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22 ALROWHANY, DBA THE CELL
23 PHONE STORE and MOHAMMED
24 ALROWHANY, DBA
25 THE CELL PHONE STORE ;

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

DEBRA ANGLIN,
Plaintiff,

Case No. 1:13-CV-01357-LJO-JLT

vs.

**CONSENT DECREE, STIPULATION
AS TO LIABILITY AND ORDER**

CONSENT DECREE, STIPULATION AS TO LIABILITY AND [PROPOSED]
ORDER

1
2 ABDUL ALROWHANY, DBA THE CELL
3 PHONE STORE;
4 MOHAMMED ALROWHANY, DBA
5 THE CELL PHONE STORE ;
6 and DOES 1-10,

7 Defendants.

Judge: Honorable Lawrence J. O'Neill

8 TO THE COURT, ALL INTERESTED PARTIES AND ATTORNEYS OF
9 RECORD:

10 1. Plaintiff DEBRA ANGLIN, filed this action (known as Case No. 1:13-CV-
11 01357-LJO-JLT) against Defendant seeking money damages and injunctive relief for, *inter*
12 *alia*, violations of the Americans with Disabilities Act of 1990 (the "ADA"), corresponding
13 state law claims as well as common law claims in the United States District Court for the
14 Eastern District of California on September 18, 2013. Defendants HIFDHUULAH A.
15 ALROWHANY, ABDUL ALROWHANY, DBA THE CELL PHONE STORE &
16 MOHAMMED ALROWHANY, DBA THE CELL PHONE STORE ("Defendants") filed
17 their Answers to the First Amended Complaint on October 14, 2016 (HIFDHUULAH
18 ALROWHANY) and October 16, 2014 (ABDUL ALROWHANY, DBA THE CELL
19 PHONE STORE and MOHAMMED ALROWHANY, DBA THE CELL PHONE STORE).

20 2. Defendants and Plaintiff (herein collectively referred to as the "Parties" or
21 separately as a "Party") wish to settle the portion of the cases relating to issues of injunctive
22 relief and liability, hereby desire to enter into this Consent Decree, Stipulation as to Liability
23 and Order ("Consent Decree"). The Parties hereby enter into this Consent Decree for the
24 purpose of resolving certain specified aspects of the lawsuit without the need for protracted
25 litigation, and without the admission of any liability as to: (a) the amount of damages to
26 which Plaintiff may be entitled or (b) the amount of attorneys' fees to which Plaintiff may be
27 entitled.

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1 **JURISDICTION:**

2 3. The Parties agree that the Court has jurisdiction of this matter for alleged
3 violations of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq. (the
4 “ADA”) and pursuant to supplemental jurisdiction under 28 U.S.C. §1367(a) for alleged
5 violations of California Civil Code §§51 and 54. *et. seq.*

6 4. In order to avoid the costs, expense, and uncertainty of protracted litigation, the
7 Parties agree to entry of this Order to resolve all claims regarding injunctive relief raised in
8 the above-entitled Actions. Accordingly, the Parties agree to the entry of the proposed Order
9 related to this Consent Decree without trial or further adjudication of the issues addressed
10 herein.

11 **NO DISMISSAL OF ACTION REQUESTED:**

12 5. As noted herein, the amount of monetary damages, penalties and fees are still
13 at issue and accordingly the Parties do not request that the Honorable Court dismiss the
14 action as these issues may still proceed to trial.

15 **WHEREFORE**, the Parties hereby agree and stipulate to the Court’s entry of this
16 Consent Decree and Order, which provides as follows:

17 **SETTLEMENT OF INJUNCTIVE RELIEF AND LIABILITY ISSUES:**

18 6. The Order shall be a full, complete, and final disposition and settlement of
19 Plaintiff’s claims against Defendants and any other parties for injunctive relief with respect
20 to issues addressed in or that could have been pled in the Complaint. Additionally, this
21 agreement shall serve as an admission of liability on the part of Defendants

22 7. The Parties agree and stipulate that the corrective work will be performed in
23 compliance with the standards and specifications for disabled access as set forth in the
24 California Code of Regulations, Title 24-2 and the 2010 Americans with Disabilities Act
25 Standards, unless other standards are specifically agreed to in this Consent Decree and Order.

