SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter referred to as the "Settlement Agreement" or "Agreement") is executed by and between Phillip Freeman, Deborah Benaderet, Danielle Phelps, Floyd Hartley, and Maryland Disability Law Center (the "Plaintiffs"); and Pete K. Rahn, in his official capacity as Secretary of the Maryland Department of Transportation ("MDOT"), Paul Comfort, in his official capacity as Administrator of the Maryland Transit Administration ("MTA"), and Carl Parr, in his official capacity as Director of Mobility (the "Defendants").[1]

I. RECITALS

WHEREAS, the Plaintiffs have asserted claims against the Defendants in a lawsuit in the United States District Court for the District of Maryland, Case No. CCB-15-cv-00149 ("Action") related to the Defendant's provision of paratransit services to individuals with disabilities, specifically concerning the Defendants' certification and telephone operations;

WHEREAS, the Parties agree that it is in the interests of judicial economy and all involved to proceed to settle this Action without class certification and to accept Maryland Disability Law Center as an associational Plaintiff on behalf of individuals with disabilities who use paratransit service;

WHEREAS, the Defendants do not admit and expressly deny liability of any kind or nature whatsoever. The Parties enter into this Agreement to avoid the costs and risks of

1 When this Action was filed on January 16, 2015, the named defendants were MDOT Secretary James T. Smith, MTA Administrator Robert L. Smith, and Mobility Director Daniel O'Reilly. The current occupants of these offices, named above, have been substituted for the original named defendants in the Plaintiffs' Amended Complaint.

litigation, and to focus resources on the maintenance of, or continued improvements in the paratransit services.

WHEREAS, the Parties have agreed to use independent Technical Consultants to make recommendations to MDOT and MTA for the purpose of improving paratransit service on the topics contained herein;

WHEREAS, nothing contained in this Agreement is intended to remove management functions from State, MDOT, and MTA personnel charged with managing and operating the paratransit service;

WHEREAS, the Parties believe that the provisions herein and continued consultation and communication between the Parties will benefit the Parties and paratransit riders;

WHEREAS, the Parties intend to work in good faith with one another throughout the duration of this Agreement;

WHEREAS, the Parties intend to resolve this Action by entering this Settlement Agreement, with the federal court retaining jurisdiction to resolve disputes as defined herein and those other matters explicitly set forth in the Settlement Agreement, which is not a consent decree; and

WHEREAS, these recitals are incorporated into the Agreement set forth below;

NOW, THEREFORE, it is agreed as follows:

II. DEFINITIONS

1. The following terms, when capitalized in this Agreement, shall have the following meanings:

a. "Action" refers to the lawsuit docketed as Civil No. CCB-15-cv-00149, in the United States District Court for the District of Maryland.

b. "ADA" refers to the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 – 12213, and its relevant implementing regulations.

c. "Advisory Representatives" refers to a group of MTA paratransit riders, including the individual Plaintiffs, who are clients and advisors to MDLC and who may participate in the process and negotiations set forth in this Agreement, provided that such processes and negotiations remain confidential consistent with the terms of this Agreement.

d. "Call Line" refers to the MTA telephone lines that serve the following purposes: reservations, certifications, late rides, cancellations, and customer care.

e. "Certification Consultant" refers to the independent consultant named by the Parties who shall serve as the principal and lead individual assigned to provide the consultative services related to paratransit Certification Operations as set forth in this Agreement.

f. "Certification Operations" refers to MTA's paratransit eligibility certification process and operations.

g. "Consultant Contract" refers to the contracts entered into between the Defendants and the Certification Consultant, and the Defendants and the Telephone Consultant to perform the services set forth in this Agreement.

h. "Court Order of Approval" refers to an Order issued by the Federal District Court of Maryland approving the terms of the proposed Settlement Agreement and accepting continuing jurisdiction expressly as set forth in the Agreement.

i. "Defendants" refers to the State of Maryland, the named Defendants, MDOT, its constituent modal administrations, MTA and their officials, employees, agents, and successors, provided further that any action taken by the State of Maryland, MDOT, and MTA

that is referenced in or taken pursuant to this Settlement Agreement is to be considered as action by the Defendants.

j. "Dispute" refers to a specific disagreement of the Parties for which the resolution process set forth in Section XI of this Agreement controls.

k. "Effective Date of the Agreement" refers to the date the Agreement is approved through a Court Order of Approval and by the Board of Public Works, whichever is later.

l. "Initial Certification Consultant Contract" refers to a contract with the Certification Consultant to perform the first review and Report contemplated by Section VII.

m. "MDOT" is the Maryland Department of Transportation.

n. "MDLC" refers to Maryland Disability Law Center (or Disability Rights Maryland), a private non-profit Protection and Advocacy organization, or its successor, which is a Plaintiff in this matter with associational standing and is also the Plaintiffs' co-counsel.

o. "MTA" is the Maryland Transit Administration, a modal administration of the Maryland Department of Transportation;

p. "Notice to Proceed" refers to the Defendants' written notice to a Technical Consultant that work under a Consultant Contract is to begin.

q. "Plaintiffs" refers to Phillip Freeman, Deborah Benaderet, Danielle Phelps, Floyd Hartley, and MDLC.

r. "Parties" or "Party" refers collectively to the Plaintiffs and Defendants in this Action and, when used in the singular, refers to the Plaintiffs or the Defendants;

s. "Rehabilitation Act" refers to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and its relevant implementing regulations.

t. "Reports" refer to the report of a Technical Consultant written pursuant to this Agreement and a Consultant Contract.

u. "Settlement Judge" refers to the Federal Court Magistrate Judge assigned to mediate this Action or other such Magistrate Judge as the Court may designate.

v. "Supervisory Official" refers to any individuals to whom the Defendants have assigned supervisory authority over certification personnel or certification processes, which authority can be changed or designated to different individuals throughout the term of this Agreement.

w. "Technical Consultant" refers to either or both the Certification Consultant and Telephone Consultant;

x. "Telephone Consultant" refers to the independent consultant named by the Parties who shall serve as the principal and lead individual assigned to provide the consultative services related to paratransit Telephone Operations as set forth in this Agreement.

y. "Telephone Operations" refers to MTA's paratransit telephone Call Line process and operations.

III. SCOPE OF AGREEMENT

2. This Agreement relates to the Action, which alleges violations of the ADA, the Rehabilitation Act and federal regulations promulgated by the United States Department of Transportation. Specifically, these allegations relate to the Defendants' paratransit certification and telephone call center processes and operations, including compliance with the eligibility standards for ADA paratransit service, 49 C.F.R. § 37.123; the procedural requirements for paratransit certification, 49 C.F.R. § 37.125; and requirements for the reservation of paratransit trips and capacity for accepting reservations, 49 C.F.R. § 37.131(b), (f). This Agreement

resolves all allegations arising from this Action.

