

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION

EVERYBODY COUNTS, INC.,)	CIVIL NO. 2:98CV97 JM-1
a Center for Independent Living, et al.,)	
)	CLASS ACTION
Plaintiffs,)	
)	JURY DEMAND
v.)	
)	
NORTHWEST INDIANA REGIONAL)	
PLANNING COMMISSION, et al.)	
)	
Defendants.)	

AGREED CONSENT DECREE SETTLING CLASS ACTION LAWSUIT

WHEREAS the Plaintiffs initiated this matter on April 1, 1998 in Indiana State Court; the case was subsequently removed to federal court; and amended on July 27, 1998. The First Amended Complaint alleged that the Defendants committed violations of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 et seq., § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 et seq., and the corresponding regulations associated with those laws.

WHEREAS, on June 22, 1999, the United States Supreme Court in *Olmstead v. L.C.* upheld the integration mandate of the Americans with Disabilities Act ("ADA"). The Court ruled that the ADA is modeled on similar provisions of the Rehabilitation Act and therefore provides no less protection to persons with disabilities. These laws require that covered entities, such as the Defendants here, shall administer services, programs, and activities in the most integrated setting appropriate to the needs of qualified individuals with disabilities.

WHEREAS, the Court certified this class action pursuant to Federal Rules of Civil Procedure 23 (a) and 23 (b) (2) for an injunctive Class consisting of:

"All persons eligible for paratransit services under the ADA pursuant to 49 C.F.R. § 37.123 who are or will be paratransit Riders in Lake County, State of Indiana."

WHEREAS, Centers for Independent Living (CILs) are consumer-controlled non-profit organizations authorized by Title VII of the Rehabilitation Act of 1973 as amended. Centers for Independent Living are governed and staffed by a majority of qualified people with disabilities, who empower and provide direct assistance to people with disabilities in their local community

in order which help them to achieve personal and/or professional goals. However, the most significant role of Centers for Independent Living is to assist the disabled community to identify and resolve systemic barriers that make it difficult for them to achieve community integration. Everybody Counts' board of directors and staff include individuals with extensive expertise in application of the ADA, community organizing, public relations and training activities.

WHEREAS, Hammond Transit Services ("HTS") and Howard Cab Inc. ("Howard") are subject to the requirements of the ADA, nothing in this Agreed Consent Decree Settling Class Action Lawsuit ("Consent Decree") limits HTS's and Howard's obligations under the ADA, and this Consent Decree only addresses a subset of HTS's and Howard's obligations under the ADA.

NOW, THEREFORE, Plaintiffs, including the Members of the Class, and Defendants HTS and Howard, intending to be legally bound, stipulate and agree to a settlement of this matter in accordance with the terms and conditions set forth below. The purpose and intent of this settlement agreement is to maximize the quantity and quality of transit services provided to the individuals in the geographic area serviced by HTS's transportation routes from the funding dollars available; increase the collaboration between the Defendant and all persons eligible for paratransit services in the area served by HTS; and develop and implement strategies for the more efficient use of resources available for transit services. All provisions of this agreement shall be interpreted and construed consistent with this purpose.

I. DEFINITIONS and CONSTRUCTION

- A. The following federal regulations, 49 CFR § 37.105, 49 CFR § 37.121, 49 CFR § 37.131, 49 CFR § 37.171, other federal regulations to which the aforementioned federal regulations refer, and any other applicable federal regulations provide specific definitions and standards for performance. Any conflict between the specificity of the federal regulations and the specificity of the terms, conditions, and definitions of this Consent Decree shall be resolved in favor of the federal regulations. In addition to the common sense meaning for each term, the following definitions apply to each of the terms listed below:
1. "ADA" means the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., and its corresponding regulations.
 2. "Alternate Format" means any form of communication which is accessible to an individual with a disability, in accordance with the provisions of the Americans with Disabilities Act and its corresponding regulations. If an Alternate Format of a document, or other form of communication, is requested, it shall be provided in the requested format unless doing so would result in undue hardship to the Defendant. 42 U.S.C. § 12111(10)(a); 28 C.F.R. § 35.160. Alternate Format shall include, but not be limited to, materials in large print, audio cassette tapes or compact discs, Braille, use of a sign language interpreter and Relay Services.
 3. "Charter Service" means transportation using buses or vans, or facilities funded under the Federal Transit Act of 1964, as amended 49 U.S.C. App.

1601 et seq., and those parts of Title 23 U.S.C. § 103 (e)(4), 142(a) and 142(c) that provide for assistance to public bodies for purchasing buses, by a group of persons who pursuant to a common purpose, under a single contract, at a fixed charge (in accordance with the carrier's tariff) for the vehicle or service, have acquired the exclusive use of the vehicle or service to travel together under an itinerary either specified in advance or modified after having left the place of origin. This definition includes the incidental use of FTA funded equipment for the exclusive transportation of school students, personnel, and equipment. 49 C.F.R. § 604.5(e).

4. "Communicate" means to take appropriate steps to ensure that communications with persons with disabilities are as effective as communications with others; including but not limited to furnishing auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in, and enjoy the benefits of, any services, programs, or activities conducted by Defendants. 28 C.F.R. § 35.160(a)-(b).
5. "Complementary Paratransit" means the transportation provided by a public entity, or the public entity's contract carrier, to comply with 42 U.S.C. § 12143, 49 C.F.R. § 37.121 and other applicable regulations.
6. "Complementary Paratransit Trip" means a trip provided to comply with 42 U.S.C. § 12143 and applicable regulations to Riders eligible for Complementary Paratransit pursuant to 42 U.S.C. § 12143, 49 C.F.R. § 37.123, and other applicable regulations.
7. "Contractor" means any transit provider that contracts, or otherwise arranges, with HTS its successors, assigns, or contract carriers to operate Complementary Paratransit services, directly or indirectly, to the general public in Lake County, Indiana.
8. "Defendants" means Northwest Indiana Community Action Corporation (f/k/a Lake County Economic Opportunity Council) ("NWCAC"), Northwestern Indiana Regional Planning Commission ("NIRPC"), Hammond Transit System ("HTS"), East Chicago Public Transit ("ECPT"), Gary Public Transportation Corporation ("HTS"), and Trade Winds Rehabilitation Center, Inc.
9. "Designated Public Transportation" means transportation provided by a public entity (other than public school transportation) that provides the general public with general or special service, including charter service, on a regular and continuing basis.
10. "Effective Date" is the date on which this Consent Decree is approved by the United States District Court for the Northern District of Indiana, Hammond Division.

