

EXHIBIT A

**UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF NEW YORK**

**EASTERN PARALYZED VETERANS
ASSOCIATION n/k/a UNITED SPINAL
ASSOCIATION,**

Plaintiffs,

-against-

THE CITY OF NEW YORK,

Defendant.

94 CV 0435 (GBD) (KNF)

**CENTER FOR INDEPENDENCE OF THE
DISABLED, NEW YORK, a nonprofit
organization; DUSTIN JONES, an individual;
MYRNA DRIFFIN, an individual; on behalf
of themselves and all others similarly situated,**

Plaintiffs,

-against-

**THE CITY OF NEW YORK, NEW YORK
CITY DEPARTMENT OF
TRANSPORTATION, and POLLY
TROTTEBERG, in her official capacity as
Commissioner of the New York City
Department of Transportation,**

Defendants.

14 CV 5884 (GBD) (KNF)

**ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF
SETTLEMENT OF CLASS ACTION LAWSUITS**

The Parties have applied to the Court for an order finally approving the settlement of the two above-captioned Actions ("the Actions") in accord with the Settlement Agreement and

Release of Claims (“Agreement”), which sets forth the terms and conditions of a proposed settlement and dismissal of the Actions with prejudice, with the Court retaining jurisdiction to enforce the Agreement throughout its term. Having read the papers submitted and carefully considered the arguments and relevant legal authority, and good cause appearing, and upon the consent of Defendants, the Court GRANTS Plaintiffs’ Motion for Final Approval of Class Action Settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court hereby grants final approval of the Agreement. The Court finds that the Agreement is fair, adequate and reasonable to all known and potential Class Members.

2. It further appears to the Court that extensive evaluation of the merits has been conducted such that Counsel for the Parties were able to reasonably evaluate their respective positions. It also appears to the Court that settlement at this time will avoid 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 Agreement.

3. The Court has reviewed the relief granted by the Agreement and recognizes the significant value of the injunctive relief set forth therein.

4. It further appears to the Court that the Agreement has been reached as the result of good faith, extensive, serious, and non-collusive arms-length negotiations, including mediation sessions supervised by the Honorable Kevin N. Fox, the United States Magistrate Judge for the Southern District of New York. Counsel for the Parties have fully and aggressively litigated this matter, and the Agreement was informed by discovery, and was the result of the work of experienced and competent counsel. Accordingly, the Agreement resolves all issues involved in a

just and fair way for the Plaintiff Class.

5. The Court finds that the distribution of notice by all parties was done in a manner and form consistent with the Court's [DATE] Order Granting Preliminary Approval of Settlement of Class Action Lawsuit ("Preliminary Approval Order"), and meets the requirements of both due process and Rules 23(c)(2) and 23(e) of the Federal Rules of Civil Procedure. The notice provided was the best practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. Such notice was made available by the following means:

- a. Notice in the form of Exhibit B-1 to the Agreement ("Notice") was mailed via U.S. mail and/or email to all organizations identified in Preliminary Approval Order.
- b. Notice was posted on case-specific webpages of Class Counsel, and on the New York City Department of Transportation website, and remained posted in each location for six (6) consecutive weeks.
- c. A short form notice in the form of Exhibit B-2 to the Agreement, which provided a web address to the full Notice, was published twice in one major daily New York City newspaper, such as the *New York Daily News*, the *New York Post* or *Newsday*; and was also published twice in *La Voz Hispana de Nueva York*, *Impacto*, or *El Especialito*, in Spanish.

6. Class members were afforded a full opportunity to provide comments on and/or object to the Agreement both in writing and in person; individually or through counsel. A hearing was held by this Court on [date], during which the Court fully considered comments and objections in determining whether the Agreement is fair, reasonable, and adequate.

7. The Court retains continuing jurisdiction over this matter throughout the Term of the Agreement, as defined in paragraph I(DD) to the Agreement, and for the purposes of determining an award of attorneys' fees and costs.

IT IS ORDERED AND ADJUDGED

Dated: _____

HON. GEORGE B. DANIELS

United States District Judge

EXHIBIT B-1

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUITS

ATTENTION: ALL PERSONS WITH A QUALIFIED DISABILITY: This is a court-authorized notice. If you have used any of the City of New York's ramps, cuts, or slopes where a pedestrian walkway crosses a curb ("Pedestrian Ramps") since January 26, 1994 or if you believe that you will seek to use the City's Pedestrian Ramps in the future and you are a person with a disability as defined by the Americans with Disabilities Act ("ADA"), you may be a member of the Plaintiff Class affected by the settlement of these lawsuits. Qualified disabilities may include, but are not limited to, mobility disabilities and vision disabilities.

