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2
3 UNITED STATES DISTRICT COURT
4 EASTERN DISTRICT OF WASHINGTON

5 ZACHARY FEATHERSTONE,

No. 1:CV-14-3084-SMJ

6 Plaintiff,

**ORDER GRANTING
PRELIMINARY INJUNCTION**

7 v.

8 PACIFIC NORTHWEST
9 UNIVERSITY OF HEALTH
10 SCIENCES,

Defendant.

11 **I. INTRODUCTION**

12 Before the Court is Plaintiff Zachary Featherstone's Motion for Preliminary
13 Injunctive Relief, ECF No. 3. Plaintiff seeks a preliminary injunction permitting
14 him to begin attending medical school at Pacific Northwest University's (PNWU)
15 osteopathic medicine program on August 4, 2014, with sign language interpreters
16 and captioning services. After hearing from counsel at the July 22, 2014 hearing,
17 and after thoroughly reviewing the file, pleadings, and declarations in this matter,
18 the Court is fully informed. The Court finds Plaintiff established he is likely to
19 prove that he sought reasonable and necessary accommodations that do not alter
20 the nature of the educational program offered, the accommodations are available

1 to PNWU, and will not create an undue burden on the school. The patient safety
2 and clinical-program concerns raised by PNWU are unfounded based upon the
3 growing trend of successful deaf health care professionals. While PNWU is a
4 small new medical school, when they opened their doors to providing students an
5 education, they, like other schools, have to obey legal obligations that come with
6 providing those services. Accordingly, the Court grants the preliminary
7 injunction, requiring PNWU to matriculate Plaintiff with his classmates on August
8 4, 2014, with the reasonable accommodations requested.

9 **II. BACKGROUND**

10 **A. Factual Background¹**

11 Plaintiff is seeking to become a doctor but is deaf and unable to lip-read in
12 educational settings. For Plaintiff to interact in an educational setting, he requires
13 sign language interpreters and captioning services. In 2012, Plaintiff applied for
14 admission to PNWU, and later, after a timed interview with an integrated
15 teamwork component in which Plaintiff used an interpreter, PNWU offered
16 Plaintiff admission into its osteopathic medicine program which he accepted in
17 February 2013. In March 2013, Plaintiff requested captioning for lectures and
18 interpreting for more interactive settings such as labs and clinics. In the following
19 months, Plaintiff and staff at PNWU worked on his accommodation requests.

20 ¹ In developing this factual statement, the Court resolved factual disputes after reviewing the submitted evidence. *See Stuhlberg Int'l Sales Co., Inc. v. John D. Brush & Co., Inc.*, 240 F.3d 832, 840 (9th Cir. 2001); *see also Dixon v. Vanderbilt*, 122 Fed. Appx. 694, 695-96 (5th Cir. 2004).

1 Plaintiff provided PNWU with information about Washington’s Division of
2 Vocational Rehabilitation (DVR), which provides funds for universities in
3 Washington for the costs of auxiliary aids and services for deaf students.

4 On July 10, 2013, PNWU notified Plaintiff by letter that it needed more
5 time to arrange for aids and services and proposed deferring his enrollment for a
6 year, which Plaintiff agreed to by email on July 13, 2014. During email
7 exchanges between Plaintiff and PNWU discussing the details of a deferral,
8 PNWU consistently made references to being potentially unable to financially
9 afford the accommodations requested. *See* ECF No. 21-3, Ex. 16 (“[A]t present
10 the school is unable to bear the cost of the services you need”); ECF No. 21-3, Ex.
11 18 (recommending Plaintiff “consider another medical school that has greater
12 financial resources than PNWU-COM”). While continuing to review Plaintiff’s
13 requests, an accommodation committee solely for Plaintiff was created and grew
14 from seven to fourteen members.

15 On April 4, 2014, DVR informed PNWU that “[i]f they can’t pay for the
16 accommodations DVR can pay for them.” ECF No. 4-7 at 2. On April 11, 2014,
17 PNWU notified Plaintiff it was withdrawing his admission. PNWU explained its
18 decision citing concerns for patient safety in the clinical situations, anticipated
19 compromised educational experiences for classmates, and an anticipated inability
20 to meet the time requirements of performance examinations. ECF No. 1-2.

