

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

CLAIRE BROU, <u>et al.</u> ,)	
)	
Plaintiffs,	)	Case No.: 06-0838
v.)	
	)	JUDGE DUVAL
FEDERAL EMERGENCY MANAGEMENT)	
AGENCY, <u>et al.</u>,	)	MAGISTRATE JUDGE
	)	KNOWLES
Defendants.)	

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement" or "Agreement") is entered into between Plaintiffs Claire Brou, Darlene Crosby (next friend of P.D., a minor), Willie Foster, Donna Graffagnino, Carla Hagler, Robert Thomas Harris, Eugene Johnson, Victoria Sumrall, Terry West, Anita Wilson, Martha Bryant, Cherie LeBlanc, Ronald Levron, Wanda Newbill, and Dora Villanueva, on behalf of themselves and a class of other similarly situated disabled persons who have been displaced by Hurricanes Katrina and Rita ("Plaintiffs"), and the defendants Federal Emergency Management Agency ("FEMA"), Department of Homeland Security ("DHS"), Michael Chertoff, Secretary, Department of Homeland Security, and David Paulison, Director, Federal Emergency Management Agency, ("Defendants"). Plaintiffs and Defendants are referred to herein as "the Parties."

On February 17, 2006, Plaintiffs filed this action in the United States District Court for the Eastern District of Louisiana (the "District Court"). Plaintiffs allege in their complaint that the Defendants have violated section 504 of the Rehabilitation Act ("Section 504"), 29 U.S.C. § 794(a), the Fair Housing Act ("FHA"), 42 U.S.C. § 3604, and the Stafford Act, 42 U.S.C.

§ 5170 *et seq.*, by denying equal and meaningful access to the temporary housing assistance program for victims of Hurricane Katrina and Hurricane Rita who have disabilities. Defendants maintain that FEMA's temporary housing assistance program has been and continues to be operated in compliance with all applicable laws, deny that they have violated any of the above statutes, and further deny that plaintiffs are entitled to any relief in this action.

The Parties 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 by any party. Accordingly, the Parties hereby agree to compromise, settle and resolve all of the claims asserted by Plaintiffs in this action on the following terms and conditions:

1. **Definitions:** The following terms, when used in this Settlement Agreement, shall have the following meanings:

Section 1.1 "Person with a disability" means a "qualified individual with a handicap" and a "qualified individual with a disability" as those terms are defined in Section 504, 29 U.S.C. §§ 705(20) and 794(a), and FEMA's implementing regulations, 44 C.F.R. § 16.103; and has a "handicap" as that term is defined in the FHA, 42 U.S.C. § 3602(h).

Section 1.2 "Applicant" means a person who has applied for assistance under the Stafford Act pursuant to 42 U.S.C. § 5174.

Section 1.3 "Unit" means manufactured housing of any kind, and includes a travel trailer, mobile home, or Park model trailer.

Section 1.4 "Currently in Stock" means in FEMA's possession or subject to its control as of the date a call, which would result in the provision of the particular unit in question, is made to the special toll-free number referred to in paragraph 5.

Section 1.5 "UFAS" means the Uniform Federal Accessibility Standards published at 49 Fed. Reg. 31528 (Aug. 7, 1984) and <http://www.access-board.gov/ufas/ufas-html/ufas.htm>.

Section 1.6 "Accessible Unit" means (A) a Unit that complies with all UFAS requirements except for those standards that have been amended, modified or waived by HUD; or (B) accessible mobile homes or Park Model trailers which do not satisfy all UFAS requirements but have been altered or modified to accommodate the accessibility needs of Class Members.

Section 1.7 "Install" or "Provide" means either (i) to deliver an Accessible Unit, with any necessary modifications to ensure that it is, in fact, an Accessible Unit, to the Person With a Disability requesting the Unit or (ii) to make the modifications to a Unit that has already been delivered to, or is currently occupied by, a Person With a Disability, such that the Unit is an Accessible Unit. However, when a Unit is installed on a private or commercial site that is not operated by FEMA, the terms "Install" or "Provide" shall not include the provision of fully functioning utilities other than the completion of all steps that FEMA normally takes to facilitate the provision of such utilities. This section refers solely to FEMA's obligations under this Agreement and shall not waive, alter, or otherwise affect the scope of FEMA's obligations under 42 U.S.C. § 5174.

2. Persons Covered By Agreement: The class of persons covered by and eligible to obtain the benefits of this Agreement (hereinafter referred to as "Class Members") is defined as all individuals who:

- A. As of August 29, 2005, resided in Louisiana or Mississippi in areas declared to be Federal Disaster Areas as a result of Hurricane Katrina; or as of September 24, 2005, resided in Louisiana in areas declared to be Federal Disaster Areas as a result of Hurricane Rita; and

- B. Were displaced from their pre-disaster primary residence or whose pre-disaster primary residences have been rendered uninhabitable as a result of damage caused by Hurricane Katrina or Hurricane Rita; and
- C. Are in receipt of, or who qualify or will qualify for, direct assistance pursuant to 42 U.S.C. § 5174(c)(1)(B); and
- D. Are Persons with Disabilities; and
- E. Have informed or will inform Defendants of their need for a Unit that accommodates their disabilities, but who have not received a Unit with the requested accessibility features.

3. **Claims Covered By The Agreement:** The claims compromised, settled and resolved by this Agreement, which are hereinafter referred to as the "Class Claims," include any individual or class-wide disability discrimination claim, administrative charge, demand, grievance, complaint, right and cause of action of any kind, known or unknown, by a Class Member against FEMA or DHS for monetary, injunctive or equitable relief and/or for attorney's fees, arising from any events, acts, omissions, policies, practices, procedures, conditions or occurrences concerning or relating to FEMA's direct temporary housing assistance program that were raised in paragraphs 159-164 of the Complaint filed in this action on February 17, 2006, or such claims that arise within 210 days after the beginning of the Notice Period described in paragraph 4 below.

4. **Accessibility Notice:** Over a thirty day period commencing 10 days after the Court enters an Order finally approving this Agreement and ending 40 days after the date of such Order (hereinafter the "Notice Period"), FEMA shall disseminate an informational notice in the form prescribed in Attachment A hereto regarding the provision of temporary housing that is accessible to Persons with Disabilities ("the Accessibility Notice"). The purpose of the Accessibility Notice is to emphasize that FEMA is committed to ensuring that individuals with disabilities have meaningful access to its temporary housing assistance programs, to ensure that

the needs of victims of Hurricane Katrina and Hurricane Rita with disabilities for temporary housing that is accessible have been appropriately addressed, and to describe the procedures to be followed by Class Members who seek to have FEMA address any unmet accessibility needs.

A. Dissemination of the Accessibility Notice: The Accessibility Notice shall be disseminated and publicized by FEMA during the Notice Period as follows:

(1) FEMA's National Processing Service Center in Hyattsville, Maryland shall send one copy of the Accessibility Notice by United States mail to the last known address of each Applicant who: (1) was displaced by Hurricane Katrina or Hurricane Rita, (2) has been determined by FEMA to be eligible for temporary housing assistance, and (3) either has requested but not yet received, or is currently housed in, a FEMA-provided mobile home or trailer.

(2) At the inception of the Notice Period, FEMA shall issue a press release that incorporates the substance of the Accessibility Notice, and shall distribute it to the media listed in Attachment B. In addition, throughout the Notice Period, FEMA shall include information contained in the Accessibility Notice on its website, in combination with relevant contact information for those seeking further information.

(3) At the inception of the Notice Period and 90 days thereafter, FEMA shall provide a public service announcement that summarizes information contained in the Accessibility Notice to the radio and television stations listed in Attachment B.

(4) Copies of the Accessibility Notice shall be available for distribution at each FEMA Disaster Recovery Center in Louisiana and Mississippi.

(5) FEMA shall also ensure that the Accessibility Notice is provided to case management workers retained pursuant to the agreement between FEMA and the United Methodist Committee on Relief.

5. Procedure To Be Followed By Class Members Who Seek To Have FEMA Address Unmet Accessibility Needs: On or before the date upon which the Notice Period commences, FEMA shall establish a special toll-free number for each of the Joint Field Offices (“JFO”) in Louisiana and Mississippi for the purpose of receiving calls made in response to the Accessibility Notice described above (“the special toll-free number”). The Louisiana and Mississippi JFO numbers shall be staffed initially with 30 persons and 10 persons, respectively, all of whom shall have some previous experience in conducting pre-placement interviews. The number of FEMA personnel staffing each special toll-free number may be increased or decreased by FEMA over time as warranted by the call volume received. The special toll-free number shall be staffed from 8:00 a.m. to 6:00 p.m. Monday through Saturday (except holidays) during the nine-month period following the commencement of the Notice Period. FEMA will inform individuals staffing its toll-free numbers, other than the special toll-free numbers, about the existence of the special toll-free numbers, and instruct such individuals to provide the special toll-free numbers to callers who may have accessibility needs. To receive the benefits of this Settlement Agreement, Class Members who seek to have FEMA address any unmet accessibility needs must contact FEMA at the special toll-free number no later than 180 days after the Notice Period ends, and request that FEMA address any unmet accessibility needs.

6. Responsibilities of FEMA Intake Personnel Receiving Responses to Accessibility Notice

A. Information to be obtained by Intake Personnel: FEMA personnel answering the special toll-free number (hereinafter the "Intake Personnel") shall obtain information sufficient to enable FEMA to determine whether each caller is a Class Member as defined in paragraph 2 of this Agreement, or is calling on behalf of a Class Member. For each caller who is a Class Member or who calls on behalf of a Class Member, the Intake Personnel shall use the screening questions in Attachment C to this Agreement to obtain information regarding the Class Member's disabilities, accessibility needs, and current housing arrangements that is sufficient to enable FEMA to determine what further actions, if any, FEMA needs to take to address each Class Member's accessibility needs. With assistance from plaintiffs' counsel, FEMA shall develop or modify existing screening protocols and criteria designed to enable the Intake Personnel to identify the accessibility needs of callers and the type of Unit and modifications necessary to address their accessibility needs. FEMA will also train the Intake Personnel on the use of the screening protocols and criteria and any modifications.

B. Initial determinations by Intake Personnel: Based upon the information provided by callers, FEMA shall determine:

(1) whether the Class Member currently resides in temporary housing that already satisfies or can be altered or modified to satisfy the Class Member's accessibility needs;

(2) whether the Class Member's need for temporary housing that is accessible can be accommodated by providing rental assistance;

(3) whether the Class Member's need for temporary housing that is accessible can be accommodated by Providing a Unit at a FEMA group site or commercial site that is available for immediate occupancy;

(4) whether FEMA needs to Provide a Unit to address the Class Member's accessibility needs and, if so, the model, type and size of the Unit required, any modifications that must be made to the Unit, and the proposed site or location where the Unit is to be Installed; and

(5) whether the Class Member needs financial assistance to pay for a hotel or some other type of temporary housing until such time as an accessible mobile home or trailer can be provided by FEMA.

Class members may not be required to accept or wait for housing that meets their accessibility needs, if they prefer non-accessible housing.

C. Information to be provided by FEMA Intake Personnel to Class Members:

FEMA's Intake Personnel shall advise each Class Member who calls the special toll-free number what further actions, if any, FEMA intends to take to address the Class Member's accessibility needs. The information described in this paragraph shall be given to the Class Member orally within five calendar days of the Class Member's call.

(1) If FEMA determines that the temporary housing unit that is currently occupied by the Class Member can be altered or modified to satisfy the Class Member's accessibility needs, FEMA's Intake Personnel shall provide the Class Member with an estimated completion date which shall be:

- (a) within 30 days after the Class Member contacts FEMA's Intake Personnel if the requested alterations or modifications are limited to the installation of an external ramp, external steps, or grab bars meeting UFAS standards;
- (b) up to 60 days after the Class Member contacts FEMA's Intake Personnel for any other alterations or modifications, depending on

the nature of the alteration or modification sought and the volume of requests received by FEMA.

(2) If FEMA determines that the Class Member's need for temporary housing that is accessible can be accommodated by providing rental assistance, FEMA's Intake Personnel shall provide the Class Member with information regarding the procedures to be followed in obtaining such assistance.

(3) If FEMA determines that the Class Member's need for temporary housing that is accessible can be accommodated by Providing an existing mobile home or trailer at a FEMA group site or commercial site that is available for immediate occupancy, FEMA's Intake Personnel shall provide information regarding the location of the group site or commercial site and the type of unit(s) available for immediate occupancy at such site.

(4) If FEMA determines that a mobile home, Park Model trailer, or other travel trailer should be Provided to address the Class Member's accessibility needs, FEMA's Intake Personnel shall advise the Class Member of the model, type and size of the mobile home or trailer to be Provided, and the proposed site or location where the mobile home or trailer is to be Installed. If the proposed site is on privately owned property, FEMA's Intake Personnel shall advise the Class Member that FEMA can install temporary housing on the site only if FEMA determines that the property is suitable for temporary housing. FEMA's Intake Personnel shall provide the Class Member with an estimated installation date for any mobile home or trailer to be Installed which may range up to 90 days after the Class Member contacts FEMA's Intake Personnel depending upon whether a Unit that meets the Class Member's accessibility needs is Currently in Stock, whether a site suitability determination is necessary before the Unit can be Installed, and the volume of requests received by FEMA. If FEMA subsequently determines that the requested

Unit cannot be Provided because the site is not suitable for temporary housing, FEMA's Intake Personnel shall notify the Class Member of FEMA's determination, and advise the Class Member of any alternative temporary housing available that satisfies the Class Member's accessibility needs.

