

1 WHEREAS, the CRA/LA, a Designated Local Authority, a defendant in this
2 action and the successor agency to the Community Redevelopment Agency of the City of
3 Los Angeles (the “CRA”), and the Independent Living Center of Southern California
4 (“ILCSC”), the Fair Housing Council of the San Fernando Valley (“FHC”) and
5 Communities Actively Living Independent and Free (“CALIF”) (collectively referred to
6 herein as “Plaintiffs”) have entered into a Settlement Agreement and Release of Claims,
7 attached as Exhibit A, which fully resolves claims asserted by Plaintiffs against the CRA;
8 and

9 WHEREAS, the Court has jurisdiction over the subject matter of this action,
10 the Plaintiffs, the CRA, and the Settlement Agreement; and

11 WHEREAS, upon consideration, the Court finds the Settlement Agreement
12 to be fair, reasonable, and adequate.

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

15 1. For the purposes of this Judgment, the Court adopts the terms and
16 definitions set forth in the Settlement Agreement attached as Exhibit A, and all terms of
17 the Settlement Agreement are incorporated herein by reference.

18 2. This Judgment Pursuant to Settlement completely resolves this civil
19 action between the CRA and Plaintiffs. The claims against the City of Los Angeles were
20 previously resolved by Judgment Pursuant to Settlement Agreement by and between City
21 of Los Angeles and Plaintiffs (Doc. 532, filed August 4, 2016). This does not resolve this
22 action between Plaintiffs and the remaining nominal defendants.

23 3. In accordance with the terms of the Settlement Agreement, this Court
24 reserves exclusive and continuing jurisdiction to interpret and enforce the terms of the
25 Settlement Agreement during the Settlement Term, and to resolve any disputes that may
26 arise during the Settlement Term.
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Exhibit A
Settlement Agreement and Release of Claims

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16 **UNITED STATES DISTRICT COURT FOR THE**
17 **CENTRAL DISTRICT OF CALIFORNIA (WESTERN DIVISION)**

18 INDEPENDENT LIVING CENTER OF)
19 SOUTHERN CALIFORNIA, *et al.*)

20 Plaintiffs,)

21 vs.)

22)
23 CITY OF LOS ANGELES,)
CALIFORNIA, and COMMUNITY)
24 REDEVELOPMENT AGENCY OF THE)
CITY OF LOS ANGELES,)
25)

26 Defendants.)
27)
28)

) Case No.: 12-CV-00551 FMO (PJWx)

)
) **SETTLEMENT AGREEMENT AND**
) **RELEASE OF CLAIMS BY AND**
) **BETWEEN THE CRA/LA AND**
) **PLAINTIFFS**

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1 **SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

2 This Settlement Agreement and Release of Claims (the "Agreement") is
3 entered into between the Defendant CRA/LA, A Designated Local Authority
4 ("CRA/LA") successor to The Community Redevelopment Agency of the City of
5 Los Angeles (the "CRA"), and Independent Living Center of Southern California
6 ("ILCSC"), Fair Housing Council of San Fernando Valley ("FHC"), and
7 Communities Actively Living Independent and Free ("CALIF") (ILCSC, FHC and
8 CALIF are collectively referred to herein as "Plaintiffs"). The CRA/LA, the CRA,
9 and the Plaintiffs are referred to herein collectively as "the Parties."

10 **I. RECITALS**

11 This Agreement is made and entered into with reference to the following facts:

12 1. **Commencement of Litigation.** Plaintiffs commenced litigation
13 against the City of Los Angeles ("City") and the ("CRA"), The case is known as
14 *Independent Living Center of Southern California, et al. v. CRA of Los Angeles, et*
15 *al.*, filed on January 13, 2012, in the U.S. District Court for the Central District of
16 California, Case No. 2:12-cv-00551-FMO-PJW (the "Litigation"). Plaintiffs also
17 joined, for Rule 19 purposes, a total of 61 owners of multifamily properties that had
18 been assisted by the City or the CRA ("Owner Defendants").

19 2. **Second Amended Complaint.** The CRA was dissolved on February 1,
20 2012 as a result of the dissolution of redevelopment in California. On August 20,
21 2012, the Plaintiffs filed a Second Amended Complaint ("SAC"), which remains the
22 operative complaint in this proceeding. The SAC named as an additional defendant
23 CRA/LA, the successor agency to the CRA, to which any pending litigation is
24 automatically transferred pursuant to Calif. Health & Safety Code § 34173(g). For
25 purposes of this Agreement, the Parties hereafter use the term CRA to refer
26 collectively to the former agency and its statutory successor, unless specifically
27 noted.

28 3. **Allegations in SAC.** As relevant to this Settlement Agreement, the

1 SAC alleges that the CRA engaged in a pattern or practice of discrimination against
2 people with disabilities—in violation of Section 504 of the Rehabilitation Act of
3 1973 (“Section 504”), 29 U.S.C. § 794; Title II of the Americans with Disabilities
4 Act (“ADA”), 42 U.S.C. § 12132; and California Government Code Section 11135,
5 et seq. (“Section 11135”)—by failing to ensure that multifamily housing funded,
6 developed or significantly assisted by the CRA is accessible and made meaningfully
7 available to people with disabilities.

8 4. **CRA**. At all relevant times, the CRA has been a public entity within
9 the meaning of the ADA, a recipient of federal financial assistance within the
10 meaning of Section 504, and a recipient of state financial assistance within the
11 meaning of Section 11135.

12 5. **Motion to Dismiss**. On November 29, 2012, the Hon. S. James Otero
13 denied the CRA’s motion to dismiss with respect to Plaintiffs’ claims under Section
14 504, the ADA and Section 11135. Dkt. 209.

15 6. **Claims**. Plaintiffs sought by this Litigation to ensure that multifamily
16 housing developments in Los Angeles built or rehabilitated at least in part with
17 public funds or in connection with CRA housing programs are made accessible and
18 meaningfully available to people with disabilities. They also sought to ensure that
19 the CRA comply with its own Program Access and other obligations to people with
20 disabilities with respect to the operation of multifamily housing programs as they
21 relate to people with disabilities, in accordance with the requirements of Section
22 504, the ADA, and Section 11135.

23 7. **City Settlement**. Plaintiffs settled their claims with the City, as
24 evidenced by a Judgment Pursuant to Settlement Agreement By and Between the
25 City of Los Angeles and Plaintiffs, having been entered on August 4, 2016, at Dkt.
26 532 (Judgment) and 530-2 (Settlement Agreement and Release of Claims)
27 (collectively referred to as “City Settlement Agreement”). Most of the Owner
28 Defendants remain parties to the Litigation, and their status is not affected by the

1 City Settlement Agreement or by this Agreement.

2 8. **Motion for Judgment on the Pleadings.** By Order of August 31,
3 2016, the Court denied the CRA's motion for judgment on the pleadings, finding,
4 in part, that the California dissolution statute automatically transferred litigation to
5 the successor agency. Dkt. 535, at 7. The Court also found that, because the
6 CRA's accessibility obligations under Section 11135, and Title II of the ADA and
7 its implementing regulations (which are incorporated into Section 11135 by
8 reference) "were imposed by state law and existed prior to June 28, 2011," they
9 were "enforceable obligations" as that term is defined by dissolution statute. Dkt.
10 535, at 6, citing to Cal. Health & Safety Code § 34171(d)(1)(C).

11 9. **Program Access Allegations.** In the SAC, Plaintiffs claim that the
12 CRA failed to comply with the architectural and Program Access obligations
13 imposed by the federal government—pursuant to Section 504 and the ADA and
14 their implementing regulations—and by the State of California, pursuant to
15 Section 11135.

16 10. **CRA's Housing Program.** Those claims arise out of the CRA's
17 conduct in operating its housing program under the Redevelopment Statutes and
18 its provision of financial and other assistance, between July 1, 1988 and June 28,
19 2011, to the properties identified in Exhibit A and Exhibit B.

20 11. **Judicial Findings.** The Court found that the legal liabilities arising
21 under those statutes were not part of the "rights, powers, duties and housing
22 assets" transferred to the City under Calif. Health & Safety Code Secs.
23 34176(a)(1) and (e). See Dkt. 535, at 7.

