

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is entered into by and between the Deaf and Hard of Hearing Bar Association (“DHHBA”) and the California Lawyers Association (“CLA”), to resolve any and all disputes between them, without any admission of wrongdoing of any kind. DHHBA and CLA are referred to collectively herein as the “Parties” and/or individually referred to herein as a “Party” to this Agreement.

Recitals

A. Whereas, on July 20, 2023, DHHBA sent a letter to CLA outlining accessibility concerns involving CLA’s Educational Programs and Events.

B. Whereas, on September 6, 2023, the Parties entered into a structured negotiation agreement to toll DHHBA’s potential claims against CLA while the Parties engaged in a collaborative process to address the violations of federal and state accessibility requirements alleged by DHHBA; and

C. Whereas, the Parties have worked collaboratively to identify areas where accessibility can be improved in CLA’s Educational Programs and Events, resulting in this Agreement.

Agreement

Therefore, for good and sufficient consideration, the Parties agree as follows:

1. Incorporation of Recitals. The recitals are hereby incorporated into this Agreement as though fully set forth here.

2. Effective Date. The “Effective Date” of this Agreement shall be the date on which the last Party hereto has executed the Agreement.

3. No Admission of Liability and Acknowledgment of Collective Efforts. This Agreement and compliance with it shall not be construed as an admission by CLA of any liability whatsoever or as an admission by CLA of any wrongdoing, including but not limited to, any violation of common law, statute, or contract. Rather, it is understood and agreed by the Parties that this Agreement is a result of CLA desiring to increase the accessibility of its Educational Programs and Events and working with DHHBA and its counsel at the Disability Rights Education and Defense Fund (“DREDF”) to identify and improve accessibility of its Educational Programs and Events. Neither this Agreement nor

any of its terms shall be used as an admission or introduced as evidence as to any issue of law or fact in any action, other than an action to enforce this Agreement. This Agreement reflects, among other things, the compromise and settlement of disputed claims.

4. Definitions. In this Agreement:

- a) “Captioning” “Captioned” or “Caption(s)” refers to the use of closed captions and closed captioning (pre-recorded and real-time) for the visual display of the audio portion of video programming that is consistent with the standards set forth in the Federal Communications Commission (FCC) regulations at 47 C.F.R. § 79.1(j)(2) for completeness, accuracy, synchronicity, and placement. Captions shall be placed in a manner that allows visibility of all pertinent on-screen material, including diagrams, charts, notes, or other visual methods of communication.
- b) “Educational Programs and Events” is defined as any program, event, or package of programs or events, provided by CLA to members of the public. Educational Programs and Events include, but are not limited to, webinars, webcasts, podcasts, continuing education programs, annual meetings and other events, whether live, pre-recorded, virtual or in-person, for the purpose of education and/or networking.

5. Future Educational Programs and Events

- a) Virtual Educational Programs and Events: With the exception of In-Person Live Events, *see* paragraph (5)(c) below, CLA shall provide synchronous Captioning for future Educational Programs and Events that are streamed live or broadcast via the internet, and, for pre-recorded Educational Programs and Events, captions must be provided at the time the recording is made available to qualified viewers (*i.e.* at initial posting or publication, not after).
- b) CLEtoGo (“Podcasts”):
 - (i) CLA represents that its Podcasts are, at this time, just an alternative means of making its webinar content available. Individuals seeking to access the content of a Podcast always have the option of accessing the corresponding webinar, which shall be captioned.

(ii) Nonetheless, CLA shall make a readable, text-based version (*i.e.* transcript) of each podcast episode available on its website, upon request, pursuant to the procedures developed according to paragraph 6(b) below.

c) In-Person Live Events: On-site Captioning for In-Person Live Events will be provided upon request, pursuant to the procedures developed according to paragraph 7(c) below.

6. Existing / Archived Educational Programs and Events

a) By July 1, 2024:

(i) CLA shall Caption all Educational Programs and Events available on or through its website that were uploaded to the CLA online catalog on or after January 1, 2022;

(ii) CLA shall Caption all existing / archived Educational Programs and Events available on or through its website as “Packages” regardless of date;

b) Educational Programs and Events dated before January 1, 2022, shall be Captioned upon request. CLA shall develop a policy for the processing of such requests. This policy shall be available on the CLA website. As part of this Captioning policy, the parties understand and agree that:

(i) CLA may limit requests for Captions to ten (10) hours of programming per request; and

(ii) Requests for Captions shall be fulfilled within ten (10) days, absent exigent circumstances.

