EXHIBIT 1

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UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

PORTLAND DIVISION

ALLEN HINES, TESS RAUNIG, and CAROLEZOOM, on behalf of themselves and all others similarly situated, Plaintiffs, vs. CITY OF PORTLAND, Defendant.	Case No.: 3:18-cv000869-HZ **CONSENT DECREE** **<u>CLASS ACTION</u>** **Title II of Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 *et seq*.**

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I. PRELIMINARY MATTERS

This Consent Decree is entered into by and between: (i) the City of Portland, Oregon (the "City"), and (ii) Plaintiffs Allen Hines, Tess Raunig, and CaroleZoom (collectively, "Plaintiffs" or "Named Plaintiffs"), on behalf of themselves and the proposed Settlement Class. The City and Plaintiffs shall be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

A. Each of the Plaintiffs is a resident or visitor to the City and is a person with a Mobility Disability who uses a wheelchair or scooter for mobility. Each of the Plaintiffs is an individual with a disability within the meaning of Section 3(2) of the American with Disabilities Act of 1990, 42 U.S.C. §§ 12101, 12102(2) ("ADA") and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 705(20), 794(a) ("Section 504").

B. Plaintiffs' Complaint alleges the City has failed to install and maintain curb ramps that are necessary to make its pedestrian right of way readily accessible to people with Mobility Disabilities, and to comply with its obligation to install and/or remediate curb ramps when it engages in alterations or new construction of streets, roadways, sidewalks, and other pedestrian walkways. Plaintiffs allege that a substantial number of the street crossings within the City's pedestrian right of way do not comply with applicable federal regulations addressing accessibility for people with Mobility Disabilities because, for example, they lack curb ramps entirely, have curb ramps on only one side of a corner, have curb ramps that are obstructed by the presence of obstacles such as telephone poles, fire hydrants, and utility boxes within the ramp, or have curb ramps that are too narrow, steep, cracked, broken, or uplifted to be used by individuals with Mobility Disabilities.

C. In entering into the settlement embodied in this Consent Decree, the City does not admit that it has violated or failed to comply with or has any liability to Plaintiffs or the proposed Settlement Class under any provisions of the ADA or Section 504 relating to accessibility for persons with mobility disabilities to the pedestrian right of way, any regulations or guidelines promulgated pursuant to those statutes, or any other applicable laws, regulations, or legal requirements. This Consent Decree and its terms and provisions shall not be offered or received as evidence for any purpose whatsoever against the City in any action or proceeding, other than a proceeding to enforce the Consent Decree's terms.

D. The Parties have conducted a thorough examination and investigation of the facts and law relating to the matters set forth in this Consent Decree and have engaged in extensive and arms-length negotiations.

E. Through entry of this Consent Decree, the Parties intend to resolve any and all claims that either were or could have been asserted in this Action on behalf of individuals with Mobility Disabilities for declaratory and injunctive relief with respect to curb ramps in the City's pedestrian right of way, subject to the Release of Claims set forth in Section VII, below. Said settlement is expressly intended to assure that no further lawsuits for these claims for declaratory and injunctive relief may be maintained at any time during the Term of this Consent Decree, and that the City will not be subject to conflicting judgments regarding compliance with Access standards regarding curb ramps in the City's pedestrian right of way throughout the Term of this Decree.

F. This Consent Decree and the releases contained herein apply only to curb ramps on street segments with Pedestrian Walkways, and do not apply to components of the City's sidewalk system other than curb ramps.

G. Based upon extensive analysis of the facts and the applicable law and taking into account the burdens and expense of litigation, including the risks and uncertainties associated with litigation and the delays that may result from protracted trials and appeals, as well as the fair, cost-effective and assured method of resolving the potential claims of the Settlement Class represented by this Consent Decree, Class Counsel has concluded that this agreement provides substantial benefit to the Settlement Class and is fair, reasonable, and adequate and in the best interest of the Plaintiffs and the Settlement Class.

H. The City has similarly concluded that this Consent Decree is desirable to avoid the time, risk, and expense of defending protracted litigation, to fulfill its long-standing commitment to promoting and enhancing the rights of those with Mobility Disabilities, to ensure compliance with applicable laws, and to resolve potential claims of the Plaintiffs and the Settlement Class.

I. Section titles and other headings contained in this Consent Decree are included only for reference and shall have no substantive effect.

II. DEFINITIONS

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

A. "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, and the 2013 Questions and Answers Supplement thereto, which is attached hereto as Appendix 1.

B. "Accessible" with respect to the installation or modification of curb ramps required by this Decree, means compliant with the applicable provisions of Title II of the

Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., codified at 28 C.F.R. § 35.151 and 36 C.F.R. part 1191, and Appendices B and D (hereafter "2010 ADA Standards"), or any ADA standards adopted by the U.S. Department of Justice and U.S. Department of Transportation for application in the pedestrian right of way.

C. "Alter," "Altered," or "Alteration," when used in reference to work performed as part of street, roadway, or highway resurfacing, means a facility that has undergone an alteration treatment as described in the 2013 DOJ/DOT Alteration Guidance. When used in reference to work performed on a Pedestrian Walkway or Existing Curb Ramp means any change to an Existing Pedestrian Facility that affects or could affect its usability.

D. "Class Counsel" or "Plaintiffs' Counsel" means collectively the Civil Rights Education and Enforcement Center (CREEC), Portland Civil Rights Law Office and the law firm Goldstein, Borgen, Dardarian & Ho.

E. "Compliant Curb Ramp" means, for a curb ramp designed, built or altered between March 15, 2012 and the Effective Date, built in compliance with the 2010 ADA Standards. For a curb ramp built or altered prior to March 15, 2012, "Compliant Curb Ramp" means a curb ramp that is compliant with either the 2010 ADA Standards or the 1991 Americans with Disabilities Act Standards for Accessible Design ("ADAAG"), codified at 28 C.F.R., Part 36, including Appendix A.

F. "Existing Pedestrian Facilities," for purposes of this Consent Decree, means any Pedestrian Facilities, or portions thereof, including curb ramps, completed prior to the Effective Date of this Consent Decree, *e.g.*, "Existing Curb Ramp."

G. "Fairness Hearing" means the hearing to be held by the District Court, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, to determine whether the settlement set forth in this Consent Decree should be approved.

H. "Final," as applied to the term "Judgment" (as defined below), means that (i) the time for appeal or writ has expired and no appeal or petition for review has been taken, or (ii) if an appeal or petition for review is taken and the settlement set forth in this Consent Decree has been affirmed in full, the time period during which any further appeal or review can be sought (including through any appeal, petition for review, writ of certiorari or otherwise) has expired and no such further appeal or review has been sought. In the event that no objections to this Consent Decree are raised prior to or at the Fairness Hearing, that any objections that have been raised have been fully and formally withdrawn, or that no viable objections otherwise exist at the time of the Fairness Hearing, the Judgment shall become "Final" as of the District Court's issuance of the Judgment. If the Judgment is set aside, materially modified, disapproved or overturned by any court, and is not fully reinstated on further appeal or review, the Judgment shall not become or be "Final."

I. "Final Approval" means the order by the District Court, after notice and the holding of the Fairness Hearing, granting approval of this Consent Decree under Rule 23(a) of the Federal Rules of Civil Procedure.

J. "Install" or "Installation" means the construction of a new Accessible curb ramp within City's pedestrian right of way at a location where there was no curb ramp.

K. "Judgment" means a judgment entered by the District Court in this Action, substantially in the form attached to this Consent Decree as Exhibit D, which, among other

things, fully approves this Consent Decree and retains the District Court's jurisdiction to enforce the Consent Decree throughout its term.

L. "Mobility Disability" means any impairment or medical condition, as defined by the ADA, which limits a person's ability to walk, ambulate, maneuver around objects, or 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 their navigation along a Pedestrian Walkway, or may be semi-ambulatory.

M. "Notice of Settlement" means the notice substantially in the form attached to this Consent Decree as Exhibit B, to be provided to the Settlement Class as set forth below.

N. "Pedestrian Facility" or "Pedestrian Facilities" means any portion of an intersection or street that is provided for pedestrian travel, and any Pedestrian Walkway, crosswalk, curb, curb ramp, walkway, pedestrian right of way, pedestrian undercrossing, pedestrian overcrossing, or other pedestrian pathway or walk of any kind, that is, in whole or in part, owned, controlled, or maintained by or otherwise within the responsibility of the City of Portland.

O. "Pedestrian Walkway" means a sidewalk or other prepared exterior surface provided for pedestrian travel in the public right of way that is, in whole or in part, owned, controlled, or maintained by or otherwise within the responsibility of the City of Portland.

P. "Preliminary Approval" means the preliminary approval of this Consent Decree by the District Court.

Q. "Remediate" or "Remediation" means the correction of an existing non-Compliant curb ramp or associated curb ramp landings to create an Accessible curb ramp.

