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10 Attorneys for Plaintiff
11 IRVING GRIFFIN

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19 Attorney for Defendants
20 A & H MOTORS, INC. and
21 HADI MOSAVI

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Attorneys for Defendant RODNEY HENRIKSON

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26 Fax 925/935-0371
27 E-mail: rbowles@bowlesverna.com

Attorneys for Defendant LESLIE C. JACOBSON

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IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA

IRVING GRIFFIN,
Plaintiff,

CASE NO. C09-01363 EMC
Civil Rights

v.

**CONSENT DECREE and
[PROPOSED] ORDER**

A & H MOTORS, INC.; HADI
MOSAVI; LESLIE C. JACOBSON;
RODNEY L. HENRIKSON; and
DOES 1-10, Inclusive,
Defendants.

1. Plaintiff IRVING GRIFFIN filed a First Amended Complaint in this action on July 9, 2009, to obtain recovery of damages for his discriminatory experiences, denial of access, and denial of his civil rights, and to enforce provisions of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. sections 12101 *et seq.*, and California civil rights laws against defendants A & H MOTORS, INC., HADI MOSAVI, LESLIE C. JACOBSON, and RODNEY L. HENRIKSON (together "defendants"), relating to the condition of the public accommodations at 2521 Monument Blvd., Concord, California, as of plaintiff's visit on or about December 9, 2008, and continuing. Plaintiff has alleged that defendants violated Title III of the ADA and sections 51, 52, 54, 54.1, 54.3 and 55 of the California Civil Code, and sections 19955 *et seq.* of the California Health & Safety Code by failing to provide full and equal access to the facilities at the A & H Motors, Inc., located at 2521 Monument Boulevard in Concord, California.

2. Defendants deny the allegations in the First Amended Complaint and by entering into this Consent Decree and Order do not admit liability for any of the allegations in plaintiff's First Amended Complaint filed in this action. Plaintiff and defendants (hereinafter the "Parties") hereby enter into this Consent

Decree and Order for the purpose of resolving this lawsuit without the need for protracted litigation and without the admission of any liability.

JURISDICTION:

3. The Parties to this Consent Decree and Order agree that the Court has jurisdiction of this matter pursuant to 28 U.S.C. section 1331 for alleged violations of the Americans with Disabilities Act of 1990, 42 U.S.C. sections 12101 *et seq.*, and pursuant to supplemental jurisdiction for alleged violations of California Health & Safety Code sections 19955 *et seq.*; California Civil Code sections 51, 52, 54, 54.1, 54.3, and 55; and Title 24, California Code of Regulations.

4. In order to avoid the costs, expense, and uncertainty of protracted litigation, the Parties to this Consent Decree agree to entry of this Order to resolve all claims against defendants for injunctive relief raised in the First Amended Complaint filed with this Court. Accordingly, the Parties agree to the entry of this Consent Decree and Order without trial or further adjudication of any issues of fact or law concerning plaintiff's claims.

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

SETTLEMENT OF INJUNCTIVE RELIEF:

5. This Consent Decree and Order, along with the Settlement Agreement executed by the Parties hereto, shall be a full, complete, and final disposition and settlement of plaintiff's claims for injunctive relief against defendants that have arisen out of the subject First Amended Complaint. The Parties agree that there has been no admission or finding of liability or violation of the ADA and/or California civil rights laws, and this Consent Decree and Order should not be construed as such.

1 6. The Plaintiff hereto and defendants, A&H Motors, Inc., Hadi Mosavi
2 and Rodney L. Henrikson agree and stipulate that the corrective work will be
3 performed in compliance with the standards and specifications for disabled access
4 as set forth in the California Code of Regulations, Title 24-2, and Americans with
5 Disabilities Act Accessibility Guidelines, unless other standards are specifically
6 agreed to in this Consent Decree and Order.

