



the Settlement Agreement. Plaintiffs' counsel has repeatedly implored the defendant to carry out its obligations, to no avail. Plaintiffs therefore request the following immediate relief:

1. Enforcement of the Settlement Agreement by an order for specific performance.
2. Attorney's fees for having to bring this motion.

Local Rule 7.1(a) requires Plaintiffs to ascertain whether this motion will be opposed. Plaintiffs' counsel telephoned Defendants' counsel on multiple occasions during December and early January to explain the nature of this motion and its legal basis. Plaintiffs' counsel again telephoned Defendant on January 22, 2015 to discuss concurrence, and sent an e-mail memorializing that phone call. Plaintiffs' counsel requested but did not obtain concurrence in the relief sought.

A supporting brief and exhibits accompany this motion.

Respectfully submitted,

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IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

MICHAEL HARRIS & KARLA HUDSON, )

Plaintiffs, )

v. )

WAYNE COUNTY AIRPORT AUTHORITY, )

Defendant. )

Case No. 2:14-cv-13630  
Hon. David M. Lawson

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**BRIEF IN SUPPORT OF PLAINTIFFS' MOTION TO ENFORCE  
SETTLEMENT AGREEMENT AND AWARD ATTORNEY'S FEES**



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**TABLE OF CONTENTS**

INDEX OF AUTHORITIES ..... iii

INTRODUCTION ..... 1

RELEVANT FACTS ..... 2

ARGUMENT ..... 5

    I.    THE COURT SHOULD ORDER SPECIFIC PERFORMANCE OF THE  
          SETTLEMENT AGREEMENT ..... 5

        A. This Court has the inherent power to enforce the Settlement Agreement ..... 5

        B. The parties reached an agreement on all material terms ..... 6

        C. The Defendant is in breach of the Agreement ..... 6

            1. Failure to modify the non-conforming slope in the pedestrian walkway  
               between Door 401 and Door 402 ..... 7

            2. Failure to heat the bus shelters ..... 7

            3. Failure to maintain a climate controlled waiting area in the GTC ..... 10

            4. Illegal reconfiguration of the GTC and use of Door 402 ..... 11

        D. Specific Performance is the appropriate remedy ..... 12

    II.   THE COURT SHOULD AWARD ATTORNEYS FEES ..... 13

CONCLUSION ..... 15



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Southfield, MI 48076  
P: (248) 284-2480

**INDEX OF AUTHORITIES**

**Cases**

*Alyeska Pipeline*, 421 U.S. 240, 258-259 (1975) ..... 14

*Bamerilease Capital Corp. v. Nearburg*, 958 F.2d 150, 152 (6th Cir. 1992) ..... 12

*Brock v. Scheuner Corp.*, 841 F.2d 151, 154 (6th Cir. 1988) ..... 5, 6

*Doe v. Hogan*, 421 F. Supp. 2d 1051, 1057 (S.D. Ohio 2006) ..... 14

*Ruegsegger v. Bangor Twp. Relief Drain*, 127 Mich. App. 28, 31 (1983) ..... 12

*Tocci v. Antioch Univ.*, 967 F. Supp. 2d 1176, 1180 (S.D. Ohio 2013) ..... 14

**Statutes**

29 U.S.C. § 794 ..... 14

29 U.S.C. § 794a(b) ..... 13, 14

42 U.S.C. § 12101 ..... 14

42 U.S.C. § 12205 ..... 13, 14



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## INTRODUCTION

In September 2014, Plaintiffs Karla Hudson and Michael Harris filed the instant action to maintain the accessibility of Public Transportation at the Defendant Wayne County Airport Authority's McNamara Terminal. The Plaintiffs alleged, *inter alia*, that the relocation of Public Transportation from curbside at the International Arrivals level of the McNamara Terminal, to across the street and 600 feet over, created barriers to individuals with disabilities sufficient to constitute an actionable suit under Section 504 of the Rehabilitation Act and Titles II and V of the Americans with Disabilities Act. Indeed, the Plaintiffs were not alone in their concerns related to the relocation of Public Transportation. The Governor of Michigan, the Attorney General, the Michigan Department of Transportation Director, and the State Transportation Commission Chair had all voiced concerns about the Defendant's plans for the relocation of Public Transportation.

