

**IMPORTANT LEGAL NOTICE**

**Attention all persons eligible for paratransit services under the Americans with Disabilities Act pursuant to 49 C.F.R. § 37.123 who are or will be paratransit riders in Lake County, State of Indiana**

**THIS NOTICE MAY AFFECT YOUR RIGHTS.  
PLEASE READ CAREFULLY.**

**NOTICE TO CLASS MEMBERS OF THE PROPOSED SETTLEMENT OF THE EVERYBODY COUNTS, INC. LAWSUIT AND OF THE HEARING ON THAT SETTLEMENT**

EVERYBODY COUNTS, INC., a Center for Independent Living, )  
CHRISTOPHER ANTHONY, MELVA FLORES, LORENE )  
JACKSON, GREGORY MITRO, J. LUIS ROMAN, GORDON )  
SUNNY AND EMAS BENNETT, Individually and on Behalf of a )  
Class of Similarly Situated Persons, and TERESA TORRES, )  
Individually, )  
Plaintiffs. )

vs. )

NORTHWEST INDIANA REGIONAL PLANNING )  
COMMISSION, INDIANA DEPARTMENT OF )  
TRANSPORTATION, TRADEWINDS REHABILITATION )  
CENTER INC., GARY PUBLIC TRANSPORTATION )  
CORPORATION, HAMMOND TRANSIT SYSTEM, EAST )  
CHICAGO PUBLIC TRANSIT, LAKE COUNTY ECONOMIC )  
OPPORTUNITY COUNCIL A/K/A LCEOC TRANSPORTATION )  
INC., and HOWARD CAB INC. A/K/A HOWARD VAN INC. )  
Defendants. )

No. 2:98CV97 JM-1

Judge Phillip P. Simon

TO: 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.

**THIS IS NOT A SUMMONS NOR AN ORDER TO COME TO COURT. IT IS A NOTICE OF A COURT HEARING WHICH YOU MAY ATTEND IF YOU WANT TO.**

You are hereby notified of a proposed settlement that would resolve all claims brought against defendant Northwest Indiana Community Action Corporation (formerly known as Lake County Economic Opportunity Council) (“NWICAC”), including those claims seeking damages and a court order prohibiting discrimination in the provision of public transit services in violation of the ADA. However, the proposed settlement is not intended to affect any claims that could be made for future violations of the ADA by NWICAC. If the settlement is approved by the Court, your legal rights may be affected. All members of the plaintiff class, as defined below, will be bound by the settlement if it is approved, subject to the right of appeal, if such right is preserved in the manner indicated below.

The parties to the Consent Decree acknowledge that the provisions set forth in the Consent Decree are not intended to list every ADA requirement that might apply to NWICAC’s activities, and that other provisions of the ADA may apply to NWICAC’s activities and/or operations. The Consent Decree does not excuse any future non-compliance of the ADA by NWICAC.

This notice has been approved by the Court, but the Court has expressed no opinion on the merits of any claims or defenses of any party to these actions. The only purpose of this notice is to inform all members of the plaintiff class of the proposed settlement and of how to express an opinion about the settlement if they so desire.

**I. SUMMARY OF THE CASE**

This case was filed in 1997 as a class action and on behalf of the named plaintiffs. The named plaintiffs include a Center for Independent Living, an entity that is governed and staffed by a majority of qualified people with disabilities dedicated to assisting the disabled community in identifying and resolving systemic barriers that make it difficult to achieve community integration, seven persons with disabilities, and one individual, Teresa Torres.

Plaintiffs allege that NWICAC violated the ADA and the Rehabilitation Act of 1973 by failing to provide demand responsive transportation services that were compliant with the ADA. More specifically, Plaintiffs allege numerous violations of the ADA and the Rehabilitation Act of 1973, including but not limited to: (1) prioritizing transportation for its own clients over transportation for non-clients who are qualified individuals with disabilities; (2) failing to provide demand responsive transportation services to individuals with disabilities equivalent to those it provided to individuals without disabilities; (3) failing to ensure that its personnel are trained sufficiently so that they operate NWICAC's vehicles and equipment safely, and properly assist and treat individuals with disabilities who use their services in a respectful and courteous manner; (4) failing to respond to complaints in an appropriate or timely manner; (5) failing to make its headquarters accessible in accordance with the ADA; and (6) excluding individuals with disabilities from meaningful participation in the development and expansion of transportation services.

The equitable relief asked for by the plaintiffs in the case includes an injunction prohibiting further discrimination in the provision of public transit services and an order to NWICAC to comply with the provisions of the ADA.

NWICAC has denied allegations of wrongdoing and claims that it has not violated the ADA. Plaintiffs dispute NWICAC's denial of wrongdoing.

## **II. THE PLAINTIFF CLASS**

There is a plaintiff class on whose behalf this case was brought and who will be bound by any settlement.

You are a member of the plaintiff class if:

1. You are eligible for paratransit services under the ADA pursuant to 49 C.F.R. § 37.123 and you are a paratransit rider in Lake County, State of Indiana; or
2. You are eligible for paratransit services under the ADA pursuant to 49 C.F.R. § 37.123 and you will be a paratransit rider in Lake County, State of Indiana.

## **III. INTRODUCTION AND REASONS FOR SETTLEMENT**

The claims and settlements in this case have three central goals. The first is to maximize the quantity and quality of transit services provided to the individuals in Northwest Indiana from the funding dollars available from all sources. The second goal is to increase the collaboration between NWICAC and organizations, individuals and other entities which provide services to and otherwise assist individuals with disabilities, including but not limited to local Centers for Independent Living, funded by the U.S. Department of Education for that purpose, and all persons eligible for transit services in Northwest Indiana. The third is to develop and implement strategies for more efficient use of resources available for transit services.

