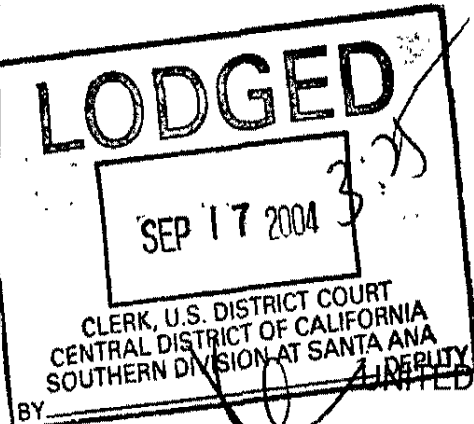


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UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

NADINE FLORES, et al.,

Plaintiffs,

v.

LOS ANGELES COUNTY
METROPOLITAN
TRANSPORTATION AUTHORITY, et
al.,

Defendants.

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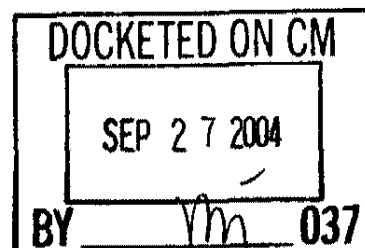
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CASE NO. SACV 03-820 JVS (ANx)

**STIPULATION FOR SETTLEMENT
AND [PROPOSED] ORDER
THEREON.**



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1 **1. FACTS:**

2 Congress enacted the Americans with Disabilities Act of 1990 ("ADA") in order
 3 to, among other things, provide a clear and comprehensive national mandate for the
 4 elimination of discrimination against individuals with disabilities, and to provide clear,
 5 strong, consistent, enforceable standards addressing discrimination against individuals
 6 with disabilities. The ADA and applicable regulations of the United States Department
 7 of Transportation ("DOT") require that all public entities that provide fixed route
 8 transportation (other than commuter bus or rail) either provide themselves, provide
 9 through others or certify that there is provided with respect to the routes served by their
 10 systems, "complementary" paratransit transportation service to those individuals with
 11 disabilities whose disabilities prevent them from riding the fixed route system even if the
 12 fixed route system has otherwise been made accessible to and useable by individuals with
 13 disabilities generally. This complementary ADA paratransit transportation service must
 14 be comparable, as defined by law, to that provided to individuals without disabilities by
 15 the fixed route system in the area.

16 Defendant Access Services Inc. ("ASI") currently provides ADA complementary
 17 paratransit transportation service for 44 public fixed route operators (which together with
 18 the City of Temple City are herein referred to as "Fixed Route Operators" as that term is
 19 hereinafter defined) and as such manages service providers and eligibility contractors in
 20 the process of providing the Complementary ADA Paratransit Service (as hereinafter
 21 defined) required by the ADA and DOT regulations. It does so pursuant to the Los
 22 Angeles County Coordinated Complementary Paratransit Plan first approved by the
 23 Federal Transit Administration ("FTA") and the Fixed Route Operators in 1991. ASI has
 24 a service area of over 1,950 square miles (one of the largest in the country) and handles
 25 between 7,000 and 8,000 trips per day. There are more than 55,000 riders with
 26 disabilities certified to use ASI's Complementary ADA Paratransit Service.

27 Equal access to public transportation for individuals with disabilities is the
 28 fundamental concept behind the transportation provisions of the ADA. The history of

1 the ADA clearly demonstrates that Complementary ADA Paratransit Service was not
 2 intended to be a comprehensive system of public transportation for individuals with
 3 disabilities. Instead, the ADA emphasizes nondiscriminatory access to fixed route
 4 service such as that operated by Defendant MTA and the other Fixed Route Operators as
 5 the primary method of compliance with its requirements. Complementary ADA
 6 Paratransit Service is intended to act as a "safety net" for the limited number of
 7 individuals with disabilities who, because of the nature of their disabilities, cannot use
 8 the fixed route system notwithstanding that system's accessibility features.

9 Complementary ADA Paratransit Service was not intended to be a social service
 10 transportation system as the absence of any means test for eligibility demonstrates.

11 The DOT ADA regulations establish minimum standards beyond which a Fixed
 12 Route Operator does not have to provide Complementary ADA Paratransit Service.
 13 Comparability to fixed route, and therefore the minimum standard required, was by DOT
 14 regulation determined to be at least next-day (prior day advance reservation required to
 15 be made during administrative office hours), shared ride, curb to curb service within
 16 corridors 3/4 of a mile wide surrounding the applicable fixed routes for which a fare no
 17 greater than twice the full fixed route fare for a trip of similar length at a similar time of
 18 day may be charged.

20 **2. CASE STATUS**

21 On November 16, 2000, Plaintiffs Nadine Flores, Stefanie Michihara, Maria
 22 Vasquez, Johnny Bolagh, Tamara Muhammad and Mary Ann Jones filed this action
 23 against Defendants Los Angeles County Metropolitan Transportation Authority
 24 ("MTA"), Access Services Inc. ("ASI") and Does 1-10, alleging violations of the
 25 Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1974,
 26 and 42 U.S.C. section 1983 with respect to the provision of paratransit services to
 27 eligible riders with disabilities. Further violations of state law were also alleged seeking
 28 relief under California Civil Code §51 et seq. (the Unruh Civil Rights Act), California

Civil Code §54 et seq., and California Government Code §11135. The Plaintiffs' claims under these statutes are herein collectively referred to as "Plaintiff's Claims." The Complaint seeks injunctive and declaratory relief, but not damages.

On January 26, 2001, Defendants separately answered the Complaint denying that they or either of them have violated or have threatened to violate any of the above referenced statutes and denying all other material allegations of the Complaint.

Pursuant to the motion of Plaintiffs, which was unopposed by Defendants, on July 3, 2001 the Court entered its order certifying a Plaintiff Class consisting of, as of July 3, 2001, "all qualified persons with disabilities who are currently eligible for paratransit services provided by Defendants, or who will become eligible in the future for such services," with Plaintiffs Nadine Flores, Stephanie Michihara and Johnny Bolagh serving as class representatives.

On May 21, 2003, this case was transferred to the calendar of Judge James V. Selna, and was renumbered SACV 03-820 JVS (ANx).

3. NATURE AND EFFECT OF SETTLEMENT

3.1. No Admission

In entering into this Stipulation for Settlement and Order, Defendants do not admit any wrongdoing or liability to Plaintiffs, or any entitlement by Plaintiffs to any relief under any claim upon which relief is sought in their Complaint or any other matter, nor do Defendants admit that Plaintiffs have met or can meet the legal standards for a preliminary or permanent injunction to issue. Furthermore, any references in this stipulation to policies to be enforced by the Defendants or either of them shall not be construed as implying any admission that Defendants, or either of them, have failed to abide by any of these policies in the past. To the contrary, Defendants assert that they are in full compliance with both state and federal law, as well as their own policies.

3.2. Settlement Purpose and Scope

In order to avoid the costs, expense, and uncertainty of protracted litigation, Plaintiffs and Defendants agree to enter into this stipulation for settlement and to entry of the order set forth herein ("Stipulation for Settlement and Order"); that, except as limited in section 5.10.3, it shall be binding upon the Defendants and upon the Plaintiffs and all members of the Plaintiff Class; and that it shall extinguish all claims based upon, or which could have been based upon or arise from, any of the matters alleged in the Complaint. This Stipulation for Settlement and Order shall be in full, complete, and final disposition and settlement of all claims for injunctive and declaratory relief (but not for damages) of the Plaintiff Class and of any and all of its members alleged or that could have been alleged in this litigation against any Defendant or any Fixed Route Operator or Provider or any of their respective parents, subsidiaries, owners, officers, directors, agents, employees, or contractors relating to the Plaintiffs' Claims and/or related to the statutes or regulations on which they are based or related to any other local, state or federal law, rule or regulation relating to the provision of paratransit service, which any member of Plaintiff Class had, has or will have based upon events occurring through the date of entry of the herein Order. Following entry of this Stipulation for Settlement and Order, the parties shall jointly request that the Court dismiss the Complaint in its entirety with prejudice.

4. PROCEDURE

4.1 Court Approval

This Stipulation for Settlement and Order shall be subject to Court approval, and shall not become binding upon the parties, or any of them, unless and until the Court shall have determined, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that the settlement is fair, adequate and reasonable and is not the product of collusion between the parties and, except as limited in section 5.10.3, is fully binding upon the Plaintiff Class and all members thereof; provided, however, that nothing in this Stipulation for Settlement and Order shall be deemed to authorize the Court to change or

1 vary any of its terms.

2 3 **4.2 Fairness Hearing**

4 The parties shall jointly request that the Court conduct a hearing to establish the
5 fairness of this final settlement of the claims of the Plaintiff Class against Defendants and
6 to decide whether there shall be final approval of the settlement embodied in this
7 Stipulation for Settlement and Order. At this hearing, the parties shall jointly move for
8 and recommend final approval of this settlement and entry of the within order. The
9 fairness hearing shall take place at a date allowing for such period of notice to the
10 Plaintiff Class as the Court may direct.

11 12 **4.3 Notice**

13 The parties agree that they will jointly recommend that the notice be provided as
14 follows: (i) Publication, once a week for four consecutive weeks, no larger than one
15 quarter page, in the legal notice section of the following two newspapers of general
16 circulation within the Defendants' area of Complementary ADA Paratransit Service:
17 The Los Angeles Times and The Los Angeles Daily Journal; (ii) Publication, in two
18 consecutive issues, no larger than one quarter page, in Spanish, in the following two
19 Spanish-language newspapers: La Opinion and La Prensa; (iii) mailed notice to all
20 currently Certified Riders; (iv) mailed notice to each person whose name and address is
21 specified in Plaintiff's Initial Disclosures dated April 6, 2001; and (v) mailed notice to all
22 Independent Living Centers within ASI's service area. ASI shall bear the reasonable cost
23 of providing such notice.