With the Defendant having ignored the concerns of those in State Government charged with protecting the traveling public, the Plaintiffs sought equitable relief in the form of a Preliminary Injunction to enjoin the Defendant from relocating Public Transportation. On the eve of an Evidentiary Hearing on Plaintiff's Motion, the parties reached a Settlement Agreement, allowing the Defendant to relocate Public Transportation and contemporaneously mandating substantive changes to the new location.

It was an impressive Settlement Agreement, one that allowed the Defendant its desired move, and ensured the Plaintiffs would have safe continued access to Public Transportation. The changes were common sense in nature, and successful implementation of each change was interdependent on adherence to all of the changes, as they served as an interconnected framework for accessibility in the new location. Unfortunately, the Defendant has in many



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instances chosen to ignore the required changes in the Settlement Agreement, or has not substantively complied with the intended modifications. The result is the Defendant has now enjoyed the benefit of its bargain without living up to its responsibilities: being permitted to move Public Transportation to the new location without making the necessary and agreed upon changes. Without action by this Honorable Court, the Defendant will continue to force Public Transportation to operate in substandard conditions in violation of the Settlement Agreement.

### **RELEVANT FACTS**

On September 19, 2014, Plaintiffs Karla Hudson and Michael Harris brought an action against the Wayne County Airport Authority for the relocation of the bus stop for public transportation providers from the International Arrivals level of the McNamara Terminal to the far end of the Ground Transportation Center, in violation of Titles II and V of the Americans with Disabilities Act and Section 504 of Rehabilitation Act. On October 17, 2014, Plaintiffs and Defendant entered into a Settlement Agreement, which was read into the record before this Honorable Court. (*See* Exhibit A, Order of Dismissal Without Prejudice) The case was dismissed with prejudice, but the Court retained jurisdiction over the matter until September 1, 2015, or until such time as the terms of the Settlement Agreement are carried out. *Id.* The parties reduced their Agreement to writing, and executed said Agreement on October 31, 2014. (Exhibit B, Settlement Agreement) The Agreement was contingent upon Michigan Flyer, LLC and Indian Trails, Inc. releasing the Defendant from claims arising out of the relocation of the public transportation bus stop. (*Id.* ¶ 4) On November 4, 2014, Michigan Flyer and Indian Trails executed said release. (Exhibit C, Michigan Flyer Release)

Since that time, the Airport has violated several terms of the Settlement Agreement. The Plaintiffs have tried to work cooperatively with the Airport, but their pleas for compliance

have been snubbed. The Plaintiffs are left with no alternative than to seek intervention from this Honorable Court through the present motion.

The Settlement Agreement required the Defendant to modify a slope in the pedestrian walkway outside of Door 402, so passengers with disabilities can utilize Door 402 as an accessible route of travel. (Exhibit B, ¶ 1.F) This was to be completed by December 31, 2014. *Id.* As of February 2, 2015, the slope in question has not been substantively modified. (Exhibit D, Declaration of Oded Norkin, ¶ 47)

The Settlement Agreement required the Airport to install heating elements within the three bus shelters most proximate to the New Spots. (Exhibit B, ¶ 1.D) The purpose of these heaters was to provide warmth to passengers with disabilities forced to wait outside for up to 90 minutes while they wait for their bus or the assistance of Prospect Services, the company providing assistance to disabled passengers at the Airport. (Exhibit D, ¶ 26-28) The previous bus stop for public transportation, located curbside at the International Arrivals level of the McNamara terminal, allowed passengers to wait directly inside in a climate controlled environment, within a few feet of the bus stop. (*Id.*, ¶ 12) The new location for public transportation pick-up and drop-off is located 600 feet from the nearest indoor waiting area. *Id.* Passengers with disabilities are often not able to navigate this distance with their luggage without assistance. The heated shelters were intended to mitigate any potential harm or illness to disabled passengers during their wait. While the Airport did install mechanisms meant to heat the shelters, they do not achieve their intended purpose. (*Id.*, ¶ 23) One of the three mechanisms installed does not work at all. (*Id.*, ¶ 25) Remarkably, temperatures in the shelters have been observed at between 20 and 38 degrees Fahrenheit on multiple occasions, since the *heating mechanisms* have been installed. (*Id.*, ¶ 23)



