

1 Andy Dogali
2 adogali@forizs-dogali.com
3 *Admitted Pro Hac Vice*
4 FORIZS & DOGALI, P.A.
5 4301 Anchor Plaza Parkway, Suite 300
6 Tampa, Florida 33634
7 Telephone: (813) 289-0700
8 Facsimile: (813) 289-9435

6 Eugene Feldman, SBN 118497
7 genefeldman@mindspring.com
8 Eugene Feldman, Attorney at Law, APC
9 555 Pier Avenue, Suite 4
10 Hermosa Beach, California 90254-3800
11 Telephone: (310) 372-4636
12 Facsimile: (310) 372-4639

10 Attorneys for Plaintiffs

11 [Additional counsel listed on next page]

12
13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15 WESTERN DIVISION

16 CARI SHIELDS, AMBER BOGGS
17 and TERESA STOCKTON, on behalf
18 of themselves and all other similarly
19 situated,

19 Plaintiffs,

20 v.

21 WALT DISNEY PARKS AND
22 RESORTS US, INC., DISNEY
23 ONLINE, INC., DOES 1-10
24 INCLUSIVE,

24 Defendants.

Case No. 10-cv-5810 DMG (FMOx)

Class Action

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Judicial Officer: Hon Dolly M. Gee

1 DAVID H. RAIZMAN, SBN 129407

david.raizman@dbr.com

2 JAMES M. ALTIERI

james.altieri@dbr.com

3 *Admitted Pro Hac Vice*

DRINKER BIDDLE & REATH LLP

4 1800 Century Park East, Suite 1400

Los Angeles, California 90067-1517

5 Telephone: (310) 203-4000

Facsimile: (310) 229-1285

6 Attorneys for Defendants Walt Disney

7 Parks and Resorts U.S., Inc. and Disney Online

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1 Cari Shields and Amber Boggs, on behalf of themselves and each of the
 2 Class Members of each of the represented Settlement Classes, as defined below,
 3 make and enter into this Class Action Settlement Agreement and Release
 4 (“Settlement Agreement”) with Walt Disney Parks and Resorts U.S., Inc., Walt
 5 Disney Parks and Resorts Online, and Disney Online.

6 **I. GENERAL PROVISIONS**

7 **A. Definitions**

8 Capitalized terms used throughout this Settlement Agreement shall have the
 9 following meanings:

10 1. “Action” shall mean the lawsuit entitled *Cari Shields, et al. v.*
 11 *Walt Disney Parks and Resorts US, Inc., et al.*, U.S.D.C. C.D. Cal. Case No. 1-CV-
 12 5810 DMG (FMOx), which was previously removed to the United States District
 13 Court for the Central District of California (the “Court”) and is pending before the
 14 Honorable Dolly M. Gee.

15 2. “Area,” as used in Sections II.A.2.b.(i) and II.A.2.b.(iv) below
 16 and in reference to areas within each of the Disney Parks, shall mean any one or
 17 more of the following areas within the respective Disney Parks:

18 a. Disneyland – (i) Adventureland, Frontierland, New
 19 Orleans Square and Critter Country, (ii) Main Street, U.S.A., and (iii) Fantasyland,
 20 Mickey’s Toontown and Tomorrowland;

21 b. DCA – (i) Buena Vista Street, Hollywood Land and “a
 22 bug’s land,” (ii) Pacific Wharf and Cars Land, and (iii) Condor Flats, Grizzly Peak
 23 and Paradise Pier;

24 c. Magic Kingdom – (i) Main Street, U.S.A., (ii)
 25 Adventureland, Frontierland and Liberty Square, and (iii) Fantasyland and
 26 Tomorrowland;

27 d. Epcot – (i) Future World, and (ii) World Showcase;
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1 e. Disney's Hollywood Studios – (i) Echo Lake,
2 Commissary Lane and Streets of America, and (ii) Hollywood Boulevard, Pixar
3 Place and Sunset Boulevard; and

4 f. Disney's Animal Kingdom – (i) Africa and Asia, and (ii)
5 Oasis, DinoLand U.S.A., Camp Minnie-Mickey and Discovery Island.

6 3. "Class Counsel" shall mean Forizs & Dogali, P.A., 4301 Anchor
7 Plaza Parkway, Suite 300, Tampa, Florida 33634, and Eugene Feldman Law
8 Offices, 555 Pier Avenue, Suite 4, Hermosa Beach, California 90254-3800.

9 4. "Class Member" shall mean a member of one or more of the
10 Settlement Classes identified in Section I.D(1)-(4).

11 5. "Disney" shall mean Walt Disney Parks and Resorts U.S., Inc.
12 ("WDPR"), Walt Disney Parks and Resorts Online ("WDPRO"), and Disney
13 Online.

14 6. "Disney Cruise Line" shall mean the business owned and
15 operated by Magical Cruise Company, Ltd. that offers, among other things, various
16 cruise ship excursions to members of the public.

17 7. "Disney Parks" shall mean the Disneyland and Disney
18 California Adventure theme parks (respectively, "Disneyland" and "DCA") located
19 at the Disneyland Resort in Anaheim, California, and the Magic Kingdom, Epcot,
20 Disney's Hollywood Studios, and Disney's Animal Kingdom theme parks located
21 at the Walt Disney World Resort in Lake Buena Vista, Florida. "Park" refers to any
22 one of the Disney Parks.

23 8. "Disneyland Resort" shall mean Disneyland, DCA, and
24 adjacent, contiguous and related hotels, restaurants, stores, and other facilities and
25 accommodations.

26 9. "Disney Websites" shall mean the websites found at
27 www.disneyworld.com, www.disneyland.com, and www.disneycruise.com.
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1 10. “Effective Date” shall mean the first date upon which all of the
2 following have occurred: (a) entry by the Court of the Final Approval Order, and
3 (b) either: (i) the expiration, without an appeal or challenge, of the period to appeal
4 or challenge any portion of the Final Approval Order, or (ii) in the event of such an
5 appeal or challenge, the Parties have received actual notice that the Settlement
6 Agreement has received final approval after the final resolution of any appeal or
7 challenge.

8 11. “Final Approval” shall mean the Court’s entry of the Final
9 Approval Order after having found this Settlement Agreement to be fair, adequate,
10 and reasonable.

11 12. “Final Approval and Fairness Hearing” shall mean the hearing
12 by the Court to (a) review this Settlement Agreement and determine whether the
13 Court should grant final approval to the Settlement Agreement pursuant to Rule
14 23(e) of the Federal Rules of Civil Procedure; (b) consider any timely objections
15 made pursuant to Section XI and all responses by the Parties; (c) consider the
16 request for attorneys’ fees and expenses submitted by Class Counsel; and (d)
17 consider the Named Plaintiffs’ requests for service payments.

18 13. “Final Approval Order” shall mean the document attached to
19 this Settlement Agreement as Exhibit C, or any order of similar effect constituting
20 the Court’s final approval of the Settlement Agreement.

21 14. “Handheld Device” shall mean the Disney-designed device
22 currently available at the Disney Parks, which uses Disney’s proprietary technology
23 and provides, among other things, an audio description of selected rides and
24 attractions and certain outdoor areas of the Disney Parks.

25 15. “Information Sheet” shall mean any one or more of the
26 following documents that are currently available at the Disney Parks: “Services for
27 Guests with Visual Disabilities,” “Services for Guests with Service Animals,” and
28

1 the Information Sheet or guide that contains the schedule of parades and shows at
2 any Park (the "Schedule Information Sheet").

3 16. "Named Plaintiffs" shall mean Cari Shields and Amber Boggs.