(5) If FEMA determines that a Class Member needs financial assistance to pay for a hotel or some other type of temporary housing until such time as an accessible mobile home or trailer can be Provided, FEMA's Intake Personnel shall make arrangements to provide a hotel or some other type of temporary housing assistance for Class Members who are waiting for an Accessible Unit and who have no other place to stay while they are waiting.

(6) If FEMA denies a request for direct housing assistance or for modification of a Unit in whole or in part, and if FEMA has not already notified the caller in writing of such denial, FEMA shall, within 15 days thereafter, notify the caller in writing of such denial, the reasons for the denial, and the Complaint Procedures available under paragraph 8 of this Agreement.

D. Records to be maintained by FEMA's Intake Personnel: FEMA's Intake Personnel shall create a record reflecting: (1) the name, FEMA number, current and pre-disaster address, and current telephone number of each Applicant that contacts FEMA on the special toll-free number, (2) the date and subject matter of each such contact, and whether the contact was initiated by the caller or by FEMA (3) the type of disability, if any, identified by the Applicant, (4) a description of any accessibility needs identified by the Applicant, (5) FEMA's determination concerning whether the Applicant is a Class Member; (6) a description of what further actions, if any, FEMA intends to take to address each Class Member's accessibility needs; (7) the estimated completion date(s) for any such actions; and (8) any interim arrangements made for a hotel or other temporary housing that is accessible. The record created by FEMA's Intake Personnel shall

be updated to reflect any change in address or telephone number, the date, location, and type of Unit actually delivered, the date and type of any modifications completed, and the reasons for any significant unforeseen delays in processing the Class Member's request.

7. Provision of Accessible Units: FEMA shall notify the specially designated contractor selected pursuant to paragraph 11 of this Agreement of the estimated completion date provided to each Class Member under paragraph 6 above, and shall require that the Contractor use its best efforts to provide an Accessible Unit and complete all necessary modifications on or before the completion date specified.

A. Information to Plaintiffs' Counsel: FEMA will provide Plaintiffs' Counsel with six (6) bimonthly reports, beginning sixty (60) days after the date of the Court's order approving the Settlement Agreement, and ending one year after approval, which shall contain the following information, separately for Louisiana and Mississippi:

- (1) cumulative number of callers to the Special 800 number who were determined to be Class Members or calling on behalf of Class Members;
- (2) cumulative number of households of callers FEMA determined to need interim hotel or rental assistance (assistance provided until an accessible unit becomes available) after their call, and cumulative number who received such assistance after their call;
- (3) cumulative number of households of callers determined to need an accessible unit, other than the unit they were occupying at the time of the call;
- (4) of the number above in paragraph 7.A.(3), the cumulative number of Accessible Units Provided to callers within 30, 60, 90, and over 90 days of the first call, respectively;
- (5) cumulative number of households of callers determined to need modifications to a unit currently occupied;

(6) of the above in paragraph 7.A.(5), the cumulative number of households of callers Provided with modifications within 30, 60, 90, and over 90 days of the first call, respectively;

(7) cumulative number of households of callers determined to need rental assistance rather than an accessible unit;

(8) of the above in paragraph 7.A.(7), cumulative number of households of callers who received rental assistance after their call.

B. Notification by FEMA of Inability to Meet Time Frames: If, for reasons beyond the control of FEMA, it appears to FEMA that the timeframes described above in paragraph 6.C. will not be met for a significant number of Applicants, FEMA will notify Plaintiffs' counsel in writing, with an explanation of the reason why such timeframes will not be met. The Parties will then confer within ten (10) days of the receipt of such notice and attempt to reach agreement.

8. Complaint Procedure: Callers to the special toll-free number will be instructed to call the special toll-free number back if they have complaints. If their complaint is that a Unit or modifications provided them are different than what they were supposed to receive, or that they were not Provided within the estimated time frame, the Intake Personnel shall attempt to resolve the complaint. If their complaint is that they disagree with FEMA's actions or proposed actions under paragraphs 6 or 7 above, including a determination that they are not Class Members, they shall be informed that they may ask for a supervisor to review the determination and/or proposed action, and such a review will be provided. Personnel at the toll-free number shall attempt to resolve the complaint. If they have not resolved the complaint within ten days, personnel at the toll-free number shall refer the complaint to the Ombudsperson and provide the

complainant with the address and telephone number of Plaintiff's counsel.

9. Ombudsperson: FEMA shall appoint an Ombudsperson to serve as a liaison with Persons with Disabilities, and to resolve complaints referred to the Ombudsperson as set forth below. The Ombudsperson shall be responsible for monitoring and, as appropriate, recommending improvements to FEMA's efforts to address the special needs of people with disabilities. Insofar as necessary to ensure that accessible mobile homes and/or trailers are provided to Class Members on a timely basis, and subject to the oversight of FEMA's contracting officer, the Ombudsperson shall be authorized to provide direction to FEMA's contracting officer technical representative for the contract entered into with the special designated contractor selected by FEMA pursuant to paragraph 11 of this Agreement. Referrals to the Ombudsperson: (A) shall be made by FEMA Intake Personnel who, after consultation with supervisory officials, determine that they are unable to resolve a Class Member's complaint within ten days; or (B) may be made by attorneys or other representatives of advocacy/community groups that are providing assistance to Class Members.

A. Information to Plaintiffs' Counsel: Beginning sixty (60) days after the date of the Court's order approving this Settlement Agreement, and ending one year after approval, FEMA shall provide Plaintiffs' Counsel with six (6) bimonthly reports, separately for Louisiana and Mississippi, which shall contain, for each complaint referred to or received by the Ombudsperson, the information recorded by FEMA's Intake Personnel regarding the complainant, pursuant to 6.D. above, and the subject of the complaint, for example, whether it concerned: (1) FEMA's determination that an individual caller is not a Class Member; (2) FEMA's provision of (or failure to provide) accessible temporary housing while the caller was waiting for an Accessible Unit; (3) a Unit that was not delivered, altered, or modified on or

before the estimated completion date; (4) a Unit that was not Provided in the location desired by the caller; or (5) a disagreement with the type of modification or Unit FEMA determined would be Provided. In addition, FEMA shall identify the number of complaints in each of the above categories that: (a) have been resolved to the satisfaction of the complainant; (b) have been resolved by FEMA in a manner that has not been accepted by the complainant; or (c) remain unresolved at the end of the reporting period. Upon request, FEMA shall provide to Plaintiffs' counsel full details of any complaint received by the Ombudsman, including, in addition to the above information, the date the Ombudsman received the complaint, how the complaint was resolved, the date of such resolution, and how to contact the complainant.

10. UFAS Trailers: FEMA shall require that a minimum of 10% of all Units ordered on or after June 1, 2006 for use as temporary housing for victims of Hurricane Katrina or Hurricane Rita shall comply with the Uniform Federal Accessibility Standards (UFAS) subject to any amendment, modification or waiver of any UFAS standard which may be adopted or approved by the Department of Housing and Urban Development (HUD). At least 5% of all Units ordered on or after June 1, 2006 for use as temporary housing for victims of Hurricane Katrina or Hurricane Rita shall be UFAS-compliant Park Models with the remainder allocated as needed between UFAS-compliant mobile homes and travel trailers. If UFAS-compliant Units are not available or if there is any delay in the projected date for delivery of UFAS-compliant trailers, and with the prior written consent of plaintiffs' counsel, FEMA may instead satisfy the requirements of this paragraph by ordering accessible mobile homes or Park Model trailers which do not satisfy all UFAS requirements but can be altered or modified to accommodate the accessibility needs of Class Members.

11. Contractor for Class Members: To ensure that Accessible Units are Provided

on a timely basis to Class Members who respond to the Accessibility Notice, FEMA shall retain a separate designated contractor for the exclusive purpose of providing all materials, labor, equipment and support services such as required permitting and local inspections for installation of UFAS compliant manufactured homes and travel trailers. FEMA shall require that the contractor selected for this purpose have personnel and resources sufficient to enable the contractor to install UFAS-compliant mobile homes and trailers within the time periods specified in paragraph 6.C. above. FEMA shall award a contract conforming to the requirements of this paragraph no later than 30 days after the Court enters an order finally approving this Agreement.

12. Accessible Units at Group Sites: FEMA has undertaken a survey of all group sites or emergency group sites operated by FEMA in Louisiana and Mississippi but not including certain sites which are to be closed on or before September 30, 2006, or which are designated for the exclusive use of individuals none of whom are disabled (hereinafter the "Group Sites"). Based on the results of the survey, FEMA will make whatever improvements are necessary to ensure that: (A) the common areas of the Group Sites comply with UFAS requirements; (B) at least 5% of the Units located in each Group Site containing 20 or more units (with the exception of the Group Site at Groom Road, known as Renaissance Village) are Accessible Units; and (C) at least 5% of the aggregate total number of Units located on Group Sites are Accessible Units. FEMA shall not be required to involuntarily displace any person residing in a Group Site at the time this Agreement is executed to comply with these requirements.

13. Enforcement of Settlement Agreement: If any Class Member alleges that Defendants have failed to comply with any provision of this Agreement; counsel for the Class Member shall serve a written Notice upon Defendants' Counsel which shall specify which paragraph(s) of this Agreement have allegedly been violated, shall describe all of the facts and

circumstances supporting the Class Member's claim that Defendants have violated this Agreement, and shall notify Defendants' Counsel that the Class Member intends to seek an order from the District Court to enforce compliance with the Agreement. The Defendants shall have a period of thirty days after receipt of such Notice to take appropriate action to resolve any claims of noncompliance. If such claims are not resolved within that thirty day period or if, prior to the expiration of such 30-day period, counsel for Defendants advise Plaintiffs' Counsel that no further action will be taken by Defendants, the Class Member may apply to the District Court for an order compelling compliance with this Agreement. If Defendants allege that Plaintiffs have failed to comply with any provision in this Agreement, the same procedures shall apply.

It is understood and agreed by the Parties that the time frames specified in paragraphs 6.C.(1) and 6.C.(4) of this Agreement are estimates and not deadlines. Any alleged failure by Defendants to Install an Accessible Unit within the period prescribed in paragraph 6.C.(4) of this Agreement, or to alter or modify a temporary housing unit within the period prescribed in paragraph 6.C.(1), is not, by itself, a violation of this Agreement, and shall not, standing alone, provide a basis for any relief under this paragraph. Instead, any such claims shall be resolved in accordance with the procedures prescribed in paragraph 14 below.

14. Applications for Further Relief: If any Class Member alleges that FEMA has failed to Install an Accessible Unit within the period prescribed in paragraph 6.C.(4) of this Agreement, has failed to alter or modify a temporary housing unit within the period prescribed in paragraph 6.C.(1), has denied him or her an Accessible Unit or modifications to make a unit accessible, has denied his or her desired location of a trailer, or has failed to provide assistance for temporary accessible housing until an Accessible Unit can be provided, counsel for the Class Member shall serve a written notice upon Defendants' Counsel which shall notify Defendants'

Counsel that the Class Member intends to seek further relief from the District Court and shall describe all of the facts and circumstances supporting the Class Member's claim. The Defendants shall have a period of thirty days after receipt of such Notice to take appropriate action to resolve the dispute, except in case of an emergency that poses a serious threat to the health or safety of a Class Member.

If the dispute is not resolved within that thirty day period or if, prior to the expiration of such 30-day period, counsel for Defendants advise Plaintiffs' Counsel that no further action will be taken by Defendants, or in the case of an emergency that poses a serious threat to his or her health or safety, the Class Member may apply for an order from the District Court compelling FEMA to provide an Accessible Unit to the Class Member, to alter or modify the Class Member's existing temporary housing unit to make it accessible, to Provide an Accessible Unit at a specific location, and/or to provide assistance for temporary accessible housing until an Accessible Unit can be provided. If the Court determines that FEMA has failed to Provide an Accessible Unit to the Class Member, to alter or modify the Class Member's existing temporary housing unit, to provide an Accessible Unit at a specific location, and/or to provide assistance for temporary accessible housing until an Accessible Unit can be provided, and further finds that such failure(s) violate Section 504 of the Rehabilitation Act, 29 U.S.C. § 794(a), the Fair Housing Act, 42 U.S.C. § 3604, or the Stafford Act, 42 U.S.C. § 5170 et seq., the Court may enter an appropriate order granting further relief to the Class Member.

15. Attorney's Fees: Defendants agree to pay plaintiffs' counsel \$310,000 for attorneys' fees and expenses. Except as provided in the last sentence of this paragraph, payment of this amount shall represent full and final payment of any and all claims for attorneys' fees and costs related to this action. Plaintiffs explicitly waive any right to seek, and shall not be entitled to

recover any additional attorneys' fees or expenses for any time expended or to be expended by counsel monitoring compliance with this Agreement. Notwithstanding the foregoing, it is understood and agreed by the Parties that, in the event of a judicial determination that Defendants have failed to discharge any obligation under this Agreement, plaintiffs reserve the right to apply to the Court for an additional award of attorneys' fees and expenses directly relating to plaintiffs' application for such a judicial determination.