24 12. **Federally Assisted Buildings.** Plaintiffs' federal law claims also
25 specifically address multifamily apartment buildings that received direct Federal
26 financial assistance through the CRA after July 11, 1988, and/or (2) were
27 designed, constructed, altered, operated, administered, or financed, in whole or in
28 part, in connection with a program administered in whole or in part by the CRA

1 since January 26, 1992.

2 13. **Cooperation Agreements.** Between 1995 and 2010, the CRA entered
3 into agreements with the City, pursuant to which the City subsequently loaned or
4 provided to the CRA certain federal funds from the U.S. Department of Housing and
5 Urban Development (“HUD”) granted or loaned to the City to support the
6 development of affordable housing units in 22 specified Housing Developments.
7 Those agreements between the City and the CRA clearly spelled out that the City
8 was drawing upon federal funds as the source to fund the activities under the
9 agreements and imposed upon the CRA specific development obligations, imposed
10 by HUD grants or loans to ensure that each and every such Housing Development
11 complied with federal Accessibility Standards pursuant to Section 504 and the ADA.
12 Exhibit B is a list of the 22 Housing Developments governed by the agreements, all
13 of which were entered into prior to June 28, 2011.

14 14. **Resolution of Claims.** The Parties now wish to effect a complete
15 resolution and settlement of the claims, disputes, and controversies relating to the
16 Plaintiffs’ allegations in the Litigation, and to resolve their differences by settling
17 such claims, disputes, and controversies under the terms set forth in this
18 Agreement. Each Party acknowledges that this Agreement affects, among other
19 things, the settlement of claims which are denied and contested by the other, and
20 that nothing contained herein shall be construed as an admission of liability or
21 wrongdoing by or on behalf of any Party, all of which liability is expressly denied.

22 15. **Release of Claims.** The Parties intend this Agreement to bind and
23 apply to the CRA and Plaintiffs. Entry of Judgment pursuant to this Agreement
24 shall extinguish all Released Claims (as defined below under Section VI) and
25 constitute final and complete resolution of all issues addressed herein.

26 16. **Settlement Goals.** The goal of the Agreement is to significantly
27 enhance the accessibility of multifamily housing in Los Angeles, the availability of
28 fair, affordable and accessible housing for individuals with a variety of disabilities,

1 including mobility, visual and hearing disabilities, and the accessibility of the CRA's
2 housing programs, and to ensure compliance with the CRA's obligations under
3 Section 504, the ADA, and Section 11135.

4 17. **Authorization.** In resolving this matter, the CRA represents that it is
5 acting in accordance with the direction of the Governing Board for the CRA/LA
6 pursuant to Calif. Health & Safety Code Section 34177(c) as part of its duty to meet
7 its Enforceable Obligations during the winding-down of the CRA's business.

8 9 **II. DEFINITIONS**

10 1. **Accessible.** "Accessible," when used with respect to a Housing Unit or
11 a Housing Development, means and refers to full compliance with the requirements
12 of the Accessibility Standards for purposes of Section 504, the ADA, and Section
13 11135.

14 2. **Accessible Housing Development.** "Accessible Housing
15 Development" means a Housing Development that is Accessible, including
16 Accessible public and common use areas, as required by Section 504 and the
17 ADA, as well as the number and type of Accessible Housing Units that are
18 required to be Accessible by this Agreement.

19 3. **Accessible Housing Units.** "Accessible Housing Units" refers
20 collectively to Housing Units with Mobility Features and Housing Units with
21 Hearing/Vision Features.

22 4. **Accessibility Laws.** "Accessibility Laws" means Section 504 of the
23 Rehabilitation Act of 1973, 29 U.S.C. §794 et seq.; the Americans with Disabilities
24 Act, 42 U.S.C. §12131 et seq.; California Government Code Section 11135 et seq.;
25 implementing regulations and design standards for each of the preceding statutes;
26 and the California Building Code.

27 5. **Accessibility Standards.** For purposes of this Agreement,
28 "Accessibility Standards" means only the following compliance standards:

- 1 a. For Housing Developments constructed or substantially altered before
2 March 15, 2012, the new construction requirements of 24 C.F.R. pt. 8,
3 including 24 C.F.R. §§ 8.22 and 8.32 as well as the new construction
4 requirements of UFAS, or their successor standards;
- 5 b. For Housing Developments constructed or substantially altered on or
6 after March 15, 2012:
- 7 i. the requirements in 5(a);
 - 8 ii. the Alternative Accessibility Standard; or
 - 9 iii. any future accessibility standard and other regulatory
10 requirements applicable to newly constructed facilities in
11 federally-assisted programs that may be adopted in a
12 final rule issued by HUD pursuant to notice and comment
13 rulemaking under Section 504 so long as such
14 accessibility standard and regulatory requirements do not
15 provide for less accessibility for persons with disabilities
16 than either (i) or (ii).

17 **6. Alternative Accessibility Standard.** “Alternative Accessibility
18 Standard” means and refers to the alternative accessibility standard for new
19 construction set out in HUD’s notice at 79 Fed. Reg. 29,671 (May 23, 2014),
20 when used in conjunction with the new construction requirements of 24 C.F.R. pt.
21 8, 24 C.F.R. § 8.22, and the new construction requirements of 28 C.F.R. pt. 35,
22 including the 2010 Standards for Accessible Design as defined in 28 C.F.R. §
23 35.104 and as applied to public entities (excluding any elevator exceptions).

24 **7. Auxiliary Aids.** “Auxiliary Aids” means and refers to aids, services, or
25 devices that enable persons with vision, hearing, manual, or speech impairments to
26 have an equal opportunity to participate in, or enjoy the benefits of, programs,
27 services, or activities, including housing and other programs, services, and activities
28 subject to the requirements of Section 504 of the Rehabilitation Act and/or the

1 Americans with Disabilities Act. Auxiliary aids include but are not limited to the
2 aids, services, and devices set out in the definition of auxiliary aids auxiliary aids in
3 24 C.F.R. § 8.3 and the definition of auxiliary aids and services in 28 C.F.R. §
4 35.104. *See also* 42 U.S.C. § 12103(1).

5 **8. Certification of Compliance with Accessibility Standards.**

6 “Certification of Compliance with Accessibility Standards” means and refers to a
7 Certification issued by the CRA, certifying that the Housing Development and
8 accessible Housing Units meet the Accessibility Standards. Said Certification of
9 Compliance with Accessibility Standards shall be substantially in the form of the
10 attached Exhibit E, as may be modified from time to time by written agreement
11 among the parties.

12 **9. CRA Insurers.** “CRA Insurers” means and refers to AIG and National
13 Union and all of their executors, assigns and successors, as well as their
14 administrators, agents and representatives acting in their official capacities.

15 **10. Department of Finance.** “Department of Finance” means and refers to
16 the State of California Department of Finance.

17 **11. Effective Date.** “Effective Date” means and refers to the effective date
18 of this Agreement, which is the date of the latest signature on this Agreement by any
19 of the Parties.

20 **12. Governing Board.** “Governing Board” means and refers to the board
21 created by the Governor of California pursuant to Health and Safety Code section
22 34173(d)(3)(A) to serve as the governing board of CRA/LA.

23 **13. Housing Development or Development.** “Housing Development” or
24 “Development” means and refers to the whole of one or more residential structures
25 and appurtenant structures, equipment, roads, walks, and parking lots that (1)
26 received or will receive any Federal financial assistance from or through the CRA
27 and/or (2) were or are designed, constructed, altered, operated, administered, or
28 financed in connection with a program administered by the CRA.

1 **14. Housing Policies.** “Housing Policies” means housing management
2 policies adopted pursuant to this Agreement to ensure nondiscrimination, disability
3 preferences, and other legally required practices related to people with disabilities,
4 including any of the Housing Policies adopted as part of the City Settlement
5 Agreement.

6 **15. Housing Unit or Unit.** “Housing Unit” or “Unit” means and refers to a
7 single unit of residence that provides spaces for living, bathing, and sleeping,
8 provided such definition shall not be construed to exclude Single Room Occupancy
9 Units. A Housing Unit or Unit is the same as a dwelling unit.