4 17. "Next Generation," when used in reference to the Handheld
5 Device, shall mean the version of the Handheld Device that will replace the current
6 Handheld Device and will offer enhanced capabilities to guests with visual
7 impairments.

8 18. "Notice" shall mean the document attached to this Settlement
9 Agreement as Exhibit A.

10 19. "Operating Guidelines" shall mean WDPR's written guidelines
11 that pertain to the operation of various aspects of the Disney Parks.

12 20. "Parties" shall mean the Named Plaintiffs, defendants WDPR,
13 Disney Online and WDPRO.

14 21. "Plaintiffs" shall mean Named Plaintiffs and plaintiff Teresa
15 Stockton.

16 22. "Preliminary Approval Order" shall mean the document
17 attached to this Settlement Agreement as Exhibit B, or any order of similar effect
18 constituting the Court's preliminary approval of the Settlement Agreement.

19 23. "Released Claims" shall mean the claims released by the Named
20 Plaintiffs and the Releasing Parties as specifically set forth in Sections V, VI, and
21 VII below.

22 24. "Restaurants" shall mean the dining establishments at the
23 Disney Parks that are identified on the "Dining" pages of the respective
24 www.disneyland.com or www.disneyworld.com websites as "quick-service" or
25 "table-service" restaurants but not including any kiosks, food carts or mobile food
26 vendors.

27 25. "Settlement Classes" shall mean the Classes identified in
28 Section I.D.(1)-(4).

1 26. "State Disability Statutes" shall mean any statute, law,
2 regulation or ordinance of state or local government that prohibits discrimination
3 against the disabled in public accommodations, places of resort or amusement and
4 other places open to the public.

5 27. "Walt Disney World Resort" shall mean the Magic Kingdom,
6 Epcot, Disney's Hollywood Studios and Disney's Animal Kingdom, and the
7 adjacent, contiguous and related hotels, restaurants, stores and other facilities and
8 accommodations.

9 28. "WCAG 2.0" shall mean Version 2.0 of the Web Content
10 Accessibility Guidelines published by the Worldwide Web Consortium.

11 **B. Acknowledgment of Purpose and Scope of the Settlement**
12 **Agreement**

13 The Parties have entered into this Settlement Agreement for the
14 following purposes:

- 15 • to resolve all disputes asserted in the Action or covered by this
16 Settlement Agreement to avoid further expenses and protracted
17 litigation;
 - 18 • to agree on the reasonable and appropriate modifications and assistive
19 measures to enhance equal access for guests with visual impairments
20 at the Disney Parks;
 - 21 • to agree on the reasonable and appropriate modifications and assistive
22 measures to enhance accessibility for individuals with visual
23 impairments who use the Disney Websites; and
 - 24 • to reach a final resolution of all class claims and defenses asserted in
25 this Action or covered by this Settlement Agreement.
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1 **C. Statement of Dispute**

2 The Named Plaintiffs filed a Complaint in the Superior Court of
3 California for the County of Los Angeles (Case Number BC438241) on May 21,
4 2010, which action was removed to the Court on August 5, 2010. In a First
5 Amended Complaint, Plaintiffs alleged, on behalf of 10 alleged national classes,
6 that WDPR and Disney Online engaged in certain practices, in violation of federal
7 and California law, which discriminatorily denied members of the represented
8 classes the benefit of the full use and enjoyment of the Disney Parks and of the
9 websites owned or operated by Disney. WDPR and Disney Online denied the
10 allegations in the First Amended Complaint.

11 The parties agree that as part of the Court's issuance of a preliminary
12 approval order substantially in accordance with Exhibit B to this Settlement
13 Agreement, Named Plaintiffs will be deemed to have filed a Second Amended
14 Complaint in the Action to: (1) add WDPRO as a named defendant in the Action,
15 thus conditionally subjecting WDPRO to the rights and obligations provided for in
16 this Settlement Agreement; (2) remove Teresa Stockton as a named plaintiff in the
17 caption and in the allegations of the operative complaint in the Action; and (3) add
18 allegations regarding the accessibility of the Disney Cruise Line website
19 (www.disneycruise.com) to individuals with visual impairments. Disney denies the
20 material allegations in the Second Amended Complaint as well. A copy of the
21 Second Amended Complaint, which shall be deemed filed as of the Court's
22 preliminary approval of this Settlement Agreement, is attached as Exhibit D to this
23 Settlement Agreement.

24 **D. Class Allegations**

25 On February 14, 2011, Plaintiffs filed a Motion for Class Certification,
26 seeking certification of 10 national classes. On June 29, 2011, the Court entered an
27 order granting in part and denying in part Plaintiffs' Motion, certifying the
28 following Classes: (1) the Signage Class; (2) the Kennel Class, but only with

1 respect to claims that individuals with visual impairments have been, or will in the
 2 future be, deterred from visiting the Disney Parks out of concern that there might
 3 not exist reasonable relief areas for service animals; (3) the Companion Ticket
 4 Class; (4) the Parade and Show Class; and (5) the Website Class. The five classes
 5 certified by the Court shall be referred to in this Settlement Agreement as the
 6 "Certified Classes." The Court declined, without prejudice, to certify: (1) the
 7 Disney Character Class; (2) the Locker Class; (3) the Parking Class; (4) the Maps
 8 Class; and (5) certain subclasses of the Kennel Class allegedly composed of
 9 individuals with visual impairments accompanied by service animals who paid a fee
 10 for use of the kennel or were deterred from attending the Disney Parks because of
 11 Disney's (a) charge of a kennel fee, or (b) policy forbidding the tethering of service
 12 animals at locations within the Disney Parks while guests with visual impairments
 13 experience rides or attractions; and (6) the Audio Description Device Class.

14 As part of the motion seeking preliminary approval of this Settlement
 15 Agreement, the Parties shall jointly seek conditional approval, for settlement
 16 purposes only, of four reconstituted Settlement Classes that would replace not only
 17 the Certified Classes but also the uncertified classes alleged in Plaintiffs' First
 18 Amended Complaint. Specifically, the Parties shall request that the Court certify
 19 the following four Settlement Classes:

20 (1) The Website Class: All individuals with visual impairments
 21 who (a) have a disability, as that term is defined in 42 U.S.C. §12102, and (b) have
 22 been or will be unable to gain equal access to or enjoyment of one or more of the
 23 websites owned or operated by Disney such as www.disney.go.com,
 24 www.disneyland.com, www.disneyworld.com, and www.disneycruise.com as a
 25 result of their visual disability.

26 (2) The Effective Communication Class: All individuals with
 27 visual impairments who (a) have a disability, as that term is defined in 42 U.S.C.
 28 §12102, and (b) have been or will be denied equal access to or enjoyment of the

1 Disney Parks because of (i) the absence of maps in an alternative format, or (ii) the
2 absence of menus in an alternative format, or (iii) the absence of schedules of
3 events at the Disney Parks in an alternative format, or (iv) inadequate or
4 inconsistent operation of the audio description service on the Handheld Device, or
5 (v) Disney's refusal to provide a free or discounted pass to their sighted
6 companions, or (vi) the failure to be read, in full, the menus, maps or schedules of
7 events at the Disney Parks.

8 (3) The Service Animal Class: All individuals with visual
9 impairments who (a) have a disability, as that term is defined in 42 U.S.C. §12102,
10 and (b) have been or will be denied equal access to or enjoyment of the Disney
11 Parks because of (i) the fee charged for the use of a kennel for their service animal,
12 or (ii) the absence of reasonably-designated service animal relief areas, or (iii) the
13 absence of a location to kennel their service animal at attractions that do not allow
14 service animals, or (iv) the lack of equal interaction with Disney employees who
15 portray Disney characters because the individuals with visual impairments are
16 accompanied by service animals.

