SETTLEMENT AGREEMENT UNDER THE AMERICANS WITH DISABILITIES ACT OF

1990 BETWEEN THE UNITED STATES OF AMERICA AND RICHARD SCRABIS,

OWNER OF THE BLUE PARROT INN, KEY WEST, FLORIDA, for Complaint XXX

XXXXXXX

Background

1. This matter was initiated by a complaint, dated March

22, 1994, filed with the Public Access Section of the Civil

Rights Division of the United States Department of Justice (the

"Department"), against the Blue Parrot Inn, under the Americans

with Disabilities Act of 1990, 42 U.S.C. 12188 ("ADA"). The

complaint alleged that the Blue Parrot Inn violated title III of

the ADA by charging guests with disabilities accompanied by

service animals a fee for flea extermination.

Intention of the Parties to Effect Settlement

2. The parties to this agreement are the United States of

America and Richard Scrabis, for the Blue Parrot Inn.

3. The parties enter into this settlement agreement in

order to avoid litigation and hereby agree as follows:

Jurisdiction

4. Title III of the ADA applies to Richard Scrabis because

he owns and operates a place of public accommodation and is,

therefore, a public accommodation as defined in section 301(7) of

the ADA and section 36.104 of the regulation promulgated under

title III of the ADA (the "Regulation"). 28 C.F.R. 36.104.

5. The subjects of this settlement agreement are: (a) the

elimination of eligibility criteria, pursuant to section 302 (b)

(2)(A)(i) of the ADA and section 36.301 of the Regulation; and

(b) the modification of policies, practices, or procedures,

pursuant to section 302 (b)(2)(A)(ii) of the ADA and section

36.302 of the Regulation.

Statement of the Facts

6. The Blue Parrot Inn is a place of lodging located at

916 Elizabeth Street in Key West, Florida, and is owned and

operated by Richard Scrabis.

7. The Blue Parrot Inn has ten rooms available for rent.

8. The Complainant is blind, and uses a service dog. She

is an individual with a disability within the meaning of section

3(2) of the ADA.

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9. On March 22, 1994, and at times prior to that date, the

Blue Parrot Inn maintained a policy of charging persons with

disabilities who were accompanied by service animals a $25

"maintenance fee" for flea eradication.

10. The Department received a complaint, dated March 22,

1994, alleging that the Blue Parrot Inn charged the Complainant a

$25.00 surcharge. The Department of Justice alleges that the Blue

Parrot Inn thereby violated the ADA because the policy: (a)

tended to exclude persons who use service animals from the full

enjoyment of the Blue Parrot Inn's services and facilities, and

the policy was not necessary to the Blue Parrot Inn's operation;

and (b) modification of the policy was necessary for the

provision of the Blue Parrot Inn's services to persons who use

service animals and would not pose an undue burden or

fundamentally alter the nature of the Blue Parrot Inn's services.

11. The parties agree that the Blue Parrot Inn's

modification of policy to permit persons with disabilities

accompanied by service animals to stay at the Inn without paying

the $25.00 service fee would not pose an undue burden to the Blue

Parrot Inn, nor would it fundamentally alter the nature of the

Blue Parrot Inn's services or facilities.

12. The parties agree that it would not be an undue burden

to the Blue Parrot Inn or a fundamental alteration to the nature

of its services or facilities to formally notify employees,

guests, and potential guests of the policy permitting persons

with disabilities accompanied by service animals to stay at the

Blue Parrot Inn without paying any additional fees.

Actions to be Taken by the Blue Parrot Inn

13. The Blue Parrot Inn agrees to notify each of its

employees in writing of the new policy that persons with

disabilities accompanied by service animals are welcome to stay

at the Blue Parrot Inn without being charged any additional fees.

14. The Blue Parrot Inn further agrees to notify each of

its guests in writing of the new policy that persons with

disabilities accompanied by service animals are welcome to stay

at the Blue Parrot Inn without being charged any additional fees.

15. The Blue Parrot Inn further agrees to post a prominent

and obvious sign at each entrance to the Inn. The sign will state

that persons with disabilities accompanied by service animals are

welcome to stay at the Blue Parrot Inn without being charged any

additional fees.

16. The Blue Parrot Inn further agrees to place a written

notification in all employee rules, policy manuals, or handbooks.