24 **4.4 Additional Steps**

25 The parties will take all procedural steps regarding the fairness hearing that may
26 be requested by the Court and shall otherwise use their respective best efforts to
27 consummate this settlement and to obtain entry of the within order and of final judgment
28 of dismissal with prejudice of the Complaint.

1 **5. ORDER**

2 Pursuant to the stipulation of the parties, and the Court having determined,
3 following notice to the Plaintiff Class (consisting of, as of July 3, 2001, "all qualified
4 persons with disabilities who are currently eligible for paratransit services provided by
5 Defendants, or who will become eligible in the future for such services"), and a fairness
6 hearing pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that: (i) the
7 settlement described herein is fair, adequate and reasonable; (ii) is not the product of
8 collusion between the parties; and (iii) is fully binding upon the Plaintiff Class and all
9 members thereof,

10 **IT IS HEREBY ORDERED:**

11 **5.1 Definitions**

12 The following terms have the stated meaning when used in this Stipulation for
13 Settlement and Order unless the context clearly supplies a different meaning:

14 5.1.1 "**ADA**" shall mean the Americans with Disabilities Act of 1990, Publ. L.
15 101336, 104 Stat. 327, 42 U.S.C. § 12101 et seq., and its implementing regulations. The
16 definitions used in the ADA are also incorporated herein by reference except as
17 otherwise provided.

18 5.1.2 "**Applicable ASI Service Hours**" shall mean those hours of the Solar Day
19 that fixed route service is provided within 3/4 of a mile of the requested origin and
20 destination of a trip.

21 5.1.3 "**Arrival Window**" shall mean a period of 20 minutes following the
22 negotiated reservation pickup time for a trip, or such other period of time as may be
23 adopted by ASI from time to time as part of its Consolidated Paratransit Plan, but in no
24 event greater than a period of 30 minutes following the negotiated reservation pickup
25 time for a trip.

26 5.1.4 "**ASI**" shall mean Access Services Inc., a California non-profit public
27 benefit corporation, and any successor, and all of their officers, directors, employees and
28 agents. Nothing contained in this Order shall be construed as requiring that the

1 Complementary ADA Paratransit Service in Los Angeles County be provided or
2 managed by Access Services, Inc. ASI is one of the Defendants in this matter.

3 5.1.5 **"Backup Response System"** shall mean a system intended to mitigate
4 failures of scheduled Complementary ADA Paratransit Service rides to arrive within the
5 Arrival Window, by means of the dispatch of a backup vehicle under certain
6 circumstances determined by ASI.

7 5.1.6 **"Call Abandonment Rate"** shall mean the percentage of total telephone
8 calls to ASI or its Providers' call takers during Reservation Hours, by Certified Riders
9 (or an authorized representative on their behalf), during the measuring month, seeking a
10 ride reservation in which the caller either disconnects or is disconnected, prior to talking
11 to a call taker but after the call was connected.

12 5.1.7 **"Certified Rider"** shall mean an individual with a disability who has been
13 and continues to be certified by ASI's certification process as eligible to ride ASI's
14 Complementary ADA Paratransit Service.

15 5.1.8 **"Complaint"** shall mean the complaint for relief filed by Plaintiffs Nadine
16 Flores, Stefanie Michihara, Maria Vasquez, Johnny Bolagh, Tamara Muhammad and
17 Mary Ann Jones on November 16, 2000 and originally bearing Docket No.: CV-00-
18 12188 CBM (BQRx).

19 5.1.9 **"Complementary ADA Paratransit Service"** shall mean the minimum
20 service required by 49 C.F.R. 37.131.

21 5.1.10 **"Community Advisory Committee" and "CAC"** shall mean the ASI
22 standing committee known by that name, and any successor.

23 5.1.11 **"Dispute"** shall mean and include each and every dispute that arises out of
24 this Order or to any interpretation thereof or to any asserted breach thereof; provided
25 however, that "Dispute" shall not mean or include any claim for damages of any type.

26 5.1.12 **"Effective Date"** shall mean the date on which the Court enters its order
27 approving this Stipulation for Settlement and Order.

28 5.1.13 **"Fixed Route Operator"** shall mean any of the 45 public entities which
own or operate or which have owned or operated fixed route transportation for whose

1 systems ASI provides or has provided Complementary ADA Paratransit Service, which
2 are:

3 City of Temple City, City of La Cañada Flintridge, City of West Covina Shuttle,
4 City of Westlake Village, City of Burbank, City of Whittier, City of Pasadena,
5 Culver City Municipal Bus Lines, City of Downey, City of Lawndale, City of
6 Lynwood, City of Inglewood, City of Monterey Park, City of Beverly Hills, City
7 of Azusa, City of Torrance, City of El Monte, City of Bell Gardens, City of
8 Cudahy, City of Sierra Madre, Los Angeles County Dept. of Public Works, City
9 of Santa Fe Springs, City of Paramount, City of West Hollywood, City of Duarte,
10 City of Norwalk, Santa Monica Municipal Bus Lines, City of Alhambra, City of
11 Glendale, City of Los Angeles, Santa Clarita Transit, Long Beach Transit, City of
12 Commerce Municipal Bus Lines, Montebello Bus Lines, City of Compton, City of
13 Cerritos, City of Rosemead, Foothill Transit, City of Bellflower, Antelope Valley
14 Transit Authority, City of Carson, City of Gardena, City of Calabasas, the
15 Municipal Area Express, and the Los Angeles County Metropolitan
16 Transportation Authority.

17 5.1.14 **"Global Positioning System" or "GPS"** shall mean a vehicle location
18 system effectuated by satellite, inertial guidance and/or pager triangulation technology.

19 5.1.15 **"Initial Hold Time"** shall mean the period of time that a Certified Rider
20 (or an authorized representative on his/her behalf) seeking a ride reservation by
21 telephone during the Reservation Hours is placed on hold prior to making initial contact
22 with a call taker. Time on-hold following this initial contact shall not be considered
23 Initial Hold Time.

24 5.1.15.1 **"Average Hourly Initial Hold Times"** shall mean the monthly
25 averages of all of the Initial Hold Times in each of the twenty-four hours of
26 the day. Due to technical limitations, Average Hourly Initial Hold Times
27 for some Providers may be calculated based upon a three day sample, rather
28 than the full month. The need to use a three day sample shall be
determined by ASI in its sole discretion.

1 5.1.15.2 **“Maximum Initial Hold Time”** shall mean the greatest Initial
2 Hold Time during the measuring month.

3 5.1.16 **“Late Trip”** shall mean a scheduled ride reservation for which the vehicle
4 arrives after the end of the Arrival Window. For the purpose of determining Late Trips,
5 it is irrelevant whether the Certified Rider is present when the vehicle arrives and
6 whether the Certified Rider accepts, or refuses to accept, the ride once the vehicle
7 arrives.

8 5.1.16.1 **“Late 1 Trip”** shall mean a Late Trip in which the vehicle arrives
9 between 1 and 15 minutes after the end of the Arrival Window.

10 5.1.16.2 **“Late 2 Trip”** shall mean a Late Trip in which the vehicle arrives
11 between 16 and 30 minutes after the end of the Arrival Window.

12 5.1.16.3 **“Late 3 Trip”** shall mean a Late Trip in which the vehicle arrives
13 between 31 and 45 minutes after the end of the Arrival Window.

14 5.1.16.4 **“Late 4 Trip”** shall mean a Late Trip in which the vehicle arrives
15 more than 45 minutes after the end of the Arrival Window.

16 5.1.17 **“Maximum Advance Reservation Limitation”** shall mean the furthest
17 into the future that a Complementary ADA Paratransit Service ride may be scheduled.
18 For example, a one Solar Day Maximum Advance Reservation Limitation means that a
19 ride request may be made any time during the Reservation Hours of one Solar Day for a
20 ride anytime during the Applicable ASI Service Hours the next Solar Day.

21 5.1.18 **“Missed Trip”** shall mean a scheduled ride reservation for which a
22 vehicle never arrives.

23 5.1.19 **“MTA”** shall mean the Los Angeles County Metropolitan Transportation
24 Authority and its officers, directors, employees, agents and affiliates. The MTA is one of
25 the Defendants in this matter.

26 5.1.20 **“Next-Day Ride”** shall mean a Complementary ADA Paratransit Service
27 ride on one Solar Day, for which a Certified Rider (or an authorized representative acting
28 on his/her behalf) made the reservation during the Reservation Hours of the previous
Solar Day.

1 5.1.20.1 Subject to section 5.1.20.2, a Next-Day Ride reservation that is
2 modified by (or on behalf of) the Certified Rider, after the end of the
3 Reservation Hours of the Solar Day prior to the day of the ride, shall no
4 longer be considered a Next-Day Ride.

5 5.1.20.2 Section 5.1.20.1 shall not apply if the modification: (a) is made at
6 least sixty (60) minutes before the scheduled time for the ride; and (b)
7 includes none of the following: (i) any change in pickup date or time; (ii)
8 any change in the number of passengers to be transported; (iii) any change
9 in the pickup or destination address greater than one block east or west and
10 one block north or south; or (iv) any change in whether a mobility device
11 or service animal is to be transported.

12 5.1.21 **"OMC"** shall mean ASI's Operations Monitoring Center or any successor.
13 However, nothing contained in this Order shall be construed to require ASI to continue
14 to operate any such Operations Monitoring Center or successor.

15 5.1.22 **"Plaintiff Class"** shall mean the class certified by the Court on July 3,
16 2001, consisting of, as of July 3, 2001, "all qualified persons with disabilities who are
17 currently eligible for paratransit services provided by Defendants, or who will become
18 eligible in the future for such services."

19 5.1.23 **"Plaintiffs"** shall mean Nadine Flores, Stefanie Michihara, Maria Vasquez,
20 Johnny Bolagh, Tamara Muhammad and Mary Ann Jones and the Plaintiff Class.

