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12 *Attorneys for Plaintiffs and the Proposed*
13 *Class*

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16 OAKLAND DIVISION

18 THE CIVIL RIGHTS EDUCATION AND
19 ENFORCEMENT CENTER, on behalf of
20 itself, and ANN CUPOLO-FREEMAN,
21 RUTHEE GOLDKORN, and JULIE
22 REISKIN, on behalf of themselves and a
23 proposed class of similarly situated
24 persons,

22 Plaintiffs,

23 v.

24 RLJ LODGING TRUST,

25 Defendant.

Case No. 15-CV-00224 YGR

**AMENDED JOINT STIPULATION AND
SETTLEMENT AGREEMENT**

1 Civil Rights Education and Enforcement Center (CREEC), on behalf of itself, and Ann
2 Cupolo Freeman, Ruthee Goldkorn, and Julie Reiskin, on behalf of themselves and a proposed
3 class of similarly situated people (“Plaintiffs”), and RLJ Lodging Trust (“Defendant”), by and
4 through their respective counsel of record, agree to resolve the above-captioned case on a class
5 basis through this Amended Settlement Agreement and Joint Stipulation (“Settlement
6 Agreement”), subject to Court approval.

7 **1. PARTIES**

8 The Parties to the Settlement Agreement are as follows:

- 9 a. “Defendant” means RLJ Lodging Trust (“RLJ”), including all successors, present
10 and former parent companies, subsidiaries, divisions, concepts, related or affiliated
11 companies, shareholders, officers, directors, employees, agents, attorneys, insurers,
12 successors and assigns, and any individual or entity which could be jointly liable
13 with Defendant. RLJ is a publicly traded real estate investment trust incorporated
14 in Maryland, with its principal place of business at 3 Bethesda Metro Center, Suite
15 1000, Bethesda, Maryland.
- 16 b. “Plaintiffs” means Civil Rights Education and Enforcement Center (CREEC), Ann
17 Cupolo Freeman, Ruthee Goldkorn, and Julie Reiskin.
- 18 c. “Named Plaintiffs” or “Class Representatives” means Ann Cupolo Freeman,
19 Ruthee Goldkorn, and Julie Reiskin.
- 20 d. “The Class” or “Class Members” means all individuals who use wheelchairs or
21 scooters for mobility who, from January 15, 2013 to the date of preliminary
22 approval of the Settlement, have been denied the full and equal enjoyment of
23 transportation services offered to guests at Hotels owned and/or operated by RLJ
24 because of the lack of equivalent accessible transportation services at those Hotels.

25 **2. RECITALS**

- 26 a. As of January 15, 2015, RLJ, by and through its wholly owned subsidiaries,
27 owned approximately 150 hotels throughout the United States. Many of RLJ’s
28 hotels provide transportation services to guests.

- 1 b. Plaintiffs alleged that RLJ has violated Title III of the Americans with Disabilities
2 Act (“ADA”), Title III of the Americans with Disabilities Act, 42 U.S.C. § 12181,
3 *et seq.* (“ADA”), and the Unruh Civil Rights Act, Cal. Civ. Code § 51, *et seq.* (“the
4 Unruh Act”), by failing to provide equivalent accessible transportation to guests
5 who use wheelchairs or scooters.
- 6 c. Plaintiff Civil Rights Education and Enforcement Center (“CREEC”) is a
7 nationwide civil rights membership organization based in Denver, Colorado whose
8 mission includes, among other purposes, ensuring that persons with disabilities
9 participate in our nation’s civic life without discrimination, including in the
10 opportunity to benefit from the services provided by hotels.
- 11 d. Plaintiffs Ann Cupolo Freeman, Ruthee Goldkorn, and Julie Reiskin are persons
12 with disabilities and members of CREEC who use wheelchairs for mobility. They
13 allege that they were deterred from and denied the full and equal enjoyment of
14 transportation services offered to guests at Hotels owned and/or operated by RLJ
15 because of the lack of equivalent accessible transportation services at those Hotels.
- 16 e. Plaintiffs filed the above-captioned lawsuit in the United States District Court for
17 the Northern District of California on January 15, 2015 (“the Lawsuit”). The
18 Lawsuit seeks injunctive and declaratory relief.
- 19 f. On June 30, 2015, the Parties participated in mediation with Ret. Judge James
20 Larson at JAMS in San Francisco. The parties did not reach a resolution of the
21 Lawsuit at the mediation but continued good-faith, arms’ length negotiations over
22 a period of several months with the assistance and consultation of Judge Larson.
23 On November 5, 2015, the Parties reached an agreement intended to be a full and
24 final resolution of the Lawsuit, subject to Court approval, and entered into a
25 Memorandum of Understanding setting forth the material terms of the agreement.
26 This Settlement Agreement further formalizes the Parties’ agreement and
27 supersedes the Memorandum of Understanding.
- 28 g. By agreeing to and voluntarily entering into this Agreement, RLJ makes no

1 admission or concession, direct or indirect, express or implied, regarding
2 compliance with the ADA and Unruh Act at the Hotels.

