

## SETTLEMENT AGREEMENT

**THIS AGREEMENT** is made and entered into by and between Barry Segal (“Segal”) and Metropolitan Council (the “Council”).

**WHEREAS**, the Council operates Metro Transit, a fixed route bus service;

**WHEREAS**, Segal has utilized Metro Transit and submitted complaints about Metro Transit bus services, namely, complaining that buses have failed to stop at the T-sign and effectively communicate route information;

**WHEREAS**, Segal asserted certain claims under the Americans with Disabilities Act (“ADA”), 42 U.S.C. § 12131 *et seq.*, the Rehabilitation Act, 29 U.S.C. § 791 *et seq.*, and the Minnesota Human Rights Act (“MHRA”), Minn. Stat. § 363A.01 *et seq.*, in the lawsuit, *Segal v. Metropolitan Council*, Case No. 0:18-cv-02333;

**WHEREAS**, the Council denies Segal’s claims and denies any and all liability to Segal;

**WHEREAS**, Segal and the Council desire to fully and finally compromise and settle all existing and potential disputes between them and to avoid the expense of further litigation;

**WHEREAS**, the parties met in a settlement conference convened by the Court on June 15, 2022, during which the parties reached an agreement to settle Segal’s claims.

**WHEREAS**, the “Effective Date” is the date by which Segal executes the Settlement Agreement;

**WHEREAS**, nothing in this Settlement Agreement is meant to alter Metro Transit’s Code of Conduct;

**NOW, THEREFORE**, in consideration of the provisions of this Settlement Agreement, Segal and the Council mutually agree and hereby fully and finally settle all such matters as follows:

1. **Settlement Amount.** In full settlement of Segal's claims, and in order to avoid the uncertainties and cost of further litigation, the Council shall issue the following payments for a lump sum settlement amount of \$410,000: (1) a check in the amount of \$ 86,148.70 payable to Barry Segal, for which a Form 1099 shall be issued; and (2) a check in the amount of \$ 323,851.30 payable to Minnesota Disability Law Center for which a Form 1099 shall be issued. These payments shall be delivered to and received by Minnesota Disability Law Center, 111 North Fifth St. Suite #100 Minneapolis, MN 55403 within 15 business days following the later of full execution of this Settlement Agreement or Plaintiff providing all documentation necessary for the Council to make the settlement payments. The payments and other relief pursuant to this Settlement Agreement shall fully compensate Segal for and extinguish all claims he has or may have against the Council, as further set forth below.

2. **Non-Monetary Settlement Provisions**

a. **Policy for Stopping Buses at T Signs:** The Council shall implement its "Where-to-Stop Policy" for a period of three (3) years following the Effective Date of this Settlement Agreement. To implement its Where-to-Stop Policy, the Council shall: (1) post the Where-to-Stop Policy Bulletin in its Metro Transit bus garages; (2) play the Where-to-Stop Video in its Metro Transit bus garages no less than four times per year; and (3) send email reminders about the Where-to-Stop Policy on a quarterly basis to all bus operators and supervisors of bus operators. Subject to the terms of the applicable collective bargaining agreement, the implementation of the Where-to-Stop Policy shall also include coaching, warning, and disciplining of bus operators who fail to comply with the policy. The Where-to-Stop Policy and video shall be updated to include the reasons for its enactment, which consist of: "communicating with DeafBlind, blind, or deaf passengers,

and addressing complaints about where Metro Transit's buses stop." The Council shall update and issue its Where-to-Stop Policy as set forth in this paragraph and begin using the revised video by November 1, 2022.

**b. Route Information Bulletin:** The Council shall publish a Route Information Bulletin that applies to bus operators serving routes that Segal rides as identified below for a period of three (3) years following the Effective Date of this Settlement Agreement. The Route Information Bulletin shall be available to view each day. The applicable routes for the Route Information Bulletin are routes 3, 6, 17, and 114. Segal shall notify the Council of any changes in the applicable routes. The number of routes for which the Council will publish a Route Information Bulletin will not exceed four routes. The Route Information Bulletin shall include the following language: "There will likely be a rider who is deaf and blind riding these routes. Remember to follow the Where-to-Stop policy- Stop at the T-Sign and communicate the route with this passenger per your training." The Council shall publish its Route Information Bulletin as described in this Settlement Agreement within 30 days of the Effective Date of this Settlement Agreement.