21 5.1.24 **"Plaintiffs' Attorneys"** shall mean the Western Law Center for Disability
22 Rights; the ACLU Foundation of Southern California; and Protection and Advocacy, Inc.

23 5.1.25 **"Provider"** shall mean an entity providing Complementary ADA
24 Paratransit Service under contract with ASI.

25 5.1.26 **"Quality Service Subcommittee" and "QSS"** shall mean the standing
26 sub-committee of the CAC known by that name, and any successor. The QSS shall be
27 made up of:

- 28 • At least one Access Paratransit rider from each existing service region
- Access Paratransit staff from Operations and Customer Service

- 1 • A representative from each transportation contractor
- 2 • A member of the Board of Directors of ASI
- 3 • At least one member from the CAC

4 The Access Paratransit staff person from Operations and Customer Service and
 5 the representative from each transportation contractor shall be appointed by ASI's
 6 Executive Director. The Member of the Board of Directors of ASI shall be appointed by
 7 ASI's Board of Directors. The riders from each existing service region and the CAC
 8 member shall be appointed by the CAC as a whole.

9 5.1.27 **"Reservation Hours"** shall mean those hours of the Solar Day which
 10 have been designated from time to time by ASI for the making of ride reservations by (or
 11 on behalf of) Certified Riders. ASI's Reservation Hours shall be no less than the
 12 reservation hours required by 49 C.F.R. § 37.131(b)(1).

13 5.1.28 **"Reservation Window"** shall mean a period of one hour before to one
 14 hour after the requested pickup time for a Next-Day Ride as set forth in 49 C.F.R.
 15 37.131(b)(2).

16 5.1.29 **"Rider Subsidy Service"** shall mean any Same-Day Ride service with a
 17 fare structure whereby for rides exceeding a specified number of miles or a specified taxi
 18 meter cost, ASI pays a fixed dollar amount subsidy toward the fare and the Certified
 19 Rider is responsible for the remainder of the fare in excess of that subsidy amount.

20 5.1.30 **"Riders' Guide"** shall mean the ASI "how to" manual distributed to
 21 Certified Riders and interested members of the community which describes the
 22 characteristics of ASI's service.

23 5.1.31 **"Same-Day Ride"** shall mean a ride on one Solar Day, for which a
 24 Certified Rider (or an authorized representative acting on his/her behalf) made the
 25 reservation during the Reservation Hours of the same Solar Day. "Same-Day Ride" shall
 26 also include those Next-Day Rides, modified after the end of the Reservation Hours of
 the Solar Day prior to the day of the ride, where section 5.1.20.1 applies.

27 5.1.32 **"Solar Day"** shall mean a twenty four hour period beginning at 12:01 a.m.
 28 and ending at 12:00 a.m. (midnight) in the Pacific Time Zone.

1 5.1.33 **“Standing Order Service”** shall mean that premium service by which a
 2 single ride reservation call by or on behalf of a Certified Rider schedules repeating rides
 3 between the same origin and destination for the same time on different dates.

4 5.1.34 **“Trip Denial”** shall mean the failure of ASI or its Providers to schedule,
 5 on behalf of a Certified Rider, a Next-Day Ride within the Reservation Window, in
 6 response to a request made within the Reservation Hours, that such Next-Day Ride be
 7 provided at a time within the Applicable ASI Service Hours. Accordingly, requests for
 8 rides to take place the same Solar Day as the request is made, which cannot be or are not
 9 accommodated, are not Trip Denials. Similarly, requests for rides to take place outside
 10 of the Applicable ASI Service Hours, which cannot be or are not accommodated, are not
 11 Trip Denials. The denial of more than one request on behalf of a Certified Rider for a
 12 ride where the Reservation Windows overlap shall count as only one Trip Denial;
 13 however, the denial of more than one request on behalf of a Certified Rider for a ride
 14 where the Reservation Windows do not overlap, shall count as more than one Denial.
 15 Example: the denial of Next-Day Rides requested on behalf of a Certified Rider for 1:00
 16 p.m., 2:00 p.m., 3:00 p.m. and 4:00 p.m., would count as two Trip Denials, because the
 17 Reservation Windows for the 1:00 p.m. and 3:00 p.m. requests do not overlap, but the
 18 Reservation Windows for the 2:00 p.m. and 4:00 p.m. requests overlap with the
 19 Reservation Windows for the 1:00 p.m. and 3:00 p.m. requests respectively, and,
 20 therefore, the denials of the 2:00 p.m. and 4:00 p.m. requests would not be counted as
 21 Trip Denials.

22 **5.2 Backup Response System**

23 5.2.1 System Maintenance. For the term of this Order, ASI shall continue to
 24 maintain a Backup Response System, which ASI may modify from time to time in its
 25 sole discretion pursuant to section 5.2.2. However, for the term of this Order, the
 26 Backup Response system shall include at least one telephone number that a Certified
 27 Rider may call to speak with a live person for the purpose of seeking to invoke the
 28 Backup Response System. Additionally, for the term of this Order, if ASI transfers the

1 operation of the Backup Response System from the OMC, then ASI will report data
 2 regarding the Backup Response System equivalent to that specified in section 5.4
 3 regarding the OMC. Further, for the term of this Order, ASI shall not transfer the
 4 operation of the Backup Response System to any of its Providers.

5 **5.2.2 System Changes.** ASI shall provide Plaintiffs' Attorneys and the QSS at
 6 least thirty (30) days advance written notice before materially changing its existing
 7 Backup Response System, including in such notice the details of the planned change and
 8 the reasons therefor. ASI shall consider all written comments by Plaintiffs' Attorneys
 9 and the QSS received within fifteen (15) days after ASI provides them the notice, but
 10 ASI shall make the final determination regarding the planned change.

11 **5.2.3 Publicity re: Back Up System.** ASI will publish its Backup Response
 12 System procedures in summary form in its revised Rider's Guide (described below in
 13 section 5.3.5).

14 **5.3. Rider and Provider Communications**

15 **5.3.1 Back Up Response.** In addition to the publication provided in section 5.2.3
 16 hereof, ASI will further publicize its Backup Response System procedures within one
 17 hundred twenty days (120) days of the Effective Date, by publishing a prominent article
 18 to commence on the front page of ASI's newsletter directed to all Certified Riders, and
 19 by including the information on ASI's web-site.

20 **5.3.2 Wallet Cards.** Within one-hundred fifty (150) days of the Effective Date,
 21 ASI shall provide to all of its Certified Riders that can be reached by regular U.S. Mail
 22 new wallet cards designed to denote the purpose for each of the phone numbers
 23 appearing on the cards. ASI shall provide a draft of the new wallet cards to Plaintiffs'
 24 Attorneys within thirty (30) days of the Effective Date. ASI shall receive and consider
 25 comments from Plaintiffs' Attorneys on such draft that are received within thirty days
 26 thereafter, prior to finalizing the content of the new wallet cards. The wallet cards shall
 27 be available in accessible format upon request.
 28

1 5.3.3 Directives to Providers.

2 5.3.3.1 Within one-hundred eighty (180) days of the Effective Date, ASI
3 shall send a written directive to its Providers and the QSS explaining its standard for
4 determining a Trip Denial, instructing Providers to advise Certified Riders not given a
5 ride reservation within the Reservation Window that they can file a complaint with ASI,
6 and instructing Providers to advise newly hired reservationists of ASI's standard for
7 determining a Trip Denial as part of their initial training. ASI shall require annual
8 certification from such Providers that these advisories have been provided in accordance
9 with the written directive. ASI shall provide Plaintiffs' Attorneys with copies of these
10 Provider certifications upon request. ASI shall provide a draft of the written directive to
11 Plaintiffs' Attorneys and the QSS within ninety (90) days of the Effective Date. ASI shall
12 receive and consider comments from Plaintiffs' Attorneys and the QSS on such draft that
13 are received within thirty days thereafter, prior to finalizing the content of the written
14 directive; however, ASI shall make the final determination regarding the content of the
15 written directive.

16 5.3.3.2 Within one-hundred eighty (180) days of the Effective Date, ASI
17 shall send a written directive to its Providers and the QSS explaining its policy for
18 reservation call answering, requiring Providers to remind their reservationists that they
19 should be ready to take a reservation request when they answer a call and that they
20 should not place a call back on hold after answering it before receiving the reservation
21 request, and instructing Providers to advise newly hired reservationists of ASI's policy
22 for reservation call answering as part of their initial training. ASI shall require annual
23 certification from its Providers that these instructions have been provided in accordance
24 with the written directive. ASI shall provide Plaintiffs' Attorneys with copies of these
25 Provider certifications upon request. ASI shall provide a draft of the written directive to
26 Plaintiffs' Attorneys and the QSS within ninety (90) days of the Effective Date. ASI shall
27 receive and consider comments from Plaintiffs' Attorneys and the QSS on such draft that
28 are received within thirty days thereafter, prior to finalizing the content of the written
directive; however, ASI shall make the final determination regarding the content of the

1 written directive.

2 5.3.4 Complaint Procedures. Within 120 days of the Effective Date, ASI shall
3 provide Plaintiffs' Attorneys and the QSS with: (1) draft instructions to Certified Riders
4 regarding when and under what circumstances they should call to complain to ASI's
5 customer service department; and (2) the procedures that ASI's customer service
6 department uses to accept and process customer complaints. ASI shall consider all
7 written comments and suggestions regarding such instructions and procedures that are
8 received by ASI from Plaintiffs' Attorneys and the QSS within 30 days after ASI
9 provides them the instructions and procedures, but ASI shall make the final
10 determination regarding any changes.

11 Within 240 days of the Effective Date, ASI shall publicize to its Certified Riders
12 when and under what circumstances they should call to complain to ASI's customer
13 service department, and the procedures by which ASI's customer service department will
14 accept and process such complaints, by posting such information and procedures on
15 ASI's website.

16 5.3.5 Riders Rights and Duties.

17 5.3.5.1 Riders' Guide.