1 **B. Procedural Background**

2 On June 18, 2014, Plaintiff filed his Complaint alleging five claims 1)
3 violation of Title III of the Americans with Disabilities Act, 2) violation of
4 Section 504 of the Rehabilitation Act, 3) violation of the Washington Law Against
5 Discrimination, 4) breach of contract, and 5) promissory estoppel. ECF No. 1.
6 On June 20, 2014, Plaintiff moved for a preliminary injunction seeking to
7 matriculate on August 4, 2014, as originally contemplated under his deferred
8 admission. ECF No. 3.

9 **III. PRELIMINARY INJUNCTIVE RELIEF**

10 **A. Legal Standard**

11 The Court has broad discretion to grant or deny a party's request for
12 injunctive relief. *Half Moon Bay Fishermans' Marketing Assoc. v. Carlucci*, 857
13 F.2d 505, 507 (9th Cir. 1988). A preliminary injunction is an extraordinary
14 remedy. *Weinberger v. Romero-Barcelo*, 456 U.S. 305, 311–12 (1982). “While a
15 prohibitory injunction preserves the status quo. . . a mandatory injunction goes
16 well beyond simply maintaining the status quo. . . [and] is particularly disfavored.”
17 *Stanley v. Univ. of S. Cal.*, 13 F.3d 1313, 1320 (9th Cir. 1994). “When a
18 mandatory preliminary injunction is requested, the district court should deny such
19 relief unless the facts and law clearly favor the moving party.” *Id.* The Court,
20 however, is empowered to grant mandatory injunctions, especially when

1 prohibitory orders may be ineffective or inadequate. *Katie A., ex rel. Ludin v. Los*
2 *Angeles County*, 481 F.3d 1150, 1156–57 (9th Cir. 2007). To obtain a preliminary
3 injunction, a plaintiff “must establish that he is likely to succeed on the merits,
4 that he is likely to suffer irreparable harm in the absence of preliminary relief, that
5 the balance of equities tips in his favor, and that an injunction is in the public
6 interest.” *Winter v. Natural Res. Def. Council*, 555 U.S. 7, 20 (2008). *See also*
7 *Alliance for the Wild Rockies v. Cottrell*, 632 F.3d 1127, 1131–32 (9th Cir. 2011).
8 Federal Rule of Civil Procedure 65(c) requires the party seeking the preliminary
9 injunction to provide a bond in an amount the Court deems proper “for the
10 payment of such costs and damages as may be incurred or suffered by any party
11 who is found to have been wrongfully enjoined or restrained.” “Rule 65(c) invests
12 the district court ‘with discretion as to the amount of security required, *if any.*’”
13 *Jorgensen v. Cassidy*, 320 F.3d 906, 919 (9th Cir. 2003).

14 **B. Discussion**

15 1. Success on the Merits

16 To make out a prima facie case under either Plaintiff’s ADA or
17 Rehabilitation Act claims he must show that 1) he is disabled under the Act, 2) he
18 is “otherwise qualified” to remain a student at the Medical School, i.e., he can
19 meet the essential eligibility requirements of the school, with or without
20 reasonable accommodation, 3) he was dismissed solely because of his disability,

1 and 4) the PNWU receives federal financial assistance (for the Rehabilitation Act
2 claim), or is a public entity (for the ADA claim). *See Dempsey v. Ladd*, 840 F.2d
3 638, 640 (9th Cir. 1988); *Wong v. Regents of Univ. of Cal.*, 192 F.3d 807, 816 (9th
4 Cir. 1999); *Armstrong v. Davis*, 275 F.3d 849, 862 n. 17 (9th Cir. 2001) (“The
5 Rehabilitation Act is materially identical to and the model for the ADA, except
6 that it is limited to programs that receive federal financial assistance.”).

7 The first, third, and fourth factors are largely not in dispute. Plaintiff’s
8 hearing impairment clearly interferes with major life activities and PNWU’s letter
9 withdrawing Plaintiff’s admission, ECF No. 1-2, clearly indicates PNWU’s
10 dismissal is because of Plaintiff’s disability. PNWU admits that it receives federal
11 financial assistance and is a public entity under the ADA. *See* ECF No. 26 at 1.
12 Accordingly, the question of Plaintiff’s likelihood of success on the ADA and
13 Rehabilitation Act claims turn on whether the accommodations requested were
14 reasonable and if Plaintiff was qualified to attend medical school with those
15 accommodations.

