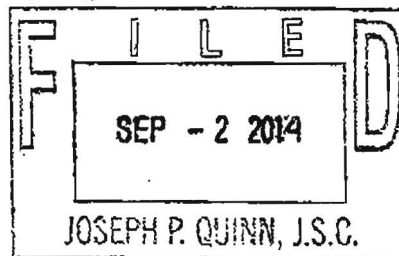


✓
 ANTHONY J. BRADY, JR., ESQUIRE
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 (856) 662-5234
 Attorney for Plaintiffs



CARMENA STONEY; CAROLYN SCHWEBEL	:	SUPERIOR COURT OF NEW JERSEY
	:	MONMOUTH COUNTY
	:	LAW DIVISION
Plaintiffs,	:	
	:	Docket No.: MON-L-003230-09
vs.	:	
	:	Civil Action
MERIDIAN HEALTH SYSTEM d/b/a RIVERVIEW MEDICAL CENTER	:	CONSENT ORDER
	:	
Defendant.	:	

This Consent Decree (hereinafter, the "Agreement") is entered into by and between Plaintiffs, Carmena Stoney, Carolyn Schwebel and Advocates For Disabled Americans and Defendants, Meridian Health Systems d/b/a Riverview Medical Center (herein after collectively known as "Defendants") (All parties hereinafter collectively referred to as the "Parties"). This Agreement shall be effective on the date that its execution is completed by all Parties and their authorized representatives (hereinafter, the "Effective Date").

WHEREAS, the Plaintiffs have filed a civil action in the Superior Court of New Jersey Monmouth County Law Division MON-L-003230-09 (hereinafter, the "Action") claiming violations/architectural barriers of Title III of the Americans with Disabilities Act (hereinafter, the "ADA"), 42 U.S.C. §§12181 et seq. and the New Jersey Law Against Discrimination by Defendant who operates a hospital located at Red Bank, New Jersey and commonly known as Riverview Medical Center (hereinafter, the "Property" or "Riverview").

WHEREAS, Defendant, operates a hospital generally known as Riverview located in Red Bank, New Jersey, which such hospital is therefore a place of public accommodation as defined in 42 U.S.C. §12181 of the American with Disabilities Act, 42 U.S.C. Section 12181, et. seq.

WHEREAS Plaintiff, Stoney and Schwebel, are disabled person as defined by the ADA and Plaintiff AFDA, is a non-profit organization which members include the individual Plaintiffs and other qualified individuals with disabilities under the ADA and the NJLAD who filed this action against Defendants for alleged violations of Title III of the Americans with Disabilities Act, 42 U.S.C. Section 12181, et seq. at the above described hospital, pursuant to which Plaintiffs sought a permanent injunction compelling Defendants' compliance with the described barrier removal requirements of the ADA, together with attorney's fees, litigation expenses costs and damages under the NJLAD.

WHEREAS, the Defendants have denied any and all liability and wrongdoing with respect to the Plaintiff's claims in this Action, but seek settlement in this Action;

WHEREAS, in order to avoid further expense, time, effort and uncertainty with regard to this litigation; and finally resolve all claims and disputes between them regarding the foregoing matters, and without making any admission of discrimination against Plaintiffs or any other persons or entities, by the Defendants; subject to the terms of this Consent Decree, the Plaintiffs and the Defendants have agreed to settle this Action and resolve any and all disputes between them;

WHEREAS, In consideration for resolving all matters in dispute, the parties have agreed to the following terms and conditions subject to the Court's entry of an Order Approving and Entering the Consent Decree.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Parties agree to be legally bound by the following terms and conditions, which constitute full settlement of this Action.

Recitals: The Parties acknowledge that all of the "WHEREAS" clauses preceding paragraphs are incorporated as material parts of this Agreement.

I. No Admission of Liability: The Plaintiffs agree and acknowledges that this Agreement (including any of its discrete sub-parts) is not and shall not be construed as an admission by the Defendants (or any person or entity acting on their behalf) of any liability or any act or wrongdoing whatsoever, including without limitations, any violation of (1) any federal, state or local law, statute, regulations, code or ordinance; or (2) of any legal, common law or equitable duty owed by the Defendant to anyone.