17 (4) The Infrastructure Class: All individuals with visual
18 impairments who (a) have a disability, as that term is defined in 42 U.S.C. §12102,
19 and (b) have been or will be denied equal access to or enjoyment of the Disney
20 Parks because of (i) physical barriers to access, or (ii) the lack of reasonable
21 modifications to Disney's policies and practices to permit such equal access or
22 enjoyment. Among other things, the members of this class have been or will be
23 denied equal access to or enjoyment of the parade viewing areas at the Disneyland
24 Resort and the Walt Disney World Resort, and to public lockers or parking lots at
25 the Disneyland Resort.

26 The Parties stipulate to certifying the above Settlement Classes for
27 settlement purposes only, conditioned upon the Court entering the Final Approval
28 Order and the successful conclusion of appeals, if any, from the entry of the Final

1 Approval Order. The Parties further agree that evidence of this limited stipulation
2 for settlement purposes only will not be deemed admissible in this or any other
3 proceeding and that it would be unsupportable to contend otherwise.

4 **E. The Conduct of the Litigation**

5 Named Plaintiffs have vigorously prosecuted this Action, and Disney
6 has vigorously contested it, including extensive document, written and witness
7 discovery and many hours with retained consultants and employees analyzing the
8 claims and considering and developing reasonable modifications and assistive
9 measures. These extensive efforts permit the Parties to assess the relative strengths
10 and weaknesses of their respective positions in the Action.

11 In the absence of an approved settlement, the Parties recognize that
12 they would face a potentially long and arduous litigation that would continue to
13 consume time and resources and present each of them with ongoing litigation risks
14 and uncertainties. The Parties wish to avoid these risks and uncertainties, as well as
15 the consumption of time and resources, through settlement pursuant to the terms
16 and conditions of this Settlement Agreement. After careful review and
17 consideration, the Named Plaintiffs, for themselves individually and on behalf of all
18 members of the Settlement Classes, and Class Counsel are of the opinion that this
19 Settlement Agreement is fair, reasonable, and adequate, and provides appropriate
20 relief for the Settlement Classes. Class Counsel and the Named Plaintiffs, for
21 themselves individually and on behalf of all members of the Settlement Classes,
22 believe that this Settlement Agreement is in the best interest of the Settlement
23 Classes based on all the facts and circumstances. As reflected by the signatures of
24 counsel at the end of this document, the Parties have consented to this Settlement
25 Agreement and will represent to the Court that this Settlement Agreement is fair
26 and reasonable.

1 **F. No Admission of Liability**

2 Nothing contained in, nor the consummation of, this Settlement
3 Agreement is to be construed or deemed an admission of liability, culpability,
4 negligence, or wrongdoing on the part of Disney or any of the parties released by
5 this Settlement Agreement. Each of the Parties to this Settlement Agreement has
6 entered into this Settlement Agreement with the intention of avoiding further
7 disputes and litigation with the attendant inconvenience and expenses. This
8 Settlement Agreement is a settlement document and shall be inadmissible as
9 provided in Rule 408 of the Federal Rules of Evidence or any other similar law.

10 **II. RELIEF TO BE PROVIDED TO SETTLEMENT CLASSES**

11 **A. Affirmative Relief**

12 In consideration of the dismissal and release of all claims asserted in
13 the Second Amended Complaint, Disney agrees to perform the following
14 affirmative steps to enhance accessibility for guests with visual impairments at the
15 Disney Parks and on the Disney Websites. Except where otherwise noted, Disney
16 agrees to complete performance of such steps within one year after the Effective
17 Date of this Settlement Agreement:

18 1. The Website Class

19 a. In connection with the planned redesign of the Disney
20 Websites, Disney agrees to enhance the accessibility of such websites to users with
21 visual impairments in a manner consistent with the provisions of Section II.A.1 of
22 this Settlement Agreement. Subject to Section II.A.1.a.(v) of this Settlement
23 Agreement, Disney shall implement such accessibility enhancements in accordance
24 with the accessibility standards set forth in Section II.A.1.b below and by the
25 following dates:

26 (i) By December 31, 2012:

27 A. The majority of the content-related pages of
28 the www.disneyworld.com website will be accessible to screen readers, including a

1 page containing an accessible version of the hours and schedules for the Walt
2 Disney World Parks otherwise posted on the website.

3 B. All of the menus currently posted on the
4 www.disneyworld.com website will be accessible to screen readers.

5 C. For Restaurants at the Disney Parks located
6 at the Walt Disney World Resort, sample menus accessible to screen readers (which
7 provide examples of the menu items, but do not necessarily accurately and
8 completely reflect all short-term, temporary or daily menu items) will be posted on
9 the www.disneyworld.com website.

10 (ii) By July 2013:

11 A. Guests of the Walt Disney World Resort
12 using screen readers on the www.disneyworld.com website will be able to purchase
13 tickets and passes to the Walt Disney World Parks and book rooms and packages at
14 WDPR-owned properties at the Walt Disney World Resort to the same extent as
15 individuals who are not using screen readers.

16 B. The majority of the content-related pages of
17 the www.disneyland.com website will be accessible to screen readers, including a
18 page containing an accessible version of the hours and schedules for the Disneyland
19 and DCA Parks otherwise posted on the website.

20 C. All of the menus currently posted on the
21 www.disneyland.com website will be accessible to screen readers.

22 D. For Restaurants at Disneyland and DCA,
23 sample menus accessible to screen readers (which provide examples of the menu
24 items, but do not necessarily accurately and completely reflect all short-term,
25 temporary or daily menu items) will be posted on the www.disneyland.com
26 website.

27 (iii) By June 30, 2014: Guests of the Disneyland Resort
28 using screen readers on the www.disneyland.com website will be able to purchase

1 tickets and passes to Disneyland and DCA and book rooms and packages at
2 WDPR-owned properties at the Disneyland Resort to the same extent as individuals
3 not using screen readers.

4 (iv) By December 31, 2015:

5 A. Individuals using screen readers on the
6 www.disneycruise.com website will be able to book staterooms, reserve onboard
7 activities, and book shore excursions on Disney Cruise Line cruises to the same
8 extent as individuals who are not using screen readers.

9 B. The majority of the content-related pages on
10 the www.disneycruise.com website will be accessible to screen readers.

11 (v) Diligence. Disney agrees to undertake diligent,
12 good faith efforts to satisfy the deadlines listed in this Section II.A.1.a. The Parties
13 agree that Disney will have complied with the provisions of this Section II.A.1.a as
14 long as Disney has undertaken diligent, good faith efforts to meet the referenced
15 deadlines.

16 b. Applicable Accessibility Standards. In fulfilling the
17 obligations set forth in Section II.A.1.a above, WDPRO and WDPR agree to follow
18 the WCAG 2.0 guidelines to the extent required by this Section II.A.1.b and
19 Section II.A.1.c.

20 (i) All Level A guidelines, except for Success Criteria
21 4.1.1 Parsing.