The proposed settlement, in the opinion of the attorneys for the plaintiffs, accomplishes all three of these goals. The proposed settlement would be a binding, enforceable court order, the terms of which are summarized below.

This settlement would resolve all claims for equitable relief and damages which were or could have been asserted in this lawsuit against NWICAC, but would not preclude anyone from seeking additional equitable relief or damages based upon activities occurring after the settlement is approved, other than those activities permitted or required by the Consent Decrees and the Release and Settlement Agreement.

## **IV. THE PROPOSED SETTLEMENT**

### **A. Improvements in Demand Response Transportation Services to Individuals with Disabilities**

NWICAC agrees that it shall continue to meet the requirements of the ADA with regard to its demand response transportation services, including by continuing to ensure a sufficient number of vehicles are available to ensure service is not interrupted, that lifts and related equipment are in working order, and that its drivers are adequately trained. NWICAC also agrees that all transit-related staff shall continue to receive sensitivity/awareness training.

### **B. Complaint Procedures and Recording Keeping and Reporting Obligations**

NWICAC agrees that it shall continue to meet the requirements of the ADA with regard to its obligations with respect to complaint procedures and record keeping, including by having complaint forms available on all vehicles and at its offices and facilities, and by designating an adequately-trained staff member, working during normal hours of operation, to promptly receive, investigate, and process inquiries or complaints. NWICAC agrees to continue to keep detailed operations records including, but not necessarily limited to, a log of all phone calls scheduling trips, dates and times of requested pick-ups, dates and times of actual pick-ups, and dates and times of drop-offs.

### **C. Establishment of the Council on Accessible Transportation Services**

NWICAC agrees to provide adequate funding and support to establish a ridership council known as the Council on Accessible Transportation (the "CAT"). The CAT shall be an independent committee comprised solely of persons with disabilities eligible to use

NWICAC's demand response services. The CAT shall assist NWICAC in reviewing the accessibility of NWICAC's demand response system. The CAT's responsibilities shall include making recommendations to NWICAC for policies and procedures to improve services and hearing appeals of NWICAC's decisions regarding individual rider complaints.

D. Marketing and Public Involvement

NWICAC agrees that within six (6) months of the effective date of the Consent Decrees, it shall market the use of its demand response system. NWICAC also agrees to ensure that the public is informed of any proposed changes in services or policy and to solicit input and comment from the ridership on such changes in cooperation with the CAT.

E. Damages and Costs

NWICAC shall pay one thousand dollars (\$1,000) to each Named class member, shall compensate Plaintiff Everybody Counts, Inc. in the amount of one thousand dollars (\$1,000) for frustration of mission damages, and shall compensate Plaintiff Teresa Torres in the amount of one thousand dollars (\$1,000). NWICAC also agrees to pay Plaintiffs' attorney fees in the amount of five thousand dollars (\$5,000) and agrees to pay Plaintiffs' litigation costs in the amount of one thousand five hundred dollars (\$1,500).

**V. THE HEARING**

A public hearing to determine whether the proposed settlement is fair, reasonable and adequate, and should be approved by the Court, will take place at **2:00 p.m. on May 22, 2007**, at the Federal Courthouse for the United States District Court for the Northern District of Indiana, Courtroom of the Honorable Judge Phillip P. Simon, 5400 Federal Plaza, in Hammond, Indiana. The hearing may be rescheduled or terminated by the Court by announcement at the hearing and without further notice. Any person or organization who believes that he, she or it is a member of the plaintiff class, may appear at the hearing in person or through an attorney or in writing and present his, her or its view on the proposed settlement. However, any person or organization desiring to present views shall first file a notice of intention to appear at the public hearing and/or a written statement of views on the proposed settlement, with the Clerk of the court, by mail not later than 14 days before the hearing. Written Statements should be mailed to:

Clerk of Court  
United States District Court  
P.O. Box 10393  
Chicago, Illinois 60610-9998

**DO NOT WRITE OR CALL THE JUDGE DIRECTLY.**

If you are satisfied with the settlement, you need do nothing. If you are not satisfied with it, you should follow the procedure set forth above, or you will lose your opportunity to be heard on the matter, as well as your right to appeal.

If the settlement is not approved by the Court, all members of the plaintiff class will be bound by the outcome of future litigation in these cases, regardless of whether that outcome is favorable or not.

**VI. EXAMINATION OF PAPERS**

The forgoing explanation of this case and the settlement papers are only summaries. Complete copies of all pleadings and the proposed Consent Decree may be examined at the office of the Clerk of the Court, United States District Court, Suite 2300, 5400 Federal Plaza, Hammond, Indiana 46320, under the file number 2:98CV97 JM-1. A complete copy of the proposed settlement is also available for public inspection at the Docketing Department of the Clerk's Office, at the same location. Furthermore, complete copies of all pleadings and the proposed Consent Decree may be examined at the offices of Everybody Counts, Inc., 9111 Broadway, Suite A, Broadfield Center, Merrillville, Indiana 46410. In addition, copies of the proposed Consent Decree (including copies of this documents in alternate formats) can be obtained by contacting the offices of Everybody Counts, Inc. at the address above or by calling (219) 769-5055.

DATED: March 1, 2007

Steve Ludwig  
Clerk of Court

For further information you may contact:

Steven M. Siros  
Attorney for Plaintiffs  
Telephone: (312) 923-2717