

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

ATTENTION: ALL INDIVIDUALS WITH A QUALIFIED MOBILITY DISABILITY UNDER THE AMERICANS WITH DISABILITIES ACT (“ADA”) AND AT ANY TIME USED OR WILL SEEK TO USE IN THE FUTURE ANY RAMPS WHERE A PEDESTRIAN RIGHT OF WAY CROSSES A CURB IN JERSEY CITY

If you have used, tried to use, or believe you will in the future use or try to use any of the City of Jersey City’s sidewalks, intersections, crosswalks, streets, curbs, curb ramps, walkways, pedestrian rights of way, or other pedestrian pathways or walks, you may be a member of the proposed settlement class affected by this lawsuit. This is a court-authorized notice.

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

NOTICE OF CLASS ACTION

The purpose of this notice is to inform you of a proposed settlement in a pending class action lawsuit brought on behalf of persons with mobility disabilities. The class action settlement (“Settlement Agreement”), which must be approved by the United States District Court, was reached in the case *O’Garro v. City of Jersey City, et al.*, No. 2:20-cv-5282 (CCC)(JBC), pending in the United States District Court for the District of New Jersey.

BASIC INFORMATION

Filed in 2020, this lawsuit alleges that the City of Jersey City (“City”) violated federal and state disability access laws by denying individuals with mobility disabilities access to the City’s sidewalks, intersections, crosswalks, streets, curbs, curb ramps, walkways, pedestrian rights of way (“Pedestrian Facilities”) owned, controlled, or maintained by the City in whole or in part. The City denies these allegations and disputes that it has any liability or committed any wrongdoing.

This is a class action. In a class action, one or more people or organizations, called Class Representatives (in this case Athena O’Garro and Twyanna Caldwell) sue on behalf of people who have similar legal claims. All of these people are a Class or Class Members. One court resolves the issues for all Class Members. United States District Judge Claire C. Cecchi is in charge of this class action. The Court did not decide in favor of either Plaintiffs or the City in this case. Instead, both sides agreed to a settlement, thus avoiding the cost, delay, and uncertainty of a trial, with settlement benefits going to the Class Members. The Class Representatives and Class Counsel (the attorneys appointed by the Court to represent the Class) think the proposed settlement is in the best interests of the Class Members taking into account the benefits of the settlement, the risks of continued litigation and the delay in obtaining relief for the Class if the litigation continues.

THE SETTLEMENT CLASS

The settlement class includes all persons (including, without limitation, residents of and visitors to the City) with any mobility disability, who, at any time from the beginning of time through the

thirty-year term of the Settlement Agreement: (1) accessed or attempted to access any of the City's sidewalks, intersections, crosswalks, streets, curbs, curb ramps, walkways, or pedestrian rights of way controlled or maintained by the City in whole or in part ("Pedestrian Facility"), but were impaired or unable to do so because a barrier or condition made the Pedestrian Facility not suitable or sufficient for use; or (2) allege that they would have accessed or attempted to access a Pedestrian Facility but they could not do so because a barrier or condition made the Pedestrian Facility not suitable or sufficient for use.

SUMMARY OF THE PROPOSED SETTLEMENT AGREEMENT

The Settlement Agreement may be in effect for up to twenty (20) years or more. Throughout that time period, the City will implement a program to improve access to Pedestrian Facilities for people with mobility disabilities. This includes but is not limited to:

1. Hiring a qualified professional or entity to conduct a Survey of all street corners that contain Pedestrian Ramps or other sloped areas at corners along streets that have been resurfaced since March 15, 2012 and to prepare a final report advising class counsel of all of the locations identified by the Survey to require ramp installation or remediation to make said ramps ADA compliant in accordance with the 2010 ADA Standards for Accessible Design and/or minimum standards required by the NJDOT.
2. Proposing a schedule and deadlines for installations and remediation to all missing or ADA non-compliant ramps identified by the Survey, giving priority in order to the following areas in close proximity of (i) local government offices, (ii) transportation facilities, (iii) places of public accommodation, (iv) employers, and (v) all other real property owned by Jersey City as shown on the City's Property Tax Map and giving consideration to all requests to address a non-compliant curb ramp that are made by calling the Resident Response Center or sending a complaint to SEE CLICK FIX.
3. Installing or correcting a minimum of 200 Pedestrian Ramps per year or a minimum of five percent per year of the total number of non-compliant curb ramps recommended to be installed or corrected if the results of the Survey shows that the total number of ramps needed to be installed or corrected is greater than 4,000.
4. Identifying the work that was completed by identifying the number of ramps installed and/or upgraded, and the locations that work was completed in any readily readable form by the public on its website at https://www.jerseycitynj.gov/cityhall/infrastructure/division_of_engineering [or its equivalent, including but not limited to the Data Dashboard in map form] and Jersey City will also post a hyperlink to a copy of the final settlement agreement in a prominent location on its Division of Traffic and Engineering section [or its equivalent] on its official website.
5. Continuing its ongoing maintenance of all Pedestrian Ramps to be in accordance with the ADA whenever the City (or any third-party acting with the City's authority and on the City's behalf) alters the City's Pedestrian Ramps, roadways, highways, and crossings, and by continuing to upgrade existing but non-Compliant Curb Ramps and/or install new Accessible Curb Ramps, where feasible, and as required by 28 C.F.R. § 35.151(b) and the Third Circuit's holding in *Kinney v. Yerusalem*, 9 F.3d 1067 (3d Cir. 1993). These upgrades will be counted towards the City's yearly commitment above.
6. Designating an individual to serve as the City's ADA Coordinator to assist the City in evaluating

the accessibility of the City's curb ramps and ensuring the City is compliant with all current federal and state accessibility standards.