11. "Fixed Route System" means a system of transporting individuals, including the provision of Designated Public Transportation service by public entities and the provision of transportation service by private entities, including but not limited to Specified Public Transportation service, on which vehicles are operated along prescribed routes according to fixed schedules.
12. "HTS" means Hammond Transit System, which includes but is not limited to its governing or policy making body, officers, employees, agents, assigns, successors, and contractors (including contracted with community service organizations).
13. "Hard Copy" means a printed version of a document plus any requested Alternate Format of that same document.
14. "Howard" means Howard Cab Inc., which includes, but is not limited to its officers, employees, agents, assigns, successors, and contractors.
15. "Marketing" means aggressive outreach by forms of advertisement and public education to inform the general public and people with disabilities about paratransit and fixed route eligibility, availability and usability.
16. "Missed Trip" means both:(a) a Complementary Paratransit Trip for which any Transit Defendant or Contractor fails to pickup a Rider; and (b) a Complementary Paratransit Trip for which any Transit Defendant or Contractor arrives to pick up the Rider more than one hour after the scheduled pickup time.
17. "Next Day Scheduling" means the scheduling of a trip request for any Complementary Paratransit Rider at the time requested by the Rider, or within the two-hour window around that desired time, on a particular day in response to a request for service made the previous day during business hours.
18. "NIRPC" means the Northwestern Indiana Regional Planning Commission, which includes but is not limited to its governing or policy-making body, officers, employees, agents, successors and assigns.
19. "Operates" includes operation of a, Complementary Paratransit System, or Fixed Route System by an entity under a contractual or other arrangement or relationship with Defendant, its successors, assigns, or contract carriers.
20. "Paratransit" means comparable transportation service required by the ADA for individuals with disabilities who are unable to use fixed route transportation systems.

21. "Personal Care Attendant" means an individual who assists a person with a disability to utilize public transportation.
22. "Rehabilitation Act" means § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794 et seq., and its corresponding regulations.
23. "Rider" means any person who is eligible to utilize transportation services provided by or for HTS.
24. "Specified Public Transportation" means transportation provided by a private entity to the general public, with general or special service, including charter service, on a regular and continuing basis.
25. "Subscription Service" means a paratransit service offered to individuals who have repeated trips to the same destination during a limited period, which eliminates the need to call in for a daily ride reservation. Typically, subscription service is provided for trips to work, work training, education, and specialized medical care. Subscription service is regulated by 49 CFR § 37.133 (b) which provides that, 'subscription service may not absorb more than fifty percent of the number of trips available at a given time of day, unless there is excess non-subscription capacity.'
26. "Transit Defendants" means NWICAC, Hammond Transit System, East Chicago Public Transit, Gary Public Transportation Corporation, and TradeWinds Rehabilitation Center, Inc.
27. "Trip" means a one way trip, or other trip configuration.
28. "Trip Denial" means the refusal or inability to schedule a Complementary Paratransit Trip within the two-hour window and/or in accordance with next-day scheduling.
29. "Two-Hour Window" means the time period from one hour before to one hour after the time for which a Rider requests a Complementary Paratransit Trip.
30. "Untimely Pick Up" means any Complementary Paratransit Trip pick up that is made more than fifteen (15) minutes before or fifteen (15) minutes after the Rider's scheduled pick up time.

II. HTS

A. Transportation Improvement

1. Fixed Route Performance. Within six (6) months of the effective date of this Consent Decree, HTS shall undertake the following steps with regard to Fixed Route Performance:

- a. HTS acknowledges that the ADA requires HTS to ensure that its fixed route services are accessible to individuals with disabilities, and nothing herein shall be construed to excuse any failure of HTS' fixed route services to be accessible. As part of its efforts to meet this requirement, HTS shall actively work with the Council on Accessible Transportation Services ("the CAT," discussed in Section II.E. below), Everybody Counts, and the city of Hammond to resolve physical barriers to access to fixed route services, develop and use training programs to increase usage of those services, ensure that lift equipment on buses are properly maintained, provide training for drivers of fixed route services to ensure that they are adequately familiar with lift equipment and knowledgeable of how to interact appropriately with persons with disabilities, and utilize appropriate process to determine eligibility for certification.
 - b. HTS drivers shall announce all stops at transfer points with other fixed routes, major intersections and destination points, and intervals along a route sufficient to permit individuals with visual impairments and other disabilities to be oriented to their location, and any requested stop.
2. Complementary Paratransit Performance. HTS agrees that it is responsible for complying with all laws and regulations that specify standards of paratransit performance and that nothing herein shall be construed to excuse any service failure. HTS agrees that each paratransit trip is important and that it shall be the duty of HTS to comply with existing service standards in each and every case. In addition to that duty, HTS shall meet the following ADA performance standards within six (6) months of the effective date of this Consent Decree.
- a. Trip Eligibility
 - i. HTS shall develop procedures for certifying Riders by taking into consideration, and, where feasible (if not otherwise required by law), implementing suggested recommendations made by the CAT, including but not limited to ensuring that HTS' and Howard's personnel are adequately trained with respect to these procedures.
 - HTS shall ensure that its certification procedures provide for the performance of a "functional assessment" which will consider the specific nature of the Rider's disability.
 - HTS shall provide all information regarding its certification program, including materials necessary

to apply for certification and notices and determinations concerning eligibility, in Alternate Formats.

- HTS shall provide written documentation of eligibility to applicants who are certified as HTS Riders.
 - HTS's eligibility determination must be completed within 21 days of the applicant's submission of a complete application. If, 21 days after the applicant has submitted a complete application, HTS has not made a determination of eligibility, the applicant shall be treated as eligible and provided service until and unless HTS denies the application.
 - Upon completion of the certification process, HTS shall provide the certified Rider with copies of HTS' transit policies and procedures, complaint procedures, and an overview of the role of the CAT. At that time, HTS shall also inform each certified Rider that (a) each complaint form shall contain a provision asking the complainant whether he or she consents to release the actual complaint form, and the information contained in the complaint form to the CAT committee charged with addressing complaints; and (b) the actual completed complaint forms shall only be shared with the CAT if consented to by the complainant in writing.
- ii. Individuals accompanying a HTS certified Rider shall be provided service as follows:
- HTS shall permit at least one associate, family member, or friend to ride with a HTS certified Rider;
 - If the Rider is traveling with a personal care attendant, HTS shall provide service to at least one other associate, family member, or friend, provided that space is available at the time the reservation is made, in addition to the attendant who is accompanying the HTS certified Rider;
 - When a Rider makes a reservation, HTS will ask the Rider whether he/she will be traveling with a Personal Care Attendant; and