IV. JURISDICTION, DURATION, AND MODIFICATION

3. The Parties stipulate that the Court has personal jurisdiction over the Defendants for purposes of this Action and subject-matter jurisdiction over the claims alleged. The claims alleged present federal questions under Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. §12131 *et seq.*, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, *et seq.*, and the relevant regulations promulgated under those statutes.

4. The terms and obligations of this Agreement shall terminate three (3) years from the issuance of the Notice to Proceed with the Initial Certification Consultant Contract, except that the Court shall retain jurisdiction beyond the termination date for the sole purpose of resolving an active Dispute, provided the Dispute notice required by Section XI was filed prior to the Agreement's termination date.

5. This Agreement represents the full agreement of the Parties on the subject-matter contained herein and this Action. The Agreement may be amended or modified only pursuant to written agreement signed by the Plaintiffs and Defendants. Nothing contained herein is, or shall be deemed to be, consent by the Parties to any modification of this Agreement, except by their written agreement.

6. This Agreement is contingent upon obtaining a Court Order of Approval and approval by the Maryland Board of Public Works. Without the necessary approvals, this Agreement is null and void. The Parties shall cooperate to seek court approval of this Agreement. The Defendants shall seek approval by the Board of Public Works, and the Parties shall support such approval.

V. GENERAL PROVISIONS RELATED TO USE OF TECHNICAL CONSULTANTS

7. The Defendants shall enter into Consultant Contracts with the Certification Consultant and with the Telephone Consultant, respectively, to review the Defendants' Certification and Telephone Operations consistent with this Agreement. The Consultant Contracts shall be executed prior to the Effective Date of this Agreement, but shall be contingent on necessary approvals by the Federal Court and the Maryland Board of Public Works. The Initial Certification Consultant Contract, however, shall not be subject to the approval of the Board of Public Works.

8. A Technical Consultant may subcontract with another person or entity to fulfill the obligations of the Consultant Contract only with written permission of the Defendants, and this condition shall be incorporated into the Consultant Contracts. The Defendants may not permit subcontracting by a Technical Consultant without the written permission of the Plaintiffs.

9. The Consultant Contracts shall identify all terms necessary to perform the services enumerated in this Agreement. A draft copy of each Consultant Contract shall be provided to the Plaintiffs for review and comment at least five (5) full business days prior to the Consultant Contract being offered to a Technical Consultant, and the Parties shall confer regarding any contested terms. The Parties agree that the Consultant Contracts are private agreements with the Defendants and are not subject to modification by the Federal District Court after they are entered into by the Defendants and the Technical Consultants. The Consultant Contracts shall not be modified without written consent of the Plaintiffs.

10. Upon the Effective Date of this Agreement, the Defendants shall issue a Notice to Proceed with the Telephone and Certification Consultant Contracts. The Parties acknowledge that Consultant Contracts are subject to all necessary approvals provided by law.

11. By letter from the Defendants' counsel dated July 26, 2016, the Parties have confirmed in writing the identities of the Certification Consultant and the Telephone Consultant. The Parties intend that the Technical Consultants named in the letter shall be used as the independent Technical Consultants for purposes of this Agreement. The content of that letter is herein incorporated as an enforceable term of this Agreement. In the event that an individual identified in a Consultant Contract as the principal and lead Technical Consultant becomes unavailable to fulfill the duties set forth in the Consultant Contract, the Defendants shall terminate the contract.

12. If the Defendants terminate a Consultant Contract as provided in Paragraph 11, the Defendants shall immediately notify the Plaintiffs, and the Parties will thereafter meet and confer to identify a successor within fourteen (14) calendar days, except if a successor Certification Consultant has been predetermined by the Parties as stated in the July 26, 2016 letter, and is immediately available to perform the required scope of work.

13. If the Parties cannot reach agreement on a successor Technical Consultant, the Parties will, within seven (7) calendar days of reaching impasse, each submit up to two (2) names of a proposed successor Technical Consultant to the Settlement Judge who will confer with the Parties and select a successor Technical Consultant. The Parties agree to be bound by the decision of the Settlement Judge. The Defendants will promptly enter into a Consultant Contract with the successor Technical Consultant to perform the services required by this Agreement.

14. The maximum liability of the Defendants for expenses related to Technical Consultants for the purposes of this Agreement is $ 160,000. In no event will the Defendants be responsible for any additional payment to any Technical Consultant, whether identified at the

Effective Date of this Agreement or serving as a successor Technical Consultant, unless expressly agreed upon and consistent with the terms accepted in writing by the Defendants. The Parties further acknowledge that each Consultant Contract shall include a not-to-exceed figure, which shall serve as the maximum liability of the Defendants to pay any individual Technical Consultant under each Consultant Contract. If the Defendants decide to contract with a Technical Consultant for services outside the scope of the tasks enumerated in this Agreement, such as training to be provided by a Technical Consultant, these services shall not be counted against the total maximum sum for Technical Consultant services or the not to exceed figures as stated in this Paragraph.

15. The Consultant Contracts with Technical Consultants shall include a term that requires the contract to be interpreted consistently with this Agreement. The terms of this Agreement shall govern in the event of ambiguity or conflicting terms in the contracts.

16. The Defendants agree to provide a Technical Consultant reasonable access to paratransit operations (including access to staff and facilities, to make observations of operations, and to review information, records, and data) for the purposes stated in this Agreement; provided that a Technical Consultant takes reasonable precautions not to interfere with paratransit operations, requests data that is reasonably available to the Defendants and is reasonably related to and necessary to perform the tasks described in this Agreement; and abides by confidentiality restrictions required by law or as requested by the Defendants after consultation with the Plaintiffs regarding the scope of any restrictions.

17. The Defendants shall provide the Technical Consultants with all documents or performance data requested by the Consultant twenty-one (21) calendar days prior to any review or on-site visit conducted pursuant to this Agreement, provided that the requested information is

not in dispute. If the Defendants' object to a Technical Consultant's request for documents, data, or access, the Defendants shall promptly inform the Plaintiffs' counsel as to the nature and basis of the objection. If the Plaintiffs do not agree with the Defendants decision, following discussion by the Parties, any disagreement about the Consultant's access to paratransit operations, documents or performance data shall be mediated by the Settlement Judge, who shall consider the positions of the Technical Consultant (as relevant), the Defendants, and the Plaintiffs, and then render a decision to resolve the disagreement, which decision shall be accepted by the Parties.

18. Data requested by a Technical Consultant that is available or stored electronically shall be provided electronically where possible and preferred by the Technical Consultant. Copies of materials provided to a Technical Consultant shall be provided to the Plaintiffs unless otherwise privileged and protected by law.

VI. DUTIES AND RECOMMENDATIONS OF TECHNICAL CONSULTANTS

19. In providing written Reports regarding the Defendants' paratransit operations and in other written communications with the Parties, the Technical Consultant will not refer or relate to any levels of service that may be imposed by the ADA and the Rehabilitation Act. All Reports and other written communications prepared by Technical Consultants shall be marked "Confidential" in a heading on each page of the document. In addition, the initial page of every Report prepared by the Technical Consultant, and distributed outside the Technical Consultant's offices, shall contain the following statement, in a font that is the same size and type as the text of the Document: "The fact that a recommendation is made does not necessarily mean that such recommendation is required by any applicable law."