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The Settlement Agreement required Defendant to install a customer service and information desk for Eligible Transportation Providers within the waiting area inside the GTC. (Exhibit B, ¶ 1.H) The purpose of this desk was to provide assistance for passengers with disabilities, thus allowing them to wait in a climate controlled waiting area until their bus arrived, and then receive the necessary assistance in navigating the 600 foot stretch from the indoor waiting area to the bus stops at the furthest end of the GTC. This term of the Agreement was premised on the indoor waiting area being “climate controlled.” *Id.* Since the execution of the Settlement Agreement, the indoor waiting area has frequently been between 31 degrees Fahrenheit and 48 degrees Fahrenheit. (Exhibit D, ¶ 33) Door 401, which leads into the indoor waiting area of the GTC, is frequently broken, resulting in it being left wide open. (Exhibit E.1, Broken Door 401) This allows the cold outdoor air and noxious fumes to flood into the indoor waiting area, contributing to the cold indoor temperatures.

The Settlement Agreement required the Defendant to eliminate the third bus stop, previously located in an active lane of traffic thus reducing the total number of spaces from three to two. (Exhibit B, ¶ 1.A) Immediately following the execution of the Settlement Agreement, instead of *eliminating* the third spot, the Airport began allowing some buses that would otherwise be required to park at the south end of the GTC in the remaining two spaces outlined in the Settlement Agreement, but not Michigan Flyer, to use a space located directly outside Door 402 of the indoor waiting area of the GTC. (Exhibit D, ¶ 40) This space is marked as a no-parking and no-loading zone. (*Id.*, ¶ 39) The use of this illegal space results in a dramatic constant increase in foot traffic through Door 402, which was not present at the time the Settlement Agreement was negotiated and signed, and which causes the Door to stay open



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quite often. (*Id.*, ¶ 41) With the door consistently open, the indoor waiting area is filled with frigid air and noxious fumes. (*Id.*, ¶ 43)

From 2006-2010, this space was not striped as a no-parking and no-loading zone, and it was designated for Michigan Flyer and other transportation companies as a loading and unloading zone. (*Id.*, ¶ 37) In 2010, former Airport Deputy CEO Jack Vogel forced Michigan Flyer and all other bus carriers out of this location, stating that loading in that space forces the door to remain open for prolonged periods of time, which allows cold air and vehicle fumes into the GTC waiting area, and use of Door 402 creates excessive pedestrian congestion, causing a safety hazard as the line of passengers waiting to board the buses blocks the exit. (*Id.*, ¶ 38) The Airport then striped that area as a no-parking and no-loading zone, and it remains striped that way today. (*Id.*, ¶ 39) Because the area was striped as a no-parking zone at the time the Settlement Agreement was entered into, the Airport's illegal use of this area, at the expense of the safety and comfort of the Plaintiffs and those similarly situated, constitutes a change to the "configuration" of the GTC sufficient to permit the Plaintiffs to return to Court under the express terms of said agreement. (Exhibit B, ¶ 6)

## ARGUMENT

### **I. THE COURT SHOULD ORDER SPECIFIC PERFORMANCE OF THE SETTLEMENT AGREEMENT.**

#### **A. This Court has the inherent power to enforce the settlement agreement.**

The power of this Court to enforce the terms of the Settlement Agreement is clear:

It is well established that courts retain the inherent power to enforce agreements entered into in settlement of litigation pending before them. . . . Before enforcing settlement, the district court must conclude that agreement has been reached on all material terms. The court must enforce the settlement as agreed to by the parties and is not permitted to alter the terms of the agreement.



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*Brock v. Scheuner Corp.*, 841 F.2d 151, 154 (6th Cir. 1988) (citations and internal quotation marks omitted). On October 17, 2014, this Honorable Court held a hearing during which the parties to this matter placed the terms of their settlement agreement on the record. (Exhibit A) The parties jointly requested that the Court allow either party to move to reopen the case to enforce the terms of the Settlement Agreement on or before September 1, 2015, and that the Court retain jurisdiction through that date to entertain such a motion and enforce the terms of the agreement. *Id.* Therefore, pursuant to established legal precedent, and the terms of the parties' Settlement Agreement, this Honorable Court has the power to entertain a motion and enforce the Settlement Agreement.