16. Non-Admission of Liability: This Agreement does not constitute an admission of the merits of any position taken by any party to this litigation, nor of any liability by Defendants for the violation of any law, statute, regulation, or policy. Defendants expressly deny any wrongdoing or liability. In addition, this Agreement may not be introduced or used or admitted in any other judicial, arbitral, administrative, investigative or other proceeding of any kind or nature whatsoever as evidence of discrimination, retaliation, or any violation of the Rehabilitation Act, the United States Constitution, the common law of any jurisdiction, or any other federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

17. Agreement Contingent on Court Approval: The commitments made by the Parties in this Agreement are contingent upon final approval of the Agreement by the District Court in accordance with the requirements of Rule 23(e)(1)(C) of the Federal Rules of Civil Procedure. In the event that final approval of the Settlement Agreement is not obtained or the Settlement Agreement is deemed null and void, nothing herein shall be deemed to waive any of the Class's claims or the Defendants' objections and defenses, and this Settlement Agreement shall not be admissible in any court regarding the propriety of class certification or regarding any other issue or subject of this case.

18. Settlement Hearing: Promptly after execution of this Agreement, but in no event later than ten days after this Agreement is signed by counsel for all Parties, the Parties will submit this Agreement (together with its Exhibits) to the Court and will apply for entry of an order (hereinafter the "Initial Order") in which the Court:

- (A) Preliminarily approves the terms of the settlement embodied in this Agreement as being fair, reasonable and adequate to the Class;
- (B) Provisionally certifies the class for settlement purposes only;
- (C) Approves the form of a Notice to Class Members ("Class Notice") informing them of the claims asserted in this action, a summary of the general terms and conditions of this Agreement, and of the date of the hearing set by the Court to determine whether the settlement is fair, reasonable and adequate;
- (D) Directs FEMA to disseminate the Class Notice to the Class Members by publication or such other means as the Court finds to be reasonable and in conformance with the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States, and any other applicable law;
- (E) Schedules a Settlement Hearing to be held by the Court to determine if the proposed settlement of the litigation as contained in this Agreement should be approved as fair, reasonable and adequate and whether the Judgment approving the settlement should be entered;
- (F) Provides that any objections to (i) the proposed settlement contained in this Agreement; or (ii) entry of the Judgment approving the settlement shall be heard only if, on or before a date specified in the Class Notice, persons making objections file and serve on all Parties notice of their intention to appear (which will set forth each objection and the basis therefore) and copies of any papers in support of their position as set forth in the Order Notice; and
- (G) Provides that the Settlement Hearing may, from time to time and without further notice to the Class, be continued or adjourned by order of the District Court.

The Parties will request that, after notice is given, the Court hold the Settlement Hearing and finally approve the settlement of the litigation as set forth in this Agreement.

19. Release/Bar of Claims: In consideration of the commitments contained herein, and the benefits provided or to be provided hereunder, this Settlement Agreement shall fully

resolve, extinguish, and finally and forever bar, and the Representative Plaintiffs and other Class Members hereby release all claims described in paragraph 3 above, except as expressly provided in paragraphs 13 and 14 above. Upon final approval by the District Court, this Settlement Agreement shall be fully binding on, and fully extinguish and release the claims of, all Class Members and the Representative Plaintiffs, and may be pled as a full and complete defense to any subsequent action or other proceeding involving any person or party that arises out of the claims released and discharged by this Settlement Agreement.

20. Dismissal of Claims/ Retention of Jurisdiction: Upon final approval by the District Court of this Agreement pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Parties hereby stipulate and agree to entry of a Final Judgment in the form annexed hereto as Attachment D dismissing all of plaintiffs' claims in this action with prejudice, except that the Court shall retain jurisdiction to enforce compliance with the terms and conditions of this Agreement in accordance with paragraph 13, and to hear and determine any applications for additional relief filed by any Class Member pursuant to paragraph 14 of this Agreement.

21. Reports to the Court: The Parties shall file a joint status report with the District Court six (6) months after final approval of this Agreement advising the Court of their progress in implementing the terms of the Agreement. The Parties shall file a final report when all of the Agreement's terms have been met and, upon the filing of such report, the Court's jurisdiction to enforce this Agreement shall terminate.

22. Rule of Construction: The Parties through their counsel have negotiated the terms of this Agreement. Any rule of construction providing that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. This Agreement shall be construed as if drafted by both Parties.

23. **Waiver of Provisions:** No provisions hereof can be waived unless done so expressly and in writing. Express waiver of any one provision shall not be deemed a waiver of any other provision.

24. **Entire Agreement:** This Agreement contains the entire agreement between the Parties, and all previous understandings, agreements, and communications prior to the date hereof, whether express or implied, oral or written, relating to the subject matter of this Agreement, are fully and completely extinguished and superseded by this Agreement. This Agreement shall not be altered, amended, modified, or otherwise changed except by a writing duly signed by the Parties hereto.

25. **Collateral Use of Agreement Prohibited:** The Parties have entered into this Agreement as a compromise measure to terminate this action and resolve all issues of controversy between them. The terms of this Agreement, its substance, the negotiations leading up to the Agreement, and the information exchanged by the Parties in the course of those negotiations may not be offered, taken, construed or introduced as evidence for any purpose, either in this action or in any pending or subsequent proceeding of any nature, except that in any subsequent action involving the enforcement, construction, or application of this Agreement, a copy of the Agreement may be presented to verify its contents.

26. **Headings:** The headings in this Agreement are for the convenience of the Parties only and shall not limit, expand, modify, or aid in the interpretation or construction of this Agreement.

27. **Notices under this Agreement:** Copies of all notices required to be given to Plaintiffs' Counsel under this Agreement shall be sent by e-mail, to the following persons:

Nell Hahn
Advocacy Center
Director of Litigation and Systems Advocacy
E-mail: nhahn@advocacyla.org

Melissa Losch
Advocacy Center
Managing Staff Attorney
E-mail: mlosch@advocacyla.org

Cary LaCheen
National Center for Law and Economic Justice
New York
E-mail: lacheen@nclej.org

Copies of all notices required to be given to Defendants' Counsel under this Agreement shall be sent by e-mail, to the following persons:

Diane Kelleher
Civil Division
Department of Justice
Diane.Kelleher@usdoj.gov

Darren Wall
Office of Chief Counsel
Federal Emergency Management Agency
Darren.Wall@dhs.gov

28. **No Third-Party Rights:** This Settlement Agreement is not intended to, and does not, create any third-party beneficiary rights or any other rights of any kind in any person, group, or entity other than the Parties.

29. **Governing Law:** The Parties agree that the validity, construction, and enforcement of this Settlement Agreement shall be governed by federal law.

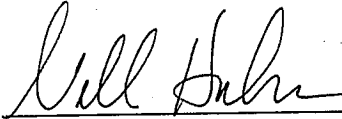
30. Parties' Obligation to Defend Settlement Agreement: In the event this Settlement Agreement is challenged administratively or judicially, the Representative Plaintiffs, Class Counsel and the Defendants shall fully defend its lawfulness.

31. Privacy Act Information: Certain information to be provided to plaintiffs under paragraphs 6.D and 9 of this Agreement may be subject to the Privacy Act of 1974, 5 U.S.C. § 552a. In accordance with the requirements of the Privacy Act, the Parties will request that the Court enter a Privacy Act Protective Order in the form prescribed in Attachment E hereto. Each person designated by plaintiffs' counsel to receive information subject to the Privacy Act shall be required to execute an Acknowledgment as required by the Privacy Act Protective Order.

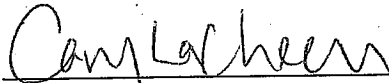
32. Binding Agreement: Undersigned counsel represent that they have the requisite authority to enter into this Settlement Agreement. Subject to final approval by the District Court and any applicable law, this Settlement Agreement shall be binding on the Parties and their successors, assigns, representatives, and trustees.

33. **Execution:** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

AGREED this 15th day of August, 2006.



NELL HAHN
Director of Litigation and Systems Advocacy
Advocacy Center
600 Jefferson Street Suite 812
Lafayette LA 70501
Telephone: (337) 237-7380
Facsimile: (337) 237-0486
E-mail: nhahn@advocacyla.org
Attorneys for Plaintiffs



CARY LACHEEN
National Center for Law and Economic
Justice
275 Seventh Avenue, Suite 1506
New York, NY 10001-6708
Telephone: (212) 633-6967
Facsimile: (212) 633-6371
E-mail: lacheen@nclej.org
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PETER KEISLER
Assistant Attorney General

JIM LETTEN
United States Attorney

GLENN K. SCHREIBER
Assistant United States Attorney

JOSEPH LOBUE
Assistant Director
Federal Programs Branch



DIANE KELLEHER
Trial Attorney
Department of Justice
Civil Division, Room 7318
Post Office Box 883
Washington, D.C. 20044
Telephone: (202) 514-4775
Facsimile: (202) 616-8470
E-mail: Diane.Kelleher@usdoj.gov
Attorneys for Defendants



DARREN WALL
Trial Attorney
Office of Chief Counsel
Federal Emergency Management Agency
500 C St., SW
Room 840
Washington D.C.
Telephone: (202) 646-4611
Facsimile: (202) 646-4536
E-mail: Darren.Wall@dhs.gov
Attorneys for Defendants

List of Attachments

Attachment A – Accessibility Notice

Attachment B – Media Lists

Attachment C – FEMA Screening Questions

Attachment D – Proposed Final Judgment

Attachment E – Privacy Act Protective Order

ATTACHMENT A

Attachment A – Accessibility Notice

This notice is for people who have a disability or live with someone who has a disability. Usually a person with a disability is being treated by a doctor. To have a disability, you must have trouble:

- walking
- seeing
- hearing
- speaking
- breathing
- learning
- working, or
- doing another major activity.

A disability does not include short-term problems like a broken leg. It also does not include a problem that is corrected, like someone who can see well with glasses.

If you or someone you live with has a disability, you may be able to get an accessible trailer from FEMA. Depending on the type of disability, you may be able to get a trailer with—

- A ramp
- Enough turning space for a wheelchair
- An accessible shower or tub
- Grab bars in showers, tubs, and near toilets

If you or someone you live with has a disability and needs an accessible trailer, call FEMA at 1-800-XXX-XXXX, from 8:00 a.m. to 6:00 p.m., Monday to Saturday. Tell FEMA what kind of disability you have and what you need to make a trailer accessible.

After you call, FEMA will tell you if it will

- Give you an accessible trailer
- Make changes in the trailer you have
- Help you find another place to live

FEMA will also tell you how long it will take. It may take FEMA up to 90 days to deliver a trailer, or longer if you don't have a suitable place to put it. If you already have a trailer, it may take up to 60 days to make the changes you need.

If you do not get an accessible trailer within these times, or you do not agree with FEMA's decision, please call 1-800-XXX-XXXX and FEMA will tell you how to obtain further assistance.

To obtain an accessible trailer within the times in this notice, you must contact FEMA at 1-800-XXX-XXXX before [date].

ATTACHMENT B

Attachment B – Louisiana Media

Instructions: For the Louisiana media list (down to “Multiple Station Radio”), the first line is the name of the media outlet, the second a contact person, the third the town where the office is located. The fax or email number is the fourth line—this is the way that the press release or PSA should be distributed. The fifth line is a telephone number to call for more information, if necessary.