16 *a. Qualified with Reasonable Accommodations*

17 The ADA defines a “qualified individual with a disability” as one who
18 “meets the essential eligibility requirements . . . for participation in [a given]
19 program[] provided by a public entity” “*with or without reasonable modifications*
20 to rules, policies, or practices. . . .” 42 U.S.C. § 12131(2) (emphasis added);

1 *accord S.E. Comm’y Coll. v. Davis*, 442 U.S. 397, 406 (1979) (holding that under
2 the Rehabilitation Act, an otherwise qualified individual is “one who is able to
3 meet all of a program's requirements in spite of his handicap”). Regulations
4 promulgated under Title III of the ADA require the provision of “appropriate
5 auxiliary aids and services where necessary to ensure effective communication
6 with individuals with disabilities,” 28 C.F.R. § 36.303(c)(1), and instruct places of
7 public accommodation to “consult with individuals with disabilities whenever
8 possible to determine what type of auxiliary aid is needed to ensure effective
9 communication,” *id.* § 36.303(c)(1)(ii). The regulations specifically provide that
10 appropriate aids and services for deaf individuals include interpreters and
11 transcription services. *Id.* § 36.303(b)(1).

12 In the school context, the implementing regulations of the Rehabilitation
13 Act define an otherwise qualified individual as an individual who, although
14 disabled, “meets the academic and technical standards requisite to admission or
15 participation in the [school's] education program or activity.” 34 C.F.R. §
16 104.3(k)(3). However, under Rehabilitation Act regulations, educational
17 institutions are required to provide a disabled student with reasonable
18 accommodations to ensure that the institution's requirements do not discriminate
19 on the basis of the student's disability. *See* 34 C.F.R. § 104.44(a). Similarly, the
20 ADA's implementing regulations require a public entity to “make reasonable

1 modifications in policies, practices, or procedures when the modifications are
2 necessary to avoid discrimination on the basis of disability, unless the public
3 entity can demonstrate that making the modifications would fundamentally alter
4 the nature of the services, program, or activity.” 28 C.F.R. § 35.130(b)(7).
5 However, the Supreme Court has made clear that an educational institution is not
6 required to make fundamental or substantial modifications to its program or
7 standards; it need only make reasonable ones. *See Alexander v. Choate*, 469 U.S.
8 287, 300 (1985).

9 Here, Plaintiff requests the use of interpreters for clinical settings and
10 captioning services for classroom environments. These are the exact type of
11 services embodied in 28 C.F.R. § 36.303(b)(1). As these services would allow
12 Plaintiff to learn in the classroom and in the clinical settings, as well as, interact
13 with fellow students and patients in the clinic setting, the Court finds it likely that
14 with these accommodations Plaintiff would be qualified. Additionally, it is clear
15 that these types of services are quite common in the educational environment. *See*
16 *Argenyi v. Creighton Univ.*, 703 F.3d 441, 444 (8th Cir. 2013) (acknowledging
17 Seattle University used CART for lectures and interpreters for lab courses);
18 *Argenyi v. Creighton Univ.*, 8:09CV341, 2014 WL 1838980 (D. Neb. May 8,
19 2014) (acknowledging jury found Creighton’s failure to provide interpreters and
20 CART services to a medical student discriminatory); Decl. of Josh Jones, ECF

1 No. 29-3 (acknowledging that Central Washington University provides captioning
2 and interpreter services). *See also*, Decl. of Christopher Moreland, ECF No. 4-8,
3 (discussing successful use of interpreters in clinical environments); Decl. of
4 Wendy Eastman, ECF No. 4-11 (same). Accordingly, the Court finds it likely that
5 Plaintiff could meet his burden of producing evidence that he is otherwise
6 qualified with reasonable accommodations.

7 However, this does not end the analysis, as the burden shifts to the
8 educational institution to produce evidence that the requested accommodations
9 would require a fundamental or substantial modification of its program or present
10 an undue hardship. *See Zukle v. Regents of Univ. of Cal.*, 166 F.3d 1041, 1047
11 (9th Cir. 1999).

12 *b. Program Modification and Undue Hardship*

13 PNWU asserts three main concerns with providing the requested
14 accommodations 1) it would require revision of fundamental components of the
15 curriculum, 2) the limited resources available in Yakima to provide interpreter
16 services, and 3) concerns for patient safety. However, as PNWU made clear at the
17 July 22, 2014 hearing, the Dean of PNWU did not regard money as a concern.
18 For the reasons that follow, the Court finds that PNWU's concerns lack merit.