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY
BE AFFECTED BY LEGAL PROCEEDINGS IN THESE CASES.**

NOTICE OF CLASS ACTION

The purpose of this notice is to inform you of a proposed settlement in two lawsuits brought on behalf of persons with disabilities against the City of New York ("the City"). This class action settlement ("Settlement Agreement" or "Agreement"), which must be approved by the United States District Court for the Southern District of New York, was reached in: *Eastern Paralyzed Veterans Association v. City of New York*, 94 CV 0435 (GBD) (KNF) ("the EPVA action") and *Center for Independence of the Disabled, New York et al. v. City of New York, et al.*, 14 CV 5884 (GBD) (KNF) ("the CIDNY action").

BACKGROUND INFORMATION

The EPVA action was filed on January 26, 1994, alleging that the City had failed to install Pedestrian Ramps at all of its corners, as required by Title II of the ADA, thus making streets and sidewalks inaccessible to the disabled. On August 27, 2002, EPVA (now known as United Spinal Association) and the City entered into a Stipulation ("the 2002 Stipulation"), which was "so-ordered" by the Honorable U.S. District Court Judge Thomas P. Griesa on September 10, 2002. The 2002 Stipulation certified (a) the Plaintiff Class, consisting of "qualified individuals with a disability, as defined in [the ADA] "who use or seek to use pedestrian ramps in the City," (b) EPVA as the Class Representative, and (c) Broach & Stulberg, LLP as Class Counsel. The 2002 Stipulation required the City to install Pedestrian Ramps at all corners lacking ramps, and to spend hundreds of millions of dollars to accomplish that goal. Pursuant to the 2002 Stipulation, the City: installed Pedestrian Ramps throughout the five boroughs; amended its Pedestrian Ramp Transition Plan to recite its financial and operational commitments to those installations; and established, with EPVA, a Working Group to share relevant data, and a dispute resolution process to address conflicts. The Court retained jurisdiction to decide disputes that the parties could not resolve.

Subsequently, EPVA, through the Working Group, raised concerns about the need to: complete the installation of Pedestrian Ramps at the corners remaining to be ramped; upgrade Pedestrian Ramps that were not ADA-compliant; and improve the City's system for responding to Pedestrian Ramp-related complaints.

The CIDNY action was filed on August 1, 2014, alleging, among other things, that the City had violated Title II of the ADA, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, *et seq.*,

and the New York City Human Rights Law § 8-107 *et seq.*, by failing to install and maintain Pedestrian Ramps in Community Boards 1, 2 and 3 in Manhattan. CIDNY brought the action on behalf of a putative class of “all persons with mobility and/or vision disabilities who use or will use New York City pedestrian rights-of-way in Lower Manhattan.” CIDNY sought to be appointed the Class Representative, and Disability Rights Advocates (“DRA”) sought to be appointed Class Counsel in the CIDNY action.

On January 28, 2016, EPVA and the City entered into a So Ordered Stipulation Resolving Disputes (“the 2016 Stipulation”), which was “so-ordered” by Judge Griesa on February 11, 2016. On May 31, 2016, the Honorable U.S. District Judge George B. Daniels held a Fairness Hearing concerning the 2016 Stipulation, at which counsel for the City, for EPVA, and for several disability rights organizations with objections to the 2016 Stipulation¹ were heard. Following the Fairness Hearing, the Court appointed a Special Master to evaluate the 2016 Stipulation. On August 1, 2017, the Special Master issued his report containing the evaluation. Thereafter, counsel for the City, counsel for EPVA and the Plaintiff Class, and counsel for CIDNY and the other Objectors engaged in extensive, arms-length, good faith discussions, which included dozens of in-person and telephonic negotiation sessions, and mediation sessions conducted by the Honorable U.S. Magistrate Judge Kevin D. Fox.