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01-04774The notification will state that persons with disabilities

accompanied by service animals are welcome to stay at the Blue

Parrot Inn without being charged any additional fees.

17. The Blue Parrot Inn further agrees to place a written

statement of its policy into any marketing or advertising

brochures it distributes. The statement will say that persons

with disabilities accompanied by service animals are welcome to

stay at the Blue Parrot Inn without being charged any additional

fees.

18. The Blue Parrot Inn further agrees to provide to the

Department evidence, satisfactory to the Department, that it has

completed the above obligations. This evidence will take the

form of:

a. Copies of the written notifications to employees,

guests, and potential guests required by paragraphs 14, 15, 16,

and 17, above.

b. Photographs of the signs required by paragraph 15,

above.

c. Copies of the written notifications and statement

required by paragraphs 13 through 17, above, and copies of the

documents in which they are placed.

19. The Blue Parrot Inn agrees to pay XXXX the

sum of $250.00 (U.S. Currency) by certified check. The check is

to be made payable to XXXX, and is to be mailed by

Express Mail, to:

XXXX

Minneapolis, Minnesota 55409

A copy of the check and of the transmittal letter is to be

mailed by certified mail, return receipt requested, to:

Marc Dubin

Trial Attorney

U.S. Department of Justice

Civil Rights Division

Public Access Section

P.O. Box 66738

Room 4042

Washington, D.C.

20035-6738

20. The Blue Parrot Inn agrees to complete all of the

obligations in paragraphs 13 through 19, above, no later than 45

days from the date of the last signature affixed.

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Implementation and Enforcement of the Settlement Agreement

21. The Attorney General of the United States (the

"Attorney General") is authorized, pursuant to section

308 (b)(1)(B) of the ADA, to bring a civil action under title III,

enforcing the ADA in any situation where a pattern or practice of

discrimination is believed to exist of a matter of general public

importance is raised. In consideration of the terms of this

agreement as set forth above, the Attorney General agrees to

refrain from undertaking further investigation of this complaint

or from filing civil suit under title III in this matter.

22. The Department may review compliance with this

agreement at any time. If the Department believes that this

agreement or any requirement thereof has been violated, it may

institute a civil action.

23. Failure by the Department to enforce this entire

agreement or any provision thereof shall not be construed as a

waiver of its right to do so with regard to any other provisions

of this agreement.

24. In the event that the Blue Parrot Inn fails to comply

in a timely fashion with any requirement of this agreement

without obtaining sufficient advance written agreement with the

Department as to a temporary modification of the relevant terms

of the agreement, all terms of this agreement shall become

enforceable in United States District Court.

25. This document is a public agreement. A copy of this

document, or any information concerning its contents, may be made

available to any person. The Blue Parrot Inn or the Department

shall provide a copy of this agreement to any person on request.

28. The effective date of this agreement is the date of the

last signature below. This agreement shall be binding on all of

the Blue Parrot Inn's successors in interest, and the Blue Parrot

Inn has a duty to so notify all such successors in interest.

29. The person who signs this agreement in a representative

capacity for the Blue Parrot Inn represents that she or he is

authorized to bind the Blue Parrot Inn to this agreement.

30. This agreement and any exhibits attached hereto

constitute the entire agreement between the parties on the

matters raised herein, and no other statement, promise, or

agreement, either written or oral, made by either party or agents

or either party, that is not contained in this written agreement,

shall be enforceable. This agreement is limited to the facts set

forth in paragraphs 6 through 12 above, and it does not purport

to remedy any other potential violations of the ADA or any other

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federal law. This agreement does not affect the Blue Parrot

Inn's continuing responsibility to comply with all aspects of the

ADA.

For the United States:

Deval L. Patrick

Assistant Attorney General for Civil Rights

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: 11-4-94

John L. Wodatch

Irene Bowen

Marc Dubin

Public Access Section

Civil Rights Division

U.S.Department of Justice

P.O. Box 66738

Washington, D.C. 20035-6738

(202) 307-0663

For The Blue Parrot Inn:

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: 10/31/94

Richard Scrabis, Esq.

Owner/Operator

The Blue Parrot Inn

916 Elizabeth Street

Key West, Florida 33040

(305) 296-0033

September 19, 1994 (5:01 pm)

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