10 **16. Housing Unit with Hearing/Vision Features.** “Housing Unit with
11 Hearing/Vision Features” means and refers to a Housing Unit that complies with 24
12 C.F.R. § 8.22 and all applicable provisions of UFAS or the comparable provisions of
13 the Alternative Accessibility Standard, and shall include but not be limited to section
14 809.5 of the 2010 Standards for Accessible Design. Hearing/Vision Features
15 include but are not limited to visual alarms (UFAS §§ 4.34.10, 4.28.3), auxiliary
16 alarms (UFAS §§ 4.34.10, 4.28.4), telephone volume controls and hearing aid
17 compatibility (UFAS § 4.31.5), protections against protruding objects (UFAS § 4.4),
18 stairway requirements (UFAS §§ 4.9, 4.26.4), protections against exposed pipes and
19 surfaces (UFAS §§ 4.19.4, 4.24.6, 4.34.6.5(8)), audible alarms (UFAS § 4.28.2),
20 signage (UFAS § 4.30), push button controls for telephones (UFAS § 4.31.6),
21 consumer information (UFAS § 4.34.4), and range, cooktop, and oven controls
22 (UFAS §§ 4.34.6.6, 4.34.6.7).

23 **17. Housing Unit with Mobility Features.** “Housing Unit with Mobility
24 Features” means and refers to a Housing Unit that is located on an accessible route
25 and complies with the requirements of 24 C.F.R. § 8.22 and all applicable provisions
26 of UFAS or the comparable provisions of the Alternative Accessibility Standard
27 including but not limited to sections 809.2 through 809.4 of the 2010 Standards for
28 Accessible Design. A Housing Unit with Mobility Features can be approached,

1 entered, and used by persons with mobility disabilities, including individuals who
2 use wheelchairs.

3 **18. Judgment.** “Judgment” means a judgment entered by the District
4 Court in this Litigation, substantially in the form attached to this Agreement as
5 Exhibit D that, among other things, fully approves and incorporates the terms of this
6 Agreement and retains the District Court's jurisdiction to enforce the Agreement
7 throughout the Settlement Term.

8 **19. Operative Date.** “Operative Date” means January 2, 2018.

9 **20. Owner.** “Owner” means and refers to an owner of a Housing
10 Development listed in Exhibit A or Exhibit B (and such owner’s successors and
11 assigns) that (1) received any Federal financial assistance from the CRA after July
12 11, 1988, (2) was, is, or will be the Owner of a such a Housing Development
13 designed, constructed, altered, operated, administered, or financed, in whole or in
14 part, in connection with a program administered in whole or in part by the CRA
15 since January 26, 1992, and/or (3) is an Owner of a unit remediated, constructed, or
16 otherwise made accessible pursuant to this Agreement.

17 **21. Oversight Board.** “Oversight Board” means the Oversight Board
18 established pursuant to California Health & Safety Code §§ 34179, *et seq.*, to
19 approve and/or direct specified activities of the CRA.

20 **22. Person with a Disability.** “Person with a Disability” means and refers
21 to a person who has a physical or mental impairment that substantially limits one or
22 more major life activities such as caring for oneself, manual tasks, walking, seeing,
23 hearing, speaking, breathing, or learning; has a record of such impairment; or is
24 regarded as having such an impairment. *See* 24 C.F.R. § 8.3, as modified by the
25 ADA Amendments Act of 2008, Pub. L. 110-325, §7(2), 122 Stat. 3558 (September
26 25, 2008), amending 29 U.S.C. §705(20). This definition includes people with
27 disabilities as defined in Cal. Gov. Code Sec. 12926 to the extent that provision is
28 more inclusive than federal law.

1 23. **Program Access.** “Program Access” means applicable Accessibility
2 Laws directing a public entity to operate each service, program, or activity so that
3 the service, program, or activity, when viewed in its entirety, is readily accessible to
4 and usable by Persons with Disabilities.

5 24. **Reasonable Accommodation.** “Reasonable Accommodation” means a
6 change in rules, policies, practices, or procedures that is necessary, pursuant to the
7 Fair Housing Act, to provide a person with a disability an equal opportunity to use
8 and enjoy a Housing Unit.

9 25. **Reasonable Modification.** “Reasonable Modification” means a
10 change in rules, policies, practices, or procedures that is necessary, pursuant to
11 Section 504 or the ADA, to provide a person with a disability an equal
12 opportunity to use and enjoy a Housing Unit. Pursuant to the Fair Housing Act,
13 “Reasonable Modification” means any reasonable physical or structural change to
14 a Housing Unit or a public or common use area.

15 26. **Recognized Obligation Payment Schedule or ROPS.** “Recognized
16 Obligation Payment Schedule” or “ROPS” means a Recognized Obligation
17 Payment Schedule prepared by the CRA under Calif. Health & Safety Code
18 Section § 34177.

19 27. **Settlement Coordinator or Section 504/ADA Coordinator for**
20 **Accessible Housing.** “Settlement Coordinator” or “Section 504/ADA Coordinator
21 for Accessible Housing” means the individual designated by the CRA pursuant to
22 and in accordance with Paragraph III.18, below.

23 28. **Substantial Rehabilitation.** “Substantial Rehabilitation” has the same
24 meaning as in 24 C.F.R. § 8.23.

25 29. **Target Number of Accessible Units.** “Target Number of Accessible
26 Units” means the Two Hundred Fifty (250) apartment units the CRA will cause to be
27 Accessible to meet its obligations under this Agreement and federal and state law
28 within three (3) years of the Operative Date.

1 30. **Uniform Federal Accessibility Standards or UFAS.** “Uniform
2 Federal Accessibility Standards” or “UFAS” means and refers to a set of scoping
3 requirements and standards for the design and construction of buildings and facilities
4 to ensure that they are readily accessible to and usable by persons with disabilities.
5 See Appendix A to 24 C.F.R. subpart 40 for residential structures and Appendix A to
6 41 C.F.R. subpart 101-19.6 for general-type. Pursuant to 24 C.F.R. § 8.32(a),
7 effective July 11, 1988, the design, construction, or alteration of buildings in
8 conformance with sections 3-8 of UFAS shall be deemed to comply, *inter alia*, with
9 the requirements of 24 C.F.R. § 8.22.

10
11 **III. SCOPE AND TERMS OF THE AGREEMENT**

12 NOW, THEREFORE, for good and valuable consideration, the sufficiency and
13 receipt of which is hereby acknowledged, the Parties stipulate, and intend that the
14 District Court will make the following findings as part of the Final Judgment:

15 1. **Recitals.** The recitals set forth above are incorporated by reference in
16 this Section and made a part of this Agreement.

17 2. **Jurisdiction.** The Court has personal jurisdiction over Plaintiffs and
18 the CRA for purposes of this Litigation and jurisdiction over this Litigation pursuant
19 to 28 U.S.C. §§ 1331 and 1367, and 28 U.S.C. §§ 2201 and 2202. Relief may be
20 granted pursuant to 29 U.S.C. § 794a and 42 U.S.C. § 12132 et seq. Venue is proper
21 in this District.

22 3. **Binding Effect.** The provisions of this Agreement shall be binding
23 upon the Parties, and shall become effective on the Effective Date.

24 4. **Purpose of Settlement.** To avoid the cost, expense, and uncertainty of
25 protracted litigation, the CRA and Plaintiffs enter into this Agreement, which shall
26 be binding upon the CRA and Plaintiffs and extinguish all Released Claims and shall
27 constitute the final and complete resolution of all issues addressed herein. Pursuant
28 to the terms of this Agreement, the CRA will undertake the actions described below

1 for the purpose of ensuring that CRA-assisted housing programs, services, and
2 activities are in compliance with the accessibility requirements of Section 504, the
3 ADA, and Section 11135.

4 **5. Approval by the District Court.** The Parties intend that this
5 Agreement be approved by the District Court, and that the District Court retain
6 jurisdiction for the Term of this Agreement to resolve any dispute regarding
7 compliance with the Agreement that cannot be resolved through the process
8 described in Section VII, below. Furthermore, upon such approval, the District
9 Court shall enter the Judgment under Rule 54(b) of the Federal Rules of Civil
10 Procedure (substantially in the form attached to this Agreement as Exhibit D.)