As a result of those discussions, the parties now wish to effect a complete resolution and settlement of the claims, disputes and controversies presented in the EPVA and CIDNY actions, and to resolve their differences on the terms set forth in the proposed Agreement

Judge Daniels, presiding in the U.S. District Court for the Southern District of New York, is in charge of the EPVA and CIDNY suits. Judge Daniels did not decide in favor of the Plaintiffs or the City in these cases. Instead, all parties have agreed to the proposed settlement terms. That way, they avoid the cost, delay, and uncertainty of a trial, and the settlement benefits go to the Class Members. The Class Representatives and Class Counsel (the attorneys appointed by the Court to represent the Class) believe that the proposed Agreement 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 PLAINTIFF CLASS, CLASS REPRESENTATIVES & CLASS COUNSEL

In a class action, one or more people or organizations, called Class Representatives, sue on behalf of people who have similar legal claims. One court resolves the issues for all Class Members upon approval of the Agreement.

For purposes of this settlement, the Plaintiff Class includes all persons with a qualified disability, including but not limited to Mobility and Vision Disabilities, who use or seek to use the City’s Pedestrian Ramps.

¹ American Council of the Blind, Harlem Independent Living Center, Center for Independence of the Disabled New York, Bronx Independent Living Services, United for Equal Access, Inc., Brooklyn Center for Independence of the Disabled, American Council of the Blind of New York, Inc., and Disabled in Action of Metropolitan New York, Inc. (“Objectors”).

The Agreement provides that EPVA n/k/a United Spinal Association and CIDNY will be the Class Representatives, subject to Court approval. The Agreement also provides for Broach & Stulberg, LLP (or a successor firm) and DRA to collectively serve as Class Counsel, subject to Court approval.

SUMMARY OF THE PROPOSED SETTLEMENT AGREEMENT

The Agreement commits the City to ongoing, widespread accessibility improvements to its Pedestrian Ramps through City-wide surveys, scheduled installations and upgrades, complaint remediation, on-going maintenance, sharing of information, and third-party monitoring.

The Agreement requires the City to survey all street corners across the five boroughs using laser technology to determine how many currently require Pedestrian Ramp installations and/or upgrades. The survey is to be completed no later than October 2019. The results of the survey will be used by the City to target future Pedestrian Ramp upgrades and installations, and its results will be incorporated into an Updated Transition Plan, which will be made publicly available and set forth the schedule for installation and upgrades consistent with the Agreement. The Agreement requires the City to conduct two additional City-wide surveys during the term of the Agreement in order to assess the status of Pedestrian Ramps in the City. The first of those surveys must be conducted by the close of Fiscal Year (“FY”) 2033, while the second must be conducted by the close of FY2046.

The Agreement sets out long-term and short-term deadlines to be met for installation of all remaining missing Pedestrian Ramps and upgrading of all non-compliant Pedestrian Ramps. The City is committing to installing and upgrading Pedestrian Ramps at specified rates. Overall, installations of remaining standard Pedestrian Ramps (at approximately 424 corners) will be completed by FY2021, and installations of remaining complex Pedestrian Ramps (at approximately 2,736 corners) will be completed by FY2030. Upgrades of non-compliant standard Pedestrian Ramps (at approximately 108,590 corners) will be completed by FY2032. Upgrades of non-compliant complex Pedestrian Ramps (at approximately 5,500 corners) will be completed by FY2034, and upgrades of the remaining non-compliant complex ramps (at approximately 10,500 corners) will be completed at the rate of approximately 815 corners per Fiscal Year, starting in FY2035. These installations and upgrades will be accomplished through various means of construction, including but not limited to, in connection with the City’s resurfacing operations, in connection with complaints made by members of the public, and through a mutually agreed prioritization criteria.

In addition to these installations and upgrades, the Agreement requires the City to maintain its Pedestrian Ramps as required by the federal accessibility laws, both during and after the term of the Agreement, so that members of the Plaintiff Class will be able to access those Pedestrian Ramps safely and independently. The maintenance will be performed on an ongoing, indefinite and regular basis, as required by the federal accessibility laws.

The Agreement also requires the City to install or upgrade Pedestrian Ramps at both standard and complex corners in accordance with federal accessibility laws whenever it resurfaces an adjacent roadway.

The Agreement commits the City to maintaining a Pedestrian Ramp complaint program in order to allow members of the general public to request installations and repairs as needed. The Complaint Program will require the City to permanently install or upgrade complained-of Pedestrian Ramps as soon as possible, and to dedicate a full-time in-house construction crew to respond to such complaints. The City also will provide temporary accessible solutions at complained-of corners, as appropriate and compliant with federal accessibility laws. For complaints currently pending, the City will provide temporary accessible solutions, as appropriate and compliant with federal accessibility laws, by March 15, 2019. For complaints received after March 15, 2019, the City will provide temporary accessible solutions, as appropriate and compliant with federal accessibility laws, within 45 days of receiving the complaint.

