

COLLETTE JOSEY COVINGTON : 14TH JUDICIAL DISTRICT COURT
AND JADE COVINGTON :
VS. NO. 2001-2355 :
MCNEESE STATE UNIVERSITY : PARISH OF CALCASIEU
AND THE BOARD OF SUPERVISORS :
FOR THE UNIVERSITY OF :
LOUISIANA SYSTEM : STATE OF LOUISIANA
FILED 4.23.2010 DIVISION "G" – JUDGE CANADAY

CONSENT JUDGMENT AND PERMANENT INJUNCTION ORDER ON
COVINGTON'S MOTIONS FOR INJUNCTIVE RELIEF

Upon application of the parties and after reviewing the record, the Court finds as follows:

FILED #4.23.2010
Cathy Broussard
Deputy Clerk of Court
Calcasieu Parish, Louisiana

1.

On May 8, 2001, Plaintiffs Collette Josey Covington (now Corley) and Jade Covington (collectively, "Covington") filed suit against the Defendants McNeese State University and the University of Louisiana System under the Americans with Disabilities Act ("ADA").

2.

The Plaintiffs sought injunctive relief, attorney's fees, and damages against the Defendants for discrimination under the ADA and filed for summary judgment, injunctive relief, and attorney's fees on January 24, 2006.

3.

In open court on January 4, 2007, the parties stipulated at the Defendants' request that the Plaintiffs would defer their injunctive relief and attorney's fees pending the results of the summary judgment. It was contemplated by the parties that McNeese would offer Covington accommodations under the ADA if Covington prevailed on summary judgment.

4.

On October 4, 2007 the trial court granted summary judgment on the merits, and the Third Circuit Court of Appeals affirmed Covington's summary judgment on November 5, 2008. The Supreme Court denied writs, and the Defendants exhausted all appeals on March 6, 2009. The parties stipulate that there has been an alteration in the legal relationship of the parties thus establishing that Covington is a prevailing party under the ADA with standing to seek attorney's fees in this suit.

5.

During the pendency of this suit, Covington filed a grievance with the U.S. Department of Justice, and as a result, the Defendants are in the process of negotiating a settlement under which the State of Louisiana and the Defendants will expend a substantial sum of money to bring the McNeese campus into compliance with the ADA for the benefit of Covington and other disabled students. The parties stipulate that Covington's actions have and will result in substantial changes both to the facilities at McNeese and McNeese's policies toward the disabled.

6.

In August and October, 2009, Plaintiffs again sought injunctive relief to secure permanent, enforceable rights in connection with this case which are specific to Covington. The Court has not yet ruled on Covington's motions, and the parties wish to enter into an enforceable compromise in lieu of having a hearing on this matter. Therefore, this Court enters this Consent Judgment and Permanent Injunction Order in response to those motions.

IT IS ORDERED THAT ON OR BEFORE AUGUST 1, 2010:

1. The Defendants shall recognize Covington as disabled under the ADA and shall not demand any further medical records or "registration" as a prerequisite for her receiving accommodations at McNeese;
2. The Defendants shall provide Covington with a scholarship for tuition and required books and supplies to attend McNeese for the next six regular (fall and spring) semesters and three summer semesters in recognition of the fact that she is alleged to have lost her financial aid eligibility and course credits as a result of her difficulties accessing the McNeese campus in a wheelchair. The Defendants do not admit this causation but agree to provide this accommodation;
3. The Defendants shall schedule Covington's courses only in classrooms which are fully accessible under the ADA Accessibility Guidelines and only on the first floor of buildings. The buildings where Covington is assigned to attend classes shall have at least one fully accessible entrance and at least one fully accessible restroom on the first floor,

- as defined by the ADA Accessibility Guidelines and shall have an accessible pathway between the building entrance, Covington's classrooms, and an accessible restroom;
4. The Defendants shall take reasonable steps to assure that all designated disabled building entrances, ramps, and pathways are kept unlocked and free of obstructions and that the furniture in Covington's classrooms is placed in a manner that allows her to comfortably enter the classrooms and sit near the front in her wheelchair. Nothing shall prevent Defendants from securing said buildings at night or during other appropriate times;
 5. The Defendants shall assist Covington in scheduling classes and, to the extent practical, agree to move the location of Covington's classes upon reasonable request to assure that they are accessible and usable to her and that she is provided a sufficient amount of time to travel between classes in her wheelchair;
 6. The Defendants shall identify all paths of travel required of Covington to and from classes and shall assure that there is at least one accessible route (as defined by the ADA Accessibility Guidelines) available to Covington from her point of entry on the McNeese campus to each classroom and to the student union complex;
 7. The Defendants shall attempt to work with Covington and her transportation provider to assist her in finding a sheltered and accessible location to wait for her transportation on campus;
 8. The Defendants shall provide at least one accessible restroom (as defined by the ADA Accessibility Guidelines) and at least one accessible entrance to the Old Ranch and to the New Ranch;
 9. The Defendants shall provide Covington and her counsel with monthly progress reports on the status of McNeese's compliance efforts, including any anticipated construction or closures of buildings, sidewalks, or other parts of campus, along with the purpose and expected duration of the construction or closures so that Covington can plan her routes accordingly;
 10. The Defendants shall provide Covington and her counsel with McNeese's self evaluation and transition plan within one month of each being drafted and made available to the public and shall notify Covington and her counsel within one month of any revisions to either of these documents;

11. The Defendants shall work in good faith to become ADA accessible under the terms of their existing or future settlement agreements with the U.S. Department of Justice and shall provide Covington and her counsel with a copy of these agreements within one month of their completion and shall notify Covington and her counsel within one month of any changes to these agreements or alleged violations of these agreements as allowed by law;
12. The Defendants shall not engage in any retaliation against Covington or her family or counsel;
13. This Court retains jurisdiction to the extent allowed by law to enforce this Injunction until the completion of all renovations required at McNeese under the terms of the U.S. Department of Justice settlement or until Covington has graduated or resigned from McNeese, whichever comes first; and
14. Nothing in this Judgment and Order shall prevent Covington from seeking any future relief that she deems necessary, and this Judgment and Order does not dispose of Covington's remaining causes of action, including those for attorney's fees, damages, or future injunctive relief.

IT IS FURTHER ORDERED that this is a final judgment and order only as to Covington's 2009 Motion and Supplemental Motion for Injunctive Relief. Signed this 23 day of April, 2010.

/s/ G. MICHAEL CANADAY
JUDGE MICHAEL CANADAY

AGREED AS TO FORM:

Seth Hopkins
SETH HOPKINS, Counsel for Plaintiffs

Rock Palermo
ROCK PALERMO, Counsel for Defendants

A TRUE COPY
Lake Charles, Louisiana
Cathy Brossard
Deputy Clerk of Court
Calcasieu Parish, Louisiana 4.23.2010