

**SETTLEMENT AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
LE PETIT NAILS AND SPA INC.  
UNDER THE AMERICANS WITH DISABILITIES ACT  
DJ # 202-53-93**

**I. BACKGROUND**

1. The parties to this Settlement Agreement are the United States of America and Le Petit Nails & Spa Inc. d/b/a Le Petit Nails and Spa (“Le Petit”).
2. This matter was initiated by a prospective customer (the “Complainant”), who filed a complaint with the United States Department of Justice, alleging that Let Petit discriminated against the Complainant on the basis of his disability in violation of Title III of the Americans with Disabilities Act of 1990, as amended (“ADA”), 42 U.S.C. §§ 12181-12189. Specifically, the Complainant alleges that he has a disability that requires a service dog; that on or about June 2, 2023, the Complainant attempted to enter Le Petit accompanied by the service dog; and that Le Petit refused to grant the Complainant entrance and to provide services to the Complainant.
3. The parties agree that it is in their best interest, and the United States believes that it is in the public interest, to resolve this dispute. The parties have therefore voluntarily entered into this Settlement, agreeing as follows:

**II. TITLE III COVERAGE AND DETERMINATIONS**

4. The Attorney General is responsible for enforcing Title III of the ADA, 42 U.S.C. §§ 12181-12189, and the relevant regulation implementing Title III, 28 C.F.R. Part 36.
5. The Complainant has a mental impairment that substantially limits one or more major life activities. Accordingly, he is a person with a disability within the meaning of 42 U.S.C. § 12102 and 28 C.F.R. § 36.105.
6. Le Petit is located at 7810 Transit Road, Williamsville, New York 14221.
7. Le Petit is a public accommodation within the meaning of the ADA, 42 U.S.C. § 12182(a), 28 C.F.R. § 36.104, because it owns, leases, leases to, or operates a place of public accommodation, a nail salon and spa. *See* 42 U.S.C. § 12181(7); 28 C.F.R. § 36.104(6). It is therefore subject to Title III of the ADA, 42 U.S.C. §§ 12181-12189, and its implementing regulation, 28 C.F.R. Part 36.
8. Under Title III of the ADA no individual shall be discriminated against on the basis of disability, in the full and equal enjoyment of the goods, services, facilities, privileges, and accommodations of any place of public accommodation by any person who owns, operates,

leases or leases to a place of public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201(a).

9. The ADA requires that public accommodations generally modify policies, practices, or procedures to permit the use of a service animal by an individual with a disability. 28 C.F.R. § 36.302(c).
10. Ensuring that nail salons do not discriminate on the basis of disability is an issue of general public importance. The United States is authorized to investigate alleged violations of Title III of the ADA and to bring a civil action in federal court in any case that involves a pattern or practice of discrimination or that raises an issue of general public importance. 42 U.S.C. § 12188(b).
11. As a result of its investigation, the United States has determined the following:
  - a. The Complainant is a veteran of the United States Marine Corps who has service-connected post-traumatic stress disorder for which he receives psychiatric treatment. The Complainant has depression and anxiety for which he receives psychiatric treatment. The Complainant's mental illnesses require the use of a service dog.
  - b. On or about June 2, 2023, the Complainant and his wife entered Le Petit to obtain a pedicure. Complainant was accompanied by a service dog. The Complainant was stopped at the door by a Le Petit employee, who told him that dogs were not allowed inside the Le Petit. After some discussion, Le Petit's owner told the Complainant the same thing. The Complainant and his wife left Le Petit without obtaining the services they had sought.
  - c. The Complainant was upset by the incident. He felt frustrated, angry, and humiliated. The incident also left the Complainant feeling isolated and invalidated.
12. The United States has determined that Le Petit discriminated against the Complainant by denying him services because he uses a service dog, in violation of 42 U.S.C. § 12182 and 28 C.F.R. § 36.201(a).
13. The Complainant is an aggrieved person pursuant to 42 U.S.C. § 12188(b)(2)(B).

### **III. ACTIONS TO BE TAKEN BY THE NAIL SALON**

14. Le Petit will not discriminate against any individual on the basis of disability, including individuals who use a service animal, in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations offered at the current or any future Le Petit locations, consistent with Title III of the ADA, 42 U.S.C. § 12182, and its implementing regulation, 28 C.F.R. Part 36.

15. Within 30 days of the effective date of this Agreement, Le Petit will post signs in conspicuous locations on the front door and at the front desk, each of which is at least 8.5 inches x 11 inches, and each of which clearly states “NOTICE: SERVICE ANIMALS WELCOME.”
16. Within 30 days of the effective date of this Agreement, Le Petit will adopt the following policy:

Le Petit does not discriminate and provides services to persons with disabilities, including persons who use service animals. Le Petit will not refuse to admit a person with a disability because that person uses a service animal, nor will it request documentation concerning the service animal. Le Petit will modify its services as necessary to accommodate individuals with disabilities unless the modification is unreasonable and would fundamentally alter the nature of Le Petit’s services.
17. Le Petit will maintain and enforce the non-discrimination policy for the duration of this Agreement. This policy statement will be conspicuously posted in the reception area of Le Petit and on Le Petit’s webpages, currently located <https://www.facebook.com/lepetitnailsandspa/> and <https://lepetitnails7810.square.site/> for the duration of this Agreement.
18. Within 60 days of the effective date of this Agreement, and then again one year later, Le Petit will provide the nondiscrimination policy to each employee, contractor, staff, and agent (collectively, “Staff”), and discuss with them service animal users and disability discrimination in general, in the language(s) that Staff understand. This discussion will include review of the Department of Justice’s technical assistance document: *Frequently Asked Questions about Service Animals and the ADA*, available at: <https://www.ada.gov/resources/service-animals-faqs/>.
19. In addition, Le Petit will ensure that all new employees, contractors, and agents receive the nondiscrimination policy and have it explained to them in the language(s) they understand within 30 days of their start date. Le Petit will also discuss with them service animal users and disability discrimination in general, in the language(s) that Staff understand. This discussion will include review of the Department of Justice’s technical assistance document: *Frequently Asked Questions about Service Animals and the ADA*, available at: <https://www.ada.gov/resources/service-animals-faqs/>.
20. Le Petit will keep, for the duration of this Agreement, a written record of each attempt or request made by customers to enter Le Petit accompanied by a service animal, together with Le Petit’s response to each such request; Le Petit agrees to make this record available to the United States upon request.

21. Within ten days after receiving the Complainant's signed release (a blank release form is attached as **Exhibit A**), Le Petit will send a check for \$1,000 made out to the Complainant. This check is compensation to the Complainant pursuant to 42 U.S.C. § 12188(b)(2)(B) for the effects of the discrimination and the harm he has endured (including emotional distress and pain and suffering) as a result of Le Petit's discriminatory action.
22. The check will be mailed or hand-delivered to:

James E.B. Bobseine  
Assistant United States Attorney  
United States Attorney's Office, Western District of New York  
138 Delaware Avenue, Buffalo, NY 14202
23. Le Petit will not withhold taxes from the monetary award, and the Complainant will accept responsibility for taxes due and owing, if any, on the monetary award. Le Petit will issue to the Complainant an IRS Form 1099 reflecting the amount paid to him.
24. Within seven days of receipt of any complaint related to any alleged violations of the ADA or related to an action which, if substantiated, would be disability-based discrimination, Le Petit will send written notification to counsel for the United States with a copy of any such complaint (or, if an oral complaint was made, a description of the complaint) and a complete copy of Le Petit's response, if any.
25. If any issues arise that affect the anticipated completion dates set forth in paragraphs 14 – 24, Le Petit will immediately notify the United States of the issue(s), and the parties will attempt to resolve those issues in good faith.

#### **IV. OTHER PROVISIONS**

26. In consideration for the Agreement set forth above, the United States will close its investigation of Le Petit and will not institute a civil action at this time alleging discrimination based on the determinations set forth in paragraph 10. However, the United States may review Le Petit's compliance with this Agreement or Title III of the ADA at any time. If the United States believes that Title III of the ADA, this Agreement, or any portion of it has been violated, it may commence a civil action in the appropriate U.S. District Court to enforce this Agreement and/or Title III of the ADA.
27. Failure by the United States to enforce any provision of this Agreement is not a waiver of its right to enforce any provisions of this Agreement.
28. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement will nonetheless remain in full force and effect, provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the United States and Le Petit will engage in good faith

negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.

- 29. This Agreement is binding on Le Petit, including all principals, owners, agents, executors, administrators, representatives, employees, successors in interest, beneficiaries, and assignees.
- 30. This Agreement constitutes the entire agreement between the United States and Le Petit on the matters raised herein, and no prior or contemporaneous statement, promise, or agreement, either written or oral, made by any party or agents of any party, that is not contained in this written agreement, including any attachments, is enforceable. This Agreement can only be modified by mutual written agreement of the parties.
- 31. This Agreement does not constitute a finding by the United States that Le Petit is in full compliance with the ADA. This Agreement is not intended to remedy any other potential violations of the ADA or any other law that is not specifically addressed in this Agreement, including any other claims for discrimination on the basis of disability. Nothing in this Agreement relieves Le Petit of its obligation to fully comply with the requirements of the ADA.
- 32. Le Petit will not discriminate or retaliate against any person because of his or her participation in this matter.

**V. EFFECTIVE DATE/TERMINATION DATE**

- 33. The effective date of this Agreement is the date of the last signature below.
- 34. The duration of this Agreement will be one year from the effective date.

**FOR LE PETIT NAILS & SPA**

**FOR THE UNITED STATES OF AMERICA**

/s/

/s/

\_\_\_\_\_  
Lan Anh Bui-Patton  
Le Petit Nails and Spa Inc. d/b/a  
Le Petit Nails & Spa  
7810 Transit Road  
Williamsville, NY 14221

\_\_\_\_\_  
James E.B. Bobseine  
Assistant United States Attorney  
U.S. Attorney's Office, W.D.N.Y.  
138 Delaware Avenue  
Buffalo, NY 14202

12/20/23

12/19/23

Date

Date