**B. The parties reached an agreement on all material terms.**

In this case, the parties reached an agreement on all material terms. The terms of the settlement were read into the record before this Honorable Court on October 17, 2014, and an order was entered dismissing the case without prejudice pursuant to the terms of that agreement. *Id.* The agreement was memorialized in writing and signed by all parties on October 31, 2014. (Exhibit B). The agreement was contingent on Michigan Flyer, LLC and Indian Trails, Inc. releasing the Defendant from any liability related to its relocation of passenger the pick-up and drop-off location to the Ground Transportation Center. (*Id.*, ¶ 4) On November 4, 2014, Michigan Flyer executed such a release. (Exhibit C). Therefore, as of November 4, 2014, there was a final enforceable agreement on all material terms.

**C. The Defendant is in breach of the Agreement.**

The Plaintiffs entered into a Settlement Agreement with the Defendant in good faith. In exchange for dropping their claim and agreeing to the move of public transportation from International Arrivals to the GTC, the Settlement Agreement merely required the Defendant



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make substantive changes necessary to ensure the safety of passengers with disabilities. Without the agreed to changes, the GTC remains a hazardous and inaccessible area for the disabled community. During the time since the Settlement Agreement was executed, the Plaintiffs have sought to work cooperatively with the Defendant to ensure the terms of the Agreement were timely and properly carried out. However, the Defendant continues to minimize its responsibilities under the spirit and letter of the agreement.

**1. Failure to modify the non-conforming slope in the pedestrian walkway between Door 401 and Door 402.**

The Settlement Agreement requires, “[b]y December 31, 2014, the Defendant shall *modify a slope* in the pedestrian walkway outside of Door 402 within the GTC so that passengers with disabilities may utilize Door 402 as an accessible route to travel to and from the New Spots.” (Exhibit B, ¶ 1.F) (emphasis added) As of February 2, 2015, the slope in question between Door 402 and Door 401 has not been substantively modified. (Exhibit D, ¶ 46-47; Exhibit E.2, Slope Between Door 401 and Door 402) The Defendant indicated it modified a *different* slope, but the slope referenced in the Settlement Agreement remains in the same material condition as it was on to October 17, 2014. Because the slope has not been modified, the Defendant is in breach of this part of the Settlement Agreement.

**2. Failure to heat the bus shelters.**

The Settlement Agreement states, “[b]y December 1, 2014, the Defendant shall install heating elements within the three bus shelters most proximate to the New Spots such that a heating element is over the area of the shelters that do not have a bench that accommodates persons using wheelchairs.” (Exhibit B, ¶ 1.D) While the Defendant installed heating mechanisms, they simply do not work. One of the newly installed heaters does not work at all, and the other two newly installed heaters are not effective in actually heating the area. (Exhibit



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P: (248) 284-2480

D, ¶¶ 23-25) Temperatures in the bus shelters have been recorded on numerous occasions at between 20-38 degrees Fahrenheit with the heaters on. (*Id.* at ¶ 23)

The importance of properly working heating elements in the bus shelters is due to the increased distance of the new bus stops from the nearest indoor waiting area and the increased time disabled passengers must endure in the cold while they wait for Prospect Services, the company charged with assisting passengers with disabilities at the Airport. The new pick-up and drop-off location is 600 feet away from the nearest possible indoor ‘climate controlled’ environment. (*Id.*, ¶ 12) Unlike an able-bodied person, many passengers with disabilities cannot easily maneuver from one place to another without assistance. As the new area for public transportation is so far away from the terminal, unlike the previous location at International Arrivals which was directly at the terminal, many passengers with disabilities are forced to rely on Prospect. Due to the vastly increased distance, it often takes Prospect Services 30-45 minutes to arrive to pick-up a customer, forcing disabled or elderly persons to endure frigid temperatures for a great length of time. (*Id.*, ¶ 26) Likewise, when Prospect brings a passenger out to the public transportation pick-up area to wait for their bus, Prospect will not wait inside with the disabled passenger the 30-60 minutes it sometimes takes for the bus to arrive and then assist them out the 600 foot stretch to the bus. (*Id.*, ¶ 27) Disabled passengers are left with no choice but to have Prospect Services take them directly out to the bus stop, again forcing them to endure frigid temperatures for long periods of time. (*Id.*, ¶ 28)