7 a) **Remedial Measures:**

- 8 i. Provide a path of travel from the public right of way to the
9 facility by striping a 48" wide path on the asphalt which does
10 not require going behind any parked cars.
- 11 ii. Repair or replace the asphalt at the entrance to the property,
12 drive aisle and path of travel to ensure they are smooth, level
13 and slip-resistant, with no changes in elevation greater than
14 ½". No slope will exceed 5% and no cross-slope will exceed
15 2%.
- 16 iii. Provide a vertical means of access to the facility via a ramp as
17 depicted in the drawing at Attachment A.
- 18 iv. Ensure that the accessible entry door to the building, as
19 depicted in Attachment A, has a push pressure no greater than
20 5 pounds.
- 21 v. Relocate any furniture which impinges on the required clear
22 floor space at door landings.
- 23 vi. Provide a clear path of travel that is a minimum 36" wide
24 within the facility and a minimum clear opening of 32" on all
25 doors along the route.
- 26 vii. Provide compliant lever hardware on all doors along the
27 accessible route.
- 28 viii. Provide one van-accessible parking spot as required by the

1 codes and depicted in Attachment A.

2 b) **Timing of Injunctive Relief:** For work not requiring
3 building permits, defendants A& H Motors, Inc., Hadi Mosavi and Rodney L.
4 Henrikson, will complete the work within 60 days of entry of this Consent Decree
5 and Order by the Court. For work requiring building permits, defendant
6 Henrickson will submit plans for all corrective work to the appropriate
7 governmental agencies within 30 days of the entry of this Consent Decree and
8 Order by the Court. Defendant Henrickson will commence work within 30 days
9 of receiving approval from the appropriate agencies. Defendant Henrickson will
10 complete the permitted work within 60 days of commencement. In the event that
11 unforeseen difficulties prevent defendants, A& H Motors, Inc., Hadi Mosavi and
12 Rodney L. Henrikson, from completing any of the agreed-upon injunctive relief,
13 said defendants or their counsel will notify plaintiff's counsel in writing within 15
14 days of discovering the delay. Defendants A& H Motors, Inc., Hadi Mosavi and
15 Rodney L. Henrikson, or their counsel will notify plaintiff's counsel in writing
16 when all the corrective work is completed, and in any case will provide a status
17 report no later than 120 days from the entry of this Consent Decree and Order.

18 c) Defendants A& H Motors, Inc., Hadi Mosavi and Rodney L.
19 Henrikson, or their counsel will notify plaintiff's counsel in writing at the end of
20 120 days as to the current status of agreed-to injunctive relief, and every 90 days
21 thereafter until all access is provided. If they fail to provide injunctive relief on
22 the agreed-to timetable and/or fail to provide timely written status notification,
23 and plaintiff files a motion with the Court to obtain compliance with these terms,
24 plaintiff reserves the right to seek additional attorney fees, litigation expenses and
25 costs for all compliance work necessitated by their failure to keep their
26 agreement.

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1 **DAMAGES, ATTORNEY FEES, LITIGATION EXPENSES AND COSTS:**

2 7. The Parties agree that any compensation for damages and attorneys'
3 fees or litigation expenses will be governed pursuant to the Settlement
4 Agreement entered into between the Parties hereto.

5
6 **DISMISSAL OF DEFENDANT JACOBSON:**

7 8. Dismissal of Defendant Jacobson. On execution and performance of the
8 Settlement Agreement by defendant Jacobson, the Complaint against defendant
9 Jacobson will be dismissed with prejudice.

10
11 **ENTIRE CONSENT DECREE AND ORDER:**

12 9. This Consent Decree and Order, along with the Settlement
13 Agreement, constitute the entire agreement between the signing Parties. No other
14 statement, promise or agreement, either written or oral, made by any of the Parties
15 or agents of any of the Parties that is not contained in these documents shall be
16 enforceable regarding the matters described herein.

17
18 **CONSENT DECREE AND ORDER BINDING ON PARTIES AND
19 SUCCESSORS IN INTEREST:**

20 10. This Consent Decree and Order shall be binding on plaintiff IRVING
21 GRIFFIN and upon defendants A & H MOTORS, INC., HADI MOSAVI,
22 LESLIE C. JACOBSON, and RODNEY L. HENRIKSON and any successors in
23 interest. Defendants have a duty to so notify all such successors in interest of the
24 existence and terms of this Consent Decree and Order during the period of the
25 Court's jurisdiction of this Consent Decree and Order.