R. "Settlement Class" means the class of individuals ultimately defined and certified by the Court in this matter, including, but not limited to, "all persons (including residents of and/or visitors to the City of Portland) with any Mobility Disability, who, at any time prior to court judgment granting Final Approval to this Consent Decree have been denied full and equal access to the City's pedestrian right of way due to the lack of a curb ramp or a curb ramp that was damaged, in need of repair, or otherwise in a condition not suitable or sufficient for use." Members of the "Settlement Class" are referred to as "Class Members" throughout this Decree.

III. JURISDICTION

The United States District Court for the District of Oregon has jurisdiction over the Parties and the subject matter of this Action. The Complaint asserts claims that, if proven, would authorize this Court to grant the relief set forth in this Consent Decree. Venue is proper in this Court. All claims resolved by this Consent Decree shall be dismissed with prejudice upon the Effective Date of this Consent Decree. This Court shall retain jurisdiction of the Action during the Term of the Consent Decree, for the purpose of entering all orders that may be necessary to implement the relief provided for and enforce any obligations herein.

IV. EFFECTIVE DATE AND DURATION OF THE CONSENT DECREE

A. The Consent Decree shall be effective (the "Effective Date") following federal court approval of this Consent Decree after notice to the Settlement Class, and shall become effective only when Final Judgment is entered by the District Court after the absence of any class member objections; or if there are objections by class members, when the time to appeal the Final Approval order expires without the filing of an appeal; or, if an appeal is filed, when the appeal is finally adjudicated or resolved in favor of affirming the approval of the Decree.

B. This Consent Decree and the agreements contained herein shall become effective on the Effective Date and shall remain in effect for 12 years, or until the completion of the City's Installation and Remediation of Accessible curb ramps required under this Consent Decree. If Plaintiffs' Counsel dispute that the Installation or Remediation of Accessible curb ramps has been completed, this Consent Decree shall remain in effect pending the conclusion of any dispute resolution proceedings or action to enforce the Consent Decree. The foregoing time period is referenced herein as the "Term of the Consent Decree." The Consent Decree shall expire at the conclusion of the Term of the Consent Decree, except insofar as claims are released as set forth in Section VII.

C. At least 60 days prior to the conclusion of the Term of the Consent Decree, the City, at its sole discretion, may elect to extend the Term of the Consent Decree. If the City chooses to extend the Term of the Consent Decree, all the terms of the Consent Decree shall continue to apply, the Parties shall meet and confer to determine the extension period, and the Parties will jointly move the court to approve the extension.

V. INJUNCTIVE RELIEF

A. ADA Technical Advisor

1. Throughout the Term of the Consent Decree, the City will appoint one or more ADA Technical Advisors for the Portland Bureau of Transportation ("PBOT"), who will have qualifications comparable to the following: (i) experience in evaluating or assisting public entities in evaluating the accessibility of facilities under Title II of the ADA and Section 504, with preference for pedestrian right of way experience; (ii) knowledge of current federal and state accessibility standards; (iii) a minimum of five (5) years' experience in providing ADA

consulting services related to accessible facilities; and (iv) a professional civil engineer licensed to practice in Oregon.

2. The City retains sole discretion on the selection and appointment of the ADA Technical Advisor provided that the candidate substantially satisfies these criteria.

B. City Survey

1. The City shall, at its own expense, perform a survey of all City corners at street segments with Pedestrian Walkways to identify the number and types of curb ramps at each corner as well as curb ramps and associated ramp landings that are missing or are not Compliant (the "Survey").

2. The City will use a reliable methodology to collect, at a minimum, the following data:

a. Locations that are missing curb ramps;

b. Locations where curb ramps exist (including traffic islands and mid-block crossings);

c. For locations where curb ramps exist, the following data shall be collected:

i. Whether the ramp is a parallel ramp, a perpendicular ramp, or a combination ramp;

ii. The ramp position (e.g., diagonal or uni-directional (and if the latter, which direction));

iii. The maximum running slope and cross slope of each run within the ramp;

iv. The length and width of each run within the ramp;

v. The maximum slope in any direction of the ramp's top landing;

vi. The length and width of the clear space within the four-foot square area at the ramp's top landing, as well as the

presence and dimensions of any gaps, cracks, uplift or obstacles, within that four-foot square area;

vii. Whether the ramp has side-flares, and if so, the slope of each;

viii. The existence, color, width and depth along the ramp of any detectible warnings, and the spacing between the truncated domes;

ix. The gutter slope at the bottom transition of the ramp;

x. The counter-slope of the four-foot square area extending into the street from the bottom transition of the ramp;

xi. The existence of any lip (i.e., abrupt change of elevation) at the bottom landing of the curb ramp;

xii. The condition of the pavement in the four-foot square area extending into the street from the bottom transition of the ramp, including the presence and dimensions of any gaps, cracks, uplift, or grates;

xiii. Whether the four-foot lower landing of the ramp (i.e., the four-foot square extending into the street from the bottom transition of the ramp) is entirely within any striped crosswalk;

xiv. 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.; and

xv. Existence of raised traffic islands without a level cut-through or without ramps.

3. The Survey shall begin and be completed as early as feasible, but no later than two years from the Effective Date of the Consent Decree ("Survey Completion Deadline").

4. The results of the Survey, including all of the information set forth above, will be electronically recorded in the City's GIS database.

5. Within 45 calendar days of the Survey Completion Deadline, the City will grant Plaintiffs' Counsel access to the City's GIS database to view the results of the Survey.

Within thirty days of Plaintiffs' Counsel's reasonable request, the City will also meet with Plaintiffs' Counsel, in person or by telephone, to review and discuss the results of the Survey.

C. Curb Ramp Installation and Remediation

1. Whenever the City, the City's contractors, or another party permitted by the City performs an Alteration or constructs 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.

2. Whenever the City, the City's contractors, or another party permitted by the City Alters a Pedestrian Walkway or constructs a new Pedestrian Walkway, the City will Install or Remediate, or require the Installation or Remediation of, Accessible curb ramps if and where the Altered or new portion of a Pedestrian Walkway crosses a curb or is adjacent to a corner where pedestrians are permitted to cross the street.

3. Whenever the City, the City's contractors, or another party permitted by the City Alters an Existing Curb Ramp or Installs a new curb ramp, the City will ensure that the Installed or Remediated curb ramp is Accessible.

4. Beginning on the Effective Date and continuing each calendar year for twelve (12) years, the City shall ensure the Installation or Remediation of a certain number of Accessible curb ramps each year. This number shall be known as the "Annual Commitment" and includes the Installation of new Accessible curb ramps and raised crosswalks and Remediation of existing non-Compliant Curb Ramps, anywhere within the City's pedestrian right of way and constructed by the City or by any third-party. For raised crosswalks, each end of the raised crosswalk connecting to another portion of a Pedestrian Walkway will be counted

as one Accessible curb ramp for purposes of attaining the Annual Commitment. For the period commencing July 1, 2018 and ending on December 31, 2018, the Annual Commitment shall be 750 ramps. For the period commencing January 1, 2030 and ending on July 1, 2030, the Annual Commitment shall be 750 ramps. For all calendar years in between January 1, 2019 and December 31, 2029, the Annual Commitment shall be 1500 ramps.

5. Accessible curb ramps Installed and/or Remediated pursuant to the Curb Ramp Request System set forth in Section V.F, below, shall count toward the City's Annual Commitment.

6. If in any calendar year, more Accessible curb ramps are Installed or Remediated within the City than the Annual Commitment, the City may bank up to a total of 750 Accessible curb ramps that may be credited to any year in which fewer than the Annual Commitment of Accessible curb ramps are installed to bring the total to the required number for that year. This excess shall be referred to as the "Credit Bank." The Credit Bank may be replenished and drawn down in the City's discretion, but in no event can the Bank exceed 1,500. This provision does not limit the City's obligations under Sections V.C.1-C.3 above, regarding placement of Accessible curb ramps in connection with Alterations or new construction. Ramps constructed under the Curb Ramp Request System count toward the City's Annual Commitment, and may also count toward the City's Credit Bank if, in a given year, the City exceeds its Annual Commitment, but in no event will the existence of ramps in the Credit Bank excuse the City from complying with Curb Ramp Request System obligations set forth in Section V.F, below.

7. If in any calendar year, the City experiences unexpected delays in major capital improvement projects based on factors outside of the City's control, then the applicable Annual Commitment may be reduced in an amount not to exceed 300 Accessible curb ramps for

that year. This reduced amount shall be referred to as the "Deficit Bank." No ramps will be added to the Credit Bank until the Deficit Bank is reduced to zero. The Deficit Bank shall be reduced to zero within two years, during which time the Deficit ramps shall be Installed or Remediated in addition to the applicable Annual Commitment. During any year in which there are ramps in the Deficit Bank, the City may not reduce its Annual Commitment based on ramps in the Credit Bank.