LOUISIANA NEWSPAPERS

Advocate

Fred Kalmbach *Managing Editor*
Baton Rouge, LA
Fax (225) 388-0371; fkallmbach@theadvocate.com
(225) 383-1111

American Press

Brett Downer *Editor-in-Chief*
Lake Charles, LA
news@americanpress.com
(337) 494-4080

Courier

Keith Magill *Editor*
Houma, LA
Fax (985) 857-2244; marlene.callahan@houmatoday.com; ATTN Marlene
985) 857-2222

Daily Advertiser

Chere Coen *Editor*
Lafayette, LA
Fax (337) 289-6443 ATTN Lisa Thibodeaux
(337) 289-6300

Daily Iberian

Steve Bandy *Editor-in-Chief*
New Iberia, LA
Fax (337) 367-9640; dailyiberian@bellsouth.net; ATTN Steven Landry
(337) 365-6773

Daily Star

Hammond, LA
Fax (985) 543-0006
(985) 254-7827

Daily World

Lisa Faust *Editor*

Opelousas, LA

Fax (337) 948-6572; Write "press release" as the subject
(337) 942-4971

Natchitoches Times

Carolyn Roy *Editor*

Natchitoches, LA

Fax (318) 352-7842; news@natchitochetimes.com
318) 352-3618

News-Star

Ken Stickney *Managing Editor*

Monroe, LA

Fax (318) 362-0273
(318) 362-0289

Ruston Daily Leader

Chuck Cannon *Editor*

Ruston, LA

leader@tcainternet.com
318) 255-4353

Slidell Sentry-News

Sandy Cunningham *Editor*

Slidell, LA

Fax (985) 893-1527 ATTN Sandy Cunningham
(985) 643-4918

Southwest Daily News

Carla Vastos *Editor*

Sulphur, LA

Fax (337) 528-3044
(337) 527-7075

TheTownTalk

Richard Sharkey *Editor*

Alexandria, LA

Fax (318) 487-6488
(318) 487-6397

Times

Alan English *Editor*
Shreveport, LA
diyles@gannett.com
(318) 459-3200

Times-Picayune

Renee Peck *Editor*
New Orleans, LA
sfinch@timespicayune.com
(504) 826-3300

Associated Press - Baton Rouge, LA Bureau

Melinda Deslatte *Reporter*
Baton Rouge, LA
Wrong number
504) 343-1325

Associated Press - New Orleans, LA Bureau

Charlotte Porter *Bureau Chief*
New Orleans, LA
Fax (504) 586-0531
(504) 523-3931

Gannett News Service - Baton Rouge Bureau

John Hill *Bureau Chief*
Baton Rouge, LA
Fax (225) 346-8729
225) 342-7333

LOUISIANA TELEVISION**KALB-TV**

Sharyn Bowen *Program Director*
Alexandria, LA
Fax: (318) 449-4594
(318) 4452456

KAQY-TV

Doug Ginn *Program Director*
Monroe, LA
Fax: (318) 631-4195
(318) 6315677

KATC-TV

John Korbel *News Director*

Lafayette, LA

Fax: (337) 232-5282

(337) 2353333

KLAX-TV

Bob Kennon *News Director*

Alexandria, LA

Fax: (318) 473-9984

(318) 4730031

KLFY-TV

Mike Barras *General Manager*

Branch, LA

Fax: (337) 981-6533 Attn: News

(337) 9814823

KLPB-TV

Lisa Stansbury *Development Director*

Baton Rouge, LA

Fax: (225) 767-4277

(225) 7675660

KLTL-TV

Lisa Stansbury *Development Director*

Baton Rouge, LA

Fax: (225) 767-4277

(225) 7675660

KNOE-TV

Ken Booth *News Director*

Monroe, LA

Fax: (318) 325-3405

(318) 3888888

KPLC-TV

James Smith *News Director*

Lake Charles, LA

Fax: (337) 439-9905

(337) 4399071

KSLA-TV

Gaylon Reasons *News Director*
Shreveport, LA
Fax: (318) 677-6705
(318) 2221212

KTAL-TV

Jean Byrd *Public Service Director*
Shreveport, LA
Fax: (318) 629-7171
(318) 6296000

KTBS-TV

Randy Bain *Editor*
Shreveport, LA
Email: pressreleases@ktbs.com
(318) 8615800

WAFB-TV

Robert Chandler *News Assignment Editor*
Baton Rouge, LA
Email: mcraig@wafb.com
(225) 3839999

WBRZ-TV

John Pastorek *News Director*
Baton Rouge, LA
Email: news@wbrz.com
(225) 3872222

WDSU-TV

Joseph Schiltz *Promotion Director*
New Orleans, LA
Fax: (504) 679-0733
(504) 6790600

WGNO-TV

Catherine Koppel *Editor*
New Orleans, LA
Fax: (504) 619-6332 Attn: News Desk
(504) 5253838

WLAE-TV

John Pela *Station Manager*
New Orleans, LA
Fax: (504) 840-9838
(504) 8667411

WVLA-TV

Joyce Harvey *Program Director*
Baton Rouge, LA
Fax: (225) 768-9200
(225) 7663233

WWL-TV

Jimmie Phillips *Station Manager*
New Orleans, LA
Fax: (504) 529-6472 Attn: News Director
Email: pressrelease@wwltv.com
(504) 5294444

WYES-TV

Beth Arroyo Utterbac *Program Director*
New Orleans, LA
Email: ahedgepeth@wyes.org
(504) 4865511

LOUISIANA RADIO**KCIL-FM**

Tanya West *News Director*
Houma, LA
Fax (985) 872-4403; ATTN Glen
(985) 8511020

KDBH-FM

George Sluppick *News Director*
Natchitoches, LA
Fax (318) 256-0950
(318) 2560555

KEDG-FM

Tony Brown *News Director*
Alexandria, LA
(318) 4200106

KEZM-AM

Bruce Merchant *General Manager*
Sulphur, LA
kezml310am@structurex.net
(337) 5273611

KJCB-AM

Carol Thomas *Program Director*
Lafayette, LA
Fax (337) 235-9681; ATTN Carol Thomas
(337) 2334262

KJIN-AM

Tanya West *News Director*
Houma, LA
Fax (985) 872-4403; ATTN Glen
(985) 8511020

KJLO-FM

John Reynolds *news director*
Monroe, LA
Fax (318) 388-0569
(318) 388-2323

KKGB-FM

Craig Morrison *News Director*
Lake Charles, LA
Fax (337) 436-7278; ATTN Larry Leblanc
(337) 4393300

KLSA-FM, KDAQ-FM

Adam Giblin *Program Director*
Shreveport, LA; Alexandria, LA, Lufkin, TX
Fax (318) 797-5265
(318) 7975150

KNOC-AM

John Brewer *Operations Director*
Natchitoches, LA
Fax (318) 352-9598
(318) 3544000

KNOE-AM
KNOE-FM
News Director
Monroe, LA
Fax (318) 325-9466
(318) 3888888

KPEL-AM
Lafayette, LA
Fax (337) 234-7360
(337) 2336000

KPEL-FM
David Steel Public Affairs Director
Lafayette, LA
Fax (337) 233-2989
(337) 2322242

KQID-FM
Rick Stevens News Director
Alexandria, LA
Fax (318) 473-1960
(318) 4451234

KQXL-FM
Mya Vernon Promotion Director
Baton Rouge, LA
Fax (225) 928-1606
(225) 9261106

KRJO-AM
C.H. Murray Station Manager
Monroe, LA
Fax (318) 388-0569
(318) 388-2323

KRRQ-FM
Tony Burks Program Director
Lafayette, LA
Fax (337) 233-3779
(337) 2321311

KRRV-FM

Kathy Carsons *News Director*
Alexandria, LA
Fax (318) 442-2747
(318) 4437454

KRVS-FM

Lafayette/Lake Charles, LA
Dave Spizale, General Manager
Fax : (337) 482-6101 or EMAIL dspizale@krvs.org
1-800-892-6827

KRVV-FM

News Director
Monroe, LA
Fax (318) 388-0569
(318) 3221914

KSMB-FM

Bill Producer
Lafayette, LA
Fax (337) 233-3779
(337) 2321311

KTDY-FM

Mike Grimsley *General Manager*
Lafayette, LA
Fax (337) 234-7360
(337) 2322242

KYKZ-FM

Larry Beck *News Director*
Lake Charles, LA
Fax(337) 436-7278
(337) 4393300

KZMZ-FM

Kathy Carsons *News Director*
Alexandria, LA
Fax (318) 442-2747 ATTN Cindy
(318) 4437454

KZWA-FM

Charles Washam *News Director*

Lake Charles, LA

Fax (337) 433-8097

(337) 4919955

WBOK-AM

Annette Pete *Program Director*

New Orleans, LA

contact info not available

WDGL-FM

Ted Kelly *Program Director*

Baton Rouge, LA

Fax (225) 499-9800

(225) 3889898

WGSO-AM

Charles Travis *News Director*

Metairie, LA

Fax (504) 830-7200

(504) 8323555

WIBR-AM

Randy Chase *Program Director*

Baton Rouge, LA

Fax (225) 928-1606 Attn: Leah

(225) 9261106

WJBO-AM

Shauna Sanford *News Director*

Baton Rouge, LA

Fax (225) 231-1873 Attn: PSA's

(225) 2311860

WLMG-FM

Steve Suter *On-Air Anchor*

New Orleans, LA

Fax (504) 593-2099

(504) 5936376

WRBH-FM

New Orleans, LA

Fax (504) 899-1165 Attn: Jakie

(504) 8991144

WRKF-FM

Karen Anderson *News Director*

Baton Rouge, LA

Fax (225) 926-3105

(225) 9263050

WSLA-AM

Paul Mayoral *Promotion Director*

Slidell, LA

Fax (985) 649-9822

(985) 6431560

WSMB-AM

Craig Jacobes *General Manager*

New Orleans, LA

Fax (504) 593-2099

(504) 5936376

WTIX-FM

Bob DelGiorno *Sports Director*

Metairie, LA

Fax (504) 454-9002

(504) 4549000

WWL-AM

Craig Jacobes *General Manager*

New Orleans, LA

Email: WWLNewsroom@yahoo.com

(504) 5932100

WWNO-FM

David Srebnik *Program Director*

New Orleans, LA

Email: kanklam@uno.edu Attn: Karen Anklam

(504) 2807000

WWOZ-FM

David Freedman *General Manager*

New Orleans, LA

Email: events@wwoz.org

(504) 5681238

WYLD-FM

Monica Pierre *News Director*
New Orleans, LA
Fax: (504) 679-7343
(504) 6797300

WYNK-AM

Dick Lewis *General Manager*
Baton Rouge, LA
Fax: (225) 231-1873
(225) 2311860

WYNK-FM

Shauna Sanford *News Director*
Baton Rouge, LA
Fax: (225) 231-1873
(225) 2311860

MULTIPLE STATION RADIO

Instructions: Capstar, Citicasters, and Clear Channel are all one group= Total 22 stations in Louisiana. To distribute to these stations in Louisiana, Fax: (225) 231-1879 Attn: Lori Hardeson, and state "Please send to all stations in Louisiana"

Capstar (10)

Licensee:

CAPSTAR TX LIMITED PARTNERSHIP

Address:

2625 S MEMORIAL DR, SUITE A

Address 2:

City:

TULSA

State:

OK

Zip Code:

74129 - 2623

Phone Number:

(918) 664-4581

Citicasters (4)

Licensee: CITICASTERS LICENSES, L.P.
Address: 2625 S MEMORIAL DR, SUITE A
Address 2:
City: TULSA
State: OK
Zip Code: 74129 - 2623
Phone Number: (918) 664-4581

Clear Channel (8)

Licensee: CLEAR CHANNEL BROADCASTING LICENSES, INC.
Address: 2625 S MEMORIAL DR, SUITE A
Address 2:
City: TULSA
State: OK
Zip Code: 74129 - 2623
Phone Number: (918) 664-4581

For remaining multiple station broadcasters, please send to fax numbers or email addresses highlighted below, with instructions to distribute in appropriate markets:

Citadel (14)

Citadel Licensee: CITADEL BROADCASTING COMPANY
Address: 7201 W LAKE MEAD BLVD STE 400
Address 2:
City: LAS VEGAS
State: NV
Zip Code: 89128 - 8366
Phone Number: (702) 804-5200
Baton Rouge (225) 926-1106
Fax: (225) 928-1606 Attn: Press Release

Cumulus (11)

Licensee:

CUMULUS LICENSING LLC

Address:

3535 PIEDMONT ROAD

Address 2:

BUILDING 14, 14TH FLOOR

City:

ATLANTA

State:

GA

Zip Code:

30305 -

Phone Number:

(404) 949-0700

Lake Charles Market

Phone: (337) 439-3300

Fax: (337) 436-7287 NOTE: PSA –Send to all stations

Shreveport Market

Phone : (318) 549-8500

Fax: (318) 549-8505 –Send to all stations

La. Educational Television Authority (10)

Licensee: LOUISIANA EDUCATIONAL TELEVISION AUTHORITY

Address: 7733 PERKINS RD

Address 2:

City: BATON ROUGE

State: LA

Zip Code: 70810 -

Phone: (225) 767-5660

Fax: (225) 763-8710 Send to all stations

Guarantee Broadcasting (8)

Licensee: GUARANTY BROADCASTING COMPANY OF BATON ROUGE, LLC

Address: 929 GOVERNMENT ST STE B

Address 2:

City: BATON ROUGE

State: LA

Zip Code: 70802 - 6034

Phone Number: (225) 383-0355

Fax: (225)499-9800 Attention Scotty Drake Please send to all stations

Regent Broadcasting (7)

REGENT BROADCASTING OF LAFAYETTE, INC.

Address:

2000 FIFTH THIRD CENTER

Address 2:

511 WALNUT STREET

City:

CINCINNATI

State:

OH

Zip Code:

45202 -

Phone Number:

(859) 292-0030

La. Market Phone: (337) 233-6000 (Paul Sonnier)

Fax: (337) 234-7360 Attn: Carrie

Note: Please send to all stations

Holladay (7)

Licensee: HOLLADAY BROADCASTING OF LOUISIANA, LLC

Address: 1109 HUDSON LANE

Address 2:

City: MONROE

State: LA

Zip Code: 71211 -

Phone Number: (318) 322-1914

Fax: (318) 388-0569 Note: Send to all stations

Apex (6)

Licensee: APEX BROADCASTING, INC.