II. Settlement Amount: The Defendants have agreed to pay a sum as settlement of all Plaintiffs' attorney's fees, court costs, expert fees, expenses and damages by separate agreement.

III. Release: Upon the Court's approval of this Consent Decree payment as set forth in a separate agreement, the Plaintiff hereby remises releases, acquits, satisfies, and discharges the Defendants from this Action, ADA and LAD related causes of action, and suits which the Plaintiff ever had and/or now has against the Defendants from the beginning of the world to the Effective Date of this Agreement. This Agreement satisfies and incorporates all claims of Plaintiffs arising out of the facts alleged in the complaint, including any claims for money damages, and for relief under Title III of the Americans with Disabilities Act, 42 U.S.C. Section 12181, et seq. New Jersey Law Against Discrimination and any other applicable Federal, New Jersey, county or municipal civil rights or anti-discrimination statutes and ordinances. This agreement is final and *res judicata* as to the named parties only and does not constitute a finding or judgment that the Defendants are or have been in violation of the Americans with Disabilities Act, 42 U.S.C. Section 12181, et seq. and or the New Jersey Law Against Discrimination, or had discriminated against Plaintiff or any other parties whomsoever. This provision is limited to this Subject Proper-Binding Nature of Agreement: This Agreement shall be binding upon each of the Parties and upon their respective heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of each party and to their respective heirs, administrators, representatives, executors, successors, and assigns.

Governing Law and Jurisdiction: This Agreement shall be deemed to be made and entered into in the State of New Jersey, and shall in all respects be interpreted, enforced and governed under the laws of this Agreement shall lie exclusively with the Superior Court of New Jersey, County of Monmouth.

IV. Interpretation: The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This

Agreement has been negotiated by and between the Parties respective counsel, and shall not be construed against the "drafter" of the Agreement.

a). **Modification of Agreement:** This Agreement may be amended, revoked, changed or modified only upon a written agreement executed by all Parties. No waiver of any provision of this Agreement will be valid unless it is in writing and signed by the party against whom such waiver is charged.

V. **Entire Agreement:** This Agreement and separate Agreement referred to herein sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior agreements or understandings between the Parties hereto pertaining to the subject matter hereof,

VI. **Headings:** The headings of the provisions herein are intended for convenient reference only, and the same shall not be, nor be deemed to be, interpretative of the contents of such provision.

VII. **Signatures in Counterparts:** This Agreement can be executed in any number of counterparts, each of which shall be taken to be one and the same instrument, for the same effect as if all Parties had the same signature page. A facsimile copy of any party's signature shall be deemed as legally binding as the original signatures.

a). **Authority:** Each party represents that each person, or authorized attorney, executing this Agreement on its (or his/her) behalf has been authorized to sign on behalf of the respective party and to bind it (or him/her) to the terms of this Agreement and that the respective Parties have the power and authority to perform their respective obligations as provided by this Agreement, and shall fully bind the Defendants to all of the terms and obligations of this Agreement.

VIII. **Property Modifications:** Defendants will within the time period specified below perform the following work, alterations, remediations and improvements to the subject premises. When Defendant purchases any new equipment it shall be accessible as such equipment becomes available.

a). So long as structurally practicable, the defendant shall provide a proper accessible route from the defendants' parking lot to the main entrance at the Emergency Department pursuant to 28 CFR 36.401.