The Defendant’s lack of care for effectuating the purpose behind the Settlement Agreement on this point is demonstrated by its actions in thwarting any mitigating efforts made by Michigan Flyer, an Eligible Transportation Provider referenced in the Agreement. On January 6, 2015, a particularly cold day with a wind chill advisory of -14 degrees Fahrenheit, a

Michigan Flyer staff member posted a note on the bus shelter in order to mitigate any potential harm or illness to passengers with disabilities caused by these frigid temperatures. (*Id.*, ¶ 29) This mitigating note stated “Michigan Flyer and Airride Passengers Due to the frigid temperatures please do not wait here. Proceed back to our desk and waiting area through door 401 until 5-7 minutes prior to the departure time of your coach. Thank you!” (Exhibit E.3, The Mitigating Note) Within ten minutes of posting this mitigating note, Airport staff took photos and then told Michigan Flyer staff they were “violating again.”<sup>1</sup> (Exhibit D, ¶ 30) Michigan Flyer staff removed the mitigating note out of fear of further retribution from the Defendant. (*Id.*, ¶ 31) Elderly travelers and those with disabilities suffered extremely cold temperatures as a result.

The Plaintiffs made many concessions while negotiating the Settlement Agreement. They also required several changes of particular importance in exchange for entering into an Agreement that ultimately kept the public transportation pick-up and drop-off area at the far end of the GTC. The Plaintiffs did not ask for heating elements to be installed as decorative touches, but for the functional and effective purpose of keeping passengers with disabilities safe and warm while enduring far longer waiting times due to the remote new location for Public Transportation. Because the heating elements placed in the bus shelters do not actually heat the shelters, or provide safety to passengers such as Plaintiff Harris who suffers from a spinal cord injury and is unable to sense frostbite on his lower extremities, the Defendant is in



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<sup>1</sup> The statement “violating again” was in reference to a previous dispute over posting signage. While the Settlement Agreement specifically allowed Michigan Flyer to post a sign at the new public transportation provider desk, the Defendant notified Michigan Flyer they were not allowed to post the signage, stole several of the signs Michigan Flyer did post, and ultimately filed misdemeanor criminal charges. This issue was brought before this Honorable Court. The next day, the Defendant issued a temporary signage permit and told both this Court and the Plaintiffs they would “as [this Court] suggested, ‘stand down’ or temporarily suspend the prosecution” of Michigan Flyer for their alleged ordinance violation. As of February 1, 2015, the charges have not been dropped or otherwise suspended, and a hearing on the matter was scheduled for February 2, 2015.

breach of this part of the Agreement. The Plaintiffs did not compromise their claim in exchange for broken heaters and to argue otherwise is absurd.

**3. Failure to maintain a climate controlled waiting area in the GTC.**

The Settlement Agreement refers to the indoor waiting area of the GTC as a “climate-controlled” environment. (Exhibit B, ¶ 1.H) Since October 17, 2014, temperatures in the indoor waiting area have been frequently recorded as low as between 31 degrees Fahrenheit and 48 degrees Fahrenheit. (Exhibit D, ¶ 33) Temperatures in these ranges are not climate controlled, and the Defendant’s callous responses to requests by the Plaintiffs to remedy the situation undermines a basic tenant this Agreement was based upon. (*Id.* ¶ 35)

The Plaintiffs agreed to a series of changes that, when taken together, create a safe and accessible environment. One of these changes included installation of a Service Desk inside the indoor ‘climate controlled’ waiting area, which would allow passengers with disabilities to wait in a safe and climate controlled environment until their bus arrived for departure, at which time they could be assisted along the 600 foot stretch to the bus stop. (Exhibit B, ¶ 1.H) The frigid temperatures in the waiting area undermine this aspect of the Agreement as non-disabled passengers must now seek refuge in other warmer areas of the Airport, far away from the area of the Eligible Transportation Provider Service Desk. (Exhibit D, ¶ 34) Conversely, disabled passengers are faced with an insuperable choice – either endure frigid temperatures, or forego assistance from the Eligible Transportation Providers. The Defendant must maintain a climate controlled environment in the GTC. Failure to comply with this basic premise is a breach of the Settlement Agreement and undermines the central concession by the Defendant in exchange for the Plaintiffs willingness to forego pursuing an injunction that would have

required Public Transportation to be returned to an area that was both warm and safe prior to the September move.

