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8 (Appearances continued on next page.)

9 **UNITED STATES DISTRICT COURT**
 10 **EASTERN DISTRICT OF CALIFORNIA**
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<p>12 CONNIE ARNOLD</p> <p>13</p> <p>14 Plaintiff,</p> <p>15 vs.</p> <p>16 COUNTY OF SACRAMENTO; 17 SACRAMENTO PUBLIC LIBRARY 18 AUTHORITY; SUNRISE 19 RECREATION & PARK DISTRICT; and DOES 1 through 50, inclusive,</p> <p>20 Defendants.</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p>	<p>) Case No.: 2:12-CV-01998-LKK-AC</p> <p>)</p> <p>) <u>Civil Rights</u></p> <p>)</p> <p>)</p> <p>) CONSENT DECREE AND ORDER</p> <p>) FOR SETTLEMENT OF</p> <p>) PLAINTIFF'S INJUNCTIVE RELIEF</p> <p>) CLAIMS ONLY AS TO</p> <p>) DEFENDANTS COUNTY OF</p> <p>) SACRAMENTO AND</p> <p>) SACRAMENTO PUBLIC LIBRARY</p> <p>) AUTHORITY</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>
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9 *PUBLIC LIBRARY AUTHORITY*
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CONSENT DECREE AND ORDER

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2 1. Plaintiff CONNIE ARNOLD (“Plaintiff”) filed a First Amended
3 Complaint (“Complaint”) in this action on August 27, 2012 to enforce provisions of
4 the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. § 12101 *et seq.*;
5 Section 504 of the Rehabilitation Act of 1973 (“Section 504”), 29 U.S.C. § 794; Cal.
6 Civ. Code § 54 *et seq.*; and Cal. Gov’t Code §§ 4450 *et seq.* and 11135 *et seq.*,
7 against Defendants COUNTY OF SACRAMENTO (“COUNTY”); SACRAMENTO
8 PUBLIC LIBRARY AUTHORITY (“SPLA”); and SUNRISE RECREATION &
9 PARK DISTRICT (“SRPD”) (collectively, “Defendants”). This Consent Decree and
10 Order relates to resolution of Plaintiff’s claims for injunctive relief only against
11 Defendants COUNTY and SPLA only.

12 2. Plaintiff has alleged that Defendants COUNTY and SPLA violated Title
13 II of the ADA, Section 504, and California civil rights laws and statutes by failing to
14 provide full and equal access to its programs, services, and activities offered at the
15 Sylvan Oaks Library (“Library”), which is located at 6700 Auburn Boulevard, Citrus
16 Heights, California 95621. Defendants COUNTY and SPLA and Plaintiff
17 (collectively, “Parties” hereafter) now seek to settle all of Plaintiff’s claims for
18 injunctive relief as to the barriers at the Library and agree that the terms of this
19 Consent Decree and Order will satisfy all of Plaintiff’s claims for injunctive relief
20 only against Defendants COUNTY and SPLA as set forth in her Complaint in this
21 matter.

22 3. Defendants COUNTY and SPLA answered the allegations of the
23 Complaint with a number of denials and affirmative defenses, and have not waived
24 and do not waive the same by entering into this Consent Decree. As such, nothing
25 stated within this Consent Decree nor the fact of this consent decree shall be
26 construed as an admission of any of the claims or of Plaintiff’s allegations in her
27 Complaint. Defendants COUNTY and SPLA maintain their denial of the allegations
28 in the Complaint filed by Plaintiff and do not admit liability or responsibility as the

1 Parties hereby enter into this Consent Decree for the purpose of entering into an early
2 settlement of all of Plaintiff's claims for injunctive relief as to Defendants COUNTY
3 and SPLA as set forth in her Complaint without the need for protracted litigation.

4 **JURISDICTION**

5 4. The Parties to this Consent Decree agree that the Court has jurisdiction
6 of this matter pursuant to 28 U.S.C. § 1331 for alleged violations of the Americans
7 with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* and Section 504 of the
8 Rehabilitation Act of 1973, 29 U.S.C. § 794, and pursuant to supplemental
9 jurisdiction under § 1367(a) for alleged violations of California civil rights laws and
10 regulations that have been pled in the Complaint.

11 5. The Parties to this Consent Decree agree to entry of this Order to resolve
12 all of Plaintiff's claims for injunctive relief as to COUNTY and SPLA raised in the
13 Complaint filed with the Court in this matter. Accordingly, the Parties stipulate to the
14 entry of this Order without trial or adjudication of any issues and as full resolution of
15 Plaintiff's claims for injunctive relief only as to COUNTY and SPLA with respect to
16 the condition of the subject property prior to completion of its modification pursuant
17 to this Consent Decree.