20. Whenever a Technical Consultant prepares any written Report, including any drafts, they shall deliver the Reports to counsel for the Parties simultaneously by electronic mail. Reports sent to the Defendants shall be sent to Christopher Fontaine (cfontaine@mdot.state.md.us), Eric Hartwig (ehartwig@mdot.state.md.us), T. Byron Smith (bsmith10@mta.maryland.gov) and Julie Sweeney (jsweeney@mta.maryland.gov). Reports sent to the Plaintiffs shall be sent to Lauren Young (laureny@mdlclaw.org), Katheryn Anderson (katea@mdlclaw.org), and Julie Nepveu (jnepveu@aarp.org).

21. All written Reports and/or recommendations by Technical Consultants shall be issued to the Parties first in draft form. Each such Report shall be conspicuously marked with the word "DRAFT." Within twenty-one (21) calendar days after receipt of the Technical Consultant's draft Report, the Defendants may provide comments to the Technical Consultant on the draft Report; however, the Defendants may request that Plaintiffs' counsel consent to an extension of up to seven (7) calendar days to provide comments, which consent will not be unreasonably withheld. The Defendants' comments will be simultaneously provided to the Technical Consultant and to Plaintiffs. The Plaintiffs will have fourteen (14) calendar days from receipt of the Defendants' comments to submit their comments to the Defendants and to the Technical Consultant, unless the Plaintiffs seek and receive the Defendants' consent to an extension of up to seven (7) calendar days from the Defendants, which consent shall not be unreasonably withheld. The Technical Consultant shall consider the Parties' comments and prepare a final Report within twenty-one (21) calendar days of receipt of the Plaintiffs' comments.

22. Within fourteen (14) calendar days of receiving any final Report from a Technical Consultant, the Defendants will provide a written response to the Technical Consultant and to

Plaintiffs addressing each recommendation in the final Report. The response shall state whether the Defendants intend to implement the recommendations, in whole or in part, and a projected timeframe for implementation. With respect to any recommendations that the Defendants do not intend to implement, the Defendants will explain their reasons for declining the recommendation and shall indicate whether the Defendants intend to implement a different action to address the issue(s) identified by the Consultant, and a projected timeframe for implementation. If the Defendants cannot provide a full written response within fourteen (14) calendar days, the Defendants shall request in writing the Plaintiffs' consent to an extension and shall provide a date by which the full response will be provided. The Plaintiffs' consent to a request for an extension shall not be unreasonably withheld.

23. The Plaintiffs and Defendants shall have reasonable access to the Technical Consultants during the course of this Agreement. All written communications or documents provided to the Technical Consultant by one Party shall be shared with the other party, excluding billing and other similar administrative communications. Telephone communications with the Technical Consultant by either Party are permitted; however, the Parties must be reasonable with the Consultant's time so as to permit full compliance by the Consultant with the terms of the contract within the amount of funds remaining under the Consultant Contracts. In any *ex parte* communications with the Technical Consultant, the Party shall refrain from requesting that the Technical Consultant keep any information confidential from the other Party except as provided in Paragraph 24, or in any way interfering with the Technical Consultant's neutrality and objectivity.

24. The Plaintiffs acknowledge that no information regarding discipline or other personnel actions taken against any staff member will be shared with the Plaintiffs or their

counsel. The Defendants may, in their sole discretion, share information about personnel actions with Technical Consultants.

VII. TECHNICAL ASSISTANCE IN CERTIFICATION OPERATIONS

25. The scope of work in the Consultant Contract with the Certification Consultant shall include review of certification operations, identification of specific areas for improvement, and the issuance of recommendations for improvement in the following areas:

a. the eligibility determination process, including but not limited to the application and related materials;

b. procedures for scheduling interview appointments for applicants;

c. processing and issuing eligibility determinations within twenty-one (21) calendar days of receiving a completed application;

d. procedures for handling incomplete applications;

e. the Certification Quality Assurance Process, including written procedures;

f. the functional assessment process, including, but not limited to the specific travel distances applicants are asked to demonstrate in functional assessments (if any);

g. how travel distance information is currently solicited on the application form;

h. how the Defendants consider an applicant's prior use of paratransit service as part of their certification process, including whether such consideration is proper when used with other factors; and

i. the appeals process.[2]

[2] The parties acknowledge that the Certification Consultant may review the appeal process and provide recommendations regarding the Defendants' use of the Office of Administrative

The Consultant Contract shall include the obligations of the Certification Consultant to timely request pertinent data or documents from the Defendants, to cooperate with the Parties, and to issue draft and final Reports as set forth in Paragraph 19 through 24 of this Agreement, and to be available, if requested by a Party, for any Dispute resolution process consistent with this Agreement.

26. Upon issuance of the Notice to Proceed with the Consultant Contract, the Defendants shall schedule a first on-site review promptly, subject to the availability of the Certification Consultant.

27. No later than twenty-one (21) calendar days before the first scheduled on-site visit, the Defendants shall provide the Certification Consultant up to sixty (60) complete certification case files as identified and requested by the Certification Consultant for applicants who were either: denied; determined to be conditionally eligible; or determined to be temporarily eligible. Each case file shall include: the application and any additional materials submitted by the applicant; the interview file and any notes or summary of the interviewer; the documentation of any functional assessment conducted, including any notes of the individual conducting the assessment; any additional information gathered from the applicant's health care provider; any determination by a Supervisory Official or other certification personnel; and any notes regarding such determination including the basis for determination letter and notice of appeal rights provided to the applicant.

28. Within twelve (12) months after the issuance of the Notice to Proceed on the

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Hearings that are within the Defendants' scope of authority, but shall not make any recommendations that would require modification of the rules of procedure of the Office of Administrative Hearings contained in COMAR Title 28, Subtitle 2, or other applicable State of Maryland regulations regarding contested cases.

Initial Certification Consultant Contract, the Certification Consultant shall undertake a second review, to be scheduled after consultation with the Parties. Twenty-one (21) calendar days prior to the second review, the Defendants shall provide:

a. any updated or changed certification materials;

b. a new batch of up to sixty (60) certification files as requested and identified by the Certification Consultant and containing the information set forth in Paragraph 27; and

c. certification performance data or other data reasonably requested by the Certification Consultant.

29. Following the Consultant's second on-site visit and review of materials, the Consultant shall issue a Report that describes:

a. the status of implementation of items from the first review that the Defendants have agreed to implement;

b. recommendations to complete any items whose implementation is incomplete; and

c. any additional specific areas for improvement and recommendations for improvement to the Defendants' Certification Operations.

30. The Certification Consultant shall thereafter repeat the review and Report process, as set forth in this Agreement, such that the process is repeated twice per year for three (3) years from the issuance of the Notice to Proceed with the Initial Certification Consultant Contract. The Parties and the Consultant shall schedule the reviews to ensure that two complete reviews occur each year during the term of the Agreement.

