

## **EXHIBIT B**

### **NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT**

**ATTENTION: ALL PERSONS WITH A MOBILITY DISABILITY:** If you have used, or attempted to use, Portland pedestrian rights-of-way and have encountered corners on sidewalks or other pedestrian walkways that were missing curb ramps, or curb ramps that were damaged, in need of repair, or otherwise in a condition not suitable or sufficient for use (“Non-Compliant Curb Ramps”), you may be a member of the proposed Settlement Class affected by this lawsuit. This is a court-authorized notice.

A “Mobility Disability” means any impairment or medical condition, as defined by the ADA, which limits a person’s ability to walk, ambulate, maneuver around objects, or ascend or descend steps or slopes. A person with a Mobility Disability may or may not use a wheelchair, scooter, electric personal assisted mobility device, crutches, walker, cane, brace, orthopedic device, or similar equipment or device to assist their navigation along a pedestrian walkway, or may be semi-ambulatory.

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY  
BE AFFECTED BY LEGAL PROCEEDINGS IN THIS CASE.**

### **NOTICE OF CLASS ACTION**

The purpose of this notice is to inform you of a proposed settlement in a pending class action lawsuit brought on behalf of persons with Mobility Disabilities against the City of Portland. The class action settlement (“Settlement Agreement”), which must be approved by the United States District Court, was reached in the case entitled *Hines, et al. v. City of Portland*, No. 3:18 cv-00869-HZ, pending in the United States District Court for the District of Oregon.

### **BASIC INFORMATION**

This lawsuit alleges that the City of Portland (“City”) violated federal disability access laws by allegedly failing to ensure that its pedestrian right of way contains curb ramps that are necessary to ensure that the pedestrian right of way is accessible to individuals with Mobility Disabilities. The City denies these allegations and disputes that it has any liability or committed any wrongdoing.

This is a class action. In a class action, one or more people or organizations, called Class Representatives (in this case Allen Hines, Tess Raunig, and CaroleZoom [“Plaintiffs”]), sue on behalf of people who have similar legal claims. All of these people are a Class or Class Members. One court resolves the issues for all Class Members. United States District Judge Marco A. Hernandez is in charge of this class action.

The Court did not decide in favor of either Plaintiffs or the City in this case. Instead, both sides agreed to a settlement. That way, they avoid the cost, delay, and uncertainty of a trial, and settlement benefits go to the Class Members. The Class Representatives and Class Counsel (the attorneys appointed by the Court to represent the Class) think the proposed settlement is in the best interests of the Class

Members, taking into account the benefits of the settlement, the risks of continued litigation, and the delay in obtaining relief for the Class if the litigation continues.

### THE SETTLEMENT CLASS

The Settlement Class includes all persons (including residents of and/or visitors to the City of Portland) with any Mobility Disability, who, at any time prior to court judgment granting final approval to this Agreement have been denied full and equal access to the City's pedestrian right of way due to the lack of a curb ramp or a curb ramp that was damaged, in need of repair, or otherwise in a condition not suitable or sufficient for use.

### SUMMARY OF THE PROPOSED SETTLEMENT AGREEMENT

**The following is a summary of certain provisions of the Settlement Agreement. The complete Settlement Agreement is available as set forth below.**

The Settlement Agreement (which is called a "proposed Consent Decree") requires the City of Portland to make widespread accessibility improvements by installing and remediating Non-Compliant Curb Ramps, beginning in 2018, and continuing for the next 12 years.

The Agreement commits the City to ensure the Installation or Remediation of an average of 1,500 Accessible curb ramps each calendar year for 12 years, including those curb ramps requested by persons with Mobility Disabilities. Under the Agreement, the City will survey all corners in the pedestrian right of way to determine where curb ramps are missing or are inaccessible and need to be installed or remediated. The City will create a Transition Plan that will include a schedule for Accessible curb ramp Installation and Remediation consistent with the survey results and the prioritization required by the ADA. The Portland Bureau of Transportation also will have an Americans with Disabilities Act Technical Advisor to assist in developing and implementing the work required by the Agreement.

The Agreement also commits the City to continue to maintain a system through which people with Mobility Disabilities may submit requests for installation of accessible curb ramps and remediation of inaccessible curb ramps. The City will use its best efforts to remediate or install each requested accessible curb ramp within nine months of the request, except in very limited circumstances.

The Agreement also includes provisions for the Class Representatives and Class Counsel (identified below) to monitor the City's compliance with the terms of the Agreement and requires the City to issue annual reports documenting the installation and remediation of curb ramps under the Agreement.

### RELEASE OF CLAIMS

The Settlement Agreement resolves and releases through the 12-year term of the Settlement Agreement, all claims for injunctive, declaratory, or other non-monetary relief that were brought, could have been brought, or could be brought in the future relating to or arising from any of the City's alleged actions, omissions, incidents, or conduct related to the installation, remediation, repair, or maintenance of curb ramps in the City's pedestrian rights-of-way. The Settlement

Agreement does not provide for any monetary relief to the Settlement Class, and it does not release any monetary claims that Settlement Class members may have.

### REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES

The settlement class is represented by Goldstein, Borgen, Dardarian & Ho and the Civil Rights Education and Enforcement Center (“Class Counsel”). The City will pay Class Counsel their reasonable attorneys’ fees, expenses, and costs of \$334,666 subject to the approval by the Court. Class Counsel shall also be entitled to reasonable attorneys’ fees and costs for monitoring the City’s compliance with the Settlement Agreement as set forth in the Settlement Agreement. Plaintiffs’ fees, expenses, and costs for monitoring will be capped at \$480,000 for the entire term of the Agreement, and Plaintiffs will not request reimbursement and the City will not be required to pay more than \$40,000 annually for legal work performed in any single year of the Agreement, except in limited and specified circumstances. Notwithstanding the fee provisions of the Settlement Agreement, all fees awarded to Class Counsel must be first approved by the Court.