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1 8. Remedial Measures: The corrective work agreed upon by the Parties is
2 attached here to as Exhibit "A". Defendants agree to undertake all of the remedial work set
3 forth therein.

4 9. Timing of Injunctive Relief: Exhibit "A" also includes the estimated
5 timeframe for completing the work described therein. In the event that unforeseen
6 difficulties prevent Defendants from completing any of the agreed-upon injunctive relief
7 within the timeframes specified, Defendants or their counsel will notify Plaintiff's counsel, in
8 writing, within fifteen (15) days after discovering any such difficulties. Defendants, or their
9 counsel, will promptly notify Plaintiff's counsel when the corrective work is complete, and
10 in any case, will provide a status report on or before August 1, 2016.

11 10. The Parties hereby stipulate and agree that: (i) on March 16, 2013, the door entry
12 threshold at the Boost Mobile store was too high to be in compliance with the ADA and
13 constituted a violation of the ADA; (ii) the height of the threshold was the sole cause of
14 Plaintiff's fall and resultant injuries on March 16, 2013;(iii) as of March 16, 2013,Defendants
15 (and each of them) were solely liable for the existence of the non-compliant condition of the
16 threshold and; (iv) on March 13, 2015 through the present, each Defendant is and was an
17 owner and/or operator of the Boost Mobile store and / or the owner of the real property upon
18 which the Boost Mobile store is located. The above admission of and stipulation to liability
19 shall preclude Defendants (at trial or before) from contesting liability for: (i) violation of the
20 ADA and (ii) Plaintiff's injuries. Without limiting the generality of the foregoing,
21 Defendants shall not produce or offer the testimony of any witnesses or seek to introduce any
22 evidence that would seek to deny or contest liability or assign or apportion liability to any
23 party other than Defendants. Defendants and Plaintiff shall stipulate to a jury instruction to
24 effectuate the above agreement and stipulation. Notwithstanding the forgoing, Defendants
25 are making no admission with respect to the amount of damages to which Plaintiff is entitled
26 in excess of the \$4,000 minimum statutory damages available pursuant to §52 of the Civil
27 Code..

1 until the relief contemplated by this Order is completed, whichever occurs later. The
2 Stipulation as to liability set forth in section 10 hereof shall survive the termination of the
3 Court's jurisdiction hereunder.

4 **SEVERABILITY:**

5 14. If any term of this Consent Decree and Order is determined by any court to be
6 unenforceable, all other terms of this Consent Decree and Order shall nonetheless remain in
7 full force and effect.

8 **SIGNATORIES BIND PARTIES:**

9 15. Signatories on the behalf of the Parties represent that they are authorized to
10 bind the Parties to this Consent Decree and Order. This Consent Decree and Order may be
11 signed in counterparts and a facsimile or e-mail signature shall have the same force and
12 effect as an original signature.

13 **AGREEMENT BINDING ON SUCCESSORS**

14 16. The Parties agree that the terms of this Consent Decree shall be bind them as well
15 as their heirs, assigns and successors in interest.

16 Dated: July 9, 2015

CENTER FOR DISABILITY ACCESS

17
18 By: /s/Phyl Grace
19
20 PHYL GRACE
21 Counsel for Plaintiff
22 DEBRA ANGLIN

23 Dated: July 9, 2015

LAW OFFICES OF MELISSA M.
BALLARD

24
25 By: /s/Linda J.L.Sharpe
26
27 LINDA J. L. SHARPE
28 Counsel for Defendants
ABDUL ALROWHANY, dba THE CELL
PHONE STORE & MOHAMMED
ALROWHANY, dba THE CELL PHONE
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Dated: July 9,_, 2015

LEWIS BRISBOIS BISGAARD & SMITH

By: /s/ S. Shane Singh ____
S. SHANE SINGH,
Counsel for Defendant
HIFDHUULA A. ALROWHANY

IT IS SO ORDERED.

Dated: July 13, 2015

/s/ Lawrence J. O'Neill
UNITED STATES DISTRICT JUDGE