Address: 2294 CLEMENTS FERRY ROAD

Address 2:

City: CHARLESTON

State: SC

Zip Code: 29492 -

Phone Number: (843) 972-1100

La. Phone: (337) 433-1641

Fax: (337) 433-2999 Attn: PSA Please send to all radio stations

Entercom (6)

Licensee: ENTERCOM NEW ORLEANS LICENSE, LLC
Address: 401 CITY AVENUE
Address 2: SUITE 809
City: BALA CYNWYD
State: PA
Zip Code: 19004 -
Entercom New Orleans 504-593-NEWS(6397)
Fax: 593-2099
Email: WWLNewsroom@yahoo.com

Access one (5)

ACCESS.1 LOUISIANA HOLDING COMPANY LLC
Address: 1155 CONNECTICUT AVENUE NW
Address 2: SIXTH FLOOR
City: WASHINGTON
State: DC
Zip Code: 20036 -
Phone Number: (202) 861-0870
La. (318) 445-0800
Fax: (318) 445-1445

Opus (5)

Licensee: OPUS BROADCASTING ALEXANDRIA LLC
Address: 950 THIRD AVENUE
Address 2: 19TH FLOOR
City: NEW YORK
State: NY
Zip Code: 10022 -
Phone Number: (212) 634-3376
La. Phone: (318) 487- 1035
Fax: (318) 487-1045 Attn: Steve Coco

Communications Capital (5)

Licensee: COMMUNICATIONS CAPITAL COMPANY II OF LOUISIANA, LLC
Address: 1111 MICHIGAN AVENUE
Address 2: SUITE 301
City: EAST LANSING
State: MI
Zip Code: 48823 - 1096
Phone Number: (517) 351-3222
KRUS phone: (318) 255-2530
Fax: (318) 255-5084 Attn: James Cooper

Pittman (5)

Licensee: PITTMAN BROADCASTING SERVICES, LLC

Address: 307 S. JEFFERSON AVENUE

Address 2:

City: COVINGTON

State: LA

Zip Code: 70433 - 3135

Phone Number: (337) 312-9792

Mandeville : 985-624-9452

Fax: 985) 624-9559 note: Please send to all stations

Noe (4)

Licensee: NOE CORP., LLC

Address: 1400 OLIVER ROAD

Address 2:

City: MONROE

State: LA

Zip Code: 71201 -

Phone: (318) 388-8888

Fax: (318) 325-9466 Attn: PSA

Radio for the Blind and Handicapped (1)

Licensee: RADIO FOR THE BLIND & HANDICAPPED, INC.

Address: 3606 MAGAZINE STREET

Address 2:

City: NEW ORLEANS

State: LA

Zip Code: 70115 -

Phone: 899-1144

Fax: 899-1165 Attn: Jackie

Attachment B – Non-Louisiana Media

Major Radio Markets

National

Entercom

ENTERCOM MEMPHIS
5904 Ridgeway Center Parkway
Memphis, TN 38120
Phone: (901)767-0104

Cumulus

Market : Beaumont (6)
Address: 755 S. 11th Street Suite # 102 P. O. Box 870 Beaumont TX,77704
Tel.: 409-833-9421
Fax: 409-833-9296

Market : Houston (2)
Address: 2700 Post Oak Blvd Suite 2300 Houston Texas,77056
Tel.: 713-300-3500
Fax: 713-300-3585

Market : Lake Charles (6) (also listed in Louisiana Media list)
Address: 425 Broad Street Lake Charles LA,70601
Tel.: 337-439-3300
Fax: 337-433-7701

Market : Shreveport (5) (also listed in Louisiana Media list)
Address: 270 Plaza Loop Louisiana Boardwalk Bossier City LA,71111
Tel.: (318) 549-8500
Fax: (318) 549-8505

Market : Nashville
Address: 10 Music Circle East Nashville TN,37203
Tel.: 615-321-1067
Fax: 615-321-5808

Market : Mobile (6)
Address: 2800 Dauphin Street Suite 104 Mobile AL,36606
Tel.: 251-652-2000
Fax: 251-652-2001

Market : Huntsville (4)
Address: 1717 Highway 72 East Athens AL,35611
Tel.: (256) 830-8300
Fax: (256) 232-6842

Market : Columbus/Starkville Ms. (7)
Address: 601 2nd Avenue North Court Square Towers Columbus MS,39701
Tel.: 662-327-1183
Fax: 662-328-1122

Clear Channel

Alabama (25)

Louisiana (11) (Note: send to Laurie Hardeson as per Louisiana media list)

Mississippi (4)

Texas (34)

Tennessee (22)

Clear Channel Communications
200 E. Basse
San Antonio, TX 78209
Phone: 210-822-2828
Fax: 210-822-2299

Citadel

Alabama (11)

Louisiana (16) (Note: these are also covered in the Louisiana media list)

Tennessee (10)

7201 W. Lake Mead Blvd.
Suite 400
Las Vegas, NV 89128
Phone: (702) 804-5200
Fax us: (702) 804-5936

Mississippi

Urban Radio (3)

608 Yellowjacket Drive
Starkville, MS 39759
Phone: 662.338.5424
Fax: 662.338.5436

American Family Association (189)

Licensee: AMERICAN FAMILY ASSOCIATION (189)

Address: PO BOX 2440

Address 2:

City: TUPELO

State: MS

Zip Code: 38803 - 2440

Phone Number: (662) 844-8888

Mississippi Authority for Educational Television (14)

3825 Ridgewood Road

Jackson MS 39211

601-432-6565

Fax: (601) 432-6927 attn: PSA

Cumulus (8)

Market : Columbus/Starkville Ms. (7)

Address: 601 2nd Avenue North Court Square Towers Columbus MS,39701

Tel.: 662-327-1183

Fax: 662-328-1122

Monterey (6)

Licensee: MONTEREY LICENSES, LLC

Address: 2511 GARDEN ROAD, BUILDING A

Address 2: SUITE 104

City: MONTEREY

State: CA

Zip Code: 93940 -

Phone Number: (831) 655-6350

Gulfport (228) 388-2001

Texas

Capstar

600 CONGRESS AVENUE

AUSTIN, TX 78701

Phone: (512) 340-7800

Fax: (512) 380-8501

Mississippi

Newspapers

1. The Sun Herald
The Sun Herald
P.O. Box 4567
Biloxi, MS 39535
228-896-2420
www.thesunherald.com

Newsroom: 228-896-2390 Email: mynews@sunherald.com

2. Hattiesburg American
PO BOX 1374
Hattiesburg, MS 39401
601-450-4445
601-582-4321
www.hattiesbergnews.info

Submit press release on line:

www.hattiesburgamerican.com/apps/pbcs.dll/section?Category=CUSTOMERSERVICE03

3. The Clarion-Ledger
The Clarion-Ledger
201 S. Congress St.
Jackson, MS 39201
601-961-7000
In-state Watts number: 800-222-8015
www.clarionledger.com/

Metro News Editor: Grace Simmons, 601-961-7250

News/Copy Desk Editor: Jenny Humphryes 601-961-7238

4. Mississippi Press
Mississippi Press
1225 Jackson Ave
Pascagoula, MS 39567
228-762-3805, 228-762-1111
Fax: 228-934-1454 or 228-934-1474
www.gulfive.com/mississippipress
msnews@themississippipress.com

Coastlines Editor: Susan Ruddiman, 228-934-1419

msfeatures@themississippipress.com

Managing Editor: Paul South, 228-934-1423

psouth@themississippipress.com
mseditor@themississippipress.com

5. Meridian Star
P.O. Box 1591
Meridian, MS 39302
601-693-1551
Toll Free: 800-232-2525
www.meridianstar.com

General Manager: John Bohl - Ext. 3211
News Fax: 601-485-1275
News Desk: Kassie Rowell - Ext. 3274

6. Desoto Appeal
230 Goodman Rd E
Southaven, MS 38671
901-333-2020
www.commercialappeal.com/mca/desoto

7. Madison County Herald
670 Highway 51
Ridgeland, MS 39157
601-853-2899
www.mcherald.com

Managing Editor: J. Ben Kelly, 601-853-8783
jbkelly@mcherald.com

8. Neshoba Democrat
P.O. Box 30
Philadelphia, MS 39350
601-656-4000
www.neshobademocrat.com

Managing Editor: Debbie Meyers

9. Starkville Daily News
P.O. Box 1068
Starkville, MS 39759
662-323-1642
www.starkvilledailynews.com

Editor: sdneditor@starkvilledailynews.com
Managing Editor: Brian Hawkins

10. Northeast Mississippi Journal
P.O. Box 909
Tupelo, MS 38802
662-842-2611
www.mediatico.com
www.djournal.com

Television stations

1. WLOX
P.O. Box 4596
Biloxi, MS 39535
www.wlox.com
wlox@wlox.com

Newsroom: news@wlox.com; (fax) 228-896-2596

Public Service Announcements: e-mail Todd Durbin in the WLOX-TV Marketing Department at branding@wlox.com

Post on community calendar: www.wlox.com/Global/link.asp?L=81603&nav=6uyeEngN

2. WAPT
www.wapt.com

3. WTOK-TV
815 23rd Ave
Meridian, MS 39301
601-693-1441
fax: 601-483-3266
www.wtok.com
wtok@wtok.com

News and community calendar: news@wtok.com

4. WJTV
1820 TV Road
Jackson, MS 39204-4148
601-372-6311
fax: 601-372-8798

News story suggestion: rrussell@wjtv.com, news@wjtv.com

Community calendar:

eventcalendar.mgnetwork.com/index.cfm?fuseaction=home.open&siteid=jtv

5. WXXV-TV
www.fox25.com
6. WDAM-TV
P.O. Box 16269, Hattiesburg, MS 39404.
www.wdam.com

News tips and story ideas: news7@wdam.com

7. WLBT-TV
715 South Jefferson Street
Jackson, Mississippi 39201
601-948-3333 (main switchboard)
www.wlbt.com

Newsroom: 601-960-4426, (fax) 601-355-7830; news@wlbt.com

8. WMPN-TV
3825 Ridgewood Road
Jackson MS 39211
601-432-6565 ; 1-800-922-9698
www.etv.state.ms.us

phyllis.allen@mpbonline.org

Radio Stations

1. WMJY (FM)
286 Debuys Rd.
Biloxi, MS 39531
228-388-2323
fax: 228-388-2362
www.magic937.com
reggiebates@clearchannel.com
2. WBSL
1190 Casino Magic Drive
Bay Saint Louis, MS 39520
228-467-1190
fax: 228-467-5295

3. WTNI (AM)
1909 E. Pass Rd.
Suite D-11
Gulfport, MS 39507
228-388-2001
fax: 228-996-9114
www.1640wtni.com
4. WFOR(FM)
One Commerce Drive, #106
Hattiesburg, MS 39402
601-544-1400
fax: 601-582-5481
5. WUSW (FM)
One Commerce Drive,
Hattiesburg, MS
601-544-1037
fax: 601-582-5481
6. WORV(AM)
1204 Graveline Street
Hattiesburg, MS
601-544-1941
fax: 601-544-1947
7. WJWG (FM)
1204 Graveline Street
Hattiesburg, MS
601-544-1941
fax: 601-544-1947
8. WHLH (FM)
1375 Beasley Rd.
Jackson, MS 39206
601-982-1062
fax: 601-362-1905
www.hallelujah955.com
9. WJDX (AM)
Box 31999
Jackson, MS 39286
601-982-1062
fax: 601-362-1905
www.wjdx.com

10. WMSI (FM)
1375 Beasley Road
Jackson, MS 39206
601-982-1062
fax: 601-362-1905
www.miss103.com

Contact: Kenny Windham
11. WKXI (AM)
Box 9446
Jackson, MS 39286
6001-957-1300
fax: 601-956-0516
12. WOAD(AM)
731 S. Pear Orchard Street, Suite 27
Jackson, MS 39157
601-957-1300
fax: 601-956-0516
www.woad.com
13. WJMI (FM)
731 S. Pear Orchard Street
Jackson, MS 39157
601-957-1300
fax: 601-956-0516
14. WWJK (FM)
222 Beasley Rd.
Jackson, MS 39206
www.arrow94.com
mail94@arrow94.com
15. WZRX (AM)
Box 9734
Jackson, MS
601-981-9080
fax: 601-981-9093
16. WUSJ
265 High Point Drive
Jackson, MS
601-956-0102
fax: 601-978-3890
www.us963.com

17. WALT(AM)
Box 5797
Meridian, MS 39302
601-693-2661
fax: 601-483-0826
18. WJDQ (FM)
4307 Hwy. 39 N.
Meridian, MS 39301
601-693-2381
fax: 601-485-2972
19. WMER (AM)
1106 18th Ave
Meridian, MS 39301
601-693-9637
fax: 601-693-9637
20. WMMZ (FM)
3436 Hwy. 45 N.
Meridian, MS 39301
601-693-2661
fax: 601-483-0826
wmmz@wokk.com
21. WMOX (AM)
Box 5184
Meridian, MS 39302
601-693-1891
fax: 601-483-1010
wmox@wmox.net
www.wmox.net
22. WNBM (AM)
266 23rd Street
Meridian, MS 39301
601-483-3401
fax: 483-3411
www.wnbn.onlineyp.net