- A family member or friend will be regarded as a person accompanying the HTS certified Rider, and not as a personal care attendant, unless the family member or friend is acting in the capacity of a personal care attendant.
 - If a Rider is traveling with a Service Animal, the Service Animal shall be allowed to travel with the Rider.
 - iii. If a personal care attendant is needed or if a child under the age of 6 is accompanying the HTS certified Rider, the personal care attendant or child under the age of 6 rides for free. All additional riders, who are not personal care attendants or a child under the age of six, whether associate or family member, are subject to standard fare for ADA complementary paratransit transportation.
 - iv. HTS shall allow additional Riders on a space-available basis.
- b. Complementary Paratransit Scheduling
- i. HTS shall implement a system of next day scheduling and shall provide timely complementary paratransit services to Riders requesting a next day trip if the request is made during regular business hours (currently 7:00 AM to 6:00 PM Monday through Saturday) of the previous day.
 - ii. HTS shall provide complementary paratransit services at all times and days that HTS provides fixed route services.
 - iii. HTS shall make adequate provisions to accept day and time-dated scheduling requests during the weekend for trips desired during the weekdays of the following week and such provisions shall be equivalent to other transportation services provided. In no case shall HTS allow such provisions to result in anything other than a first-come, first-served system for accepting reservations.
 - iv. HTS shall schedule the desired pick up time requested by the Rider. If HTS cannot schedule the trip within the Two-Hour Window (as defined in Paragraph I.A.30), such failure shall constitute a Trip Denial.
 - v. For each scheduled paratransit trip, HTS shall maintain the following information:

- The date and time when the Rider telephones to schedule a trip;
 - The date and time the Rider requests for pick up (desired pick up time); and
 - The date and time HTS actually schedules the pick up, regardless of whether it was the Rider's original requested pick up time.
- vi. HTS shall ensure that an adequately trained person is available to address emergencies that arise during and within one hour after the time that HTS Operates (as defined in Paragraph I.A.20., above).
- c. Trip Denials
- i. If HTS cannot provide the Rider's requested trip within the Two-Hour Window and this occurs on more than two occasions in a 30-day period, then HTS shall provide substitute compensation of two vouchers for a free complementary paratransit round trip, which compensation shall be issued within 10 days of the second Trip Denial that occurs within a 30-day period.
 - ii. If HTS cannot provide the Rider's requested trip within the Two-Hour Window and this occurs on more than eight occasions in a forty-five (45) day period, then HTS shall provide substitute compensation of one hundred dollars (\$100) to the Rider, which compensation shall be issued within 10 days of the eighth Trip Denial that occurs within a 90-day period.
 - iii. HTS is to maintain a written Trip Denial list in accordance with the procedures outlined in Paragraph II.A.4, below.
- d. Untimely Pick Ups and Missed Trips
- i. A paratransit pick up will be deemed to be in accordance with this Consent Decree when the paratransit vehicle arrives fifteen (15) minutes before or 15 minutes after the Rider's scheduled pick up time. If HTS arrives to pick up a Rider more than thirty (30) minutes before the Rider's scheduled pick up time (and the driver refuses to wait to within fifteen (15) minutes of the Rider's scheduled pick up time), or arrives more than fifteen (15) minutes after the Rider's scheduled pick up time on more than two occasions in a thirty (30) day period, HTS shall provide substitute

compensation of two vouchers for a free complementary paratransit round trip, which shall be issued within 10 days of the second Trip Denial that occurs within a 30-day period. If HTS arrives to pick up a Rider more than thirty (30) minutes before the Rider's scheduled pick up time (and the driver refuses to wait to within fifteen (15) minutes of the Rider's scheduled pick up time), or arrives more than fifteen (15) minutes after the Rider's scheduled pick up time on more than eight occasions in a forty-five (45) day period, HTS shall reimburse the Rider one hundred dollars (\$100), which compensation shall be issued within 10 days to the eighth Trip Denial that occurs within a 90-day period.

- ii. HTS shall maintain a list of Missed Trips in accordance with the procedures outlined in Paragraph II.A.4, below.
- iii. HTS shall ensure that the length of time of any paratransit trip shall not exceed by a factor of one and one-half (1.5) multiplied by the amount of time it would take to travel by direct route to the same destination by HTS's fixed route system at that same time of day. However, a paratransit trip may be of longer duration where unusual traffic or inclement weather (e.g., ice or snow) or road conditions (including those caused by inclement weather) cause a lengthier trip. The paratransit trip time begins when the Rider has boarded the paratransit vehicle and has begun his/her trip.

e. Available Information

- i. HTS shall provide information about its complementary paratransit services in accordance with the provisions contained in Paragraph II.K., below.

3. Vehicle and Equipment Maintenance

- a. Available vehicles. HTS shall maintain a sufficient number of available vehicles, including lift-equipped vehicles, to ensure that service is not interrupted in the event of a mechanical breakdown or maintenance issue. All vehicles acquired by HTS after the effective date of the Consent Decree for the provision of Complementary Paratransit Services shall be lift-equipped vehicles.
- b. Safety Inspections. HTS and Howard shall conduct daily safety inspections of its vehicles prior to beginning each day's service. A

written safety inspection report shall be completed and signed by a HTS and/or Howard staff member prior to the vehicle being released for operation each service day. The safety inspection reports shall be maintained for the duration of the Consent Decree.

- i. The daily inspection shall include testing the lifts prior to beginning the first run of the morning to ensure that the lift is operational, and so that the driver knows how to operate the lift and any securement devices in the vehicle.
 - ii. If Complementary Paratransit Services are provided by Contractors or Subcontractors, daily inspection sheets shall be made available by HTS for review upon request.
- c. Lifts. All lift-related equipment shall be inspected, serviced, and lubricated at intervals necessary to ensure that the lifts are fully operational.
- d. Seats and securement devices. Seats and securement devices shall be maintained in proper operating condition at all times. This requirement should include both the ability to lift up any seats which can be cleared to make room for a wheelchair, and proper maintenance of any securement devices.
- e. Training. HTS's maintenance staff shall be skilled in the maintenance and repair of lifts, securement devices, and any other accessibility features. Within sixty (60) days of the effective date of this Consent Decree, HTS shall ensure that its maintenance staff is adequately trained in the operation of vehicle accessibility features such as lifts and securement devices. Within 30 days after starting employment, maintenance staff hired by HTS after the effective date of this Consent Decree will be adequately trained before starting work for HTS. HTS's maintenance staff will receive refresher training courses on an annual basis. HTS shall work with Everybody Counts to select an appropriate agency or organization to provide the training required by this Section until the CAT is established pursuant to the requirements set forth in Section II.F. After the CAT is established, HTS shall work with the CAT to select an appropriate agency or organization to provide the training required by this Section. In the event the parties are unable to mutually agree on an acceptable entity to provide the training after a 45-day negotiation period, the parties will apply to the Court for assistance in selecting the appropriate agency or organization to provide the training.
- f. Maintenance reporting and monitoring. If Complementary Paratransit Services are provided by a Contractor, each Contractor

shall forward maintenance reports to HTS on a quarterly basis. Upon request, such reports shall be made available to the CAT and Plaintiffs.