#### **4. Illegal reconfiguration of the GTC and use of Door 402.**

The Settlement Agreement required the Defendant to eliminate the third spot at the south end of the GTC. (Exhibit B, ¶ 1.A). Instead of eliminating the spot, the Defendant relocated it to an area striped as a no-parking and no-loading zone directly outside Door 402 of the indoor waiting area of the GTC. (Exhibit D, ¶¶ 39-40; Exhibit E.4, Bus Loading in Illegal Zone) This illegal use of the no-parking and no-loading zone creates excessive pedestrian congestion outside and through Door 402, thereby forcing the door to stay open and allowing cold air and toxic vehicle fumes into the indoor waiting area of the GTC. (Exhibit D, ¶ 41-44; Exhibit E.5-E.9, Pedestrian Congestion)

The Settlement Agreement required Michigan Flyer, LLC and Indian Trails, Inc. to release the Defendant of all claims relating to its relocation of the public transportation pick-up and drop-off area. (Exhibit B, ¶ 4) Michigan Flyer and Indian Trails agreed to enter into this release only because the Defendant was adamant the south end of the GTC was the closest feasible location for public transportation, and therefore it was the shortest accessible route. The Plaintiffs were specifically told Door 402 was not an option for public transportation loading and unloading. However, just days after Michigan Flyer and Indian Trails signed the release, the Defendant began allowing buses that otherwise would have to load and unload at the new location, but not Michigan Flyer, to load at Door 402. (Exhibit D, ¶ 40, 45) Exhibit E.10-E.17 demonstrates the plethora of buses, but not Michigan Flyer, permitted to use this door.



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Both Michigan Flyer and the Plaintiffs were surprised by the Defendant's illegal use of Door 402 as it was previously used as a loading zone, but the Defendant itself had deemed it unfit for use. (Exhibit D, ¶¶ 37-39) In 2010, former Airport Deputy CEO Jack Vogel forced Michigan Flyer and all other bus carriers out of this location, stating that loading in that space forces the door to remain open for prolonged periods of time, which allows cold air and excessive vehicle fumes into the GTC waiting area, and the increased pedestrian congestion created a safety hazard. *Id.* The Airport's illegal use of this no-parking zone, at the expense of the safety of the Plaintiffs and others similarly situated, constitutes a change to the "configuration" of the GTC sufficient to permit the Plaintiffs to return to Court under the express terms of said agreement. (Exhibit B, ¶ 6)

The Plaintiffs request this Honorable Court enjoin the use of Door 402 because it is an illegal loading and unloading zone, and its use creates a frigid and toxic environment in the indoor waiting area of the GTC. In the alternative, to the extent the Defendant is willing to force people to endure frigid temperatures inside the GTC and allow continued use of Door 402, then the Plaintiffs request that all public transportation providers have equal access to that area as it is now the shortest accessible route, as contemplated by the Settlement Agreement.

**D. Specific performance is the appropriate remedy.**

A settlement agreement is essentially a contract, and state-law contract principles govern a federal court's enforcement of a settlement agreement. *Bamerilease Capital Corp. v. Nearburg*, 958 F.2d 150, 152 (6th Cir. 1992). Specific performance is an appropriate remedy for breach of contract where a damages remedy is inadequate or impracticable. *See Ruegsegger v. Bangor Twp. Relief Drain*, 127 Mich. App. 28, 31 (1983).