7. Maintaining a procedure whereby members of the Settlement Class may submit requests ("Access Requests") for improvements to Pedestrian ramps identified by such members by calling the Resident Response Center or submitting a request via *See Click Fix*. These improvements shall be counted towards the City's yearly commitment.

A detailed explanation of all of the terms for the settlement may be obtained by accessing the full Settlement Agreement online at www.Jerseycitynj.gov on the Department of Engineering, Traffic and Transportation Webpage, by email at sgallagherjcnj.org or make an appointment to review same by calling the Clerk of the City of Jersey city by phone at (201) 547-5150.

REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES

The settlement class is represented by Class Counsel, consisting of the law firms of (1) Tostrud Law Group, P.C, (2) Law Office of Erik H Langeland, and (3) Glancy Prongay & Murray LLP. The Court will determine the amount of fees and costs to be paid to Class Counsel for litigating this case. The City has agreed, subject to court-approval, to pay the total sum of \$20,000 in service awards to the two named plaintiffs. Class Counsel shall also be entitled to reasonable monitoring fees and expenses not to exceed \$14,000 per year for a minimum of 5 years and maximum of 20 years as set forth in the Settlement Agreement. Any award of attorneys' fees, service awards, or costs and expenses must be approved by the Court as fair, reasonable, and consistent with prevailing marketplace standards. The Court-awarded amount will not be paid from the monies to be spent on disability access improvements pursuant to the Settlement Agreement.

FAIRNESS OF SETTLEMENT

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

THE COURT'S FINAL APPROVAL/FAIRNESS HEARING

The Court has preliminarily approved the settlement, and has scheduled a hearing for December 18, 2024 at 2 p.m. in Courtroom 5B of the Honorable Judge Claire C. Cecchi of the United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102, to decide whether the proposed settlement is fair, reasonable, and adequate, and should be finally approved. Although you are not required to attend, as a Settlement Class member, you have the right to attend and be heard at this hearing. At the hearing, the Court will consider any objections to the settlement. Judge Cecchi will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement. The Court will also consider (1) the service award to the two named plaintiffs, (2) monitoring fees and expenses, and (3) Class Counsel's fees and expenses. We do not know how long this decision will take.

This hearing date is subject to change without further notice. If you wish to be informed of any changes to the schedule, please notify Class Counsel at the addresses listed in the next section below. You may also check the Settlement Website at <http://www.Jerseycity.nj.gov>, or the public court records on file in this action at <https://www.pacer.gov/> for any updates.

OBJECTIONS TO THE SETTLEMENT

Any Settlement Class member may object to the terms of the proposed settlement described above by either: (1) appearing at the Court's Final Approval Hearing and speaking to the Court about your objection; or (2) filing a written objection with the District Court and serving Class Counsel with a copy. If you submit a written objection, you do not have to come to the Final Approval Hearing to talk about it.

If you submit a written objection, it should include the following information: your name, address, and, if available, your telephone number and e-mail address; if you are being represented by counsel, the name, address, telephone number and e-mail address of your attorney; (b) a statement of your objections; and (c) a statement of whether you are a member of the Settlement Class. Please note that the Court can only approve or deny the settlement, not change the terms of the settlement.

All written objections should be filed with the District Court on or before **October 30, 2024**. A copy of any written objection filed with the Court must be sent to at least one of the Class Counsel at the following addresses:

Class Counsel:

TOSTRUD LAW GROUP, P.C.
Attn: Jon A. Tostrud
1925 Century Park East, Suite 2100
Los Angeles, CA 90067

ERIK H. LANGELAND, P.C.
Attn: Erik H. Langeland
733 Third Avenue, 16th Floor
New York, NY 10017

GLANCY PRONGAY & MURRAY LLP
Attn: Lee Albert
230 Park Avenue, Suite 358
New York, NY 10169

Counsel for the City:

CITY OF JERSEY CITY - DEPARTMENT
OF LAW
Attn: Brittany Murray, Esq.
280 Grove Street
Jersey City, NJ 07302

CLEARY GIACOBBE ALFIERI JACOBS,
LLC
Attn: Ruby Kumar-
Thompson, Esq.
169 Ramapo Valley Road, UL-105
Oakland, NJ 07436

You may but are not required to appear at the Final Approval Hearing scheduled for **December 18, 2024** at 2 p.m. in Courtroom 5B of the Honorable Claire C. Cecchi, United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102, to have your objection heard by the Court.

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

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

BINDING EFFECT

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

FURTHER INFORMATION

The terms of the settlement are only summarized in this notice. For the precise and full terms and conditions of the settlement, please see the Settlement Agreement available at <http://www.Jerseycitynj.gov>, or by accessing the Court docket on this case through the Court's Public Access to Electronic Records (PACER) system at <https://ecf.njd.uscourts.gov>, or by visiting the office of the Clerk of the Court for United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You can also obtain more detailed information about the settlement or a copy of the Settlement Agreement from the Clerk of the City of Jersey City by phone at (201) 547-5150.

To obtain copies of this Notice in alternative accessible formats, please contact any one of the approved Class Counsel listed above.

Please do not direct questions to the District Court.