3 **3. DEFINITIONS**

- 4 a. To the extent terms used in the Settlement Agreement are defined in 49 C.F.R.
5 parts 37 and 38, this Settlement Agreement incorporates those definitions.
- 6 b. An “RLJ Hotel” or “Hotel” is a hotel in which RLJ or one of its subsidiaries
7 currently owns a majority equity interest, or in which RLJ or one of its subsidiaries
8 acquires a majority equity interest during the term of this Agreement.
- 9 c. “EQUIVALENT ACCESSIBLE SERVICES”
- 10 i. Pursuant to 49 C.F.R. § 37.105, “EQUIVALENT ACCESSIBLE
11 SERVICES” must be equivalent to the service provided to other
12 individuals with respect to the following service characteristics:
- 13 (a) (1) Schedules/headways (if the system is fixed route);
14 (2) Response time (if the system is demand responsive);
15 (b) Fares;
16 (c) Geographic area of service;
17 (d) Hours and days of service;
18 (e) Availability of information;
19 (f) Reservations capability (if the system is demand responsive);
20 (g) Any constraints on capacity or service availability;
21 (h) Restrictions priorities based on trip purpose (if the system is demand
22 responsive).
- 23 d. A “THIRD PARTY PROVIDER” is an entity that provides transportation services
24 to guests of an RLJ Hotel using vans not leased or owned by that Hotel.
- 25 e. “DE MINIMIS”: Noncompliance with Sections 3.c.i.a of the EQUIVALENT
26 ACCESSIBLE SERVICES criteria outlined above will be considered de minimis
27 and thus not a violation of the agreement if it occurs infrequently, is temporary,
28 and is not materially longer than the time nondisabled guests are required to wait

1 for transportation services.

2 **4. POST-AGREEMENT INVESTIGATION**

- 3 a. Within 60 days upon Court granting preliminary approval, RLJ will provide the
4 following information to Plaintiffs' Counsel:
- 5 i. All RLJ Hotels that provide transportation services to guests;
 - 6 ii. Whether those transportation services are fixed route or demand
7 responsive;
 - 8 iii. Whether transportation services for disabled guests are provided via an
9 accessible van or a THIRD PARTY PROVIDER;
 - 10 iv. For fixed-route systems, the schedule on which the vehicles operate, their
11 hours of operation, and their route(s);
 - 12 v. For demand-responsive systems, their hours of operation, their geographic
13 scope, and the amount of notice non-disabled guests must give to utilize the
14 service; and
 - 15 vi. If applicable, the THIRD PARTY PROVIDER, of the transportation
16 services available to guests with disabilities, complete with specific and
17 accurate contact information; or
 - 18 vii. If applicable, for Hotels that have purportedly accessible vans, RLJ will
19 provide documentation sufficient to demonstrate that these vans meet the
20 accessibility requirements of the ADA. For such Hotels, if they provide
21 fixed-route services, RLJ shall also provide the seating capacity of those
22 vehicles. If an RLJ Hotel has both inaccessible and accessible vans, RLJ
23 need not provide documentation on the inaccessible vans.
- 24 b. Within 30 days of receipt of this information, Plaintiffs will identify to RLJ all
25 such THIRD PARTY PROVIDERS that they believe do not meet the criteria in
26 the Settlement.
- 27 c. Within 30 days of receipt of this information, Plaintiffs will identify to RLJ all
28 such vans that they believe do not meet the criteria in the Settlement.

1 d. To the extent disputes arise during this process, the Parties will use the dispute
2 resolution process outlined in Section 14 of this Agreement.

3 e. RLJ is not required to provide the above information for the following hotels:
4 Marriott Denver International Airport, Embassy Suites Irvine California,
5 Courtyard Portland City Center, and Renaissance Pittsburgh.

6 **5. PROVISION OF ACCESSIBLE TRANSPORTATION SERVICES BY HOTELS**

7 a. Provision of Accessible Transportation Services by Third Parties

8 i. Where accessible transportation services are provided by THIRD PARTY
9 PROVIDERS, each provider must comply with EQUIVALENT
10 ACCESSIBLE SERVICES criteria. In addition, each provider must meet
11 or exceed the following criteria:

12 1. Has sufficient capacity (including vans and drivers) to provide
13 transportation services that are equivalent to those provided to
14 nondisabled guests.