4. Access and Evaluate New Technology and Practices. HTS shall continue to evaluate and implement new technologies and practices in all aspects of its provision of Complementary Paratransit Services, to the extent such new technologies or practices are applicable and resources are available. HTS agrees that it shall make every effort to implement such new technologies and practices to the extent that it will improve Complementary Paratransit Services.
5. Driver and Dispatcher Training and Behavior
 - a. Within three (3) months of the effective date of this Consent Decree, all drivers must receive training in assisting customers as provided for by Project Action best practice guidelines, including lift operation certification, passenger assistance, boarding, and tie-down training.
 - b. Within sixty (60) days of the effective date of this Consent Decree, all dispatchers must receive training in assisting customers as provided for by Project Action guidelines.
 - c. HTS shall ensure that all drivers and dispatchers hired after the effective date of this Consent Decree received the training described in Section II.A.5.a. and II.A.5.b. prior to providing transportation services and/or having interaction with Riders.
 - d. Until the CAT is established pursuant to Section II.F., HTS shall work with Everybody Counts to approve training materials and set guidelines for the duration and frequency of driver training. After the CAT is established, HTS shall work with the CAT to approve training materials and set guidelines for the duration and frequency of driver training.
 - e. HTS shall work with Everybody Counts to select an appropriate agency, organization or individual(s) to provide the training required by Section II.A.5. In selecting an organization to provide this training, HTS will advertise or request proposals from agencies, organizations or individuals with experience working with transportation issues such as those that confront Northwest Indiana or a similarly situated geographic area. In the event the parties are unable to mutually agree on an acceptable entity to provide training after a 45-day negotiation period, the parties will apply to the Court for assistance in selecting the appropriate agency, organization or individual(s) to provide the training. The

parties recognize that HTS is bound by federal regulations governing procurement and is subject to FTA oversight and review. In selecting the trainer, the parties agree that procurement process will be governed by federal regulation and will be subject to FTA oversight and review.

- f. Until the CAT is established pursuant to Section II.F, HTS shall work with Everybody Counts to develop standards and procedures for disciplining drivers for failing to assist riders as required under the ADA consistent with existing HTS disciplinary policies. After the CAT is established, HTS shall work with the CAT to develop standards and procedures for disciplining drivers for failing to assist riders as required under the ADA consistent with existing HTS disciplinary policies.
 - g. HTS shall ensure that all drivers meet all applicable regulations and obtain all required licenses, including a valid commercial driver's license (CDL).
 - h. HTS and Howard shall operate a drug-free workplace. HTS and Howard shall also comply with the U.S. Department of Transportation, Federal Transit Administration's (the "FTA's") drug-testing regulations at 49 C.F.R. part 655, including: (1) developing a policy with respect to use of illegal substances in the workplace; (2) providing information/education to all HTS and Howard employees on the dangers of illegal use of drugs and misuse of alcohol; (3) instituting a drug and alcohol testing program for HTS employees, including drivers, and all employees that perform "safety sensitive" job duties; and (4) conducting pre-employment, post-accident, returning-to-duty, reasonable suspicion, and random drug testing of all "transit employees" as that term is defined in the FTA's regulations.
- B. **Complaint Procedures.** Within six (6) months of the effective date of this Consent Decree, HTS shall undertake the following steps with regard to complaint procedures.
- 1. Until the CAT is established pursuant to Section II.F., HTS shall work with Everybody Counts to develop procedures for making and submitting a complaint to HTS, or to any Contractor or Subcontractor providing Complementary Paratransit Services for HTS. Once the CAT is established, HTS shall work with the CAT to develop procedures for making and submitting a complaint to HTS, or to any Contractor or Subcontractor providing Complementary Paratransit Services for HTS.
 - 2. Until the CAT is established, HTS shall work with Everybody Counts to develop procedures for receiving, reading, reviewing, investigatory, and

6. The Transportation Director or other designated staff member shall prepare a written response to the complaint. The Transportation Director's investigation and written response (if applicable, the response shall be provided in an Alternate Format) shall be completed within 30 days of HTS's receipt of the complaint. In the event the complaint involves allegations requiring immediate attention (for example, complaints involving allegations of sexual harassment, assault, driving under the influence, repeated Trip Denials that jeopardize the Rider's health or employment), the Transportation Director's investigation and written response shall be completed in an expeditious manner. The written response shall contain the following information, where appropriate:
 - a. A copy of the initial complaint;
 - b. If the issue has been resolved, a description of the resolution; and
 - c. If the issue is still under investigation, an estimate of the additional time needed to complete the investigation; and
 - d. Any information that may not be divulged shall be redacted.
7. Upon request by a Rider, a copy of a complaint completed by the Rider will be forwarded to the CAT at the same time the complaint is forwarded to the transportation director. The complaint form shall have a check box where a Rider may indicate whether he/she wishes to have the complaint forwarded to the CAT. The complaint form shall also have a brief overview explaining the role of the CAT.
8. If the subject of the complaint cannot be resolved, then the Transportation Director, in his/her written response to the complaint, shall include documentation as to why the complaint cannot be resolved. If the Transportation Director's investigation reveals that the complaint is without merit, then the Transportation Director's written response shall include documentation to that effect. HTS's Transportation Director or other designated staff member shall then forward the written results of the investigation and HTS's written response to the CAT, so long as the Rider consents to this information being provided to the CAT. All complaints received by HTS shall be held in strict confidence by HTS, the CAT, and their respective staffs.
10. A Rider who files a complaint may appeal HTS's decision regarding the complaint to the CAT for a recommendation. The CAT shall review the complaint and issue a recommendation within 30 days of receiving the response from HTS. The recommendation shall be forwarded to Hammond's Board of Public Works and Safety for final determination. A designated member of the CAT shall communicate the recommendation of

responding to all complaints received by HTS, or to any Contractor or Subcontractor providing Complementary Paratransit Services for HTS. Once the CAT is established, HTS shall work with the CAT to develop for receiving, reading, reviewing, investigating, and responding to all complaints received by HTS, or to any Contractor or Subcontractor providing Complementary Paratransit Services for HTS. In the interim, HTS shall follow the complaint procedures set forth in Paragraphs II.B.3-14.

