

**SETTLEMENT AGREEMENT  
UNDER THE AMERICANS WITH DISABILITIES ACT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
DJ # 204-12C-504, USAO # 2018V00598**

**I. BACKGROUND**

1. The parties to this settlement agreement (“Agreement”) are the United States of America and the Los Angeles County Metropolitan Transportation Authority (“Metro”).
2. The United States Attorney’s Office (“USAO”) for the Central District of California initiated an investigation of Metro, which is responsible for the rail platform, bus terminal, and parking elements of the Chatsworth Transportation Center intercity rail station (“Center”), for compliance with Title II of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. § 12131–12165, and its implementing regulations, 28 C.F.R. Part 35; 49 C.F.R. Parts 37 and 38 (Department of Transportation (“DOT”) regulations). Pursuant to this investigation, the USAO reviewed available information about the Center and conducted an on-site survey of the Center on April 11, 2017. The USAO investigation revealed that Metro has failed to make the rail platform and parking elements of the Center, for which it is responsible, readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.

**II. JURISDICTION**

3. The United States Department of Justice, of which the USAO is a component, is responsible for administering and enforcing Title II of the ADA, 42 U.S.C. §§ 12131–12165, and its implementing regulation, 28 C.F.R. Part 35 and 49 C.F.R. Parts 37 and 38.
4. The United States is authorized to investigate alleged violations of Title II of the ADA. The United States is also authorized under the ADA to determine Metro’s compliance with Title II of the ADA and Title II’s implementing regulations, and where appropriate, to resolve the matter by informal resolution, such as through the terms of this Agreement. If informal resolution is not achieved, the United States is authorized to issue findings, and to initiate negotiations to secure voluntary compliance. 28 C.F.R. pt. 35, Subpart F. The Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action to enforce Title II of the ADA. *Id.*
5. Title II of the ADA prohibits public entities from discriminating against any individual on the basis of disability, including by excluding such individual from participation in or denying such individual the benefits of the services, programs, or activities of the public entity. 42 U.S.C. § 12132; 28 C.F.R. § 35.130(a).
6. Metro is a public entity within the meaning of Title II of the ADA, 42 U.S.C. § 12131(1)(C), 28 C.F.R. § 35.104, and 49 C.F.R. § 37.3. Metro owns a seventy-five percent interest of the Center’s rail platform, bus terminal, and parking elements of the Center, and is therefore responsible for, those rail platform, bus terminal, and parking elements at the Center (*see* 42 U.S.C. § 12161(5)), an intercity rail station as defined by 42 U.S.C. § 12161(3).

7. The ADA requires Metro to make all intercity rail station facilities for which Metro is responsible readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, by July 26, 2010. 42 U.S.C. § 12162(e)(2)(A)(ii)(I); 49 C.F.R. § 37.55.
8. If a station facility is more than 50 percent owned by a public entity, such as Metro, then that public entity is the “responsible person” that must make the station facility accessible. 42 U.S.C. §§ 12161(5)(A), 12162(e)(2)(A); 49 C.F.R. §§ 37.49(b), 37.55.
9. A transportation facility is readily accessible to and usable by individuals with disabilities if it meets the requirements set forth in the ADA Standards for Transportation Facilities, set out at Appendices B and D to 36 CFR part 1191, Appendix A to 49 C.F.R. Part 37 (the “DOT Standards”). 49 C.F.R. § 37.9(a). The United States assessed this facility’s compliance with the former Appendix A to 49 C.F.R. Part 37, as codified in the October 1, 2006, edition of the Code of Federal Regulations, which was the 1991 ADA Standards, 28 C.F.R. Part 36. 49 C.F.R. § 37.9(c)(1). But any identified violations shall be remedied to bring the facility into compliance with the current DOT Standards.
10. Metro has fully cooperated with the United States’ investigation. The United States and Metro agree that it is in the parties’ best interest, and the United States believes that it is in the public interest, to resolve this investigation on mutually agreeable terms without litigation and have therefore agreed to the terms of this Agreement. Accordingly, Metro has agreed to resolve this matter as set forth below.