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1 *i. Fundamental Modification of Programing*

2 PNWU maintains that the use of interpreters in lab scenarios, patient
3 encounters, and clinical training would amount to a fundamental change.
4 However, “mere[] speculat [ion] that a suggested accommodation is not feasible”
5 falls short of the “reasonable accommodation” requirement. *Wong v. Regents of*
6 *Univ. of Cal.*, 192 F.3d 807, 818 (9th Cir. 1999). Having reviewed the declaration
7 in this matter, the Court finds that interpreter services are merely a means to
8 translate communications and is a simultaneous process between converting
9 English into American Sign Language. The interpreter is nothing more than a
10 communication aid. Such aid, while adding another person in the room, is not
11 altering the fact that Plaintiff will have to successfully complete the labs,
12 communicate with patients, and complete the clinical program, just as his
13 classmates would.

14 It is important to note that this case is not like other cases in which a
15 disabled medical student was admitted, then failed to meet academic standards,
16 and the resulting dismissal was upheld. *See e.g. Zukle*, 166 F.3d at 1045 (Student
17 received a failing grade in the first two clinical rotations and was dismissed from
18 the school for failure to meet academic standards); *Ellis v. Morehouse Sch. of*
19 *Med.*, 925 F. Supp. 1529 (N.D. Ga. 1996) (The plaintiff's dismissal from the
20 medical school for failing to pass two classes was not discriminatory.). To the

1 contrary, PNWU has declined to even provide Plaintiff with the *opportunity* to
2 attend medical school. *See* 45 C.F.R. § 84.4(b)(2)(requiring entities receiving
3 federal funding to furnish auxiliary aids which “afford handicapped persons equal
4 *opportunity* to obtain the same result, to gain the same benefit, or to reach the
5 same level of achievement” as others)(emphasis added).

6 Additionally, despite Plaintiff’s assertion that he is not asking for more time
7 to complete clinics or examinations, ECF No. 28, PNWU remains concerned that
8 Plaintiff will not timely complete his examinations. On the issue of time, the
9 Court has before it credible sworn statements that additional time is not needed
10 to timely complete exams when interpreters are used. *See e.g.* Decl. of Wendy
11 Eastman, ECF No. 4-11 at 4. Therefore, PNWU’s concern for time appears not
12 only unfounded, but because additional time is not an accommodation Plaintiff
13 seeks, the Court need not address whether such additional time would be
14 permitted.

15 Accordingly, the Court finds PNWU’s concerns that the requested
16 accommodations would amount to a fundamental modification of its program not
17 only lacks merit but is wholly speculative.

18 *ii. Limited Resources in Yakima*

19 PNWU also maintains the incredulous position that its location in Yakima
20 distinguishes it from urban schools when it comes to the availability of resources

1 to provide interpreter services to Plaintiff. While situational differences, even
2 when slight, can alter the reasonableness of an accommodation, *see Zukle v.*
3 *Regents of Univ. of California*, 166 F.3d 1041, 1048 (9th Cir. 1999) (“[W]hat is
4 reasonable in a particular situation may not be reasonable in a different situation-
5 even if the situational differences are relatively slight.”) (citations omitted), the
6 Court finds nothing in the record to justify such a distinction. First, there is
7 nothing in logic or the law that prevents PNWU from going outside of Yakima to
8 hire an interpreter who is willing to relocate. Regardless, based on the present
9 record, PNWU’s belief that services are unavailable in Yakima seems misguided
10 and uninformed. Before the Court are sworn declarations that services can be
11 available by August 4, 2014, to provide both captioning and interpreter services.
12 *See* Decl. of Chandler Brimley, ECF No. 29-1 (noting availability of interpreter
13 services); Decl. of Phil Hyssong, ECF No. 29-2 (CART services available by
14 August 4, 2014); Decl. of Josh Jones, ECF No. 29-3 (discussing Central
15 Washington University’s use of interpreters including video remote interpreter
16 services); Decl. of Kari Owen, ECF No. 31-1 at 2 (stating ASL Professionals has
17 interpreters qualified to work in a medical education environment). Accordingly,
18 on the record before the Court, the necessary services appear readily available.

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1 iii. *Patient Safety*

2 Finally, PNWU’s concern for patient safety is attenuated with its
3 requirements to provide for an education. Any potential clinic in which its
4 students could possibly be placed would have a legal obligation to accommodate
5 not only disabled patients but also disabled employees. *See, e.g., Liese v. Indian*
6 *River Mem. Hosp. Dist.*, 701 F.3d 334, 342 (11th Cir. 2012) (discussing hospitals
7 rehabilitation act obligations); *Loeffler v. Staten Island Univ. Hosp.*, 582 F.3d 268,
8 274-75 (2d Cir. 2009) (same); 42 U.S.C. § 12181(7)(F)(applying the ADA to
9 “professional office[s] of a health care provider”). Regardless, as demonstrated
10 by the use of interpreters around the country to provide medical care to patients,
11 as well as, accommodate the growing number of deaf medical care providers,
12 interpreters can be used in even emergency situations without creating a danger.
13 *See Decl. of Wendy Eastman*, ECF No. 4-11 at 4 (discussing successful and safe
14 use of interpreters in emergency care settings and the growing number of deaf
15 health care professionals).