15 a. THIRD PARTY PROVIDERS must be able to provide
16 accessible services as set forth in the definition of
17 EQUIVALENT ACCESSIBLE SERVICES. This
18 requirement shall be subject to the good faith efforts
19 outlined at Section 5.d addressing situations in which more
20 than one guest who uses a wheelchair or scooter seeks
21 accessible transportation at the same time.

22 b. THIRD PARTY PROVIDERS must be able to provide
23 accessible services during the same hours as that provided to
24 nondisabled guests. This requirement shall be subject to the
25 good faith efforts outlined at Section 5.d addressing
26 situations in which more than one guest who uses a
27 wheelchair or scooter seeks accessible transportation at the
28 same time.

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c. For those Hotels that provide fixed route transportation services, the amount of notice required of disabled guests shall not exceed the time in between stops at the hotel by the vehicle(s) used to transport nondisabled guests as qualified by the DE MINIMIS exception. This requirement shall be subject to the good faith efforts outlined at Section 5.d addressing situations in which more than one guest who uses a wheelchair or scooter seeks accessible transportation at the same time.

- 2. Provides actual drivers, not merely rental of vans.
- 3. Provides transportation in lift-equipped vans or buses that meet the accessibility requirements of the ADA.

ii. The DE MINIMIS exception set forth in section 3.e above applies to transportation services provided by THIRD-PARTY PROVIDERS.

b. Provision of Accessible Transportation Services by the Hotel

- i. The accessible transportation services will meet EQUIVALENT ACCESSIBLE SERVICES requirements outlined above.
- ii. The transportation must be in lift-equipped vans or buses that meet the accessibility requirements of the ADA.

c. Provision of Accurate Information

- i. Hotel front desk employees and any other Hotel employees who regularly respond to telephone inquiries from guests and potential guests regarding transportation services are expected to give accurate information concerning the availability and characteristics of the accessible transportation (including EQUIVALENT ACCESSIBLE SERVICES) to guests and potential guests.
- ii. All Hotel front desk and management level employees, and any other Hotel employees who respond to telephone inquiries from guests and potential

1 guests regarding transportation services, shall be trained in the appropriate
2 way to provide information to a guest inquiring about the availability of
3 accessible transportation.

4 iii. Provision by Hotel employees of substantially inaccurate information
5 concerning the availability and characteristics of accessible transportation
6 shall trigger RLJ's obligations under Section 8 of this agreement.

7 iv. Information regarding accessible transportation shall be available on the
8 websites of all Hotels that provide transportation to guests. RLJ will have
9 90 days to implement this requirement, from Court's Final Approval of the
10 Settlement, and the requirement is subject to any restrictions or
11 requirements of the applicable hotel brand with respect to hotel websites.

12 d. Multiple guests and atypical circumstances: In the event that more than one guest
13 who uses a wheelchair or scooter requests accessible transportation at an RLJ
14 Hotel at the same time, or in the event of atypical circumstances, the Hotel shall
15 make a good faith effort to provide such transportation as promptly as possible.
16 Atypical circumstances include unusually high and temporary demand
17 requirements which limit the ability of a Hotel or third party transportation
18 company to provide services taking into account the particular market location of
19 the Hotel. Whether demand requirements on a particular day and time are
20 unusually high is determined by comparison with demand requirements typically
21 encountered on that day of the week at that time of day. Standard rush-hour
22 demand requirements are not considered atypical.

23 **6. NOTICE TO MANAGEMENT COMPANIES**

24 a. RLJ will send notice to all management companies of the Settlement Agreement
25 and the management companies' obligations under the ADA.

26 b. To the extent that the current transportation arrangements at RLJ Hotels do not
27 comply with the Settlement Agreement, this is put in the notice of the management
28 companies.

1 c. RLJ will provide Plaintiffs' Counsel with copies of all notices sent.

2 **7. MONITORING**

3 a. A third-party monitor will monitor RLJ Hotels for compliance with the ADA
4 transportation requirements. The parties have agreed upon Progressive
5 Management Resources, Inc. as the third-party monitor.

