

Exhibit 1

CLASS SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between Plaintiffs Julie Reiskin, Jon Jaime Lewis, William Joe Beaver, Douglas Howey, Diana Milne, Tina McDonald, José Torres-Vega, Randy Kilbourn, John Babcock, Kimberley Jackson, Paulina Black, Ruthie McNair, Vrlina Nozliç, Chris Quinlan, Cheryl Quinlan, Elaine Culpepper, Kevin Grimsinger, and the Colorado Cross-Disability Coalition (“CCDC”) (collectively, “Plaintiffs”), on behalf of themselves and for others similarly situated, and Defendant Regional Transportation District (“RTD” or “Defendant”) (collectively, “the Parties”) as follows:

RECITALS

WHEREAS, Plaintiffs, individually and on behalf of a class of similarly situated persons, filed the lawsuit of *Reiskin et al. v. Regional Transportation District* on November 18, 2014 in the United States District Court for the District of Colorado, Case No. 14-cv-03111-CMA-KLM (“Litigation”). The Litigation involves claims and defenses relating to Defendant’s compliance with Title II of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12131 *et seq.* (“ADA”), and Section 504 of the Rehabilitation Act, 29 U.S.C. § 794 (“Section 504”), with regard to its light rail operations;

WHEREAS, Defendant has denied and continues to deny any and all liability or wrongdoing to Plaintiffs and the Settlement Class; by entering into this Agreement, Defendant does not admit any impropriety, wrongdoing or liability of any kind whatsoever, including any as to the claims raised in the Litigation, and on the contrary, expressly denies the same. Defendant has entered into this Agreement solely for the purpose of avoiding the expense, inconvenience, distraction and delay of the Litigation, without admitting any wrongdoing or liability whatsoever,

and without conceding Plaintiffs' ability to certify the alleged putative Settlement Class on its merits under Fed. R. Civ. P. 23;

WHEREAS, the Parties have conducted a thorough examination and investigation of the facts and law relating to the matters set forth in the Litigation, including ample written discovery and numerous depositions;

WHEREAS, the Parties, through their respective legal counsel, have engaged in extensive, arms-length negotiations;

WHEREAS, based upon extensive analysis of the facts and the law applicable to the claims and defenses in the Litigation, and taking into account the substantial benefits available to Plaintiffs and the Settlement Class under the terms of this Settlement Agreement and the extensive burdens and expense of litigation, including the risks and uncertainties associated with protracted trials and appeals, Class Counsel has concluded that this Settlement Agreement provides substantial benefit to the Settlement Class and is fair, reasonable, and adequate and in the best interest of the Plaintiffs and the Settlement Class;

WHEREAS, Plaintiffs have sought only injunctive relief and have not sought damages of any kind, compensatory or punitive, in this case;

WHEREAS, Defendant, although denying fault and liability, has likewise concluded that this Settlement Agreement is desirable to avoid the time, risk, and expense of defending protracted litigation, to fulfill its long-standing commitment to promoting and enhancing the rights of those with disabilities and to ensure compliance with all laws protecting the rights of the disabled, and to resolve completely and finally the pending and potential claims of the Plaintiffs and the Settlement Class; and

WHEREAS, the Parties, therefore, desire to settle the claims asserted in the Litigation and to enter into this class settlement agreement related to the Litigation and the claims giving rise thereto, in accordance with the provisions and upon the terms and conditions hereafter set forth.

AGREEMENT

I. DEFINITIONS

In addition to certain terms that may be defined elsewhere in this Settlement Agreement, the following defined terms are used herein:

1. **Agreement or Settlement Agreement.** “Agreement” or “Settlement Agreement” shall mean this Settlement Agreement, including all exhibits hereto, which are an integral part of the Settlement Agreement and are incorporated herein in their entirety by reference.

2. **Class Counsel.** “Class Counsel” shall mean:

Kevin W. Williams, Esq.
Colorado Cross-Disability Coalition
1385 South Colorado Boulevard, Suite 610-A
Denver, CO 80222
720-336-3584

Andrew C. Montoya, Esq.
Colorado Cross-Disability Coalition
1385 South Colorado Boulevard, Suite 610-A
Denver, CO 80222
720-336-1036

3. **Class Member.** “Class Member” shall mean a member of the Settlement Class, as defined herein.

4. **Class Notice and Notice Procedures.** “Class Notice and Notice Procedures” shall mean the notice and procedures to be approved by the Court, as more fully described in Section IV below.

5. **Court.** The “Court” shall mean the United States District Court for the District of Colorado in Case No. 14-cv-03111-CMA-KLM.

6. **Final Order and Judgment.** “Final Order and Judgment” shall mean the order of the Court approving this Settlement Agreement, and the corresponding final judgment, a mutually agreeable form of which will be submitted by the parties prior to final approval.

7. **Final Settlement Date.** “Final Settlement Date” is the date upon which the Court’s Final Order and Judgment becomes “final,” which shall be as follows:

(a) If no appeal is taken therefrom, the first day after the date on which the time to appeal therefrom expires;

(b) If an appeal is taken therefrom, the first day after the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing en banc, petitions for review, and petitions for certiorari or any other form of review, have been finally disposed of in a manner resulting in an affirmance of the Final Judgment and Order; or

(c) On a date after the signing and entry of the Final Judgment and Order that counsel for the Parties agree to in writing.

8. **Light Rail Service.** “Light Rail Service” shall mean all corridors of the RTD electric railway along a right-of-way at ground level, on aerial structures, or in streets using light rail vehicles, including without limitation vehicles, seating configuration on the vehicles, track, operators, station platforms, and mini-high ramps and transit service provided to passengers. Light Rail Service shall specifically not include commuter rail service.

9. **Litigation.** “Litigation” shall mean the lawsuit styled *Reiskin et al. v. Regional Transportation District* in the United States District Court for the District of Colorado, Case No. 14-cv-03111-CMA-KLM.

10. **Representative Plaintiffs.** “Representative Plaintiffs” shall mean Julie Reiskin, Douglas Howey, Tina McDonald, Randy Kilbourn, and William Joe Beaver, individually and as representatives of the Settlement Class

11. **Person(s).** “Person(s)” shall mean any natural person or individual.

12. **Plaintiffs.** “Plaintiffs” shall mean Julie Reiskin, Jon Jaime Lewis, William Joe Beaver, Douglas Howey, Diana Milne, Tina McDonald, José Torres-Vega, Randy Kilbourn, John Babcock, Kimberley Jackson, Paulina Black, Ruthie McNair, Vrlina Nozliç, Chris Quinlan, Cheryl Quinlan, Elaine Culpepper, Kevin Grimsinger, and the Colorado Cross-Disability Coalition (“CCDC”).

13. **Preliminary Approval Order.** “Preliminary Approval Order” shall have the meaning set forth in Section III(B) below, and it shall be substantially in the form and substance of **Exhibit A** hereto.

14. **Release or Released Claims.** The “Release” and “Released Claims” shall have the meaning set forth in Section XI below.

15. **RTD.** “RTD” shall mean Regional Transportation District. For purposes of the Release in Section XI below, references to RTD shall include its past, present, or future officers, directors, employees, agents, attorneys, brokers, representatives, regional directors, field marketing directors, producers, or shareholders of RTD; and any successors, assigns, or persons acting on behalf of any of the foregoing.

16. **RTD Counsel.** “RTD Counsel” shall mean:

Jenifer M. Ross-Amato, Esq.
Mindy Swaney, Esq.
Regional Transportation District
1600 Blake Street
Denver, CO 80202
(303) 299-2479

Michael D. Plachy, Esq.
Jessica L. Fuller, Esq.
Lewis Roca Rothgerber Christie LLP
One Tabor Center, Suite 3000
1200 Seventeenth Street
Denver, CO 80202
(303) 623-9000

17. **Settlement.** “Settlement” shall mean the terms and conditions of settlement set forth in this Agreement and the attached exhibits.

18. **Settlement Class, Class, and Settlement Class Members.** “Settlement Class” or “Class” or “Settlement Class Member(s)” shall mean all Persons in Colorado who are qualified individuals with disabilities who use Wheelchairs, as that term is defined below, who have used, currently use, or may in the future use RTD’s Light Rail Service. The Settlement Class shall not include any Persons who timely elect to exclude themselves from this Settlement.

19. **Wheelchair.** “Wheelchair” shall have the meaning assigned to it in 49 C.F.R. § 37.3 and shall include all devices used by individuals with mobility impairments specifically to assist with ambulation, by way of example but not limitation, **manual and motorized wheelchairs, scooters, and walkers**, so long as such devices fit within the definition of Wheelchair provided in 49 C.F.R. § 37.3.

II. BENEFITS TO THE SETTLEMENT CLASS

A. Retrofit of Existing Light Rail Vehicles.

1. RTD agrees to retrofit its existing 172 light rail vehicles (“LRVs”) in a manner substantially in accordance with **Exhibit B** attached hereto (“Retrofit Project”).