**c. Training**

- i. Annual Training: Beginning in January 2023 and for a period of two (2) years, the Council shall include ten (10) minutes of refresher training on its Where-to-Stop Policy in its Right-to-Know Annual Training. Bus operators and current supervisors and managers of bus operators will attend this training.
- ii. Training for New Bus Operators: New Bus Operators receive training through Metro Transit's Bus Operator Apprenticeship Program. For a period of three (3) years following the Effective Date of this Settlement Agreement, the Bus Operator Apprenticeship Program shall include Blind and Deaf Awareness Training and role-playing exercises. Blind and Deaf Awareness Training will include a module through which new bus operators receive the Where-to-Stop Policy Bulletin, watch the Where-to-Stop Video, and listen to presentations concerning issues facing blind and deaf passengers. The role-playing exercises shall include a segment in which the bus operators, acting as Metro Transit passengers, experience a bus not stopping at a T-Sign and board the bus while having their vision and hearing simultaneously impaired. The Council shall implement this training into its Bus Operator Apprenticeship Program within 90 days of the Effective Date of this Settlement Agreement.
- iii. Training for New Supervisors and Managers of Bus Operators: For a period of three (3) years following the Effective Date of this Settlement Agreement, all new supervisors and managers of bus operators who have not previously attended a Blind and Deaf awareness training with role playing exercises shall attend Blind and Deaf awareness training and participate in the role-playing

exercises as described in section 2(c)(ii), *supra*. This training shall commence within 90 days of the Effective Date of this Settlement Agreement.

d. **Monitoring**: For a period of three (3) years after Effective Date of this Settlement Agreement, there shall be a monitoring program at the University of Minnesota West Bank bus stops (eastbound and westbound) operated by Metro Transit. The monitoring program shall consist of monitoring periods in which Metro Transit places employee(s) at the bus stops to ensure buses are following the Where-to-Stop Policy. Each period shall last five (5) days. During the first year, there shall be one monitoring period that Metro Transit announces to its bus operators, and one monitoring period that Metro Transit does not announce. During the second and third years, there shall be one monitoring period each year, and neither of these monitoring periods shall be announced to Metro Transit bus operators.

e. **Standard to Determine Whether a Bus Complied with the Where-to-Stop Policy**: The Council will have complied with the Where-to-Stop Policy and will not have denied Segal equal access to its services if review of a bus's front door video view demonstrates: (1) the T-sign is visible through the front door or (2) any part of Segal or his dog is visible through the bus's front door or (3) that the bus operator exits the bus and communicates with Segal regarding the route number.

f. **Complaint Procedure**: Segal shall submit complaints and request videos through Metro Transit's ordinary channels of submitting complaints and requesting videos. Segal may submit complaints through Metro Transit's customer service website or calling Metro Transit's customer service phone number (612-373-3333). Segal may request videos by following the Met Council's Data Access Procedures, currently available here:

<https://metro council.org/About-Us/Publications-And-Resources/Data-Access->

Procedures.aspx For a period of three (3) years following the Effective Date of this Settlement Agreement, Metro Transit's Bus Transportation Administration shall evaluate any complaints submitted by Segal

**g. Verification:** The Council shall provide documentation to Segal's attorney, Minnesota Disability Law Center, verifying that it has complied with the terms of this Settlement Agreement. Where this section of the Settlement Agreement requires "certification", an email or letter to from the Council's attorneys constitute sufficient documentation under this paragraph. The following terms will be verified:

- i.** The updated Where-to-Stop Policy Bulletins and a copy of the updated Where-to-Stop Video, as described in section 2(a). (90 days from the Effective Date of this Settlement Agreement).
- ii.** The Route Information Bulletin. (90 days from the Effective Date of this Settlement Agreement).
- iii.** Certification that Metro Transit completed each of the annual monitoring periods described in section 2(d), which verification shall include the dates the monitoring occurred, the routes subject to monitoring, and whether the monitoring revealed bus operators not stopping at the T-Sign pursuant to the Where-to-Stop Policy.
- iv.** Certification that Metro Transit implemented training described in section 2(c)(ii). (14 days after the implementation of this training).
- v.** Certification that Metro Transit has implemented the other training as described sections 2(c)(i), (iii). (annually).

- vi. Certification that Metro Transit has implemented the standard for determining whether a bus has complied with the Where-to-Stop Policy, as described in section 2(c), *supra*. (30 days after the Effective Date of this Settlement Agreement).

3. **Indemnification.** The Council makes no representations or warranties to Segal regarding the tax treatment or consequences of the payments made to Segal and his attorney under the provisions of this Settlement Agreement. Segal agrees, if it is determined that any federal or state income or payroll taxes should have been paid on any of the payments set forth in Section 1, he shall indemnify and hold the Council harmless from any and all tax liability he incurs, including interest and/or penalties. Segal further acknowledges that he is solely responsible for reimbursing to the Council any and all taxes, interest, and penalties incurred by the Council should it be forced to defend the legal characterization of this settlement payment to Segal. This indemnity and hold harmless will apply as to the full amount of any such liens, actions, or claims, and any expenses incurred in connection herewith. However, Segal will not be responsible for indemnifying the Council for any failure of the Council to comply with IRS regulations concerning its obligations to issue 1099 forms or if failure to properly execute 1099 forms.