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1 Accordingly, the Court finds that PNWU has failed to establish that it is
2 likely to succeed on its claim that providing interpreter services to Plaintiff will
3 fundamentally alter the education environment or present an undue hardship to
4 PNWU. Accordingly, the Court finds Plaintiff is likely to succeed on his ADA
5 and Rehabilitation Act claims.²

6 2. Irreparable Harm

7 Second, to receive a preliminary injunction Plaintiff must demonstrate a
8 likelihood of irreparable harm. While PNWU maintains that delay in admission
9 or emotional and psychological harms are insufficient to warrant preliminary
10 injunction, that position is contradicted by the Ninth Circuit. The Ninth Circuit
11 has held that “emotional and psychological—and immediate . . . injury cannot be
12 adequately compensated for by a monetary award after trial.” *Chalk v. U.S. Dist.*
13 *Court Cent. Dist. of Cal.*, 840 F.2d 701, 710 (9th Cir. 1988) (noting that such non-
14 compensable injury was contemplated by Congress in enacting section 504).
15 Here, Plaintiff maintains he has been left “feeling depressed, worried, anxious,
16 and sleepless.” ECF No. 35 at 3. However, more important is the harm to
17 Plaintiff in lost time in pursuing his chosen profession. It is uncontested that
18 Plaintiff has been waiting to pursue his medical career for over a year already, and
19 would continue to be delayed in pursuing his chosen profession if not admitted to

20 _____
² As the Court concludes a likelihood of success on two of Plaintiff’s five claims, the Court need not address the likelihood of success on the remaining three claims.

1 PNWU. The Ninth Circuit has concluded that irreparable harm can be shown “in
2 the form of the loss of opportunity to pursue [ones] chosen profession.” *Enyart v.*
3 *Nat'l Conference of Bar Examiners, Inc.*, 630 F.3d 1153, 1165 (9th Cir. 2011).
4 Accordingly, the Court finds Plaintiff has sufficiently demonstrated an irreparable
5 harm if relief is not granted.

6 3. Balance of Equalities

7 Next, the Court “must balance the competing claims of injury and must
8 consider the effect on each party of the granting or withholding of the requested
9 relief.” *Winter v. Natural Res. Def. Council, Inc.* 555 U.S. 7, 24 (2008). As the
10 Court discussed previously, interpreters and captioning services are available by
11 August 4, 2014, and such services have been used by many other educational and
12 medical schools and hospitals. Accordingly, as the Court found above, PNWU
13 has failed to establish it is likely to prove that the accommodations, if ordered,
14 would present an undue hardship to PNWU. Additionally, while PNWU may
15 have to pay for the services, it also appears that sources of funding may be
16 available outside of PNWU. *See* ECF No. 4-7 at 2 (On April 4, 2014, DVR
17 informed PNWU that “[i]f they can’t pay for the accommodations DVR can pay
18 for them.”). The Court, balancing the potential financial costs to PNWU against
19 the irreparable harm presented by Plaintiff, finds the balance favors granting a
20 preliminary injunction.

1 4. Public Interest

2 Finally, Plaintiff must demonstrate that the preliminary injunction sought
3 promotes the public interest. Above, the Court found Plaintiff has already shown
4 a likelihood of success on the merits of his ADA claim. In enacting the ADA,
5 Congress demonstrated its view that the public has an interest in ensuring the
6 eradication of discrimination on the basis of disabilities. 42 U.S.C. § 12101(a)(9)
7 (finding that “the continuing existence of unfair and unnecessary discrimination
8 and prejudice . . . costs the United States billions of dollars in unnecessary
9 expenses resulting from dependency and *nonproductivity*”)(emphasis added).
10 This public interest is served by requiring entities to take steps to “assure equality
11 of opportunity” for people with disabilities. *Id.* § 12101(a)(8). *See Enyart v. Nat'l*
12 *Conference of Bar Examiners, Inc.*, 630 F.3d 1153, 1167 (9th Cir. 2011)
13 (upholding district court’s grant of preliminary injunction which found the
14 enforcement of the ADA served the public interest).