18 5.3.5.1.1 Within 210 days of the Effective Date, ASI shall redraft its
19 Riders' Guide to include a summary of procedures for resolving a complaint concerning
20 a Late Trip or Missed Trip and how to file a service complaint with ASI and the Federal
21 Transit Administration. Additionally, the redrafted Riders' Guide shall contain a
22 statement to the following effect: "If you require assistance using ASI's complaint
23 process, besides asking ASI for help the following agencies may be able to assist you:
24 your local Independent Living Center; your local Area Board; and/or the Client's Rights
25 Advocate at your local Regional Center." Such redrafted Riders' Guide will be delivered
26 to Plaintiff's Attorneys and the QSS for comment and proposed revisions, which
27 proposed revisions shall be submitted to ASI in writing by Plaintiffs' Attorneys and the
28 QSS within thirty (30) days of receipt by them of the redrafted Riders' Guide. ASI shall

1 give reasonable consideration to the suggestions and comments so provided by Plaintiffs'
 2 Attorneys and the QSS and shall incorporate such of them as have reasonable merit as
 3 determined by ASI, which shall make the final decision.

4 5.3.5.1.1.1 ASI shall post the full text of the procedures that
 5 are summarized in the Riders' Guide on its website, and shall include in the Riders'
 6 Guide a statement that copies of such procedures are posted on ASI's website and may
 7 also be obtained from ASI upon request.

8 5.3.5.1.2 ASI shall cause the revised Riders' Guide to be published
 9 to all of its Certified Riders and Plaintiffs' Attorneys within ninety (90) days of the
 10 receipt of Plaintiff's Attorneys' suggestions and proposed revisions. In addition,
 11 Plaintiffs' Attorneys and ASI shall publicize the revised Riders' Guide at ASI's next
 12 following quarterly community regional meetings. The revised Riders' Guide shall be
 13 available in accessible format upon request.

14 5.3.5.1.3 Commencing with completion of the revision and printing
 15 of the revised Riders' Guide, ASI shall supply 50 Riders' Guides to each of the three
 16 offices of Plaintiffs' Attorneys, which Plaintiffs' Attorneys agree to distribute as part of
 17 their regular intake process to identified Certified Riders who contact their office with
 18 Complementary ADA Paratransit issues. Upon request, ASI shall supply an additional
 19 50 Riders' Guides per calendar year to each of the three offices of Plaintiffs' Attorneys.
 20 Plaintiffs' Attorneys may, at their own expense (not to be recovered from Defendants),
 21 make as many additional copies of the Riders' Guide as they desire.

22 5.3.5.1.4 Within thirty (30) days of the completion of the revision
 23 of the Riders' Guide, ASI shall post the Riders' Guide on its website. Plaintiffs'
 24 Attorneys may link to ASI's website from their own websites, subject to ASI's
 25 reasonable policies regarding website linking. In addition, the website www.asklila.com
 26 may link to ASI's website, subject to ASI's reasonable policies regarding website
 27 linking, if its owner so chooses; however, ASI shall have no obligation to request that the
 28 owner of www.asklila.com do so.

5.4 System Performance Reporting

5.4.1 ASI currently publishes data relating to its system performance.

Commencing with the first month that begins at least thirty two (32) days after the Effective Date, ASI shall, for the term of this order, publish in the manner and at the times it publishes its other performance data and provide to Plaintiffs' Attorneys and to the QSS (no later than sixty (60) days after the end of each month), the following monthly data:

5.4.1.1 The total number of calls to OMC and the number of those calls regarding Late Trips or Missed Trips, as well as the number of those calls in which a back-up vehicle was dispatched;

5.4.1.2 The number of calls to OMC regarding Late Trips or Missed Trips in which the caller called back a second time, and of these, the number in which a back-up vehicle was dispatched;

5.4.1.3 The number of calls to OMC regarding Late Trips or Missed Trips in which the caller called back a third time, and of these, the number in which a backup vehicle was dispatched;

5.4.1.4 The disposition of calls to OMC regarding Late Trips or Missed Trips showing the number of calls that result in dispatch of a back-up vehicle and the number which do not;

5.4.1.5 The number of rides provided by each Provider; the Trip Denial rates for each Provider (calculated pursuant to section 5.8.1.1); the numbers or percentages of Late 1 Trips, Late 2 Trips, Late 3 Trips, Late 4 Trips and Missed Trips reported by each Provider; the number of calls to OMC regarding Late Trips or Missed Trips, broken down by Provider; and the number of calls to OMC regarding Late Trips or Missed Trips in which a backup vehicle was dispatched, broken down by Provider;

5.4.1.6 Of the Late Trip or Missed Trip calls that resulted in the dispatch of a backup vehicle, the average and maximum length of time between: (1) the initial call and the dispatch of the backup vehicle, (2) the dispatch of the backup vehicle

1 and its arrival at the Certified Rider's location, and (3) the initial call and the arrival of
 2 the backup vehicle at the Certified Rider's location;

3 5.4.1.6.1 Although ASI need only report the average and maximum
 4 times specified in 5.4.1.6, Plaintiffs' Attorneys may designate
 5 one person to review the underlying data regarding Late Trip
 6 or Missed Trip calls that resulted in the dispatch of a backup
 7 vehicle, upon one week's advance notice to ASI, subject to
 8 ASI's reasonable rules (such as, without limitation, rules
 9 regarding the observer's conduct while at ASI's or its
 10 Provider's facilities, or regarding the confidentiality of the
 11 information). Any such review must be requested within 90
 12 days of the end of the month to be reviewed. Any such
 13 review shall be at the sole expense of Plaintiffs or Plaintiffs'
 14 Attorneys, and neither the MTA nor ASI shall be responsible
 15 for any attorneys' fees, costs or other expenses of such
 16 review.

17 5.4.1.7 Numbers of Late Trip or Missed Trip incidents in which an
 18 accessible back-up vehicle would be dispatched but is not available and a non-accessible
 19 vehicle is sent to wait with the Certified Rider until the arrival of the accessible vehicle,
 20 including the average and maximum interval of time between the arrival of the two
 21 vehicles;

22 5.4.1.8 Average Hourly Initial Hold Times, by Provider;

23 5.4.1.9 Maximum Initial Hold Time, by Provider;

24 5.4.1.10 Call Abandonment Rate, by Provider;

25 5.4.1.11 Incidence of busy signals for incoming calls on Provider
 26 reservation lines;

27 5.4.1.12 Numbers or percentages of calls during the measuring month,
 28 by Provider, arranged by Initial Hold Time in one minute increments from 0 through 20
 and collectively above 20;

1 5.4.1.13 The percentage of Late 4 Trips during the measuring month,
2 by Provider, by ranges of lateness as follows: 46-60 minutes; 61-80 minutes; 81-100
3 minutes; 101-120 minutes; 2-3 hours; 3 to 4 hours; more than 4 hours; and

4 5.4.1.14 The combined incidence of busy signals for OMC and ASI
5 customer service lines used for Complementary ADA Paratransit Service.

6 5.4.2 The data called for by subsections 5.4.1.8 through 5.4.1.12, above, need not
7 include data from any Provider receiving fewer than 5,000 Next-Day Ride reservation
8 calls per month.

9 5.4.3 The data called for by section 5.4.1 (including its subsections) need not
10 include data pertaining to the Rider Subsidy Service. ASI shall not have any obligation
11 under this Stipulation for Settlement and Order to collect and/or report data pertaining to
12 the Rider Subsidy Service.

13 5.4.4 In reporting the data called for by section 5.4.1 (including its subsections),
14 ASI may, but need not, separately report data pertaining to Next-Day Ride service from
15 data pertaining to Same-Day Ride service. Thus, ASI may, but need not, aggregate data
16 pertaining to Next-Day Ride service with data pertaining to Same-Day Ride service. ASI
17 may choose from time to time, in its sole discretion, whether to separately report or to
18 aggregate such data.

19 5.4.5 In reporting the data called for by section 5.4.1 (including its subsections),
20 ASI may, but need not, separately report data pertaining to Standing Order Service on the
21 one hand from data pertaining to Next-Day Ride service and/or Same-Day Ride service
22 on the other hand. Thus, ASI may, but need not, aggregate data pertaining to Standing
23 Order Service on the one hand with data pertaining to Next-Day Ride service and/or
24 Same-Day Ride service on the other hand. ASI may choose from time to time, in its sole
25 discretion, whether to separately report or to aggregate such data.

26 5.4.6 Nothing contained in this section (section 5.4, including its subsections)
27 shall be construed as an admission by ASI or the MTA, or a finding by the Court, that the
28 reporting of any or all such information is, other than by reason of its inclusion in this
Order, required by law, or that any such information is an appropriate or relevant

1 measure of performance.

2 5.4.7 The omission of any type of data from this section (section 5.4, including its
3 subsections) does not prohibit ASI from voluntarily reporting such data, nor does such
4 omission constitute an indication that ASI has determined that it will not voluntarily
5 report such data.

6 7 **5.5. Service Enhancements**

8 5.5.1 Maximum Advance Reservation Limitation. ASI's current Maximum
9 Advance Reservation Limitation for its Complementary ADA Paratransit Service is one
10 Solar Day. For the term of this Order, ASI shall: (1) maintain a Maximum Advance
11 Reservation Limitation which is not less than one Solar Day; and (2) consult with the
12 CAC before changing the Maximum Advance Reservation Limitation.

13 5.5.1.1 Nothing contained in this Order shall be deemed to prevent ASI
14 from eliminating, modifying or discontinuing its premium Same-Day Ride service.

15 5.5.1.1.1 If ASI does eliminate, modify or discontinue its premium
16 Same-Day Ride service, nothing in this Order shall be deemed to
17 prevent Plaintiffs from challenging such elimination, modification
18 or discontinuation on the ground that ASI failed, after the Effective
19 Date, to comply with any procedural requirement that ASI is legally
20 obligated to comply with prior to eliminating, modifying or
21 discontinuing its premium Same-Day Ride service.