11 **6. Term of Agreement.** The District Court shall have continuing
12 jurisdiction over this Agreement throughout the Settlement Term. This Agreement
13 shall expire when the parties submit a stipulation to the Court acknowledging that
14 CRA has achieved the Target Number of Accessible Units and the Accessibility
15 Covenants required by Section III.14.(f) and (g) of this Agreement have been
16 recorded on each such unit, or at such other date as the Court shall determine. CRA
17 shall undertake good faith efforts to reach the Target Number of Accessible Units
18 within three (3) years of the Operative Date. Nothing in this Paragraph shall bar any
19 Party from moving for an extension of the Agreement to enforce any obligations
20 herein.

21 **7. CRA's Commitment to Provide Affordable, Accessible Housing.**
22 The CRA shall take the actions set forth in this Agreement to provide accessibility
23 for persons with disabilities in its housing-related programs. Among other things,
24 the CRA shall expend such funds as may be necessary over the Settlement Term to
25 ensure the production of the Target Number of Accessible Units by means of
26 inspecting existing Housing Developments to determine compliance with this
27 Agreement, and taking all other actions necessary to provide for Two Hundred Fifty
28 (250) Accessible Housing Units in Accessible Housing Developments as required by

1 this Agreement by no later than three (3) years after the Operative Date. The failure
2 of the CRA to secure the cooperation of any Owner with efforts to remedy non-
3 compliance with requirements set out in this Agreement shall not excuse the CRA's
4 obligation to achieve the Target Number of Accessible Units but shall not constitute
5 a breach of this Agreement as long as CRA is acting in good faith to achieve the
6 Target Number of Accessible Units. The CRA shall notify the Plaintiffs, within a
7 reasonable timeframe, of non-cooperation by an Owner.

8 **8. Housing Accessibility Fund.** The CRA shall establish a Housing
9 Accessibility Fund to be paid for with funds from the Redevelopment Property Tax
10 Trust Fund or other funds available to the CRA/LA in the following amounts:

- 11 a. Eight Million, Seven Hundred Fifty Thousand Dollars (\$8,750,000)
12 for accessibility enhancements, as identified in the Accessible
13 Housing Unit Plan, of 250 housing units, or so much as required to
14 retrofit the agreed upon 250 housing units and common areas, and to
15 cover incidental costs such as relocation and implementation of
16 accessibility policies;
- 17 b. One Hundred Sixty Thousand Dollars (\$160,000) for the Court-
18 appointed Monitor described in Section IV, below.

19 **9. Implementation Costs.** In addition to the funds deposited in the
20 Accessible Housing Fund, the CRA shall be responsible for all costs of
21 implementation of this Agreement, including costs of experts, consultants, necessary
22 temporary relocation costs for tenants needed to move during remediation of units,
23 and other expenses.

24 **10. Placement on ROPS.** The parties believe that the obligations herein
25 constitute enforceable obligations within the meaning of Cal. Health & Safety Code
26 § 34171 et seq. On June 1, 2017, the Governing Board authorized CRA's Chief
27 Executive Officer and counsel to execute this Settlement Agreement. In order to
28 further comply with the provisions of Paragraph III.7, above, the CRA shall

1 undertake the following:

- 2 a. No later than June 30, 2017, the Chief Executive Officer and
3 counsel for CRA shall execute and return to counsel for the
4 Plaintiffs this Agreement and a joint stipulation for entry of
5 judgment on this Agreement for immediate submission to the
6 Court.
- 7 b. Following the entry of judgment on this Agreement, present to
8 its Governing Board for its consideration and approval an
9 amendment of ROPS 17-18, Line No. 38, to reflect the entry of
10 Judgment and to fully reflect the obligations in ¶¶ III.7 and
11 III.8, above, as an obligation of the CRA/LA, to be paid for
12 with funds from the Redevelopment Property Tax Trust Fund or
13 other funds available to the CRA/LA, in which CRA/LA lists
14 the total obligation for that item as no less than Eight Million
15 Nine Hundred Ten Thousand Dollars (\$8,910,000.00). The
16 CRA/LA will undertake all reasonable efforts to present the
17 above-reference amendment to the Governing Board by
18 September 7, 2017.
- 19 c. When the CRA/LA Governing Board approves the above
20 described amendment to the ROPS, present the approved ROPS
21 17-18, Line 38 amendment to the CRA/LA Oversight Board for
22 its consideration and approval at the next Oversight Board
23 meeting in accordance with Health & Safety Code Sec 34177 et
24 seq.
- 25 d. Within two (2) calendar days of approval of the ROPS 17-18,
26 Line 38 amendment by the Oversight Board, transmit the
27 approved Oversight Board resolution and ROPS amendment to
28 the Department of Finance in accordance with Health & Safety

1 Code Secs 34177 et seq., for its review.

- 2 e. No later than September 30, 2017, submit the ROPS 17-18,
3 Line 38 amendment to the Department of Finance.
- 4 f. If the Department of Finance raises questions or concerns or
5 seeks additional information about the amended Line Item 38
6 on ROPS17-18, CRA shall promptly notify Plaintiffs' counsel.
7 If the Department of Finance denies the amended Line Item 38
8 on ROPS17-18, CRA shall promptly request an opportunity to
9 meet and confer with the Department of Finance pursuant to
10 Cal. Health & Safety Code §§ 34177, notify Plaintiffs, provide
11 Plaintiffs with copies of all related correspondence and emails,
12 invite Plaintiff's participation in the meet and confer process,
13 and take all appropriate steps to provide all necessary
14 information to the Department of Finance to establish that this
15 Settlement, Subsequent Judgment and the obligations in this
16 Agreement arise from and are enforceable obligations under the
17 Dissolution Law.
- 18 g. Continue to list the annual payments to be expended in each 12
19 month period as required to perform its obligations under this
20 Agreement and Judgment on the ROPS annually, in compliance
21 with paragraphs (a) through (d) above, until such time as the
22 obligations under this Agreement and Judgment are met.

23 **11. Other Actions.** The CRA shall also take the actions set forth in this
24 Agreement and such other actions as may be necessary to ensure that the CRA
25 complies with its obligations under this Agreement, including its obligations with
26 respect to Owner compliance with Housing Policies, to ensure that assisted Housing
27 Developments operate in accordance with Federal and California law.

28 **12. CRA's Compliance.** The CRA shall comply with the requirements of

1 Section 504, the ADA, Section 11135, and other applicable nondiscrimination laws
2 with respect to all aspects of its own housing-related programs, services, and
3 activities, including administration and financing.

4 **13. Reporting of Activities to Ensure Compliance.** Pursuant to its
5 reporting obligations set out in Paragraph III.15, below, and elsewhere in this
6 Agreement, the CRA shall report on the actions it takes to ensure its own
7 compliance and to require and ensure Owners' compliance with Section 504, the
8 ADA, Section 11135, and the terms of this Agreement.

9 **14. Specific Commitments to Achieving Accessibility.** This Agreement
10 provides for the following:

11 (a) **Architectural Accessibility.** The CRA shall cause Two Hundred
12 Fifty (250) Housing Units ("Target Number of Accessible Units") to
13 come into compliance with the architectural accessibility standards
14 under Section 504, the ADA, and Section 11135 within three (3) years
15 of the Operative Date.

- 16 1. At least 163 Accessible Units (111 of which will be
17 Accessible Units with Mobility Features and 52 of which
18 will be Accessible Units with Hearing/Vision Features)
19 shall be located in the Developments specified in Exhibit
20 B, according to the distribution specified in Exhibit B.
- 21 2. The balance of 87 Accessible Units (67 of which will be
22 Accessible Units with Mobility Features and 20 of which
23 will be Accessible Units with Hearing/Vision Features)
24 may be accomplished through a combination of new
25 construction, substantial rehabilitation, the remediation of
26 existing housing units or certification that existing
27 housing units meet federal and state accessibility
28 standards, pursuant to the Accessible Housing Unit Plan

1 described in Paragraph III.14(b), below. Nothing in this
2 Agreement shall be construed to limit the location of the
3 87 Accessible Units to Housing Developments listed in
4 Appendix A.

