

## **NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT**

**ATTENTION: All people with disabilities, as defined by the Americans with Disabilities Act, who are within the City of Los Angeles and the jurisdiction served by the City of Los Angeles' and County of Los Angeles' emergency preparedness programs and services.**

### **Notice of Class Action**

The purpose of this notice is to inform you of the proposed settlement in a pending class action lawsuit brought on behalf of people with disabilities who are within the City of Los Angeles and the jurisdiction served by the City of Los Angeles' and County of Los Angeles' emergency preparedness programs and services. The class action settlement (the "Settlement Agreement"), which must be approved by the Court, was reached with the County of Los Angeles in connection with the lawsuit, *Communities Actively Living Independent and Free, et al. v. City and County of Los Angeles*, Cal. Case No. CV 09-0287 CBM (RZx). The lawsuit, filed in 2009, alleges that the City and County of Los Angeles have discriminated against people with disabilities by not addressing the needs of people with disabilities in the context of their emergency plans. The County of Los Angeles denies any liability or wrongdoing. This settlement involves the County of Los Angeles only. The City of Los Angeles is not a party to the Settlement Agreement, and is the subject of a separate order by the Court.

### **Definition of Settlement Class**

If you are a person with a disability and are within the City of Los Angeles and the jurisdiction served by the City of Los Angeles' and County of Los Angeles' emergency preparedness programs and services, you are a member of the proposed settlement class affected by this lawsuit. Please read this notice carefully because your rights may be affected.

## **SUMMARY OF THE PROPOSED SETTLEMENT AGREEMENT**

As part of the settlement, the County has taken or will be taking a number of steps to address the needs of people with disabilities in its emergency plans:

### **Disability and AFN Annex**

The County has drafted what is called the Disability and Access and Functional Needs Annex ("Disability and AFN Annex"). This is an Annex to the Los Angeles County Operational Area Emergency Response Plan. The Disability and AFN Annex will be utilized as part of the County's emergency preparedness planning. The Disability and AFN Annex addresses critical issues with respect to the disaster-related needs of people with disabilities and includes the full spectrum of disability including, but not limited to, mobility disabilities, sensory disabilities, intellectual disabilities, and mental health conditions, and describes the County's emergency planning with respect to the needs of people with disabilities in emergency planning.

For example, in the Disability and AFN Annex, it explains that for purposes of emergency public notification, the County will ensure that people with disabilities are aware of the mass notification systems available and that the County will utilize a variety of different accessible communication methods. Under the Annex, the County will also engage in various activities to ensure an adequate number of accessible transportation resources will be available during evacuations and other emergency activities. The County will also continue to coordinate with vendors, other departments, and organizations to ensure that necessary shelter resources are secured. Lastly, the Annex ensures the planning for continuity of services for people with disabilities and access and functional needs. The items discussed above are just a sampling of the many critical issues addressed in the Annex. The current Disability and AFN Annex attached to the Settlement Agreement is in draft form, and as part of the settlement, will continue to be worked on pursuant to the Work Plan described below.

Although the Disability and AFN Annex has been developed as a separate document from the Emergency Response Plan, the County has agreed as part of the settlement that disability and access and functional needs issues will be integrated into emergency planning County wide.

#### **Development of the Work Plan**

In the development of the Disability and AFN Annex, the parties identified a number of issues that require development of additional annexes or policies, as well as additional work that is required to finalize the current version of the Disability and AFN Annex. As part of the settlement, the County has developed a Work Plan with specific deliverables and time frames to develop and complete these additional items. These items include, among others, converting County websites to accessible formats, identifying and ensuring that pre-identified shelters sites are accessible to people with disabilities, developing criteria for selection of other shelter sites operated by the County to maximize accessibility, establishing and maintaining contacts with key stakeholders, disseminating preparedness and educational materials, working to identify strategies for improving emergency communications for people with disabilities and access and functional needs, and establishing a recovery working group that involves key stakeholders in regard to people with disabilities and access and functional needs. The deliverables in the Work Plan will be implemented over the course of the Oversight Period.

#### **AFN Coordinator**

As part of the settlement, the County has also hired an Access and Functional Needs (“AFN”) Coordinator who will be the lead County employee who is ultimately responsible for ensuring that the emergency planning of the County of Los Angeles meets the needs of persons with disabilities. The AFN Coordinator will work directly and coordinate with other agencies and personnel in the County responsible for emergency planning.

#### **Community Input**

In developing the Disability and AFN Annex, the County solicited and considered feedback and comments on the scope and content of the current version of the Disability

and AFN Annex, which incorporates comments from the public, the U.S. Department of Justice, and from Plaintiffs' consultant. The County also published the Disability and AFN Annex for public comment and held a public hearing for feedback.

As part of the current emergency management structure, there is an Operational Area Advisory Board (OAAB), members of which include governmental partners (including County, cities, local jurisdictions within the County), special districts like public school, sanitation, and water districts, and non-governmental emergency services partners including community-based and faith-based organizations. As part of community input, the OAAB has also included three positions designated for organizations representing physical, sensory, and cognitive disabilities. There is also an AFN Committee of the OAAB that includes representation of government and non-government agencies that have an interest in, advocate for, and/or provide services to people with disabilities. The OAAB and AFN Committee will continue to have input into the Disability and AFN Annex and implementation of the Work Plan.