3. HTS shall ensure that complaint forms are available on all vehicles, and at HTS's and Howard's offices and facilities. Additionally, HTS shall post notices at bus stops, where feasible, advising individuals of how complaint forms can be obtained. Complaint forms shall be available in Alternate Formats and shall be available on-line in the event that HTS has or establishes a website. Any website maintained by HTS must be Bobby-approved for access by people with visual impairments. Complaints can be submitted in writing or communicated by phone or in person. HTS's and Howard's staff must be familiar with TTY and relay and must be capable of identifying the circumstances under which it is necessary to bring in an interpreter. Riders shall be given the option of mailing a completed complaint form to HTS's Transportation Director or calling HTS's office and having a member of HTS's staff complete a complaint form on their behalf. Riders may also elect to have an advocate assist them in completing a complaint form. HTS shall send a copy of the complaint to the Rider upon the Rider's request. HTS shall ensure that each Rider is provided with a HTS telephone number and contact name before service is implemented for that Rider.
4. HTS shall ensure that a designated, adequately-trained person is available during normal hours of operation to promptly handle and investigate telephone inquiries and/or complaints that require immediate action. Circumstances requiring immediate action may include, but are not limited to, inquiries about the whereabouts of a vehicle that is at least fifteen (15) minutes late, Riders that are stranded without transportation, instances where the driver is incapacitated, or other instances where the Rider's safety might be affected. HTS shall ensure that a staff member is available to field any emergency inquiries that arise during normal business hours.
5. If a member of HTS's and/or Howard's staff receives a written or verbal complaint, he/she shall be responsible for forwarding, by the close of the next business day, a copy of the complaint to HTS's Transportation Director or other designated staff member for investigation and response. Upon receipt of a completed complaint form, HTS shall provide written confirmation of receipt of the complaint to the complaining party within 10 business days.

the CAT on behalf of the CAT to Hammond's Board of Public Works and Safety.

11. Until the CAT is established pursuant to Section II.F., Everybody Counts shall work with HTS to develop procedures for receiving, reviewing, investigating, and responding to appeals of HTS's disposition of Rider complaints. After the CAT is established, the CAT shall work with HTS to develop procedures for receiving, reviewing, investigating, and responding to appeals of HTS's disposition of Rider complaints as provided for in Paragraph II.B.10.
 12. A record of complaints shall be maintained and reviewed on an annual basis by HTS's Transportation Director. The Transportation Director shall review and consider the record of complaints when recommending changes in HTS's services or service policies.
 13. In the event HTS contracts with a third-party to provide complementary paratransit services, HTS will exercise sufficient oversight to ensure that the third-party contractor complies with all complaint procedures in this section.
 14. HTS shall issue a report to the CAT on at least a quarterly basis which summarizes the complaints received, responses to such complaints, and any recommended changes to services and policies, provided, however, the actual completed complaint forms shall only be shared with the CAT if consented to by the complainant in writing. Each complaint form shall contain a provision asking the complainant whether he or she consents to release the actual complaint form, and the information contained in the complaint form to the CAT committee charged with addressing complaints.
 15. Upon receipt of the quarterly report, the CAT shall have the opportunity to suggest any additional changes to transportation services and services policies the CAT determines are appropriate.
- C. Record Keeping and Reporting Obligations. Within six (6) months of the effective date of this Consent Decree, HTS shall undertake the following steps with regard to record keeping and reporting obligations.
1. HTS shall maintain detailed operations reports that shall include the following information:
 - a. The date and time when the Rider telephones HTS to schedule a trip;
 - b. The date and time the Rider requests to be picked up (desired pick up time);

- c. The date and time on which HTS actually schedules the trip;
 - d. The date and time actually scheduled by HTS to pick up the Rider;
 - e. The actual time HTS picks up the Rider;
 - f. The actual time HTS delivers the Rider to his/her destination; and
 - g. The number of Riders who have been unable to obtain requested rides from HTS.
2. HTS shall maintain a written Trip Denial list. The Trip Denial list should include the following information:
 - a. The Rider's name;
 - b. The date and time of the trip request; and
 - c. The reason for the Trip Denial.
 3. HTS shall maintain a written list of Missed Trips. The Missed Trip list shall include the following information:
 - a. The Rider's name;
 - b. The date and time of the trip request; and
 - c. The reason for the missed trip.
 4. Upon request, HTS shall provide the information described in Paragraph II.C.1-3 in hard copy to counsel for Plaintiffs' until the expiration of the Consent Decree. That information shall be provided in both summary and raw data versions. HTS shall continue to maintain the information required by this Consent Decree until one (1) year after its expiration.
- D. **Sensitivity/Awareness Training.** In accordance with best practices outlined in the Department of Transportation's Project Action Guidelines, HTS shall fund and cooperate in "Sensitivity Awareness Training" for all transit-related staff, including drivers, dispatchers, administrators, and other program staff, both current and new employees.
1. HTS's and Howard's drivers, dispatchers, and key personnel shall receive this training within three (3) months of the effective date of this Consent Decree. HTS shall ensure that all drivers and dispatchers hired after the effective date of the Consent Decree receive the training described in Section II.D prior to providing transportation services or interacting with Riders.

2. HTS's and Howard's drivers, dispatchers, and key personnel shall receive retraining in sensitivity awareness not less than every 12 months.
3. If HTS receives complaints from two or more Riders about a specific driver, dispatcher, or other HTS and/or Howard staff member, HTS will be obligated to provide additional Sensitivity Awareness Training for that specific driver, dispatcher, or HTS/Howard staff member. HTS shall also take appropriate disciplinary actions consistent with its employee policies and procedures.
4. Sensitivity/Awareness Training shall be provided by Everybody Counts, a consumer controlled agency with experience in providing sensitivity/awareness training to promote respect for people with disabilities, to increase familiarity with different types of disabilities and the way they impact use of transportation services sufficient to ensure appropriate interaction with riders, and to increase the employees' awareness of the connection between the policies and procedures of HTS, the community they serve and their own individual actions.
5. Sensitivity/Awareness Training shall be provided to groups of no more than 10 employees at a time. Training should be multi-faceted, including review and discussion of written and audio-visual materials, group dialogue, and role-playing.