22 5.5.1.2 Nothing contained in this Order shall be deemed to prevent ASI
23 from changing its service hours or Reservation Hours with respect to Next-Day Ride
24 service so long as they meet the minimum required by applicable DOT regulations.

25 **5.5.2 Pickup Location Signage**

26 5.5.2.1. ASI currently provides signage at twenty-seven (27) locations
27 where its Certified Riders frequent. These signs indicate the location as a designated ASI
28 Complementary ADA Paratransit Service pickup site. Pursuant to the timetable set forth
below, ASI shall create the mechanism described herein for erecting signage identifying

1 additional designated pickup sites for Certified Riders that are frequently visited by many
 2 Certified Riders and/or which have varying pickup points. A list of such additional sites
 3 not exceeding one-hundred twenty-five (125) shall be identified by Plaintiffs' Attorneys
 4 and communicated to ASI in writing within ninety (90) days of the Effective Date.
 5 Within seventy-five (75) days of receipt of such site identification, counsel for the
 6 respective parties will meet and confer upon the feasibility of each such site so identified.
 7 ASI shall endeavor to obtain the necessary permits, consents and permissions to erect the
 8 signage at as many of the newly identified locations for which it is feasible, and to do so
 9 within two-hundred ten (210) days from the date of the meet and confer. Plaintiff's
 10 Attorneys will cooperate with and aid ASI in this effort. ASI shall make the final
 11 determination as to whether or not it is feasible to erect signage at each of the locations
 12 identified by Plaintiffs' Attorneys. ASI shall erect, within three-hundred thirty (330)
 13 days from the date of the meet and confer, the signage at the locations ASI has
 14 determined to be feasible and for which ASI has obtained the necessary permits, consents
 15 and permissions. The newly designated pick-up locations will be posted on ASI's web-
 16 site once all of the new signs are erected. ASI shall report to Plaintiffs' Attorneys in
 17 writing within one year from the date of the meet and confer with respect to the status of
 18 the implementation of this paragraph.

19 5.5.2.2. Nothing shall preclude ASI from modifying a pickup location or
 20 removing any such signs as ASI shall determine, provided that it will do so only after
 21 thirty (30) days notice to Plaintiffs' Attorneys and; at their request, if any, made during
 22 such 30 day period, meeting and conferring with Plaintiffs' Attorneys within fifteen (15)
 23 days of receipt of such request; provided, however, that ASI may modify any pickup
 24 location, and/or remove any sign, without complying with the foregoing if: (i) the owner
 25 of the location requires ASI to do so; (ii) ASI is otherwise legally obligated to do so; or
 26 (iii) ASI determines that a significant safety risk requires it to do so. In any such event,
 27 ASI shall give notice to Plaintiffs' Attorneys as soon as practicable.
 28

1 **5.6 Force Majeure**

2 5.6.1 Wherever in this Stipulation for Settlement and Order Defendants, or either
 3 of them, are required to perform in a certain manner, to a certain level or at a certain time,
 4 failure of such performance shall be excused to the extent of, and for the period caused
 5 by, events or circumstances beyond the reasonable control of Defendants which
 6 materially interfere with such performance. Such exculpatory events shall include, but
 7 shall not be limited to: (i) weather or vehicular traffic not anticipated at the time a
 8 Complementary ADA Paratransit Service trip was scheduled; (ii) strikes by employees of
 9 any Defendant, Fixed Route Operator or Provider; (iii) a terrorist attack, act of war,
 10 insurrection or other civil unrest, within, adjacent to, or affecting Los Angeles County;
 11 (iv) a fire, explosion, flood, earthquake, real or simulated release of nuclear, biological or
 12 chemical agents, or other such calamity affecting any facility of ASI or a Provider; (v) an
 13 earthquake or other Act of God significantly affecting transportation within Los Angeles
 14 County, or any other event causing substantial disruption to transportation within Los
 15 Angeles County; (vi) computer systems and/or communications failures not caused by
 16 the fault or neglect of Defendants or Providers; (vii) fuel contamination affecting a
 17 substantial number of vehicles operated by ASI or any of its Providers; (viii) significant
 18 increases in demand which were, based on reasonable diligence and appropriate demand
 19 models, unforeseen and unpredicted.

20 **5.7 Implementation of Technology**

21 5.7.1 Most of ASI's owned vehicles currently have GPS installed. ASI will
 22 complete the installation of GPS on the balance of ASI's owned vehicle fleet used to
 23 provide Complementary ADA Paratransit Service within eighteen (18) months of the
 24 Effective Date. Additionally, within eighteen (18) months of the Effective Date, ASI
 25 will ensure that all non-ASI owned vehicles used to provide Next-Day Rides by a
 26 Provider that provides at least five thousand (5,000) Next-Day Rides per month shall
 27 have GPS.

5.8 Verification of System Performance

5.8.1 Reservation Call Recording, Storage, Retrieval and Monitoring

5.8.1.1 ASI has installed a system for digitally recording all reservation calls seeking a Next-Day Ride reservation and ASI causes these recorded calls to be sampled on a regular basis in order to provide a reliable measure of the Trip Denial rate. ASI shall continue to record such calls during the term of this Order. Beginning no later than sixty (60) days after the Effective Date, and for the term of this Order, ASI shall sample the recorded reservation calls and calculate Trip Denial rates pursuant to the following protocol:

5.8.1.1.1 ASI shall draw a stratified random sample of 120 Next-Day Ride reservation requests from each Provider's monthly record (audio file) of reservation calls pursuant to the following procedure. The sample shall be drawn from the entire universe of recorded calls to each Provider from the Dictaphone electronic reservation call recording and data transfer system, which sends an audio record of all reservation calls to ASI's computer system on a monthly basis. Pursuant to the procedure set forth in sections 5.8.1.1.1.1-5.8.1.1.1.4, the sample shall be stratified on days, and time blocks within days, to ensure calls are near equally likely to be sampled. Each selected call shall be reviewed by ASI to determine whether or not one or more Trip Denials occurred. ASI shall compute a monthly Trip Denial rate for each Provider utilizing the results of the sampling, as follows: each Provider's Trip Denial rate is the number of sampled Next-Day Ride reservation requests of that Provider in which a Trip Denial was identified divided by the 120 selected reservation requests reviewed. For example, if one Trip Denial is identified out of the 120 reservation requests reviewed, the Trip Denial rate for that Provider is 1/120, or 0.83%.

5.8.1.1.1.1 Of the 120 Next-Day Ride reservation requests to be sampled from each Provider each month, at least 90 and no more than 100 shall be for weekday rides (requests made from Sunday through Thursday for rides Monday through Friday) and, thus, at least 20 and no more than 30 shall be for weekend rides (requests made Friday and Saturday for rides Saturday and Sunday). Requests

1 made for rides to occur on a Federal legal holiday shall be considered requests for
2 weekend rides.

3 5.8.1.1.1.2 Of the 120 Next-Day Ride reservation requests to be sampled from
4 each Provider each month, 60 shall be during each Provider's "A.M." hours (as
5 defined below in section 5.8.1.1.1.2.2), and 60 shall be during each Provider's
6 "P.M." hours (as defined below in section 5.8.1.1.1.2.2).

7 5.8.1.1.1.2.1 Prior to performing the steps specified in section 5.8.1.1.1.3
8 each month, ASI shall calculate, separately for each Provider, the average
9 daily call volume Midpoint, which shall be the hour (e.g., 12:00-12:59 is
10 the "12:00 hour," 1:00-1:59 is the "1:00 hour," etc.) during which the
11 median reservation call to that Provider comes in, calculated over the
12 month to be monitored.

13 5.8.1.1.1.2.2 The "A.M." hours for each Provider shall run from the
14 beginning of ASI's Reservation Hours (currently 6:00 a.m.) to that
15 Provider's Midpoint (calculated pursuant to section 5.8.1.1.1.2.1) minus
16 one minute. For example, if a Provider's Midpoint is the 1:00 hour, then
17 its A.M. hours currently would be 6:00 a.m. through 12:59 p.m. Similarly,
18 the "P.M." hours for each Provider shall run from that Provider's Midpoint
19 (calculated pursuant to section 5.8.1.1.1.2.1) to the end of ASI's
20 Reservation Hours (currently 10:00 p.m.) — 1:00 p.m. through 10:00 p.m.
21 in the example above.

22 5.8.1.1.1.3 The specific calls to be observed for each Provider shall be selected
23 each month as follows:

24 5.8.1.1.1.3.1 Using a computer random number generator set to the correct
25 number of days in the month to be sampled, the monitor shall begin to
26 randomly select date/hour/minute combinations (for example, the 4th at
27 6:32 p.m.), classifying each such combination into the appropriate one of
28 the following four categories: (1) weekday A.M.; (2) weekday P.M.; (3)
weekend A.M.; or (4) weekend P.M. The number of date/hour/minute

combinations to be selected for each category is as follows:

	A.M.	P.M.
Weekday	at least 9; no more than 10; additionally, 4 alternates	at least 9; no more than 10; additionally, 4 alternates
Weekend	at least 2; no more than 3; additionally, 2 alternates	at least 2; no more than 3; additionally, 2 alternates
Total	12; additionally, 6 alternates	12; additionally, 6 alternates

Once 12 A.M. or 12 P.M. combinations have been selected, any further combinations of that time period shall only be used as alternates. Once 12 A.M. and 6 alternates or 12 P.M. and 6 alternates have been selected, the monitor will ignore any further combinations of that time period. Once a category is full (for example, 3 weekend A.M. date/hour/minute combinations and 2 alternates have been randomly selected), the monitor shall ignore any further date/hour/minute combinations of that category.

5.8.1.1.3.2 Once the monitor has compiled for each Provider a separate list of 24 random date/hour/minute combinations, and 12 alternates, satisfying the above criteria, the monitor shall use those lists for their respective Providers that month. New lists shall be generated for each Provider each month.