2. The Retrofit Project will be completed no later than sixty (60) months from the Final Settlement Date; provided, however, that RTD will complete the following milestones during that sixty-month period:

(a) RTD shall retrofit a minimum of 17 LRVs within one (1) year of the Final Settlement Date;

(b) RTD shall retrofit a cumulative total of 39 LRVs within two (2) years of the Final Settlement Date;

(c) RTD shall retrofit a cumulative total of 74 LRVs within three (3) years of the Final Settlement Date;

(d) RTD shall retrofit a cumulative total of 119 LRVs within four (4) years of the Final Settlement Date; and

(e) RTD shall retrofit a cumulative total of 172 LRVs within five (5) years of the Final Settlement Date.

3. If RTD is unable to comply with the provisions in Section II(A)(2) as a result of a “force majeure event,” any such non-compliance will not constitute a breach or violation of this Settlement Agreement. For purposes of this provision, a force majeure event shall mean an event beyond the control of RTD, which prevents RTD from compliance with the schedule above, including, but not limited to: (1) an act of God (fires, explosions, earthquakes, floods, etc.); (2) other exceptionally adverse weather events or conditions; (3) a riot, strike, lock out, work stoppage, labor dispute, or other civil disturbance, whether lawful or not; (4) discontinuation of electricity supply or other necessary utilities; (5) an act or threatened act of terrorism; or (6) a substantial loss of supply of critical parts. In case of such a force majeure event, RTD will inform Class Counsel within one week of the event, describing the event, stating the additional time the event will add to one or more of the deadlines in Section II(A)(2), and providing supporting documentation.

4. Every twelve (12) months from the Final Settlement Date and until completion of the Retrofit Project, RTD will provide a status report to Class Counsel on the progress of the Retrofit Project regarding the number of LRVs retrofitted to date and work expected to be completed in the next twelve months.

5. Two Representative Plaintiffs, one Class Counsel, and one Paralegal will have the opportunity to view one (1) retrofitted LRV pursuant to the Retrofit Project within twelve (12) months from the Final Settlement Date and take measurements and photographs to assess whether the retrofitted LRV complies with Section II(A)(1). The retrofitted LRV will be made available for no more than two (2) hours on a mutually agreeable date, at a station location and time of day that RTD in its sole discretion selects.

B. New Light Rail Vehicles.

1. The next twenty-nine (29) new LRVs that RTD adds to its Light Rail Service (“New LRV”) will be substantially similar in design to the vehicle depicted in **Exhibit C** attached hereto.

2. In these New LRVs, the flooring within the designated spaces for passengers using mobility devices will depict the International Symbol of Accessibility.

3. Prior to the delivery of the first of these New LRVs, RTD will facilitate a public meeting to present a video produced by the LRV manufacturer demonstrating the accessibility features of the New LRVs and answer any questions about those features.

4. Two Representative Plaintiffs, one Class Counsel, and one paralegal will have the opportunity to view one (1) New LRV within ninety (90) calendar days of the date the first New LRV is placed into revenue service and take measurements and photographs to assess whether the New LRV complies with Section II(B)(1). The New LRV will be made available

for no more than two (2) hours on a mutually agreeable date, at a station location and time of day that RTD in its sole discretion selects.

C. Policy and Training Concerning Operator Conduct.

1. RTD shall have a policy directing that operators providing Light Rail Service shall not discriminate against riders who use Wheelchairs in violation of the ADA or Section 504, specifically, and without limitation, in compliance with 49 C.F.R. § 37.169(j) and shall include such policy in its training of all such operators.

2. RTD shall provide mandatory refresher training on the Americans with Disabilities Act (“ADA”) on an annual basis to its light rail operators, supervisors of light rail operators, and light rail controllers so as to ensure operators providing Light Rail Service are aware of their obligation not to discriminate against riders who use Wheelchairs (“Refresher Training”).

3. If newly employed, these employees will receive this training as part of their initial training and will then be exempt from Refresher Training during their first year of employment.

4. RTD will provide a copy of the materials for the Refresher Training to Plaintiffs Julie Reiskin, Jon Jaime Lewis, or a staff member designee of Colorado Cross-Disability Coalition who reports to Ms. Reiskin or Mr. Lewis, within thirty (30) calendar days of the Final Settlement Date.

5. Ms. Reiskin, Mr. Lewis or their designee, on behalf of the Class, will have thirty (30) calendar days to provide suggested comments on the Refresher Training materials.

6. Nothing in this Section II(C) shall limit RTD’s ability to seek input from other third parties and organizations regarding the Refresher Training materials.

7. RTD, in its sole discretion, shall make the final determination as to the content of the Refresher Training materials and any future revisions, additions, or updates thereto.

8. If at any time during the Term of this Agreement, RTD materially modifies its policies or training so that they no longer satisfy Section II(C)(1), RTD shall so notify Plaintiffs Julie Reiskin, Jon Jaime Lewis, or a staff member designee of CCDC who reports to Ms. Reiskin or Mr. Lewis within thirty (30) calendar days of such modification.

D. Pre-Litigation Procedure.

1. All Named and Representative Plaintiffs, including CCDC and any other Settlement Class Member working with or at the behest of any Named or Representative Plaintiff, including CCDC (collectively, “Complainant(s)”) must comply with the following provisions as a condition precedent to filing litigation against RTD regarding any claim of alleged non-compliance with the ADA, Rehabilitation Act, or similar law with respect to accessibility for individuals who use Wheelchairs, regardless of whether such claim is related to the claims that were or could have been asserted in the Litigation:

(a) If any Complainant believes that they have a legal claim against RTD concerning accessibility for individuals who use Wheelchairs, as a condition precedent to filing suit, the Complainant will provide written notice to RTD, describing the basis for the claim, including all relevant facts and reasons why it allegedly constitutes discrimination based on a disability or violation of the ADA, in sufficient detail for RTD to assess the claim. Written notice shall be by e-mail to the following e-mail address: adaprelitigation@rtd-denver.com. If RTD receives such a communication (by e-mail or other written notice) from a Complainant that does not provide sufficient detail, RTD will request any additional information it deems

necessary from the Complainant. The Complainant shall cooperate in good faith with RTD during this process.

(b) Within thirty (30) calendar days of RTD's receipt of the written notice or any additional information provided pursuant to RTD's request, whichever is later, RTD will contact the Complainant (or their attorney, if represented by counsel), provided that the Complainant has given RTD an accurate means of contacting them, and, within thirty (30) calendar days of contact, make an RTD representative available with authority to resolve the claim to meet and confer in person or by telephone with the Complainant (and/or their counsel) ("Meet and Confer").

(c) RTD will have a period of thirty (30) calendar days following the Meet and Confer to provide a written response to the Complainant detailing either the measures it has taken to resolve the claim or why it believes no additional action is warranted. Nothing in this Section II(D)(1)(c) shall prevent the Parties from agreeing to further meetings.

2. Only after following all procedures in Section II(D)(1)(a)-(c), or if RTD fails to comply with Section II(D)(1)(a)-(c), may a Complainant file litigation against RTD concerning the matter described in the written notice; provided, however, that such litigation must be filed within 180 days of RTD's written response under Section II(D)(1)(c), unless the Parties otherwise agree in writing. A Complainant who fails to file litigation within 180 days of RTD's written response under Section II(D)(1)(c) is not barred from filing such litigation, but must first comply with this Section II(D).

3. If RTD does not respond within thirty (30) calendar days of the Meet and Confer, it will waive its rights under the pre-litigation procedure outlined in Section II(D)(1)(a)-

(c). In that case, the Complainant will be deemed to have complied with the provisions of Section II(D).

4. If the Complainant does not respond to RTD's efforts to schedule the Meet and Confer within thirty (30) calendar days, or participate in the Meet and Confer, RTD will be deemed to have complied with the provisions of Section II(D).

5. Should a Complainant file litigation without following the procedures in Section II(D)(1)(a)-(c), RTD will provide written notice to the Complainant (or its counsel, if represented) that will include a copy of this Settlement Agreement and request that the Complainant voluntarily dismiss the claim without prejudice and complete the conferral process in this Section II(D). If the Complainant refuses to dismiss the claim following notice by RTD, it shall be dismissed with prejudice by the Court in which the action was filed.

6. During the pendency of the Litigation and negotiation of the Settlement Agreement, certain Plaintiffs raised issues with RTD concerning RTD's paratransit service called Access-a-Ride and the design of certain vehicles in RTD's fixed-route bus fleet. The Parties acknowledge and confirm that these matters will be subject to the procedures set forth in this Section II(D); however, the Parties, by written agreement and as part of their ongoing discussions, may shorten or waive any provisions in Section II(D) as it pertains to these issues.

7. The Parties agree that the provisions contained in this Section II(D) are an appropriate and enforceable alternative means of dispute resolution contemplated by 42 U.S.C. §12212.

E. Quarterly Meetings.

1. The Parties agree to cooperate to promote a constructive dialogue concerning issues related to the ADA concerning Light Rail Service. To this end, RTD agrees to

meet quarterly with Plaintiffs Julie Reiskin, Jon Jaime Lewis, or a staff member designee of CCDC who reports to Ms. Reiskin or Mr. Lewis, on behalf of the Class.