7. Miscellaneous Provisions

a) CLA shall take the steps necessary to ensure that all Captioned Educational Programs and Events are identified as being captioned on its website and marked so that they appear under the “Closed Captioned Courses” subject area.

b) CLA shall take the steps necessary to ensure that all Captioned broadcast, streaming, or pre-recorded Educational Programs and Events are identified

as being captioned in any print materials, correspondence or social media posts in which they are promoted, advertised or mentioned.

- c) CLA shall take the steps necessary to ensure that the availability of accommodations, including Captioning, is advertised for all In-Person Live Events in any print materials, correspondence or social media posts in which they are promoted, advertised or mentioned, along with the process for requesting such accommodations.

8. Attorneys' Fees: In full and final settlement of DHHBA's claim for attorneys' fees and costs in relation to the negotiation of this Agreement CLA agrees to pay the sum of five thousand nine hundred dollars (\$5,900).

- a) CLA shall cause payment of the Attorneys' Fees to be made within thirty (30) days of receipt of this Agreement and an IRS W-9 form.
- b) Payment shall be made by check payable to "Disability Rights Education and Defense Fund" and delivered to the following address: 3075 Adeline Street, Suite 210, Berkeley, CA 94703.

9. General Release. For and in consideration of the covenants contained herein, DHHBA does hereby release, acquit and discharge CLA, and its employees, managers, accountants, agents, officers, directors, shareholders, attorneys and indemnitors, of and from any and all claims, potential claims, demands, and cause or causes of action related to or arising out of the claims and allegations contained in DHHBA's July 20, 2023 letter to CLA, through the Effective Date of this Settlement Agreement.

10. Waiver of Rights under Civil Code Section 1542. As to the matters released herein, each of the Parties to this Agreement expressly waives, to the full extent permitted by law, all rights pursuant to §1542 of the California Civil Code which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Parties each acknowledge to the other that they are aware that they or their attorneys may discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention to settle and release fully, finally and forever, any and all disputes and differences, known and unknown, suspected and unsuspected, which now exist, may exist, have existed, or hereafter may exist in the future between them relating to the subject matter of this Agreement.

11. Knowing and Voluntary. In executing this Agreement, it is understood and agreed that the Parties rely wholly on their own judgment, belief, and knowledge of the nature extent, and duration of the alleged damages, and that the Parties have not been influenced to any extent in executing this Agreement by any representations or statements, regarding alleged damages or regarding any other matter, made by the Parties or by any person or persons representing the Parties.

12. Invalidity of any Provision. If any provision of this Agreement is held to be invalid, unenforceable or contrary to any public policy, law, statute and/or ordinance, the remainder of this Agreement shall remain in effect and be valid and fully enforceable.

13. Copies. In any action or proceeding relating to this Agreement, a true and correct copy of this Agreement shall be admissible to the same extent as the original Agreement.

14. Controlling Law: This Agreement is entered into in the State of California and shall in all respects be interpreted, enforced and governed by the laws of the State of California and where applicable, Federal law.

15. Drafting of this Agreement. Each of the Parties hereto represents that they or it fully participated in the drafting and terms of this Agreement. Accordingly, any ambiguities in the terms of this Agreement shall not be construed against either of the Parties and any doctrine of law regarding interpretation of any such ambiguities in the terms and provisions of this Agreement against the Party drafting this Agreement shall not be applicable.

16. Integration. This Settlement Agreement and Release constitutes an integration of the entire understanding and agreement of the Parties and supersedes all prior negotiations and understandings concerning the subject matter of this Agreement. Any representations, warranties, promises, or conditions, whether written or oral, not specifically and expressly incorporated in this Agreement, shall not be binding on the

Parties, and the Parties each acknowledge that they have not relied, in entering into this Agreement, on any representation, warranty, promise or condition, not specifically and expressly set forth in this Agreement. This Agreement may not be amended,

17. Terms are Contractual. The terms of this Agreement are contractual and not a mere recital.

18. Counterparts. This Agreement may be executed in any number of counterparts and/or by facsimile, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

ACCEPTED AND AGREED:

Claimant, Deaf and Hard of Hearing Bar Association

By: *Zainab Alkebsi*

Print Name: Zainab Alkebsi, DHHBA President

Dated: 12/21/23

Respondent, California Lawyers Association

By: *Sheila Johnston*

Print Name: Sheila Johnston

Dated: 12.18.23