5.8.1.1.4 For each Provider and for each of the 24 date/hour/minute combinations on that Provider's respective list, the monitor shall listen to calls on the specified date beginning at the specified time. The monitor shall randomly

1 select a channel to listen to for each date/hour/minute combination. The first five
 2 reservation requests beginning with the first call at or after the specified time on
 3 the selected channel, by or on behalf of a Certified Rider, seeking a Next-Day
 4 Ride reservation during the Applicable ASI Service Hours, shall be observed to
 5 determine whether or not one or more Trip Denials occurred. If more than one
 6 reservation request was made in a given call, each reservation request shall be
 7 considered separately; however, if a Trip Denial occurred, no further reservation
 8 requests where the Reservation Window overlaps the Reservation Window of the
 9 Trip Denial (as explained in section 5.1.34) shall be considered. If five valid
 10 observations cannot be made for a particular date/hour/minute combination (for
 11 example, because there were no, or less than five, Next-Day Ride reservation
 12 requests beginning with the first call at or after the specified time, such as may
 13 happen when the randomly generated time is close to the 10:00 p.m. closing time),
 14 then an alternate date/hour/minute combination (in the same category of weekday
 15 A.M., weekday P.M., weekend A.M., or weekend P.M.) shall be used, and the
 16 remainder of the five reservation requests shall be observed using that or
 17 additional alternate date/hour/minute combinations in the same category, as may
 18 be required. If more alternates turn out to be needed than are available for a
 19 particular category (for example, both weekend A.M. alternates are used, but
 20 another is needed), then additional alternate date/hour/minute combinations in that
 21 category shall be randomly generated as needed.

22 5.8.1.1.2 Should ASI intend to modify the protocol set forth in
 23 section 5.8.1.1.1 during the term of this Order, ASI shall first provide a proposed
 24 modified protocol (the "Proposal"), with an explanation of the changes, to Plaintiffs'
 25 Attorneys at least sixty (60) days before the intended change. Within thirty (30) days
 26 after receiving the Proposal, Plaintiffs' Attorneys shall consent to its adoption unless
 27 Plaintiffs' Attorneys demonstrate by reasonable analysis that the Proposal would result in
 28 an unreliable measure of the Trip Denial rate. If Plaintiffs' Attorneys withhold consent
 pursuant to the immediately preceding sentence, they shall, within the above thirty (30)

1 day time frame, initiate the dispute resolution process of section 5.10.2. Failure to do so
 2 shall constitute a consent to the adoption of the Proposal. If the dispute resolution
 3 process is initiated, the Proposal shall not go into effect until the dispute is resolved,
 4 unless the Proposal was made in response to FTA audit findings or to address an FTA
 5 ruling, in which case the Proposal may go into effect, in ASI's sole discretion, before the
 6 dispute is resolved.

7 5.8.1.2 Plaintiffs' Attorneys may designate one person to observe the
 8 reservation call sampling process, upon one week's advance notice to ASI, subject to
 9 ASI's reasonable rules (such as, without limitation, rules regarding the observer's
 10 conduct while at ASI's or its Provider's facilities, or regarding the confidentiality of the
 11 recorded call information). Any such observation shall be at the sole expense of
 12 Plaintiffs or Plaintiffs' Attorneys, and neither the MTA nor ASI shall be responsible for
 13 any attorneys' fees, costs or other expenses of such observation. Notwithstanding the
 14 immediately preceding sentence, if there is a Dispute involving the operation of the
 15 reservation call sampling process, in which the arbitrator awards costs and attorney's fees
 16 pursuant to section 5.10.2(e) because the arbitrator rules that one side's position is
 17 frivolous, such costs and fees may include, in the arbitrator's discretion, those
 18 reasonable costs of observing the reservation call sampling process, already incurred by
 19 the party recovering such costs and fees, where such observation was necessary to the
 20 resolution of the Dispute.

21 5.8.1.3. ASI shall maintain the recorded reservation calls for at least one
 22 year from the date of the call.

23 5.8.1.4. Subject to all of the limitations described in this section (5.8.1.4)
 24 including its subsections, ASI will, upon request made to Steve Montes at ASI's main
 25 telephone number [(213) 270-6000], or such successor as ASI may designate from time
 26 to time, make available to any Certified Rider an audio copy of the reservation call by
 27 which a Next-Day Ride reservation was made (or attempted to be made) for (or on behalf
 28 of) that Certified Rider. ASI will include information regarding the process for
 requesting audio copies of reservation calls in the Riders' Guide and on ASI's web site.

1 For the purpose of this section (5.8.1.4) including its subsections, a request for an audio
 2 copy of a call canceling (or attempting to cancel) a Next-Day Ride reservation shall be
 3 treated the same as a request for an audio copy of a call making such a reservation. The
 4 limitation contained in subsection 5.8.1.4.2 shall apply to the annual total number of calls
 5 for which copies are requested, regardless of whether such calls are for reservations,
 6 cancellations, or a mixture of the two.

7 5.8.1.4.1 Such requests must be made within one year of the
 8 reservation call in question, and must include the date and
 9 approximate time that the call was made and the Provider or
 10 the pickup and drop-off locations for the trip. Additionally,
 11 such requests shall, if possible, include the identity of the
 12 reservationist who took the call.

13 5.8.1.4.2 ASI shall fulfill without charge four such requests per
 14 calendar year by (or on behalf of) any Certified Rider;
 15 however, each such request is limited to seeking a copy of no
 16 more than four reservation calls.

17 5.8.1.4.3 ASI shall fulfill, at the Certified Rider's expense, requests in
 18 excess of those permitted by section 5.8.1.4.2. The expense
 19 to the Certified Rider shall be the sum of the following costs:
 20 (a) ASI's actual cost of the blank media upon which the copy
 21 of the call(s) is to be recorded and provided to the Certified
 22 Rider; (b) the reasonable clerical costs incurred in locating
 23 and copying the call(s) requested and providing the copy to
 24 the Certified Rider, to be billed at the maximum rate of six
 25 dollars (\$6.00) per quarter hour or fraction thereof; and (c)
 26 the cost of postage to mail the copy to the Certified Rider.
 27 Upon request, ASI shall provide an estimate of the cost
 28 before the Certified Rider incurs an obligation therefor.

1 5.8.2. GPS Investigation of Complaints

2 5.8.2.1 Beginning no later than one hundred and eighty (180) days after
3 the Effective Date, ASI shall use GPS data, where such data exists, to investigate
4 complaints regarding alleged Next-Day Ride Late 3 Trips or Next-Day Ride Late 4 Trips
5 that are made to ASI within fourteen (14) days of the trip in question, pursuant to the
6 procedure set forth in section 5.8.2.1.1. Notwithstanding the fourteen day limitation
7 contained in the previous sentence, ASI shall treat complaints made more than fourteen
8 days after the trip in question as if they had been made within fourteen days if: (a) the
9 complainant shows good cause why the complaint was not made within fourteen days,
10 with ASI making the final determination in its sole discretion of whether such a showing
11 has been made; and (b) the necessary data is still available for ASI's review at the time it
12 commences its investigation following receipt of the complaint. ASI shall not be under
13 any obligation to maintain GPS data longer than fourteen days.

14 5.8.2.1.1 In investigating such complaints, ASI shall use the data
15 generated for the trips mentioned in section 5.8.2.1 by the GPS receivers on the vehicles
16 as a means of verifying the actual location of the vehicle at the time the driver pushed the
17 ARRIVE button for the trip origin on the MDT. ASI shall compare the GPS generated
18 location coordinates at the time the ARRIVE button was pushed, with the coordinates of
19 the trip origin (street address/pickup location) that were automatically computed when
20 the trip was booked and report the results of that comparison to the complaining party.
21 The difference in location coordinates, if any, shall provide ASI with an independent
22 verification of on-time performance of the applicable trip.

23 5.8.2.1.2 Should ASI intend to modify the procedure set forth in
24 section 5.8.2.1.1 during the term of this Order, ASI shall first provide a proposed
25 modified procedure (the "Proposal"), with an explanation of the changes, to Plaintiffs'
26 Attorneys at least sixty (60) days before the intended change. Within thirty (30) days
27 after receiving the Proposal, Plaintiffs' Attorneys shall consent to its adoption unless
28 Plaintiffs' Attorneys demonstrate by reasonable analysis that the Proposal would be
significantly less effective than the procedure set forth in section 5.8.2.1.1, and that no

1 reasonable justification exists for the proposed modification of that procedure. If
 2 Plaintiffs' Attorneys withhold consent pursuant to the immediately preceding sentence,
 3 they shall, within the above thirty (30) day time frame, initiate the dispute resolution
 4 process of section 5.10.2. Failure to do so shall constitute a consent to the adoption of
 5 the Proposal. If the dispute resolution process is initiated, the Proposal shall not go into
 6 effect until the dispute is resolved, unless the Proposal was made in response to FTA
 7 audit findings or to address an FTA ruling, in which case the Proposal may go into effect,
 8 in ASI's sole discretion, before the dispute is resolved.

9 5.8.3 Annual Performance Audit. For the fiscal years ending on June 30, 2004,
 10 June 30, 2005, and June 30, 2006, ASI shall contract with an auditor for a written
 11 performance audit of ASI's Complementary ADA Paratransit Service for that fiscal year.
 12 In addition, mid-year updates of the audits shall be performed for the six-month periods
 13 ending December 31, 2004 and December 31, 2005. The audits performed pursuant to
 14 this section shall be in addition to any FTA Triennial audit performed.

15 5.8.3.1 The Auditor. The auditor shall be a qualified independent
 16 contractor of ASI's choice. Plaintiffs' Attorneys shall be given the opportunity to
 17 comment and provide input on ASI's proposed choice of auditor each year, but ASI's
 18 choice shall be final. ASI may, but need not, use the same auditor from one year to the
 19 next.