5 3. In order to count a Housing Unit toward the Target
6 Number of Accessible Units, the CRA must provide a
7 Certification of Compliance with Accessibility Standards
8 (substantially in the form of the attached Exhibit E, as
9 may be modified from time to time by written agreement
10 among the parties) to the Monitor that the Housing Unit
11 and the Housing Development meet the requirements of
12 Accessibility Standards. Unless approved in advance and
13 in writing by the Plaintiffs, the CRA shall not receive
14 credit toward the Target Number of Accessible Units for
15 any unit if the City is claiming credit for such unit under
16 the City Settlement Agreement.

17 4. In the event CRA is unable to successfully place all of
18 the 163 Accessible Units as contemplated in Exhibit B,
19 or the additional 87 Accessible Units contemplated by
20 Paragraph III.14(a)(2), above, the Parties shall meet and
21 confer in good faith regarding alternative locations for
22 such Accessible Units, pursuant to the criteria in the
23 Accessible Housing Unit Plan and the Affordability
24 Strategy.

25 (b) **Accessible Housing Unit Plan**. Annual production schedules will be
26 established pursuant to an Accessible Housing Unit Plan ("Plan"),
27 recommending locations of accessible housing units, which will be
28 agreed to by the Parties no later than July 1, 2018.

1 i. The Plan shall be developed in consultation with one or
2 more experts, agreed to by the Parties and compensated by the CRA,
3 who will conduct accessibility surveys and otherwise advise the Parties
4 on compliance with federal and state accessibility requirements, as set
5 forth in Paragraph III.10(d), below. The Plaintiffs agree that Carde Ten
6 may serve as an expert if requested by CRA, provided that, for each
7 building CRA proposes to remediate, CRA provides Plaintiffs the
8 accessibility survey and proposed remediation plan conducted by its
9 expert, gives Plaintiffs a period of fifteen (15) days to review them
10 before undertaking or requiring the undertaking of any accessibility
11 remediations and requests that each Owner provide Plaintiffs' experts a
12 timely right of entry to assess whether as-built remediations conform to
13 the relevant remediation plan.

14 ii. The Plan shall prioritize placement of Accessible Units in
15 units with affordability covenants or commitments, in buildings with
16 relatively longer remaining useful lives, with access to public
17 transportation and other amenities, in locations where public paths of
18 travel are accessible, and with attention to a balance of geographic
19 locations and units sizes pursuant to 24 C.F.R. §8.26.

20 iii. No later than March 31, 2018, CRA will develop a plan,
21 in consultation with Plaintiffs, to maximize the affordability of the
22 Target Number of Accessible Units (the "Affordability Plan"). To the
23 extent covenants or other affordability commitments exist at the
24 appropriate income levels, and CRA encounters no third party-created
25 impediments that CRA cannot overcome with good faith efforts, CRA
26 will work with project owners and Plaintiffs to cause retrofits to be
27 accomplished so as to ensure that at least 25% of Accessible Units
28 will be affordable to and reserved for households at or below 50% of

1 Area Median Income for the County of Los Angeles as determined by
2 HUD (“AMI”), and at least 25% of units will be affordable to and
3 reserved for households at 35% of AMI; and, with respect to
4 properties listed in Exhibit B that are located in the North Hollywood
5 Redevelopment area, at least 13 Accessible Units are affordable to
6 and reserved for households at or below 50% of AMI and at least 14
7 Accessible Units are affordable to and reserved for households at or
8 below 60% of AMI.

9 iv. The Affordability Strategy shall:

10 (1) With respect to each Housing Development listed in
11 Exhibit B, identify methods for maximizing the
12 assigned number of Housing Units with Mobility
13 Features and Housing Units with Hearing/Vision
14 Features in existing apartment units subject to
15 affordability covenants or commitments.

16 i. Should CRA be unable to place the
17 requisite number of Accessible Units
18 into units with affordability covenants in
19 any Housing Development listed in
20 Exhibit B, CRA shall provide notice to
21 Plaintiffs and shall develop, in
22 consultation with Plaintiffs, alternative
23 approaches to achieving affordability in
24 such units or in other areas.

25 (2) With respect to the balance of 87 Accessible Units,
26 take reasonable steps to conduct new construction or
27 remediation activities so that Accessible Units are
28 developed in units or buildings that have covenants

1 making such units affordable to households that earn
2 at or below Fifty Percent (50%) of the Area Median
3 Income for the County of Los Angeles, as determined
4 by HUD.

5 v. Consistent with the federal Uniform Relocation Act,
6 California relocation law (California Government Code § 7260.5 et seq.,
7 and federal and state reasonable accommodation and reasonable
8 modification requirements, the Plan shall provide that the CRA, when
9 appropriate, temporarily relocate, or require Owners to temporarily
10 relocate, existing tenants occupying units to be retrofitted, at Owner or
11 CRA expense, and shall address potential temporary displacements of
12 tenants.

13 vi. The Parties agree that Plaintiffs shall be consulted in the
14 event that changes must be made to the Accessible Housing Unit Plan.

15 (c) **Qualifications of Experts.** Each expert hired by the CRA to implement
16 Paragraph III.14(b), above, shall: (1) be an architect; (2) have substantial
17 experience in evaluating or assisting public entities in evaluating the
18 accessibility of facilities under Section 504, the ADA, and California
19 Building Code; (3) be knowledgeable in current federal and California
20 accessibility standards; and (4) have a minimum of three (3) years'
21 experience in providing Section 504 and/or ADA services related to
22 accessible facilities.

23 (d) **Development of Accessible Housing Unit Plan.** The expert(s)
24 identified in Paragraph III.14(b), above, shall assist the CRA in the
25 following:

26 i. Identifying which existing Housing Developments are most
27 suitable for placement of Accessible Units.

28 ii. Reviewing existing accessibility surveys and conducting

1 additional such surveys to inform the development of the Accessible
2 Housing Unit Plan, and remediation plans for individual Developments.

3 iii. Assisting the CRA in developing protocols, assessment
4 tools, checklists, and standards for ensuring accessibility and for
5 issuance of Certifications of Compliance with Accessibility Standards.

6 iv. Providing training to the CRA staff and agents who will
7 implement the accessibility provisions of this Agreement regarding the
8 interpretation and application of the Accessibility Standards.

9 (e) **Accessibility in Existing Buildings to be Remediated.** For purposes of
10 meeting the Target Number of Accessible Units, the CRA may count a
11 remediated unit to the extent the unit and the project's common areas
12 meet the Accessibility Standards, and the unit and common areas are
13 located on accessible routes.

14 (f) **Other Steps to Ensure Accessibility.** CRA shall, by recorded
15 Accessibility Covenants substantially in the form of the attached
16 Exhibit C, as may be modified from time to time by written agreement
17 among the parties, require Owners of the Target Number of
18 Accessible Units to follow the Housing Policies developed by the City
19 of Los Angeles pursuant to Exhibits C-1 and C-2 of the City
20 Settlement Agreement, as amended from time to time, and undertake
21 other good faith measures to ensure that Owners are aware of and
22 adopt and comply with Housing Policies consistent with Section 504,
23 including Section 504's implementing regulations at 24 CFR Part 8,
24 and the ADA, including outreach to people with disabilities to market
25 the accessible units, maintenance of accessible features, priorities for
26 people who need the accessible features to obtain the accessible units,
27 non-discrimination policies, reasonable accommodation and
28 modification policies, and effective communication policies. To

1 effectuate those goals: 1) The CRA shall undertake good faith efforts
2 to ensure that the Owners comply with the Housing Policies adopted
3 pursuant to Exhibits C-1 and C-2 of the City Settlement Agreement,
4 or similar Housing Policies approved by Plaintiffs; 2) The CRA shall
5 offer Owners training on the relevant policies, and 3) The CRA shall
6 instruct Owners to provide up-to-date information regarding such
7 Accessible Units on the Internet-based Accessible Housing Registry
8 (“Registry”) created pursuant to the City Settlement Agreement.