6 b. This monitoring will consist of calls based on a mutually agreed-upon set of
7 criteria to RLJ's Hotels that provide transportation to guests. During years one and
8 two of monitoring, the monitor will call not more than 50% of RLJ's Hotels
9 providing guest transportation services every four months to determine whether
10 the Hotel indicates that it has equivalent, accessible transportation. In addition,
11 during the first two years, the monitor will send a tester who uses a wheelchair or
12 scooter to not more than 15% of the Hotels who, during the telephone
13 conversations discussed above, claim to have equivalent accessible transportation
14 to confirm that the Hotel does indeed provide equivalent, accessible transportation.
15 During the third year of monitoring, the monitor will call not more than 50% of
16 RLJ's Hotels subject to continued monitoring under the criteria set forth at Section
17 7.d below, every six months, to determine whether the Hotel indicates that it has
18 equivalent, accessible transportation. In addition, during the third year of
19 monitoring, the monitor will send a tester who uses a wheelchair or scooter to not
20 more than 15% of the Hotels subject to continued monitoring under Section 7.d,
21 who, during the telephone conversations discussed above, claim to have
22 equivalent, accessible transportation. For any RLJ Hotel offering transportation
23 services via an accessible van, monitoring shall be limited to a single telephonic
24 monitoring call to occur after RLJ has provided information to Plaintiffs' Counsel
25 demonstrating that the van meets ADA accessibility requirements. The monitor
26 will provide Plaintiffs and RLJ with the results of the above monitoring.

27 i. This does not preclude Plaintiffs' Counsel from contacting and identifying
28 as noncompliant those THIRD PARTY PROVIDERS stated to be

1 equivalent, which do not meet the transportation provider criteria set forth
2 in this agreement, nor does this preclude Plaintiffs from reporting, in
3 accordance with Section 8, actual violations during any stay or deterred
4 stay at an RLJ Hotel which provides transportation services.

5 ii. The third-party monitor shall be obligated to use good faith efforts to
6 efficiently administer the monitoring program including, without
7 limitation, scheduling on-site visits sufficiently in advance and at nonpeak
8 times to minimize costs. Nothing in this agreement shall be deemed to
9 require the monitor to provide the Hotels with advance notice of visits or to
10 preclude the monitor from making last minute visits if necessary.

11 c. Additionally, the monitor will call any Hotel that, in the previous cycle, failed to
12 provide accurate information or failed to provide EQUIVALENT ACCESSIBLE
13 SERVICES. If there is a second notification, pursuant to Section 8(b), that occurs
14 as a result of this call, then the monitor will visit the Hotel. A visit under this
15 section may occur anytime during the three-year monitoring period.

16 d. During the third year of the monitoring term, the monitoring will address only
17 those Hotels that were identified as noncompliant during the previous two years of
18 monitoring. However, the third year of the monitoring shall not include any Hotel
19 where (1) noncompliance during the first two years of monitoring was limited to
20 the failure in a monitoring call to provide accurate information regarding the
21 availability and characteristics of accessible transportation services offered by the
22 Hotel or (2) RLJ has elected to purchase an accessible van and provided
23 information to Plaintiffs' Counsel demonstrating that the van meets ADA
24 accessibility requirements. If there are multiple monitoring calls in which a Hotel
25 providing guest transportation services fails to provide accurate information
26 regarding the availability and characteristics of accessible transportation services
27 offered by the Hotel, that Hotel shall be included in the third year of monitoring.
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- e. RLJ will provide at least the following information/documentation on an annual basis:
 - i. Any hotels that it has acquired or sold during the year that provide transportation services;
 - ii. Whether RLJ or any RLJ Hotel has purchased or leased any vehicles for use on its transportation systems during the year;
 - iii. All RLJ Hotels that provide transportation services to guests that have not been previously identified;
 - iv. Whether those transportation services are fixed route or demand responsive;
 - v. Whether transportation services for disabled guests are provided via an accessible van or a THIRD PARTY PROVIDER;
 - vi. For fixed-route systems, the schedule on which the vehicles operate, their hours of operation, and their route(s);
 - vii. For demand-responsive systems, their hours of operation, their geographic scope, and the amount of notice non-disabled guests must give to utilize the service; and
 - viii. If applicable, the THIRD PARTY PROVIDER, of the transportation services available to guests with disabilities, complete with specific and accurate contact information; or
 - ix. If applicable, for Hotels that have purportedly accessible vans, RLJ will provide documentation sufficient to demonstrate that these vans meet the accessibility requirements of the ADA. For such Hotels, if they provide fixed-route services, RLJ shall also provide the seating capacity of those vehicles.
- f. RLJ will pay all fees and costs charged by the third-party monitor associated with the above monitoring.