31. The Parties shall work in good faith and take all reasonable steps to ensure the Technical Consultant review and Reports as set forth in Section VII of this Agreement is repeated twice per year for three (3) years from the issuance of the Notice to Proceed with the Initial Certification Consultant Contract.

32. If due to unforeseen circumstances and despite the good faith efforts of the Parties, it appears the Certification Consultant will be unable to complete the required reviews and Report processes established by this Agreement within three (3) years of the issuance of the Notice to Proceed with the Initial Certification Consultant Contract, the Parties shall modify the schedule and/or timelines for the Certification Consultant's review and Report process to ensure that there will be six (6) Certification Consultant reviews and final Reports within three (3) years of the issuance of the Notice to Proceed. Any modification to the Certification Consultant's schedule or timelines shall be agreed to in writing by the Parties.

VIII. THE CERTIFICATION QUALITY ASSURANCE PROCESS

33. The Defendants shall implement a Certification Quality Assurance Process ("QAP") on or before May 8, 2016. The purpose of the process is to evaluate Certification Operations, ensure consistency in eligibility decision making and compliance with policies, and to make improvements to Certification Operations where appropriate. The Director of Mobility or his/her designee shall be responsible for reviewing and managing the Quality Assurance Process. MTA retains the discretion to identify or designate the responsible official and to change said designation. The QAP shall include the provisions set forth in Paragraphs 34 to 41 of this Section.

34. All decisions by eligibility specialists proposing a full or partial denial of eligibility or temporary eligibility shall be reviewed by a Supervisory Official. The Supervisory

Official shall have authority to modify or overturn any proposed decision and/or request further information from the applicant or applicant's health care providers. Nothing provided herein is intended to suggest that a Supervisory Official has exclusive authority to request further information or explanation or to seek clarification of inconsistent information.

35. Following the final issuance of any determination denying eligibility, including a finding of conditional or temporary eligibility, an individual may, within thirty (30) calendar days after the date of receipt of the determination, submit additional information for reconsideration of the decision. The option to submit additional information does not toll or affect the timeframe for filing an appeal of the determination, or otherwise affect an applicant's appeal rights. The package of information provided by the Defendants with the written eligibility determination shall include information regarding how to submit additional information .

36. A Supervisory Official shall review, at least monthly, available statistics related to the grant or denial of eligibility, scheduling of in-person interview appointments, and the timeframes for processing applications. A Supervisory Official shall review case files and shall also investigate any substantial irregularities identified in the statistics.

37. A Supervisory Official shall regularly observe eligibility specialists and professionals performing functional assessments, as necessary, to ensure that interviews and functional assessments are performed consistent with the requirements of the Defendants. The Defendants' written quality assurance procedure shall include provisions related to the observation of staff.

38. The Defendants may address substantial irregularities, patterns, or other issues identified as requiring correction through the QAP, through training, by issuing policies and

guidance, or any other appropriate action.

39. The Defendants shall review and revise, as necessary, written policies and procedures related to certification operations and the quality assurance process. The Defendants shall regularly review and revise these policies and procedures, as necessary, to ensure that materials remain up to date and reflect the current policies and procedures in effect for Certification Operations.

40. The Defendants shall ensure that each staff member involved in the eligibility process receives formal training on the relevant federal law and regulatory requirements. A Supervisory Official responsible for oversight of the program may also develop specialized in-house training, as appropriate, to address current issues that arise through supervisory reviews. The Defendants shall ensure that training materials remain up to date and reflect the current policies and procedures in effect for Certification Operations.

41. The Defendants shall provide the Plaintiffs with a written summary of actions taken pursuant to the QAP described in this Section and any significant actions or substantial changes made to Certification Operations. The written summary will cover actions taken within the three (3) months prior to each quarterly meeting. This summary shall be provided to the Plaintiffs at least fourteen (14) calendar days prior to any quarterly meeting described in Section XIII, Paragraph 75. Appropriate officials responsible for management of the QAP shall attend and participate in the quarterly meetings to discuss the QAP and the status of certification initiatives. During the quarterly meetings, the Parties may also discuss outstanding issues and future improvements to Certification Operations.

42. The Defendants may amend their written QAP at any time, provided that any such revisions are consistent with the terms of this Agreement. The Defendants will provide the

Plaintiffs with a copy of any substantive revisions to the written procedure.

IX. TELEPHONE OBLIGATIONS

43. The Defendants will conduct regular evaluations of the telephone hold times for each paratransit customer Call Line. The Defendants' review will include examination of its telephone answer data reports, which track the speed of answer at specific intervals; call volume; and staffing. The Defendants will use its telephone performance goals to determine whether additional staff, staffing changes, or other improvements, if any, are needed.

44. The Defendants will conduct regular evaluations of abandoned calls for each paratransit customer Call Line. The Defendants' evaluation will include examination of its telephone answer data reports, which track the speed of answer at specific intervals; number and percentage of calls abandoned; call volume; and staffing. The Defendants will evaluate that data to determine what actions, if any, they can take to decrease the rate of abandoned calls when doing so appears warranted by the data.

45. The Defendants will provide the Plaintiffs with a written report containing: (a) its findings regarding the performance of the telephone system with regard to hold times and abandoned call rates; and (b) any telephone system improvements implemented during the previous quarter. The report shall be provided fourteen (14) calendar days in advance of the quarterly meetings of the Parties, set forth in Paragraph 75 of this Agreement, where such issues may be discussed. During their quarterly meetings, the Parties may also discuss outstanding issues and future improvements to Telephone Operations.

46. The Parties acknowledge that this Agreement does not require any particular level of phone performance beyond that required by the ADA or the Rehabilitation Act.

X. TECHNICAL ASSISTANCE IN TELEPHONE OPERATIONS

47. The scope of work in the Consultant Contract with the Telephone Consultant shall include review of the Defendants' Telephone Operations; identification of specific areas of improvement; and the issuance of recommendations for improvement, including (as appropriate): staffing, scheduling, training needs, policies, and other issues related to performance of the Telephone Operations. The Consultant Contract shall include the obligations of the Telephone Consultant to timely request pertinent data or documents from the Defendants, to cooperate with the Parties, to issue draft and final Reports as set forth in Paragraphs 19-24 of this Agreement, and to be available, if requested by a Party, for any Dispute resolution process consistent with this Agreement.

48. Upon issuance of the Notice to Proceed with the Consultant Contract, the Defendants shall schedule the first on-site review to be performed as soon as practical subject to the availability of the Telephone Consultant and provided that all on site reviews are performed during any of the following time periods: September 15 – December 15 (excluding the day before Thanksgiving and the subsequent day and weekend) or March 15 – May 30. The time period for the Telephone Consultant's review may be altered by written agreement of the Parties.

49. The Telephone Consultant shall determine if a one or two day on-site review is needed to perform the initial review of the Defendants' Telephone Operations.