23. WKNN (FM)
286 Debuys
Biloxi, MS 39531
228-388-2323
fax: 228-388-2362
www.k99fm.com
24. WXRG (FM)
109 E. Pass Rd.
Suite D-11
Gulfport, MS 39507
228-388-2001
fax: 228-896-9736
wxrg@wxrgfm.com
www.wxrgfm.com
25. WPMP (AM)
5115 Telephone Rd.
Pascagoula, MS 39567
228-762-5683
fax: 228-762-1222
wzzjam1580@aol.com
26. WAVN (FM)
1336 Brookhaven Dr.
Southaven, MS 38671
662-393-8056
662-393-8066
27. WELO (AM)
Box 410
2214 S. Gloster Ave
Tupelo, MS 38801
662-842-7658
fax: 662-842-0197
28. WZLQ (FM)
Box 410
2214 S. Gloster Ave
Tupelo, MS 38801
662-842-7658
fax: 662-842-0197

29. WKMQ (AM)
Box 3300
Tupelo, MS 38803
662-842-1067
fax: 601-842-0725
rickstevens@clearchannel.com

30. WMAH (FM) & WMPN (FM) & WMAV (FM)
3825 Ridgewood Rd.
Jackson, MS 39211
601-432-6565
fax: 601-432-6806
www.mpbonline.org

31. WAII (FM) & WPAS (FM) & WAFR (FM) & WAJS (FM) & WAQB (FM)
American Family Radio
P.O. Box 3206
Tupelo, MS 38803
662-844-8888
fax: 662-842-6791
www.afr.net

32. WMPR(FM)
Box 9782
Jackson, MS 39286
601-948-5835
fax: 601-948-6162
www.wmpr901.com
wmpr@wmpr901.com

Alabama

Newspapers

1. Mobile Press Register
P.O. Box 2488
Mobile, AL 36652-2488
251.219.5454 - 800.239.1659
www.mobileregister.com

Managing Editor: Dewey English, 251-219-5612
newsroom@press-register.com

2. Montgomery Advertiser
www.montgomeryadvertiser.com
Send press releases to:
www.montgomeryadvertiser.com/customerservice/pressrelease.htm

Managing Editor: Mel Gray, 334-261-1516
Metro Editor: Jack Mitchell, 334-240-9268

3. The Birmingham News
2200 4th Avenue North
Birmingham, AL 35203
205-325-2222
www.bhamnews.com
- P.O. Box 2553
Birmingham, AL 35202

Metro Editor: Wayne Hester, 205-325-2478, FAX: (205) 325-2283
whester@bhamnews.com
State Editor: Glenn Stephens, 205-325-2482, FAX: (205) 325-2283
gstephens@bhamnews.com

4. Dothan Eagle
P.O. Box 1968
Dothan, AL 36302
334-792-3141
www.dothaneagle.com
- 227 N. Oates St
Dothan, AL 36301

5. Huntsville Times
2317 South Memorial Parkway
Huntsville, AL 35801
256-532-4000
800-239-5271
fax: 256-532-4213
www.htimes.com

Metro Editor: Curtis Coghlan, ccoghlan@htimes.com
News Editor: Joe Duncan, jduncan@htimes.com
City Editor: Shelly Haskins, shaskins@htimes.com
General Newsroom: htimes@htimes.com

Television stations

1. Alabama Public Television
2112 11th Ave South, Suite 400
Birmingham, AL 35205
205-328-8756
800-239-5233
fax: 205-251-2192
www.aptv.org

News Hotline: 334-264-9900, 800-239-5239

2. WABM-TV
Birmingham, AL
www.wabm68.com

Submit to community calendar: www.wabm68.com/community/event_submit.shtml

3. WIAT-TV
2075 Golden Crest Drive
Birmingham, AL 35209
205-322-4200
www.wiat.com

Newsroom Fax: 205-320-2722

News tips: yporter@wiat.com

News press Release: newsrelease@wiat.com

4. WVTM-TV
1732 Valley View Drive
Birmingham, AL 35209
205-558-7300
www.nbc13.com/index.html

News tip (check "news tip"): www.nbc13.com/contactus/index.html

5. WTTO-TV
Birmingham, AL
www.wtto21.com

Submit to community calendar: www.wtto21.com/community/event_submit.shtml

6. WJTC-TV
661 Azalea Road
Mobile, AL 36609
251-602-1544; 877-765-1544
fax: 251-602-1547
www.myupn44.com/Default.aspx

News Hotline: 251-602-1558

7. WKRG-TV
555 Broadcast Dr.
Mobile, Alabama 36606
251- 479-5555
fax: 251-473-8130
www.wkrg.com

News Room fax: 251-662-3071
Assignment desk: assignmentdesk@wkrg.com
tv5@wkrg.com

8. WPMI-TV
661 Azalea Road
Mobile, Alabama 36609
251-602-1500
fax: 251-602-1547
www.wpmi.com

News Tip Hotline: 251-602-1558; fax: 251-602-1550
News Department: nbc15@wpmi.com
Public Service Announcements: mobileTV-publicservice@clearchannel.com
Calendar Submissions: mornings@wpmi.com

9. WAKA-TV
3020 East Boulevard
Montgomery, Alabama 36116
334-271-8888; 800-467-0424
fax: 334-272-6444
www.waka.com

Montgomery Newsroom: 334-270-9252; 800-467-0401; fax: 334-244-7859
West Alabama Newsroom: 334-872-2125; fax: 334-872-3787
South Alabama Newsroom: 334-427-1884

10. WSFA-TV
Montgomery, AL
334-288-1212
www.wsfa.com

Newsroom: 334:284-5276; fax: 334-613-8303
News@wsfa.com

Radio Stations

1. WBPT (FM)
301 Beacon Pkwy
Suite 200
Birmingham, AL 35209
205-916-1100
fax: 205-916-1152
www.biminghampoint.com
2. WDJC (FM)
2727 19th Place South
Birmingham, AL 35209
205-879-3324
fax: 205-802-4555
www.93.7wdjc.com
3. WMJJ (FM)
530 Beacon Pkwy West
Suite 600
Birmingham, AL 35209
205-439-9600
fax: 205-439-8390
www.magic96fm.com
4. WUHT (FM)
244 Goodwin Crest Drive
Suite 300
Birmingham, AL 35209
205-942-4646
fax: 205-942-3175
www.hot1077radio.com

5. WXJC (AM)
244 Goodwin Crest Drive
Suite 126
Birmingham, AL 35209
205-942-9033
fax: 205-942-1087
wydeinfo@crawfordbroadcasting.com
www.crawfordbroadcasting.com

6. WAPI (AM)
244 Goodwin Crest Drive
Suite 126
Birmingham, AL 35209
205-942-1004
fax: 205-942-1906
www.wapi1070.com

7. WYSF (FM)
244 Goodwin Crest Drive
Suite 126
Birmingham, AL 35209
205-942-1004
fax: 205-942-1906
www.wapi1070.com

9. WGIB (FM)
1137 10th Place S.
Birmingham, AL 35205
205-323-1516
fax: 205-323-2747
nmills@gleniris.net
www.glenirisbaptist.org

10. WABB (AM & FM)
1551 Springhill Ave
Mobile, AL 36604
251-432-5572
fax: 251-438-4044
b.dittman@wabb.com
www.wabb.com

11. WGOK (AM)
2800 Dauphin St
Suite 104
Mobile, AL 36606
251-652-2000
fax: 251-652-2001
www.cumulus.com

12. WKSJ (FM)
555 Broadcast Drive
3rd Fl.
Mobile, AL 36606
251-450-0100
fax: 251-497-3418
www.95ksj.com

13. WMOB (AM)
Box 63
Mobile, AL 36601
251-432-1360
fax: 251-432-1396

14. WRKH (FM)
555 Broadcast Dr.
3rd Fl.
Mobile, AL 36606
www.961therocket.com

15. WHIL (FM)
Box 8509
Mobile, AL 36689-0509
251-380-4655
fax: 251-460-2189
whil@whil.org
www.whil.org

16. WACV (AM)
Box 210723
4101-A Wall St.
Montgomery, AL 36121
334-244-1170
fax: 334-279-9563
www.wacv1170.com

17. WHHY(FM)
One Commerce St.
Suite 300
Montgomery, AL 36104
334-240-9274
fax: 224-279-9219
www.y102montgomery.com

18. WLWI (AM & FM)
One Commerce St.
Suite 300
Montgomery, AL 36104
334-240-9274
fax: 224-279-9219
www.culumus.com

19. WLBF (FM)
Box 210789
Montgomery, AL 36121-0789
334-271-8900
fax: 334-260-8962
mail@faithradio.org
www.faithradio.org

Texas

Newspapers

1. Beaumont Enterprise
www.beaumontenterprise.com

Submit community news: home.southeasttexaslive.com/Forms/community

Local news: localnews@beaumontenterprise.com

Managing editor: bpearson@hearstnp.com

2. Houston Chronicle
801 Texas Ave.
Houston, TX 77002
713-362-7171
www.chron.com

News tips: news@chron.com

3. San Antonio Express News
PO Box 2171
San Antonio, Texas 78297-2171
210-225-7411
210-250-3000
fax : 210-351-7372.
www.express-news.com

Email press releases to: citydesk@express-news.net

4. Austin American Statesman
P.O. Box 670
Austin, Texas 78767
www.statesman.com

Managing Editor: Fred Zipp, 512-912-2983
State Editor: Gary Susswein, 512-445-3851; FAX: 512- 445-1707
Public/Legal Notices: 512-445-3832

5. Dallas Morning News
508 Young St.
Dallas, TX 75202
214-977-8222
www.dallasnews.com

Television stations

1. KVUE-TV
Austin, TX
www.kvue.com

Add event to community calendar: www.kvue.com/entertainment/events/addEvent.htm

2. KTBC-TV
Austin, TX
www.ktbc.com

3. KXAN-TV
P.O. Box 490
Austin, TX 78767
512-476-3636
fax: 512- 476-1520
www.kxan.com

News Hotline: 512-476-2863, fax:512-469-0630; news36@kxan.com

4. KLRU-TV
P.O. Box 7158
Austin, Texas 78713-7158
512-471-4811
fax: 512-475-9090

info@klru.org
support.klru.org/site/PageServer?pagename=homepage

5. KNVA-TV
P.O. Box 490
Austin, TX 78767
512-476-3636
fax: 512-476-1520
www.knva.com

News Hotline: 512-476-2863
News: news36@kxan.com

6. KFDM-TV
P.O. Box 7128
Beaumont, TX 77726-7128
409-892-6622
fax: 409-892-6665
www.kfdm.com

News stories: news@kfdm.com
Post on the community calendar: comcal@kfdm.com

7. WFAA-TV
606 Young St.
Dallas, TX, 75202
214-748-9631
www.wfaa.com

News Tips: news8@wfaa.com
Community calendar: www.wfaa.com/localnews/communitycalendar

8. KERA-TV
3000 Harry Hines Boulevard
Dallas, Texas 75201
214-871-1390
Metro 972-263-3151
fax 214-754-0635
www.kera.org

News leads: 214-871-1390

9. WKTRK-TV
3310 Bissonnet,
Houston TX 77005
713-666-0713
www.abclocal.go.com/ktrk

News Tips: 713-669-1313

10. KPRC-TV
Houston, TX
www.click2houston.com/index.html

11. KHOU-TV
1945 Allen Parkway
Houston, Texas 77019
713-526-1111
www.khou.com

News tips: 713-521-4398; fax: 713-520-7763; assignments@khou.com
Community calendar: fax: 713-284-8783
http://poseidon.belointeractive.com/cgi-bin/calendar/index.pl?Calendar=khou_events

Public service announcements: KHOU, 1945 Allen Parkway, Houston, Texas 77019

12. KABB-TV
4335 N.W. Loop 410
San Antonio, Texas 78229-5168
210-366-1129
fax: 210-377-4758
www.kabb.com

kabbtv@kabb.com
news@kabb.com

News Desk: 210-442-NEWS; fax: 210-442-6333

13. KUHT-TV
4343 Elgin
Houston, TX 77204-0008
713-748-8888
fax: 713-743-8867
www.houstonpbs.org/site/PageServer

14. KLRN-TV
501 Broadway
San Antonio, Texas 78215-1820
210-270-9000
800-627-8193
fax: 210-270-9078
www.klrn.org

15. KNVA-TV
P.O. Box 490
Austin, TX 78767
512-476-3636
fax: 512-476-1520
www.knva.com

News Hotline: 512-476-2863
News: news36@kxan.com

Radio Stations

1. KLBJ (AM & FM)
8309 N. 1-35
Austin, TX 78753
512-832-4000
fax: 512-832-4081
www.590klbj.com

2. KPEZ (FM) & KVET (FM)
3601 South Congress, #F
Austin, TX 78704-7213
512-684-7300
fax: 512-684-7441
www.z1023.com
www.kvet.com