20 5.8.3.2 Scope of Audit. The auditor shall be instructed to:

21 5.8.3.2.1 Review ASI's data collection and analysis processes to
 22 monitor compliance with the methodologies set forth
 23 in sections 5.8.1.1 and 5.8.2.1 above;

24 5.8.3.2.2 Review the methods used by ASI to convert raw data
 25 into final reported data in order to check the reliability
 26 of the data reported by ASI pursuant to section 5.4.1;

27 5.8.3.2.3 Review the written training materials provided to the
 28 personnel responsible for determination of Trip
 Denials pursuant to section 5.8.1.1.1, take a

1 statistically significant sample of recorded reservation
 2 calls seeking a Next-Day Ride during a time period
 3 selected by the auditor, compute the Trip Denial rate,
 4 and compare that rate to the applicable ASI-reported
 5 Trip Denial rate;

6 5.8.3.2.4 Review ASI's calculation and application of Provider
 7 penalties and incentives;

8 5.8.3.2.5 Review ASI's complaint processing system, including
 9 compliance with the procedure adopted pursuant to
 10 section 5.3.4; and

11 5.8.3.2.6 Review ASI complaint logs for randomly selected
 12 complaints, the number of which shall be selected by
 13 the auditor, and: (a) review the steps taken in resolving
 14 the complaints; and (b) interview the complainants to
 15 verify the information in the log.

16 5.8.3.2.7 The two mid-fiscal year updates shall not be as
 17 comprehensive as the three annual audits; rather, the
 18 updates shall look for and focus upon any changes
 19 occurring between the previous annual audit and the
 20 time of the update.

21 5.8.3.3 Written Report.

22 5.8.3.3.1 The auditor shall prepare a written report of his or her
 23 findings.

24 5.8.3.3.2 Plaintiffs' Attorneys shall designate one rider member
 25 of the QSS (the "Designated QSS Member") to review
 26 a draft of the written report before it is finalized by the
 27 auditor, should the auditor provide such a draft report
 28 to ASI and/or the MTA. The Designated QSS
 Member shall provide any comments regarding the

1 draft report to the auditor and to Defendants, within
 2 such time period as the auditor may direct (but no later
 3 than 30 days following receipt of the draft report).

4 5.8.3.3.2.1 The Designated QSS Member shall not make or
 5 allow to be made any additional copies of the
 6 draft report, and shall at all times keep the draft
 7 report confidential. Notwithstanding the
 8 previous sentence, the Designated QSS
 9 Member may consult with Plaintiffs' Attorneys
 10 in order to obtain advice regarding the draft
 11 report.

12 5.8.3.3.3 The final written report of each such audit shall be
 13 provided to Plaintiffs' Attorneys, the QSS and the CAC within thirty (30) days after
 14 ASI's receipt thereof.

15 5.8.3.4 Within sixty (60) days of the QSS's receipt of the final written
 16 audit report, the QSS may, pursuant to section 5.9.1.2, make comments and suggestions
 17 to ASI regarding the audit report. ASI shall consider any such comments and
 18 suggestions; however, ASI shall make the final determination in its sole discretion as to
 19 which, if any, recommendations in the audit report, or comments and suggestions of the
 20 QSS, will be adopted in whole or in part.

21 **5.9 Role of the Quality Service Subcommittee of the Community Advisory** 22 **Committee**

23 **5.9.1 The Quality Service Subcommittee ("QSS") of the CAC.**

24 5.9.1.1 The QSS shall receive and review the various documents and data
 25 as specified in this Stipulation for Settlement and Order.

26 5.9.1.2 The QSS may decide, by majority vote of those QSS members who
 27 are either CAC members or rider members or both, to make comments and suggestions to
 28 ASI regarding any of the matters that the QSS has been charged in this Stipulation for

1 Settlement and Order with reviewing. Nothing in this Stipulation for Settlement and
2 Order shall preclude a QSS member from providing comments and suggestions to ASI as
3 an individual, in a forum and under circumstances that individuals who are not QSS
4 members are permitted to provide such comments and suggestions.

5 5.9.1.3 ASI shall consider all such comments and suggestions of the QSS;
6 however, ASI shall make the final determination in its sole discretion as to what, if any,
7 actions to take in response, including which, if any, suggestions to adopt in whole or in
8 part.

9 5.9.2 Within one hundred fifty (150) days of the Effective Date, ASI shall cause
10 to be created a sub-committee of its QSS, consisting of three rider-members of the QSS.
11 Members of this subcommittee shall be selected by the CAC as a whole. The participants
12 on such subcommittee shall receive a stipend of fifty dollars (\$50) for each day that they
13 necessarily and reasonably devote to the herein described complaint resolution process
14 not to exceed \$300 for each calendar quarter. Such subcommittee shall meet on at least a
15 quarterly basis to review such Certified Rider complaints concerning Complementary
16 ADA Paratransit Service that remain unresolved after going through the normal ASI
17 complaint resolution process, including, without limitation, any applicable appeal
18 process. ASI will require its staff to cooperate with the reasonable requests of such
19 subcommittee for information concerning such unresolved complaints and to meet with
20 the subcommittee not more than once per quarter in a further attempt to resolve such
21 complaints that the subcommittee deems meritorious or potentially meritorious. Any
22 complaints that the subcommittee, after investigation, believes are meritorious and
23 cannot be resolved with ASI staff, will be presented by a member of the subcommittee to
24 the board of directors of ASI in a written report and considered by the ASI board within
25 three (3) months of the date so submitted for appropriate action giving due consideration
26 to the subcommittee's recommendation. The decision of the ASI board shall be final,
27 with no right of appeal.
28

1 **5.10 Other Matters**

2 5.10.1 Community Meetings. In coordination with ASI, Plaintiffs shall
 3 conduct two community meetings in each Provider region to share the contents of this
 4 Stipulation for Settlement and Order. The two meetings in each Provider region shall be
 5 held at different locations and shall begin at different times of day. ASI shall provide
 6 funds for reasonable expenses for these meetings not to exceed \$250 per meeting. The
 7 parties shall endeavor to coordinate such meetings with the regular quarterly community
 8 meetings held by ASI.

9 5.10.2 Dispute Resolution. Any Dispute that arises between any of the
 10 Defendants and any named Plaintiff or Plaintiff Class member shall be resolved as set
 11 forth in this section (5.10.2). Should any person assert any Dispute, that person is
 12 required to notify counsel for Defendant ASI, James G. Jones, Esq. of Jones & Lester,
 13 LLP, or his successor, at 445 South Figueroa, Suite 2700, Los Angeles, California 90071
 14 (Fax (213)627-0169) and counsel for Defendant MTA, Alan K. Terakawa, Esq.,
 15 Principal Deputy County Counsel, or his successor, at the Los Angeles County
 16 Metropolitan Transportation Authority, One Gateway Plaza, 24th floor, Los Angeles,
 17 California, 90012 (Fax (213) 922-2531). Notification shall be in writing and shall be
 18 accomplished by facsimile, hand delivery, or U.S. Mail. The parties to the Dispute shall
 19 then endeavor in good faith to resolve the reported Dispute informally. If, thirty (30)
 20 calendar days after notification, the parties have not reached a mutually satisfactory
 21 resolution of the Dispute, then any party may initiate the following dispute resolution
 22 process:

23 (a) Any Dispute that cannot be settled through the above informal direct
 24 discussions shall be resolved by a mandatory two-step dispute resolution process that
 25 shall begin with non-binding mediation, followed, if necessary, by binding arbitration.

26 (b) Any party may demand resolution of any Dispute by serving a
 27 written notice of such demand. Following such notice, the parties shall seek to agree,
 28 within thirty (30) days, upon a retired judge to act as mediator and, if mediation is
 unsuccessful, a retired judge to act as arbitrator concerning such Dispute. The parties

1 may agree upon one person to serve both as mediator and arbitrator or, if agreement to
2 such dual role cannot be reached, to a different person to serve as mediator and as
3 arbitrator concerning such Dispute. If the parties fail to agree upon a mediator or an
4 arbitrator within thirty (30) days, the mediator or arbitrator shall be selected as provided
5 in subparagraph (c) herein.

6 (c) If the parties cannot agree upon a mediator or an arbitrator
7 concerning such Dispute, JAMS/Endispute (hereinafter "JAMS") shall in each case
8 compose and provide to the parties a list of at least seven candidates, all of whom shall
9 be retired judges and all of whom shall be members of the State Bar of California. If the
10 parties cannot agree on a mediator or an arbitrator from this list within 10 days of receipt,
11 ASI and the MTA collectively may strike up to three candidates from the list and the
12 plaintiffs collectively may strike up to three candidates, all such striking to be done and
13 communicated *ex parte* to JAMS, within 15 days of receipt of the list. JAMS shall then
14 select the mediator or arbitrator from the candidates remaining on the list.

15 (d) The arbitrator shall not have any jurisdiction or authority to amend,
16 modify or abrogate any term of this Order. Each mediation and arbitration shall be
17 conducted within Los Angeles County. The result of any arbitration shall be set forth in
18 a written determination of whether or not there has been compliance with this Order, and
19 if not, ordering such compliance, that shall be binding upon the parties, unless any of the
20 grounds to vacate such determination contained in the Federal Arbitration Act, 9 U.S.C.
21 § 10 are established, or unless such determination contradicts or abrogates a term or
22 provision of this Order.

23 (e) All costs for a mediator shall be borne by ASI and the MTA. If the
24 Dispute is not settled through mediation and an arbitration ensues, ASI and the MTA
25 shall pay for the arbitrator; provided, however, that if the arbitrator rules that either side's
26 position is frivolous, that side shall pay the costs of the mediator, the costs of the
27 arbitrator and the other side's costs, including attorney's fees. Any request for costs
28 and/or attorney's fees under this provision shall be supported by documentation of the
amount requested.

1 (f) Any violation of any final arbitration determination may be the
2 subject of court proceedings in this action to enforce the determination.