8. Notwithstanding any other provision of this Consent Decree, the City's obligation to Install or Remediate an Accessible curb ramp is subject to the following exceptions:

a. Technical infeasibility: Where a curb ramp would otherwise be required to be Installed or Remediated by this Consent Decree in connection with an Alteration, but existing physical or site constraints prohibit such Installation, then the City shall complete any accessibility improvements within the scope of the Alteration project to the maximum extent feasible. *See* 2010 ADA Standards for Accessible Design, DOJ Technical Assistance Manual for Title II of the ADA, II-6.3100(4) (9-12-06). Such accessibility improvements shall be performed at the same time that the Alteration project is being performed or reasonably thereafter. Application of this exception to a particular curb ramp location will be documented on the City's ADA Curb Ramp Design Form, or similar form, signed and approved by both the stamping professional engineer who designed or approved the curb ramp design and the City's ADA Technical Advisor, both of whose prior approval on the form shall be mandatory before the ramp is constructed.

b. Structural Impracticability: In the rare circumstances when the unique characteristics of terrain prevent the Installation of an Accessible curb ramp during new construction, the City shall comply to the extent that is not structurally impracticable, as further

described in 28 C.F.R. § 35.151(a)(2)(i). Application of this exception to a particular curb ramp location will be documented on the City's ADA Curb Ramp Design Form, or similar form, signed and approved by both the stamping professional engineer who designed or approved the curb ramp design and the City's ADA Technical Advisor, both of whose prior approval on the form shall be mandatory before the ramp is constructed.

c. A curb ramp need not be installed at an intersection where it is illegal for a pedestrian to cross the street.

d. A curb ramp need not be installed on a segment of street that does not have a Pedestrian Walkway.

e. This Consent Decree does not require that the City purchase, or otherwise acquire property rights to install curb ramps.

f. Subject to the foregoing provisions of this Section and to the meet-and-confer requirements set forth in Section V.E.2 below, the City shall retain discretion to determine the means and methods of implementing the Annual Commitment set forth herein.

D. Prioritization of Annual Commitment

1. Prioritization of Accessible Curb Ramps for Existing Pedestrian Facilities

a. To the extent not otherwise covered by planned new construction and Alterations, or the Curb Ramp Request System set forth in Section V.F, below, locations for Accessible curb ramps that the City Installs or Remediates at Existing Pedestrian Facilities throughout the Term of the Consent Decree will be selected in compliance with the following:

i. Pursuant to 28 C.F.R. § 35.150, Accessible curb ramps shall be prioritized at locations that serve the following areas, in the order below:

(a) Government offices, facilities, schools, and parks (including the pedestrian rights of way adjacent to facilities owned or operated by the City, and the paths of travel leading from such adjacent pedestrian rights of way to the primary entrances to such facilities);

(b) Transportation corridors;

(c) Hospitals, medical facilities, assisted living facilities, and other similar facilities;

(d) Places of public accommodation, such as commercial and business zones;

(e) Facilities containing employers; and

(f) Residential neighborhoods.

ii. To the extent any Existing Curb Ramp is technically non-Compliant, but is otherwise reasonably accessible to and navigable by individuals with Mobility Disabilities, the City may defer any potential Installation of Accessible curb ramps or Remediation of Existing curb ramps at said location(s) in favor of Installing Accessible curb ramps elsewhere through the City in an effort to provide the greatest access possible given the resources available for each Annual Commitment throughout the Term of the Consent Decree. Specifically, the City may designate non-Compliant ramps identified in its Survey as being high, medium, or low priority for Installation or Remediation.

2. On an annual basis, the City will provide Plaintiffs' Counsel with a list of the locations at which the City plans to Install Accessible curb ramps or Remediate Existing curb ramps pursuant to Section V.D.1, above, for the coming year (*i.e.*, the prioritization of ramps

other than those Installed or Remediated in connection with new construction, Alterations, and the Curb Ramp Request System). The list shall indicate whether each curb ramp is an Installation or Remediation and, if the latter, the type of Remediation to be performed (*e.g.*, grinding of lip, repainting of cross-walk, etc.). The list shall also indicate the reasons for Prioritizing Existing Curb Ramps for Remediation under the factors set forth in Section V.D.1.a, above. Within two weeks, Plaintiffs' counsel will provide the City with input on the list, and the City will give good-faith consideration to such comments.

3. Subject to the foregoing provisions of this Section, the City shall retain discretion to determine the means and methods of implementing the Annual Commitment set forth herein.

E. Transition Plan

Within three years of the Effective Date, the Portland City Council will be presented with an updated Title II ADA City Transition Plan for City Council adoption. This Transition Plan will address the results of the Survey, as follows:

1. The Transition Plan will include a schedule for Accessible curb ramp Installation and Remediation that is consistent with this Consent Decree. The schedule shall be based upon the prioritization criteria in Section V.D.1(a)(i) as modified by Section V.F.4, below. To the extent known, the Transition Plan shall take into account locations of planned New Construction or Alterations that trigger the obligation to install new Accessible curb ramps.

2. The City shall provide a draft of the Transition Plan to Plaintiffs' Counsel for their review and comment at least 30 days prior to finalizing the Transition Plan for presentation to Council for adoption. The City will meet and confer with Plaintiffs' Counsel about any comments Plaintiffs' Counsel have on the Transition Plan, and will give good-faith

consideration to such comments. The City shall solicit public comment on the Transition Plan from community members who have Mobility Disabilities.

F. Curb Ramp Request System

1. Throughout the Term of the Consent Decree, the City shall continue to maintain a system through which people with Mobility Disabilities may submit requests for Installation or Remediation of Accessible curb ramps ("Curb Ramp Request System"). The form for submitting requests, as well as the PBOT home page and any pages a user must visit in order to navigate from the PBOT home page to the form for submitting requests, shall comply with version 2.0 Level AA of the "Web Content Accessibility Guidelines" published by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C), or any subsequent version(s) that are published during the Term of the Consent Decree.

2. The City shall document receipt of each Curb Ramp Request, assign each request a specific identification number (or other identifying information), and log the request into a software program or other electronic system that records the requestor's name and contact information, the date of the request, and the location of the requested curb ramp Installation or Remediation. Within 15 business days of receipt, the City shall notify the requestor that his or her request has been received and provide the requestor with the identification number or other identifying information assigned to the request.

3. The City shall investigate each request within 30 business days of its receipt. Requests will be reviewed and investigated in the order received. Upon completion of the investigation, the City shall provide the requestor with an estimated date by which the City expects the Accessible curb ramp to be Installed or Remediated, if applicable, or the reasons why a curb ramp Remediation at the requested location is Technically Infeasible. If the City

determines that a requested curb ramp Installation or Remediation is Technically Infeasible, the City shall notify the requestor that the subject ramp shall be made Accessible to the maximum extent feasible.

4. The City shall use best efforts to install or repair each requested Accessible curb ramp within nine months of the submission of the request. This requirement includes all requests for Accessible curb ramps pending on the Effective Date of this Consent Decree. Where Installing or Remediating a curb ramp in response to a request would be Technically Infeasible, the City will Remediate the ramp to the maximum extent feasible. Curb Ramp Requests shall be fulfilled in the order received, unless otherwise previously scheduled as part of planned capital improvement or street resurfacing projects.

5. To assist the City in planning to respond to Curb Ramp Requests submitted throughout each year of the Term of the Consent Decree, prior to the beginning of that year, the City will budget the Curb Ramp Request System to Install or Remediate 100 Compliant Curb Ramps per calendar year. This number is not a limit on the City's obligation to comply with Sub-sections F.1-F.4, above. In the event the City receives insufficient requests in a given year, additional Accessible curb ramps will be Installed and Remediated with the budgeted funds. The City will institute an annual review of the Curb Ramp Requests in order to reprogram funds for Installation of other Accessible Curb Ramps if insufficient requests are being received, and to determine whether funding should be allocated for installing more than 100 requested Accessible Curb Ramps in the following year.

6. By no later than 30 business days after the Effective Date, the City shall update its current website to describe the methods for making Curb Ramp Requests and the process and timeline for fulfilling those Requests. The City shall also continue to provide

outreach and education to the public about its efforts to comply with the ADA, including as outlined within the provisions of this Consent Decree.

G. Maintenance

1. Throughout the Term of the Consent Decree, the City shall maintain all Accessible curb ramps over which it has responsibility, ownership, and control so that those facilities are readily accessible to and usable by persons with Mobility Disabilities, except for isolated or temporary interruptions in access due to maintenance or repairs.

2. In circumstances where Accessible curb ramps are not available due to construction, maintenance, or repairs, the City shall provide an accessible alternative route.

3. Within six months of the Effective Date, the City shall commence a public education initiative to educate the public of the necessity for timely removal of snow and other debris from curb ramps, and from sidewalks that provide access to bus stops. This initiative will be re-engaged annually, at a minimum, as a reminder to the public prior to the snow season. The City will also use best efforts to ensure timely removal of such snow and debris using City personnel and equipment.