2. At the quarterly meetings, RTD will provide an oral status report regarding the types of complaints received, the resolution of those complaints, and any changes to RTD policies and procedures as a result of those complaints during the previous quarter concerning Light Rail Service. Subsequent to the meeting, RTD will produce minutes of the meeting to be shared with all attendees. If Class Counsel would like more information, they may submit a request pursuant to the Colorado Open Records Act. The quarterly meetings will occur at CCDC's office or such other location within the RTD district as CCDC may elect.

3. In addition to its obligations set forth in Section II(D) above, Class Counsel, on behalf of CCDC and CREEC, commit to raise any questions as to which they are considering litigation in one of these meetings or in writing at least thirty (30) calendar days prior to filing except as related to the issues discussed in Section II(D)(6), which are already the subject of ongoing discussions.

III. PRELIMINARY COURT APPROVAL

A. Motion for Preliminary Approval.

1. Within ten (10) business days of the complete execution of this Settlement Agreement, Plaintiffs shall file a Motion for Preliminary Approval of the Proposed Class Settlement ("Motion for Preliminary Approval"), which RTD will not oppose.

2. In that Motion, Plaintiffs will request the Court certify the Settlement Class for settlement purposes only under Fed. R. Civ. P. 23. Specifically, Plaintiffs will move the Court for certification for settlement purposes of the Settlement Class, which will include a Rule 23(b)(2) class with respect to the injunctive relief described herein and Rule 23(b)(3) opt-out class with respect to the release of damages claims, which RTD will not oppose.

3. In their Motion for Preliminary Approval, Plaintiffs will also request the Court appoint Class Counsel, grant preliminary approval of the Settlement and Class Notice Procedures, approve and set the deadline for Settlement Class Members to object to the Settlement, enjoin Settlement Class Members from initiating or prosecuting any litigation related to the claims resolved or released by this Agreement against RTD pending the Court's entry of a Final Order and Judgment, and set a final approval hearing within 90 calendar days of the Preliminary Approval Order, or at the Court's earliest convenience thereafter.

4. As more fully discussed in Section IX below, all actions associated with preliminary approval and certification are undertaken on the condition that all such certifications and designations are automatically vacated if this Settlement Agreement is terminated or disapproved, in whole or in material part, by the Court, any appellate Court, or any other Court of review, or if the Settlement Agreement is otherwise revoked or terminated, in which event this Agreement shall not be offered, received, or construed as an admission or as evidence for any purpose, including certifiability of any class.

B. Preliminary Approval Order.

1. Plaintiffs shall request the Court enter its Preliminary Approval Order substantially in the form and substance of Exhibit A attached hereto.

IV. CLASS NOTICE PROCEDURES

A. Timing and Reasonableness of Class Notice.

1. Pursuant to Fed. R. Civ. P. 23(e)(1), within fourteen (14) calendar days of the entry of the Preliminary Approval Order, notice of this Settlement will be provided to Settlement Class Members, as detailed below in this Section IV (collectively, "Class Notice").

2. The Parties agree that the Class Notice Procedures agreed to herein are reasonable and fairly calculated to alert Class Members of the Settlement and inform them of

their rights under the Settlement as required by Fed. R. Civ. P. 23 and the Due Process clause of the United States and Colorado Constitutions.

B. Posted Notice.

1. RTD shall post notice, in a form substantially similar to **Exhibit D**, (1) on all mini-high ramps at each station providing Light Rail Service in a location easily visible to passengers; (2) at RTD ticket sales outlets at Denver Union Station, Civic Center, two locations in Boulder, and if these sales outlets are temporarily closed, at the temporary replacement ticket outlet for that location; (3) the Special Discount Card location at 1600 Blake Street (“Posted Notice”). The Posted Notice shall be displayed for no less than thirty (30) consecutive calendar days.

2. RTD shall bear the costs associated with Posted Notice.

C. Website Notice.

1. RTD, CCDC, and CREEC shall post notice, in a form substantially similar to the Posted Notice, on their respective websites (“Website Notice”). The Website Notice shall remain posted for no less than thirty (30) consecutive calendar days. RTD will establish a link to the page on which the Website Notice appears on its Light Rail Service website page (www.rtd-denver.com/lightrail.shtml) as well as its Accessibility website page (www.rtd-denver.com/Accessibility.shtml). CCDC and CREEC will each put a link to the page on which the Website Notice appears on their respective main pages (www.ccdonline.org and www.creeclaw.org).

2. RTD, CCDC, and CREEC shall bear the costs, if any, associated with Website Notice on their respective websites.

D. Mailed Notice.

1. RTD shall send via U.S. Mail notice, in a form substantially similar to **Exhibit E** (“Mailed Notice”), to no more than ten (10) Colorado disability rights organizations

listed in **Exhibit F**. As reflected in Exhibit E, the Mailed Notice shall include a request that such notice be posted on the organization's bulletin boards for at least thirty (30) business days.

2. RTD shall bear the costs associated with Mailed Notice to the addresses, as provided on Exhibit F. RTD shall have no obligation to perform any additional search for, or otherwise attempt to verify addresses, including as to any returned, undelivered Mailed Notices.

E. E-mailed Notice.

1. CCDC and CREEC shall e-mail notice, in a form substantially similar to the Mailed Notice, to their members ("E-mailed Notice").

2. CCDC and CREEC shall bear the costs, if any, associated with E-mailed Notice.

F. CAFA Notice.

Within ten (10) days of the filing of the Motion for Preliminary Approval, RTD will serve on the Attorney General of the United States and the Attorney General of Colorado the documents listed in 28 U.S.C. § 1715(b) of the Class Action Fairness Act ("CAFA Notice"). The Parties agree that, for purposes of CAFA Notice, it is not feasible to provide the names of all Settlement Class Members pursuant to 28 U.S.C. § 1715(b)(7)(A) and, therefore, the procedure set forth in 28 U.S.C. § 1715(b)(7)(B) will be utilized.

V. REQUESTS FOR EXCLUSION & OBJECTIONS

A. Exclusions.

1. Unless otherwise ordered by the Court, any member of the Settlement Class may exclude him or herself from the portion of the Settlement Agreement that releases claims for damages by sending a written request for exclusion to Class Counsel and RTD's Counsel within thirty (30) calendar days of the commencement of Class Notice, the specific date and time which will be specified in the Class Notice.

2. The written request for exclusion must include the Settlement Class Member's name, address, and telephone number; must be signed by the Settlement Class Member; and clearly identify the Settlement Class Member's desire to be excluded.

3. Class Counsel and their respective organizations agree not to represent or provide legal advice to any person seeking exclusion from the Settlement Class in any claims against RTD related to those claims brought in the Litigation.

B. Confidential Opt-Out Agreement.

1. The Parties will agree to a Confidential Opt-Out Agreement that will specify that if timely requests for exclusion are received from a specified number or percentage of Rule 23(b)(3) Settlement Class Members, Defendant shall have the right, in its sole discretion, to proceed with a Rule 23(b)(2) settlement class only.

2. The Confidential Opt-Out Agreement will not provide a basis for Defendant to terminate the Rule 23(b)(2) class settlement.

3. The Confidential Opt-Out Agreement will be filed under seal and shall remain confidential, unless otherwise ordered by the Court.

C. Objections.

1. Unless otherwise ordered by the Court, any member of the Settlement Class may object to the proposed Settlement Agreement by filing written objections with the Court within sixty (60) calendar days of the commencement of Class Notice, the specific date and time which will be specified in the Class Notice.

2. Any such objections must include all grounds, including all bases in law and in fact, for each such objection.

3. Only Settlement Class Members that timely object in compliance with the procedures in this Section V(C) shall have the right to present any objections or arguments at the Final Approval Hearing.

VI. CLASS COUNSEL'S FEES AND COSTS

A. Fees and Costs.

1. Subject to Court approval, RTD agrees to pay Class Counsel the following amounts, inclusive of all attorneys' fees, costs, expenses, and gross receipts tax: \$125,000 within thirty (30) calendar days of the Final Settlement Date; \$125,000 by no later than March 1, 2018; and \$125,000 by no later than March 1, 2019. This payment schedule may be amended or modified by written agreement of RTD and Class Counsel without further Court approval.

2. RTD and Class Counsel agree this amount is fair and represents fair compensation for work performed by Class Counsel through Final Approval. Class Counsel is not entitled to any additional remuneration in connection with the Litigation or this Settlement Agreement, from RTD or the Settlement Class, beyond the payment pursuant to this Section VI(A)(1) and any amounts awarded pursuant to Paragraph X(C)(3).

3. A class representative award (incentive award) has not been and will not be requested by, or awarded to, any Named Plaintiff or Representative Plaintiff.

