

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

1. This Settlement Agreement (hereinafter “Agreement”) is entered into as of the Effective Date, as defined below in Section 3(e), by and between the following parties: Alicia Juarez (“Claimant”) and the County of Los Angeles for the purposes and on the terms specified herein. Claimant and County are at times referred to collectively herein as “the Parties.”

2. This Settlement Agreement is based on the following facts:
 - a. County operates various Jails in the County of Los Angeles through its Los Angeles County Sheriff’s Department (“LASD”). Through certain LASD Webpages, the County provides the public with information about LASD and its services, including its Jails, along with the ability to find inmate information and schedule visits with inmates.

 - b. Claimant Alicia Juarez has a visual impairment, and has a disability within the meaning of the Americans with Disabilities Act (“ADA”), Section 504 of the Rehabilitation Act of 1973 (“504”), and the laws of the State of California.

 - c. A dispute has arisen between Claimant and County concerning the extent to which the County is legally obligated to ensure that LASD Webpages, including its Inmate Information Center and Inmate Visiting Scheduling System are accessible to Persons with Visual Impairments (“the Dispute”).

 - d. On or about January 16, 2014, Claimant notified the County about the Dispute and offered to engage in Structured Negotiations, in lieu of litigation, to resolve the Dispute. On April 18, 2014, the Parties executed a Structured Negotiations Agreement to protect the interests of all Parties during those negotiations. Since executing that agreement, the Parties have engaged in good faith negotiations and shared relevant information regarding the Dispute. The Parties now enter into this Settlement Agreement in order to

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resolve the Dispute and to avoid the burden, expense, and risk of potential litigation.

- e. The objective of the parties in entering into this Agreement is to ensure that LASD Webpages, including its Inmate Information Center and Inmate Visiting Scheduling System are accessible to and usable by Persons with Visual Impairments.
- f. This Agreement is subject to the approval of the County of Los Angeles Claims Board.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the mutual covenants set forth herein, the Parties agree as follows:

3. **Definitions**

As used in this Settlement Agreement, the following terms will have the meanings defined below:

- a. "Accessible PDF" means a PDF document that satisfies WCAG 2.0 Conformance Level AA Success Criteria.
- b. "Claimant's Counsel" means Disability Rights California and the Law Office of Lainey Feingold, and the attorneys practicing law therein.
- c. "Complaint(s)" means written or oral reasonable accommodation requests, grievances, or other requests or complaints about accessibility of LASD Webpages.
- d. "Compliance Date" means 180 days from the Effective Date.
- e. "Effective Date" means the date that this Agreement is approved by the County of Los Angeles Claims Board.
- f. "Jail" or "Jail Settings" means any custody facility under LASD authority and control, including facilities at LASD stations and substations.

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- g. “LASD Webpages” means LASD owned, operated, or controlled webpages that allow the public to obtain information about LASD and its services, including its Jails, along with the ability to find inmate information and schedule visits with inmates. These webpages include LASD’s main website (<http://sheriff.lacounty.gov/wps/portal/lasd>), Inmate Information Center (<http://www.visit.lasd.org/app>), and Inmate Visiting Scheduling System (<http://www.visit.lasd.org/app>).
- h. “Person(s) with a Visual Impairment” means any person who has a physical, mental, or sensory impairment that limits him or her in the major life activity of seeing.
- i. “Will” refers to a mandatory obligation of the Parties.

4. **Term**

The term of this Settlement Agreement will commence as of the Effective Date and remain in effect through one (1) year from the Compliance Date.

5. **Provision of Website Accessibility**

The County will complete the obligations of this Agreement below by the Compliance Date, including Sections 5 through 9, unless a different date is specifically provided.

a. **Access Standard**

The County will ensure that LASD Webpages comply with the Web Content Accessibility Guidelines (WCAG) 2.0, Conformance Level AA Success Criteria (“Access Standard”) by Compliance Date. The Parties acknowledge that some WCAG Conformance Level AA Success Criteria (“Success Criteria”) address features or design elements that may not be used on LASD Webpages, and in such circumstances compliance with those Success Criteria will not be required.

