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Attorney for Defendant

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

SCOTT JOHNSON
Plaintiff,

Case No. 2:14-CV-02200-JAM-KJN

vs.

CONSENT DECREE AND ORDER

BALJINDER SAHOTA;
HUMBERTO R. BEAS; and Does 1-10,

Defendants.

Judge: Honorable JOHN A. MENDEZ

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

1. Plaintiff SCOTT JOHNSON filed this action (known as Case No. 2:14-CV-02200-JAM-KJN) against Defendants seeking money damages and injunctive relief for, *inter alia*, violations of the Americans with Disabilities Act of 1990 (the "ADA") and

1 corresponding state law claims, as well as common law claims, in the United States District
2 Court for the Eastern District of California on September 23, 2014. Defendants BALJINDER
3 SAHOTA & HUMBERTO R. BEAS ("Defendants") filed his Answer to the Complaint on
4 October 31, 2014.

5 2. Defendants and Plaintiff (collectively sometimes referred to herein as the
6 "Parties" or separately as a "Party") wish to settle the portion of the cases relating to issues
7 of injunctive relief and hereby desire to enter into this Consent Decree. The Parties hereby
8 enter into this Consent Decree and Order for the purpose of resolving certain specified
9 aspects of the lawsuit without the need for protracted litigation, and without the admission
10 of any liability as to: (a) the amount of damages to which Plaintiff may be entitled or (b) the
11 amount of attorneys' fees to which Plaintiff may be entitled.

12
13 **JURISDICTION:**

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

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

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25 **NO DISMISSAL OF ACTION REQUESTED:**

26 5. As noted herein, monetary issues are still at issue and accordingly the Parties
27 do not request that the Honorable Court dismiss the action as these issues may still
28 proceed to trial.

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

SETTLEMENT OF INJUNCTIVE RELIEF:

6. This Order shall be a full, complete, and final disposition and settlement of Plaintiff’s claims against Defendants and any other parties for injunctive relief that have arisen out of the acts and/or omissions alleged, or which could have been alleged, in the subject Complaint.

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

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

9. Timing of Injunctive Relief: Exhibit “A” also includes the estimated timeframe for completing the work described therein. In the event that unforeseen difficulties prevent Defendant from completing any of the agreed-upon injunctive relief within the timeframes specified, Defendant or his counsel will notify Plaintiff’s counsel, in writing, within fifteen (15) days after discovering any such difficulties. Defendant, or his counsel, will promptly notify Plaintiff’s counsel when the corrective work is complete, and in any case, will provide a status report on or before March 1, 2016.

ISSUES RELATED TO DAMAGES, ATTORNEYS FEES, LITIGATION EXPENSES, AND COSTS REMAIN UNRESOLVED:

1 13. If any term of this Consent Decree and Order is determined by any court to be
2 unenforceable, all other terms of this Consent Decree and Order shall nonetheless remain
3 in full force and effect.

4
5 **SIGNATORIES BIND PARTIES:**

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

10
11 Respectfully Submitted,

12
13 Dated: November 30, 2015

CENTER FOR DISABILITY ACCESS

14
15 By: Teresa Allen
16 TERESA ALLEN
17 Counsel for Plaintiff
18 SCOTT JOHNSON

19 Dated: November 30, 2015

MICHAEL WELCH + ASSOCIATES

20 By: /s/ Michael D. Welch
21 MICHAEL D. WELCH
22 Counsel for Defendants
23 BALJINDER SAHOTA &
24 HUMBERTO R. BEAS

25 **IT IS SO ORDERED.**

26 Dated: December 2, 2015

27 /s/ John A. Mendez
28 HONORABLE JOHN A. MENDEZ
United States District Court Judge