9 (g) **Recorded Accessibility Covenants.** To effectuate compliance with
10 Section 504, including Section 504’s implementing regulations at 24
11 CFR Part 8, and the ADA, CRA agrees to require those Owners who
12 receive CRA assistance in the development or remediation of
13 Accessible Units to enter into recorded Accessibility Covenants
14 substantially in the form of the attached Exhibit C, as may be
15 modified from time to time by written agreement among the parties,
16 requiring them to adopt and comply with the Housing Policies
17 developed by the City of Los Angeles pursuant to Exhibits C-1 and C-
18 2 of the City Settlement Agreement.

19 **15. Reporting Requirements.** The Settlement Coordinator shall prepare
20 twice-yearly reports containing qualitative and quantitative data detailing the
21 activities carried out under this Agreement for the preceding reporting period
22 pursuant to Paragraphs III.16 and III.17., below, to be provided to Plaintiffs’
23 Counsel (as provided for in ¶X.4., below) and the Monitor on or before June 30 and
24 December 31 of each year beginning December 31, 2018.

25 **16. Report Contents.** Reports referenced in Paragraph III.15, above, shall
26 include, at a minimum, a detailed description of the following:

27 (a) **Compliance Efforts.** Compliance efforts which have been made since
28 the last report with respect to each of the substantive terms of this

1 Agreement, and the actions taken to ensure the CRA's own compliance
2 and to require and ensure Owners' compliance with Section 504, the
3 ADA, Section 11135, and the terms of this Agreement.

4 (b) **Accessible Unit Progress Information**. Progress in achieving the
5 Target Number of Accessible Units and annual production schedules
6 under the Accessible Housing Unit Plan, including information
7 regarding geographic distribution of accessible units in a range of unit
8 sizes; affordability and access to public transportation and other
9 amenities; and the provision of temporary replacement housing for
10 tenants displaced by remediation efforts, sufficient to evaluate
11 compliance with the requirements of this Agreement and the
12 Accessible Housing Plan in those areas.

13 (c) **Housing Policy Progress Information**. Progress in ensuring that
14 Housing Developments adopt the Housing Policies, and of monitoring
15 and enforcement efforts to ensure compliance with the Housing
16 Policies, including a list of Housing Developments indicating the
17 status of compliance of each Housing Development with policy
18 obligations.

19 (d) **Specific Required Information**. The Report shall also include:

20 i. A list by address and unit number of all Housing
21 Developments and Housing Units which have received Certifications
22 of Compliance with Accessibility Standards and Certifications of
23 Adoption of Housing Policies since the last report.

24 ii. Specific quantitative data as identified in Paragraph
25 III.17, below.

26 iii. The amount and sources of funds expended to comply
27 with this Agreement since the last report.
28

1 (e) **Termination of Reporting.** Provided that CRA has required Owners
2 who receive CRA assistance in the development or remediation of
3 Accessible Units to enter into recorded Accessibility Covenants
4 substantially in the form of the attached Exhibit C, as may be modified
5 from time to time by written agreement among the parties, CRA's
6 reporting obligations under this Agreement shall cease upon CRA's
7 completion of the 250 housing units.

8 17. **Quantitative Data.** Quantitative data referenced in Paragraphs III.15
9 and III.16., above, shall include the number of properties inspected; numbers/types
10 of units under construction; number/types of Accessible Units completed; number
11 and addresses of properties with recorded Accessibility Covenants; number/types of
12 Accessible Units occupied by persons with disabilities who need the accessibility
13 features; and number/types of Accessible Units occupied by persons who do not
14 need the accessibility features. The report shall be submitted to the Monitor
15 pursuant to Paragraph III.15, above.

16 18. **Appointment of Settlement Coordinator ("Settlement Coordinator"**
17 **or "Coordinator").** Within 90 days of the Operative Date, the CRA shall appoint a
18 Settlement Coordinator and provide the individual's name and contact information
19 to Plaintiffs' Counsel and the Monitor. The individual initially appointed as
20 Settlement Coordinator may be replaced with another individual with notice to
21 Plaintiffs. A Settlement Coordinator will coordinate effective implementation of
22 this Agreement, shall be retained throughout the term of this Agreement, and shall
23 be directed and compensated by the CRA. The Settlement Coordinator will report
24 directly to the Chief Executive Officer of the CRA concerning matters relating to
25 this Agreement. The CRA shall commit sufficient resources, authority, and
26 independence so that the Settlement Coordinator can successfully accomplish his or
27 her responsibilities under this Agreement.

1 19. **Responsibilities and Authority of the Settlement Coordinator.**

2 At all times during the term of the Agreement, the Settlement
3 Coordinator shall have responsibility and authority to:

4 (a) **Handle Complaints.** Receive and respond to reasonable inquiries
5 and complaints from Plaintiffs and others concerning accessibility
6 barriers affecting Housing Developments and the CRA's Housing
7 Programs.

8 (b) **Coordinate Compliance Activities.** Coordinate all compliance
9 activities under this Agreement, including:

10 i. Issue, or oversee the issuance of, Certifications of
11 Compliance with Accessibility Standards for Housing Units and
12 Housing Developments pursuant to Paragraph III.14(d)(iii).

13 ii. Review, contribute to, and timely submit all reports
14 required by this Agreement, as well as any underlying documentation.

15 iii. Consult, as the Settlement Coordinator deems appropriate,
16 with CRA personnel, contractors, or representatives to obtain
17 information concerning the CRA's compliance with the terms of this
18 Agreement.

19 iv. Provide or oversee training identified in Paragraph
20 III.10(d).

21 v. Receive and respond to inquiries regarding the
22 implementation of this Agreement by the CRA and Owners

23 vi. Respond to Plaintiffs' or Plaintiffs' Counsel's requests for
24 information and documents relating to any provisions of this Agreement.

25 20. **Plaintiffs' Rights With Respect to Testing.** Nothing in this
26 Agreement shall be construed to diminish Plaintiffs' rights to conduct tests **and**
27 **monitoring** to determine that Owners of Housing Developments are complying with
28 federal and state law.

1 **IV. MONITORING**

2 1. **Court Appointment of Monitor.** Within thirty (30) days of Operative
3 Date, the Parties will ask the District Court to appoint a Monitor to ensure that this
4 Agreement is implemented effectively and to assist the Court in monitoring the
5 CRA's compliance with this Agreement. The Parties shall jointly propose to the
6 District Court one or more candidates to serve as a court-appointed Monitor. The
7 Monitor will assess the CRA's progress toward achieving the Target Number of
8 Accessible Units and implementation of policies and procedures by reviewing plans,
9 policies, procedures, expenditures, staffing, and production of accessible units,
10 among other things. The Monitor shall serve throughout the Settlement Term and
11 shall report to the Court. For the purposes of this Settlement Agreement, the
12 Monitor's authority shall derive from the Court, not the Parties.

13 (a) **Monitor Qualifications.** The Monitor's qualifications shall include, but
14 not be limited to the following: (1) familiarity with and experience in the
15 monitoring and enforcement of disability rights laws; and (2) familiarity
16 with and experience in the education and training of employees in (a)
17 disability rights laws, and (b) the requirements of compliance with
18 settlement agreements or court orders. Preference shall be given to an
19 individual who is familiar with compliance with disability housing
20 accessibility laws.

21 (b) **Monitor Responsibility and Authority.** The Monitor shall evaluate the
22 CRA's compliance with the provisions of this Agreement to ensure full
23 compliance with all of its terms. The Monitor shall have the obligation
24 and authority to take steps to carry out this responsibility including but
25 not limited to the obligation and authority to:

26 i. Monitor, review, collect, evaluate, and verify written and
27 electronic data and information on progress and completion of the
28 Accessible Unit Housing Plan, accessibility of Housing Units and

1 Housing Developments, CRA Housing Program Accessibility, CRA
2 monitoring of Owner compliance, and all other components of the
3 Agreement.

4 ii. Enter into any Housing Units or Housing Developments to
5 conduct inspections, with appropriate notice to affected individuals, of
6 selected Housing Units and Housing Developments as the Monitor
7 deems appropriate, and measure, photograph, or otherwise document
8 accessibility compliance.