22 (ii) The following Level AA guidelines:

23 A. 1.4.3 Contrast (Minimum), except for text
24 that requires a certain foreground and background appearance to conform to the
25 branding requirements that Disney establishes for the text;

26 B. 1.4.5 Images of Text;

27 C. 2.4.5 Multiple Ways;
28

- 1 D. 2.4.6 Headings and Labels;
- 2 E. 2.4.7 Focus Visible, except when the
- 3 technical limitations of the supported web browsers, or other technical limitations,
- 4 make it impractical to implement;
- 5 F. 3.2.4 Consistent Identification; and
- 6 G. 3.3.3 Error Suggestion.
- 7 (iii) The following Level AAA guidelines:
- 8 A. 2.3.2 Three Flashes;
- 9 B. 2.4.9 Link Purpose (Link Only);
- 10 C. 2.4.10 Section Headings;
- 11 D. 3.1.4 Abbreviations;
- 12 E. 3.3.5 Help; and
- 13 F. 3.3.6 Error Prevention.
- 14 (iv) To the extent that any of the Disney Websites
- 15 utilize security measures designed by third parties, such as those offered by
- 16 CAPTCHA or Turing, WDPRO agrees to implement such third party's features or
- 17 tools for making such security measures accessible to users with visual
- 18 impairments.
- 19 c. Excluded Disney Websites Content. The following
- 20 portions of the Disney Websites need not comply with WCAG 2.0 standards or
- 21 otherwise be made accessible to screen readers:
- 22 (i) Content provided by users of the Disney Websites;
- 23 (ii) The websites or web pages (other than the Disney
- 24 Websites or the web pages that comprise the Disney Websites) that are reachable
- 25 from links contained within the Disney Websites;
- 26 (iii) Content contained on websites or platforms owned
- 27 or operated by a party other than Disney;
- 28 (iv) Content provided on the Disney Websites through a

1 direct feed from a party other than Disney, such as an RSS (Rich Site Summary)
2 feed;

3 (v) Live webcasts;

4 (vi) Those portions of the Disney Websites that are
5 built and maintained by parties other than Disney;

6 (vii) Immersive, interactive marketing campaigns,
7 provided that ALT tags are provided for all images; and

8 (viii) Short-term marketing websites or web pages that
9 are publicly available for less than four months in duration, provided that ALT tags
10 are provided for all images; and

11 (ix) Personalized media content, including Photo Pass.

12 d. Accessibility Policy. Within 90 days after the Effective
13 Date:

14 (i) WDPRO will adopt a written policy memorializing
15 its commitment to website accessibility and to compliance with the standards set
16 forth in Sections II.A.1.b and II.A.1.c above ("the Accessibility Policy");

17 (ii) WDPRO and WDPR will each communicate the
18 Accessibility Policy to all of their respective employees and outside contractors
19 who each determines have responsibility for developing or maintaining the
20 accessibility features of the Disney Websites;

21 (iii) Contracts between WDPRO and outside
22 contractors, which are entered into after the Effective Date, and relate to the
23 performance of services on the Disney Websites by such outside contractors, will
24 include a provision requiring compliance with the Accessibility Policy; and

25 (iv) WDPRO will create a link to content within the
26 Disney Websites that will reaffirm the importance to Disney of making the Disney
27 Websites accessible to all of Disney's guests, including those who have visual
28 impairments, and will provide a method for making complaints or comments about

1 the accessibility of the Disney Websites.

2 e. Accessibility Testing/Development. As WDPRO
3 enhances the accessibility of the Disney Websites, as provided above, it will:

4 (i) Select and use an electronic testing tool
5 periodically to assess the Disney Websites;

6 (ii) Select and develop testing protocols for its quality
7 assurance process that include testing the Disney Websites against the requirements
8 stated in this Settlement Agreement; and

9 (iii) Test periodically the Disney Websites against the
10 version of the JAWS screen reader utility identified in the Accessibility Policy.

11 f. Audits. WDPRO agrees to conduct periodic audits of the
12 Disney Websites to monitor its ongoing compliance with the accessibility standards
13 it has agreed to follow in Section II.A.1.d above, provided that no audits are
14 required of any "Future Requirements," as defined in Section II.A.1.h below, or of
15 any of the accessibility standards in Section II.A.1.d that have been superseded by
16 such Future Requirements. Such audits will utilize both electronic and human
17 testing components, including at least one individual with a visual impairment. If
18 any audit under this Section II.A.1.f uncovers any failure to comply with the
19 obligations contained in this Settlement Agreement with respect to any newly-
20 launched portion of the Disney Websites, WDPRO will log any such non-
21 compliance and prioritize the remediation of any such non-compliance in the same
22 manner as other non-accessibility-related issues are remediated.

23 g. Telephone Service. Within 90 days after the Effective
24 Date, Disney will provide a telephone service to assist guests with visual
25 impairments who wish to purchase tickets and passes to the Disney Parks or to
26 book rooms and packages at WDPR-owned properties at the Walt Disney World
27 and Disneyland Resorts. The telephone service shall be available at all times,
28 except when the computerized reservations systems that will be used by the service

1 are unavailable for routine maintenance, backup and upgrades and for unplanned
2 and unforeseen circumstances. This telephone service shall be available until
3 WDPRO meets the standards identified in Sections II.A.1.a.(ii)A and II.A.1.a.(iii)
4 above.

5 h. Intervening Legislation or Regulation. In the event that
6 the U.S. Department of Justice, or other governmental body or agency with the
7 power to so act, issues website-related accessibility requirements (the "Future
8 Requirements") that become effective during the performance of the obligations
9 made in this Settlement Agreement, Disney may comply instead with any Future
10 Requirements that apply to the Disney Websites, and will not be obligated to
11 provide the affirmative relief required in Section II.A.1.a.

12 2. The Effective Communication Class

13 a. Schedules

14 (i) As of the Effective Date, Disney will continue to
15 make available by telephone an audio recording that provides the schedules for
16 major entertainment offerings (e.g., Fantasmic, World of Color) at Disneyland and
17 DCA.

18 (ii) As of the Effective Date, Disney will provide a
19 telephone service to read parade and show information contained in the current and
20 applicable Schedule Information Sheet and answer questions about such parades
21 and shows upon request. Within 90 days after the Effective Date, the telephone
22 number for this service will be included on the "Services for Guests with Visual
23 Disabilities" Information Sheet that is available at the Disney Parks and will be
24 posted on the www.disneyland.com and www.disneyworld.com websites on the
25 respective "Visual Disabilities" pages. This telephone service will be available at
26 least until the earlier of the following events: (a) the Next Generation Handheld
27 Device is deployed and contains the information available on the Schedule
28 Information Sheet, and (b) the applicable portions of the "Park Hours and

1 Schedule” pages of the www.disneyland.com and www.disneyworld.com websites
2 containing the information on the Schedule Information Sheet are available in
3 screen-readable format.

4 (iii) Disney will take the actions identified in Sections
5 II.A.1.a.(i)A and II.A.1.a.(ii)B for making information accessible that is contained
6 on the “Park Hours and Schedule” pages of the www.disneyland.com and
7 www.disneyworld.com websites.

8 b. Menus

9 (i) As of the Effective Date, Disney will provide a
10 telephone service to read information from menus for Restaurants whose menus are
11 posted on the “Dining” pages of the respective www.disneyland.com and
12 www.disneyworld.com websites and answer questions about such menus upon
13 request. Within 90 days after the Effective Date, the telephone numbers for this
14 service will be included on the “Services for Guests with Visual Disabilities”
15 Information Sheet and will be posted on the “Visual Disabilities” pages of the
16 respective www.disneyland.com and www.disneyworld.com websites. This
17 telephone service will be available at least until the earlier of the following events:
18 (a) the Next Generation Handheld Device is deployed and contains menu content
19 for the Restaurants that Disney identifies in Schedule E-1 of Exhibit E to this
20 Settlement Agreement, and (b) the menus available on the www.disneyland.com
21 and www.disneyworld.com websites are available in screen-readable format.

22 (ii) Disney will take the actions identified in Sections
23 II.A.1.a.(i)B and II.A.1.a.(ii)C for making information accessible that is contained
24 on the “Dining” pages of the www.disneyland.com and www.disneyworld.com
25 websites.