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In this case, monetary compensation would not accomplish substantial justice. The Plaintiffs are not seeking, nor have they ever sought, an award of damages. They have always sought safe and accessible access for people with disabilities traveling to and from the Airport. The Settlement Agreement, if fully complied with, is effective in achieving this goal. The Plaintiffs made an immense concession in dropping any further litigation and keeping public transportation at the far end of the GTC. In return, they asked for several changes that, taken as a whole, would create a safe and accessible environment at the Airport. Because the Defendant has failed to comply with several of the terms, or has sought to avoid substantial compliance, the safety of the disabled community is now compromised. Therefore, in this case, specific performance is the appropriate remedy, and the Plaintiffs respectfully request this Honorable Court order the following relief:

- 1) Specific performance of paragraph 1.F of the Settlement agreement (Exhibit B, Paragraph 1.F), modification of the non-conforming slope in the Pedestrian Route between Door 402 and Door 401 as you walk towards the area designated for Public Transportation.
- 2) Specific performance of paragraph 1.D of the Settlement Agreement (Exhibit B, Paragraph 1.D), installation of heating elements that actually heat the shelters to a temperature sufficient to permit a person with a disability to wait safely in the shelter for Prospect assistance.
- 3) Specific performance of paragraph 1.H of the Settlement Agreement (Exhibit B, Paragraph 1.H), requiring that the waiting area inside the GTC be “climate controlled.”
- 4) Specific performance of paragraph 1.H of the Settlement Agreement (*Id.*), prohibiting the Defendant from utilizing the no-parking area outside of Door 402 as a de facto third parking space, rather than eliminating the third spot as the Agreement required, and consequently filling the GTC lobby with noxious fumes and cold air.



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## **II. THE COURT SHOULD AWARD ATTORNEY’S FEES**

The Plaintiffs respectfully request this Honorable Court award attorney’s fees for having to bring this motion. The Americans with Disabilities Act and Section 504 of the Rehabilitation Act provide for awards of attorney’s fees, stating that in any action under these

Acts, the court, in its discretion, may allow the prevailing party a reasonable attorney's fee. 42 U.S.C. § 12205; 29 § U.S.C. 794a(b). Because this case is brought under 42 U.S.C. § 12101 and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), attorney's fees should be awarded because Plaintiffs will be prevailing parties as a result of this Court's order of specific performance. *See Doe v. Hogan*, 421 F. Supp. 2d 1051, 1057 (S.D. Ohio 2006). Additionally, "a district court may invoke its inherent powers to impose attorney fees upon a party that acts in bad faith, vexatiously, wantonly, or for oppressive reasons during litigation." *Tocci v. Antioch Univ.*, 967 F. Supp. 2d 1176, 1180 (S.D. Ohio 2013 ) (citing *Alyeska Pipeline*, 421 U.S. 240, 258-259 (1975)) (internal quotations omitted).

Here, the Plaintiffs brought their original Complaint to end numerous violations of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act caused by the relocation of the pick-up and drop-off area for public transportation from the accessible International Arrivals level of the McNamara Terminal to the inaccessible location in the Ground Transportation Center. Plaintiffs did not seek damages or attorney's fees in their original Complaint, only changes that would keep the disabled and elderly safe. In exchange for dropping their claims, thereby allowing public transportation to remain in the GTC, plaintiffs only requested that changes be made to that area, thereby alleviating the safety concerns caused by the Defendant's actions.

The Defendant has failed to live up to the terms of that Agreement. Despite numerous pleas from the Plaintiffs to comply, thereby avoiding additional costs in bringing this motion, the Defendant has chosen to hold steadfast in its noncompliance. Astoundingly, the Defendant has proceeded with criminal charges against Michigan Flyer, a party to the release required by this Agreement, for actions specifically authorized by the Settlement. Left with no other



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options, the Plaintiffs are now again before the Court requesting its intervention, and this time requesting an award of the costs and fees to bring this motion.

**CONCLUSION**

For all these reasons, the Plaintiffs pray that this Honorable Court grant the following relief:

1. Enforcement of the Settlement Agreement by an order for specific performance.
2. Attorney's fees for having to bring this motion.
3. Such further relief as this Honorable Court deems just and proper.

Respectfully submitted,

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/s/ Jason M. Turkish

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Dated: February 3, 2015

*Attorneys for Plaintiffs*

### Certificate of Service

I certify that on February 3, 2015, I electronically filed the foregoing paper with the Clerk of the Court using the ECF system which will send notification of such filing to all counsel of record.

/s/ Jason M. Turkish  
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