

## NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

ATTENTION: ALL PERSONS WITH A MOBILITY DISABILITY: If you have used any of the City of Long Beach's sidewalks, crosswalks, curbs, curb ramps, walkways, pedestrian rights of way, pedestrian undercrossings, pedestrian overcrossings, or other pedestrian pathways or walks ("Pedestrian Facilities") since July 14, 2014 or if you believe that you will use the City's Pedestrian Facilities 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 Long Beach. The class action settlement ("Settlement Agreement"), which must be approved by the United States District Court, was reached in the case entitled *Hector Ochoa, et al. v. City of Long Beach, et al.*, Case No. CV 2:14-cv-04307-DSF-FFM), pending in the United States District Court for the Central District of California.

### BASIC INFORMATION

Filed in 2014, this lawsuit alleges that the City of Long Beach ("City") violated federal and state disability access laws by denying individuals with Mobility Disabilities access to Pedestrian Facilities owned, controlled or maintained by the City in whole or in part. A "Mobility Disability" means any impairment or medical condition that limits a person's ability to walk, ambulate, maneuver around objects, or to ascend or descend steps or slopes. 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 Hector Ochoa, Cynde Soto, Cathy Shimozone, Ben Rockwell and Sharon Parker ["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 Dale S. Fischer 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, at any time from July 14, 2014, have used the Pedestrian Facilities in the City of Long Beach or who will use the City's Pedestrian Facilities in the future.

### SUMMARY OF THE PROPOSED SETTLEMENT AGREEMENT

The Settlement Agreement commits the City of Long Beach to making widespread accessibility improvements to its Pedestrian Facilities beginning upon the effective date of the Agreement and continuing for the next 30 years. It also commits the City to spending up to a cap of \$180,250,000 on such accessibility improvements over that time period.

The Agreement requires the City of Long Beach to work with a third-party accessibility consultant to evaluate the accessibility of all of its existing Pedestrian Facilities and prepare an Americans with Disabilities Act Transition Plan which will identify priorities for barrier removal and improvement/repairs that will bring the City's Pedestrian Facilities into compliance with federal and state disability access laws.

The Agreement commits the City to constructing at least 1000 missing curb ramps for persons with Mobility Disabilities each year during the first 2 years of the Agreement and to constructing all missing curb ramps during the first 5 years of the Agreement (with an upper limit of installing 4500 missing curb ramps). It also commits the City to completing all needed improvements to existing curb ramps during the first 20 years of the of Agreement (with an upper limit 16,000 corrections to non-compliant curb ramps). The City will complete needed path of travel improvements (including improvements to sidewalks, cross walks and other pedestrian pathways) throughout the City within 30 years of the effective date of the Agreement.

The Agreement includes a process for seeking community input on priorities for barrier removal and accessibility planning as well as updated complaint procedures for persons with Mobility Disabilities to request accessibility improvements to Pedestrian Facilities.

Additionally, the Agreement requires the City to implement system-wide policies to ensure that it installs or upgrades required accessibility features such as curb ramps when it newly constructs or alters City streets or Pedestrian Facilities. The City will also employ an Americans with Disabilities Act Coordinator to oversee the City's accessibility policies with respect to its Pedestrian Facilities as well as the implementation of the City's Americans with Disabilities Act Transition Plan for such facilities.

The Agreement further includes provisions for the Class Representatives and Class Counsel (identified below) to monitor the City's compliance with the terms of the Agreement, including review of planned improvements and inspections of Pedestrian Facilities to ensure compliance upon completion of such improvements.

### RELEASE OF CLAIMS

The Settlement Agreement resolves and releases for the thirty-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 alleging that, during the period of

June 4, 2014 through the termination of the Settlement Agreement, persons with Mobility Disabilities are being denied access to, excluded from participation in, or denied the benefits of the City's Pedestrian Facilities. 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 Disability Rights Legal Center, and Disability Rights Advocates ("Class Counsel"). Plaintiffs and the City have not reached an agreement with respect to reasonable attorneys' fees, costs, and expenses. Plaintiffs will seek an order from the Court requiring the City to pay a maximum of \$7 million to Class Counsel for all reasonable attorneys' fees incurred since work began on this case through final approval of the Settlement Agreement by the Court, and a maximum of \$255,000 for litigation costs and expenses incurred during this same time period. 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 \$100,000 annually for years 1-5 of the settlement term, and \$100,000 every two years for years 6-30 of the settlement term. Any award of attorneys' fees, costs and expenses must be approved by the Court as fair, reasonable and consistent with prevailing marketplace standards. The Court-awarded amount will not be paid from the monies to be spent on disability access improvements pursuant to the Settlement Agreement. The attorneys' fees paid to reimburse Class Counsel for monitoring the City's compliance with the Settlement Agreement will count towards the agreed-upon spending caps for accessibility improvements in the Settlement Agreement.

#### 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, and has scheduled a hearing for July 24, 2017 at 1:30 p.m. in the Courtroom of the Honorable Dale S. Fischer, United States District Court for the Central District of California, 350 West 1<sup>st</sup> Street, Courtroom 7D, CA 90012, 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. At the hearing, the Court will consider any objections to the settlement. Judge Fischer 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 how much 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 the Settlement Website at [www.dralegal.org/long-beach](http://www.dralegal.org/long-beach) 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 that you plan to do so in your objection. 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, not change the terms of the settlement.

**All objections must be submitted or postmarked on or before June 17, 2017.**

All email objections must be sent to the following email address: **[longbeach@dralegal.org](mailto:longbeach@dralegal.org)**.

All oral objections must be made by leaving a message at the following toll-free number: **(800) 245-6958**.

All regular mail objections must be sent to one of the following addresses:

Andrew P. Lee, Esq.  
Goldstein Borgen  
Dardarian & Ho  
300 Lakeside Drive,  
Suite 1000  
Oakland, CA 94612

Meredith J. Weaver, Esq.  
Disability Rights Advocates  
2001 Center Street,  
4<sup>th</sup> Floor  
Berkeley, CA 94704

Anna Rivera, Esq.  
Disability Rights  
Legal Center  
256 S. Occidental Blvd.,  
Suite B  
Los Angeles, CA 90057

You may but are not required to appear at the Final Approval Hearing scheduled for 1:30 p.m. on July 24, 2017, in Courtroom 7D of the United States District Court for the Central District of California, 350 West 1st Street, Los Angeles, California, 90012 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.dralegal.org/long-beach](http://www.dralegal.org/long-beach), 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 Central District of California, 350 West 1st Street, Los Angeles, California, 90012, between 9:00 a.m. and 4:00 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:

Andrew P. Lee, Esq.  
Goldstein Borgen Dardarian & Ho  
300 Lakeside Drive, Suite 1000  
Oakland, CA 94612  
Phone: (510) 763-9800  
Phone: (800) 295-0231 (toll free)  
Fax: (510) 287-4303

Meredith J. Weaver, Esq.  
Disability Rights Advocates  
2001 Center Street, 4<sup>th</sup> Floor  
Berkeley, CA 94704  
Phone: (510) 665-8644  
Fax: (510) 665-8511

Anna Rivera, Esq.  
Disability Rights Legal Center  
256 S. Occidental Blvd., Suite B  
Los Angeles, CA 90057  
Phone: (213) 736-1031  
Fax: (213) 736-1030

Class members may also contact Class Counsel at the following toll-free number, (800) 295-0231 to obtain further information about the settlement or settlement documents.

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.