26 (iii) Disney will include in the audio description service
27 on the Next Generation Handheld Device menu content for the three Restaurants
28 that it identifies in Schedule E-2 of Exhibit E to this Settlement Agreement.

1 (iv) In developing the Next Generation Handheld
2 Device, Disney will explore the possibility of including menu content for all
3 Restaurants whose menus are available on the www.disneyland.com and
4 www.disneyworld.com websites. Disney agrees to use diligent, good faith efforts
5 to include menu content for the Restaurants that it identifies in Schedule E-3 of
6 Exhibit E to this Settlement Agreement.

7 (v) Disney will update its Operating Guidelines for
8 food and beverage locations to provide that employees should read menus,
9 including entire menus, to guests, upon request.

10 (vi) Disney will provide a Braille menu at the four
11 Restaurants it identifies in Schedule E-4 of Exhibit E to this Settlement Agreement.
12 These Braille menus may be sample menus that provide examples of the menu
13 items, but do not necessarily accurately and completely reflect all short-term,
14 temporary or daily menu items.

15 c. Stationary Braille Maps

16 Disney will provide at least two stationary Braille maps in
17 each of the Disney Parks, except that stationary Braille maps will not be installed at
18 DCA Park until approximately six months after its current renovation project is
19 completed, which is targeted for June 2012.

20 d. Mobile Braille Maps

21 Disney will provide mobile Braille maps at the Disney
22 Parks for guests with visual impairments to borrow upon posting a refundable
23 deposit not to exceed the deposit required for borrowing of the Handheld Device.

24 e. Handheld Device

25 (i) Disney will take the actions stated in Sections
26 II.A.2.b.(iii) and II.A.2.b.(iv) and will also provide information in the audio
27 description service of the Handheld Device relating to the locations of service
28 animal relief areas. Named Plaintiffs acknowledge that these actions may benefit

1 members of the Effective Communication Settlement Class.

2 (ii) In developing the Next Generation Handheld
3 Device, Disney will explore the possibility of: (a) providing navigational
4 capabilities that will allow guests with visual impairments to hear information
5 directing them to their desired locations; and (b) posting GPS coordinates for
6 various attractions or other locations within the Disney Parks for use by guests with
7 visual impairments who use map or global positioning system devices.

8 (iii) Disney has considered any input provided by
9 Named Plaintiffs regarding the functionality of the Handheld Device prior to
10 Named Plaintiffs' entering into the Settlement Agreement.

11 f. Companion Tickets

12 (i) Within 10 business days after the Effective Date,
13 Disney will provide, at no charge, on a one-time basis, 100 one-day tickets for
14 admission to either Disneyland or DCA, and 100 one-day tickets for admission to
15 either Magic Kingdom, Epcot Center, Disney's Hollywood Studios or Disney's
16 Animal Kingdom, to no more than two 501(c)(3) charitable organizations, as
17 provided below. The Parties shall jointly select up to two charitable organizations
18 whose primary purpose is to serve individuals with visual impairments, but only
19 one organization for the tickets to the Disney Parks at the Disneyland Resort and
20 one organization for the tickets to the Disney Parks at the Walt Disney World
21 Resort.

22 (ii) The Parties agree that, by providing the enhanced
23 capacity and content of the audio description service on the Handheld Device (as
24 described in Section II.A.2.e above), and by providing temporary kenneling at
25 attractions on which service animals cannot ride (as described in Section II.A.3.e
26 below), Disney materially increases the ability of class members to visit the Disney
27 Parks without the assistance of a sighted companion.

3. The Service Animal Class

a. Within 90 days after the Effective Date, Disney will designate at least three service animal relief areas in the public areas at each of the Disney Parks and will continue to allow service animal relief in any open area at the Disney Parks.

b. Within 180 days after the Effective Date, Disney will add information about the location of the designated service animal relief areas in each of the Disney Parks to (i) the “Visual Disabilities” and “Services for Guests with Service Animals” pages of the respective www.disneyland.com and www.disneyworld.com websites; and (ii) the “Services for Guests with Visual Disabilities” and the “Services for Guests with Service Animals” Information Sheets. Disney will also add information about the location of the designated service animal relief areas in each of the Disney Parks to the relevant stationary and mobile Braille maps provided pursuant to this Settlement Agreement.

c. Within the time stated in that Section II.A.2.e.(i), Disney will take the actions noted in that Section to add information to the audio description service on the Handheld Device describing the location of designated service animal relief areas.

d. Disney will update the Operating Guidelines for its custodial employees and for employees working in the areas adjacent to the designated service animal relief areas to note the location of the designated service animal relief areas and policies for use of the areas.

e. Disney will provide temporary kennels or cages at attractions at which service animals cannot ride.

f. Disney will post on the respective “Visual Disabilities” pages of the www.disneyland.com and www.disneyworld.com websites, and include on the “Services for Guests with Service Animals” and “Services for Guests with Visual Disabilities” Information Sheets, its policy, applicable at attractions at

1 which service animals cannot ride, of allowing guests with service animals to leave
2 such service animals with another member of the guest's party and to permit the
3 guest or individual temporarily handling the service animal to exchange places with
4 the guest who has just taken the ride or attraction.

5 g. Not later than 14 days after the Effective Date, WDPR
6 will commence permitting guests with visual impairments at the Disneyland Resort
7 who are accompanied by service animals to use the service animal relief area and
8 run at the Disneyland Resort kennel free of charge, provided that the guest stays
9 with the service animal at all times while visiting the kennel.

10 h. Disney will update its Operating Guidelines for WDPR
11 employees who portray characters in the Disney Parks to provide that their
12 interactions with a guest accompanied by a service animal should occur as if the
13 guest were not accompanied by the service animal. Training for WDPR employees
14 working as characters will include training on this aspect of the updated Operating
15 Guidelines.

16 4. The Infrastructure Class

17 a. Within six months after the Effective Date, Disney will
18 update its relevant Operating Guidelines to provide that disabled parade viewing
19 areas are available to all guests with disabilities, including guests with visual
20 impairments, who require preferential viewing as a result of their disability. Disney
21 will continue to make these viewing areas available on a first-come, first-served
22 basis.

23 b. Disney has reviewed its current designated disabled
24 parade viewing areas in the Disney Parks to consider whether the level of non-
25 parade ambient noise materially interferes with a guest's ability to experience the
26 parade. The Named Plaintiffs acknowledge that Disney has already considered
27 their input on this subject.

28 c. Disney will install five keyed lockers at a single location

1 at each of the Disneyland and DCA Parks. Locker keys will be made available to
2 guests with visual impairments at a location determined by WDPR to be
3 appropriate and near the keyed lockers. The rental rate of keyed lockers will not
4 exceed the rental rate of non-keyed lockers.

5 d. Parking

6 (i) Disney will designate in the Pinocchio Lot at the
7 Disneyland Resort the number of disabled parking spaces required by the applicable
8 Americans with Disabilities Act Guidelines and by Title 24 of the California
9 Building Code (the "Design Standards"). Consistent with these Design Standards,
10 Disney will designate these parking spaces in the location that it determines to be
11 the most proximate to the tram loading/unloading area adjacent to the Pinocchio
12 Lot and the Mickey & Friends Parking Structure (the "Loading Area"). Disney will
13 also create paths of travel between these parking spaces and the Loading Area that
14 comply with the applicable provisions of the Design Standards.

15 (ii) Disney will, to the extent necessary, relocate or
16 reconfigure any disabled parking spaces or paths of travel in the Mickey & Friends
17 parking structure so that, other than the guest's own vehicle, a guest with
18 disabilities is not required to travel behind parked vehicles.