B. Motion for Award of Attorneys' Fees and Costs.

At least one (1) week before the deadline for filing objections, Plaintiffs shall file a motion, which RTD will not oppose, requesting an award of attorneys' fees in the amount agreed to by the Parties in Section VI(A)(1).

VII. FINAL COURT APPROVAL

A. Motion for Final Approval.

At least two (2) weeks prior to the final approval hearing, Plaintiffs shall file, and Defendant shall not oppose, a motion seeking the Court's entry of a mutually acceptable order granting final approval of this Settlement Agreement, responding to any objections to the Settlement, and entering final judgment.

B. Final Approval Hearing.

The Parties shall appear at the Final Approval Hearing set by the Court, and shall cooperate in defending this Settlement Agreement and seeking its final approval, including in addressing any timely objections to the Settlement Agreement.

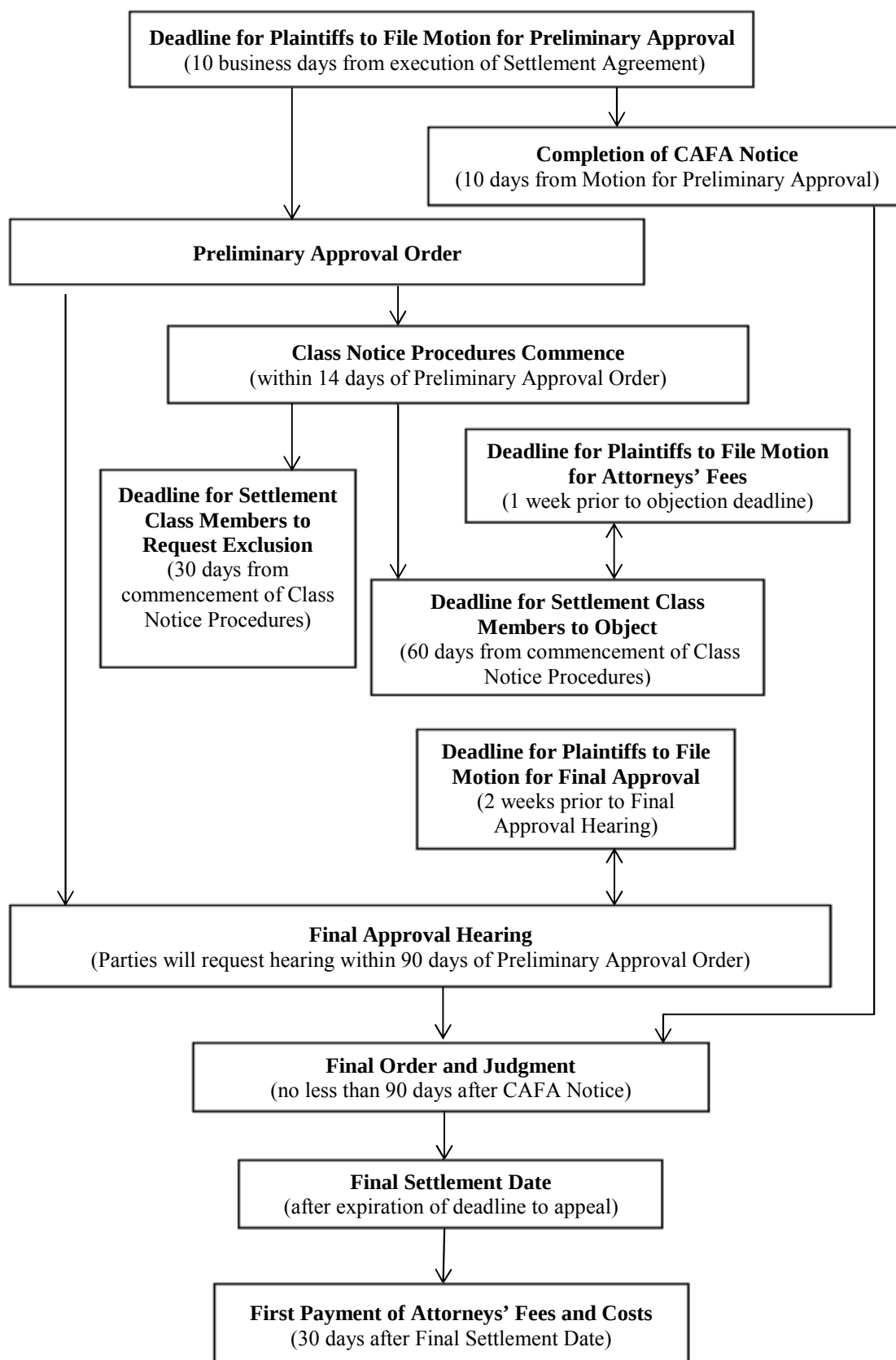
C. Final Approval and Certification.

Upon the Court's approval of this Settlement Agreement, the Parties will request the Court, on or after the period provided in 28 U.S.C. § 1715(d), enter a Final Order and Judgment.

VIII. SUMMARY OF DEADLINES AND TIMING

Table 1, below, summarizes the key deadlines detailed above in Sections III through VII. This table is provided as a summary and visual aid only. The detailed written terms, conditions, and explanations in this Settlement Agreement govern and, in the event of any discrepancy with Table 1, shall be controlling.

TABLE 1: SUMMARY OF KEY DEADLINES



IX. THE EFFECT OF DISAPPROVAL OR TERMINATION OF THIS SETTLEMENT AGREEMENT

A. This Agreement is for settlement purposes only, and neither the fact of, nor any provision contained in this Settlement Agreement or its exhibits, nor any action taken hereunder shall constitute, be construed as, or be admissible as evidence as any admission of the validity of: (1) any claim or any fact alleged by Plaintiffs in the action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of RTD or any admission by RTD of any claim or allegation made by Plaintiffs in this action; or (2) any claim or any fact alleged by RTD in the action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any of the Plaintiffs or an admission by any of the Plaintiffs of any claim or allegation made by RTD in this action.

B. If the Court fails to approve this Settlement Agreement, the Settlement Agreement shall be null and void, and obligations under this Settlement Agreement shall terminate. Neither this Settlement Agreement nor any communication in the course of this Settlement shall be deemed an admission by either party nor shall this Settlement Agreement be used in any way to subvert or limit the claims or defenses in the Litigation.

C. If the Court materially modifies a provision of the Settlement Agreement or Final Judgment, or if any of the terms of the Settlement Agreement are materially impaired, Plaintiffs and/or RTD, in their sole independent discretion, shall have the option of terminating the Settlement Agreement in writing within thirty (30) calendar days. The Parties shall each have the right to determine materiality in connection with this provision, provided, however, such determination is made in good faith and in compliance with prevailing law regarding materiality.

D. Nothing in this Settlement Agreement shall prejudice the rights of RTD in any way to: (a) oppose class certification in the Litigation should this Settlement Agreement not be

approved or implemented; (b) oppose class certification in the Litigation should this Settlement Agreement be altered or modified in any material way by the Court; or (c) to oppose certification of any other proposed or existing class arising out of the claims asserted herein.

X. DISPUTE RESOLUTION PROCESS

A. Scope of Dispute Resolution.

1. The dispute resolution process set forth in this Section X applies solely and exclusively to enforcement of the terms set out in Section II(A)-(C) herein. Nothing in this Section X is intended to or shall be interpreted to nullify or diminish the Parties' rights and obligations under the pre-litigation procedures described in Section II(D).

B. Conferral.

1. If any Party believes that a dispute exists relating to the performance or interpretation of the provisions in Section II(A)-(C) of this Settlement Agreement, it shall notify the undersigned counsel for all other Parties in writing, describing the dispute and clearly identifying that they are invoking the dispute resolution process under this Section X.

2. The Party receiving the notice shall respond in writing to such notice within ten (10) business days of receipt of the notice.

3. Within ten (10) business days of receipt of the response, Class Counsel and RTD's Counsel shall meet and confer by telephone or in person, and attempt in good faith to resolve the issue informally.

C. Alternative Dispute Resolution.

1. If, after completing the steps set out in Section X(B), either Party believes that a dispute still exists relating to the performance or interpretation of Section II(A)-(C) of this Settlement Agreement, the Parties shall participate in good faith in at least one mediation session, which the Parties agree should, if possible, be conducted by Magistrate Judge Kristen L.

Mix. The Parties agree to cooperate in filing a motion under Local Rule 16.6(a) requesting that the dispute be referred to mediation before Magistrate Judge Mix, each Party to pay its own attorneys' fees and costs. If Magistrate Judge Mix is unavailable, the Parties shall request that the Court select an alternative Magistrate Judge of the United States District Court for the District of Colorado to conduct the mediation.

2. If the mediation is unsuccessful, either Party may seek further relief from the Court. However, complete satisfaction of the provisions in this Section X shall be conditions precedent to any Party seeking Court intervention.

3. Should any matter proceed to Court under this Section X, attorneys' fees and costs will be awarded in accordance with 42 U.S.C. § 12205.