26
27 **MUTUAL RELEASE AND WAIVER OF CIVIL CODE SECTION 1542 AS
28 TO INJUNCTIVE RELIEF ONLY:**

11. Each of the Parties to this Consent Decree and Order understands

1 and agrees that there is a risk and possibility that, subsequent to the execution of
2 this Consent Decree and Order, any or all of them will incur, suffer or experience
3 some further loss or damage with respect to the lawsuit which are unknown or
4 unanticipated at the time this Consent Decree and Order is signed. Except for all
5 obligations required in this Consent Decree and Order, the Parties intend that this
6 Consent Decree and Order applies to all such further loss with respect to the
7 lawsuit, except those caused by the Parties subsequent to the execution of this
8 Consent Decree and Order. Therefore, except for all obligations required in this
9 Consent Decree and Order, this Consent Decree and Order shall apply to and
10 cover any and all claims, demands, actions and causes of action by the Parties to
11 this Consent Decree and Order with respect to the lawsuit, whether the same are
12 known, unknown or hereafter discovered or ascertained, and the provisions of
13 Section 1542 of the California Civil Code are hereby expressly waived. Section
14 1542 provides as follows:

15 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
16 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT**
17 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
18 **EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM**
OR HER MUST HAVE MATERIALLY AFFECTED HIS
SETTLEMENT WITH THE DEBTOR.

19 12. Except for all obligations required in this Consent Decree and Order,
20 the related Settlement Agreement, and any lease between the Defendants, each of
21 the Parties to this Consent Decree and Order, on behalf of themselves, their
22 respective agents, representatives, predecessors, successors, heirs, partners and
23 assigns, releases and forever discharges each other Party and all officers,
24 directors, shareholders, subsidiaries, joint venturers, stockholders, partners,
25 parent companies, employees, agents, attorneys, insurance carriers, heirs,
26 predecessors, and representatives of each other Party, from all claims, demands,
27 actions, and causes of action of whatever kind or nature, presently known or
28 unknown, arising out of or in any way connected with the lawsuit, the subject

1 matter of the lawsuit, or the property at 2521 Monument Blvd, Concord,
2 California.

3
4 **TERM OF THE CONSENT DECREE AND ORDER:**

5 13. This Consent Decree and Order shall be in full force and effect for a
6 period of twelve (12) months after the date of entry of this Consent Decree and
7 Order, or until the injunctive relief contemplated by this Consent Decree and
8 Order is completed, whichever occurs later. The Court shall retain jurisdiction of
9 this action to enforce provisions of this Consent Decree and Order for twelve (12)
10 months after the date of this Consent Decree and Order, or until the injunctive
11 relief contemplated by this Consent Decree and Order is completed, whichever
12 occurs later.

13
14 **PUBLICITY:**

15
16 14. Neither plaintiff nor defendant will initiate or cause the terms of
17 settlement to be published.

18
19 **SEVERABILITY:**

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

23
24 **SIGNATORIES BIND PARTIES:**

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

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Dated: 5/17, 2010 PLAINTIFF IRVING GRIFFIN

Irving Griffin
IRVING GRIFFIN

Dated: _____, 2010 DEFENDANT A & H MOTORS, INC.

By: _____

Print name: _____

Title/position: _____

Dated: _____, 2010 DEFENDANT HADI MOSAVI

HADI MOSAVI

MAY
Dated: 14th, 2010 DEFENDANT LESLIE C. JACOBSON

Leslie C. Jacobson
LESLIE C. JACOBSON

Dated: _____, 2010 DEFENDANT RODNEY L. HENRIKSON

RODNEY L. HENRIKSON

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Dated: _____, 2010 PLAINTIFF IRVING GRIFFIN

IRVING GRIFFIN

(May) 5, 19
Dated: _____, 2010 DEFENDANT A & H MOTORS, INC.

By: Hadi Mosavi

Print name: Hadi Mosavi

Title/position: owner

(May) 5, 19
Dated: _____, 2010 DEFENDANT HADI MOSAVI

Hadi Mosavi
HADI MOSAVI

MAY 14th
Dated: _____, 2010 DEFENDANT LESLIE C. JACOBSON

Leslie C. Jacobson
LESLIE C. JACOBSON

Dated: _____, 2010 DEFENDANT RODNEY L. HENRIKSON

RODNEY L. HENRIKSON

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Dated: _____, 2010 PLAINTIFF IRVING GRIFFIN

IRVING GRIFFIN

Dated: _____, 2010 DEFENDANT A & H MOTORS, INC.