19 **B. Modification of Obligations in the Ordinary Course**

20 Nothing in this Settlement Agreement is intended, nor shall it be
21 interpreted, to prevent Disney, as part of its ongoing operations of the Disney Parks
22 or of the Disney Websites, from implementing changes to the features of the Parks
23 or Disney Websites, or their operation, that would modify any of Disney's
24 obligations under Section II.A. of this Settlement Agreement (including eliminating
25 any such feature or its operation), provided that any such changes to the Parks or
26 Disney Websites or their operations comply with the Americans with Disabilities
27 Act (42 U.S.C. §§ 12101 *et seq.*), the Unruh Civil Rights Act (Cal. Civ. Code §§ 51
28 *et seq.*), the Disabled Persons Act (Cal. Civ. Code §§ 54 *et seq.*) and all other laws

1 and regulations prohibiting discrimination against individuals with disabilities.

2 **III. NOTICE TO SETTLEMENT CLASSES**

3 In their motion seeking preliminary approval of the Settlement Agreement,
4 the Named Plaintiffs, WDPR and Disney Online will propose that Class Counsel
5 email or mail a copy of the Notice substantially in the form of Exhibit A to this
6 Settlement Agreement to each individual known to Class Counsel to have a visual
7 disability and to have expressed any concerns similar to those which Named
8 Plaintiffs have alleged in the Action. WDPR and Disney Online will make
9 reasonable efforts, and will bear the costs, to publish the Notice in the next edition
10 of the regularly-circulating publications of the National Federation of the Blind, the
11 American Council of the Blind, The American Foundation for the Blind, and the
12 Los Angeles Radio Reader Service. Counsel for the Parties shall distribute the
13 Notice described in this Section within 14 calendar days after the Court enters the
14 Preliminary Approval Order.

15 The failure of any Class Members to receive the Notice shall not be a basis
16 for invalidating this Settlement Agreement or any order entered pursuant to this
17 Settlement Agreement, and the settlement shall nevertheless be binding upon all
18 Class Members.

19 **IV. CAFA NOTICE**

20 Within 14 calendar days after the Court enters the Preliminary Approval
21 Order, WDPR and Disney Online shall serve notice of the proposed settlement in
22 compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. §§
23 1711 *et seq.*

24 **V. RELEASE BY NAMED PLAINTIFFS**

25 In consideration for the mutual promises and covenants set forth or referred
26 to in this Settlement Agreement, the Named Plaintiffs, upon the entry of the Final
27 Approval Order, will release Disney, its subsidiaries and affiliated companies, and
28 in the case of all such entities, their respective past and present owners,

1 representatives, officers, directors, shareholders, attorneys, agents, employees,
2 insurers, successors and assigns (collectively referred to as the "Released Parties")
3 from any and all claims, counter-claims, liabilities, obligations, demands, and
4 actions of any and every kind or nature whatsoever, known or unknown, that have
5 arisen or might have arisen at any time up to and including the Effective Date. This
6 Release includes any claims that were, or could have been, asserted in the Action,
7 including, without limitation, individual and class claims for discrimination and/or
8 denial of equal access to or enjoyment of any goods, services, facilities, websites,
9 privileges, advantages, or accommodations based upon a disability related to visual
10 impairment in violation of the Americans with Disabilities Act (42 U.S.C. §§ 12101
11 *et seq.*), the Unruh Civil Rights Act (Cal. Civil Code §§ 51 *et seq.*), the Disabled
12 Persons Act (Cal. Civil Code §§ 54 *et seq.*), any other state, local or federal statute,
13 rule, or regulation, or common law that governs, addresses, or affects the rights of
14 individuals with disabilities to gain equal or full access to or enjoyment of places of
15 public accommodation or places open to the public. This release includes, but is
16 not limited to, claims for relief alleging a pattern and practice of disability-based
17 discrimination in connection with, or an unlawful disparate impact associated with,
18 access to or enjoyment of the Disney Parks or the websites owned or operated by
19 Disney.

20 VI. RELEASE BY CLASS MEMBERS

21 In consideration for the mutual promises and covenants set forth or referred
22 to in this Settlement Agreement, Class Members who are not Named Plaintiffs and
23 each of their executors, successors, heirs, assigns, administrators, agents and
24 representatives (collectively referred to as the "Releasing Parties"), upon the entry
25 of the Final Approval Order, will release the Released Parties from any and all
26 claims, counter-claims, liabilities, obligations, demands, and actions of any and
27 every kind or nature whatsoever, known or unknown, that the Releasing Parties
28 may have against the Released Parties for discrimination and/or denial of equal

1 access to or enjoyment of any goods, services, facilities, websites, privileges,
2 advantages, or accommodations based upon a disability related to visual
3 impairment under the common law or any state, local or federal statute, rule or
4 regulation, arising from Disney's practices or procedures in connection with, or the
5 condition of, the Disney Parks or websites owned or operated by Disney prior to the
6 Effective Date, or as those practices, procedures or conditions at the Disney Parks
7 or of the websites owned or operated by Disney are subsequently modified to
8 comply with the terms of this Settlement Agreement. This release includes but is
9 not limited to any and all claims that have arisen or might have arisen that could
10 have been asserted in the Action, including claims in violation of the Americans
11 with Disabilities Act (42 U.S.C. §§ 12101 *et seq.*), the Unruh Civil Rights Act (Cal.
12 Civil Code §§ 51 *et seq.*), the Disabled Persons Act (Cal. Civil Code §§ 54 *et seq.*),
13 any other state, local or federal statute, rule, or regulation, or common law that
14 governs, addresses or affects the rights of individuals with disabilities to gain equal
15 or full access to or enjoyment of places of public accommodation or places open to
16 the public. This release includes, but is not limited to, claims for class-wide
17 injunctive or declaratory relief alleging a class-wide pattern and practice of visual
18 disability-based discrimination in connection with, or an unlawful disparate impact
19 associated with, access to or enjoyment of the Disney Parks or the websites owned
20 or operated by Disney. This release includes any claims for damages, fines or
21 penalties in amounts statutorily authorized (including as determined by reference to
22 minimum or other prescribed amounts) for violations of the State Disability
23 Statutes, but does not include claims for monetary damages (including as they may
24 be multiplied) in individualized amounts recoverable by a Class Member that,
25 under the State Disability Statutes or common law, are determined, not by reference
26 to a minimum or other statutorily prescribed amount, but by the actual harm, loss,
27 bodily injury, injury to property, emotional distress, or economic damage allegedly
28 suffered by a Class Member. By way of example, this release includes claims for

1 the \$4,000 and \$1,000 minimum damages authorized in California Civil Code
2 Section 52(a) and Section 54.3, respectively. This release is intended to bind all
3 Settlement Classes and Class Members and to preclude such Class Members from
4 asserting or initiating, either individually or through any third party, future claims
5 with respect to the issues in this Action or the subject matter of this Settlement
6 Agreement.

7 **VII. CIVIL CODE § 1542 WAIVER**

8 As further consideration and inducement for this Settlement Agreement and
9 upon the satisfaction or waiver of any conditions subsequent set forth in this
10 Settlement Agreement, to the extent permitted by law, with respect to the Released
11 Claims, Named Plaintiffs, for themselves and for all Releasing Parties, (i) waive
12 and release any and all rights under Section 1542 of the California Civil Code or
13 any analogous state, local, or federal law, statute, rule, order or regulation that they
14 have or may have, (ii) acknowledge that the effect and impact of Section 1542 has
15 been explained to them by their own counsel, and (iii) further acknowledge that
16 they may later discover facts different than or in addition to those which they now
17 know or believe to be true with respect to the claims, demands, debts, liabilities,
18 actions, causes of action, costs and expenses released, and agree that this Settlement
19 Agreement shall be and will remain effective notwithstanding such different or
20 additional facts. California Civil Code Section 1542 reads as follows:

21 "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
22 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
23 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
24 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST
25 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
26 WITH THE DEBTOR."
27
28

1 Named Plaintiffs, for themselves and for all Releasing Parties, expressly
2 waive the protections of California Civil Code Section 1542 with respect to the
3 Released Claims.

