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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

EDWARD L. KEMPER and
CONNIE J. ARNOLD,

Plaintiffs,

No. CIV S-06-1630 MCE DAD (GGH)

vs.

CA. DEPT. OF TRANSPORTATION,
CITY OF CITRUS HEIGHTS, COUNTY
OF SACRAMENTO, SACRAMENTO
REGIONAL TRANSIT DISTRICT, and
PARATRANSIT, INC.,

ORDER RE: SETTLEMENT PROCESS

Defendants.

On October 30, 2009, the parties, by and through their counsel, engaged in a settlement conference in the above referenced case. After substantial discussion it appeared that the parties were in different positions vis-a-vis plaintiff's claims, and all agreed to a three track settlement process, i.e., one involving RT, the County of Sacramento, and the City of Citrus Heights. All agreed to the following process which showed promise for final settlement.

Plaintiff shall proffer in writing to RT no later than November 23, 2009, its proposed resolution of what may be termed the non-construction transportation issues. These issues appeared to be relatively narrow in scope. On or before December 11, 2009, RT shall respond to the proffer in its own writing. The writings are to be served on the undersigned. The

1 parties are encouraged to meet and confer prior to the submission of any proposals so as to allow
2 the written proposal to reflect as much agreement as possible.

3 At the conference much, if not total, agreement was found on the ADA
4 transitional plan already adopted by the County of Sacramento regarding public transportation
5 and disabled pedestrian travel to those transportation spots, as well as the adequacy of the
6 “platform” at which persons would enter and egress from the transportation. The issues in this
7 case centered about the implementation of that plan. After verbal meeting and conferring with
8 the County, plaintiff shall forward to the County a written proposed implementation agreement
9 setting forth the foundation for a proposed substantive agreement. The proposal shall be
10 submitted no later than December 11, 2009. The County shall work to resolve all issues, and
11 both the County and plaintiff shall submit to the undersigned a Joint Statement of Agreement and
12 Disputes (assuming any disputes remain to be resolved). The Joint Statement shall be submitted
13 no later than January 11, 2010, and shall be served on the undersigned.

14 Part of the issues involving the City of Citrus Heights involved the creation of a
15 comprehensive and consolidated ADA transitional plan with respect to public transportation and
16 disabled pedestrian travel to transportation spots, as well as the adequacy of the “platform” at
17 which persons would enter and egress from the transportation. Implementation of any final plan
18 was also at issue. No later than December 11, 2009, the City shall submit to plaintiff its concept
19 for issuance of a ADA transportation transitional plan. There may or may not be physical site
20 surveys to be performed afterwards as part of the provisions of a concept plan. After meeting
21 and conferring, the parties shall submit on or before January 11, 2010, a Joint Statement of
22 Agreement and Disputes (assuming any disputes remain to be resolved) with respect to a concept
23 plan. The Joint Statement shall be served on the undersigned. The court foresees expeditious
24 work thereafter for the issuance of the final transportation transitional plan.

25 The undersigned reserves the issues of damages and attorneys’ fees until after
26 receipt of the above referenced written documents.

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The above dates are firm and will be extended only for extraordinary reasons.

The undersigned will forthwith schedule such other in-court conferences as necessary after receipt of the above written statements.

Dated: November 13, 2009

/s/ Gregory G. Hollows

U.S. MAGISTRATE JUDGE

kemper1630.ord