The City also will employ an Associate Deputy Commissioner to head the Pedestrian Ramp Program Unit at the City's Department of Transportation, to ensure that all implementation-related tasks are carried out.

Finally, the Agreement requires additional oversight of the implementation by an independent Monitor for a period of up to 15 years. The Monitor's duties will encompass assessing, among other things: the surveying process; the progress with installing and upgrading Pedestrian Ramps; the Pedestrian Ramp maintenance program; and the Pedestrian Ramp complaint program. The Monitor will conduct semi-annual reviews for the first five years, to be followed by annual reviews for the remainder of the monitoring period. Each compliance assessment by the Monitor will be reported to the Court, Class Counsel, and the City's counsel within 30 days of the annual review.

RELEASE OF CLAIMS

The Agreement resolves and releases, up until the end of its term (i.e., the date on which all scheduled installations and upgrades are completed), all claims for injunctive, declaratory or other non-monetary relief that were brought, could have been brought, or could be brought in the future alleging that, during the period of January 26, 1994 through the term of the Agreement, persons with qualified disabilities were denied access to, excluded from participation in, or denied the benefits of the City's Pedestrian Ramps. The Agreement does not provide for any monetary relief to the Plaintiff Class, and does not release any damages for personal injury claims that Plaintiff Class members may have.

REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES

Plaintiffs and the City have not yet reached an agreement with respect to the amount of reasonable attorneys' fees, costs, and expenses to be paid. Absent an agreement between the parties, Plaintiffs will seek an order from the Court requiring the City to pay Plaintiffs' counsel and Objectors' counsel for all reasonable attorneys' fees incurred since work began on this case through final approval of the Agreement by the Court, in addition to a certain sum for litigation costs and expenses incurred. Class Counsel, as well as the Monitor discussed above, shall also be entitled to reasonable fees, costs and expenses for monitoring the City's compliance with the Agreement. Any award of attorneys' fees, costs and expenses must be approved by the Court as fair, reasonable and consistent with prevailing marketplace standards. The Court-awarded amount will not be paid from the monies to be spent on disability access improvements pursuant to the Agreement.

FAIRNESS OF SETTLEMENT AGREEMENT

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

THE COURT'S FINAL APPROVAL/FAIRNESS HEARING

The Court has preliminarily approved the settlement, and has scheduled a hearing for **DATE** in Courtroom 11A of the Honorable George B. Daniels, United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY, 10007. The purpose of the hearing is to decide whether the proposed settlement is fair, reasonable, and adequate, and should be finally approved. Although Plaintiff Class Members are not required to attend the hearing, they have the right to attend and be heard there. In the course of the hearing, the Court will consider any objections to the settlement and listen to people who have asked to speak. After the hearing, the Court will decide whether to approve the settlement. The Court will also consider how much to award Class Counsel as reasonable attorneys' fees, costs and litigation expenses. It is unknown long this decision will take.

The hearing date is subject to change without further notice. If you wish to be informed of any changes to the schedule, please notify Class Counsel at the addresses listed in the next section below. You may also check the Disability Rights Advocates' website at <https://dralegal.org/case/center-independence-disabled-new-york-cidny-et-al-v-city-new-york-et-al/>, Broach & Stulberg's website at www.brostul.com, the New York City Department of Transportation Pedestrian Ramp website at [[insert link](#)], or the public court records on file in this action at <https://www.pacer.gov/> for any updates.

OBJECTIONS TO THE SETTLEMENT AGREEMENT

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

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

Please note that the Court can only approve or deny the Settlement Agreement, not change the

terms of the Settlement Agreement based on objections or comments received.

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

All email objections must be sent to the following email address: frontdesk@dralegal.org or [\[tbd\] at Broach & Stulberg, LLP](#).

All oral objections must be made by leaving a message at the following number: 212-644-8644 or 212-268-1000.