9 iii. Interview CRA staff, consultants, contractors, and agents as
10 the Monitor deems appropriate.

11 iv. Hire experts or staff as needed, within the budgetary limits
12 in Paragraph IV.1.(e), below, to assist in carrying out these
13 responsibilities.

14 v. Review and assess all reports prepared by the CRA as
15 required by the terms and provisions of this Agreement, and prepare
16 recommendations for additional action as needed.

17 vi. Provide Counsel for Plaintiffs and the CRA any relevant
18 information known to or available to the Monitor under any provision of
19 this Agreement upon reasonable request.

20 vii. Prepare a written semi-annual report for submission to
21 Counsel for Plaintiffs and the CRA on or before March 31 and
22 September 30 of each year, beginning March 31, 2018, which shall
23 describe, at a minimum, the Monitor's assessment of the CRA's
24 progress in complying with all of the provisions of this Agreement, and
25 the Monitor's comments on Reports submitted by the CRA. A copy will
26 be filed with the Court. The parties shall meet and confer among
27 themselves or with the Monitor to resolve any problems identified by the
28 Monitor or any of the parties. If the parties cannot reach agreement,

1 either party may request that the Monitor submit an additional report to
2 the Court with recommendations for action, and shall file a motion with
3 the Court for consideration of such recommendations or other requested
4 relief.

5 viii. Meet and confer with Plaintiffs and the CRA, to consider
6 suggestions for implementing the spirit and letter of the Agreement, and
7 to clarify information contained in the Monitor's reports.

8 (c) **Records and Other Information Available to Monitor.** For the
9 duration of this Agreement, except to the extent that disclosure of
10 information is prohibited by law or applicable privileges, the CRA
11 shall provide the Monitor upon request information and records (or
12 other computerized counterparts) reasonably available to the CRA,
13 and which are sufficient to adequately monitor the CRA's compliance
14 with all provisions of this Agreement and to complete the reporting
15 described in Paragraphs III.15 and III.16, above, including but not
16 limited to all records relating to implementation of the Accessible
17 Housing Unit Plan, architectural accessibility compliance for existing
18 and new Housing Developments (including surveys, plans, and
19 architectural drawings), issuance of Certifications of Compliance with
20 Accessibility Standards, progress in meeting Target Number, training
21 materials, waiting lists, and annual funding devoted to the program.
22 The CRA must make available to the Monitor and to Plaintiff
23 Counsel any records relating to the implementation of any provision
24 of this Agreement, including records submitted by Owners that are in
25 the custody and control of CRA.

26 (d) **Meetings with Monitor.**

27 i. **Preliminary Meeting.** No later than ninety (90) days
28 following the commencement of employment by the Monitor, the

1 Monitor, and Counsel for all Parties shall attend a preliminary meeting
2 at a location designated by the Monitor. The purpose of the meeting
3 shall be for the CRA to describe the activities that have been and will be
4 taken with respect to the implementation of the Agreement and for the
5 parties Counsel to discuss any relevant issues concerning the
6 implementation of the Agreement.

7 ii. Additional Meetings. In addition to the preliminary
8 meeting, the Monitor shall hold at least one annual meeting with the
9 CRA and Plaintiffs to review progress. The Monitor may, as he or she
10 deems appropriate, schedule other meetings and/or conference calls with
11 the Parties Counsel to discuss any relevant issues concerning the
12 implementation and enforcement of the Agreement.

- 13 (e) Cost of Monitor. The CRA shall bear the cost of the Monitor during
14 the Settlement Term, which costs shall be capped at One Hundred Sixty
15 Thousand Dollars (\$160,000).

16 **V. RECORD KEEPING AND REPORTING**

17 **1. Record Keeping and Reporting**

- 18 (a) During the Settlement Term, the CRA shall maintain all records
19 necessary to verify compliance with the terms of this Agreement. The
20 CRA shall instruct Owners to maintain all records regarding
21 compliance with the terms of the Agreement.

- 22 (b) Subject to the limitations cited in Paragraph IV.1.(c)., the CRA shall,
23 upon reasonable request by Plaintiffs' Counsel or the Monitor,
24 provide a copy of any data and reports, whether maintained
25 electronically or otherwise, in its possession, custody or control, and
26 take all reasonable steps short of litigation against an Owner to obtain
27 any records in the possession of Owners to the extent such records are
28 available to the CRA by virtue of any Accessibility Covenant or other

1 contractual agreement that support the Reports and obligations
2 required by this Agreement, to the Monitor or Plaintiffs' Counsel.

3 2. **CRA's Duty to Retain Documents.** The CRA shall maintain all
4 documents and records provided to the Monitor as well as all documents and
5 records maintained and/or generated by the CRA that pertain to the Agreement for
6 a period of five (5) years. For a period not to exceed six (6) months beyond the
7 expiration of this Agreement, Plaintiffs' Counsel shall, upon request, be provided
8 access to any of the records described in the Record-Keeping provisions of this
9 Agreement.

10 11 **VI. MUTUAL RELEASE OF CLAIMS**

12 1. **General Release of CRA Insurers.** Upon payment of the Settlement
13 Sum and Attorney's Fees Payments to be paid by CRA's Insurer as set forth below
14 under Section VIII(1) and (2), Plaintiffs, for themselves (and for their executors,
15 assigns, and successors, as well as their administrators, agents and representatives
16 acting in their official capacities on behalf of the Plaintiff Releasing Parties, do
17 hereby fully and finally remise, release, acquit, and forever discharge any and all
18 CRA Insurers and their respective successors, directors, officers, employees, agents,
19 past, present and future departments, boards, commissions, predecessors, and
20 successors-in-interest, from any and all claims and demands of any and every kind,
21 name, nature, or description, and from any rights, disputes, complaints, charges,
22 actions and causes of action, including, without limitation, a cause of action under
23 California Insurance Code Section 11580, suits, debts, injuries, reimbursements,
24 contracts, covenants, liens, liabilities, losses, costs, expenses, obligations, and
25 damages of any nature, kind, and description, whether asserted or unasserted, known
26 or unknown, anticipated or unanticipated, suspected or unsuspected, or actual or
27 contingent, in law or in equity, which the Plaintiff Releasing Parties, did have, now
28 have, or may have in the future, against the CRA Insurers, whether or not the same

1 be now existent or known to the Plaintiff Releasing Parties by reason of or arising
2 out of the claims as more particularly alleged in this Litigation and arising up until
3 the date of Judgment, including but not limited to any claim or cause of action,
4 including but not limited to injunctive, declaratory, or other non-monetary relief,
5 however described, that the Plaintiff Releasing Parties asserted or could have
6 asserted in this Litigation against the Defendant Released Entities, pertaining to
7 accessibility under Section 504, the ADA, and Section 11135, and availability to
8 people with disabilities of any and all of the multifamily housing funded, developed,
9 or significantly assisted by the CRA at any time prior to this Agreement (“Released
10 Claims”). Such Released Claims shall include any claims to enforce the terms of
11 this Agreement, except for provisions in VIII.1. and VIII.2., below, requiring CRA
12 Insurers to make certain payments.