15 Equal justice under law is more than an inscription atop the Supreme Court
16 building, it is the ideal that Congress followed when enacting the ADA. By
17 granting this injunction, it is that ideal that this Court finds is in the public interest
18 to protect.

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1 5. Mandatory Injunction is Appropriate in this Case

2 For the reasons discussed above, the Court finds any relief short of
3 providing the requested injunction for Plaintiff in this case would be both
4 ineffective and inadequate. As the Court finds that the law and facts clearly favor
5 Plaintiff and that the potential for irreparable harm cannot be remedied by a later
6 award of damages, the Court also finds that Plaintiff has met his burden of
7 demonstrating the need for a mandatory injunction.

8 6. Bond Amount

9 Federal Rule of Civil Procedure 65(c) permits a court to grant preliminary
10 injunctive relief “only if the movant gives security in an amount that the court
11 considers proper to pay the costs and damages sustained by any party found to
12 have been wrongfully enjoined or restrained.” Despite the seemingly mandatory
13 language, “Rule 65(c) invests the district court ‘with discretion as to the amount of
14 security required, *if any.*’” *Jorgensen v. Cassidy*, 320 F.3d 906, 919 (9th Cir.
15 2003) (quoting *Barahona–Gomez v. Reno*, 167 F.3d 1228, 1237 (9th Cir. 1999)).
16 In particular, “[t]he district court may dispense with the filing of a bond when it
17 concludes there is no realistic likelihood of harm to the defendant from enjoining
18 his or her conduct.” *Id.* Additionally, a district court has the discretion to
19 dispense with the security requirement where giving security would effectively
20 deny access to judicial review. *See Save Our Sonoran, Inc. v. Flowers*, 408 F.3d

1 1113, 1126 (9th Cir. 2005) (citation omitted). Similarly, a district court may
2 waive the bond requirement where the plaintiff is indigent. *V.L. v. Wagner*, 669 F.
3 Supp. 2d 1106, 1123 (N.D. Cal. 2009). Here, Plaintiff is unlikely to have
4 sufficient funds to afford the bond, outside sources of funding are available to pay
5 for the interpreter and captioning services, and PNWU has repeatedly claimed
6 money is not an issue. Accordingly, the Court finds waiver of the bond
7 requirement is proper as PNWU is not likely to be financially harmed by
8 enjoining its conduct and requiring Plaintiff to provide security, which in effect
9 would be requiring him to pay for this own services, would likely deny him access
10 to judicial review.

11 **IV. CONCLUSION**

12 Ultimately, the Court finds Plaintiff is likely to prove that he seeks
13 reasonable and necessary accommodations that do not alter the nature of the
14 educational program offered, the accommodations are available in Yakima, and
15 may be paid for by outside funding. Based on the current record, the patient
16 safety and clinical-program concerns raised by PNWU are unfound based upon
17 the growing trend of successful deaf health care professionals. Accordingly, the
18 Court grants the preliminary injunction, requiring PNWU to matriculate Plaintiff
19 with his classmates on August 4, 2014, with the reasonable accommodations
20 requested.

1 Accordingly, **IT IS HEREBY ORDERED:**

2 **1.** Plaintiff's Motion for Preliminary Injunctive Relief, **ECF No. 3**, is
3 **GRANTED.**

4 **2.** Pacific Northwest University of Health Sciences shall immediately
5 re-enroll Plaintiff into its 2014-2015 class at the College of
6 Osteopathic Medicine.

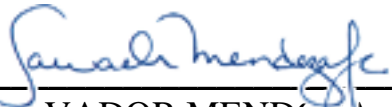
7 **3.** Pacific Northwest University of Health Sciences shall provide
8 Plaintiff with the accommodation of necessary American Sign
9 Language interpreter(s) and captioning services.

10 **4.** Plaintiff shall cooperate fully with Pacific Northwest University of
11 Health Sciences in arranging interpreter and captioning services
12 necessary to assist him, and in arranging, and applying for, outside
13 funding of those services.

14 **5.** The Court waives the bond requirement of Federal Rule of Civil
15 Procedure 65(c).

16 **IT IS SO ORDERED.** The Clerk's Office is directed to enter this Order
17 and provide copies to all counsel.

18 **DATED** this 22nd day of July 2014.

19 
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SALVADOR MENDOZA, JR.
United States District Judge