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

Robert B. Stulberg, Esq.
Broach & Stulberg, LLP
One Penn Plaza, Suite 2601
New York, NY 10119

Michelle Caiola, Esq.
Disability Rights Advocates
655 Third Avenue, 14th Floor
New York, NY 10017

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 Agreement, if given final approval by the Court, will bind all members of the Plaintiff Class. This will bar any person who is a member of the Plaintiff Class from prosecuting or maintaining any claim or action released under the terms of the 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 <https://dralegal.org/case/center-independence-disabled-new-york-cidny-et-al-v-city-new-york-et-al/>, or at www.brostul.com, or [\[insert link to a New York City DOT website\]](#). You can additionally view the settlement by accessing the Court docket on this case through the Court's Public Access to Electronic Records (PACER) system at <https://ecfcand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007, between 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding Court holidays.

You can also obtain more detailed information about the settlement or a copy of the Agreement, or obtain a copy of this Notice in an alternative accessible format from Class Counsel at either of the following addresses or telephone numbers:

Robert B. Stulberg, Esq.
Broach & Stulberg, LLP
One Penn Plaza, Suite 2601
New York, NY 10119
212.268.1000 (Tel.)
212.947.6010 (Fax)

Michelle Caiola, Esq.
Disability Rights Advocates
655 Third Avenue, 14th Floor
New York, NY 10017
212 644 8644 (Tel.)
212 644 8636 (Fax)

Please do not direct questions to the District Court.

EXHIBIT B-2

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUITS

ATTENTION: IF YOU HAVE A QUALIFIED DISABILITY UNDER THE AMERICANS WITH DISABILITIES ACT AND HAVE USED, SINCE JANUARY 26, 1994, OR BELIEVE THAT YOU WILL SEEK TO USE IN THE FUTURE, ANY RAMPS WHERE A PEDESTRIAN WALKWAY CROSSES A CURB IN NEW YORK CITY, IT IS IMPORTANT THAT YOU READ THIS NOTICE AND THE RELATED MATERIALS IT REFERENCES

You could be affected by the settlement of class action lawsuits against the City of New York. This notice is court-authorized and published pursuant to a preliminarily approved settlement agreement filed _____, 2019 in *Eastern Paralyzed Veterans Association n/k/a United Spinal Association v. City of New York*, 94 CV 0435 (GBD) and *Center for Independence of the Disabled v. City of New York*, 14 CV 5884 (GBD) (KNF) (collectively, the “Actions”). This notice is only a summary. Detailed information is available by visiting the website provided below.

Are you affected?

The lawsuits affect persons with disabilities who have either used any of the City of New York’s ramps where a pedestrian walkway crosses a curb (“Pedestrian Ramps”) since January 26, 1994, or believe that they will seek to use the City’s Pedestrian Ramps in the future (collectively, the “Class”). Qualified disabilities may include, but are not limited to, mobility disabilities and vision disabilities.

What is this case about?

The Plaintiffs allege that Defendants violated federal laws and regulations by failing to install and maintain Pedestrian Ramps. The Defendants deny that they have violated any federal laws and regulations. The parties have reached a proposed settlement agreement to resolve the Actions. In the event that the proposed settlement is approved by the court, these actions will be dismissed.

What are your options?

The full notice and the terms of the proposed settlement are on file with the court at [ADDRESS], and are also available online at [WEBSITE].

If you would like to object to the terms of the proposed settlement, you may do so at a hearing that will be held before the court, located at [address of court] at [time of hearing] on [date], in Room [number of courtroom] of the courthouse thereof, to determine whether the proposed settlement should be approved by the court.

How can I get more information?

Visit [WEBSITE] or write to [ADDRESS].

EXHIBIT C

**UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF NEW YORK**

**EASTERN PARALYZED VETERANS
ASSOCIATION n/k/a UNITED SPINAL
ASSOCIATION,**

Plaintiffs,

-against-

THE CITY OF NEW YORK,

Defendant.

94 CV 0435 (GBD) (KNF)

**CENTER FOR INDEPENDENCE OF THE
DISABLED, NEW YORK, a nonprofit
organization; DUSTIN JONES, an individual;
MYRNA DRIFFIN, an individual; on behalf
of themselves and all others similarly situated,**

Plaintiffs,

-against-

**THE CITY OF NEW YORK, NEW YORK
CITY DEPARTMENT OF
TRANSPORTATION, and POLLY
TROTTEBERG, in her official capacity as
Commissioner of the New York City
Department of Transportation,**

Defendants.