13 **2. Plaintiffs’ Release of Claims Against the CRA Defendants**

14 Plaintiffs, for and in consideration of this Agreement, including any and all recitals,
15 promises, covenants, and terms herein, for themselves (and for their executors,
16 assigns, and successors, as well as their administrators, agents, and representatives
17 acting in their official capacities on behalf of Plaintiffs) (collectively “Plaintiff
18 Releasing Parties”), do hereby fully and finally remise, release, acquit, and forever
19 discharge the CRA and, in their official capacities, its respective successors,
20 directors, officers, employees, agents, its past, present and future departments,
21 boards, commissions, predecessors, and successors-in-interest, and Governing Board
22 (collectively “Defendant Released Entities”) from any and all claims and demands of
23 any and every kind, name, nature, or description, and from any rights, disputes,
24 complaints, charges, actions and causes of action, suits, debts, injuries,
25 reimbursements, contracts, covenants, liens, liabilities, losses, costs, expenses,
26 obligations, and damages of any nature, kind, and description, whether asserted or
27 unasserted, known or unknown, anticipated or unanticipated, suspected or
28 unsuspected, or actual or contingent, in law or in equity, which the Plaintiff

1 Releasing Parties now have against the Defendant Released Entities or any of the
2 Defendant Released Entities, whether or not the same be now existent or known to
3 the Plaintiff Releasing Parties, by reason of or arising out of the claims as more
4 particularly alleged in this Litigation and arising up until the date of Judgment,
5 including but not limited to any claim or cause of action, including but not limited to
6 injunctive, declaratory, or other non-monetary relief, however described, that the
7 Plaintiff Releasing Parties asserted or could have asserted in this Litigation against
8 the Defendant Released Entities, pertaining to accessibility under Section 504, the
9 ADA, and Section 11135, and availability to people with disabilities of any and all
10 of the multifamily housing funded, developed, or significantly assisted by the CRA
11 at any time prior to this Agreement (“Released Claims”). Such Released Claims,
12 however, shall not include any claims to enforce the terms of this Agreement. Such
13 Released Claims also shall not include claims set forth in the case captioned United
14 States of America, ex rel. Ling, et al. v. City of Los Angeles, et al., Case No. 2:11-
15 00974-PSG-(JCx). This Agreement does not extinguish or affect the rights of any
16 third party to pursue his or her individual claims against the CRA.

17 **3. Defendant’s Release of Claims.** The CRA, for itself and its respective
18 successors, directors, officers, employees, agents, their past, present and future
19 departments, boards, commissions, predecessors, and successors-in-interest,
20 (collectively “Defendant Releasing Parties”), for and in consideration of this
21 Agreement including any and all recitals, promises, covenants, and terms herein,
22 does hereby fully and finally remise, release, acquit, and forever discharge Plaintiffs
23 (and their assigns, and successors, as well as their administrators, agents, and
24 representatives acting in their official capacities on behalf of Plaintiffs) (collectively
25 “Plaintiff Released Entities”) from any and all claims and demands of any and every
26 kind, name, nature, or description, and from any rights, disputes, complaints,
27 charges, actions and causes of action, suits, debts, injuries, reimbursements,
28 contracts, covenants, liens, liabilities, losses, costs, expenses, obligations, and

1 damages of any nature, kind, and description, whether asserted or unasserted, known
2 or unknown, anticipated or unanticipated, suspected or unsuspected, or actual or
3 contingent, in law or in equity, which the CRA now has against the Plaintiff
4 Released Entities, whether or not the same be now existent or known to the CRA, by
5 reason of or arising out of the claims as more particularly alleged in this Litigation
6 and arising up until the date of Judgment, including but not limited to any claim or
7 cause of action, including but not limited to injunctive, declaratory, or other non-
8 monetary relief, however described, that the CRA asserted or could have asserted in
9 the Action, pertaining to the accessibility under Section 504, the ADA, and Section
10 11135, and availability to people with disabilities of any and all of the multifamily
11 housing funded, developed, or significantly assisted by the CRA at any time prior to
12 this Agreement (“Released Claims”). Such Released Claims, however, shall not
13 include any claims to enforce the terms of this Agreement.

14 **VII. DISPUTE RESOLUTION**

15 1. **Meet and Confer Obligation.** If any Party believes that a dispute exists
16 relating to any violation of or failure to perform any of the provisions of this
17 Settlement Agreement, it shall notify the other Party in writing and describe the
18 alleged violation or failure to perform with particularity. The Parties shall meet and
19 confer within ten (10) business days of receipt of such notice. If they are unable to
20 resolve their differences, they shall resort to mediation as described below.

21 2. **Mediation.** If the Parties are unable to resolve a dispute through the
22 meet and confer process described above, the Parties shall mediate the dispute. The
23 Parties shall have fifteen (15) business days to jointly select a mediator. If the Parties
24 are unable to reach agreement on a mediator, each side may submit three (3) names
25 of proposed mediators to the District Court and the District Court shall select the
26 mediator. The mediation shall be conducted within thirty (30) days of the selection of
27 the mediator, in the manner determined by the mediator, and the Parties shall engage
28 in good faith efforts to resolve the dispute through such mediation.

1 3. Resolution by the District Court. If the Parties are unable to resolve a
2 dispute through the mediation process described above, any Party may make a
3 motion to the District Court to enforce the Agreement in order to resolve the dispute.

4 **VIII. COMPENSATION AND FEES**

5 1. Compensation to Plaintiffs. The CRA/LA, by and through the CRA
6 Insurers, agrees to pay each Plaintiff organization One Million Dollars (\$1,000,000),
7 or a total of Three Million Dollars (\$3,000,000) (the "Settlement Sum"), to resolve
8 in full all claims for monetary damages. The Settlement Sum shall be paid within
9 ten (10) business days after the Judgment entered on the Settlement Agreement
10 becomes final and non-appealable. Payment shall be made by wire transfer to
11 Plaintiffs' Counsel, Relman, Dane & Colfax, PLLC, 1225 19th Street N.W., Suite
12 600, Washington, D.C. 20036-2456, for distribution to Plaintiffs.

13 2. Attorneys' Fees. The CRA, by and through the CRA Insurers,
14 agrees to pay the undersigned Plaintiffs' counsel a total of Two Million One
15 Hundred Twenty Five Thousand Dollars (\$2,125,000) and CRA/LA shall pay
16 directly One Hundred Twenty Five Thousand Dollars (\$125,000) to resolve in full
17 all claims for the attorneys' fees, costs and expenses attributable to the CRA in the
18 Litigation. Payment shall be made no later than ten (10) business days after the
19 Judgment entered on the Settlement Agreement becomes final and non-
20 appealable. Payment by CRA Insurers shall be made by wire transfer to
21 Plaintiffs' Counsel, Relman, Dane & Colfax, PLLC, 1225 19th Street N.W., Suite
22 600, Washington, D.C. 20036-2456, for distribution among counsel. Payment by
23 CRA may be made by check.

24 3. Prospective Monitoring Fees and Costs for Plaintiffs' Counsel. In
25 addition to the fees described in Paragraph VIII.2, the CRA shall pay directly to
26 Plaintiffs' Counsel their reasonable and necessary monitoring fees and expenses
27 during the Settlement Term not to exceed a total amount of Fifty Thousand
28 Dollars (\$50,000). Payment shall be made no later than ten (10) business days

1 after the Judgment entered on the Settlement Agreement becomes final and non-
2 appealable. Payment shall be made by check to Plaintiffs' Counsel, Relman,
3 Dane & Colfax, PLLC, 1225 19th Street N.W., Suite 600, Washington, D.C.
4 20036-2456, for distribution among counsel.

6 **IX. COURT'S RETENTION OF JURISDICTION**

7 1. The Parties agree and intend that the Judgment will provide that the
8 District Court shall retain continuing jurisdiction to interpret and enforce the terms
9 of this Agreement during the Settlement Term, and that the Judgment will
10 incorporate the terms of this Settlement Agreement by reference. The Court
11 thereafter shall retain jurisdiction to resolve any disputes that may arise during the
12 Settlement Term. Only the Parties may seek to enforce the terms of the Agreement
13 through the dispute resolution process provided for in Section VII, above. Three (3)
14 months before the end of the Settlement Term, the CRA shall prepare a final report
15 to the Monitor and Plaintiffs showing that it has fully complied with the provisions
16 of this Settlement Agreement, and may move the Court for an Order terminating its
17 jurisdiction of this matter as of a date following the Settlement Term, on the basis
18 that all of its obligations under the Settlement Agreement have been fully
19 discharged.

21 **X. MISCELLANEOUS**

22 1. **Entire Agreement; Severability.** This Agreement constitutes the
23 entire agreement between the CRA and Plaintiffs and supersedes all prior
24 agreements, written or oral. Each provision and term of this Agreement shall be
25 interpreted in such manner as to be valid and enforceable. In the event any provision
26 or term of this Agreement is determined to be or is rendered invalid or
27 unenforceable, all other provisions and terms of this Agreement shall remain
28 unaffected to the extent permitted by law.