XI. RELEASES.

A. Release of Claims.

1. Effective upon the Final Settlement Date, Plaintiffs and all Settlement Class Members shall release, acquit, and forever discharge RTD from any and all liability arising from the Released Claims, and shall not institute, maintain, or assert any claims against RTD based on the Released Claims, which are defined as follows:

(a) If the Court certifies the Settlement Class under Rule 23(b)(2) and (b)(3), as requested by the Parties, "Released Claims" shall mean any and all claims or causes of action (including, but not limited to, claims for injunctive relief, declaratory judgment, actual or other damages, attorneys' fees and costs other than specifically provided in Sections VI and X hereof, and any penalty, exemplary or punitive damages, or fine) under Title II of the ADA or Section 504 of the Rehabilitation Act, including without limitation any regulations implementing all or a portion of the ADA or Section 504 or any similar local or state law, related to or arising out of RTD's Light Rail Service to individuals who use Wheelchairs, including without

limitation any and all vehicles, platforms (including high blocks, mini-high platforms and ramps thereto), and operator conduct, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, that were, or could have been, alleged or asserted, now or in the future, by Plaintiffs or any Settlement Class Member against RTD in the Litigation. The Released Claims specifically do not include: (1) claims under Title II of the ADA or Section 504 of the Rehabilitation Act that arise from RTD Light Rail station parking lots, ticket vending machines, or an accessible path of travel to the station; (2) tort claims for personal injury arising under common law; or (3) claims for employment discrimination.

(b) The Released Claims do not constitute a relinquishment or waiver of any Settlement Class Member's right to utilize RTD's ADA grievance and complaint procedure to report their experiences of RTD's daily operations, including any specific instances of operator conduct.

(c) If the Court certifies the Settlement Class under Rule 23(b)(2) only, "Released Claims" shall have the same meaning as defined above, except that it shall exclude claims or causes of action for actual damages.

(d) Plaintiffs agree not to assert any Released Claim against RTD, or encourage any third party to assert a Released Claim against RTD.

2. Effective upon the Final Settlement Date, RTD shall release, acquit, and forever discharge Plaintiffs from any and all liability arising from RTD's counterclaim for breach of contract, as detailed in the Litigation.

B. Release of Unknown Claims.

In connection with this Release and limited to the Released Claims, Plaintiffs acknowledge, for themselves and the Settlement Class Members, that they are aware that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or

different from those that they now know or believe to be true with respect to the Released Claims. Nevertheless, it is the intention of Plaintiffs in executing the Release, for themselves and the Settlement Class, that they fully, finally, and forever settle and release all such matters, and all claims relating thereto, which exist or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims. To the extent that any applicable statutes or principles of law limit the Release of unknown claims, such statutes and principles shall be knowingly and voluntarily waived to the maximum extent permitted by law by Plaintiffs and the Settlement Class.

C. Attorneys' Fees and Expenses.

The Release shall cover, without limitation, any and all claims for attorneys' fees, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or any Settlement Class Member, or by Plaintiffs or any Class Member in connection with or related in any manner to the Litigation, the Settlement, and/or the Released Claims, except to the extent otherwise specified in this Settlement Agreement.

XII. MISCELLANEOUS PROVISIONS

A. Best Interests of the Class.

Class Counsel and Plaintiffs represent that they are seeking to protect the interests of the entire Settlement Class and believe that this Settlement Agreement is in the best interests of the Settlement Class. Plaintiffs agree not to request exclusion from the Class or to encourage others to do so.

B. Choice of Law.

This Settlement Agreement shall be governed by federal procedural law and the substantive laws of the State of Colorado, except to the extent otherwise specified in this Settlement Agreement.

C. Communications Regarding Settlement.

The Settlement Agreement is not confidential. At a mutually agreeable time after Class Notice, the Parties shall issue a joint press release regarding this Settlement in substantially the form of **Exhibit G** hereto and the Parties shall ensure that any other mass and/or generalized statements to the media or press will be consistent with this press release or will have the prior approval of the other party.

D. Communications with Class Members.

Communications relating to this Settlement Agreement with Persons who have received Class Notice will be handled by Class Counsel, provided that nothing in this Settlement Agreement shall be construed to prevent RTD from communicating with Settlement Class Members in the normal course of business, or from resolving any given complaint by a Settlement Class Member, even if they otherwise fall within the scope of the Settlement Agreement, before the Settlement Agreement is finally approved.

E. Continuing Jurisdiction of the Court.

The Parties agree that the Court shall retain exclusive and continuing jurisdiction for the limited purpose of resolving disputes that require Court intervention as set forth in Section X.

F. Cooperation.

The Parties shall take all reasonable action to support and defend this Settlement Agreement and obtain final Court approval of the same. The Parties further commit to a broader partnership to enhance policies for accommodating the needs of passengers on RTD vehicles. To that end, no Party shall publicly take a position contrary to the substance of this Settlement Agreement with respect to access to Light Rail Service for Settlement Class Members. Furthermore, CCDC shall update its website page discussing the Litigation in a manner consistent with the terms and spirit of this Settlement Agreement, including as reflected in

Section IV, and will take any reference to Geoff Ames relating to this Litigation off of its website.

G. Counterparts.

This Settlement Agreement may be signed in counterparts, each of which shall constitute a duplicate original.

H. Effective Date.

The effective date of this Settlement Agreement shall be the first day upon which all Parties have executed this Settlement Agreement.

I. Entire Agreement.

This Settlement Agreement and its exhibits set forth the entire Agreement between the Parties relating to the Settlement of the Litigation and may not be altered or modified except by written instrument executed by Class Counsel and RTD's Counsel. Unless such notification or amendment materially alters any portion of Section II(A)-(C), or unless otherwise ordered by the Court, it can be made without notice to Class Members. There are no other representations or warranties between the Settling Parties relating to the subject matter of this Settlement Agreement that are not contained in this Settlement Agreement or that are being relied upon by either party to this Settlement Agreement.

J. Extensions.

The Parties, through their counsel, may agree to any reasonable extensions of time in connection with provisions of this Settlement Agreement. Such extensions must be in writing to be enforceable. However, to the extent a requested extension of time is material to the rights and benefits of the Settlement Class Members, the Parties shall seek the Court's approval of any such requested extensions.

K. Further Assurances.

The Parties agree that upon the request of any one of them, they will execute and deliver such further documents and undertake such further action as may reasonably be required to effect any of the agreements and covenants contained in this Settlement Agreement.

L. Mutually Drafted.

This Settlement Agreement is the product of negotiations between the Parties and shall be given fair interpretation. Each of the Parties hereto expressly acknowledges that this Settlement Agreement was, and shall be deemed to have been, mutually prepared, drafted, and negotiated, such that the rule of construction that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Settlement Agreement.

M. No Admissions.

This Settlement Agreement shall in no event be construed or deemed to be evidence or an admission or a concession on the part of any Party with respect to any claim of any fault or liability or damages.

N. Parties Bound.

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties, the Class Members, Releasees, and their respective heirs, successors, and assigns.

O. Postmarks.

Whenever a Class Member is required to provide notice or submit materials by a certain date, the notice or submission shall be timely only if it is postmarked on or before the date it is due and is in fact received by the intended recipient within ten days thereafter. Notwithstanding the foregoing, however, objections to the Settlement Agreement and notices of appearance must be actually delivered to and received by the intended recipient on or before the date they are due.

P. Tax Obligations.

By virtue of this Settlement Agreement, RTD and its counsel express no advice, belief, or opinion regarding the tax consequences, if any, of any payment made in connection with this Settlement Agreement.

Q. Term.

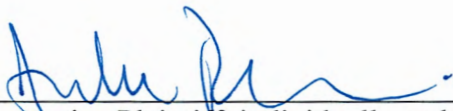
The term of this Settlement Agreement shall be five (5) years from the Final Settlement Date or the date on which all disputes raised pursuant to Section X hereof shall be resolved, whichever is latest.

R. Unambiguous Contract.

This Settlement Agreement was drafted by counsel for the Parties at arm's length and its terms are clear and unambiguous. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, its intent, or the circumstances under which it was made or executed.

I, the undersigned, have fully read and understand the terms of the foregoing Settlement Agreement, have had ample opportunity to consult with my legal counsel regarding the scope and meaning of this Settlement Agreement, and being fully advised, freely and voluntarily execute and agree to this Settlement Agreement. I represent and warrant that I am authorized and have legal capacity to execute and deliver this Agreement, and that the Agreement is a valid and legal agreement that is binding and enforceable in accordance with its terms.

JULIE REISKIN



Representative Plaintiff, individually and on behalf of the Settlement Class

Date: 10/27/16

JON JAIME LEWIS

Plaintiff

Date: _____

WILLIAM JOE BEAVER

Representative Plaintiff, individually and on behalf of the Settlement Class

Date: _____

DOUGLAS HOWEY

Representative Plaintiff, individually and on behalf of the Settlement Class

Date: _____

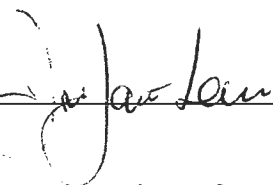
I, the undersigned, have fully read and understand the terms of the foregoing Settlement Agreement, have had ample opportunity to consult with my legal counsel regarding the scope and meaning of this Settlement Agreement, and being fully advised, freely and voluntarily execute and agree to this Settlement Agreement. I represent and warrant that I am authorized and have legal capacity to execute and deliver this Agreement, and that the Agreement is a valid and legal agreement that is binding and enforceable in accordance with its terms.