Curb cuts shall be made in the existing path from the parking lot exit, with marked crosswalk to the emergency department and a legal van-accessible parking space added by the curb cut in the parking lot. Said route shall be on the shortest readily achievable route and shall coincide with the route for the general public as required by 4.3.2(2) and 4.6.2.

b). The defendant shall provide accessible hi-low examination tables that lower to seventeen inches from the floor able to be used by an individual who uses a wheelchair. Defendant shall purchase one of said tables at a pace of one per year for three years. When defendant purchases any new examination tables they shall be accessible examination tables. Further, the defendants' employees shall be instructed how to use said examination tables and the disabled public shall be notified of the availability of said examination tables.

c). The defendant shall evaluate its current facilities, services, policies, and the effects thereof, for compliance with the ADA and LAD.

d). **Time period:** The Defendant shall have up to one (1) year from the effective date of this Agreement to complete said alterations and modifications required herewith, subject only to delays necessitated by acts of *God, force majeure*, or events beyond the control of Defendants (such as inability to obtain building or zoning permits, failure of the city or county

inspectors to make inspections, contractor defaults, work stoppages, etc.), in which event the time periods for completion established hereby shall be extended appropriately, provided written notice of the delay and its grounds have been given to Plaintiff's Counsel.

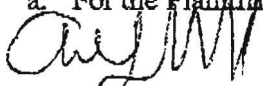
e). Upon completion of the work specified herein, Defendants shall give written notice to Plaintiffs' counsel. Plaintiffs' representatives shall be provided reasonable access to the subject premises to verify completion of the above referenced work and reasonable access to inspect the work being performed.

IX. Jurisdiction: The Court shall retain jurisdiction over the parties to enforce compliance with the terms herein. Plaintiffs shall have the right to seek enforcement this judgment and in doing so will be entitled to such reasonable attorney fees and litigation expenses as are provided by law.

Enforcement: In the event Defendants shall fail to comply with the terms of this Agreement in the time periods ordered, the Plaintiff shall be entitled, upon the below notice to Defendants, to apply for further relief from the court, in which event the Plaintiff shall be entitled to payment of their reasonable attorney's fees and litigation expenses incurred as are provided by law. The Plaintiffs shall provide the Defendants with 30 days' notice of the perceived non-compliance, and the Defendants shall then have ninety days to cure the non-compliance. "Notice" shall be by delivery of written notice to counsel for the parties at the addresses below.

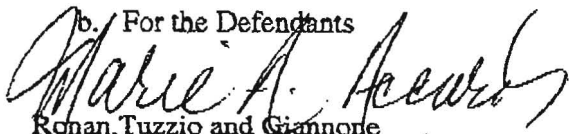
X. Both parties agreed not to contact the media regarding the agreement, but if contacted by the media may advise that a Consent Order has been entered and may provide a copy of said consent order.

a. For the Plaintiffs'

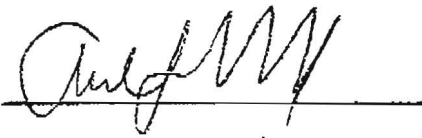


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b. For the Defendants

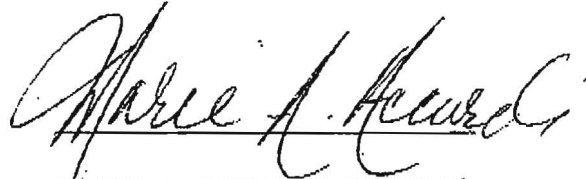


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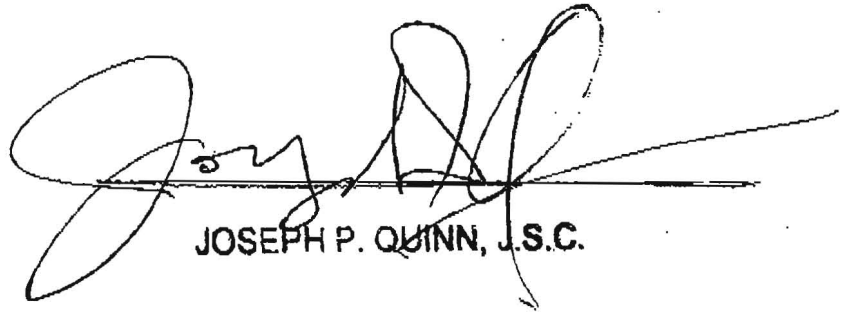
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I hereby consent attorney for plaintiffs



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JOSEPH P. QUINN, J.S.C.