E. ADA Compliance Review.

1. On-Site Structural Review. Within six (6) months of the effective date of this Consent Decree, HTS shall undertake the following steps with regard to ADA on-site structural review. Experienced, trained agency, organization, or individual(s) will conduct an accessibility review of each of the facilities which is accessible to the public and is utilized by HTS and/or Howard in the operation of its business, including, but not limited to, its fixed route services, and make an assessment concerning whether these facilities are accessible as required by the ADA. The time needed for such reviews depends on the size and complexity of the structures.
 - a. Within one (1) year of completion of the on-site structural review, HTS shall work with the CAT and local Centers for Independent Living funded by the Department of Education to formulate a written plan to correct the deficiencies, if any, found by the agency, organization, or individual that conducts the on-site structural review of the facilities utilized by HTS and/or Howard. This plan shall serve as HTS's transition plan under the ADA, and shall be in compliance with 28 C.F.R. § 35.150(d).
2. On-Site Policy Review. Within one (1) year of the effective date of this Consent Decree, HTS shall undertake the following steps with regard to

on-site policy review. Experienced, trained agency, organization or individual(s) will review HTS's policies and procedures that are related to the provision of transit services as those policies and procedures relate to ADA compliance, and make an assessment concerning whether those policies and procedures are in compliance with the ADA. This may include some personnel and fiscal policies if they overlap or have a direct impact on the provision of transit. A report shall be generated that outlines all findings and provides suggestions for coming into compliance when necessary.

3. Until the CAT is established pursuant to Section II.F., HTS shall work with Everybody Counts and the FTA to select trained agency, organization or individual(s) to provide the ADA on-site structural and policy reviews required by this Section. After CAT is established, HTS shall work with CAT and the FTA to select appropriate agency, organization or individual(s) to provide the reviews required in this Section.
 4. Copies of the reports generated pursuant to II.E. 1 and 2 shall be provided to Everybody Counts and the CAT.
- F. Establishment of the CAT. Plaintiffs and HTS agree that continuing cooperation is an essential component of fulfilling the terms of this Consent Decree and of providing Complementary Paratransit Services to all persons eligible for paratransit services in Hammond, Indiana. To that end, HTS agrees that it shall establish a Ridership Council.
1. The working name of the council shall be Council on Accessible Transportation ("the CAT").
 2. HTS shall work with Everybody Counts to develop the policies and procedures for the CAT and the organization of the CAT. HTS may seek input from other entities who serve HTS's riders with disabilities or individuals who currently are certified for complementary paratransit services with respect to the policies and procedures for the CAT. In the event that an agreement cannot be reached after a 60-day negotiation period, the parties shall seek the Court's assistance.
 3. The CAT shall be organized as an independent committee, and shall work directly with HTS's General Managers and Board of Directors, and provide copies of any necessary information and materials to HTS's Director of Transportation. HTS's Director of Transportation shall provide copies of the materials it receives from the CAT to the Executive Director and HTS's Board of Directors, as well as any other organization of the CAT's choosing.

4. The CAT shall be free to work with any other organization(s) of its choosing; providing however, that the CAT would have no independent ability to bind HTS to any financial and/or contractual obligation.
5. The CAT shall be comprised solely of Riders who are eligible to utilize HTS's Complementary Paratransit Services. At least three-fourths of the CAT's membership must be comprised of residents of Hammond. HTS shall work with Everybody Counts to establish the process by which interested persons will be notified of the orientation training workshop and by which the CAT's initial members will be selected. In the event the parties are unable to mutually agree on an acceptable process to select the CAT's initial members after a 60-day negotiation period, the parties will apply to the Court for assistance in establishing the process by which the CAT's initial members will be selected.
 - a. Riders interested in serving on the CAT will be required to participate in a two day orientation/training workshop which will be organized by HTS and Everybody Counts and which will include an overview of the purpose and role of the CAT and similar efforts in other communities, a review of applicable laws which pertain to the provision of public transportation services, identification of strengths and weaknesses in the current system, discussion of fiscal political and other barriers to objectives shared with providers, development of leadership skills, and the development of a working mission statement. HTS shall be responsible for providing the necessary funding and/or resources for the orientation training workshop. Orientation materials will be available in Alternate Formats.
 - b. At the conclusion of the two day workshop, an election will be held to elect a "Working Group" of the CAT, and only the Riders who participated in the workshop will be eligible to run in the election. The Working Group will then work with Everybody Counts and HTS to develop the CAT's independent structure, policies and procedures of the CAT. Upon completion of this process, the CAT shall be deemed to be "established."
 - c. After the CAT is formulated pursuant to the requirements set forth in this Section, the CAT may make any modifications it deems necessary with regard to selecting additional Riders to serve on the CAT.
6. The CAT and HTS agree that both parties will communicate, cooperate, and collaborate.
7. HTS will assist the CAT's efforts to fulfill its agenda by utilizing its resources, including personnel, facilities, and office equipment and

supplies, if requested, for purposes of organizing, advertising, and conducting the CAT's activities.

8. The CAT shall have its orientation/training workshop within six (6) months of the date on which the Consent Decree is approved by the Court. The CAT's regular meeting schedule shall be determined by its members. Meetings shall be held at times of day when transportation for persons with disabilities is available. HTS shall ensure that Complementary Paratransit Services will be available to transport all Rider members of the CAT who request a ride to a CAT meeting, consistent with HTS's policy of non-prioritization.
 9. All of the CAT's meetings shall be held at times and locations when transportation is available to that location and open to the general public
 10. HTS agrees to provide reasonable funding and/or support for the costs associated with conducting the orientation, up to a maximum of \$25,000. In addition to these costs, HTS agrees to provide reasonable funding and/or support for the CAT, up to a maximum of \$12,500 per year, to perform the duties and activities set forth in Section II.G.2 below, and any additional duties or activities agreed upon by HTS and the CAT. Any costs expended on behalf of the CAT must be reasonable, and consistent with the rights, duties, and obligations of the CAT as set forth in this Consent Decree. The funding and support required under this Section shall include, but not be limited to, transportation, accessible locations, interpreters, materials in Alternate Formats, and personal assistants. The \$12,500 cap for annual costs associated with the CAT assumes that the CAT will be receiving in-kind support from HTS (e.g., assistance with copying costs, postage, transportation, and meeting rooms).
- G. Duties and Responsibilities of CAT. The specific agenda of the CAT shall be determined by its members. At a minimum, the CAT shall be charged with:
1. Making recommendations for HTS policies and procedures regarding accessible transportation;
 2. Reviewing HTS proposals for accessible transportation services and provide input on factors related to accessibility qualifications of proposers;
 3. Reviewing accessibility of the fixed route services and provide suggestions for increased use of those services by persons with disabilities;
 4. Reviewing appropriate use of HTS's paratransit service and provide suggestions for increased effectiveness;