50. After the issuance of the Telephone Consultant's final Report, subsequent to the first visit, the Telephone Consultant may perform a second review, if requested by the Plaintiffs. The Plaintiffs' request for a second review shall be received by the Defendants no later than one hundred twenty (120) days prior to the termination date of the Agreement. If a second review is

timely requested, the Parties shall schedule the review to ensure that the process for the second review is completed prior to the termination date of the Agreement.

51. If a second review is timely requested, the Telephone Consultant will determine if an on-site review is necessary for the second review by requesting and reviewing pertinent data and documents from the Defendants; and if so, the Telephone Consultant shall determine if a one or two day on-site review is needed. Those determinations are within the sole discretion of the Telephone Consultant and subject to the availability of funds remaining within the not-to-exceed amount of the Consultant Contract, which amount shall allow for the potential for two on-site visits.

52. Following the Telephone Consultant's second review, the Telephone Consultant shall issue a draft and final Report, consistent with the process set forth in Section VI, that:

a. reviews the implementation of actions that the Defendants have agreed to take based on the Telephone Consultant's first Report and provides recommendations, if warranted related to such actions; and

b. identifies specific areas for improvement and makes any additional recommendations for improvement to the Defendants' Telephone Operations.

XI. DISPUTE RESOLUTION PROCESS FOR CONSULTANT RECOMMENDATIONS AND ALLEGATIONS OF BREACH

53. The Dispute resolution process set forth herein is the exclusive remedy under this Agreement and may be invoked only to resolve Disputes as set forth in a., b, and c., below. The Parties may not seek intervention by any court for resolution of any other matters related to this Agreement.

a. Either Party may invoke the Dispute resolution process related to an alleged breach if the Party has a good faith basis to believe a breach has occurred. The Dispute

resolution process with regard to a breach is invoked by the Party sending written notification to the other Party describing the good faith basis to believe a breach has occurred.

b. If the Defendants fail to implement a recommendation of the Technical Consultants, the Plaintiffs may invoke the Dispute resolution process if the recommendation would remedy a violation of the ADA or Rehabilitation Act. The Dispute resolution process with regard to recommendations of the Technical Consultants is invoked by the Plaintiffs sending a written notice to the Defendants describing the good faith basis for believing a violation of the ADA or Rehabilitation Act exists and requesting that the Defendants implement the specific recommendation of the Technical Consultant.

c. If the Defendants have implemented a recommendation for training made by the Certification Consultant to address a specific area of Certification Operations needing improvement, and in a subsequent report the Certification Consultant continues to identify that specific area of Certification Operations as needing improvement, then the Plaintiffs may invoke the Dispute resolution process if the Plaintiffs believe the Defendants' certification process violates the ADA or Rehabilitation Act. The Dispute resolution process with regard to a specific training issue is invoked by the Plaintiffs sending a written notice to the Defendants describing the good faith basis for believing a violation of the ADA or Rehabilitation Act exists and the specific area for improvement at issue.

54. After receiving written notice of a Dispute, the Parties shall meet to confer with respect to the Dispute. Such meetings shall occur as soon as practical and within twenty-one (21) calendar days of a Party's written notification.

55. If the Parties cannot resolve a Dispute after the meeting required by Paragraph 54, the Parties agree to submit to Court-sponsored mediation. A written request for mediation shall

be sent to the Settlement Judge, by courier or first-class mail, postage prepaid, and served on the other Party by the same means. The mediation shall be scheduled to occur within twenty-one (21) calendar days after the request, or as soon thereafter as reasonably possible if the Settlement Judge is not available during the twenty-one (21)-day period.

56. If either Party requests a Technical Consultant's participation in the mediation, the Technical Consultant will participate, either in person or by teleconference, as determined appropriate by the Defendants.

57. If mediation with the Settlement Judge fails to resolve the Parties' differences, the Plaintiffs or Defendants may file a pleading titled "Motion for Relief" with the Federal District Court. In any such proceeding:

a. The Motion must be accompanied by a certificate similar to that provided in Local Rule 104.7 pertaining to discovery disputes. The certificate shall be signed by movants' counsel and state that, despite at least one in-person mediation session with the Settlement Judge, the Parties are unable to resolve their differences.

b. Each party shall bear the burden of proof that such party would bear absent this Agreement.

c. In resolving a Motion for Relief related to the Defendants' failure to implement a recommendation of a Technical Consultant, the sole standard for determining whether the Defendants must implement the recommendation is whether the Defendants' Certification or Telephone Operations violate any requirements of the ADA or the Rehabilitation Act. Upon considering the Motion for Relief and any response thereto, and after conducting a hearing, if the Court determines one is necessary, if the Court finds a violation, the Court may

order the Defendants to implement the recommendations of the Technical Consultant in whole or in part.

d. In resolving a Motion for Relief related to a specific training issue, the sole standard for determining whether the Defendants may be ordered to take action is whether the Defendants' Certification Operations violate any requirements of the ADA or the Rehabilitation Act. Upon considering the Motion for Relief and any response thereto, and after conducting a hearing, if the Court determines one is necessary, if the Court finds a violation, the Court may order the Defendants to adopt the recommendations of the Technical Consultant made at the time of the hearing in whole or in part.

e. Experts.

i. The Technical Consultant shall be available to testify in a hearing on a Motion for Relief if requested by either Party and shall be the sole witness to offer expert opinion testimony. The Parties acknowledge that the Technical Consultant's expert opinion must be otherwise admissible.

ii. Notwithstanding subparagraph 57(e)(i), if the Defendants require expert opinion testimony, the Defendants shall notify the Plaintiffs ninety (90) days prior to the hearing date of their intention to present expert opinion testimony unless otherwise agreed upon by the Parties or ordered by the Federal Court. Only if the Defendants intend to provide expert opinion testimony may the Plaintiffs present expert opinion testimony by individuals other than the Technical Consultant. If the Defendants invoke their option to present expert opinion testimony, the Parties shall ensure that the deadlines established for disclosures of experts in any scheduling

order established for a Hearing on the Plaintiffs' Motion for Relief, shall be consistent with this subparagraph, unless otherwise agreed upon by the Parties or ordered by the Federal Court.

iii. If the Court finds that the Defendants' operations violate the ADA or the Rehabilitation Act, the Defendants' employees or contractors may provide expert opinion testimony regarding whether the Technical Consultants' recommendation is the appropriate remedy for any violation. The Technical Consultant may also testify regarding the remedy and may describe its review process and explain the reasons for its Report and recommendations.

iv. The Party that calls the Technical Consultant to testify shall bear the expense of that testimony.

f. Unless and until a Technical Consultant's Report is offered and admitted into evidence, a Technical Consultant's Report is confidential, as settlement communications, pursuant to Fed. R. Evid. 408 and Local Rule 607.4, and under the doctrine of executive privilege. If the Plaintiffs intend to file any document that contains any of the Technical Consultant's Report, or a verbatim or detailed description of any of the Technical Consultant's Report, at least five (5) business days in advance of that filing, the Plaintiffs will provide the Defendants with written notice of the proposed filing and the Report(s) involved, to permit the Defendants to move to seal the record, or any portion thereof. The Defendants shall file such a motion within five (5) business days of the Plaintiffs' written notice, and the Plaintiffs may oppose the motion to seal. If the Defendants file such a motion, until the Court rules on that

motion, the Plaintiffs will either not file the related Report/description or, alternatively, will file them temporarily under seal pursuant to Local Rule 105.11.

g. Following the filing of a Motion for Relief, the Parties will jointly request a scheduling conference in order to obtain a determination regarding future proceedings on the motion. The Parties shall meet and confer as provided by the Federal Rules of Civil Procedure in order to attempt to reach agreement on a proposed schedule. The Parties shall jointly notify the Court of the results of that meeting. The Parties will cooperate in expediting all proceedings.