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1 **8. RLJ'S CONTINUING OBLIGATIONS**

- 2 a. To the extent that -- based on the above monitoring or reports from persons who
3 use wheelchairs or scooters -- any Hotel providing transportation services has not
4 complied with the requirements set forth in this agreement at Section 5 (Provision
5 of Accessible Services by Hotels), RLJ will notify the manager of the Hotel in
6 writing, informing the manager of its obligations under the ADA. The foregoing
7 notice will be provided to Plaintiffs' Counsel.
- 8 b. Upon the second written notice to a particular Hotel providing transportation
9 services, RLJ will notify the management company of the second violation and
10 further state that if these obligations are not met, RLJ or the management company
11 will either: (i) terminate transportation services at that Hotel, or (ii) purchase or
12 lease a lift equipped, accessible van or bus for use at that Hotel. The foregoing
13 notice will be provided to Plaintiffs' Counsel.
- 14 c. Upon any further violation at a Hotel after the second written notice above, RLJ or
15 the management company will either terminate transportation services at that
16 Hotel, will purchase or lease an accessible, lift-equipped van or bus for use at that
17 Hotel, or will take such other action to address the non-compliance as may be
18 acceptable to Plaintiffs' Counsel.
- 19 d. Future management agreements must include a requirement that the Hotel
20 managers comply with accessible transportation requirements under the ADA.

21 **9. PRELIMINARY APPROVAL, CLASS CERTIFICATION, NOTICE,**
22 **OBJECTIONS, AND FAIRNESS HEARING**

- 23 a. The Parties will stipulate to certification of a Rule 23(b)(2) class for settlement
24 purposes only.
- 25 b. The Settlement Class is defined above in Section 1.d.
- 26 c. The Class Period will be from January 15, 2013 through the date of preliminary
27 approval of the Settlement.
- 28

- 1 d. Plaintiffs anticipate moving for preliminary approval of the Settlement by the
2 District Court on or before December 7, 2015, requesting a hearing date of January
3 12, 2016, or as soon afterwards as is convenient for the Court. Plaintiffs will seek
4 to have Ann Cupolo Freeman, Ruthee Goldkorn, and Julie Reiskin appointed as
5 Class Representatives.
- 6 e. The Parties agree to the designation of Plaintiffs' Counsel as Class Counsel.
- 7 f. RLJ will not oppose the motion for preliminary approval, certification of the
8 Settlement Class, and appointment of Class Counsel.
- 9 g. Plaintiffs will submit with their motion for preliminary approval an agreed-upon
10 notice plan and form of Notice, subject to Court approval. Plaintiffs will provide
11 sufficient time for RLJ to review and comment on the notice plan and form of
12 Notice. The Notice will inform Class Members of: (1) a general description of the
13 terms of this Agreement; and (2) their right to object to the Agreement. The parties
14 will request that the Court order notice to be issued not more than 10 days after
15 preliminary approval of the Settlement ("Notice Deadline").
- 16 h. The motion for preliminary approval will propose a schedule for additional
17 deadlines and briefing, including a date for the fairness and final approval hearing
18 90 days after the grant of preliminary approval or as soon afterwards is convenient
19 for the Court, and a deadline for Plaintiffs to file a motion for final approval 35
20 days before the fairness and final approval hearing.
- 21 i. Any Class Member may object to the Agreement by filing, within 60 days after the
22 Notice Deadline set by the Court, written objections with the Clerk of the Court as
23 provided by the Court's Order of Preliminary Approval of Settlement. Responses
24 by RLJ and Class Counsel to any timely-filed objections shall be made no fewer
25 than five days before the final approval and fairness hearing as provided by the
26 Court's Order. Class Members who wish to object to Class Counsel's request for
27 attorneys' fees and costs may do so by following the same procedure as described
28 above.

1 **10. ADDITIONAL BRIEFING AND FINAL APPROVAL**

- 2 a. On or before the date ordered by the Court, Plaintiffs will file a motion for final
3 approval of the Settlement set forth in this Agreement and a memorandum in
4 support of their motion. Defendant will not oppose the motion.
- 5 b. Not later than five court days before the final approval and fairness hearing, the
6 Parties may file, jointly or separately, a reply in support of the motion for final
7 approval of the Settlement, in the event any opposition to the motion for final
8 approval has been filed. Likewise, Plaintiffs and Class Counsel may file a
9 supplemental memorandum in support of their motion for attorneys' fees and costs
10 reflecting any additional fees and costs incurred after the filing of the motion, or a
11 reply in support of their motion in the event that any opposition to their motion for
12 fees and costs has been filed. RLJ will not oppose this supplemental or reply
13 memorandum. All fees and costs are subject to paragraph 11.a. of this Agreement.
- 14 c. At or before the Final Approval Hearing, the parties shall present a Judgment for
15 the Court's entry in accordance with the terms of the Settlement. After entry of the
16 Judgment, the Court will have continuing jurisdiction over the Parties, the
17 Lawsuit, and the Settlement for purposes of enforcing the Settlement and resolving
18 disputes under the Settlement Agreement.
- 19 d. Among other things, the proposed Judgment shall attach this Agreement to be
20 entered as an order of the Court and shall provide that the Court shall retain
21 jurisdiction during the term of the Settlement Agreement to enforce its provisions
22 and to resolve disputes under the Settlement Agreement.
- 23 e. Upon filing Plaintiffs' motion for final approval of the Settlement, Plaintiffs shall
24 submit a proposed Order or Orders:
- 25 i. Approving the Settlement, adjudging the terms thereof to be fair,
26 reasonable, and adequate, and directing consummation of its terms and
27 provisions;
- 28