14 CV 5884 (GBD) (KNF)

**ORDER GRANTING PRELIMINARY APPROVAL OF
SETTLEMENT OF CLASS ACTION LAWSUITS**

Plaintiffs have applied to the Court for an order preliminarily approving the settlement of

the two above-captioned Actions (“the Actions”) in accord with the Settlement Agreement and Release of Claims (“Agreement”), which sets forth the terms and conditions of a proposed settlement and dismissal of the Actions with prejudice, with the Court retaining jurisdiction to enforce the Agreement throughout its term; and Defendants have consented to the application for preliminary approval. Having read the papers submitted and carefully considered the arguments and relevant legal authority, and good cause appearing, the Court GRANTS the Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. 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 Plaintiff Class, as defined in section (I)(U) of the Agreement, to wit: (a) joinder of all Plaintiff 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 Plaintiff Class; (c) Plaintiffs’ claims are typical of the claims of the Plaintiff Class that they seek to represent for purposes of settlement; (d) Plaintiffs have fairly and adequately represented the interests of the Plaintiff Class and will continue to do so; (e) Plaintiffs and the Plaintiff 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) based on Plaintiffs’ allegations, final declaratory and injunctive relief is appropriate to the Plaintiff Class. Accordingly, pursuant to Federal Rules of Civil Procedure (“FRCP”) 23(b)(2) and 23(c)(1)(A), the Court hereby affirms the certification of the Plaintiff Class as defined in paragraph 34 of the Stipulation of Settlement so ordered in the Eastern Paralyzed Veterans Association v. New York City action (Griesa, J.) on September

9, 2002, and as defined in paragraph I(U) of the Agreement. Further, pursuant to FRCP Rule 23(a), the Court affirms the appointment of the Eastern Paralyzed Veterans Association n/k/a United Spinal Association as Class Representative of the Plaintiff Class, and appoints the Center for Independence of the Disabled, New York as Co-Class Representative of the Plaintiff Class. Further, pursuant to FRCP Rule 23(g), the Court affirms the appointment of Broach & Stulberg LLP, or its successor, as Class Counsel for the Plaintiff Class, and appoints Disability Rights Advocates as Co-Class Counsel for the Plaintiff Class.

2. The Court hereby preliminarily approves the Agreement. The Court finds on a preliminary basis that the Agreement is fair, adequate and reasonable to all potential Class Members. It further appears to the Court 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 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 Agreement. It further appears to the Court that the Agreement has been reached as the result of good faith, extensive, serious, and non-collusive arms-length negotiations, including mediation sessions supervised by the Honorable Kevin N. Fox, the United States Magistrate Judge for the Southern District of New York.

3. The Court hereby approves, as to form and content, the proposed notices entitled "Notice of Proposed Settlement of Class Action Lawsuit," attached as Exhibits B-1 and B-2 to the Agreement. The Court finds that the distribution of the Notices in the manner and form set forth in paragraphs 4 and 10 (a)-(c) below meets the requirements of due process and Federal Rules of Civil Procedure 23(c)(2) and 23(e). These Notices are 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 or in tandem with a Motion for Final Approval of the Class Action Settlement confirming compliance with the notice provisions of the Agreement.

4. A hearing on final approval of the Agreement shall be held before the Court on a date to be set by the Court to determine all necessary matters concerning the Agreement, including whether the Agreement's terms and conditions are fair, adequate, and reasonable, and whether the Agreement should receive final approval by the Court.

5. Any Plaintiff Class Member may object to any aspect of the Agreement either on his or her own or through an attorney hired at his or her expense. Any Plaintiff Class Member who wishes to object to the Agreement 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; (b) if represented by counsel, the name, address, telephone number and e-mail address of the Class Member's counsel; (c) a statement of the Class Member's objections; and (d) a statement of his or her membership in the Plaintiff Class.

6. Any Class Member who wishes to object to the Agreement may also present objections at the Fairness Hearing, provided that they have submitted their objections in accordance with paragraph 5, above.

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 Plaintiff Class Member's objection to the Agreement, in accordance with the due process rights of all Plaintiff Class Members.

8. Class Counsel shall provide copies of any objections received from Class Members to Defendants' counsel within two (2) business days of receipt. Class Counsel shall also file any objections with the Court no less than ten (10) days before the Fairness Hearing.

9. Pending the Fairness Hearing, all proceedings in either of the two Actions, other than proceedings necessary to carry out and enforce the terms and conditions of the Agreement and this Order, are hereby stayed. Additionally, the Court enjoins all Plaintiff Class Members from asserting or maintaining any claims to be released by the Agreement until the date of the Fairness Hearing.