Lastly, there are areas requiring outreach by the County and/or the Monitors (described below) to the disability community, which will include a minimum of 17 specified organizations, including but not limited to, Regional Living Centers, Independent Living Centers, disabilities specific agencies (such as the California Council of the Blind and Greater Los Angeles Agency on Deafness), and other disability organizations.

### **Monitoring and Oversight Period**

Under the settlement, the County will be monitored for a period of at least six (6) years, during which time the Court will retain jurisdiction of the case for purposes of enforcement. This is called the Oversight Period.

The County will hire a third-party monitoring firm, Global Vision Consortium (GVC), as agreed to by both parties. GVC will carry out the responsibilities of the monitoring functions, which include evaluating the County's progress on implementing the Work Plan and an analysis of the extent to which the County's work is successfully addressing the needs of people with disabilities in the context of its emergency planning.

### **Resolution of Claims**

The settlement waives and releases all class-wide claims for declaratory and injunctive relief against the County and its agents, successors, assigns, and officers, that were alleged in the Complaint filed on January 14, 2009, for the duration of the Court's jurisdiction over the matter.

The Settlement Agreement does not provide for any monetary relief to be paid to any plaintiffs or members of the class and does not release any damage claims that any class members may have.

### **Attorneys' Fees**

The class was represented by Disability Rights Advocates and Disability Rights Legal Center ("Class Counsel"). The County has agreed to pay Class Counsel \$1.225 million

for reasonable attorneys' fees and costs for time expended and costs incurred during the course of the lawsuit. The County has also agreed to pay Class Counsel up to \$75,000 in attorneys' fees and costs for purposes reviewing progress on implementation of the Annex and work plan during the Oversight Period. The Court will have to approve the amount of fees awarded to Class Counsel.

**Fairness of Agreement**

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

**OBJECTIONS TO THE SETTLEMENT**

The Court has given preliminary approval of the Settlement Agreement, and has scheduled a hearing for May 14, 2013 at 9:00 a.m. in the Courtroom of the Honorable Consuelo B. Marshall, United States District Court for the Central District of California, 312 North Spring Street, Los Angeles, CA 90012 to determine whether the proposed settlement is fair and reasonable and should be finally approved. Although you are not required to attend, as a Class Member, you have the right to attend and be heard at this hearing. This hearing date may be changed by the Court without further notice to the entire class. If you wish to be on the service list to be informed of any changes to the schedule, please file a notice of appearance or objection with the Court.

In addition, if you disagree with the settlement, any Class Member may object to the terms of the proposed Settlement Agreement described above by submitting their objection to Class Counsel in writing, via regular or electronic mail, or by leaving a message with their objection via telephone, TTY and/or Video Relay Service, or on a toll free number to be established by Class Counsel. If you wish to object, you must submit your objection no later than April 6, 2013. All objections will be provided by Class Counsel to County Counsel within five calendar days and filed with the Court. Only such objecting Class Members will have the right, if they seek it in their Objections, to present objections at the fairness hearing. Any class member who fails to submit a timely objection may not be granted the right to appear before the Court at the hearing to make objections to the adequacy and/or fairness of the proposed settlement.

Please submit any objections to:

Class Counsel for Named Plaintiffs and Settlement Class:

Attn: CALIF v. County of Los Angeles Settlement  
Disability Rights Advocates  
2001 Center St., Fourth Floor  
Berkeley, CA 94704  
email: [general@dralegal.org](mailto:general@dralegal.org)

Toll Free Number: (877) 603-4579  
TTY: (510) 665-8716 or (877) 603-4578

IF YOU DO NOT OPPOSE THIS SETTLEMENT, YOU DO NOT NEED TO 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 for the duration of the Oversight Period. This will bar any person who is a member of the Settlement Class from seeking equitable relief regarding all issues resolved in the Settlement Agreement for the term of the settlement, other than any claims for enforcement of the settlement.

### **FURTHER INFORMATION**

The lawsuit and the terms of the settlement are only summarized in this Notice. More detailed information concerning the settlement or a copy of the Settlement Agreement may be obtained from Class Counsel at the following address:

Disability Rights Advocates  
Attn: Shawna L. Parks  
2001 Center St., Fourth Floor  
Berkeley, CA 94704  
510-665-8644 (Voice)  
510-665-8716 (TTY)  
email: [sparks@dralegal.org](mailto:sparks@dralegal.org) or [general@dralegal.org](mailto:general@dralegal.org)

or by visiting Class Counsel's websites at: [www.dralegal.org](http://www.dralegal.org) or [www.disabilityrightslegalcenter.org](http://www.disabilityrightslegalcenter.org)

or by consulting the public file on the case at the Office of the Clerk at the following address:

Clerk of the United States District Court  
Central District of California  
312 North Spring Street  
Los Angeles, CA 90012  
Reference: *Communities Actively Living Independent and Free, et al. v. City and County of Los Angeles*, Case No. CV 09-0287 CBM (RZx)

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