- 1 ii. Approving Class Counsel’s application for an award of attorneys’ fees and
- 2 reimbursement of costs; and
- 3 iii. Finally certifying the Settlement Class.

4 **11. ATTORNEYS’ FEES AND COSTS**

- 5 a. No later than 30 days after the grant of preliminary approval of the Settlement,
- 6 Class Counsel will apply to the District Court for an award of reasonable
- 7 attorneys’ fees and reasonable costs up to \$135,000. These fees and costs, subject
- 8 to Court approval, will be paid by RLJ, and will compensate Class Counsel for
- 9 work performed in connection with this Lawsuit, as well as work remaining to be
- 10 performed, including but not limited to securing Court approval of the Settlement,
- 11 ensuring that the Settlement is implemented, and monitoring and evaluating
- 12 compliance with the Settlement as set forth above. RLJ will not oppose Class
- 13 Counsel’s motion for attorneys’ fees and costs. Except as set forth in Sections 14.c
- 14 and 14.a addressing the potential award of attorney fees and costs in connection
- 15 with a motion to enforce the terms of the settlement agreement, the award of
- 16 attorneys’ fees and reasonable costs up to \$135,000 satisfies any obligation RLJ
- 17 may have to pay attorneys’ fees and costs to Class Counsel for work performed
- 18 and costs incurred after the Final Approval date.
- 19 b. RLJ shall pay the attorneys’ fees and costs awarded by the Court to Class Counsel
- 20 on the later to occur of: i) January 5, 2016; or ii) 10 days following the Court’s
- 21 grant of Final Approval of the Settlement,

22 **12. TERM OF THE AGREEMENT**

- 23 a. The Parties agree that the Term of the Agreement will be three years from the date
- 24 of the Court’s Final Approval of the Settlement.
- 25 b. RLJ’s obligations under this Agreement shall cease immediately for any Hotel
- 26 when at least a majority interest in the Hotel is sold to an unaffiliated third party.

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1 **13. MUTUAL COOPERATION**

2 a. The Parties agree to cooperate fully with each other to accomplish the terms of this
3 Settlement, including but not limited to taking such actions as may reasonably be
4 necessary to implement the terms of the Settlement. The Parties shall use their best
5 efforts, including all efforts contemplated by this Settlement and any other efforts
6 that may become necessary by order of the Court, or otherwise, to effectuate the
7 terms of the Settlement.

8 **14. DISPUTE RESOLUTION**

9 a. Plaintiffs shall promptly give written notice to counsel for RLJ if any dispute
10 arises under the settlement agreement. The notice will set forth the facts that relate
11 to the dispute. After notice is issued, Plaintiffs and RLJ shall meet and confer in a
12 good faith effort to resolve the dispute. If they are unsuccessful, Plaintiffs and RLJ
13 shall engage in a teleconference mediation of the dispute before any mediator to
14 which they mutually agree at the time. In the absence of mutual agreement, the
15 party against whom the dispute was asserted may select retired Judge James
16 Larson to mediate the dispute. Absent agreement between the parties, there shall
17 be no more than three teleconference mediations per calendar year and one in-
18 person mediation per calendar year, beginning with the date of the Court's Final
19 Approval of the Settlement and concluding upon the termination of this Agreement
20 three years thereafter. RLJ shall pay the mediator's fees. If mediation is
21 unsuccessful, any party may file a motion in district court to enforce the terms of
22 the settlement agreement.

23 b. Before suing any Management Companies for failure to comply with ADA
24 requirements governing provision of accessible transportation services at RLJ
25 Hotels, Plaintiffs will engage in the dispute resolution process outlined in this
26 Section.

27 c. If a motion for enforcement is filed in federal district court, the Court shall award
28 reasonable attorneys' fees and costs incurred in pursuing dispute resolution in

1 accordance with the prevailing party standards of the ADA and *Christiansburg*
2 *Garment Co. v. EEOC*, 434 U.S. 412 (1978).