3. KAZI (FM)
8906 Wall St.
Suite 203
Austin, TX 78754
512-836-9544
fax: 512-836-9563
kazifm@msn.com
www.kazifm.com

4. KMFA (FM)
300 N. Lamar
Suite 100
Austin, TX 78705
512-476-5632
fax: 512-474-7463
info@kfma.oeg
www.kfma.org

5. KLVI (AM)
2855 Interstate 10 east
Beaumont, TX 77702
409-896-5555
fax: 409-896-5599
www.klvi.com

6. KQXY(FM)
755 S. 11th St.
Suite 102
Beaumont, TX 77701
409-833-9421
fax: 409-833-9296
psanders@qt.rr.com
www.kqxy.com

7. KRCM (AM)
Box 22257
Beaumont, TX 77720-2257
409-835-1340
fax: 409-835-5686
manager@newsradiofox.com
www.newsradiofox.com

8. KYKR (FM)
2885 Interstate 10 East
Beaumont, TX 77702
409-896-5555
fax: 409-896-5599
www.kykr.com
9. KZZB (AM)
2531 Calder Ave
Beaumont, TX 77702
409-833-0990
fax: 409-833-0995
www.kzzbradio.com
10. KBFK (FM)
13331 Preston Rd.
Suite 1180
Dallas, TX 75240
972-331-5400
fax: 972-331-5560
www.979t1pbeat.com
11. KFXR (AM)
720 N. Saint Paul St.
Dallas, TX 75201
214-855-0002
fax: 214-855-0002
12. KJKK (FM)
7901 Carpenter Fwy.
Dallas, TX 75247
214- 630-3011
13. KCBI (FM)
Box 619000
Dallas, TX 75261-9000
817-792-3800
fax: 817-277-9929
kcbi@kcbi.org
www.kcbi.org

14. KERA (FM)
3000 Harry Hines Blvd.
Dallas, TX 75201
214-871-1390
fax: 214-740-9369
kerafm@kera.org
www.kera.org

15. KVTT (FM)
11061 Shady Tr.
Dallas, TX 75229
214-351-6655
fax: 469-522-0992
kvtt@kvtt.org
www.kvtt.org

16. KFJZ (AM)
7700 Carpenter Fwy.
Dallas, TX 75247
817-923-3424
fax: 817-923-3451
sarita@radioluz.com

17. KLNO (FM)
7700 Carpenter Fwy.
Dallas, TX 75247
214-525-0400
fax: 214-525-0473

(Spanish format - should press release be in Spanish?)

18. KPLX (FM)
3500 Maple at Turtle Creek
Suite 1600
Dallas, TX 75219
214-526-2400
Toll free: 888-462-1995
fax: 214-520-4343
www.995thewolf.com

19. WBAP (FM)
2221 E. Lamar
Suite 300
Arlington, TX 76006
817-695-1820
fax: 817-695-0014
wbap.com
20. KPFT (FM)
418 Lovett Blvd.
Houston, TX 77006
713-526-4000
fax: 713-526-5750
www.kpft.org
21. KTRU (FM)
6100 S. Main
Houston, TX 77005
713-348-4098
fax: 713-348-4093
ktru@ktru.org
www.noise.ktru.org
22. KTSU (FM)
3100 Cleburne St.
Houston, TX 77004
713-313-7591
fax: 313-7479
23. KUHF (FM)
4343 Elgin
3rd Floor
Houston, TX 77204-0887
713-743-0887
fax: 713-743-0868
kuhf@kuhf.org
www.kuhf.org
24. KFNC (FM)
2700 Post Oak Road Blvd.
Suite 2300
Houston, TX 77056
713-300-3585
fax: 713-300-3500

25. KHIB (FM)
Houston Christian Broadcasters Inc.
2424 South Blvd.
Houston, TX 77098-5196
713-520-5200
www.khcb.org

26. KQQK (FM)
3000 Bering Drive
Houston, TX 77057
731-315-3400
fax: 731-315-3506
juliocesar@xoradio.com
www.xoradio.com

(Partial Spanish format - should press release be in Spanish?)

27. KCOR (FM)
1777 N.E. Loop 410
Suite 400
San Antonio, TX 78217
214-821-6548
fax: 214-804-7820

(Partial Spanish format - should press release be in Spanish?)

28. KCYF (FM)
8122 Datapoint Dr., Suite 500
San Antonio, TX 78229
210-615-5400
fax: 214-615-5300
www.y100fm.com

29. WOAI (FM)
6222 N.W. IH-10
San Antonio, TX 78201
210-736-9700
fax: 210-735-8811
www.woai.com

30. KSTX (FM) & KPAC
8401 Datapoint Dr.
Suite 800
San Antonio, TX 78229
210-614-8977
210-614-8983
www.tpr.org

31. KSYM (FM)
1300 San Pedro Ave
San Antonio, TX 78212-4299
210-733-2787
fax: 210-733-2801
ksym@accd.edu
www.ksym.org

32. KYFS (FM)
9330 Corporate Dr.
Suite 808
San Antonio, TX 78154
210-651-9093
fax: 210-651-9093
kyfs@bbnradio.org
www.bbnradio.org

Tennessee

Newspapers

1. Memphis Commercial Appeal
495 Union Ave.
Memphis, TN, 38103
901-529-2345
800-444-6397
www.commercialappeal.com

Features Editor: Peggy McKenzie, 901-529-2341
Metro Editor: Louis Graham, 901-529-2333

2. Jackson Sun
P.O. 1059
Jackson, TN 38302
www.jacksonsun.com

Jackson-Madison County News: Amy , McDaniel, 731-425-9617
amcdaniel@jacksonsun.com
Region News: Donna Miller, 731-425-9617
dmiller@jacksonsun.com
Managing Editor: Africa Price, 731-425-9708
aprice@jacksonsun.com

3. Nashville Tennessean
1100 Broadway
Nashville, TN 37203
www.tennessean.com

Local news: 615-259-8095
General news and business: 615-259-8093
Managing Editor: David Green, 615-726-5989, dgreen@tennessean.com
News announcements: newstips@tennessean.com

4. Chattanooga Times
400 East 11th St.
Chattanooga, TN 37403
www.timesfreepress.com

News Managing Editor: Larry Henry, 423-757-6597
City Editor: Alison Gerber: 423-757-6408

Television stations

1. WTVC-TV
P.O. Box 60028 (mailing address)
Chattanooga, TN 37406
423-756-5500
www.newschannel9.com

News tips: 423-757-7320
News department fax: 423-757-7401
Events calendar: Mscott@NewsChannel9.com

2. WDEF-TV
3300 Broad Street
Chattanooga, TN 37408
423-785-1200
fax: 423-785-1273
www.wdef.com

News tips: news@wdef.com

Add event to community calendar:

<http://eventcalendar.mgnetwork.com/index.cfm?fuseaction=home.open&siteid=DEF>

3. WRCB-TV
Chattanooga, TN
www.wrcbtv.com

News stories: news@wrcbtv.com

4. WTCI-TV
Chattanooga, TN
www.wtci-tv45.com

5. WLFI-TV
6024 Shallowford Road, Suite 100
Chattanooga, TN 37421
423-893-9553
fax: 423-893-9853

Community calendar: wfi.promotions@wflity.com

6. WBBJ-TV
Jackson, TN
www.wbbjtv.com

Community Calendar: 346 Muse Street, Jackson, TN 38301, fax:731-423-8016

7. WPTY-TV
Memphis, TN
www.abc24.com

8. WREG-TV
803 Channel 3 Drive
Memphis, Tennessee 38103
901-543-2333
www.wreg.com

News tips: 901-543-2111

News tips and press releases: ethel.sengstacke@wreg.com; lisa.dandridge@wreg.com;
mark.woodall@wreg.com; corie.mitchell@wreg.com; dennis.turner@wreg.com;
leslie.isbell@wreg.com; tom.moo@wreg.com

9. WMC-TV
Memphis, TN
www.wmcstations.com

10. WLMT-TV
2701 Union Extd.
Memphis, TN 38112
901-323-2430
www.myeyewitnessnews.com

News Hotline: 901-321-7668; newsdesk@myeyewitnessnews.com

11. WKNO-TV
Memphis, TN
www.wkno.org
wknopi@wkno.org

12. WKRN-TV
441 Murfreesboro Road
Nashville, TN 37210
615-259-2200; 615-369-7222
www.wkrn.com

News: 615-369-7236; news@wkrn.com

Community events calendar: communityevents@wkrn.com

13. WTVF-TV
474 James Robertson Parkway
Nashville, TN 37219
www.newschannel5.com

News Tips: 615-254-6397; fax: 615-244-9883

14. WZTV
Nashville, TN
615-(615) 369-1717369-1717

Submit story ideas: news@fox17.com

To post an event on the community calendar: community@fox17.com

www.wztv.com

15. WSMV-TV
5700 Knob Road
Nashville, TN 37209
www.wsmv.com/index.html

News tips: 615-353-2231; news@wsmv.com

16. WUXP-TV
Nashville, TN

www.wuxp.com

To post a community event: notes@upn30.com

Radio Stations

1. WDEF (AM)
Box 11008
Chattanooga, TN 37401
423-321-6200
fax: 423-321-6264
2. WDOD (FM)
Box 11008
Chattanooga, TN 37401
423-321-6200
fax: 423-321-6264
3. WDYN (FM)
1815 Union Ave
Chattanooga, TN 37404
423-493-4382
fax: 423-493-4526
wdyn@wdyn.com
www.wdyn.com

4. WDXI (AM) & WMXX (FM)
Box 3865
Jackson, TN 38303-3845
731-427-9611
fax: 731-427-1321
5. WJAK (AM)
111 W. Main St.
Jackson, TN 38303-38301
731-427-9616
fax: 731-427-9302
bthomas@stn1077.com
6. WNWS (FM)
202 W. Lafayette St.
Jackson, TN 38301
731-423-8316
fax: 731-423-8304
newstalk@wnws.com
www.wnws.com
7. WTJS (AM) & WTNV (FM)
122 Radio Rd.
Jackson, TN 38301
731-427-3316
fax: 731-427-4576
8. WQOX (FM)
Telecommunications Center
2485 Union Avenue
Memphis, TN 38112
901-320-3460
fax: 901-454-7673
www.wqoxmes/admin/avery/mes.com
9. WBBP (AM)
369 GE Patterson Ave.
Memphis, TN 38126
901-278-7878
fax: 901-332-1707
www.bbless.com

10. WGKX (FM)
965 Ridge Lake Blvd
Memphis, TN 38119
901-682-1106
fax: 901-767-9531
www.kix106.com
11. WEGR(FM)
2650 Thousand Oaks Blvd.
Memphis, TN 38118
901-259-1300
fax: 901-259-6449
www.rock103.com
Rock103@aol.com
12. WWTQ (AM)
5904 Ridgeway Ctr. Pkwy.
Memphis, TN 38120
901-767-0104
fax: 901-767-0582

13. WAMB (AM & FM)
1617 Lebanon Pike
Suite 100
Nashville, TN 37210
615-889-1960
fax: 615-902-9108
wamb@bellsouth.net

(Note: partial Spanish format - should press release be in Spanish?)

14. WKDF (FM)
Box 101604
Nashville, TN 37224
615-244-9533
fax: 615-259-1271
www.1-3WKDF.com
15. WLAC (AM)
55 Music Sq. West
Nashville, TN 37203
615-664-2400
fax: 615-664-2457
www.1510wlac.com

16. WNQM (AM)
1300 WWCR Ave
Nashville, TN 37218
615-255-1300
fax: 615-255-1311
www.wwcr.com

(Partial Spanish format - should press release be in Spanish?)

17. WSIX (FM)
55 Music Square West
Nashville, TN 37203
615-664-2400
fax: 615-664-2457

18. WPLN (FM)
630 Mainstream Dr.
Nashville, TN 37228-1204
615-760-2903
fax: 615-760-2904
talkback@wpln.org
www.wpln.org

Georgia

Newspapers

1. Atlanta Journal-Constitution
72 Marietta St NW Ste 4
Atlanta, GA 30303-2899
404-577-5772
www.ajc.com

Editor: Julia Wallace, 404-526-7679, jdwallace@ajc.com

2. Marietta Daily Journal
580 Fairground St SE
Marietta, GA 30060-2797
770-795-3000
www.mdjonline.com

Nat'l News Desk: Ken Denney, 404-422-9533
Managing Editor: Billy Mitchell

3. www.paulding.com
(free on-line newsboard)

4. www.cobbtalks.com
(free on-line newsboard)

ATTACHMENT C

FEMA Screening Questions

IF: Applicant calls the 800 number in response to the flyer:

THEN: Preamble (to be read to applicants):

I would like to ask you some questions to find out what you need from FEMA. You have stated that you or a household member has a disability such as long-term physical or health problems, mental health issues, or learning problems that make it hard to do certain things. You do not have to answer these questions, but if you don't answer them, we may not know how to help you or properly determine what you need. FEMA will keep the information you give us confidential.

1. Who in your household has a disability? _____
2. Name and age of person in the household who has the disability:

3. Relationship to you: _____
4. What type of disability is it? _____
5. Describe the disability: _____
6. Does the person use any type of mobility aid (such as a wheelchair, cane, or walker)?