### **III. INVESTIGATION**

11. The Center is located 10046 Old Depot Plaza Road, Chatsworth, California 91311, and serves passengers using Amtrak trains along the Pacific Surfliner line and Metrolink trains along the Ventura County line.
12. The Center comprises the following elements:
  - a. The Center station building and rail platforms located at 10046 Old Depot Plaza Road in Chatsworth;<sup>1</sup>
  - b. The bus transit facilities located at 21501 Lassen Street in Chatsworth; and
  - c. Two parking lots (South Lot A and North Lot B) located at 21501 Lassen Street in Chatsworth.
13. When the USAO conducted an on-site survey of the Center, it identified that there was no designated van space with proper signage and access aisles in one of the parking lots;

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<sup>1</sup>The City of Los Angeles owns and maintains the station building, but it is not a party to this agreement because our investigation did not reveal any inaccessible elements inside the station building. The City of Los Angeles also maintains the Amtrak/Metrolink platform and the North Parking Lot (Lot B) by agreement with Metro. Metro, rather than the City of Los Angeles, is responsible for ADA compliance of the Amtrak/Metrolink platform and the North Parking Lot (Lot B), because Metro owns them. *See* 49 C.F.R. § 37.49.

each accessible parking space did not have proper markings indicating the end of each respective space; and cracks and gaps of greater than ¼ inch existed on the accessible path, including on the rail platform. In addition, as Metro has acknowledged, curb ramps were non-compliant; cross slopes on the rail platform and in the parking areas were excessive; tactile warning tiles on the rail platforms were uneven and buckling; Braille signage was missing; and the cord on the Metrolink help phone was non-compliant.

14. Based on its review of the Center, the United States has concluded that the Center does not comply with Title II of the ADA which requires that the services at the Center, when viewed in their entirety, are readily accessible to and usable by individuals with disabilities.

#### **IV. REMEDIAL ACTIONS TO BE TAKEN BY METRO**

15. To resolve this matter, Metro agrees to take the following steps to make the Center readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs. Metro, however, is not responsible for taking any remedial actions with respect to the Center station building interior.
16. Within 180 days after the effective date of this Agreement, an Independent Licensed Architect (“ILA”) hired by Metro as set forth in Section V shall conduct a survey of the rail platform, bus terminal, and parking elements of the Center. The ILA shall identify all components of the rail platform, bus terminal, and parking elements of the Center that are inaccessible to or unusable by individuals with disabilities in violation of Title II of the ADA, its implementing regulations, the Department of Transportation standards (“DOT Standards”).
17. Within 60 days after the ILA conducts the survey as set forth in paragraph 16 above, and in no event later than 240 days after this Agreement’s effective date, Metro shall send the United States a list of all violations identified by the ILA. This list shall include, for each violation identified, a description of the violation, the DOT Standards at issue, and Metro’s proposed remedial action. Metro shall include with this list a copy of the ILA’s survey.
18. Within four years after this Agreement’s effective date, Metro shall remedy all violations, including slope issues, identified by the ILA in the survey conducted as set forth in paragraph 16 above. Notwithstanding the foregoing, Metro shall remedy all non-slope issues related to accessible parking spaces (including van accessible parking, proper signage, and marking of accessible spaces and access aisles), no later than 1 year after this Agreement’s effective date.
19. Any future alterations or renovations undertaken at the Center shall comply with Title II of the ADA and its implementing regulation, including the DOT Standards.
20. For the duration of this Agreement, the ILA will conduct annual inspections of the Center in order to ensure compliance with this Agreement. Within 30 days after each annual inspection, the ILA will complete a written report with photographs showing the remediation status of each violation identified in the survey, and will use the certification form attached to this Agreement at Attachment A to certify any violations that have been remediated (“certification of compliance”). Metro will send copies of each completed ILA report, with supporting documentation including photographs and certifications of

compliance completed in accordance with this paragraph, to the United States upon completion.

#### **V. INDEPENDENT LICENSED ARCHITECT**

21. The parties agree that Metro shall retain an agreed upon ILA to provide technical assistance as a subject matter expert. In the event the ILA cannot fulfill all of the duties required under this Settlement Agreement, Metro and the United States will meet and confer within fourteen days to decide on a suitable replacement.
22. Within 30 days after the effective date of this Agreement, Metro shall submit to the United States the name, contact information, and professional certification(s) of at least one proposed ILA.
23. Within 30 days after the receiving the name(s) of the proposed ILA(s) from Metro, the United States shall inform Metro whether it approves or disapproves of Metro's proposed choices. Metro may only hire an ILA that the United States has approved through this process.
24. The ILA will be considered a subject matter expert for purposes of identifying potential violations and issuing certifications of compliance as set forth in paragraph 20. The ILA's survey as set forth in paragraph 16, and the ILA's annual reports set forth in paragraph 20 must be impartial, and their findings must be made independently of Metro.
25. The United States may, in its discretion, provide technical assistance to the ILA or Metro in carrying out the remedial actions set forth in paragraphs 16–20 of this Agreement.