By: _____

Print name: _____

Title/position: _____

Dated: _____, 2010 DEFENDANT HADI MOSAVI

HADI MOSAVI

MAY
Dated: *14th*, 2010 DEFENDANT LESLIE C. JACOBSON

Leslie C. Jacobson
LESLIE C. JACOBSON

Dated: *May 19th*, 2010 DEFENDANT RODNEY L. HENRIKSON

Rodney L. Henrikson
RODNEY L. HENRIKSON


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6 APPROVED AS TO FORM:

7 Dated: 5-25-10, 2010

PAUL L. REIN, ESQ.
CELIA McGUINNESS, ESQ.
LAW OFFICES OF PAUL L. REIN

8
9
10 By: 
11 Attorneys for Plaintiff IRVING GRIFFIN

12
13 Dated: _____, 2010

RICHARD D. BLACK
LAW OFFICES OF RICHARD D. BLACK

14
15
16 By: _____
17 Attorneys for Defendants A & H MOTORS and
HADI MOSAVI

18
19 Dated: MAY 14, 2010

RICHARD T. BOWLES
BOWLES & VERNA, LLP

20
21 By: 
22 Attorneys for Defendant LESLIE C. JACOBSON

23
24 Dated: _____, 2010

MICHAEL S. STRIMLING
BRAMSON, PLUTZIK, MAHLER &
BIRKHAUSER, LLP

25
26
27 By: _____
28 Attorneys for Defendant RODNEY L.
HENRIKSON


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6 APPROVED AS TO FORM:

7 Dated: _____, 2010 PAUL L. REIN, ESQ.
8 CELIA McGUINNESS, ESQ.
9 LAW OFFICES OF PAUL L. REIN

10 By: _____
11 Attorneys for Plaintiff IRVING GRIFFIN

12
13 Dated: 6-1-10, 2010 RICHARD D. BLACK
14 LAW OFFICES OF RICHARD D. BLACK

15
16 By: 
17 Attorneys for Defendants A & H MOTORS and
18 HADI MOSAVI

19 Dated: MAY 14, 2010 RICHARD T. BOWLES
20 BOWLES & VERNA, LLP

21
22 By: 
23 Attorneys for Defendant LESLIE C. JACOBSON

24 Dated: _____, 2010 MICHAEL S. STRIMLING
25 BRAMSON, PLUTZIK, MAHLER &
26 BIRKHAEUSER, LLP

27 By: _____
28 Attorneys for Defendant RODNEY L.
HENRIKSON

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6 APPROVED AS TO FORM:

7 Dated: _____, 2010 PAUL L. REIN, ESQ.
8 CELIA McGUINNESS, ESQ.
9 LAW OFFICES OF PAUL L. REIN

10 By: _____
11 Attorneys for Plaintiff IRVING GRIFFIN

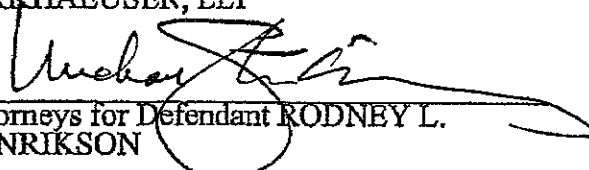
12 Dated: _____, 2010 RICHARD D. BLACK
13 LAW OFFICES OF RICHARD D. BLACK

14 By: _____
15 Attorneys for Defendants A & H MOTORS and
16 HADI MOSAVI

17 Dated: May 14, 2010 RICHARD T. BOWLES
18 BOWLES & VERA, LLP

19 By: 
20 Attorneys for Defendant LESLIE C. JACOBSON

21 Dated: May 26, 2010 MICHAEL S. STRIMLING
22 BRAMSON, PLUTZIK, MAHLER &
23 BIRKHAUSER, LLP

24 By: 
25 Attorneys for Defendant RODNEY L.
26 HENRIKSON

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ORDER

Pursuant to stipulation, and for good cause shown, IT IS SO ORDERED.

Dated: 6/17, 2010