H. Annual Reporting

1. On an annual basis and by the end of the second quarter of each year of the Consent Decree, the City will provide a written Annual Report to Class Counsel regarding the status of the City's compliance with the terms of the Consent Decree. The Annual Report shall include summary information detailing the number of Accessible curb ramps Installed and Remediated and their locations, and the number and locations of Accessible curb ramps Installed and Remediated via the Curb Ramp Request System. In conjunction with the Annual Report, the City shall provide access to the following information via the City's GIS database:

a. Detailed information demonstrating the number and locations of curb ramps Installed or Remediated by the City, its contractors, or third parties in the preceding calendar year, including links to view the design data, photographs, and sign-offs for each completed ramp;

b. Documentation demonstrating locations where ramps have been Installed and Remediated to the maximum extent feasible, or were not Installed, due to Technical Infeasibility or Structural Impracticability; and

c. Documentation showing the number ramps requested via the Curb Ramp Request System and respective response times from notification of receipt of request through time of Accessible curb ramp Installation or Remediation, with links to the completed ramps in the GIS database.

2. Additionally, the City shall ensure that Plaintiffs have access to the GIS Database upon Plaintiffs' reasonable request throughout the Term of the Consent Decree.

3. Within thirty (30) calendar days of City's issuance of the Annual Report to Class Counsel, if so needed, Class Counsel may request to meet with the City in person or via telephone to discuss the City's efforts to implement the Consent Decree and attempt to resolve any disputes.

I. Dispute Resolution

1. Meet and Confer Obligation

If any Party believes that a dispute exists relating to any violation of or failure to perform any of the provisions of the Consent Decree ("Dispute"), it shall notify the other Party in writing and describe the alleged violation or failure to perform with particularity. The Party alleged to have committed the violation or failure to perform shall provide a written response within fifteen

(15) business days of receipt of such notice, and shall have a period of forty-five (45) days, from receipt of notice from the other Party that they have violated or failed to perform, to cure the alleged violation or failure to perform. If the Party alleging a violation or failure to perform maintains that the violation or failure to perform has not been cured, the Parties shall meet and confer, in person or by telephone, and attempt to resolve the dispute on an informal basis for a period of no more than thirty (30) days following the expiration of the time to cure the alleged violation, unless the Parties mutually agree to an extension.

2. Mediation Obligation

If the Parties are unable to resolve a Dispute through the meet and confer process described in the prior section, the Parties shall mediate in an effort to resolve the matter. The Parties shall have thirty (30) days to jointly select a mediator. The mediation shall be conducted in the manner determined by the mediator, and the Parties shall engage in good faith efforts to resolve the Dispute through such mediation.

3. Consent Decree Enforcement Following Mediation

If the Parties are unable to resolve a Dispute regarding either Party's performance under the Consent Decree through the mediation process described in the prior Section, either Party may provide the other with written notice of its intent to enforce the Decree. Thereafter, either Party may file a motion with the District Court to enforce the Decree.

4. Governing Law

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

VI. MONETARY RELIEF

A. Named Claimant Payments

In exchange for the Release of Claims set forth in Section VII below, and for all services they rendered to the Class, and conditioned upon the District Court granting Final Approval of the Consent Decree as well as Plaintiffs' application for service awards to the named Plaintiffs in the amounts set forth in this Section, within sixty (60) days of the Effective Date, the City will pay each Named Plaintiff $5,000. These payments shall be in full and final settlement of Named Plaintiffs' claims that are being released.

B. Attorneys' Fees, Expenses and Costs

1. Attorneys' Fees, Expenses and Costs Up to the Effective Date

Within sixty (60) days of the Effective Date, and conditioned upon the District Court granting Final Approval of the Consent Decree as well as Plaintiffs' application for an award of attorneys' fees, expenses, and costs in the amounts set forth in this Section, the City shall deliver payment in the amount of $279,666 for attorneys' fees through October 31, 2017, plus $40,000 for attorneys' fees for the period November 1, 2017 to the Effective Date, and a maximum not to exceed amount of $15,000 for expenses, for the full amount of their reasonable attorneys' fees, costs, and expenses in connection with this matter incurred up to the Effective Date. No additional amounts shall be owed to Plaintiffs or Class Counsel in attorney's fees, expenses, or costs for time or expenses incurred up to the Effective Date.

2. Attorneys' Fees, Expenses and Costs for Implementing the Consent Decree

Subject to the following terms, the City shall pay Class Counsel their reasonable attorneys' fees, expenses, and costs incurred between the Effective Date and the expiration of the

Term of the Consent Decree for performing all work reasonably necessary to monitor, implement, and administer the Consent Decree.

a. Annual Reasonable Attorneys' Fees

i. Plaintiffs will be entitled to their reasonable attorneys' fees, expenses, and costs arising from legal work performed in connection with implementation and enforcement of this Consent Decree, and any Dispute Resolution arising therefrom (except as provided below). Plaintiffs' fees, expenses, and costs will be capped at $480,000 for the entire Term of this Consent Decree, and Plaintiffs will not request reimbursement and the City will not be required to pay more than $40,000 annually for legal work performed in any single year of the Consent Decree ("the Annual Fees Cap"). Notwithstanding the Annual Fees Cap, the following shall apply: a) in year one and year two of the Term of the Consent Decree, the individual Annual Fees Cap may be combined for use in either year one or year two, provided that no more than $80,000 is spent for Plaintiffs' fees, costs and expenses for those two years collectively; b) where Plaintiffs' fees, costs and expenses are less than the Annual Fees Cap, the remainder amount of Annual Fees Cap will be set aside ("Banked Remainder") for use in a subsequent year of this Consent Decree when Plaintiffs' fees, costs and expenses may exceed the Annual Fees Cap (there will be no cap on the amount of "Banked Remainder" that may be accrued); and c) the Annual Fees Cap and the Banked Remainder available for use in any given year shall be no more than $100,000 (*e.g.*, $40,000 Annual Fees Cap plus up to $60,000 of any Banked Remainder, with any unused portion of the Banked Remainder being available for use in future years).

ii. On a quarterly basis during the Term of the Consent Decree, Counsel for Plaintiffs shall submit to the City a statement of reasonable attorneys' fees,

expenses, and costs incurred during the prior quarter for performing all work reasonably necessary to monitor, implement, and administer the Consent Decree, including reviewing the Annual Report for confirmation that the City has met its obligations under this Agreement. Each statement submitted to the City pursuant to this Consent Decree shall be supported by a description of services by date and by biller.

iii. The City shall review each statement submitted, and shall pay those amounts it determines in good faith were reasonably incurred by Counsel for Plaintiffs within 60 days of the date the City receives each such statement. Any objections or Disputes regarding the statement shall be handled pursuant to the Dispute Resolution procedure.

3. Attorneys' Fees, Expenses, and Costs Arising from Dispute Through Court Motion

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

VII. RELEASE OF CLAIMS

A. Release of Claims for Equitable, Non-Monetary Relief

Effective upon entry of judgment on Final Approval of the Consent Decree by the District Court and in consideration for the City's commitments set forth in the Consent Decree, each of the Plaintiffs and Class Members, on behalf of themselves and their respective heirs, assigns, successors, executors, administrators, agents, and representatives ("Releasing Parties") will, upon the Effective Date, fully and finally release, acquit, and discharge the City from any and all claims, allegations, demands, charges, complaints, actions, lawsuits, rights, liabilities, losses, injuries, obligations, disputes and causes of action of any kind, and whether known or unknown, suspected or unsuspected, asserted or unasserted, or actual or contingent, for injunctive, declaratory, or other non-monetary relief, however described, that were brought, could have been brought, or could be brought now or in the future by the Releasing Parties relating to or arising from any of the City's alleged actions, omissions, incidents, or conduct related to the installation, remediation, repair, or maintenance of curb ramps in the City's pedestrian right of way at any time prior to the Effective Date and through the end of the Term of the Agreement (the "Released Claims"). Such Released Claims, however, shall not include any claims to enforce the terms of the Consent Decree, any claims for relief arising from the City's violation of any term of the Consent Decree, or any claims related to monetary damages, personal injuries, or property damage, except as set forth below. Such Released Claims also shall not include any claims based on or arising from missing or non-Compliant curb ramps that remain in existence after the expiration of the Term of the Consent Decree.

B. Release of Claims Excludes Sidewalks

As explained in the Recitals above, the releases contained herein only cover curb ramps on the City's street segments with Pedestrian Walkways and do not apply to components of the City's sidewalk system other than curb ramps. The Plaintiffs and Class Members do not release any claims relating to components of the City's sidewalk system other than curb ramps.

C. Release of Named Plaintiffs' Damages Claims

In addition to the Released Claims, the Named Plaintiffs also release the City from any and all claims arising at any time prior to the Effective Date for monetary relief relating to or arising from any of the City's alleged actions, omissions, incidents, or conduct related to the installation, remediation, repair, or maintenance of curb ramps in the City's pedestrian right of way.

VIII. MISCELLANEOUS PROVISIONS

A. Exclusions

1. Oregon Department of Transportation (ODOT), Multnomah County, TriMet, railroad agencies, and privately owned or maintained roadways do not fall within the scope of this Consent Decree. They have no obligations under this Decree, and Plaintiffs and class members release no claims against these entities.

2. The Release of Claims also excludes bus stops where no sidewalk is present. Plaintiffs do not release any claims concerning the absence of a curb ramp at such locations.