XII. MISCELLANEOUS

58. When applicants contact the Defendants to schedule a certification appointment, the Defendants shall make their best efforts to offer appointments promptly (*e.g.*, generally within ten (10) business days).

59. To avoid inconvenience to applicants, the Defendants shall make their best efforts to schedule functional assessments on the same day as the applicant's certification appointment; absent unplanned, unusual, or isolated circumstances. In atypical instances when it is determined by a Supervisory Official after the applicant has left the premises but before a written determination is issued, that a functional assessment is necessary to make a proper eligibility determination but no assessment was performed, an applicant may be asked to return for a functional assessment. In such cases, the applicant shall be offered free transportation to and from the functional assessment. In addition, the Defendants shall track the occasions when applicants are asked by the Defendants to return for a functional assessment. If an applicant is asked to return for an assessment pursuant to this procedure, the twenty-one (21) day presumptive eligibility will be calculated from the day of the interview and will not be tolled.

60. Upon request of the applicant, a functional assessment may be scheduled for a later date, which will generally be scheduled within ten (10) business days of the initial eligibility appointment. In such instances, the twenty-one (21)-day presumptive eligibility will be calculated from the date of the rescheduled assessment.

61. The Defendants' paratransit application form will include notice that an applicant is entitled to presumptive eligibility if the applicant has not received a written determination within twenty-one (21) calendar days of the applicant's eligibility appointment and the submission of a completed application.

a. The Defendants will track the date of an applicant's interview and the date on which the applicant will become presumptively eligible.

b. The Defendants' notice of the applicant's right to presumptive eligibility will include instructions that the applicant may schedule rides when presumptively eligible by contacting the reservation center.

62. The Defendants will accept a current paratransit application form that has been downloaded from the MTA website or is a photocopy of the current version of MTA's application form.

63. The Defendants will not deny eligibility for paratransit service based on the fact that an applicant's place of residence is more than three-quarters (3/4) of a mile from the MTA fixed route service area.

64. For the benefit of individuals who wish to appeal a determination of denial of eligibility, the Defendants will make the Request for Hearing forms and instructions available on the MTA website.

65. The Defendants shall amend the Request for Hearing form to ensure that appellants are not required to provide a written explanation of their reason for appeal, and shall remove information instructing appellants to contact the Office of Administrative Hearings for assistance in completing the form or assistance requesting an appeal.

66. The Defendants shall provide telephone numbers on the MTA website, in printed materials, and on the paratransit application and appeal forms for individuals to call to request information in an alternative accessible format and to request an individual reasonable modification or accommodation of the Defendants' policies or practices due to the individual's disability, including to request assistance in completing or understanding forms or policies.

67. The Defendants will not deny eligibility for paratransit service based solely on an applicant's use of the MTA fixed route system and without consideration of an applicant's most limiting conditions and barriers to traveling in the service area.

68. The Defendants will not deny an individual eligibility for paratransit service based solely on inconsistencies or contradictions contained within an applicant's eligibility forms or identified during an interview or assessment without first making good faith attempts to reconcile the identified inconsistencies or contradictions with the applicant or the applicant's health care provider(s). All contact with an applicant's health care provider to resolve such inconsistencies will be documented in writing by the Defendants. Copies of any written communications between the Defendants and the applicant's health care provider must be included in the application file.

69. When eligibility is denied, the Defendants shall issue denial letters that explain the basis for the eligibility determination and describe how the evidence obtained during the certification process resulted in the eligibility decision. The Defendants shall use their best

efforts to write determination letters that are concise and easily understood by the applicant or applicant's representative.

70. Individuals may bring a representative to appeal hearings, provided any representation is consistent with Maryland law or 49 C.F.R. Part 37 (*e.g.*, someone from an advocacy organization or an attorney). Notice of the ability to bring representation to appeal hearings will be provided by the Defendants on the MTA web site and in printed materials related to appeals.

71. Pending appeal from denial of eligibility, the Defendants will provide uninterrupted service to recertifying applicants who are denied eligibility or found to be conditionally eligible, provided that the applicant requests an appeal hearing within ten (10) calendar days after receipt of the denial letter. The uninterrupted service for recertifying applicants will continue for up to thirty (30) calendar days following the date of the appeal hearing or, if the hearing decision has not been rendered within thirty (30) calendar days, until the date the decision is rendered.

72. Upon request of the applicant or the applicant's representative, the Defendants will, within thirty (30) calendar days or less after a request, provide a copy of an applicant's certification file, including, but not limited to, the completed application form, interview and functional assessment records, notes and copies of communications between MTA and the applicant or applicant's health care providers. When an administrative appeal is pending and an applicant requests records, the Defendants shall make reasonable efforts to provide the requested records in advance of the hearing.

a. Procedure. The Defendants may request that an applicant complete a form to request a copy of the applicant's file; however, if an individual makes an in-person request for

a copy of the individual's file, the Defendants will assist the individual in obtaining the request form, and where appropriate, provide assistance in completing the form. The Defendants shall provide access to the form on the MTA website.

b. If an applicant's representative requests the contents of an applicant's file, the Defendants may request proof of proper authorization. The Defendants do not require that an applicant be represented by an attorney in order to receive any portion of the eligibility record.

73. Within six (6) months after the Effective Date of this Agreement, the Defendants will implement streamlined recertification procedures for individuals identified by the Defendants, at their sole discretion, as having disabilities that are unlikely to change.

74. The Defendants will track telephone and certification data for the Plaintiffs as set forth in Exhibits A, B, and C. If the Defendants intend to change how any portion of the data referenced or described in this section is reported to the Plaintiffs, the Defendants must inform the Plaintiffs and obtain the Plaintiffs' consent to such change, which shall not be unreasonably withheld. Unless the form of data reports are changed, the data will be reported to the Plaintiffs quarterly, as provided in Section XIII, Paragraph 77 in the form contained in Exhibits A and B. The telephone data page, Exhibit C, is an electronic document that includes speed of answer information by date and fifteen (15) minute increments.

XIII. MEETINGS AND INFORMATION SHARING

75. The MTA Administrator (or his designee), Director of Mobility, and attorneys for the Defendants will meet with the Plaintiffs and their attorneys quarterly for the duration of this Agreement. At these meetings, the Parties will consult as provided in this Agreement.