3 5.10.3 Meet and Confer Before Additional Actions. In addition to the obligation
4 to meet and confer with respect to a Dispute, Plaintiffs' Attorneys and the following
5 eight Plaintiffs — Nadine Flores, Stefanie Michihara, Maria Vasquez, Johnny Bolagh,
6 Tamara Muhammad, Mary Ann Jones, Kathleen Perrin and Phillip Agofoyinbo — agree
7 that neither they nor any of them shall bring or participate in any way in the bringing of
8 any other litigation against ASI, the MTA, any Fixed Route Operator, any Provider, or
9 any of them, without first: (i) notifying such parties in writing of the specific nature of
10 the dispute and the facts concerning it; and (ii) participating in a meeting with counsel
11 for each party against whom any such Plaintiff and/or Plaintiffs' Attorney, or any of
12 them, contemplate bringing suit, in a good faith attempt to resolve the dispute without
13 litigation.

14 5.10.4 Construction of Stipulation for Settlement and Order.

15 5.10.4.1 The inclusion of certain requirements in this Stipulation for
16 Settlement and Order shall not be construed as preventing class members from
17 attempting to persuade Defendants to voluntarily adopt goals or standards greater than or
18 not included in this Stipulation for Settlement and Order. Nothing in this Stipulation for
19 Settlement and Order shall be construed as precluding Defendants from voluntarily
20 exceeding the requirements set forth herein.

21 5.10.4.2 The inclusion of obligations or requirements in this Stipulation
22 for Settlement and Order shall not be construed as a concession or admission by
23 Defendants, or a finding by the Court, that, absent this Stipulation for Settlement and
24 Order, Defendants would otherwise have such obligations or requirements.

25 5.10.5 Wherever in this Stipulation for Settlement and Order Defendants,
26 or either of them, are required to provide notice, drafts, copies, procedures, data, or other
27 documents or materials ("Material") to "Plaintiffs' Attorneys," it shall be sufficient for
28 Defendants to provide such Material solely to Paula Pearlman of the Western Law Center
for Disability Rights (or to a successor designated by either Paula Pearlman or the

1 Director of the Western Law Center for Disability Rights, in a writing delivered to
 2 Defendants). Wherever in this Stipulation for Settlement and Order "Plaintiffs'
 3 Attorneys" are required to provide comments, suggestions, proposed revisions, consent,
 4 or other input ("Input") to Defendants or either of them, it shall be sufficient for
 5 Plaintiffs' Attorneys to provide such Input solely by Paula Pearlman or a successor
 6 designated pursuant to the previous sentence, and Defendants may consider such Input as
 7 being the Input of "Plaintiffs' Attorneys."

8 9 **5.11 Term of Order**

10 This Stipulation for Settlement and Order shall remain in effect, and the court
 11 shall retain jurisdiction, until thirty six (36) months following the Effective Date.

12 13 **5.12 Effect of Order**

14 5.12.1 This Order shall be binding upon Defendants and upon the Plaintiffs,
 15 Plaintiff Class and each of its members and, to the extent specifically set forth in this
 16 Order only, upon Plaintiffs' Attorneys, and it shall extinguish all claims based upon, or
 17 which could have been based upon or arise from, any of the matters alleged in the
 18 Complaint. This order shall be in full, complete, and final disposition and settlement of
 19 all claims for injunctive and declaratory relief (but not for damages) of the Plaintiff Class
 20 and of any and all of its members alleged or that could have been alleged in this litigation
 21 against any Defendant, or any Fixed Route Operator or Provider, or any of their
 22 respective parents, subsidiaries, owners, officers, directors, agents, employees, or
 23 contractors relating to the provision of paratransit service, under the Americans with
 24 Disabilities Act, the Rehabilitation Act, the Unruh Act, the Disabled Persons Act, or any
 25 other local, state, or federal law or regulation, which any member of Plaintiffs Class had,
 26 has or will have based upon events occurring through the date of entry of this Order.

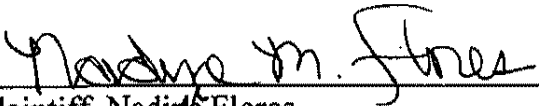
27 5.12.2 Upon entry of this Order, the Complaint shall be dismissed in its entirety
 28 with prejudice.

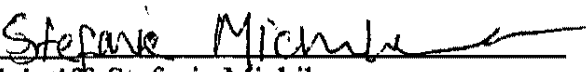
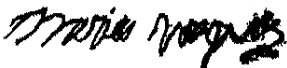
1 **5.13 Attorneys' Fees and Costs**

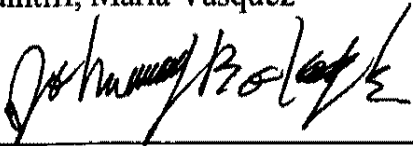
2 Within sixty (60) days following the Effective Date, ASI shall pay to Plaintiffs
3 Attorneys, collectively and jointly, the sum of \$290,000.

4 This amount shall be in full and complete satisfaction of all Plaintiffs' attorney's
5 fees and costs in this case. No other Plaintiffs' attorney's fees, expenses, or costs may be
6 recovered in this action except as provided in section 5.10.2(e). Plaintiffs' Attorneys
7 shall not be entitled to additional fees for their work in commenting upon or providing
8 input with respect to any matters or for any other activity provided for in this Order and
9 all such fees are subsumed by the fees awarded herein. Except as herein specifically
10 provided to the contrary, as between Plaintiffs and Defendants each party shall bear its
11 own attorney's fees and costs.

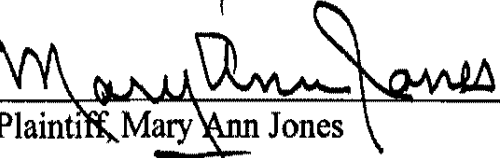
12 Plaintiffs

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14 
15 Plaintiff, Nadine Flores

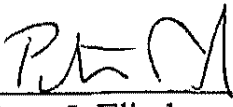
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17 
18 Plaintiff, Stefanie Michihara
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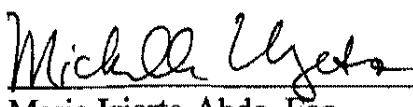
20 Plaintiff, Maria Vasquez
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22 
23 Plaintiff, Johnny Bolagh

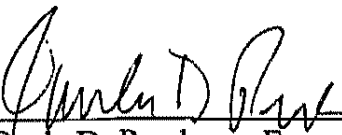
24 
25 Plaintiff, Tamara Muhammad

26
27 
28 Plaintiff, Mary Ann Jones

1 Plaintiffs' Attorneys

2 
3 _____
4 Peter J. Eliasberg, Esq.
5 ACLU Foundation of Southern California
6 Attorney for Plaintiffs

7 
8 _____
9 Maria Iriarte-Abdo, Esq.
10 Michelle Uzeta, Esq.
11 Protection & Advocacy, Inc
12 Attorney for Plaintiffs

13 
14 _____
15 Paula D. Pearlman, Esq.
16 Eve Hill, Esq.
17 Western Law Center for Disability Rights
18 Attorney for Plaintiffs

19
20
21 Defendants

22 Defendant, Los Angeles County Metropolitan
23 Transportation Authority

24 By: _____, its _____

25 _____
26 Brenton F. Goodrich, Esq.
27 Ira A. Weinreb, Esq.
28 Parker, Milliken, Clark, O'Hara & Samuelian
Attorneys for Defendant
Los Angeles Metropolitan Transportation Authority

1 Plaintiffs' Attorneys

2
3
4 Peter J. Eliasberg, Esq.
5 ACLU Foundation of Southern California
6 Attorney for Plaintiffs
7

8 Maria Iriarte-Abdo, Esq.
9 Michelle Uzeta, Esq.
10 Protection & Advocacy, Inc
11 Attorney for Plaintiffs
12

13 Paula D. Pearlman, Esq.
14 Eve Hill, Esq.
15 Western Law Center for Disability Rights
16 Attorney for Plaintiffs
17

18 Defendants

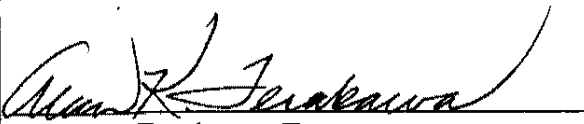
19 Defendant, Los Angeles County Metropolitan
20 Transportation Authority

21 By: [Signature], its General Counsel

22 [Signature]
23 Brenton F. Goodrich, Esq.

24 Ira A. Weinreb, Esq.
25 Parker, Milliken, Clark, O'Hara & Samuelian
26 Attorneys for Defendant
27 Los Angeles Metropolitan Transportation Authority
28

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Alan K. Terakawa, Esq.
Office of the County Counsel
Attorneys for Defendant Los Angeles
County Metropolitan Transportation Authority

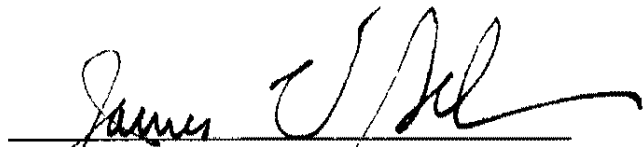
Defendant, Access Services Inc.

By: _____, its _____

James G. Jones, Esq.
Jones & Lester, LLP
Attorneys for Defendant
Access Services Inc.

IT IS SO ORDERED.

Dated: 9.24.04



Honorable James V. Selna
United States District Judge

1
2 Alan K. Terakawa, Esq.
3 Office of the County Counsel
4 Attorneys for Defendant Los Angeles
5 County Metropolitan Transportation Authority

6 Defendant, Access Services Inc.

7
8
9 By: Alan B. Cantrell, its Executive Director

10
11 James G. Jones
12 James G. Jones, Esq.
13 Jones & Lester, LLP
14 Attorneys for Defendant
Access Services Inc.

15
16 **IT IS SO ORDERED.**

17
18 Dated: _____

19 _____
20 Honorable James V. Selna
21 United States District Judge
22
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