#### **VI. IMPLEMENTATION AND ENFORCEMENT**

26. In consideration of the terms of this Agreement, the United States agrees to refrain from filing a civil suit in this matter, except as provided in paragraph 27 of this Agreement.
27. The United States may review compliance with this Agreement at any time. If the United States believes that this Agreement or any portion of it has been violated, the United States will raise its concern with Metro and will attempt to resolve its concern with Metro in good faith. If the United States is unable to reach a satisfactory resolution of the issue or issues within 30 days of the date it provides notice to Metro, the United States may institute a civil action in federal district court.
28. For the purposes of the immediately preceding paragraph, it is a violation of this Agreement for Metro to fail to comply in a timely manner with any of the requirements in this Agreement without obtaining sufficient advance written agreement with the United States for an extension of the relevant timeframe imposed by the Agreement.
29. Failure by the United States to enforce any provision of this Agreement will not be construed as a waiver of the United States' right to enforce that provision or any other provision of this Agreement.
30. This Agreement is applicable to and binding on Metro, including its officers, agents, employees, transferees, successors, and assigns. In the event that Metro seeks to transfer

or assign ownership or responsibility for the operation of the Center, or any part of it, Metro shall obtain the written accession of the successor or assignee to any obligations remaining under this Agreement for the remaining term of this Agreement.

31. This Agreement constitutes the entire agreement between the parties. This Agreement shall not be considered an admission of wrongdoing or liability by Metro but is entered into to resolve a disputed claim. No other statement, promise, or agreement, either written or oral, made by any party or agents of any party, that is not contained in this written Agreement shall be enforceable.
32. This Agreement is not intended to remedy any other potential violations of the ADA or any other law that is not specifically addressed in this Agreement. Nothing in this Agreement changes Metro's obligation to comply with the requirements of the ADA.
33. All notices, demands, or other communications, including reporting materials, to be provided under this Agreement shall be in writing and delivered by email or overnight delivery to the following persons and addresses (or such other persons and addresses as any party may designate in writing from time to time):

For the United States:

Katherine M. Hikida  
Assistant United States Attorney  
Civil Rights Section, Civil Division  
United States Attorney's Office for the Central District of California  
300 North Los Angeles Street, Suite 7516  
Los Angeles, CA 90012  
katherine.hikida@usdoj.gov

For the Los Angeles County Metropolitan Transportation Authority:

Ronald W. Stamm  
Principal Deputy Counsel  
Transportation Division  
Los Angeles County Metropolitan Transportation Authority  
1 Gateway Plaza, 24<sup>th</sup> Floor  
Los Angeles, CA 90012  
StammR@metro.net

34. This is a public document and may be made available to the public by either party.
35. The effective date of this Agreement is the date of the last signature below.
36. This Agreement shall remain in effect for four years from its effective date.
37. Notwithstanding the previous paragraph, this Agreement will terminate earlier than four years if the USAO determines that Metro has demonstrated durable compliance with the obligation to make the Center accessible to and useable by individuals with disabilities, including individuals who use wheelchairs.

***For the United States of America:***

DATED: 8/19/2021

TRACY L. WILKISON  
Acting United States Attorney  
DAVID M. HARRIS  
Assistant United States Attorney  
Chief, Civil Division  
KAREN P. RUCKERT  
Assistant United States Attorney  
Chief, Civil Rights Section, Civil Division

/s/

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KATHERINE M. HIKIDA  
Assistant United States Attorney  
Civil Rights Section, Civil Division  
United States Attorney's Office  
Central District of California  
300 N. Los Angeles Street, Suite 7516  
Los Angeles, CA 90012  
Email: katherine.hikida@usdoj.gov  
Telephone: (213)894-2285

***For the Los Angeles County Metropolitan Transportation Authority:***

DATED: 8/19/2021

By:

/s/

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Jeanet Owens, P.E.  
Senior Executive Officer  
Project Management/Regional Rail  
Los Angeles County Metropolitan  
Transportation Authority

By:

/s/

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Ronald W. Stamm  
Principal Deputy County Counsel  
Transportation Division  
Los Angeles County Metropolitan  
Transportation Authority

**ATTACHMENT A**

**Certification of ADA Compliance**

I, [insert name], in my capacity as an Independent Licensed Architect, retained by Metro and approved by the United States, pursuant to the Settlement Agreement executed by the parties on \_\_\_\_\_ (USAO No. 2018V00598, DJ No. 204-12C-504), hereby certify to the best of my knowledge, information, and belief that the following element identified below is in compliance with the physical accessibility requirements of the Settlement Agreement and the Department of Transportation Standards as of the date shown below.

Element As Identified in List Provided to United States Pursuant to paragraph 17 of the

Settlement Agreement: \_\_\_\_\_

Description of Element: \_\_\_\_\_

Location of Element: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Independent Licensed Architect