3 **15. RELEASE**

4 a. Subject to Court approval of the Settlement, Plaintiffs and all Class Members, and
5 their executors, heirs, assigns, successors, agents, and representatives, in
6 consideration for the injunctive relief set forth in the Settlement, unconditionally
7 and irrevocably release, acquit, and discharge any or all past or present claims as
8 of the date of Preliminary Approval for injunctive or declaratory relief, as set forth
9 in the Complaint, against RLJ, including all successors, present and former parent
10 companies, subsidiaries, divisions, concepts, related or affiliated companies,
11 shareholders, officers, directors, employees, agents, attorneys, insurers, successors
12 and assigns, and any individual or entity which could be jointly liable with
13 Defendant, that are based on the Americans with Disabilities Act, the Unruh Act,
14 or any public accommodation provision of any federal, local, or state statutory,
15 regulatory, or common law concerning the provision of wheelchair-accessible
16 transportation services at hotels owned or operated by RLJ.

17 b. Subject to Court approval of the Settlement, Named Plaintiffs Ann Cupolo
18 Freeman, Ruthee Goldkorn, and Julie Reiskin further agree to release any or all
19 past or present claims as of the date of Preliminary Approval for monetary
20 damages against RLJ or its subsidiary or affiliated entities that are based on the
21 Americans with Disabilities Act, the Unruh Act, or any public accommodation
22 provision of any federal, local, or state statutory, regulatory, or common law
23 concerning the provision of wheelchair-accessible transportation services at RLJ
24 Hotels.

25 c. Notwithstanding the foregoing paragraphs, Plaintiffs and the Class do not release
26 any claims against management companies for RLJ Hotels. Plaintiffs and the Class
27 also do not release any claims regarding accessible transportation at the following
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1 hotels: Marriott Denver International Airport, Embassy Suites Irvine California,
2 Courtyard Portland City Center, and Renaissance Pittsburgh.

3 **16. CONTINUING JURISDICTION**

4 a. The Settlement Agreement shall be entered as an order of the Court. The Court
5 shall retain jurisdiction during the term of the Settlement Agreement to enforce its
6 provisions and to resolve disputes under the Settlement Agreement.

7 **17. COMMUNICATIONS TO COUNSEL:**

8 All notices or communications required by this Agreement shall be in writing and
9 delivered by e-mail and U.S. mail addressed as follows:

10 To Plaintiffs' Counsel:

11 Timothy P. Fox
12 CIVIL RIGHTS EDUCATION AND ENFORCEMENT CENTER
13 104 Broadway, Suite 400
14 Denver, CO 80203
15 (303) 757-7901
16 tfox@creeclaw.org

17 To RLJ's Counsel:

18 Helen Lee Greenberg
19 LEWIS BRISBOIS
20 BISGAARD & SMITH LLP
21 333 Bush Street, Suite 1100
22 San Francisco, CA 94104
23 helen.greenberg@lewisbrisbois.com

24 **18. ADDITIONAL AGREEMENTS**

25 a. The Parties agree that the terms and conditions of this Settlement Agreement are
26 the result of lengthy, intensive, arm's-length negotiations between the Parties, and
27 that this Settlement Agreement shall not be construed in favor of or against any
28 Party by reason of the extent to which any Party or his, her, or its Counsel

1 participated in its drafting. The Parties further agree that RLJ disputes liability for
2 the claimed violations of the Americans with Disabilities Act, the Unruh Act, or
3 any public accommodation provision of any federal, local, or state statutory,
4 regulatory, or common law concerning the provision of wheelchair-accessible
5 transportation services at RLJ Hotels, and that this Settlement Agreement is a
6 compromise and shall not be construed as an admission of liability.

7 b. This Settlement Agreement may not be changed, altered, or modified, except in
8 writing and signed by the Parties. All modifications to the Settlement Agreement
9 must be approved by the Court, with the exception of minor changes to the non-
10 substantive provisions that are agreed to in writing by the Parties. This Settlement
11 Agreement may not be discharged except by performance in accordance with its
12 terms or by a writing signed by the Parties.

13 c. This Settlement Agreement may be executed in counterparts, and when each Party
14 has signed and delivered at least one such counterpart, each counterpart shall be
15 deemed an original, and, when taken together with other signed counterparts, shall
16 constitute one Settlement Agreement, which shall be binding upon and effective as
17 to all Parties.

18 d. This Settlement Agreement contains the entire agreement between the Parties
19 relating to the resolution of the Action. All prior or contemporaneous agreements,
20 understandings, representations, and statements, whether oral or written and
21 whether by a Party or such Party's legal counsel, including but not limited to the
22 prior settlement agreement executed on November 20, 2016, are merged in this
23 Settlement Agreement. No rights under this Settlement Agreement may be waived
24 except in writing.