4 **VIII. NAMED PLAINTIFFS' SERVICE PAYMENTS**

5 In recognition of the Named Plaintiffs' role in prosecuting this Action,
6 including the provision of information to Class Counsel, assisting with disclosures
7 and feedback to Disney, responding to Disney's discovery requests, and appearing
8 and testifying at depositions noticed by Disney, Class Counsel shall file a motion
9 for an award of service payments of no more than \$15,000 for each Named Plaintiff
10 to be paid by Disney, which motion shall be heard at the time of the Final Approval
11 and Fairness Hearing. Class Counsel shall file this motion within 14 days after the
12 Court enters the Preliminary Approval Order. Disney shall neither oppose nor
13 support this motion. The amount of each service payment will be determined by
14 the Court.

15 If approved by the Court, and subject to each of the Named Plaintiffs
16 providing counsel of record for Disney with completed Forms W-9, Disney shall
17 pay the approved service payment amounts to the Named Plaintiffs within 30 days
18 after the Effective Date by means of a check sent by certified U.S. mail to the
19 address provided by Class Counsel. Disney shall issue Forms 1099 to each of the
20 Named Plaintiffs for the full amount of such payments.

21 **IX. ATTORNEYS' FEES AND COSTS**

22 Class Counsel shall file a motion for an award of reasonable attorneys' fees
23 and costs not to exceed \$1,550,000. This award and amount shall include all fees
24 and costs recoverable including any attorneys' fees and costs incurred after the date
25 of this Settlement Agreement. This motion shall be heard at the time of the Final
26 Approval and Fairness Hearing. Class Counsel shall file the motion for an award of
27 fees within 14 days after the Court enters the Preliminary Approval Order. Disney
28

1 shall not oppose this motion or any proposed order awarding fees and costs in an
2 amount not to exceed \$1,550,000 in the aggregate.

3 Subject to each of the Class Counsel providing counsel of record for Disney
4 with completed Forms W-9 and appropriate and complete wiring instructions,
5 Disney shall pay any amounts due pursuant to this section and an Order of the
6 Court within 30 days after the Effective Date by wiring the appropriate amount to a
7 bank account designated for such purposes by Class Counsel.

8 **X. PRELIMINARY APPROVAL**

9 Named Plaintiffs, WDPR and Disney Online will submit this Settlement
10 Agreement to the Court, and request (1) preliminary approval of the terms of the
11 Settlement Agreement, (2) approval of the Notice attached as Exhibit A to this
12 Settlement Agreement, or such other notice that the Court shall mandate, and (3)
13 approval of all other steps to be taken to obtain Final Approval. Named Plaintiffs,
14 WDPR and Disney Online will request that the Court enter a Preliminary Approval
15 Order, substantially in the form of Exhibit B.

16 Named Plaintiffs, WDPR and Disney Online shall cooperate to obtain the
17 Court's prompt preliminary and final approval of the Settlement Agreement. To
18 expedite the implementation of the Settlement Agreement, Named Plaintiffs,
19 WDPR and Disney Online shall ask the Court to set the hearing on the final
20 approval of the Agreement no more than 75 days after the first provision of the
21 Notice.

22 Counsel for Named Plaintiffs, WDPR and Disney Online shall distribute the
23 Notice within 14 days after the Court enters the Preliminary Approval Order. In
24 addition, Class Counsel shall file the motions contemplated in Sections VIII and IX
25 above within 14 days after the Court enters the Preliminary Approval Order.

26 **XI. CLASS MEMBER OBJECTIONS**

27 Any member of the Settlement Classes who elects to object to this Settlement
28 Agreement and the proposed Preliminary Approval Order or otherwise to be heard

1 concerning this settlement, shall timely inform Class Counsel, in writing of his or
2 her intent to object or appear at the Final Approval and Fairness Hearing by
3 following the procedures set forth in the Notice. The objection date shall be set at
4 least 35 days after the date on which Notice is distributed, and shall be after the date
5 that Class Counsel files the motions contemplated in Sections VIII and IX above.

6 **XII. FINAL APPROVAL AND FAIRNESS HEARING**

7 On the date set forth in the Notice, the Court shall conduct the Final
8 Approval and Fairness Hearing.

9 The Parties shall request that, if the Court approves the Settlement
10 Agreement at the Final Approval and Fairness Hearing, it shall enter the Final
11 Approval Order substantially in the form proposed as Exhibit C to this Settlement
12 Agreement.

13 **XIII. FINAL APPROVAL ORDER**

14 The Final Approval Order shall: (a) dismiss the Second Amended Complaint
15 and Teresa Stockton's allegations in the First Amended Complaint with prejudice;
16 (b) approve the settlement, adjudging the terms of this Settlement Agreement to be
17 fair, reasonable and adequate, and direct consummation of its terms and provisions;
18 and (c) permanently enjoin all Class Members from presenting against Disney or its
19 present or former parent companies, subsidiaries, affiliates, shareholders, officers,
20 directors, employees, partners, agents, representatives, attorneys, insurers, and any
21 other successors and assignees, any individual or Settlement Class claims that are
22 released by Sections V or VI of this Settlement Agreement or which were or could
23 have been asserted in the Action.

24 **XIV. DISPUTE RESOLUTION**

25 The Parties agree that only the Parties, or Class Counsel on behalf of a
26 member of the Settlement Class, may initiate a proceeding for violation or
27 enforcement of the terms of the Settlement Agreement and that before any Party or
28 Class Counsel initiates any claim, motion or other proceeding for violation or

1 enforcement of the Settlement Agreement, the complaining Party must first provide
2 the counterparty with (i) written notice of the matter in dispute to the counsel of
3 record in the Action for that counterparty and (ii) a reasonable opportunity to cure
4 any alleged event of default or omission. The Party receiving such written notice of
5 a matter in dispute must respond in writing within four weeks of receipt of the
6 notice providing either a statement of opposition to the claim or of its intent to cure.
7 In the event that this notice and cure procedure is unavailing, the Parties may apply
8 to the Court to enforce the Settlement Agreement.

9 **XV. FORCE MAJEURE**

10 Disney's obligations under this Settlement Agreement, including the
11 obligations under Section II.A of this Settlement Agreement, may be postponed if
12 the postponement is caused by or attributable to a *force majeure*. Under this *force*
13 *majeure* provision, Disney's obligations under this Settlement Agreement may be
14 tolled, for the period of the *force majeure*'s effect, if any inability to perform any
15 obligations under this Settlement Agreement is due to acts of God, war, government
16 laws or regulations, terrorism, disaster, strikes, civil disorder or an emergency
17 beyond Disney's control, that make it illegal or impossible for Disney to perform.

18 **XVI. APPLICABLE LAW**

19 The Parties agree that this Settlement Agreement shall be in all respects
20 interpreted, enforced and governed by and under federal law and, to the extent that
21 resort must be had to state law, by the law of the State of California.