JULIE REISKIN

Representative Plaintiff, individually and on behalf of the Settlement Class

Date: _____

JON JAIME LEWIS

Plaintiff 

Date: 10-25-16

WILLIAM JOE BEAVER

Representative Plaintiff, individually and on behalf of the Settlement Class

Date: _____

DOUGLAS HOWEY

Representative Plaintiff, individually and on behalf of the Settlement Class

Date: _____

I, the undersigned, have fully read and understand the terms of the foregoing Settlement Agreement, have had ample opportunity to consult with my legal counsel regarding the scope and meaning of this Settlement Agreement, and being fully advised, freely and voluntarily execute and agree to this Settlement Agreement. I represent and warrant that I am authorized and have legal capacity to execute and deliver this Agreement, and that the Agreement is a valid and legal agreement that is binding and enforceable in accordance with its terms.

JULIE REISKIN

Representative Plaintiff, individually and on behalf of the Settlement Class

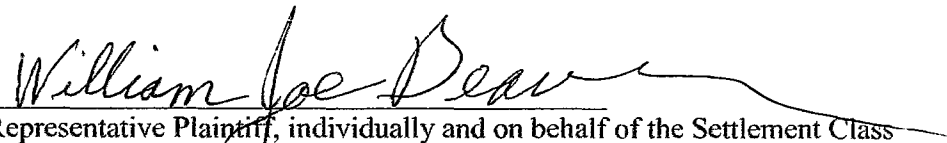
Date: _____

JON JAIME LEWIS

Plaintiff

Date: _____

WILLIAM JOE BEAVER



Representative Plaintiff, individually and on behalf of the Settlement Class

Date: 10/27/16

DOUGLAS HOWEY

Representative Plaintiff, individually and on behalf of the Settlement Class

Date: _____

I, the undersigned, have fully read and understand the terms of the foregoing Settlement Agreement, have had ample opportunity to consult with my legal counsel regarding the scope and meaning of this Settlement Agreement, and being fully advised, freely and voluntarily execute and agree to this Settlement Agreement. I represent and warrant that I am authorized and have legal capacity to execute and deliver this Agreement, and that the Agreement is a valid and legal agreement that is binding and enforceable in accordance with its terms.

JULIE REISKIN

Representative Plaintiff, individually and on behalf of the Settlement Class

Date: _____

JON JAIME LEWIS

Plaintiff

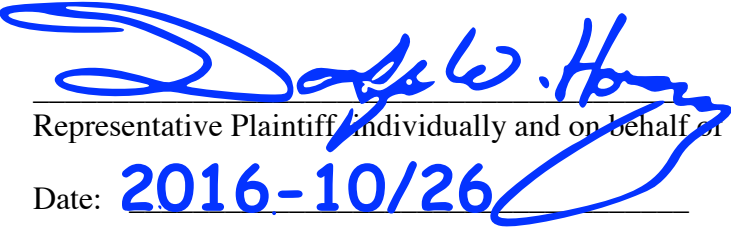
Date: _____

WILLIAM JOE BEAVER

Representative Plaintiff, individually and on behalf of the Settlement Class

Date: _____

DOUGLAS HOWEY



Representative Plaintiff, individually and on behalf of the Settlement Class

Date: **2016-10/26** _____

DIANA MILNE

Diana Milne
Plaintiff

Date: 11-8-16

TINA MCDONALD

Representative Plaintiff, individually and on behalf of the Settlement Class

Date: _____

JOSÉ TORRES-VEGA

Plaintiff

Date: _____

RANDY KILBOURN

Representative Plaintiff, individually and on behalf of the Settlement Class

Date: _____

JOHN BABCOCK

Plaintiff

Date: _____

DIANA MILNE

Plaintiff

Date: _____

TINA MCDONALD



Representative Plaintiff, individually and on behalf
of the Settlement Class

Date: 10/28/2016

JOSE TORRES-VEGA

Plain tiff

Date: _____

RANDY KILBOURN

Representative Plaintiff, individually and on behalf of the Settlement Class

Date: _____

JOHN BABCOCK

Plaintiff

Date: _____

DIANA MILNE

Plaintiff

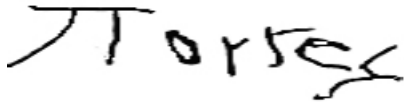
Date: _____

TINA MCDONALD

Representative Plaintiff, individually and on behalf of the Settlement Class

Date: _____

JOSÉ TORRES-VEGA



Plaintiff

Date: 10/27/2016

RANDY KILBOURN

Representative Plaintiff, individually and on behalf of the Settlement Class

Date: _____

JOHN BABCOCK

Plaintiff

Date: _____

DIANA MILNE

Plaintiff

Date: _____

TINA MCDONALD

Representative Plaintiff, individually and on behalf of the Settlement Class

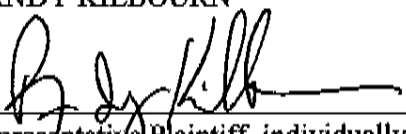
Date: _____

JOSÉ TORRES-VEGA

Plaintiff

Date: _____

RANDY KILBOURN



Representative Plaintiff, individually and on behalf of the Settlement Class

Date: 11/10/16

JOHN BABCOCK

Plaintiff

Date: _____

DIANA MILNE

Plaintiff

Date: _____

TINA MCDONALD

Representative Plaintiff, individually and on behalf of the Settlement Class

Date: _____

JOSÉ TORRES-VEGA

Plaintiff

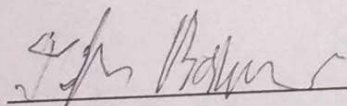
Date: _____

RANDY KILBOURN

Representative Plaintiff, individually and on behalf of the Settlement Class

Date: _____

JOHN BABCOCK



Plaintiff

Date: 11-9-2016

KIMBERLEY JACKSON



Plaintiff

Date: 10/31/16

PAULINA BLACK

Plaintiff

Date: _____

RUTHIE MCNAIR

Plaintiff

Date: _____

VRLINA NOZLIÇ

Plaintiff

Date: _____

CHRIS QUINLAN

Plaintiff

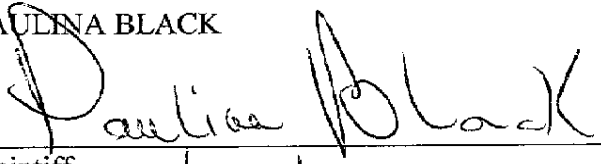
Date: _____

KIMBERLEY JACKSON

Plaintiff

Date: _____

PAULINA BLACK



Plaintiff

Date: 10/26/16

RUTHIE MCNAIR

Plaintiff

Date: _____

VRLINA NOZLIÇ

Plaintiff

Date: _____

CHRIS QUINLAN

Plaintiff

Date: _____

KIMBERLEY JACKSON

Plaintiff

Date: _____

PAULINA BLACK

Plaintiff

Date: _____

RUTHIE MCNAIR

Ruthie M. McNaair

Plaintiff

Date: 11/8/16

VRLINA NOZLIÇ

Plaintiff

Date: _____

CHRIS QUINLAN

Plaintiff

Date: _____

KIMBERLEY JACKSON

Plaintiff

Date: _____

PAULINA BLACK

Plaintiff

Date: _____

RUTHIE MCNAIR

Plaintiff

Date: _____

VRLINA NOZLIĆ

Vrlina Nožlić (VRLINA NOŽLIĆ)
Plaintiff

Date: 10/26/16

CHRIS QUINLAN

Plaintiff

Date: _____

KIMBERLEY JACKSON

Plaintiff

Date: _____

PAULINA BLACK

Plaintiff

Date: _____

RUTHIE MCNAIR

Plaintiff

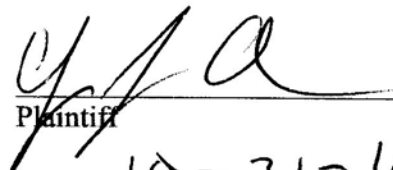
Date: _____

VRILINA NOZLIC

Plaintiff

Date: _____

CHRIS QUINLAN



Plaintiff

Date: 10-31-16

CHERYL QUINLAN



Plaintiff

Date: 10-31-16

ELAINE CULPEPPER

Plaintiff

Date: _____

KEVIN GRIMSINGER

Plaintiff

Date: _____

Approved as to Legal Form for Plaintiffs:

Class Counsel

CHERYL QUINLAN

Plaintiff

Date: _____

ELAINE CULPEPPER

Elaine Culpepper
Plaintiff

Date: Nov 1, 2016

KEVIN GRIMSINGER

Plaintiff

Date: _____

Approved as to Legal Form for Plaintiffs:

