ADA and *Christiansburg*
24 *Garment Co. v. EEOC*, 434 U.S. 412, 421-22 (1978).

25 **28. Drafting of this Consent Decree**

26 The Parties acknowledge and agree that this Consent Decree shall for all purposes be deemed
27 jointly-drafted and fully-negotiated, and as a result, shall not in any manner be interpreted in favor of,
28 or as against, any particular Party by reason of being the drafting Party. Any rule of law that would

1 require interpretation of any ambiguities or uncertainties in this Consent Decree against one of the
2 Parties, shall have no application and is hereby expressly waived.

3 **29. Voluntary Agreement**

4 Each of the Parties represents, warrants and agrees that they have read this Consent Decree
5 carefully, and know and understand its contents, that this Consent Decree has been voluntarily entered
6 into, that each Party has received independent legal advice from their attorneys with respect to the
7 advisability of executing this Consent Decree, and that any and all investigation and analysis of the
8 facts deemed necessary or desirable have been conducted prior to the execution of this Consent
9 Decree.

10 **30. Binding Effect**

11 All of the terms and provisions of this Consent Decree shall be binding upon and shall inure to
12 the benefit of the Parties, their heirs, successors, and assigns.

13 **31. Authority**

14 Each of the Parties represents, warrants and agrees that they have the full right and authority to
15 enter into this Consent Decree, and that the person executing this Consent Decree has the full right and
16 authority to commit and bind such Party.

17 **32. Paragraph Headings**

18 The headings, or lack thereof, preceding each of the paragraphs in this Consent Decree are for
19 convenience only, and shall not be considered in the Consent Decree's construction or interpretation.

20 **33. Counterparts**

21 This Consent Decree may be executed by the Parties in separate counterparts, and all such
22 counterparts taken together shall be deemed to constitute one and the same Consent Decree.

23 **34. Notices**

24 For Plaintiffs:

25 Linda M. Dardarian
26 Andrew P. Lee
27 DARDARIAN HO KAN & LEE
28 155 Grand Avenue, Suite 900
Oakland, CA 94612
510-763-9800

Shawna Parks
DISABILITY RIGHTS ADVOCATES
2001 Center Street, 3rd Floor
Berkeley, CA 94704
510-665-8644

Catherine Cabalo
PEIFFER WOLF CARR KANE CONWAY & WISE, LLP
555 Montgomery Street, Suite 820
San Francisco, CA 94111
415-766-3592

Guy B. Wallace
Mark T. Johnson
Rachel L. Steyer
SCHNEIDER WALLACE COTTRELL KIM, LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608
415-421-7100

For the City of Oakland:

Kevin P. McLaughlin, Supervising Deputy City Attorney
Lorena Matei, Deputy City Attorney
Office of the City Attorney
City of Oakland
One Frank H. Ogawa, 6th Floor
Oakland, CA 94612
510-238-3601

IN WITNESS WHEREOF, the Parties hereto have approved and executed this Consent Decree
on the dates set forth opposite their respective signatures.

EXECUTED by the Parties as follows:

THE CITY OF OAKLAND

DATED: 7-21-2025

By: 

Justin D. Johnson

Its: City Administrator

PLAINTIFFS

DATED: _____

By: _____

Nicole Brown-Brooker

Shawna Parks
DISABILITY RIGHTS ADVOCATES
2001 Center Street, 3rd Floor
Berkeley, CA 94704
510-665-8644

Catherine Cabalo
PEIFFER WOLF CARR KANE CONWAY & WISE, LLP
555 Montgomery Street, Suite 820
San Francisco, CA 94111
415-766-3592

Guy B. Wallace
Mark T. Johnson
Rachel L. Steyer
SCHNEIDER WALLACE COTTRELL KIM, LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608
415-421-7100

For the City of Oakland:

Kevin P. McLaughlin, Supervising Deputy City Attorney
Lorena Matei, Deputy City Attorney
Office of the City Attorney
City of Oakland
One Frank H. Ogawa, 6th Floor
Oakland, CA 94612
510-238-3601

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EXECUTED by the Parties as follows:

THE CITY OF OAKLAND

DATED: _____

By: _____
Jestin D. Johnson

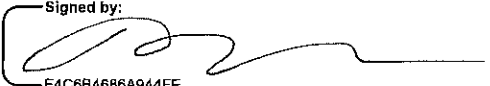
Its: City Administrator

PLAINTIFFS

DATED: 7/17/2025

Signed by:
By: Nicole Brown-Brooker
BD0B0866D26242F...
Nicole Brown-Brooker


1 DATED: 7/18/2025

Signed by:
By: 
F4C6B4686A944FE...
Michael Curran

2
3 APPROVED AS TO FORM:

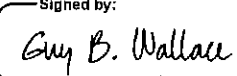
4
5 DARDARIAN HO KAN & LEE

6
7 DATED: 7/20/25

8 By: 
Linda M. Dardarian
Attorney for Plaintiffs

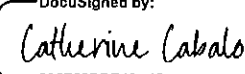
9
10 SCHNEIDER WALLACE
COTTRELL KIM LLP

11
12 DATED: 7/17/2025

Signed by:
By: 
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Guy B. Wallace
Attorney for Plaintiffs

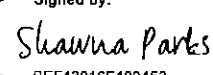
13
14
15 PEIFFER WOLF CARR KANE
CONWAY & WISE, LLP

16
17 DATED: 7/17/2025

DocuSigned by:
By: 
202723BBE40A43A...
Catherine Cabalo
Attorney for Plaintiffs

18
19
20 DISABILITY RIGHTS ADVOCATES

21
22 DATED: 7/17/2025

Signed by:
By: 
BEF43016E100453...
Shawna Parks
Attorney for Plaintiffs

23
24 THE CITY OF OAKLAND

25
26 DATED: _____

27 By: _____
Kevin P. McLaughlin
Attorneys for the City of Oakland

1 DATED: _____

By: _____
Michael Curran

2
3 **APPROVED AS TO FORM:**

4
5 DARDARIAN HO KAN & LEE

6
7 DATED: _____

By: _____
Linda M. Dardarian
Attorney for Plaintiffs

8
9
10 SCHNEIDER WALLACE
COTTRELL KIM LLP

11
12 DATED: _____

By: _____
Guy B. Wallace
Attorney for Plaintiffs

13
14
15 PEIFFER WOLF CARR KANE
CONWAY & WISE, LLP

16
17 DATED: _____

By: _____
Catherine Cabalo
Attorney for Plaintiffs


18
19
20 DISABILITY RIGHTS ADVOCATES

21
22 DATED: _____

By: _____
Shawna Parks
Attorney for Plaintiffs

23
24 THE CITY OF OAKLAND

25
26 DATED: July 21, 2025

By:  _____
Kevin P. McLaughlin
Attorneys for the City of Oakland