4. **Release of Claims.** In exchange for the payments and other consideration described in this Settlement Agreement, Segal releases and discharges the Council and its divisions, including but not limited to Metro Transit and its predecessors, successors, and assigns; and all past, present, and future members, agents, and employees, from any and all claims, demands, damages, actions, attorney's fees, losses, causes of action or suits of any kind or nature that Segal now has, whether or not he currently knows about said claims, including, without limitation, all claims for monetary relief arising out of or relating to his use of Metro Transit

through the Effective Date of this Settlement Agreement and Release, including but not limited to violation of any federal, state, or local civil rights law, including but not limited to, the Minnesota Human Rights Act, Minn. Stat. § 363A et seq.; the Americans with Disabilities Act, 42 U.S.C. § 12131 et seq.; the Rehabilitation Act, 29 U.S.C. § 791 et seq.; the United States or Minnesota Constitutions; and any other federal, state, or local statute or regulation regarding civil rights, as well as all common law claims, including but not limited to claims for assault, battery, defamation, misrepresentation, deceit, fraud, negligence, invasion of privacy, promissory estoppel, personal injury, negligent or intentional infliction of emotional distress, or indemnification, or any claim for attorney's fees, whether permissible by statute or common law, or as a so-called "prevailing party." This release is a general release, and Segal waives and assumes the risk of any claims for damages which exist as of the Effective Date but of which Segal does not know, whether through ignorance, error, oversight, negligence, or otherwise, and which, if known, would materially affect Segal's decision to enter this release. Nothing contained herein shall be construed to prohibit Segal from seeking recourse through a government agency. However, this Settlement Agreement includes a release of Segal's right to seek or recover individual remedies or monetary damages in any proceeding with a government agency or in any court action filed by such government agency. Segal agrees he will not bring any lawsuits or make any other demands for monetary damages against the Council relating to the claims that he has hereby released, except as necessary to enforce the Settlement Agreement. Segal agrees that the payment and other consideration described in the Settlement Agreement and Release are full and fair compromise payments for the release of his claims for monetary damages.

5. **No Admission of Liability.** Segal and the Council recognize and agree that this Settlement Agreement does not constitute an admission by the Council or its members, officers or



employees of any violation of any federal, state, or local statute or ordinance or principle of common law. The Council denies Segal's claims, denies any wrongdoing, and denies that it is liable to Segal.

6. **Governing Law.** This Settlement Agreement and Release will be construed and enforced in accordance with the laws of the State of Minnesota.

7. **Release of Government Data.** The release of information from any Council file pertaining to this matter, including this Settlement Agreement, is governed by Minn. Stat. § 13.01, *et seq.* ("Minnesota Government Data Practices Act"); Minn. Stat. § 15.17 ("Official Records"), and any other applicable law.

8. **Voluntary and Knowing Actions.** Each party acknowledges that it has been represented by counsel in this matter, has fully negotiated this Settlement Agreement, and has not relied upon any statements by any other party, its employees, agents, insurers, or attorneys, in agreeing to this Agreement. Segal acknowledges that he is represented by an attorney and had the opportunity to consult with that attorney prior to signing this Settlement Agreement. This Settlement Agreement contains all the promises and covenants exchanged by the parties. Segal acknowledges that he has thoroughly read and understands the terms of this Settlement Agreement and voluntarily enters into this Settlement Agreement to resolve his claims against the Council.

9. **Stipulation for Dismissal.** Promptly upon execution of this Settlement Agreement by both parties, the Council shall file a Stipulation and Proposed Order for Dismissal of this action with Prejudice ("Stipulation").

10. **Invalidity.** The determination that one or more of the provisions of this Settlement Agreement is invalid, illegal or unenforceable will not affect the validity, legality and enforceability of all of the remaining provisions contained in this Settlement Agreement.

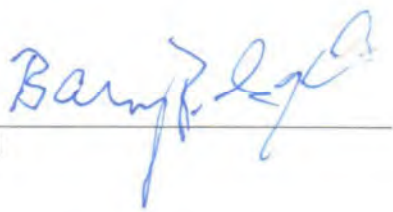
11. **Assignment.** This Settlement Agreement will not be assignable, in whole or in part, by Segal.

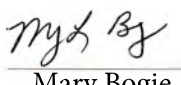
12. **Entire Settlement Agreement.** This Settlement Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understandings between the parties. Segal acknowledges that he has not relied on any representations, promises, or agreements of any kind made to him in connection with his decision to sign this Settlement Agreement except for those set forth in this Settlement Agreement.

13. **Counterparts and Electronic Signatures.** The parties agree that this Settlement Agreement may be executed in counterparts, all of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures using Adobe Sign, or a similar program, will be deemed an original signature.

14. **Warranty of Legal Capacity.** The individuals signing this Settlement Agreement represent and warrant on Segal's and the Council's behalf respectively that they are duly authorized to execute this Settlement Agreement and that this Settlement Agreement constitutes the respective party's valid, binding, and enforceable agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Settlement Agreement and Release on the respective date set forth below

DATED: September 13, 2022 x   
Barry Segal

DATED: Sep 14, 2022 METROPOLITAN COUNCIL  
By:   
Mary Bogie  
Its: Regional Administrator