### FAIRNESS OF SETTLEMENT

The Class Representatives and Class Counsel have concluded that the terms and conditions of the proposed Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. In reaching this conclusion, the Class Representatives and Class Counsel have considered the benefits of the settlement, the possible outcomes of litigation of these issues, the expense and length of litigation, and actual and possible appeals.

### THE COURT'S FINAL APPROVAL/FAIRNESS HEARING

The Court has preliminarily approved the Settlement Agreement, and has scheduled a hearing for Monday, September 24, 2018 at 10:00 a.m. in Courtroom 14B of the United States Courthouse at 1000 SW Third Avenue, Portland, OR 97204 to decide whether the proposed settlement is fair, reasonable, and adequate, and should be finally approved. Although you are not required to attend, as a Settlement Class Member, you have the right to attend and be heard at this hearing, as specified in the next section below. At the hearing, the Court will consider any objections to the settlement. Judge Hernandez will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement. The Court will also evaluate the agreed upon amount to award Class Counsel as reasonable attorneys’ fees, costs and litigation expenses. We do not know how long this decision will take.

This hearing date is subject to change without further notice. If you wish to be informed of any changes to the schedule, please notify Class Counsel at the addresses listed in the next section below. You may also check [www.creeclaw.org/portland-curb-ramp-settlement](http://www.creeclaw.org/portland-curb-ramp-settlement) or the public court records on file in this action at <https://www.pacer.gov/> for any updates.

### OBJECTIONS TO THE SETTLEMENT

Any Settlement Class Member may object to the terms of the proposed settlement described above by submitting a written or oral objection to Class Counsel via regular or electronic mail, or by leaving a message with their objection via telephone. If you submit an objection, you do not have to come to

the Final Approval Hearing to talk about it. If you plan on speaking at the Final Approval Hearing, please indicate in your objection that you plan to do so. If you do not submit an objection prior to the deadline, you might not be provided an opportunity to speak to the District Court about your objection at the Final Approval Hearing.

If you submit an objection, it should include the following information: (a) your name, address, and, if available, your telephone number and e-mail address; (b) if you are being represented by counsel, the name, address, telephone number and e-mail address of your attorney; (c) a statement of your objections; and (d) a statement of whether you are a member of the Settlement Class.

Please note that the Court can only approve or deny the settlement. The Court cannot change the terms of the settlement.

**All objections must be submitted or postmarked on or before August 8, 2018.**

All email objections must be sent to the following email address: **curbramps@creeclaw.org**

All oral objections must be made by leaving a message at the following toll-free number: 1-888-461-9191.

All regular mail objections must be sent to the following address:

Timothy P. Fox  
Civil Rights Education and  
Enforcement Center  
104 Broadway, Suite 400  
Denver, CO 80203

You may, but are not required to, appear at the Final Approval Hearing scheduled for Monday, September 24, 2018 at 10:00 a.m. in Courtroom 14B of the United States Courthouse at 1000 SW Third Avenue, Portland, OR 97204 to have your objection heard by the Court.

**Any Class Member who does not object at or before the Final Approval Hearing will be deemed to have approved the Settlement and to have waived such objections and shall not be able to make any objections (by appeal or otherwise) to the Settlement.**

**IF YOU DO NOT OPPOSE THIS SETTLEMENT, YOU NEED NOT  
APPEAR OR FILE ANYTHING IN WRITING.**

BINDING EFFECT

The proposed Settlement Agreement, if given final approval by the Court, will bind all members of the Settlement Class. This will bar any person who is a member of the Settlement Class from prosecuting or maintaining any claim or action released under the terms of the Settlement Agreement.

FURTHER INFORMATION

The terms of the settlement are only summarized in this notice. For the precise and full terms and

conditions of the settlement, please see the Settlement Agreement available at [www.creeclaw.org/portland-curb-ramp-settlement](http://www.creeclaw.org/portland-curb-ramp-settlement) or by accessing the Court docket on this case through the Court's Public Access to Electronic Records (PACER) system at <https://www.pacer.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for District of Oregon, 1000 S.W. Third Avenue, Portland, OR 97204, between 8:30 a.m. and 4:30 p.m., Monday through Thursday, and 9:30 a.m. to 4:30 p.m. on Fridays, excluding Court holidays.

You can also obtain more detailed information about the settlement or a copy of the Settlement Agreement from Class Counsel at any of the following addresses:

Linda M. Dardarian  
Goldstein, Borgen, Dardarian & Ho  
300 Lakeside Drive, Suite 1000  
Oakland, CA 94612  
(510) 763-9800  
[www.gbdhlegal.com](http://www.gbdhlegal.com)

Timothy P. Fox  
Civil Rights Education and Enforcement Center  
104 Broadway, Suite 400  
Denver, CO 80203  
(303) 757-7901  
[www.creeclaw.org](http://www.creeclaw.org)

Zack Duffly  
Portland Civil Rights Law Office  
P.O. Box 82544  
Portland, OR 97282  
(503) 893-4360

Class Members may also contact Class Counsel at the following toll-free number, 1-888-461-9191, to obtain further information about the settlement or settlement documents.

Please do not direct questions to the District Court.

To obtain copies of this Notice or the Consent Decree in alternative accessible formats, please contact Class Counsel listed above.