B. Authority

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

C. Execution by Facsimile and in Counterparts

This Consent Decree may be executed by the Parties in separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same agreement. Facsimile and PDF signatures shall be accepted as originals.

D. Force Majeure

The obligations of the City with respect to Installing or Remediating Accessible Curb Ramps at a particular location may also be postponed if the postponement is caused by or attributable to a force majeure (that is, due to acts of God, war, government regulations (other than regulations by the City), terrorism, disaster (including power outages), strikes, civil disorder, government declared fiscal emergency, an emergency beyond the City's control that make it illegal or impossible for the City to perform construction, alteration, or repair work). Under this provision, the City's obligations may be tolled for the period of the force majeure's effect.

E. Media Communications Regarding Settlement

After the full execution of this Consent Decree, the Parties and their respective counsel may issue a press release and discuss the settlement set forth in this Decree but will use their best efforts to refrain from disparaging the other Parties or their counsel in connection with the settlement and the matters set forth in this Consent Decree.

IX. SETTLEMENT APPROVAL PROCESS

A. Court Approval

This Consent Decree will be subject to approval by the District Court. However, nothing in this Consent Decree will be deemed to authorize the District Court to change or modify any of its terms. Any change, modification or rejection of any of the provisions of this Consent Decree

by the District Court or any other court will constitute a material modification of this Consent Decree, will prevent the Judgment from becoming Final, and will give any Party the right to terminate this Consent Decree in its entirety.

B. Preliminary Approval by the District Court

Within 10 days of circulating the fully executed Consent Decree, the Plaintiffs will file their Complaint. The Parties will then jointly move the court for preliminary approval of this Consent Decree, conditional certification of the Settlement Class, appointment of Class Counsel and the Named Plaintiffs to represent the Settlement Class, and approval of the form and content of notice (substantially in the form attached to this Consent Decree as Exhibit B) and a plan for distribution of notice to the Settlement Class. Along with their joint motion for preliminary approval, the Parties will submit the proposed Preliminary Approval Order attached to this Consent Decree as Exhibit A (the "Preliminary Approval Order.")

C. No Opt-Out

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

D. Notice to the Settlement Class

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

1. Within thirty (30) days after the District Court has issued the Preliminary Approval Order, the City will cause Notice of the Settlement to be published once each week for four (4) consecutive weeks in The Portland Tribune. The City will also cause Notice of the Settlement to be published in additional publications as the District Court may order.

2. The Notice will include the terms required by the District Court, which are anticipated to be as follows: (i) a brief statement of the *Hines* Action, the settlement embodied in this Consent Decree, and the claims released by the Settlement Class; (ii) the date and time of the Fairness Hearing and/or Final Approval Hearing of the proposed Consent Decree; (iii) the deadline for submitting objections to the proposed Consent Decree; and (iv) the web page, address, and telephone and fax numbers that may be used to obtain a copy of the Notice of Settlement. The City will pay the costs for the publication of the Notice.

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

4. Within ten (10) days after the District Court has issued the Preliminary Approval Order, Class Counsel will cause a copy of the Notice of Settlement to be provided (via email or U.S. Mail) to the organizations listed on Exhibit C to this Consent Decree.

5. Within 20 days after the District Court has issued the Preliminary Approval Order, each firm making up Class Counsel will post on its website a copy of the Notice of Settlement in English, Spanish, Chinese, and Vietnamese. In addition, the websites will provide information about how Settlement Class Members may obtain a copy of the Consent Decree. All pages or content on the websites that are part of the process for accessing the information in the notice will comply with WCAG.

E. Additional Settlement Motions

Prior to the Fairness Hearing, and as directed by the District Court, Plaintiffs will file a motion for an award of attorneys' fees, expenses and costs, and service awards to the named Plaintiffs consistent with the terms of this Consent Decree. The Parties will also file a joint motion requesting that the District Court schedule and conduct a Fairness Hearing to decide whether Final Approval of the Consent Decree will be granted, as set forth in Section IX.F, below.

F. Fairness Hearing

At the Fairness Hearing, the Parties will jointly move for entry of the Judgment (substantially in the form as attached to this Consent Decree as Exhibit D) providing for: (i) Final Approval of this Consent Decree as fair, adequate, and reasonable; (ii) final certification of the Settlement Class for settlement purposes only; (iii) final approval of the form and method of notice of the Judgment to the Settlement Class; (iv) final approval of the appointment of Class Counsel for the Settlement Class; (v) final approval of the appointment of Plaintiffs as class representatives of the Settlement Class; (vi) final approval of the release of the City from the Released Claims; (vii) final approval of an order that the Settlement Class members will be enjoined and barred from asserting any of the Released Claims against the City following entry

of Judgment and up to and including the completion of the Term; (viii) the Parties and all members of the Settlement Class to be bound by the Judgment; and (ix) the District Court's retention of jurisdiction over the Parties to enforce the terms of the Judgment throughout the Term of this Consent Decree.

G. Objections to the Consent Decree

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

1. Any Settlement Class member may object to this Consent Decree by filing, within forty-five (45) calendar days of the commencement of the issuance of the Notice to the Settlement Class, written objections with the District Court, with a copy of such objections served concurrently on Class Counsel by messenger delivery, FedEx or other overnight carrier delivery or by First Class U.S. Mail delivery and/or appearing at the Court's Fairness Hearing and speaking to the Court.

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

3. Responses by Class Counsel and/or the City to any timely-filed objections may be filed with the District Court no less than five (5) days before the Fairness Hearing, or as otherwise ordered by the Court.

H. Additional Steps

The Parties will take all procedural steps regarding the Fairness Hearing that may be requested by the District Court and will otherwise use their respective best efforts to consummate the settlement embodied in this Consent Decree, and to obtain approval of this Consent Decree, and entry of the Judgment.

I. Final Approval

1. The Parties agree that, upon Final Approval the District Court will enter the Judgment under Rule 54(b) of the Federal Rules of Civil Procedure (substantially in the form attached to this Consent Decree as Exhibit "D") dismissing the *Hines* Action with prejudice, subject to the District Court retaining jurisdiction to resolve any Dispute regarding compliance with this Consent Decree that cannot be resolved through the Dispute Resolution Process set forth above, and to rule on Plaintiffs' motion for reasonable attorneys' fees and costs pursuant to Section VI.E.

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

3. Should the District Court deny the Parties' request to enter the Judgment, should this Consent Decree not receive Final Approval by the District Court for any reason, or should this Consent Decree not become Final for any reason in accordance with its terms: (i) this Consent Decree will be null and void and of no force and effect; (ii) nothing in this Consent Decree will be deemed to prejudice the position of any of the Parties with respect to any matter; and (iii) neither the existence of this Consent Decree, nor its contents, will be admissible in

evidence, referred to for any purpose in any litigation or proceeding, or be deemed an admission by the City of any fault, wrongdoing or liability.

J. Effect of Final Approval Order

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

X. NOTICES

For Plaintiffs:

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For the City of Portland:

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Portland, OR 97204
503-823-4047

Tracy Reeve, City Attorney
Tracy.Reeve@portlandoregon.gov
J. Scott Moede, Chief Deputy City Attorney
Scott.Moede@portlandoregon.gov

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:

DATED: May 16, 2018 THE CITY OF PORTLAND

By: _____

Its: Commissioner-in-Charge
Portland Bureau of Transportation

DATED: March 29, 2018 By: __s/Allen Hines_____

Allen Hines

DATED: March 28, 2018 By: __s/Tess Raunig_____

Tess Raunig

DATED: March 23, 2018 By: __s/CaroleZoom_____

CaroleZoom

DATED: March 27, 2018

CIVIL RIGHTS EDUCATION AND ENFORCEMENT CENTER

By: s/Timothy Fox

Timothy Fox, Esq.

Attorneys for Plaintiffs/Class

DATED: March 28 2018

GOLDSTEIN BORGEN DARDARIAN & HO

By: s/Linda M. Dardarian

Linda M. Dardarian

Attorneys for Plaintiffs/Class

DATED: March 27, 2018

PORTLAND CIVIL RIGHTS LAW OFFICE

By: Zack Duffly

Zack Duffly

Attorneys for Plaintiffs/Class

DocuSign Envelope ID: 756DBD8D-E809-47E1-A80F-E747A3754E41

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Tracy Reeve, City Attorney
Tracy.Reeve@portlandoregon.gov
J. Scott Moede, Chief Deputy City Attorney
Scott.Moede@portlandoregon.gov

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:

DATED: 5/16, 2018 THE CITY OF PORTLAND

By: _____

Its: Commissioner-in-Charge Portland Bureau of Transportation

DATED: 3/29/2018, 2018 By: DocuSigned by: Allen Hines 589C0521BE11433...
Allen Hines

DATED: 3/28/2018, 2018 By: DocuSigned by: Tess Raunig 409BF5E436564B2...
Tess Raunig

DATED: 3/23/2018, 2018 By: DocuSigned by: 6D9EC6E74DB94F9...
CaroleZoom

DATED: March 27, 2018 CIVIL RIGHTS EDUCATION AND ENFORCEMENT CENTER

By: _____
Timothy Fox, Esq.

