

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between the National Federation of the Blind, the Council of Parent Attorneys and Advocates, Inc., and the National Association for the Advancement of Colored People, Inc. (“Plaintiffs”); and Elisabeth D. DeVos, in her official capacity as Secretary of Education, Kenneth L. Marcus, in his official capacity as Assistant Secretary for Civil Rights, and the U.S. Department of Education (“Defendants”) (collectively, the “Parties”). Whereas the Parties now mutually desire to resolve all of the claims asserted by Plaintiffs in this action without the need for further litigation, and without any admission of liability, the Parties hereby accordingly agree to compromise, settle, and resolve all of the claims asserted by Plaintiffs in this action on the following terms and conditions:

1. Stipulation of Dismissal: Within ten (10) calendar days of the Effective Date (as defined in paragraph 11), the Parties will execute and cause to be filed, in the United States District Court for the District of Maryland, a Stipulation of Dismissal in the form appended hereto at Exhibit 1.
2. Relief:
 - a. Defendants agree that the U.S. Department of Education Office for Civil Rights (“OCR”) will resolve, in accordance with the procedures set out in Article III of the November 2018 Case Processing Manual (“CPM”), the website accessibility complaints that were previously dismissed under section 108(t) of the March 2018 CPM and opened as directed investigations under section 402 of the November 2018 CPM. Any closure letters for such directed investigations will comply with the relevant sections of Article III of the November 2018 CPM (i.e., section 302(c) or section 303(e)).

- b. OCR will reissue to complainants letters of finding(s) in the 24 website accessibility directed investigations that were previously closed for insufficient evidence no later than 45 calendar days from the date the signed stipulation of dismissal is filed with the Court. The reissued letters of finding(s) will comply with section 303(e) of the November 2018 CPM.
- c. OCR has also opened directed investigations, pursuant to section 402 of the November 2018 CPM, of 16 housing disability complaints that had previously been dismissed pursuant to section 108(t) of the March 2018 CPM. OCR will resolve these directed investigations in accordance with the procedures set out in Article III of the November 2018 CPM. Any closure letters for such directed investigations will comply with the relevant provisions of Article III of the November 2018 CPM (i.e., section 302(c) or section 303(e)).
- d. For complainants whose complaints were dismissed for insufficient evidence under section 303(a) of the CPM between March 5, 2018 and November 19, 2018, Defendants agree to offer complainants an opportunity to appeal those dismissals. In the request for an appeal, a complainant must explain why either (a) he or she believes the factual information was incomplete or incorrect, or (b) the legal analysis was incorrect, or (c) the appropriate legal standard was not applied, and how correction of any error(s) would change the outcome of the case. Failure to do so may result in the dismissal of the appeal. *See* November 2018 CPM § 307.
- e. Plaintiffs agree to notify their members of the opportunity to appeal being offered in paragraph (2)(d) of this Agreement no later than 30 calendar days from the date the signed stipulation of dismissal is filed with the Court. Complainants must

submit any appeal request no later than 60 calendar days after Plaintiffs notify their members of the opportunity to appeal.

3. Attorneys' Fees and Costs: Defendants agree to pay to Plaintiffs the sum of \$50,000 in attorneys' fees and costs in full and final settlement of any and all claims for attorneys' fees and costs in connection with this case.
4. Releases: Subject to the terms in paragraph 11 of this Agreement, Plaintiffs hereby waive, release, and forever discharge Defendants, all of the Department of Education's agencies, components, offices, or establishments, and any officers, employees, agents, or successors, either in their official or individual capacities, of any such department, agency, component, office, or establishment, from any and all claims, demands, and causes of action of every kind, nature, or description, whether known or unknown, which have been or could have been asserted in this action, or any other administrative or judicial proceeding against Defendants, arising out of or in connection with the events alleged in the Second Amended Complaint in National Federation of the Blind, et al. v. U.S. Department of Education, et al., Case No. 18-cv-01568 (D.Md.).
5. No Admission of Liability: This Agreement is not and shall not be construed as an admission by Defendants of the truth of any allegation or the validity of any claim asserted in this action or the Defendants' liability therein. Nor is it a concession or an admission of any fault or omission in any act or failure to act, nor shall it be construed for any purpose whatsoever as an admission or presumption of wrongdoing on the part of Defendants. Nor shall any of the terms hereof be offered or received in evidence or in any way referred to in any civil, criminal, or administrative action (except in an action to enforce its terms).

6. Entire Agreement: The terms of this Agreement, and the attachment thereto, constitute the entire agreement of the Parties entered into in good faith, and no statement, remark, agreement, or understanding, oral or written, which is not contained herein, shall be recognized or enforced; nor does this Agreement reflect any agreed-upon purpose other than the desire of the Parties to reach a full and final conclusion of this action and to resolve the matter without the time and expense of further litigation.
7. Modification and Amendment: This Agreement cannot be modified or amended except by an instrument in writing signed by the party to be charged therewith; nor shall any provision hereof be waived other than by a writing setting forth such waiver and signed by the party to be charged with such waiver.
8. Rule of Construction: This Agreement shall be considered a jointly drafted agreement and shall not be construed against any party as the drafter.
9. No Third-Party Rights: This Agreement is not intended to create, and does not create, any third-party beneficiary rights or any other kinds of rights or privileges for any person, group or entity.
10. Execution: This Agreement, which may be signed in counterparts, shall take effect upon execution by all signatories below. This Agreement may be executed on copies sent by electronic mail with the same force and effect as an executed original of the same.
11. Effective Date and Term: The effective date of this Agreement shall be the date on which it is executed by the undersigned parties. This Agreement shall terminate and the case shall be dismissed with prejudice one year from the date of the filing of the stipulation of dismissal unless: (1) the Parties jointly move the Court to terminate the Agreement earlier; or (2) pursuant to Local Rule 111, Plaintiffs move the Court, upon a

showing of good cause, to reopen the case because the terms of this Agreement have not been consummated. The Parties agree not to dispute that Plaintiffs' filing of such a motion constitutes an appropriate mechanism to enforce the provisions of this Agreement. However, this agreement shall not be deemed to waive any available defenses to the substance of such motion, and any right or authority to contend that no breach of this Agreement has occurred. Plaintiffs agree to meet and confer with Defendants at least 30 days prior to filing such a motion with the Court. Defendants agree to provide Plaintiffs with an update on the status of the directed investigations pursuant to paragraphs 2a, 2b, and 2c no later than 60 days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have personally signed this Agreement or have caused this Agreement to be signed by their duly authorized representatives intending to be bound.

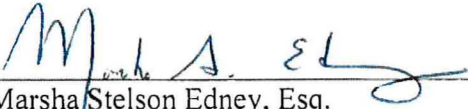
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