76. If either Party requests participation by the Technical Consultant in any meetings between the Parties, the Defendants shall arrange for the Technical Consultant to participate by

teleconference or other remote means, as the Defendants determine appropriate, with reasonable consideration being given to the Technical Consultant's availability, costs to the Defendants, and availability of funds remaining in the Consultant Contract.

77. Within thirty (30) days after the end of the quarter, the Defendants will provide monthly data reports on a quarterly basis for the previous three (3) full months. The information shall be provided in electronic format, when available, and telephone data shall be provided electronically as a spreadsheet. Data will be provided free of charge during the term of this Agreement. Data will include the information and format set forth in Exhibit A, B, and C, and consistent with Section XII, Paragraph 74.

XIV. RELEASES

78. This Agreement shall release, extinguish and bar all claims of the Plaintiffs for declaratory or injunctive relief or damages against the Defendants, their officials, employees, agents, and successors regarding whether the Defendants' Telephone Operations and Certification Operations comply with the requirements of the ADA, Rehabilitation Act, or any other law if such claim was, could have been, or could be asserted arising from the facts alleged in the Complaint filed in this Action, or substantially similar facts, related to the MTA paratransit system occurring between January 1, 2012 and the expiration of this Agreement.

XV. ATTORNEYS' FEES, COSTS, AND EXPENSES

79. In consideration of the promise of payment of $ 200,000 in total, the Plaintiffs and each legal organization that entered an appearance for the Plaintiffs, for itself, and for all attorneys associated with it, releases all claims for fees, expenses, and costs in connection with this matter (including administration and monitoring of this settlement), and in connection with any and all claims to federal agencies. The Plaintiffs warrant that they were represented by the

Maryland Disability Law Center ("MDLC") and AARP Foundation Litigation ("AFL"), and by no other lawyers. The Plaintiffs represent and warrant that no other lawyers or firms can claim attorneys' fees from the Defendants for services rendered in this Action. Payment shall be made within thirty (30) days of the Effective Date of the Agreement, by one check made payable to the "Maryland Disability Law Center." The AFL irrevocably appoints the Maryland Disability Law Center, as their attorney in law and in fact to receive all monies due them under the Agreement. MDLC and AFL shall provide Taxpayer Identification Numbers to the Defendants as a precondition to payment. The individuals signing this Agreement for MDLC and AFL represent and warrant that the signatory is authorized to sign this Agreement on behalf of their organization.

80. Notwithstanding Paragraph 79, the Parties may seek an award of attorneys' fees, costs, or expenses related to any Motion for Relief under Paragraph 57.

81. Except as specifically provided in Paragraphs 79 through 80, the Plaintiffs may not seek and hereby waive any right to further award of attorneys' fees, costs, or expenses related to this Action, related to administration or monitoring of the process established by this Agreement, or in any way otherwise related to this Agreement or the Action.

XVI. OTHER GENERAL PROVISIONS

82. Upon execution of the Agreement by the Parties, they will submit a draft Court Order of Approval. Upon receipt of a Court Order of Approval and approval of this Agreement by the Board of Public Works, the Plaintiffs will promptly file with the Federal District Court, a stipulation of dismissal with prejudice of the Action. The Defendants agree that they shall not challenge the continuing jurisdiction of the Federal Court that is expressly stated in this Agreement following the Plaintiffs' stipulation of dismissal and any Court order approving the

settlement and dismissing the case. Within ten (10) calendar days following the later of approval by the Board of Public Works and the Court Order of Approval, the Plaintiffs' counsel will contact officials at the Federal Transit Administration and the United States Department of Justice and inform them of the resolution of this matter and that the Agreement is in their clients' interests.

83. Unless specific timelines are set forth for obligations in this Agreement, the obligations become mandatory upon the Effective Date of this Agreement.

84. Except as provided by Section XV herein, each Party to this Action will bear its own fees and costs.

85. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, executors, personal representatives, successors, and assigns, and, except where it is expressly governed by the laws of the United States, shall be governed by and construed in accordance with the law of the State of Maryland, including, without limitation, in relation to all matters of formation, interpretation, construction, validity, performance, and enforcement. The waiver by any party hereto of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any provisions hereof, nor shall any failure to enforce any provision hereof operate as a waiver at such time or any time in the future of such provision or any provision hereof.

86. The Plaintiffs and the Defendants each represent and warrant that their respective attorneys have had the opportunity to fully research the applicable constitutional, statutory, and regulatory provisions governing paratransit services. This Agreement was negotiated by sophisticated Parties, at arm's length, with multiple sessions where the Plaintiffs, Defendants, and their counsel participated, including one session of Court-sponsored mediation. Every

clause contained herein is the product of negotiations or a compromise by one or both of the Parties. This Agreement shall not be construed against either party as drafter.

87. The Parties entered into this Agreement after extensive negotiations, including discussion of the current facts, past performance, and the applicable law. Each person signing this Agreement hereby represents that, prior to signing this Agreement, he or she consulted with counsel and understood its terms and conditions. The Parties hereto accept this Agreement as their own free and voluntary act, without duress, and intend to be legally bound by it. This Agreement is made without reliance upon any statements or representations by the Defendants or their representatives that are not contained herein. No Party to this Agreement is relying upon any representation, oral or written, of any other Party, unless that representation is contained herein.

88. Nothing contained herein prohibits the Plaintiffs or their counsel, and the Defendants or their counsel, from publicly expressing their views with respect to the operation of paratransit service or desired changes; however, they may not, directly or by implication, attribute any desired change to recommendations of the Technical Consultant.

89. All written and oral communications between the Parties, and between the Parties and the Technical Consultants, for any purposes under this Agreement are subject to the confidentiality provisions of Federal Rule of Evidence 404 and Local Rule 607.4. Except as provided in Paragraph 90, the Parties shall keep confidential all information and documents received from the Defendants, all draft and final Technical Consultant Reports, the Defendants' responses, and all statements made during any meetings. The confidentiality obligations extend to all written and oral communications made to date and during the processes created by this

Agreement. The confidentiality obligations included in this Agreement shall survive the expiration of this Agreement.

90. Confidentiality Exceptions.

a. The Plaintiffs and their counsel may share any non-confidential documents obtained through this Agreement that have been or will be received during the course of settlement negotiations or during the term of this Agreement. If the Defendants believe any document is confidential, they may mark it as such prior to providing it to the Plaintiffs. The Plaintiffs will treat any such document as confidential. Any dispute regarding the confidentiality of documents shall be mediated by the Settlement Judge, who shall consider the positions of the Plaintiffs and Defendants, and then render a decision to resolve the dispute, which decision shall be accepted by the Parties.

b. Confidential information that has been or will be received during the course of settlement negotiations or during the term of this Agreement may be shared with any experts retained by the Plaintiffs or Advisory Representatives provided that such experts and Advisory Representatives agree in writing to keep such information confidential and strictly limit use of such information to the instant proceedings.

c. Information may be released only as expressly provided and including, as related to Motions for Relief as agreed upon in Section XI.