Attorneys for Plaintiffs/Class

DATED: _____, 2018 GOLDSTEIN BORGEN DARDARIAN & HO

By: _____
Linda M. Dardarian

Attorneys for Plaintiffs/Class

DATED: _____, 2018 PORTLAND CIVIL RIGHTS LAW OFFICE

By: _____
Zack Duffly

Attorneys for Plaintiffs/Class

DATED: _____, 2018 CIVIL RIGHTS EDUCATION AND ENFORCEMENT CENTER

By: _____
Timothy Fox, Esq.

Attorneys for Plaintiffs/Class

DATED: March 28, 2018 GOLDSTEIN BORGEN DARDARIAN & HO

By: Linda M. Dardarian
Linda M. Dardarian

Attorneys for Plaintiffs/Class

DATED: March 27, 2018 PORTLAND CIVIL RIGHTS LAW OFFICE

By: _____
Zack Duffy

Attorneys for Plaintiffs/Class

EXHIBIT A

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Attorneys for Defendant
(Additional Defendant's attorneys listed on the following page)

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

PORTLAND DIVISION

ALLEN HINES, TESS RAUNIG, and CAROLEZOOM, on behalf of themselves and all others similarly situated, Plaintiffs, vs. CITY OF PORTLAND, Defendant.	Case No.: **CLASS ACTION** [PROPOSED] ORDER (1) GRANTING PRELIMINARY APPROVAL OF SETTLEMENT; (2) GRANTING CERTIFICATION OF SETTLEMENT CLASS; (3) DIRECTING NOTICE TO THE CLASS; AND (4) SETTING DATE FOR FAIRNESS HEARING

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**Pro hac vice* motion to be filed

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Seattle, WA 98101
206-245-1700

Attorneys for Defendant

ORDER

The Parties have applied to the Court for an order preliminarily approving the settlement of this action in accord with the Proposed Consent ("Decree"), which sets forth the terms and conditions of a proposed settlement and dismissal of the action with prejudice, with the Court retaining jurisdiction to enforce the Decree throughout its term. Having read the papers submitted and carefully considered the arguments and relevant legal authority, and good cause appearing, the Court GRANTS the Parties' Joint Motion for Preliminary Approval of Class Action Settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

This Court grants the Parties' Joint Motion for Class Certification, certifying a class for declaratory and injunctive relief. The Court finds, for purposes of settlement only, and conditioned upon the entry of this Order and the Final Judgment and Order Approving Settlement, that the requirements of Rule 23 of the Federal Rules of Civil Procedure are met by the Settlement Class: (a) joinder of all Settlement Class Members in a single proceeding would be impracticable, if not impossible, because of their numbers and dispersion; (b) there are questions of law and fact common to the Settlement Class; (c) Plaintiffs' claims are typical of the claims of the Settlement Class that they seek to represent for purposes of settlement; (d) Plaintiffs have fairly and adequately represented the interests of the Settlement Class and will continue to do so; (e) Plaintiffs and the Settlement Class are represented by qualified, reputable counsel who are experienced in preparing and prosecuting class actions, including those involving the sort of practices alleged in the Complaint; and (f) the City acted or refused to act on grounds that apply generally to the Settlement Class, so that final declaratory and injunctive relief is appropriate to the Settlement Class. Accordingly, the Court hereby certifies the proposed

settlement class pursuant to Federal Rule of Civil Procedure 23(a) and (b)(2), and appoints named Plaintiffs and their counsel as representatives of the Settlement Class.

2. The Court hereby preliminarily approves the Decree. The Court finds on a preliminary basis that the Decree is fair, adequate and reasonable to all potential Class Members. It further appears that extensive evaluation of the merits has been conducted such that Counsel for the Parties are able to reasonably evaluate their respective positions. It also appears to the Court that settlement at this time will avoid substantial additional costs to all Parties, as well as avoid the delay and the risks presented by further prosecution of issues either in the current or separate litigation proceedings which are addressed by the Decree. It further appears that the Decree has been reached as the result of good faith, prolonged, serious, and non-collusive arms-length negotiations.

3. The Court hereby approves, as to form and content, the proposed Notice, attached as Exhibit B to the Decree. The Court finds that the distribution of the Notice in the manner and form set forth in the Decree meets the requirements of due process and Federal Rules of Civil Procedure 23(c)(2) and 23(e). This Notice is the best practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Parties shall submit declarations to the Court as part of their Motion for Final Approval of the Class Action Settlement confirming compliance with the notice provisions of the Decree.

4. A hearing on final approval of the Decree ("Fairness Hearing") shall be held before the Court on a date to be set by the Court to determine all necessary matters concerning the Decree, including whether the proposed Decree's terms and conditions are fair, adequate, and reasonable, and whether the Decree should receive final approval by the Court, as well as to rule

on Class Counsel's motion requesting an award of reasonable attorneys' fees, costs and expenses.

5. Objections by Class Members may be submitted to Class Counsel no later than forty-five (45) calendar days after notice by newspaper publication has begun. Any Settlement Class Member may object to any aspect of the proposed Decree either on his or her own or through an attorney hired at his or her expense. Any Settlement Class Member who wishes to object to the proposed Decree may serve on Class Counsel a written statement of objection no later than forty-five (45) calendar days after notice by newspaper publication has begun (the "Objection Deadline"). Such statement should include: (a) the name, address, and, if available, telephone number and e-mail address of the Class Member objecting and, if represented by counsel, of his or her counsel; (b) a statement of the Class Member's objections; and (c) a statement of his or her membership in the Settlement Class.

6. Any Class Member who wishes to object to the proposed Decree may also present objections at the Fairness Hearing.

7. The procedures and requirements for filing objections in connection with the Fairness Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Members' objection to the Decree, in accordance with the due process rights of all Settlement Class Members.

8. Class Counsel shall provide copies of any objections to Defendant's counsel within two (2) court days of receipt. Class Counsel shall also file any objections with the Court no less than ten (10) calendar days before the Fairness Hearing.

9. Pending the Fairness Hearing, all proceedings in this Action, other than proceedings necessary to carry out and enforce the terms and conditions of the Decree and this

Order, are hereby stayed. Additionally, the Court enjoins all Settlement Class Members from asserting or maintaining any claims to be released by the Decree until the date of the Fairness Hearing.

10. In accordance with the above, the Court adopts the following schedule:

a. Within ten (10) calendar days after entry of the Order Granting Preliminary Approval, Class Counsel shall mail, via U.S. mail and/or email, the Notice in the form of Exhibit B to the Decree to all organizations identified in Exhibit C to the Decree.

b. Within twenty (20) calendar days after entry of the Order Granting Preliminary Approval, Notice in the form of Exhibit B to the Decree shall be posted by Class Counsel on a case-specific website established by Class Counsel. The City shall post the Notice on the City of Portland's official website, where it shall remain posted for four (4) consecutive weeks.

c. Commencing within thirty (30) calendar days after entry of the Order Granting Preliminary Approval, the City shall cause to be published Notice in the form of Exhibit B to the proposed Decree in The Portland Tribune once each week for four (4) consecutive weeks.

d. Each Class Member shall be given a full opportunity to object to the proposed Settlement and Class Counsel's request for an award of reasonable attorneys' fees, expenses, and costs, and to participate at the Fairness Hearing. Any Class Member seeking to object to the proposed Settlement may submit an objection to Class Counsel in writing, via regular or electronic mail, or by leaving a message with their objection via telephone on any toll free number established by Class Counsel, or may appear at the Fairness Hearing to make the objection, as set forth hereinabove.

e. Fourteen (14) calendar days prior to the objection deadline, Plaintiffs shall file a Motion for an Award of Reasonable Attorneys' Fees, Expenses, and Costs. The hearing on that Motion shall be concurrent with the Fairness Hearing.

f. The Parties shall file a Joint Motion for Final Approval and may respond to objections, if any, no later than five (5) calendar days prior to the Fairness Hearing. All parties shall file statements of compliance with notice requirements.

g. The Fairness hearing shall be held on _____, 2018 at _____ o'clock in Courtroom _____ of the above-referenced Court.

11. In the event the Court does not grant final approval of the Settlement, or for any reason the Parties fail to obtain a Final Judgment and Order Approving Settlement as contemplated by the Decree, or the Decree is terminated pursuant to its terms for any reason or the Effective Date does not occur for any reason, then the Decree and all orders and findings entered in connection with the Decree and the Settlement shall become null and void and be of no further force and effect whatsoever, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in this or any other proceeding.

This Order shall not be construed or used as an admission, concession, or declaration by or against the City of any fault, wrongdoing, breach, or liability. It shall not be deemed to be a stipulation as to the propriety of class certification, or any admission of fact or law regarding any request for class certification, in any other action or proceeding, whether or not involving the same or similar claims.

Nor shall this Order be construed or used as an admission, concession, or declaration by or against Plaintiffs or the other Settlement Class Members that their claims lack merit or that the

relief requested is inappropriate, improper, or unavailable, or as a waiver by any Party of any defenses or claims he, she, or it may have in the Action or in any other proceeding.