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b. **CAPTCHAs**

County must ensure that any Completely Automated Public Turing Test to Tell Computers and Humans Apart or similar visual or textual Turing or reverse-Turing verification test (referred herein as "CAPTCHA") or an alternative security measure is usable by and accessible to Persons with Visual Impairments.

c. **PDF Documents**

County must ensure that all PDF documents posted on the LASD Webpages are Accessible PDFs, which are searchable and can be accessed by people using JAWS and other screen-reader technology.

d. **LASD Webpages Accessibility Statement**

- i. LASD will create a statement regarding Accessibility on the LASD website ("Statement") which will include (i) a statement of the Access Standard and LASD's commitment to use it; (ii) a statement of LASD's commitment to integrate accessibility into LASD Webpages; (iii) a designated person(s) or position title of a person responsible for policy implementation of this Settlement Agreement.

e. **Designated Person for Implementation**

LASD will designate a person(s) or title of the person(s) responsible for policy implementation and implementation of this Settlement Agreement within thirty (30) days of the Effective Date. LASD will train the designated person(s) regarding the requirements of the Agreement and ADA requirements regarding effective communication and reasonable accommodations within thirty (30) days of designation.

f. **Removal of LASD "Text-Only" Site**

As of the Compliance Date, County must remove from the

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Internet the separate “Text-Only” site available through a link on <http://sheriff.lacounty.gov/wps/portal/lasd>.

6. **Accessibility Consultant and Usability Testing**

a. **Accessibility Consultant**

Within thirty (30) days of the Effective Date, the County will retain Ron Hicks of Knowbility.org (or outside consultant mutually agreeable to the Parties) to assist the developers of the LASD Webpages in substantially complying with the Access Standard as required by this Settlement Agreement.

b. **Usability Testing**

- i. Usability Testing On or Before the Compliance Date. At least once on or before the Compliance Date set forth in Section 5(a). LASD’s Consultant will arrange for usability testing consistent with industry standards with a cross-section of Persons with Visual Impairments, including Claimant, using different types of devices, assistive technology, browsers, and operating systems to ensure that the website is compliant with the Access Standard. LASD in good faith, will consider feedback provided through the usability testing process and work to resolve any issues that may arise. LASD will provide Claimant’s Counsel copies of any usability testing reports or results, within 10 business days of the receipt of the reports or results.
- ii. Claimant Feedback on LASD Webpages After Compliance Date. Throughout the term of this Settlement Agreement, the Claimant will be able to provide her feedback to LASD regarding the accessibility and usability of the LASD Webpages. LASD will, in good faith, consider feedback from

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Claimant regarding the accessibility and usability of the LASD Webpages.

LASD will, in good faith, consider the usability testing results and other feedback (collectively “feedback”) provided pursuant to Section 6(b)(i) and 6(b)(ii) that is consistent with the terms of this Settlement Agreement and incorporate feedback, and work to resolve any issues that may arise as appropriate.

7. **Accessibility Information Page on the LASD Webpages**

- a. No later than Compliance Date, LASD must post an Accessibility Information Page on the LASD Webpages. The Page will include: (i) a statement of LASD’s commitment to the Access Standard for the LASD Webpages; (ii) a summary of LASD’s Webpages Accessibility Statement as set forth in Paragraph 5.d.i.; and (iii) a web-based (or e-mail) and telephone-based method for Persons with Visual Impairments to contact LASD regarding accessibility concerns.

8. **Alternative Method for Jail Visits Prior to Compliance**

Within 30 days of the Effective Date of this Agreement, and until LASD is in compliance with the requirements of Sections 5 through 9, LASD will provide Persons with Visual Impairments, including Claimant, with a timely and effective alternative method for arranging visits to Jail residents, and will post on its website within 30 days of the Effective Date information about how such visits can be arranged. If the LASD Webpages become inaccessible any time after compliance but during the Term of the Agreement, LASD will utilize the alternative method to arrange visits to Jail residents.