5. At HTS' request, recommending ad hoc members to study various service specifications and technical aspects of the fixed route and/or paratransit system;
 6. Promoting community support for HTS's accessible transportation systems.
 7. Hearing appeals of HTS decisions on individual Rider complaints;
 8. Organizing and holding regular public forums for HTS Riders to voice their concerns and making suggestions regarding HTS's Complementary Paratransit Services; and
 9. Assisting HTS with marketing its Complementary Paratransit Services in Hammond, Indiana, including making recommendations for changes/additions to HTS's marketing materials, policies and procedures.
 10. Additional duties of the CAT shall be determined jointly by HTS and the CAT.
 11. Making recommendations regarding which entity will be retained to provide sensitivity/awareness training for HTS.
- H. HTS' Responsibilities Towards the CAT.
1. The CAT shall make its recommendation/reports to the HTS Board of Directors, Executive Director, and Director of Transportation, on at least a quarterly basis. The HTS Board of Directors shall send a written response to a designated representative of the CAT within sixty (60) days of its receipt of a recommendation/report from the CAT. However, the HTS Director of Transportation shall send a written response within thirty (30) days of its receipt of any recommendation/report regarding safety issues. The Board of Directors' response shall acknowledge receipt of the recommendation/report and summarize the Board of Director's response to the recommendations/report, including whether the CAT's recommendations will be implemented by HTS. HTS agrees that recommendations from the CAT shall be implemented in a timely fashion if feasible unless HTS can demonstrate a compelling reason for not implementing the recommendations. One such compelling reason may be the unavailability of funds to carry out the CAT's recommendations. The burden shall be on HTS to demonstrate the presence of a compelling reason not to adopt the CAT's recommendations. HTS must separately address each the CAT recommendation HTS believes it cannot or will not be able to implement. To the extent that any recommended action is required by law, there shall be no compelling reason that HTS shall not implement the recommended action.

2. HTS agrees that it will work with and cooperate with the CAT. HTS agrees that it will provide the CAT with requested information and/or materials in a timely manner. HTS also agrees that it will do the following:
 - a. Notify the CAT in a timely manner prior to revising its policies and/or procedures relating to transportation services, and provide the CAT a reasonable opportunity to comment on such revisions;
 - b. Provide the CAT with a reasonable opportunity to review and comment on HTS proposals for transportation services; and
 - c. Provide the CAT with a reasonable opportunity to comment on any other matters that might impact accessible transportation services.
- I. Paratransit Reporting, Planning, and Monitoring
 1. Reports. Within six months of the effective date of this Consent Decree, HTS shall submit to Plaintiffs' counsel a draft written paratransit plan including, but not limited to, timetables and deadlines for implementing the terms of this Consent Decree and for eliminating any capacity constraints in providing complimentary paratransit services. HTS shall update its paratransit plan on an annual basis. HTS shall submit its draft paratransit plan to Plaintiffs' counsel two (2) months prior to the due date for each paratransit plan. Plaintiffs agree to approve or disapprove each paratransit plan within one (1) month of receipt and to notify HTS of its action. Any dispute concerning HTS's paratransit plan shall be resolved as provided for in Paragraph II.B., below.
- J. Non-Interference. HTS shall not coerce, intimidate, discriminate, retaliate against, or interfere with any Plaintiff or Class Member for asserting or advocating their rights under this Consent Decree or any law protecting persons with disabilities, and shall affirmatively provide each Plaintiff or Class Member due process and equal opportunity in employment, business or funding opportunities.
- K. Marketing, Public Involvement, and Outreach. Within six (6) months of the effective date of this Consent Decree, HTS agrees to take the following steps with regard to marketing, public involvement, and outreach.
 1. Marketing. In accordance with best practices outlined in the Department of Transportation's Project Action guidelines, HTS shall market the use of fixed route transportation services and complementary paratransit services to all residents and visitors of Hammond, Indiana. HTS's Marketing efforts shall include, but not be limited to the following:

- a. Labeling the sides of HTS vehicles with the telephone number to contact for information for HTS's office;
- b. Drafting and circulating to at least 50 social service organizations in the Hammond metropolitan area and areas served by HTS's fixed route services, on a regular basis, brochures and other advertisements setting forth HTS's hours of operation, describing the nature of its services and responsibilities, and describing its service area;
- c. Distributing paratransit service information, on at least a quarterly basis, to local businesses, social service agencies, government entities, local civic groups and community organizations and utilizing the CAT to develop mailing lists;
- d. On a monthly basis, running public service announcements advertising the availability of HTS's complimentary paratransit service and fixed route service on local television, radio, and/or weekly papers; and
- e. In accordance with best practices outlined in the Department of Transportation's Project Action guidelines, HTS agrees to provide information concerning its complementary paratransit services and fixed route services in Alternate Formats.

2. Public Notice

- a. In accordance with best practices as outlined in the Department of Transportation's Project Action guidelines, HTS shall ensure that the public is informed of any proposed changes to its fixed route or complementary paratransit services, and HTS shall solicit public input and comment from its Ridership regarding any proposed changes in its fixed route services, its complementary paratransit services, and its paratransit plan. Solicitation of public input shall include allowing members of the public who are unable to attend a meeting to submit comments in writing. Such public participation shall include public meetings held at accessible locations during times of the day when transportation for individuals with disabilities to that location is available.
- b. In accordance with best practices as outlined in the Department of Transportation's Project Action guidelines, in addition to the required legal notices, public meetings shall be advertised in multiple formats, including, but not limited to, television and radio announcements, and materials in Alternate Formats as appropriate. These meetings shall be advertised at least thirty (30) days prior to the scheduled meeting date.

- c. Written responses to any of the questions or comments posed at the public hearing shall be provided to the public and commenter(s) within thirty (30) days of the public meeting.
 - d. In accordance with best practices as outlined in the Department of Transportation's Project Action guidelines, HTS shall create an ongoing mechanism for the participation of individuals with disabilities in the continued development and assessment of the transportation services it offers to persons with disabilities, including fixed route transportation services and complementary paratransit services, as required by the ADA.
3. Outreach. Until the CAT is established pursuant to Section II.F, HTS shall work with Everybody Counts to develop a written plan for how HTS intends to notify persons with disabilities of information regarding HTS's responsibilities, services, policies, and procedures. After the CAT is established, HTS shall work with the CAT to develop a written plan for how HTS intends to notify persons with disabilities of information regarding HTS's responsibilities, services, policies, and procedures. The plan should include, at a minimum, the timelines and way by which HTS intends to accomplish the following objectives:
- a. Develop and utilize a mailing list of groups, organizations, agencies and governmental entities whose members are people with disabilities and/or whose staff regularly interact with people with disabilities.
 - b. Develop informational materials which detail the services that are being provided to facilitate maximum use of the fixed route system (i.e. travel training) and the way the demand response paratransit services work (i.e. hours of service). All materials should reflect fees, ridership rights, complaint procedures, contact names and phone numbers, and those materials shall be made available in Alternate Formats for persons with visual impairments, and in modified formats for those persons with cognitive disabilities.
 - c. Disseminate the materials in subsection (3)(b) above to known ridership lists and the mailing list referenced in subsection (3)(a) on a regular basis.
 - d. Develop press releases and public service announcements related to the availability of assistance to access the fixed route service and the nature of the paratransit services, to disseminate to local newspapers and radio stations on a regular basis for the term of the Consent Decree.