18 WHEREFORE, the Parties to this Consent Decree hereby agree and stipulate to
19 the Court's entry of this Consent Decree and Order, which provides as follows:

20 **SETTLEMENT OF PLAINTIFF'S CLAIMS FOR INJUNCTIVE RELIEF AS**
21 **TO DEFENDANTS COUNTY AND SPLA ONLY:**

22 6. The Parties have reached an agreement regarding Plaintiff's claims for
23 injunctive relief as to COUNTY and SPLA. Attached as **Attachment A** are all of the
24 terms of the settlement for injunctive relief as agreed to between the Parties. Said
25 Attachment is hereby incorporated by reference as if fully set forth as the full and
26 complete agreement between the Parties for settlement of all of Plaintiff's claims for
27 injunctive relief as to COUNTY and SPLA as requested in Plaintiff's Complaint. All
28 recommendations indicated on **Attachment A** are to be completed on or before

1 December 1, 2014.

2 7. Upon completion of the items in **Attachment A**, Defendants COUNTY
3 and SPLA shall advise Plaintiff in writing that all items have been completed.
4 Plaintiff shall then have the right to complete an inspection of the subject property by
5 Plaintiff's representative and at Plaintiff's own expense within forty-five (45) days of
6 being provided notice of completion by Defendants COUNTY and SPLA. In the
7 event that Plaintiff believes that Defendants COUNTY and SPLA have not complied
8 with the terms of this Consent Decree and Order, Plaintiff's counsel will inform
9 counsel for Defendants COUNTY and SPLA of the alleged breach, and allow for
10 forty-five(45) days to negotiate a resolution. A motion to compel enforcement may
11 be filed in the event that the Parties are unable to resolve the alleged breach of the
12 terms of the Consent Decree and Order. Plaintiff will be entitled to reasonable
13 attorneys' fees if Plaintiff is forced to file a motion to enforce the terms of the
14 Consent Decree.

15 8. Plaintiff and Defendants COUNTY and SPLA have not reached an
16 agreement to settle Plaintiff's claims for monetary relief in the form of attorneys'
17 fees, litigation expenses and costs of suit, which the Parties agree will be resolved by
18 way of negotiated settlement, motion, or trial.

19 **ENTIRE CONSENT ORDER:**

20 9. This Consent Decree and Order constitutes the entire agreement between
21 the signing parties on the matter of Plaintiff's claims for injunctive relief against
22 COUNTY and SPLA, and no other statement, promise, or agreement, either written
23 or oral, made by any of the parties or agents of any of the parties, that is not contained
24 in this written Consent Decree, shall be enforceable regarding Plaintiff's claims for
25 injunctive relief against COUNTY and SPLA.

26 **CONSENT ORDER BINDING ON PARTIES AND SUCCESSORS IN**
27 **INTEREST:**

28 10. This Consent Decree and Order shall be binding on Plaintiff CONNIE

1 ARNOLD and Defendants COUNTY OF SACRAMENTO and SACRAMENTO
2 PUBLIC LIBRARY AUTHORITY and any successors in interest. The Parties have
3 a duty to so notify all such successors in interest of the existence and terms of this
4 Consent Decree and Order during the period of the Court's jurisdiction of this
5 Consent Decree and Order.

6 **MUTUAL RELEASE AND WAIVER BETWEEN PLAINTIFF AND**
7 **DEFENDANTS COUNTY AND SPLA OF CIVIL CODE § 1542 AS TO**
8 **PLAINTIFF'S CLAIMS FOR INJUNCTIVE RELIEF ONLY:**

9 11. Except for all obligations required in this Consent Decree and any fees
10 and costs incurred by filing a motion to enforce this Consent Decree, Plaintiff, on
11 behalf of herself, her respective agents, attorneys, representatives, predecessors,
12 successors, heirs, partners and assigns, releases and forever discharges Defendants
13 COUNTY and SPLA and all their franchisors, franchisees, partners, managers,
14 employees, joint ventures, successors, heirs, assigns, directors, shareholders,
15 subsidiaries, stockholders, parent companies, officers, board members, employees,
16 agents, attorneys, insurers insurance carriers, predecessors, and representatives of
17 each other Party, from all claims and causes of action of whatever kind or nature,
18 presently known or unknown, arising out of or in any way connected with Plaintiff's
19 claims for injunctive relief against Defendants COUNTY and SPLA in the lawsuit
20 and the incidents alleged therein with respect to injunctive relief only for the physical
21 condition of the subject property prior to completion of its modification pursuant to
22 this Consent Decree including its accessibility, whether or not addressed in the
23 lawsuit.

