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5 Attorneys for Defendant
CAMPUS VILLAGE LLC
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8 UNITED STATES DISTRICT COURT
9 DISTRICT OF NEVADA
10

11 JOHN MEGGS, Individually,
12 Plaintiff,

13 vs.

14 CAMPUS VILLAGE LLC, a Nevada
Limited Liability Company,
15 Defendant.
16

Case No. 2:14-cv-01202-JCM-NJK

**JOINT MOTION FOR APPROVAL OF
SETTLEMENT AGREEMENT AND
RELEASE AND FOR DISMISSAL WITH
PREJUDICE**

17 Plaintiff JOHN MEGGS (“Plaintiff”) and Defendant CAMPUS VILLAGE (“Defendant”)
18 (Plaintiff and Defendant shall be referred to collectively as the “Parties”), by their undersigned
19 counsel, jointly move for the entry of an Order approving the parties’ Settlement Agreement and
20 Release (attached as **Exhibit 1**, hereto), retaining jurisdiction only as necessary to enforce the
21 Settlement Agreement, and otherwise dismissing this action with prejudice.

22 **MEMORANDUM OF POINTS AND AUTHORITIES**

23 Plaintiff initiated this suit for injunctive relief and damages under Title III of the Americans
24 with Disabilities Act (“ADA”). *See* [Dkt. #1]. Plaintiff alleged there were architectural barriers
25 existing at Defendant’s commercial property that constituted violations of the Americans With
26 Disabilities Act and that unlawfully limited the Plaintiff’s access to that property. Defendant filed an
27 Answer [Dkt. #10] denying the allegations of the Plaintiff’s Complaint and raising affirmative
28 defenses to Plaintiff’s claim.

1 The parties have now reached an agreement to voluntarily resolve all of the issues raised in
2 the litigation as reflected in the attached Settlement Agreement and Release (**Exhibit 1**).
3 Accordingly, the parties now move for the entry of the attached, proposed Order (**Exhibit 2**)
4 approving the settlement and dismissing this action with prejudice.

5 Particularly in litigation arising under Title III of the ADA, there is a clear policy in favor of
6 encouraging and approving settlements. Thus, where judicial approval of settlements is sought or
7 required, the Court's approval should be given so long as the settlement is fair, adequate and
8 reasonable, and is not the product of collusion between the parties. *Bennett v. Behring Corp.*, 737
9 F.2d 982 (11th Cir. 1984).

10 In this case, the Court should approve the parties' Settlement Agreement and Release.
11 Defendant has agreed to make numerous structural modifications to provide greater accessibility for
12 disabled patrons, even though disputing the allegations that the property was otherwise inaccessible
13 or that such modifications are "readily achievable," and with no such finding of liability having been
14 made. Moreover, the settlement reached is the most efficient and effective means to allow Plaintiff
15 and others similarly situated continued access to the property. In addition, the Settlement Agreement
16 provides a simple scheme for addressing any additional or similar issues that might arise in the
17 future.

18 The Settlement Agreement and Release is also reasonable. The Settlement Agreement and
19 Release was reached after arms-length negotiations between counsel experienced in ADA Title III
20 matters. The Settlement Agreement and Release also provides the greatest degree of uniformity in
21 maintaining consistent solutions to accessibility and modification issues at the property. Finally, the
22 Settlement Agreement and Release avoids the risks inherent in further litigation for both sides, the
23 costs of continuing the litigation, and the delay in achieving such results. In light of the benefits to
24 the parties offered by the Settlement Agreement and Release, as opposed to the expense, delay and
25 risk entailed in further litigation, it is respectfully submitted the Court should approve the Settlement
26 Agreement and Release.

27 ...

28 ...

1 WHEREFORE, the parties jointly request the Court to review their Settlement Agreement
2 and Release and enter the attached proposed Order approving the Settlement Agreement and Release
3 and otherwise dismissing this action with prejudice.

4
5 Dated: January 6, 2015

Dated: January 6, 2015

6 Respectfully submitted,

Respectfully submitted,

7
8 
9 BRUCE C. YOUNG, ESQ.
LITTLER MENDELSON, P.C.

/s/ Robert Spretnak, Esq.
ROBERT SPRETNAK, ESQ.
LAW OFFICES OF ROBERT SPRETNAK

10 Attorneys for Defendant

Attorneys for Plaintiff

11
12
13 **IT IS SO ORDERED.**

14 
15 UNITED STATES DISTRICT JUDGE

16
17 Dated: January 7, 2015

EXHIBIT “1”

EXHIBIT “1”

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

JOHN MEGGS,

Plaintiff,

vs.