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9. **Training and Instructional Material**

To ensure effective implementation of this Settlement Agreement, LASD will provide appropriate instructional material and training to designated staff as set forth herein, by the Compliance Date.

a. **Telephone and Public-Facing Staff**

LASD will inform all LASD personnel who interact with the public in-person or via telephone of these provisions. LASD will also provide appropriate information and instruction to all such staff regarding the terms of the Website Accessibility Statement. Briefings, bulletins, and other written policies regarding Web Accessibility and ADA compliance will be provided to such LASD personnel as developed, and on a recurrent basis as necessary.

b. **Web Development Staff**

County must provide appropriate information and instruction to all LASD personnel who are involved in web content generation and any development staff responsible to enable them to ensure that the LASD Webpages meet the Access Standard as provided for in this Agreement. County must also provide appropriate information and instruction to all such staff regarding the terms of the Website Accessibility Statement. Briefings, bulletins, and other written policies regarding Web Accessibility and ADA compliance must also be provided to such LASD personnel as developed and on a recurrent basis as necessary.

c. **Refresher Information**

County must provide refresher information as reasonably necessary and will provide appropriate information and instruction to new staff under Sections 9(a) and 9(b).

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10. **Joint Statement**

The Parties will mutually agree on a Joint Statement to be issued by Plaintiff on or around the Effective Date. Any public statements by the Parties regarding the terms of this Settlement Agreement will be consistent with agreed upon Joint Statement.

11. **Information to Public**

All "Jails" and "Jail Settings" will maintain and provide information about web-based (or e-mail) and telephone-based method for Persons with Visual Impairments to contact LASD regarding web accessibility concerns.

12. **Dispute Resolution**

a. **Enforcement of LASD Webpages Accessibility, Provisions.**

- i. The procedures set forth in Sections 12(a) must be exhausted in the event that Claimant alleges that County has failed to meet its obligations pursuant to Sections 5 through 9 of this Agreement.
- ii. Claimant will notify County, through its counsel of record Collins Collins Muir + Stewart, LLP, in writing if she believes there is a page or a posted document on County's LASD Webpages that does not meet the Access Standard, or she believes the County fails to otherwise comply with its obligations in Sections 5 through 9.
- iii. Within 15 business days of County receiving notice as described in Section 12(a)(ii), County and/or its counsel of record must respond to the Notice in writing (including via email) to acknowledge receipt of the Notice. Within 30 calendar days of Claimant's receipt of this initial response from County, the Parties will meet by telephone in an attempt to informally resolve the

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issue, which may include the involvement of the Accessibility Consultant at any party's request.

- iv. Should the Parties thereafter have a dispute regarding an issue raised in a notice given under Section 13(a), the dispute will be handled pursuant to the procedures set forth in Sections 12(b), below.

b. **Notice of Non-Compliance**

- i. If a party believes that any other party has not complied with any provision of the Agreement (including Sections 6 and 7, after exhausting the procedures set forth in Section 12(a)), that party will provide the other party with Notice of Non-Compliance containing the following information: (i) the alleged act of non-compliance; (ii) a reference to the specific provision(s) of the Settlement Agreement that are involved; (iii) a statement of the remedial action sought by the initiating party; and (iv) a brief statement of the specific facts, circumstances and legal argument supporting the position of the initiating party.
- ii. **Response**
Within 15 business days of receipt of a Notice provided pursuant to Section 12(b), the non-initiating party will respond to the initiating party in writing (including via email) to acknowledge receipt of the Notice.
- iii. **Meet and Confer**
Within 30 calendar days after the initial response described above (Section 12(b)(ii)), the Parties will informally meet and confer and attempt in good faith to resolve the issues raised in the Notice. During the Meet and Confer, the Parties can discuss whether Mediation would be worthwhile in resolving the dispute.

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- c. Claimant agrees not to file any litigation to enforce this Agreement until the dispute resolution process in 12(a) and 12(b) has been completed and then only if the alleged violations or noncompliance have not been corrected as a result of dispute resolution effort by the Parties, or if there have been repeated occurrences of non-compliance causing undue delay in LASD complying with this Agreement.

13. **Claimant Damages and Attorney's Fees**

Individual relief to Claimant and attorneys' fees for Claimant's counsel are set forth in Exhibit A, incorporated herein.