24 12. Except for all obligations required in this Consent Decree, and any fees
25 and costs incurred by filing a motion to enforce this Consent Decree, Defendants
26 COUNTY and SPLA and their franchisors, franchisees, partners, managers,
27 employees, joint ventures, successors, heirs, assigns, directors, shareholders,
28 subsidiaries, stockholders, parent companies, officers, board members, employees,

1 agents, attorneys, insurers insurance carriers, predecessors, and representatives,
2 releases and forever discharge Plaintiff and her respective agents, attorneys,
3 representatives, predecessors, successors, heirs, partners and assigns, from all claims
4 and causes of action of whatever kind or nature, presently known or unknown, arising
5 out of or in any way connected with Plaintiff's claims for injunctive relief against
6 Defendants COUNTY and SPLA in the lawsuit, the incidents alleged therein, with
7 respect to injunctive relief only for the physical condition of the property prior to
8 completion of its modification pursuant to this Consent Decree including its
9 accessibility, whether or not addressed in the lawsuit.

10 13. The Parties understand and agree that there is a risk and possibility that,
11 subsequent to the execution of this Consent Decree, any or all of them will incur,
12 suffer, or experience some further loss or damage with respect to the lawsuit which
13 are unknown or unanticipated at the time this Consent Decree is signed. Except for
14 all obligations required in this Consent Decree between Plaintiff and Defendants
15 COUNTY and SPLA and all obligations between or amongst the Defendants, the
16 Parties intend that this Consent Decree apply to all conditions that existed at the
17 subject facilities. Therefore, except for all such obligations required in this Consent
18 Decree between Plaintiff and Defendants COUNTY and SPLA and all obligations
19 between or amongst the Defendants, this Consent Decree shall apply to and cover any
20 and all claims, demands, actions and causes of action by the Parties to this Consent
21 Decree with respect to the injunctive relief issues in the lawsuit against Defendants
22 COUNTY and SPLA and the current condition of the Library and any or all
23 improvements thereon, whether the same are known, unknown or hereafter
24 discovered or ascertained, and the provisions of § 1542 of the California Civil Code
25 are hereby expressly waived. Section 1542 provides as follows:

26 **A GENERAL RELEASE DOES NOT EXTEND TO**
27 **CLAIMS WHICH THE CREDITOR DOES NOT KNOW**
28 **OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**

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THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

TERM OF THE CONSENT DECREE AND ORDER:

14. This Consent Decree shall be in full force and effect as described herein and in **Attachment A**. The Court shall retain jurisdiction for the purpose of enforcing provisions of this Consent Decree until the terms of this Consent Decree and Order are satisfactorily completed.

SEVERABILITY:

15. If any term of this Consent Decree and Order is determined by any court to be unenforceable, the other terms of this Consent Decree and Order shall nonetheless remain in full force and effect.

SIGNATORIES BIND PARTIES:

16. Signatories on the behalf of the Parties represent that they are authorized to bind the Parties to this Consent Decree. This Consent Decree may be signed in counterparts and a facsimile signature shall have the same force and effect as an original signature.

APPROVED AS TO FORM AND CONTENT:

Dated: July 31, 2013

By: /s/ Connie Arnold *

Plaintiff CONNIE ARNOLD

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Defendant COUNTY OF SACRAMENTO

Dated: July 25, 2013

By: /s/ John M. DeRosa **

Its: Claims Administrator

Defendant SACRAMENTO PUBLIC LIBRARY AUTHORITY

Dated: July 15, 2013

By: /s/ Rivkah K. Sass **

Its: Library Director

APPROVED AS TO FORM ONLY:

Dated: July 29, 2013

METZ & HARRISON, LLP

By: /s/ Mary J. Lim

JEFF A. HARRISON

MARY J. LIM

Attorneys for Plaintiff, CONNIE ARNOLD

Dated: July 15, 2013

RIVERA & ASSOCIATES

By: /s/ Jonathan B. Paul (as authorized on 7.15.13)

JESSE M. RIVERA

JONATHAN B. PAUL

Attorneys for Defendants COUNTY OF SACRAMENTO and SACRAMENTO PUBLIC LIBRARY AUTHORITY

* Original signature retained by Metz & Harrison, LLP

** Original signature retained by Rivera & Associates