IT IS SO ORDERED.

Dated: _____

_____
United States District Judge

EXHIBIT B

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

ATTENTION: ALL PERSONS WITH A MOBILITY DISABILITY: If you have used, or attempted to use, Portland pedestrian rights-of-way and have encountered corners on sidewalks or other pedestrian walkways that were missing curb ramps, or curb ramps that were damaged, in need of repair, or otherwise in a condition not suitable or sufficient for use ("Non-Compliant Curb Ramps"), 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, as defined by the ADA, which limits a person's ability to walk, ambulate, maneuver around objects, or 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 their navigation along a pedestrian walkway, 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 Portland. The class action settlement ("Settlement Agreement"), which must be approved by the United States District Court, was reached in the case entitled *Hines, et al. v. City of Portland,* No. _____, pending in the United States District Court for the District of Oregon.

BASIC INFORMATION

This lawsuit alleges that the City of Portland ("City") violated federal disability access laws by allegedly failing to ensure that its pedestrian right of way contains curb ramps that are necessary to ensure that the pedestrian right of way is accessible to individuals with Mobility Disabilities. The City denies these allegations and disputes that it has any liability or committed any wrongdoing.

This is a class action. In a class action, one or more people or organizations, called Class Representatives (in this case Allen Hines, Tess Raunig, and CaroleZoom ["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 _____ 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 residents of and/or visitors to the City of Portland) with any Mobility Disability, who, at any time prior to court judgment granting final approval to this Agreement have been denied full and equal access to the City's pedestrian right of way due to the lack of a curb ramp or a curb ramp that was damaged, in need of repair, or otherwise in a condition not suitable or sufficient for use.

SUMMARY OF THE PROPOSED SETTLEMENT AGREEMENT

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

The Settlement Agreement (which is called a "proposed Consent Decree") requires the City of Portland to make widespread accessibility improvements by installing and remediating Non-Compliant Curb Ramps, beginning in 2018, and continuing for the next 12 years.

The Agreement commits the City to ensure the Installation or Remediation of an average of 1,500 Accessible curb ramps each calendar year for 12 years, including those curb ramps requested by persons with Mobility Disabilities. Under the Agreement, the City will survey all corners in the pedestrian right of way to determine where curb ramps are missing or are inaccessible and need to be installed or remediated. The City will create a Transition Plan that will include a schedule for Accessible curb ramp Installation and Remediation consistent with the survey results and the prioritization required by the ADA. The Portland Bureau of Transportation also will have an Americans with Disabilities Act Technical Advisor to assist in developing and implementing the work required by the Agreement.

The Agreement also commits the City to continue to maintain a system through which people with Mobility Disabilities may submit requests for installation of accessible curb ramps and remediation of inaccessible curb ramps. The City will use its best efforts to remediate or install each requested accessible curb ramp within nine months of the request, except in very limited circumstances.

The Agreement also includes provisions for the Class Representatives and Class Counsel (identified below) to monitor the City's compliance with the terms of the Agreement and requires the City to issue annual reports documenting the installation and remediation of curb ramps under the Agreement.

RELEASE OF CLAIMS

The Settlement Agreement resolves and releases through the 12-year term of the Settlement Agreement, all claims for injunctive, declaratory, or other non-monetary relief that were brought, could have been brought, or could be brought in the future relating to or arising from any of the City's alleged actions, omissions, incidents, or conduct related to the installation, remediation, repair, or maintenance of curb ramps in the City's pedestrian rights-of-way. The

Settlement Agreement does not provide for any monetary relief to the Settlement Class, and it does not release any monetary claims that Settlement Class members may have.

REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES

The settlement class is represented by Goldstein, Borgen, Dardarian & Ho and the Civil Rights Education and Enforcement Center ("Class Counsel"). The City will pay Class Counsel their reasonable attorneys' fees, expenses, and costs of $334,666 subject to the approval by the Court. Class Counsel shall also be entitled to reasonable attorneys' fees and costs for monitoring the City's compliance with the Settlement Agreement as set forth in the Settlement Agreement. Plaintiffs' fees, expenses, and costs for monitoring will be capped at $480,000 for the entire term of the Agreement, and Plaintiffs will not request reimbursement and the City will not be required to pay more than $40,000 annually for legal work performed in any single year of the Agreement, except in limited and specified circumstances. Notwithstanding the fee provisions of the Settlement Agreement, all fees awarded to Class Counsel must be first approved by the Court.

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 litigation of these issues, the expense and length of litigation, and actual and possible appeals.

THE COURT'S FINAL APPROVAL/FAIRNESS HEARING

The Court has preliminarily approved the Settlement Agreement, and has scheduled a hearing for [insert date, time, and location] to decide whether the proposed settlement is fair, reasonable, and adequate, and should be finally approved. Although you are not required to attend, as a Settlement Class Member, you have the right to attend and be heard at this hearing, as specified in the next section below. At the hearing, the Court will consider any objections to the settlement. Judge _____ 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 evaluate the agreed upon amount to award Class Counsel as reasonable attorneys' fees, costs and litigation expenses. We do not know how long this decision will take.

This hearing date is subject to change without further notice. If you wish to be informed of any changes to the schedule, please notify Class Counsel at the addresses listed in the next section below. You may also check www._____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. If you submit an objection, you do not have to come to the Final Approval Hearing to talk about it. If you plan on speaking at the Final Approval

Hearing, please indicate in your objection that you plan to do so. If you do not submit an objection prior to the deadline, you might not be provided an opportunity to speak to the District Court about your objection at the Final Approval Hearing.

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

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

All objections must be submitted or postmarked on or before [date].

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

All oral objections must be made by leaving a message at the following toll-free number: 1-888-461-9191.

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

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

You may, but are not required to, appear at the Final Approval Hearing scheduled for [insert date, time, and location] 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._____ 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 District of Oregon, 1000 S.W. Third Avenue, Portland, OR 97204, between 8:30 a.m. and 4:30 p.m., Monday through Thursday, and 9:30 a.m. to 4:30 p.m. on Fridays, excluding Court holidays.

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

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

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

Zack Duffly
Portland Civil Rights Law Office
P.O. Box 82544
Portland, OR 97282
(503) 893-4360

Class Members may also contact Class Counsel at the following toll-free number, 1-888-461-9191, to obtain further information about the settlement or settlement documents.

Please do not direct questions to the District Court.

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

EXHIBIT C

Portland Organizations Serving Individuals with Mobility Disabilities

American Association of People with Disabilities
www.aapd.com
Association of Oregon Centers for Independent Living
www.aocil.org

Community Vision
1750 SW Skyline Boulevard, Suite 102
Portland, OR 97221
(503) 292-4964
www.cvision.org

Connecting Communities Coalition
c/o PHC Northwest
5312 NE 148th Ave
Portland, OR 97230
jan.d.campbell@multco.us
info@thecccoalition.org

Disability Rights Oregon
610 SW Broadway, Suite 200
Portland, OR 97205
(503) 243-2081
www.droregon.org

Elders in Action Commission
www.eldersinaction.org
(503) 235-5474
barbara@eldersinaction.org

Family and Community Together (FACT)
13455 SE 97th Avenue
Clackamas, OR 97015
(888) 988-FACT (3228)
http://factoregon.org/

Independent Living Resources
1839 NE Couch Street
Portland, OR 973232
(503) 232-7411
www.ilr.org

Lewis & Clark College - Student Services
0615 SW Palatine Hill Rd.
MSC 112
Portland, OR 97219
(503) 768-7192
www.lclark.edu/offices/student_support_services/

Multnomah County Aging and Disability Services
421 SW Oak Street, Ste 510,
Portland, OR 97204
(503) 988-3646
TTY: (503) 988-3683
http://www.multco.us/ads

Multnomah County Developmental Disabilities Services
421 Oak Street, Suite 610
Portland, OR 97204
(503) 988-3658
VRS: (503) 988-3598
https://web.multco.us/dd

Multnomah County Disability Services Advisory Council
Central Office of ADS
421 SW Oak Street
Portland, Oregon
(503) 988-3646
julie.bergstrom@co.multnomah.or.us
http://web.multco.us/ads/disability-services-advisory-council-dsac

National Organization on Disability
http://www.nod.org/

Northwest ADA Center
(800) 949-4232
http://dbtacnorthwest.org/

On-the-Move Community Integration
4287 SE Division Street
Portland, OR 97206
(503) 287-0346
www.onthemovepdx.org

Oregon Commission for the Blind
535 SE 12th Ave
Portland, Oregon 97214
(971) 673-1588
http://www.oregon.gov/blind/pages/index.aspx

Oregon Council on Development Disabilities
4506 SE Belmont Street, Suite 101
Portland Oregon 97215
(503) 235-0369
http://ocdd.org/

Oregon Department of Human Services
Aging and People with Disabilities
500 Summer St. NE E12
Salem, OR 97301-1073
(503) 945-5811 or (503) 945-5921
spd.web@state.or.us
http://www.oregon.gov/DHS/spwpd/Pages/index.aspx