7. What kind? If a wheelchair, is it a manual wheelchair, a power chair, or a scooter?

8. Is the mobility aid used at all times or only part of the time? Explain:

9. What do you or the household member need? Check all that apply:
 - Ramp with handrails to entrance of trailer or hotel _____
 - Sturdy steps with handrails on steps at entrance to trailer or hotel _____
 - Doorways wide enough for a wheelchair _____
 - Raised toilet seat _____

- o Grab bars around toilet _____
- o Accessible (roll-in) shower _____
- o Bathtub with low sides _____
- o Grab bars in tub or shower _____
- o Bath bench or shower chair (specify) _____
- o Hand held shower controls _____
- o Cut-out area under bathroom sink so chair can pull under _____
- o Rooms big enough for wheelchair and wheelchair turn space _____
- o Switches and controls reachable from wheelchair _____
- o Accessible kitchen appliances (leg space under sink, lower stoves, counters, cabinets etc.) _____

- o Visual alarms and notification devices

Explain: _____

- o More room for equipment (e.g., hospital bed)

Explain: _____

- o All electric trailer _____

- o Other _____

Explain in detail: _____

Are there other things you or a household member need in a trailer or hotel room because of a disability? Explain: _____

How many people in your household will be living in the trailer or hotel?

Adult _____ Children _____

How many bedrooms do you need in a trailer? _____

Do you own property with functioning utilities (electric, water, sewer) where
a trailer could be placed? _____

If so, do you want a trailer on that property? _____

If no, would you be willing to live in a commercial or group park? _____

For internal FEMA use only

Applicant needs a trailer with the following accessibility features:

- Ramp with handrails to entrance of trailer _____
- Sturdy steps with handrails on steps at entrance to trailer _____
- Doorways wide enough for a wheelchair _____
- Raised toilet seat _____
- Grab bars around toilet _____
- Accessible (roll-in) shower _____
- Bathtub with low sides _____
- Grab bars in tub or shower _____
- Bath bench or shower chair (specify) _____
- Hand held shower controls _____
- Cut-out area under lavatory so chair can pull under _____
- Rooms big enough for wheelchair and wheelchair turn space _____
- Switches and controls reachable from wheelchair _____
- Accessible kitchen appliances (leg space under sink, lower stoves,
counters, cabinets etc.) _____

o Visual alarms and notification devices: _____

o More room for equipment (e.g., hospital bed)

Explain: _____

o All electric trailer _____

o Other _____

Explain in detail _____

Applicant needs a trailer park with the following accessibility features:

o Paved surface from parking area to ramp or stairs to trailer _____

o Level paved landing at bottom of ramp _____

o Accessible path of travel (e.g., paved surfaces) to laundry rooms, public telephones, public transit stops, other trailers, etc. _____

o Front loading washing machines _____

o Accessible paths of travel in and out of the trailer park and within park

o Other issues (explain) _____

Was applicant provided with another trailer on an interim basis? _____

Applicant was provided with a trailer on _____

The model and size of the trailer provided was _____

The following modifications were made to the trailer on _____

An accessible trailer was not provided to the applicant within _____ days of the request for the

following reason: _____

Applicant should be provided with the following trailer model(s), which provide the above accessibility features:

[Caseworkers need a complete list of specific (available) trailer models, including numbers of bedrooms]

Applicant needs a hotel room with the following accessibility features:

- o Wheelchair accessible, without roll-in shower
- o Wheelchair accessible, with roll-in shower
- o Visual alarms, notification devices and TDD phones (for Deaf persons)
- o Other (explain):

ATTACHMENT D

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

CLAIRE BROU, <u>et al.</u> ,)	
)	
)	
Plaintiffs,	)	Case No.: 06-0838
v.)	
	)	JUDGE DUVAL
FEDERAL EMERGENCY MANAGEMENT)	
AGENCY, <u>et al.</u>,	)	MAGISTRATE JUDGE
	)	KNOWLES
Defendants.)	

FINAL JUDGMENT APPROVING SETTLEMENT AGREEMENT

Following this Court's order preliminarily approving the proposed Settlement Agreement and certifying this action as a class action for settlement purposes, the parties disseminated a Notice of Proposed Settlement and Fairness Hearing to the plaintiff class. After consideration of the written submissions of the parties, the proposed Settlement Agreement between the parties, all objections to the Settlement Agreement, all filings in support of the Settlement Agreement, and the presentations at the hearing held by the Court to consider the fairness of the Settlement Agreement, the Court hereby Orders, Adjudges, and Decrees that:

1. The Settlement Agreement between plaintiffs and defendants, which is attached hereto, is finally approved as fair, reasonable, and adequate.
2. Except as provided in paragraph 3 of this Order, Plaintiffs' Claims in this action are hereby dismissed with prejudice.

3. The Court shall retain jurisdiction to enforce compliance with the terms and conditions of the Settlement Agreement, as specified in paragraph 13 of such Agreement, and to hear and determine claims for additional relief filed upon behalf of individual Class Members pursuant to paragraph 14 of the Agreement. The Court's jurisdiction under this paragraph shall terminate at such time as the Parties file a final report as specified in paragraph 21 of the Agreement.

Dated: _____, 2006

HONORABLE STANWOOD R. DUVAL, JR.
United States District Judge

ATTACHMENT E

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

CLAUDE BROU, <u>et al.</u> ,)	
)	
Plaintiffs,	)	Case No.: 06-0838
v.)	
	)	JUDGE DUVAL
FEDERAL EMERGENCY MANAGEMENT)	
AGENCY, <u>et al.</u>,	)	MAGISTRATE JUDGE
	)	KNOWLES
Defendants.)	

PRIVACY ACT PROTECTIVE ORDER

Upon the joint motion of the Parties in the above-captioned matter, and pursuant to the provisions of Section 3(b)(11) of the Privacy Act of 1974, 5 U.S.C. § 552a(b)(11),

IT IS HEREBY ORDERED that Defendants are authorized to release the records described in paragraphs 6.D. and 9.A. of the Settlement Agreement between the Parties to the attorneys designated by the Court as Class Counsel, without obtaining the prior written consent of the individuals to whom such records or information pertain. Such disclosure is subject to the following conditions:

1. For purposes of this Order, the term "record" shall have the same meaning as set forth in the Privacy Act, 5 U.S.C. § 552a(a)(4). This Order applies to documents or information contained in records that are subject to the Privacy Act only and does not create greater or lesser rights or obligations than those contained in the Privacy Act. Document summaries, statistical compilations, or other summary records which do not contain information by which to identify specific individuals (whether by name, social security number, symbol or other form of personal identification), and which are not thereby subject to the Privacy Act, are not covered by this Order.

2. Records that identify specific individuals shall be marked "PRODUCED SUBJECT TO PROTECTIVE ORDER" or "SUBJECT TO PROTECTIVE ORDER" or contain a similar marking, and may be used only for purposes of this litigation. For any records, such as computer data, whose medium makes such stamping impracticable, the diskette case and/or accompanying cover letter shall be marked "PRODUCED SUBJECT TO PROTECTIVE ORDER" or "SUBJECT TO PROTECTIVE ORDER" or contain a similar marking. Answers to interrogatories, if any, that contain protected information derived from records subject to the Privacy Act also shall be marked "PRODUCED SUBJECT TO PROTECTIVE ORDER" or "SUBJECT TO PROTECTIVE ORDER" or contain a similar marking, and may be used only for purposes of this litigation. Except as provided herein, no person having access to records designated as subject to this Order or the information therein shall make public disclosure of those records or that information without further Order of the Court.

3. Class Counsel may disclose records subject to the requirements of this Order only to the Court, the attorneys of record for the Parties, persons regularly in the employ of such attorneys who have a need for the information in the performance of their duties, experts or other retained consultants, the individual(s) to whom the record pertains, and fact witnesses for the Parties who have a need for the information for the purposes of this litigation. Such disclosure shall in all cases be made only for the purposes of the pending litigation.

4. Any person listed in paragraph 3 (except the Court and Defendants' employees and Defendants' counsel) who has a need to review records subject to this Order must sign the Acknowledgment of Privacy Act Protective Order attached hereto before the records may be disclosed to that person by Class Counsel.

5. Should Class Counsel wish to disclose records or information which are subject to this Order to any additional persons except those indicated in paragraph 3, Class Counsel will first seek the Defendants' consent. If Defendants do not consent to disclosure, then Plaintiffs or their counsel may, on motion, seek modification of this Order from the Court.

6. All individuals to whom records which are subject to this Order are disclosed by Class Counsel shall return any and all records and copies thereof in their possession to Class Counsel before termination of this litigation, or when they are no longer a party to or assigned or retained to work on this case, whichever comes earlier.

7. Records designated as subject to this Order and all copies thereof must be returned to the Federal Emergency Management Agency and/or its counsel or destroyed within 30 days after the termination of this litigation, including any appeals. Any document created by Class Counsel which contains or reflects information protected by the Privacy Act must be destroyed when this litigation is concluded. Notwithstanding the preceding two sentences, Class Counsel may, upon certification to Defendants that the records are being maintained pursuant to this Protective Order, defer the return and/or destruction of any such documents for a period not to exceed six years after the termination of this litigation, including any appeals. In the event that such certification is provided, Class Counsel must, at Defendants' counsel's request, inform Defendants of steps being taken to ensure compliance with this order. Should Class Counsel elect to destroy rather than return the documents, Class Counsel shall within 45 days thereafter certify to Defendants' counsel that the documents have been destroyed.

8. Nothing in this Protective Order affects the right of counsel to discuss with their clients any relevant information contained in records subject to this Protective Order.

9. Those portions of any filings with the Court which contain information protected by the Privacy Act shall be made under seal.

10. This Order does not constitute a ruling on the question of whether any particular record is properly discoverable or admissible, and does not constitute a ruling on any potential objection to the discoverability of any record, other than objections based on the Privacy Act.

IT IS SO ORDERED.

DATED: _____, 2006

UNITED STATES DISTRICT JUDGE

AGREED:

NELL HAHN
Director of Litigation and Systems Advocacy
Advocacy Center
600 Jefferson Street Suite 812
Lafayette LA 70501
Telephone: (337) 237-7380
Facsimile: (337) 237-0486
E-mail: nhahn@advocacyla.org

Attorney for Plaintiffs

CARY LACHEEN
National Center for Law and Economic
Justice
275 Seventh Avenue, Suite 1506
New York, NY 10001-6708
Tel: (212) 633-6967
Fax: (212) 633-6371
E-mail: lacheen@nclej.org

Attorneys for Plaintiffs

Dated: _____

PETER KEISLER
Assistant Attorney General

JIM LETTEN
United States Attorney

GLENN K. SCHREIBER
Assistant United States Attorney

JOSEPH LOBUE
Assistant Director
Federal Programs Branch

DIANE KELLEHER
Trial Attorney
Department of Justice
Civil Division, Room 7318
Post Office Box 883
Washington, D.C. 20044
Telephone: (202) 514-4775
Facsimile: (202) 616-8470
E-mail: Diane.Kelleher@usdoj.gov

Attorneys for Defendants

Dated: _____

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

_____))	
CLAIRE BROU, <u>et al.</u> ,))	
))	
)	)	Case No.: 06-0838
Plaintiffs,))	
)	)	JUDGE DUVAL
v.))	
)	)	MAGISTRATE JUDGE
FEDERAL EMERGENCY MANAGEMENT )	)	KNOWLES
AGENCY, <u>et al.</u> ,))	
))	
))	
Defendants.))	
_____))	

ACKNOWLEDGMENT OF PRIVACY ACT PROTECTIVE ORDER

I, _____, hereby acknowledge that I have read and understand the Privacy Act Protective Order entered in this action. I hereby agree to be bound by the terms of the Order and to comply with each of its requirements, including the following:

1. I agree that I will use records and information protected by the Order only for purposes of this case, including any appeals, and not for any other purpose of any kind.
2. I agree that records and information and all copies thereof protected by the Order, will be returned to Class Counsel prior to the termination of this litigation, or when I am no longer assigned or retained to work on this case, whichever comes earlier so that the records and information may be returned to the Defendants or destroyed within 30 days after the termination of this litigation.
3. I agree that any documents containing Privacy Act information will be destroyed when this litigation is concluded, and that Class Counsel will so certify to the Defendants.
4. I agree that I will disclose records and information protected by the Order only to the Court, the attorneys of record for the Parties, persons regularly in the employ of such attorneys, and any experts or consultants hired for this case by the Parties or their attorneys, the individual(s) to whom the record pertains, and fact witnesses who (except the Court, Defendants'

employees and Defendants' counsel) have signed an acknowledgment like this one and have a need for such information to perform duties specifically related to the conduct of this litigation.

5. Should I wish to disclose the records which are subject to the Order to any additional persons except those indicated in the Order and herein, I will first seek the Defendants' consent. If the Defendants do not consent to the disclosure, then I may, on motion, seek modification of the Order from the Court.

6. I agree that those portions of any filings with the Court which contain Privacy Act materials shall be filed under seal.

7. I hereby confirm that my duties under this Acknowledgment shall survive the termination of this case and are binding upon me for all time.

8. I hereby consent to the personal jurisdiction of the United States District Court for the Eastern District of Louisiana in the above-captioned case for the purpose of enforcing the aforementioned Order.

[signature]

[print name]

DATED: _____