14. **Release**

Except as otherwise provided by this Agreement, and subject to the fulfillment of the conditions set forth in this Agreement, Claimant, for herself, her successors and assigns, hereby release and discharge County and its successors, assigns, officers, directors, and past and present agents, attorneys, and employees ("Released Parties"), from any and all claims for monetary damages, declaratory and injunctive relief based on any of the allegations raised in the January 16, 2014 letter under the ADA, Section 504 of the Rehabilitation Act of 1973, California Government Code Section 11135, and the Unruh Civil Rights Act, that arose prior to the Effective Date of this Agreement.

15. **Notice or Communication to Parties**

Any notice or communication required or permitted to be given to the Parties hereunder will be given in writing by e-mail and by overnight express mail or United States first class mail, addressed as follows:

To Claimant:
Sri Panchalam
Autumn Elliott
Disability Rights California
350 S. Bixel Street, Suite 290
Los Angeles, CA 90017

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To County of Los Angeles:
Tom Guterres
Collins Collins Muir & Stewart LLP
1100 El Centro Street
South Pasadena, CA 91030

16. Modification in Writing

No modification of this Settlement Agreement will be effective unless in writing and signed by authorized representatives of all Parties.

17. No Other Representations

Each party to this Settlement Agreement warrants that he, she or it is acting upon his, her or its independent judgment and upon the advice of his, her or its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party, other than the warranties and representations expressly made in this Settlement Agreement.

18. Settlement Agreement Has Been Read

This Settlement Agreement has been carefully reviewed by each of the Parties, and its contents are known and understood by each of the Parties. This Settlement Agreement is signed freely by each party executing it.

19. Agreement Binding on Assigns and Successors

This Settlement Agreement will bind any assigns and successors of the Parties.

20. No Admission of Liability

In entering into this Settlement Agreement, County does not admit, and specifically denies, that it has violated or failed to comply with any applicable laws.

21. Authority

The persons executing this Settlement Agreement each represent and warrant that he or she has the authority to enter into this Settlement Agreement, and to resolve the matters set forth

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therein, on behalf of the party for whom he or she is executing this Settlement Agreement, and that no further approval is necessary in order for this Settlement Agreement to be binding on the party for whom he or she is executing.

22. **Integrated Agreement**

This Settlement Agreement constitutes the entire agreement between the Parties relating to the subject matters addressed therein and supersedes any prior agreements or understandings between them relating to the subject matter hereof. This Settlement Agreement may not be modified or amended unless such modifications or amendment is agreed in writing by authorized representatives of the Parties.

23. **Rules of Construction**

Each party and his, her, or its legal counsel have reviewed and participated in the drafting of this Settlement Agreement; and any rule of construction to the effect that ambiguities are construed against the drafting party will not apply in the interpretation or construction of this Settlement Agreement. Section titles used herein are intended for reference purposes only and are not to be construed as part of this Settlement Agreement. The Recitals are integral to the construction and interpretation of this Settlement Agreement and are therefore incorporated into this Settlement Agreement in their entirety.

24. **Governing Law**

The interpretation and enforcement of this Settlement Agreement will be governed by the laws of the State of California.

25. **Multiple Originals/Execution in Counterparts**

Each party and Claimant's Counsel will sign one (1) original copy of this Settlement Agreement. This Settlement Agreement may be executed in counterparts and facsimile and PDF signatures will be accepted as original but all of which will constitute one and the same instrument.

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PARTIES:

THE COUNTY OF LOS ANGELES

By:

Name

_____ Date

Title

CLAIMANT

By: Alicia Juarez

_____ Date

APPROVED AS TO FORM:

**COLLINS COLLINS MUIR +
STEWART LLP**

By: Tom Guterres,
Attorney for County of Los Angeles

_____ Date

DISABILITY RIGHTS CALIFORNIA

By: Sri Panchalam,
Attorney for Claimant

_____ Date

**LAW OFFICE OF LAINEY
FEINGOLD**

By: Lainey Feingold,
Attorney for Claimant

_____ Date