Oregon Disabilities Commission
500 Summer St. NE E12
Salem, OR 97301-1073
(503) 947-1136
Toll free/TTY: (800) 282-8096
info.odc@state.or.us

Oregon Spinal Cord Injury Connection
https://oregonsci.org/

Paralyzed Veterans of America
http://www.pva.org
(503) 362-7998
http://www.oregonpva.org/

Portland Commission on Disability
(503) 823-4938
Nickole.cheron@portlandoregon.gov
www.portlandoregon.gov/oehr/pcod

Portland Community College – Disability Services
12000 SW 49th Avenue
Portland, OR 97219
(971) 722-4341
www.pcc.edu/disability-services/

Portland State University – Disability Resource Center
116 Smith Memorial Student Union
1825 SW Broadway
Portland, OR 97201
(503) 725-4150
www.pdx.edu/drc/

Portland VA Medical Center
3710 SW U.S. Veterans Hospital Rd
Portland, OR 97239
(503) 220-8262 or (800) 949-1004
http://www.portland.va.gov/

Reed College – Disability Support Services
3203 SE Woodstock Boulevard
Portland, OR 97202
(503) 517-7921
www.reed.edu/disability_services/

Ride Connection
(503) 226-0700
http://www.rideconnection.org/

State Independent Living Council
http://www.oregon.gov/dhs/silc

Tri-Met Public Transportation
(503) 802-8200 or (503) 238-RIDE (7433)
http://www.trimet.org/

United Cerebral Palsy Association
http://www.ucp.org

United Cerebral Palsy of Oregon & South Washington
305 NE 102nd Avenue, Suite 100
Portland, OR 97220
(503) 777-4166
www.ucpaorwa.org

United Spinal Association
http://www.unitedspinal.org

EXHIBIT D

Zack Duffly (OR SBN 143109)
zack@pcrlo.org
PORTLAND CIVIL RIGHTS LAW OFFICE
PO Box 82544
Portland, OR 97282
503-893-4360
503-841-6117

Attorneys for Plaintiffs
(Additional Plaintiffs' attorneys listed on the following page)

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Linda.Law@portlandoregon.gov
Kenneth McGair OSB # 990148
Ken.McGair@portlandoregon.gov
PORTLAND CITY ATTORNEY'S OFFICE
1221 SW Fourth Avenue, Room 430
Portland, OR 97204
503-823-4047

Attorneys for Defendant
(Additional Defendant's attorneys listed on the following page)

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

PORTLAND DIVISION

ALLEN HINES, TESS RAUNIG, and CAROLEZOOM, on behalf of themselves and all others similarly situated, Plaintiffs, vs. CITY OF PORTLAND, Defendant.	Case No.: **CLASS ACTION** **[PROPOSED] FINAL JUDGMENT AND ORDER APPROVING CLASS ACTION SETTLEMENT**

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104 Broadway, Suite 400
Denver, CO 80203
303-757-7901

Attorneys for Plaintiffs
**Pro hac vice* motion to be filed

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1191 2nd Avenue, Suite 2000
Seattle, WA 98101
206-245-1700

Attorneys for Defendant

WHEREAS, on _____, 2018, the Court held a hearing (the "Fairness Hearing") to determine, among other things, whether the Settlement in this action by Defendant City of Portland ("the City") and Plaintiffs Allen Hines, Tess Raunig, and CaroleZoom ("Plaintiffs"), as set forth in the Consent Decree, a copy of which is attached hereto as Exhibit 1 (the "Consent Decree"), is fair, reasonable and adequate, such that an Order of final approval should be issued and a final judgment upon said Consent Decree should be entered by the Court,

WHEREAS, the Fairness Hearing was attended by the Parties, through their respective counsel of record in this action, and by such other individuals and entities as set forth in the record in this matter, and

WHEREAS, the Court has issued its Order giving final approval to the Parties' Settlement set forth in the Consent Decree after the Fairness Hearing,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Court, for the purposes of this Judgment, adopts the terms and definitions set forth in the Consent Decree.

2. The Court has jurisdiction over the subject matter of this action, the Plaintiffs, the Settlement Class, the Consent Decree, and the City.

3. The Court finds that the notice to the Settlement Class of the pendency of this action and of the proposed Settlement was disseminated by each of the means required under the Consent Decree and the Order of this Court dated _____, 2018, and was otherwise fully implemented.

4. The Court finds that such notice to the Settlement Class, as ordered and implemented, was reasonably calculated under the circumstances to apprise the Settlement Class

Members of the pendency of this action, all material elements of the proposed Settlement, and their opportunity (a) to submit written objections to or comments on the Settlement, and (b) to appear at the Fairness Hearing to object to or comment on the Settlement. The Notice of Settlement was reasonable and the best notice practicable to all Settlement Class Members and complied with the Federal Rules of Civil Procedure, due process, and all other applicable laws and rules. A full and fair opportunity has been afforded to the members of the Settlement Class to participate during the Fairness Hearing, and all other persons wishing to be heard have been heard. Accordingly, the Court determines that all members of the Settlement Class, as set forth below, are bound by this Judgment.

5. On _____ 2018, this Court appointed Plaintiffs Allen Hines, Tess Raunig, and CaroleZoom ("Plaintiffs") as class representatives of the Settlement Class, and appointed the following counsel as Class Counsel to represent the Settlement Class: (i) Goldstein Borgen Dardarian & Ho; (ii) Civil Rights Education and Enforcement Center; and (iii) Portland Civil Rights Law Office.

6. On _____, 2018, this Court provisionally certified the Settlement Class based on the findings in the Order of the same date. This Court finds that the Settlement Class continues to meet the requirements for class certification under the Federal Rules of Civil Procedure and all other applicable laws and rules.

7. In particular, the Court finds that: (a) joinder of all Settlement Class Members in a single proceeding would be impracticable, if not impossible, because of their numbers and dispersion; (b) there are questions of law and fact common to the Settlement Class; (c) Plaintiffs' claims are typical of the claims of the Settlement Class that they seek to represent for purposes of settlement; (d) Plaintiffs have fairly and adequately represented the interests of the Settlement

Class and will continue to do so; (e) Plaintiffs and the Settlement Class are represented by qualified, reputable counsel who are experienced in preparing and prosecuting class actions, including those involving the sort of practices alleged in the Complaint; and (f) the City acted or refused to act on grounds that apply to the Settlement Class, so that final declaratory and injunctive relief is appropriate to the Settlement Class.

8. Class certification is therefore an appropriate method for protecting the interests of the Settlement Class and resolving the common issues of fact and law arising out of the Plaintiffs' claims while also eliminating the risk of duplicative litigation. Accordingly, the Court hereby makes final its earlier provisional certification of the Settlement Class and further confirms the appointment of the Class Representatives and Class Counsel to represent the Settlement Class, as set forth above.

9. The Court grants final approval of the Settlement set forth in the Consent Decree and finds that it is fair, reasonable, adequate, and in the best interests of the Settlement Class as a whole.

10. The Court further finds that the City's Annual Commitment, which requires the installation or remediation of 18,000 curb ramps over the course of 12 years, as set forth in the Consent Decree is proper and reasonably calculated based on the available information to maintain and ensure accessibility of the pedestrian right of way located in the City of Portland to persons with Mobility Disabilities. Accordingly, the Settlement shall be consummated in accordance with the terms and conditions of the Consent Decree.

11. Objections to the Settlement are overruled for the reasons explained in the Court's accompanying findings.

12. The Class Representatives and all Settlement Class Members (and their respective heirs, assigns, successors, executors, administrators, agents and representatives) are conclusively deemed to have released and forever discharged the City from all Released Claims as set forth in the Consent Decree. All members of the Settlement Class are bound by this Judgment.

13. The benefits described in the Consent Decree are the only consideration, fees, costs and expenses that the City shall be obligated to give to any party or entity, including without limitation the Class Representatives, Settlement Class Members, and Class Counsel in connection with the claims released in the Consent Decree and/or the payment of attorneys' fees, costs and expenses in this action.

14. The Consent Decree and this Judgment are not admissions of liability or fault by the City, or a finding of the validity of any claims in this action or of any wrongdoing or violation of law by the City. The Consent Decree is not a concession by the Parties and, to the fullest extent permitted by law, neither this Judgment, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability of, or admission by the City.

15. Notwithstanding the foregoing, nothing in this Judgment shall be interpreted to prohibit the use of this Judgment to consummate or enforce the Consent Decree or Judgment, or to defend against the assertion of Released Claims in any other proceeding, or as otherwise required by law.

In accordance with the terms of the Consent Decree, which is attached hereto, the Court reserves exclusive and continuing jurisdiction over Plaintiffs, the Settlement Class Members, the City, and the Consent Decree throughout the term of the Consent Decree, for the sole purpose of

supervising the implementation, enforcement, construction, and interpretation of the Consent Decree and this Judgment. In that regard, any challenges to the Consent Decree's terms or implementation, whether under state or federal law, shall be subject to the exclusive and continuing jurisdiction of this Court.

IT IS SO ORDERED.

Dated: _____

_____
United States District Judge