- e. When law requires that legal notices be posted in newspapers, those notices shall be supplemented by press releases and public service announcements which summarize the information being posted.
- f. Copies of all materials referenced above shall be provided to Everybody Counts and its attorneys.
- g. Post on all transportation vehicles and, when appropriate, on bus stops, the provider's phone number with brief message encouraging contact from anyone interested in utilizing transportation services.

III. DURATION OF CONSENT DECREE, REPORTING AND FUTURE LITIGATION PERIOD

- A. **Expiration.** This Consent Decree shall expire eight (8) years from the effective date of the Consent Decree.
- B. **Dispute Resolution.** In the event of a dispute between the parties relating to the Consent Decree, the disputing party notice shall be given to the other party in writing of any alleged dispute. The notified party shall respond in writing to the dispute party within twenty (20) business days. If the alleged problems are not resolved, Plaintiffs' and Class counsel shall meet with HTS within ten (10) business days of receipt of the notified party's written response to identify with specificity the outstanding issues in dispute and attempt to resolve the identified issues in a mutually acceptable manner. Only if a resolution of the identified issues is not achieved, may the Plaintiffs, Class Members and/or HTS seek the Court's assistance in resolving the underlying dispute.
- C. **Rights and Duties Not Waived.** The parties acknowledge that a principal purpose of Plaintiffs' lawsuit and of this Consent Decree is to correct any past violations of, and to assure HTS's and Howard's future compliance with, the ADA, the Rehabilitation Act, and the Federal Transit Administration's regulations regarding Paratransit as a Complement to Fixed Route Service. The parties covenant and agree that the parties' rights, duties and defenses established and available under the ADA, the Rehabilitation Act and the corresponding regulations are not waived or excused by either party, and that this Consent Decree shall be construed consistently with any amendments, revisions, rescissions, and judicial constructions (binding on the Court) of the ADA, the Rehabilitation Act and the corresponding regulations.

IV. CARRIER CONTRACTS

- A. **Conforming Provisions.** All future carrier contracts shall incorporate and all existing carrier contracts shall be amended to incorporate the following provisions:

"The Consent Decree entered on _____ by the United States District Court for the Northern District of Indiana, Hammond Div, in the case of Everybody Counts, Inc., et al v. Northwest Indiana Regional Planning Commission, et al, Civil No. 97CV98 is attached hereto and by this reference is incorporated herein.

- B. The Carrier hereby subjects itself to the provisions of this Consent Decree and the jurisdiction and continuing jurisdiction of this Court.
- C. The Carrier shall be bound by all provisions effecting HTS with which it has contracted as if the Carrier were a party to the Consent Decree itself.
- D. The Carrier shall agree to subject itself to the applicable provisions of this Consent Decree and the continuing jurisdiction of the Court in the implementation of this Consent Decree."

V. **CESSATION OF SERVICES.** The parties agree that this Consent Decree does not preclude HTS from ceasing to provide transportation services, provided, however, that HTS complies with all applicable rules, regulations and statutes governing any such cessation of services, including but not limited to, all required notices and/or public hearings. HTS further agrees to provide at least sixty (60) days notice to counsel for the class, prior to terminating its complimentary and/or fixed route transportation services.

VI. **DAMAGES AND COSTS**

- A. Damages to Named Plaintiff Class Members
 - 1. HTS shall pay \$1,000 to each Named class member.
 - 2. Plaintiff Everybody Counts, Inc. shall be compensated in the amount of thirty-six thousand dollars (\$36,000) for diversion of resources, frustration of mission, loss of funding and funding opportunities and defamation of its reputation as a federally designated Center for Independent Living to be paid as follows.
 - a. Nine-thousand five hundred dollars (\$9,500) due and payable within fourteen (14) days of approval of the Consent Decree;
 - b. Four thousand dollars (\$4,000) due and payable on January 2, 2006); and
 - c. Four thousand five hundred dollars (\$4,500) due and payable on the following dates: January 1, 2007, January 1, 2008, January 1, 2009, January 1, 2010, and January 1, 2011.

3. Plaintiff Teresa Torres shall be compensated in the amount of \$1,000 for damages.

B. Attorney Fees and Litigation Costs

1. HTS shall pay Plaintiffs' attorney fees in the amount of \$5,000.

2. HTS understands that Plaintiffs' attorneys shall apply to the Court for reasonable additional fees to represent the Plaintiffs' interests in the implementation of this Consent Decree. HTS reserves the right to dispute and contest the necessity and reasonableness of those fees.

3. HTS agrees to pay \$1,500 in other litigation costs.

VI. COURT APPROVAL & CLASS NOTICE

A. Submission to Court. Plaintiffs and HTS will jointly submit this Consent Decree to the United States District Court for the Northern District of Indiana for approval. Defendants, including HTS, shall fund the class notification process pro rata without any limitation. If the Court approves the Consent Decree, it shall operate as an Order of the Court. If the Court fails to approve the Consent Decree, it will be null and void, and the litigation will proceed.

B. Term of Consent Decree. The United States District Court for the Northern District of Indiana shall have continuing jurisdiction over the terms of this Consent Decree for a period of eight (8) years after its effective date, or as this eight (8) years may be extended by mutual agreement of the parties.

C. Class Notice of Proposed Settlement. Defendants shall fund the costs of Class notification regarding this proposed Consent Decree. Class counsel shall propose an appropriate Class notice to the Court. Class counsel, pursuant to an Order from the Court, shall notify the Class Members of the proposed Agreement and that a public hearing for final approval of this Consent Decree is scheduled at the time appointed by the Court in the Federal Courthouse, Hammond Division, 5400 Federal Plaza, Hammond, Indiana pursuant to Federal Rule of Civil Procedure 23(e).

Entered:

United States District Judge