22 **XVII. FAILURE TO OBTAIN FINAL APPROVAL**

23 In the event that this Settlement Agreement does not become final and
24 effective in its current form, for whatever reason, this entire Settlement Agreement,
25 including its exhibits, shall become null and void and of no force or effect. In that
26 event, no Party shall make any arguments in the Action based on any other Party
27 having made any agreement in any of the papers submitted in connection with the
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1 settlement process, or any Preliminary Approval Order entered as part of the
2 settlement process.

3 **XVIII. CONFIDENTIALITY**

4 All proprietary and confidential documents or information that previously
5 have been provided to Class Counsel and/or the Named Plaintiffs as of the date this
6 Settlement Agreement is executed shall be treated as, and shall forever remain,
7 confidential. Those documents and information shall not be disclosed to anyone
8 other than the Court or agreed-upon mediator or special master in connection with
9 any proceedings to enforce any provision of this Settlement Agreement. If such
10 disclosure is deemed necessary by Class Counsel, Class Counsel shall identify and
11 disclose to Disney such documents and information deemed necessary to disclose at
12 least 10 business days prior to filing such documents with the Court, mediator, or
13 special master, and, if Disney so requests, shall seek permission to file said
14 documents with this Court, mediator, or special master under seal. All the files,
15 records, discovery, investigation, work papers and any other document, whether
16 electronic or written, that describes or contains any assessment of practices of
17 Disney or which describes a condition, act or event at the Disney Parks or which
18 relates to any of the websites owned or operated by Disney (with the exception of
19 documents that were publicly filed with the Court) shall not be made available to or
20 transferred to any other person and shall be kept and maintained by Class Counsel
21 inviolate. Class Counsel warrant to Disney that they shall not produce their files, or
22 any portion of such files (with the exception of documents that were publicly filed
23 with the Court), to any other person unless compelled to do so by a formal legal
24 process in which event Class Counsel shall promptly notify counsel of record for
25 Disney of that event. Nothing in this paragraph shall prevent Class Counsel from
26 using any information obtained in the course of this case in connection with any
27 action necessary to enforce or maintain the Settlement Agreement, or in connection
28 with any claim of professional negligence brought against Class Counsel.

1 Within 60 days after the Effective Date, all proprietary and confidential
2 documents or information provided to Class Counsel by Disney and designated as
3 “Confidential” or a similar designation pursuant to the Confidentiality Agreement
4 executed by the Parties and all copies of such documents or information shall be
5 destroyed, except that Class Counsel may maintain copies of all documents filed
6 with the Court. Certification of such destruction shall be provided to counsel of
7 record for Disney.

8 Other than necessary disclosures made to the Court, including the public
9 filing of this Settlement Agreement and the Class Notice attached as Exhibit A to
10 this Settlement Agreement, the Parties’ settlement negotiations and all related
11 information shall be held strictly confidential by Class Counsel and the Named
12 Plaintiffs, and shall not be disclosed to any third parties (including the media).
13 Notwithstanding the provisions in this Section, Class Counsel and the Named
14 Plaintiffs may communicate with members of the Classes for purposes of
15 implementing, administering and enforcing the Settlement Agreement as provided
16 in this Settlement Agreement, and Class Counsel may respond to inquiries they
17 receive from Class Members.

18 **XIX. COMMUNICATIONS WITH THE MEDIA**

19 The Parties and their counsel agree that they will not issue any press releases,
20 initiate any contact with the media, or have any communications with the media
21 about this Action or the fact, amount or terms of the settlement, except that Disney
22 may make statements to the media about the accessibility of the Disney Parks or
23 Parks Websites for its guests with disabilities, and the enhancements that it has
24 agreed to make for guests with visual impairments.

25 **XX. MISCELLANEOUS**

26 **A. No Oral Modification**

27 This Settlement Agreement may not be changed, altered, or modified,
28 except in writing and signed by the Parties to this Settlement Agreement, and

1 approved by the Court. This Settlement Agreement may not be discharged except
2 by performance in accordance with its terms or by a writing signed by all of the
3 Parties to this Settlement Agreement.

4 **B. Entire Agreement**

5 This Settlement Agreement contains the entire agreement between the
6 Parties relating to the settlement and transaction contemplated by this Settlement
7 Agreement, and all prior or contemporaneous agreements, understandings,
8 representations, and statements, whether oral or written and whether by a Party or
9 such Party's legal counsel are merged into this Settlement Agreement. No rights
10 under this Settlement Agreement may be waived except in writing.

11 **C. Successors in Interest**

12 This Settlement Agreement shall be binding upon and inure to the
13 benefit of the Parties to this Settlement Agreement and their respective heirs,
14 trustees, executors, administrators, successors and assigns.

15 **D. Execution in Counterparts**

16 This Settlement Agreement may be executed in counterparts, and
17 when each Party has signed and delivered at least one such counterpart, each
18 counterpart shall be deemed an original, and, when taken together with other signed

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1 counterparts, shall constitute one fully-signed Settlement Agreement, which shall
2 be binding upon and effective as to all Parties.

3 STIPULATED AND AGREED TO BY:

4
5 Dated: January 18, 2013

DRINKER BIDDLE & REATH LLP

6
7 By: /s/ David H. Raizman
DAVID H. RAIZMAN

8 Attorneys for Defendants
9 Walt Disney Parks and Resorts U.S.,
Inc., Disney Online, and Walt Disney
10 Parks and Resorts Online

11 Dated: January 18, 2013

FORIZS & DOGALI, P.A.

12
13 By: /s/ Andy Dogali
ANDY DOGALI

14 Attorneys for Named Plaintiffs
15 Cari Shields and Amber Boggs and
16 the Settlement Classes

17 Dated: January 18, 2013

EUGENE FELDMAN, ATTORNEY AT
LAW, APC

18
19 By: /s/ Eugene Feldman
EUGENE FELDMAN

20 Attorneys For Named Plaintiffs
21 Cari Shields and Amber Boggs and
22 the Settlement Classes
23
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CERTIFICATE OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is Drinker Biddle & Reath LLP, 1800 Century Park East, Suite 1400, Los Angeles, California 90067.

On **January 18, 2013**, I served the foregoing document described as: **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE** on the interested parties in this action by transmitting a copy as follows:

SEE ATTACHED SERVICE LIST

 X **By ELECTRONIC FILING** (I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to counsel denoted on the attached Service List.)

 By PERSONAL SERVICE

 by personally delivering such envelope to the addressee.

 by causing such envelope to be delivered by messenger to the office of the addressee.

 X **By UNITED STATES MAIL** (I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.)

 By OVERNIGHT DELIVERY (by causing such envelope to be delivered to the office of the addressee by overnight delivery via Federal Express or by other similar overnight delivery service.)

 By FAX TRANSMISSION

 (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

 X (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on **January 18, 2013**, at Los Angeles, California.

 MELANIE WILLIS
Name

 /s/ Melanie Willis
Signature

SERVICE LIST

Cari Shields, et al. v. Walt Disney Parks and Resorts US, Inc., et al.
USDC Case No. 2:10-cv-05810-DMG-FMO

Served Electronically

A. Anderson B. Dogali
adogali@forizs-dogali.com, cfranklin@forizs-dogali.com

Barbara Ursula Uberoi
buberoi@forizs-dogali.com, ksutton@forizs-dogali.com

Lee Wm. Atkinson
latkinson@forizs-dogali.com

Eugene Feldman
genefeldman@mindspring.com

David Grant Geffen
geffenlaw@aol.com, surisageffenlaw@aol.com, smgeffenlaw@aol.com

Surisa E. Rivers
Surisageffenlaw@aol.com

Mehgan Sidhu
msidhu@nfb.org

Served by U.S. Mail

Teresa Stockton
1760 West Avenue J-12, Apt 107
Lancaster, CA 93534