Class Counsel

CHERYL QUINLAN

Plaintiff

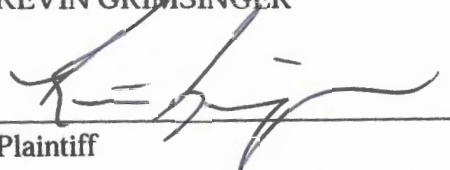
Date: _____

ELAINE CULPEPPER

Plaintiff

Date: _____

KEVIN GRIMSINGER



Plaintiff

Date: Oct 31, 2016

Approved as to Legal Form for Plaintiffs:

Class Counsel

CHERYL QUINLAN

Plaintiff

Date: _____

ELAINE CULPEPPER

Plaintiff

Date: _____

KEVIN GRIMSINGER

Plaintiff

Date: _____

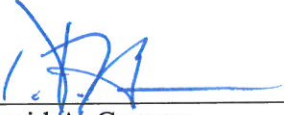
Approved as to Legal Form for Plaintiffs:



Class Counsel

REGIONAL TRANSPORTATION DISTRICT

By:

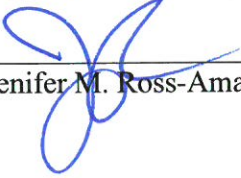


David A. Genova
General Manager and CEO

Date:

10.31.16

Approved as to Legal Form for RTD:



Jenifer M. Ross-Amato, Deputy General Counsel

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No.: 14-cv-03111-CMA-KLM

JULIE REISKIN *et al.*, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

REGIONAL TRANSPORTATION DISTRICT,

Defendant.

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
CERTIFICATION OF A CLASS FOR SETTLEMENT PURPOSES ONLY AND
PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

IT IS HEREBY ORDERED that Plaintiffs' Unopposed Motion for Certification of a Class for Settlement Purposes Only and Preliminary Approval Of Settlement Agreement And Order Unopposed Motion for Preliminary Approval of Class Action Settlement Agreement and for Fairness Hearing ("Motion") (ECF No. __) is GRANTED.

For the reasons set forth in the Motion and below, this Court hereby grants preliminary approval of the Settlement Agreement among the Parties, filed with this Court as Exhibit __ to Plaintiffs' Motion (ECF No. __). Given the procedural posture of this case, the Settlement Agreement is fair and reasonable, and therefore:

- This Court certifies the proposed class for settlement purposes only. The class definition meets all purposes needed for the class in this case.

EXHIBIT A

- This Court appoints Representative Plaintiffs as the representatives of the Class.
This Court finds the Representative Plaintiffs reflect all necessary requirements to be representatives of both the other Plaintiffs in this case and meet the definition of Settlement Class Members set forth in the Settlement Agreement. This definition meets all Due Process requirements of the United States Constitution.
- This Court appoints Kevin Williams and Andrew Montoya of the Colorado Cross-Disability Coalition as Class Counsel. They each meet all the necessary qualifications of Class Counsel in this case.
- This Court GRANTS approval of the Notice of Class Settlement, collectively attached as Exhibits D and E to the Settlement Agreement, and authorizes the proposed Class Notice and Notice Procedures described herein.
- The Settlement Agreement meets all requirements of Fed. R. Civ. P. 23 and the Due Process requirements of the United States Constitution.
- This Court hereby enjoins all Settlement Class Members from initiating or prosecuting any litigation relating to the claims resolved by the Settlement Agreement against RTD pending the Court's entry of Final Order and Judgment.

Accordingly, the Court sets the following deadlines and FURTHER ORDERS that:

- CAFA Notice shall be completed on or before _____, 2016. [*10 business days after execution of settlement agreement*]
- Class Notice Procedures shall commence within 14 calendar days of entry of this Preliminary Approval Order.

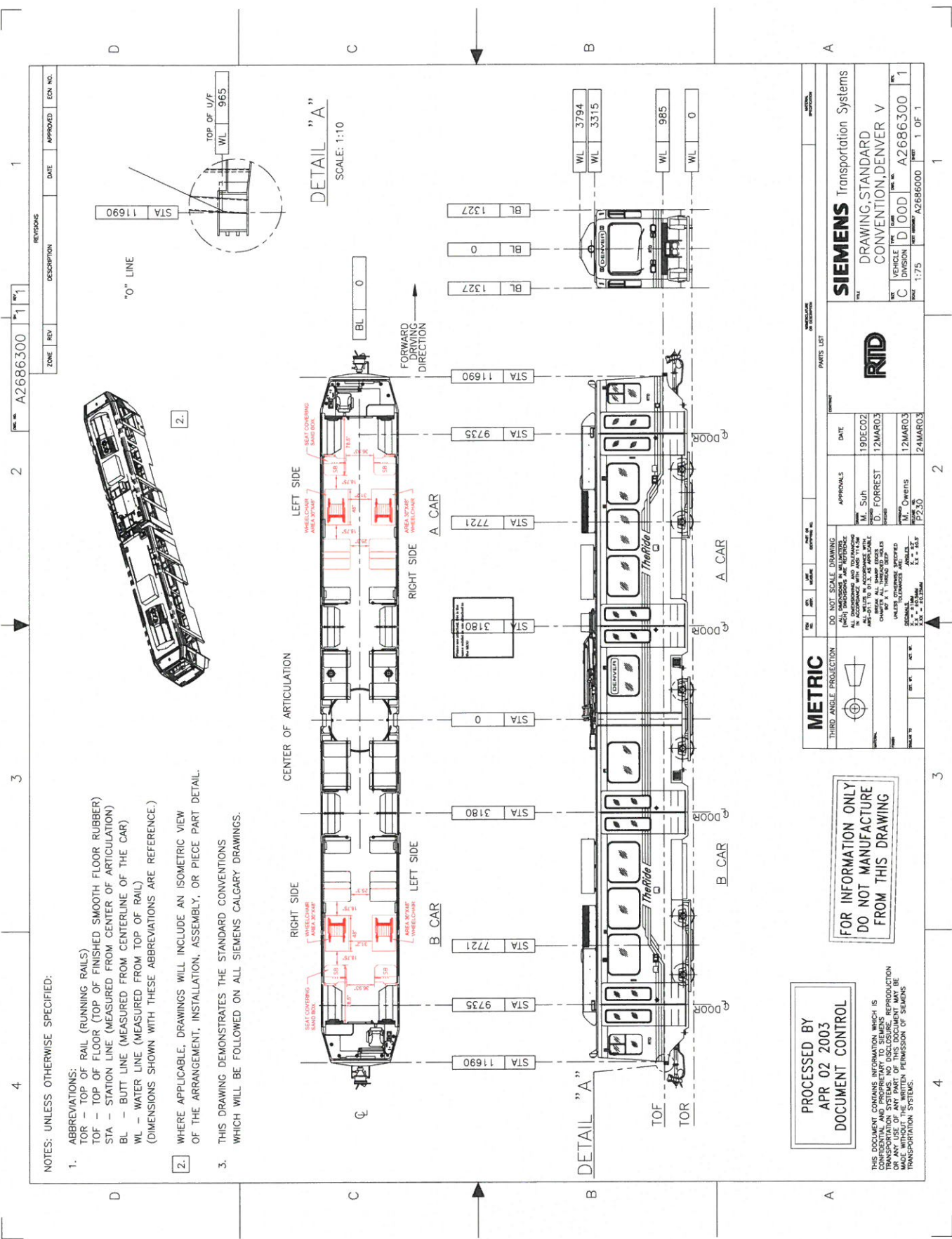
- Class members shall submit requests for exclusion no later than 30 days after the commencement of Class Notice Procedures.
- Plaintiffs' Motion for Attorneys' Fees is due one week prior to the deadline for objections to the Settlement Agreement.
- Class members shall submit objections, if any, to the Settlement Agreement on or before no later than 60 days after the commencement of Class Notice Procedures.
- Plaintiffs' Motion for Final Approval of the Settlement Agreement is due no later than _____, 2016. [*Two weeks prior to the Final Approval Hearing*]
- The Court sets the following date of _____, 2016, at _____.m. for a hearing on Class Counsel's Unopposed Motion for Attorneys' Fees and Costs.
- The Court sets the following date _____, 2016, at _____.m. for a hearing on Plaintiffs' Motion for Final Approval.

IT IS SO ORDERED.

DATED: _____.