91. The Defendants shall monitor any private or public entity that is under contract with the Defendants and that performs obligations required by this Agreement in order to ensure compliance with this Agreement.

92. Prior to negotiating this Agreement, the Parties entered an Agreement to Reference to Magistrate for Mediation and Defer Request for Preliminary Injunctive Relief

(referred to herein as the "Prior Agreement"). Pursuant to Paragraph (E) of the Prior Agreement ("Termination of Agreement"), the Prior Agreement is to terminate upon certain events. The execution of this Agreement and the Dismissal of this Action will terminate the Prior Agreement, except that the Prior Agreement shall remain confidential as set forth in the Prior Agreement.

93. The Parties stipulate, agree and acknowledge that this Agreement is not a consent order. The Parties further stipulate, agree and acknowledge that

a. this Agreement is not intended to be construed as a consent decree;

b. this Agreement does not operate as an adjudication of the merits of the Action; and

c. the Court's approval of the Agreement and the Court's retained jurisdiction over the matters identified in this Agreement does not convert this Agreement into a consent decree.

IN WITNESS WHEREOF, the Parties have knowingly and voluntarily signed this Settlement Agreement in the case *Freeman, et al. v. Rahn, et al.*, No: 15-cv-149, in the United States District Court for the District of Maryland intending this document to be a document under seal and a specialty under the laws of the State of Maryland. This Agreement may be executed in multiple, duplicate originals. A set of counterpart copies which collectively contain the signature and acknowledgment of all parties will constitute an original. In addition, signature and acknowledgment of this Agreement may be confirmed by electronic means or facsimile, and signatures obtained via electronic means or facsimile shall have the same effect as receipt of an original signature.

Accepted and Consented to:

Virginia Knowlton-Marcus
Executive Director
Disability Rights Maryland
(also known as Maryland Disability Law Center)
Plaintiff

8/2/16
Date

IN WITNESS WHEREOF, the Parties have knowingly and voluntarily signed this Settlement Agreement in the case *Freeman, et al. v. Rahn, et al.*, No: 15-cv-149, in the United States District Court for the District of Maryland intending this document to be a document under seal and a specialty under the laws of the State of Maryland. This Agreement may be executed in multiple, duplicate originals. A set of counterpart copies which collectively contain the signature and acknowledgment of all parties will constitute an original. In addition, signature and acknowledgment of this Agreement may be confirmed by electronic means or facsimile, and signatures obtained via electronic means or facsimile shall have the same effect as receipt of an original signature.

Accepted and Consented to:

Deborah Benaderet 08/02/16

Deborah Benaderet — Date
Plaintiff

IN WITNESS WHEREOF, the Parties have knowingly and voluntarily signed this Settlement Agreement in the case *Freeman, et al. v. Rahn, et al.*, No: 15-cv-149, in the United States District Court for the District of Maryland intending this document to be a document under seal and a specialty under the laws of the State of Maryland. This Agreement may be executed in multiple, duplicate originals. A set of counterpart copies which collectively contain the signature and acknowledgment of all parties will constitute an original. In addition, signature and acknowledgment of this Agreement may be confirmed by electronic means or facsimile, and signatures obtained via electronic means or facsimile shall have the same effect as receipt of an original signature.

Accepted and Consented to:

Phillip D. A. Freeman — 7-27-2016

Phillip Freeman — Date
Plaintiff

IN WITNESS WHEREOF, the Parties have knowingly and voluntarily signed this Settlement Agreement in the case *Freeman, et al. v. Rahn, et al.*, No: 15-cv-149, in the United States District Court for the District of Maryland intending this document to be a document under seal and a specialty under the laws of the State of Maryland. This Agreement may be executed in multiple, duplicate originals. A set of counterpart copies which collectively contain the signature and acknowledgment of all parties will constitute an original. In addition, signature and acknowledgment of this Agreement may be confirmed by electronic means or facsimile, and signatures obtained via electronic means or facsimile shall have the same effect as receipt of an original signature.

Accepted and Consented to:

Danielle M Phelps

Danielle Phelps
Plaintiff

7/27/16

Date

IN WITNESS WHEREOF, the Parties have knowingly and voluntarily signed this Settlement Agreement in the case *Freeman, et al. v. Rahn, et al.*, No: 15-cv-149, in the United States District Court for the District of Maryland intending this document to be a document under seal and a specialty under the laws of the State of Maryland. This Agreement may be executed in multiple, duplicate originals. A set of counterpart copies which collectively contain the signature and acknowledgment of all parties will constitute an original. In addition, signature and acknowledgment of this Agreement may be confirmed by electronic means or facsimile, and signatures obtained via electronic means or facsimile shall have the same effect as receipt of an original signature.

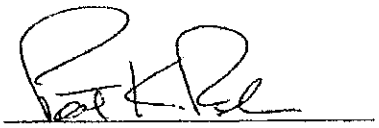
Accepted and Consented to:

Floyd Hartley
Plaintiff

7/29/16
Date

IN WITNESS WHEREOF, the Parties have knowingly and voluntarily signed this Settlement Agreement in the case *Freeman, et al. v. Rahn, et al.*, No: 15-cv-149, in the United States District Court for the District of Maryland intending this document to be a document under seal and a specialty under the laws of the State of Maryland. This Agreement may be executed in multiple, duplicate originals. A set of counterpart copies which collectively contain the signature and acknowledgment of all parties will constitute an original. In addition, signature and acknowledgment of this Agreement may be confirmed by electronic means or facsimile, and signatures obtained via electronic means or facsimile shall have the same effect as receipt of an original signature.

Accepted and Consented to:

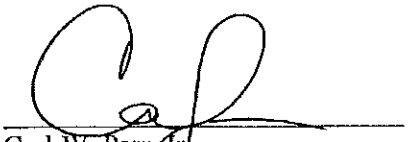


Pete K. Rahn
Secretary
Maryland Department of Transportation

8-1-16
Date

Paul W. Comfort
Administrator
Maryland Transit Administration

8/1/16
Date



Carl W. Parr, Jr.
Director
MTA Mobility

8/1/16
Date

Approved as to form:

Lauren Young (Bar No. 14364)
Disability Rights Maryland
(also known as Maryland Disability Law Center)
1500 Union Avenue, Suite 2000
Baltimore, Maryland 21211

8/3/16
Date

Katheryn Anderson (Bar No. 19401)
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1500 Union Avenue, Suite 2000
Baltimore, Maryland 21211

8/3/16
Date

Julie Nepveu (*Pro Hac Vice*)
AARP Foundation Litigation
601 E Street, Northwest
Washington, DC 20049

8/3/16
Date

BRIAN E. FROSH
Attorney General of Maryland

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8/8/16
Date

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Assistant Attorney General
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Maryland Department of Transportation
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Hanover, Maryland 21076

8/8/16
Date