25 e. The Parties acknowledge and warrant to each other that they have fully read this
26 Agreement, have received legal advice regarding the advisability of entering into
27 this Agreement, and fully understand its effect.
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- f. By signing this Agreement, the Parties and their counsel certify that the Parties signing this Agreement have full authority and ability to enter into this Agreement and to perform all obligations required by it.
- g. If any provision or part of this Agreement is at any time held unlawful, or inconsistent with applicable law, in whole or in part, under any federal, state, county, municipal or other law, ruling, or regulation, then the remaining provisions of this Agreement shall remain effective and enforceable.

EXECUTED ON BEHALF OF PLAINTIFFS:

DATED: January 20, 2016

By: 
 Title: Co-Executive Director
 on behalf of Civil Rights Education and Enforcement Center

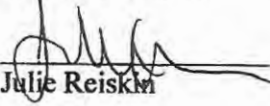
DATED: January __, 2016

Ann Cupolo Freeman

DATED: January __, 2016

Ruthee Goldkorn

DATED: January 20, 2016


 Julie Reiskin

EXECUTED ON BEHALF OF DEFENDANT:

DATED: January __, 2016

By: _____
 Title: _____
 on behalf of RLJ Lodging Trust

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EXECUTED ON BEHALF OF PLAINTIFFS:

DATED: January __, 2016

By: _____
Title: _____
on behalf of Civil Rights Education and Enforcement Center

DATED: January 19, 2016

Ann Cupolo Freeman
Ann Cupolo Freeman

DATED: January __, 2016

Ruthee Goldkorn

DATED: January __, 2016

Julie Reiskin

EXECUTED ON BEHALF OF DEFENDANT:

DATED: January __, 2016

By: _____
Title: _____
on behalf of RLJ Lodging Trust

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EXECUTED ON BEHALF OF PLAINTIFFS:

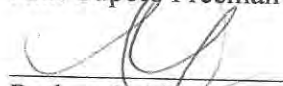
DATED: January __, 2016

By: _____
Title: _____
on behalf of Civil Rights Education and Enforcement Center

DATED: January __, 2016

Ann Cupolo Freeman

DATED: January 19, 2016



Ruthee Goldkorn

DATED: January __, 2016

Julie Reiskin

EXECUTED ON BEHALF OF DEFENDANT:

DATED: January __, 2016

By: _____
Title: _____
on behalf of RLJ Lodging Trust

1 APPROVED AS TO FORM AND CONTENT:

2 DATED: January 20, 2016

CIVIL RIGHTS EDUCATION AND
ENFORCEMENT CENTER



Timothy P. Fox
Counsel for Plaintiffs and the Proposed Class

6 DATED: January 20, 2016

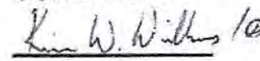
CAMPINS BENHAM-BAKER, LLP



Julia Campins
Counsel for Plaintiffs and the Proposed Class

9 DATED: January 22, 2016

COLORADO CROSS-DISABILITY
COALITION



Kevin Williams
Counsel for Plaintiffs and the Proposed Class

13 DATED: January __, 2016

LEWIS, BRISBOIS, BISGAARD
& SMITH LLP

Helen Lee Greenberg
Counsel for Defendant RLJ Lodging Trust

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EXECUTED ON BEHALF OF PLAINTIFFS:

DATED: January __, 2016

By: _____
Title: _____
on behalf of Civil Rights Education and Enforcement Center

DATED: January __, 2016

Ann Cupolo Freeman

DATED: January __, 2016

Ruthee Goldkorn

DATED: January __, 2016

Julie Reiskin

EXECUTED ON BEHALF OF DEFENDANT:

DATED: January 21, 2016

By: 
Title: President and CEO
on behalf of RLJ Lodging Trust

1 APPROVED AS TO FORM AND CONTENT:

2 DATED: January __, 2016

CIVIL RIGHTS EDUCATION AND
ENFORCEMENT CENTER

Timothy P. Fox
Counsel for Plaintiffs and the Proposed Class

6 DATED: January __, 2016

CAMPINS BENHAM-BAKER, LLP

Julia Campins
Counsel for Plaintiffs and the Proposed Class

9 DATED: January __, 2016

COLORADO CROSS-DISABILITY
COALITION

Kevin Williams
Counsel for Plaintiffs and the Proposed Class

13 DATED: January 22, 2016

LEWIS, BRISBOIS, BISGAARD
& SMITH LLP

Helen Lee Greenberg
Counsel for Defendant RLJ Lodging Trust

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