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

- a. Within fourteen (14) days after entry of the Order Granting Preliminary Approval, notice in the form of Exhibit B-1 to the Agreement shall be mailed by Class Counsel via U.S. mail and/or emailed to the following organizations for distribution on their list-serves: (1) Eastern Paralyzed Veterans Association n/k/a United Spinal Association, (2) Center for Independence of the Disabled, New York, (3) American Council of the Blind, (4) American Council of the Blind – New York, (5) Bronx Independent Living Services, (6) Brooklyn Center for Independence of the Disabled, (7) Disabled in Action of Metropolitan New York, Inc., (8) Harlem Independent Living Center, and (9) United for Equal Access, Inc.
- b. Within twenty (20) days after entry of the Order Granting Preliminary Approval, notice in the form of Exhibit B-1 to the Agreement shall be posted on case-specific webpages of Class Counsel, and on the New York City Department of Transportation website, and shall remain posted for six (6) consecutive weeks.
- c. Within thirty (30) days after entry of the Order Granting Preliminary

Approval, a short form notice, in the form of Exhibit B-2 to the Agreement, which provides a web address to the full notice contained in Exhibit B-1 to the Agreement, shall be published twice in one major daily New York City newspaper, such as the *New York Daily News*, the *New York Post* or *Newsday*; and shall also be published twice in *La Voz Hispana de Nueva York*, *Impacto*, or *El Especialito*, in Spanish.

- d. Each Class Member shall be given a full opportunity to object to the Agreement, including to Plaintiffs' Counsel's request for an award of reasonable attorneys' fees, costs and expenses, 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, and/or Video Relay Service 14 days prior to the Fairness Hearing, in accordance with paragraphs 5 through 8, above.
- e. Plaintiffs' Counsel are negotiating with the City regarding the amount of attorneys' fees, costs and expenses that the City will pay them for their work on the Actions. If such negotiations do not result in a mutually agreeable resolution as to attorneys' fees, costs and expenses to be paid, Plaintiffs' Counsel will move or apply to the District Court for an award of attorneys' fees, costs and expenses for the work they performed in the Actions. The actual amounts awarded will be determined by the District Court to ensure that the amount of attorneys' fees, costs and expenses awarded are reasonable.
- f. Class Counsel shall file a Motion for Final Approval and respond to objections, if any, no later than five (5) days prior to the Fairness Hearing. All Parties shall file with those submissions statements of compliance with the above-referenced notice requirements.

g. The Fairness Hearing shall be held on _____, 2019 at _____ o'clock in Courtroom 11A, of the above-referenced Court.

11. In the event the Court does not grant final approval of the Agreement, or for any reason the Parties fail to obtain a Final Judgment and Order Approving Settlement as contemplated by paragraphs 5(c) and (d) of the Agreement, or the Agreement is terminated pursuant to its terms for any reason, or the Effective Date does not occur for any reason, then the Agreement and all orders and findings entered in connection with the Agreement 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 the Actions or any other proceeding.

12. In any action or proceeding other than the Actions (whether or not the other action or proceeding involves the same or similar claims as those asserted in the Actions), this Order shall not be construed or used as an admission, concession, or declaration by or against the Defendants of any fault, wrongdoing, breach, or liability, and 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. Nor shall this Order be construed or used as an admission, concession, or declaration by or against Plaintiffs or the other Plaintiff 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 Actions or in any other proceeding.

IT IS SO ORDERED.

Dated: _____

HON. GEORGE B. DANIELS

United States District Judge

EXHIBIT D

Exhibit D – Progress Report

Format:

Reports will be posted on www.nvcpedramps.info

Reporting Period:

Each report will cover a six month reporting period.

The first reporting period will begin on the first day of the Fiscal Year, July 1st and continue through December 30th. The end of year report will cover the first reporting period and continue through June 30th. Each report will be posted within 45 days from the closing of the respective reporting period.

Contents:

Through a GIS color coded map, and a supplemental chart, the following information will be shown:

1. Total Numbers of Pedestrian Ramps Installed
2. Total Numbers of Pedestrian Ramps Upgraded
3. Total Numbers of Pedestrian Ramps Constructed In Connection with Resurfaced Stretches
4. Total Numbers of Pedestrian Ramps Constructed In Response to Complaints
5. Total Numbers of Pedestrian Ramps Constructed Through Priority-Based Work