CAMPUS VILLAGE LLC,

Defendant.

Case No. 2:14-cv-01202-JCM-NJK

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement"), is entered into by and between Plaintiff, John Meggs, and Defendant, Campus Village LLC, on the date last executed below ("Effective Date").

WHEREAS, Campus Village is the owner/lessor of the property located at 4440 South Maryland Parkway and 1220 E. Harmon Road, in Paradise, Nevada 89119 (hereinafter collectively referred to as "the Premises"), and leases the Premises to several different tenants that operate independent retail businesses on the Premises; and

WHEREAS, Plaintiff has sued Campus Village and claimed that there are architectural barriers existing at the Premises that constitute violations of the Americans with Disabilities Act as amended ("ADA") and of Nevada Revised Statutes §561.070, and that unlawfully limit Plaintiff's access to the Premises ("Lawsuit");

WHEREAS, Campus Village has denied the allegations in the Lawsuit and raised defenses thereto; and

4/6/13-NV

NOW THEREFORE, the Parties wishing to mutually resolve all matters in dispute, and without any admission of liability or wrongdoing, have agreed to the following terms and conditions:

A. Modifications to the Premises

Campus Village agrees to modify the Premises by addressing each of the violations specifically alleged in Paragraph 10 of the Complaint and, as to those specific violations, modifying the Premises as necessary to bring those elements into compliance with the 2010 ADA Accessibility Standards. *Provided*, that if within the one year term of this Settlement Agreement Campus Village or the tenants occupying the property cease, in whole or in part, operating places of public accommodation at the Premises, then no such modifications shall be required as to those portions of the Premises that are no longer operating as places of public accommodation.

Plaintiff shall not assert that Campus Village nor any other person or entity, including the tenants, shall have any further obligation to make additional or different modifications to the Premises. All alterations, modifications, and policies required by this Agreement shall be completed by Campus Village within one year from the effective date of this Agreement. The Parties agree that any delays in making the Modifications to the Premises caused by third parties, including but not limited to the tenants, construction contractors, or city building officials, inspectors, or permitting departments, will not be deemed to render compliance untimely so long as Campus Village makes a good faith effort to effect implementation as soon as reasonably possible thereafter.

Upon completion and within the time frame provided herein to complete the Modifications, Campus Village shall provide Plaintiff, through his counsel, written notice of said

completion. Upon receipt of such notice, Plaintiff shall have six (6) months to make inspection of the Premises to verify the Modifications have been properly completed.

B. Release

For and in consideration of the covenants contained herein, and in consideration of the total payment described in Section C below, Plaintiff and his successors, assigns, heirs, agents, attorneys, and any other person claiming by or through any of the foregoing persons or otherwise purporting to represent Plaintiff, hereby release, acquit and forever discharge Campus Village, its agents, employees, contractors, independent contractors, consultants, experts, heirs, executors, officers, successors-in-interest, shareholders, directors, attorneys, insurers, indemnitors, predecessors, assignees, franchisors, subsidiaries, affiliates, partners, managers, members, and/or administrators, of and from any and all past, present, and future rights, actions, causes of actions, claims, allegations, demands, damages, costs, expenses, attorney fees (alleged or incurred), penalties, liens, and liabilities relating in any way to the Premises, including but not limited to, those specifically alleged by Plaintiff in the Lawsuit.

C. Payment of Costs and Attorneys' Fees

Campus Village shall cause to be paid to Plaintiff's counsel, Fuller, Fuller & Associates, P.A. and The Law Offices of Robert P. Spretnak an amount in complete satisfaction of Plaintiff's claims for attorneys' fees, litigation expenses and expert fees, and costs incurred in this matter to date and to be incurred in the future in connection with finalizing this Agreement, including obtaining Court approval of this Agreement and dismissal of the Lawsuit. The amount to be paid shall be determined by agreement of counsel for the Parties but if no agreement is reached, then the amount will be determined by the Court ("Settlement Payment"). The Settlement Payment shall be paid to Plaintiff's counsel in the form of a check, payable to "Fuller, Fuller &

Associates, P.A." and conditioned upon an executed IRS Form W-9 from Fuller, Fuller & Associates, P.A., being provided to Campus Village prior to payment. Payment shall be delivered to Plaintiff's counsel within ten (10) business days of the date the Court enters an Order approving this Settlement Agreement and dismissing the Lawsuit, with prejudice. The Settlement Payment compensates Plaintiff, John Meggs for any and all claims, whether monetary and/or non-monetary, including all the claims released in Section B above, and any future claims for attorneys' fees, costs, and/or other expenses, whether known or unknown, with the exception of attorney's fees, costs or expenses incurred in any action to enforce this Agreement.