BY THE COURT:

Christine M. Arguello
United States District Judge



METRIC		PARTS LIST		SIEMENS Transportation Systems	
THIRD ANGLE PROJECTION	DO NOT SCALE DRAWING	DATE	APPROVALS	DRAWING: STANDARD	
	ALL DIMENSIONS AND TOLERANCES ARE IN MILLIMETERS (INCHES) UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.	19DEC02	M. Suh	CONVENTION, DENVER V	
FOR INFORMATION ONLY DO NOT MANUFACTURE FROM THIS DRAWING		12MAR03	D. FORREST	VEHICLE DIVISION	
PROCESSED BY APR 02 2003 DOCUMENT CONTROL		12MAR03	M. Owens	A2686300	
THIS DOCUMENT CONTAINS INFORMATION WHICH IS THE PROPERTY OF SIEMENS CORPORATION. NO DISCLOSURE, REPRODUCTION OR ANY USE OF ANY PART OF THIS DOCUMENT MAY BE MADE WITHOUT THE WRITTEN PERMISSION OF SIEMENS CORPORATION.		24MAR03	P230	1 OF 1	

EXHIBIT B





NOTICE OF CLASS ACTION SETTLEMENT INVOLVING:

All Persons in Colorado who are qualified individuals with disabilities, who use wheelchairs (as that term is defined by 49 C.F.R. § 37.3), and who have used, currently use, or may in the future use the Regional Transportation District's Light Rail Service ("Class").

Class action litigation against the Regional Transportation District ("RTD") has been pending in the United States District Court for the District of Colorado in Case No. 14-cv-03111-CMA-KLM (the "Action"). The Parties have reached a proposed class settlement ("Settlement"), which the Court has preliminarily approved. The Court has certified the Class for settlement purposes only and authorized this Notice.

THIS SETTLEMENT MAY AFFECT YOUR RIGHTS

Please take notice the Court will hold a hearing on [date] at [time] at the Alfred A. Arraj United States Courthouse, 901 19th Street, Denver Colorado 80294, before the Honorable Judge Christine Arguello to determine: (1) whether the Settlement should be finally approved as fair, reasonable, and adequate; (2) whether the case should be dismissed with prejudice; (3) whether Class members should be bound by the terms and provisions, including the releases, set forth in the Settlement; (4) whether the Class members should be permanently enjoined from, among other things, commencing any other lawsuit or other proceeding relating to the claims, facts, or circumstances in this Action; and (5) whether Class Counsel's application of an award of attorneys' fees and costs should be approved.

For details, please see [website] for a complete copy of the proposed class settlement agreement or use the QR code below:

[QR Code]

If you are a member of the Class, you have the right to exclude yourself from this Settlement by sending a written request for exclusion to Class Counsel and RTD's Counsel no later than [date/time]. You also have the right to object to this Settlement by filing written objections with the Court no later than [date/time].

Please do not contact the Court or Court Clerk with questions about this Settlement. If you have questions, please contact Class Counsel at:

Kevin W. Williams, Esq.
Andrew C. Montoya, Esq.
Colorado Cross-Disability Coalition
1385 South Colorado Boulevard, Suite 610-A
Denver, CO 80222
720-336-3584 (Williams); 720-336-1036 (Montoya)
kwilliams@ccdconline.org; amontoya@ccdconline.org

For purposes of any requests for exclusion, RTD's Counsel should be contacted at:

Jenifer M. Ross-Amato, Esq.	Michael D. Plachy, Esq.
Mindy Swaney, Esq.	Jessica L. Fuller, Esq.
Regional Transportation District	Lewis Roca Rothgerber Christie LLP
1600 Blake Street	One Tabor Center, Suite 3000
Denver, CO 80202	1200 Seventeenth Street
	Denver, CO 80202

Dear [Disability Rights Organization],

PLEASE TAKE NOTICE that class action litigation against the Regional Transportation District (“RTD”) has been pending in the United States District Court for the District of Colorado in Case No. 14-cv-03111-CMA-KLM (the “Action”). The Parties have reached a proposed class settlement (“Settlement”), which the Court has preliminarily approved. The Court has certified the Class for settlement purposes only and authorized this Notice. RTD hereby requests that you post this Notice on your organization’s bulletin board for at least thirty (30) business days.

NOTICE OF CLASS ACTION SETTLEMENT INVOLVING:

All Persons in Colorado who are qualified individuals with disabilities, who use wheelchairs (as that term is defined by 49 C.F.R. § 37.3), and who have used, currently use, or may in the future use the Regional Transportation District’s Light Rail Service (“Class”).

THIS SETTLEMENT MAY AFFECT YOUR RIGHTS

Please take notice the Court will hold a hearing on [date] at [time] at the Alfred A. Arraj United States Courthouse, 901 19th Street, Denver Colorado 80294, before the Honorable Judge Christine Arguello to determine: (1) whether the Settlement should be finally approved as fair, reasonable, and adequate; (2) whether the case should be dismissed with prejudice; (3) whether Class members should be bound by the terms and provisions, including the releases, set forth in the Settlement; (4) whether the Class members should be permanently enjoined from, among other things, commencing any other lawsuit or other proceeding relating to the claims, facts, or circumstances in this Action; and (5) whether Class Counsel’s application of an award of attorneys’ fees and costs should be approved. For details, please see [website] for a complete copy of the proposed class settlement agreement or use the QR code below:

[QR Code]

If you are a member of the Class, you have the right to exclude yourself from this Settlement by sending a written request for exclusion to Class Counsel and RTD’s Counsel no later than [date/time]. You also have the right to object to this Settlement by filing written objections with the Court no later than [date/time].

Please do not contact the Court or Court Clerk with questions about this Settlement. If you have questions, please contact Class Counsel at:

Kevin W. Williams, Esq.
Andrew C. Montoya, Esq.
Colorado Cross-Disability Coalition
1385 South Colorado Boulevard, Suite 610-A
Denver, CO 80222
720-336-3584 (Williams); 720-336-1036 (Montoya)

For purposes of any requests for exclusion, RTD’s Counsel should be contacted at:

Jenifer M. Ross-Amato, Esq.
Mindy Swaney, Esq.
Regional Transportation District
1600 Blake Street
Denver, CO 80202

Michael D. Plachy, Esq.
Jessica L. Fuller, Esq.
Lewis Roca Rothgerber Christie LLP
One Tabor Center, Suite 3000
1200 Seventeenth Street
Denver, CO 80202

EXHIBIT E

List of Organizations to Receive Mailed Notice

Center for People with Disabilities
1675 Range Street
Boulder, CO 80301

Center for People with Disabilities (CPWD Satellite)
25 Garden Center, Suite 1
Broomfield, CO 80020

Atlantis Community, Inc.
201 South Cherokee Street
Denver, CO 80223

Mile High Independent Living Center
110 16th Street, Suite 504
Denver, CO 80202

National Sports Center for the Disabled
Sports Authority Field at Mile High
1801 Mile High Stadium Circle, #1500
Denver, CO 80204

Denver Commission for People with Disabilities
Webb Municipal Building, 2nd Floor
201 W. Colfax Avenue, Dept. 1102
Denver, CO 80202

Disabled Resource Services
1017 Robertson Street, Unit B
Ft. Collins, CO 80524

Colorado Advisory Council for Persons with Disabilities
Post Office Box 151247
Lakewood, CO 80215

Center for People with Disabilities (CPWD Satellite)
615 North Main
Longmont, CO 80501

Center for People with Disabilities (CPWD Satellite)
10351 Grant Street
Thornton, CO 80229



RTD enhancing use of wheelchair securement area and mobility access on light rail vehicles

Denver, [XX], 2016 – The Regional Transportation District (RTD) and the Colorado Cross-Disability Coalition (CCDC) are collaborating to ensure that passengers with mobility impairments requiring devices specifically to assist with ambulation, including manual and motorized wheelchairs, scooters, and walkers, are able to easily board and maneuver inside light rail vehicles.

As a part of this effort, RTD will be altering the seating design of current and new light rail vehicles. The retrofit includes removing a set of seats next to the current wheelchair areas, which will open up the designated area for easier access. This will also provide additional standing room for passengers in light rail vehicles when not being used for mobility devices.

Within the next five years, RTD will be retrofitting all existing light rail vehicles. In addition, all new vehicles will be substantially similar in design to the retrofitted vehicles.

"We are committed to ensuring that our services are as accessible and safe as possible for all riders," said RTD General Manager and CEO David Genova. "We continue to partner with organizations that represent the ADA community to look for ways that we can improve our facilities, vehicles and services."

RTD directs light rail operators not to discriminate against disabled riders and trains operators to ensure they are aware of their obligation not to discriminate.

In addition, CCDC and class members working with CCDC have agreed to notify RTD prior to filing future litigation against RTD concerning the Americans with Disabilities Act or similar laws.

"This settlement requires that the parties meet and discuss issues before taking any adverse action," said Colorado Cross-Disability Coalition Executive Director and Plaintiff Julie Reiskin. "I am proud that we were all able to come together to find an agreeable solution for all parties that helps improve light rail services throughout the region."

About RTD

RTD's mission is to provide safe, clean, reliable, courteous, accessible and cost-effective bus and rail services in the eight-county district, and fulfills 100 million passenger trips annually. The public transit agency is creating a larger, better and more accessible system through innovation, public-private partnerships and transit-oriented communities.

About CCDC

CCDC advocates for Social Justice for people with all types of disabilities. CCDC envisions that Colorado will be the most accessible state in the nation in terms of public transportation, public accommodations and state and local government. CCDC believes that input provided by the disability community must be respected and used by state agencies.

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