D. No Admission

This Agreement, and the agreement of Campus Village to make the Modifications, is not and shall not be construed as an admission by Campus Village, its tenants nor any person or entity acting on their behalf, of any liability or any act of wrongdoing.

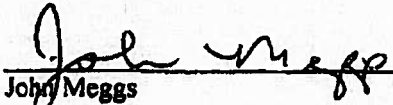
E. Court Approval/Dismissal of Lawsuit

Upon the execution of this Agreement, the Parties hereby agree and will request the Court to adopt and approve the terms of this Agreement, reserve jurisdiction to enforce this Agreement, and to otherwise dismiss with prejudice all claims which were or could have been brought in the Lawsuit. This Agreement shall become effective only when approved by the Court and when the Lawsuit is otherwise dismissed with prejudice.

F. Successors & Assigns

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective predecessors, successors and/or assigns.


DATED: 12-18-14


John Meggs

By: Campus Village LLC
a Nevada limited liability company

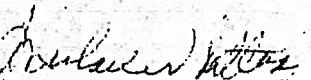
By: American Nevada Company, LLC
a Nevada limited liability company

DATED: 12.22.14

By: 
Phillip N. Ralston
Its: President

By: Campus Village Manager Corporation
a Nevada corporation

DATED: 12-23-14


By: 
Michael A. Saltman
Its: President

APPROVED AS TO FORM:

DATED: _____

Robert Spretnak, Esq.
8275 S. Eastern Avenue, Suite 200
Las Vegas, NV 89123
Telephone: 702.454.4900
Attorneys for Plaintiff

DATED: 12/23/14


Bruce C. Young, Esq.
Little Mendelson, P.C.
3960 Howard Hughes Parkway, Suite 300
Las Vegas, NV 89169-5937
(702) 862-8800
Attorneys for Campus Village

Campus Village

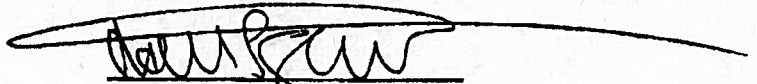
DATED: _____

By: _____

Its: _____

APPROVED AS TO FORM:

DATED: 12/22/2014



Robert Spretnak, Esq.
8275 S. Eastern Avenue, Suite 200
Las Vegas, NV 89123
Telephone: 702.454.4900
Attorneys for Plaintiff

DATED: _____

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3960 Howard Hughes Parkway, Suite 300
Las Vegas, NV 89169-5937
(702) 862-8800
Attorneys for Campus Village

EXHIBIT “2”

EXHIBIT “2”

1 BRUCE C. YOUNG, ESQ., Bar #5560
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4 Attorneys for Defendant
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7 **UNITED STATES DISTRICT COURT**
8 **DISTRICT OF NEVADA**
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13 CAMPUS VILLAGE LLC, a Nevada
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15 Defendant.

Case No. 2:14-cv-01202-JCM-NJK

**ORDER GRANTING JOINT
MOTION FOR APPROVAL OF
SETTLEMENT AGREEMENT AND
RELEASE AND FOR DISMISSAL WITH
PREJUDICE**

16 THIS CAUSE having come before the Court upon the Parties' Joint Motion for Approval of
17 Settlement Agreement and Release and for Dismissal With Prejudice, it is hereby

18 ORDERED, ADJUDGED and DECREED that the Joint Motion for Approval of Settlement
19 Agreement and Release and for Dismissal With Prejudice is granted and the parties' Settlement
20 Agreement is approved. The Court reserves jurisdiction only as necessary to enforce the terms of the
21 Settlement Agreement and Release. Otherwise, this action, and each claim which was or could have
22 been brought therein, is dismissed with prejudice, without an award of costs or attorney's fees to any
23 party by this Court.

24 **IT IS SO ORDERED.**

25 
26 UNITED STATES DISTRICT JUDGE

27 January 7, 2015

28 Dated: _____