

**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES ATTORNEY'S OFFICE
FOR THE EASTERN DISTRICT OF NEW YORK
AND
CAMP TREETOPS
UNDER THE AMERICANS WITH DISABILITIES ACT**

I. INTRODUCTION

1. The parties to this Agreement, the United States of America, through Robert L. Capers, United States Attorney for the Eastern District of New York, and Camp Treetops, hereby enter into this Settlement Agreement to resolve a complaint against Camp Treetops, described in paragraph 3 below, of disability discrimination pursuant to the Americans With Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and regulations issued thereunder (the ADA).
2. Camp Treetops is a residential summer camp, accredited by the American Camp Association. It is located in the Adirondack Park of Lake Placid, New York. Camp Treetops is a place of public accommodation. *See* 42 U.S.C. § 12181(7); 28 C.F.R. § 36.104. As such, it is subject to the requirements of title III of the ADA. *See* 42 U.S.C. § 12182(a); 28 C.F.R. § 36.102.
3. L.F. is a minor who has Type 1 diabetes and, as such, is an individual with a disability. Her mother, [redacted], a resident of Valley Stream, New York, filed a complaint with the United States, claiming that Camp Treetops refused to accept her daughter as a camper because of her daughter's disability. Specifically, [redacted] stated that, on June 27, 2014, Camp Treetops informed her that its acceptance of L.F. into Camp Treetops' 7-week junior camp was rescinded because it learned that L.F. had Type 1 diabetes.
4. Camp Treetops expressly denies any wrongdoing and maintains that it has always complied with the ADA.

II. Statement of Agreement

5. The parties agree that [redacted] complaint should be resolved without litigation. This Agreement constitutes the entire agreement between the parties regarding the matters raised herein. No other statement, promise, or agreement, either written or oral, made by the parties or agents of the parties that is not contained in this Agreement will be enforceable under its provisions.

General Injunction

6. Camp Treetops, its owners, board of directors, board of trustees, agents, assigns, and employees hereby agree that they will not:

- a. Discriminate on the basis of disability in violation of the ADA, 42 U.S.C. §§ 12101 *et seq.*, and regulations issued thereunder, including denying a person with a disability an equal opportunity to attend Camp Treetops because of his or her disability or failing to make reasonable modifications to policies, practices, or procedures, when the modifications are necessary to afford goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, unless Camp Treetops can demonstrate that making the modifications would fundamentally alter the nature of the goods, services, facilities, privileges, advantages, or accommodations; and
 - b. Take actions that interfere with persons in the exercise or enjoyment of their rights under the ADA, or on account of their having exercised or enjoyed their rights pursuant to the ADA. *See* 28 C.F.R. §§ 36.202, 36.301.
7. Camp Treetops, its owners, board of directors, board of trustees, agents, assigns, and employees hereby agree that they will evaluate, on a case-by-case basis, and make reasonable modifications for children with disabilities including children with diabetes who apply to be campers at Camp Treetops, and will not deny the admission of a child with a disability into its program on the basis of the disability without first making such an evaluation. Reasonable modifications for children with diabetes include, but not limited to, assisting with, supervising, and/or monitoring of children with diabetes while using blood glucose monitoring tests, insulin pumps, syringes, or other diabetes related medical equipment or consumption of food while participating in any program, service, or activity, whether on Camp Treetops' premises or elsewhere while attending Camp Treetops.

IV. General Provisions

8. Camp Treetops shall, within thirty days of full execution of this Agreement, create and submit for approval to the United States a written policy that prohibits discrimination on the basis of disability and that sets forth a process for evaluating, on a case-by-case basis, requests for reasonable modifications by a child with a disability. The policy shall be implemented only after the United States approves the policy.
9. Camp Treetops shall, within fourteen days of receiving approval from the United States, notify in writing all Camp Treetops employees of the adoption and implementation of the policy referred to in paragraph 8 above and apprise each Camp Treetops employee of each person's obligation under the policy, this Agreement, and the ADA. Camp Treetops shall provide the form of the notification to the United States for its prior approval at the same time that it submits its policy for approval to the United States.

10. Camp Treetops shall, within fourteen days of receiving approval of its policy from the United States, also post notices in a prominent location on its website informing the public that it welcomes individuals with disabilities and does not discriminate against them on the basis of disability. Camp Treetops shall provide the form of these notices to the United States for its prior approval at the same time that it submits its policy for approval.
11. On or before the start of any summer camp program, Camp Treetops shall provide, at Camp Treetops' sole expense, all of its employees and staff a mandatory training program regarding the disability discrimination provisions of federal, state, and local civil rights laws, including the ADA. The training shall be conducted by a qualified third party, approved in advance by the United States, who has no association with Camp Treetops or its owners, board of trustees, employees, agents, or counsel.
12. Camp Treetops shall notify the United States of the name(s), address(es), and telephone numbers(s) the trainers, the credentials of the training officer(s), and provide a copy of the training curriculum as well as the time and location of each such training program, at least forty-five days prior to the date of the first such program.

V. Reporting and Record-Keeping Requirements

13. Each year, by September 15th, for three years from the date of full execution of the Agreement, Camp Treetops shall provide the United States with a report of: (a) any denial of admission of a child with a disability into the immediately preceding summer camp session; (b) all requests for modification that it received for the immediately preceding summer camp session; (c) Camp Treetops' responses to the requests for modification; (d) whether and how the requests for modification were granted; and (e) the identity of the individual(s) at Camp Treetops involved in any denial of admission, request for modification, response to a request for modification, or the provision of an modification. Upon request by the United States, Camp Treetops shall provide all documentation relating to any denial of admission of a child with a disability, request for modification and any response to a request for modification.
14. For three years from the date of full execution of the Agreement, Camp Treetops shall send notice to the United States, along all supporting documentation, of any complaint it receives that an employee, officer, or agent of Camp Treetops has discriminated against a member of the public because of that individual's disability, whether such complaint is made orally or in writing. Camp Treetops shall provide such notice to the United States within fifteen days after it receives the complaint.
15. For three years from the date of full execution of the Agreement, Camp Treetops shall preserve all records relating to complaints against any Camp Treetops'

employee, officer, or agent regarding alleged violations of the ADA and Camp Treetops' response to that complaint.

16. If the United States believes that there is a violation of this Agreement, upon reasonable notice to Camp Treetops, the United States shall be permitted to inspect and copy any of Camp Treetops' records relating to its compliance with the terms of this Agreement, provided, however, that the United States shall endeavor to minimize any inconvenience and administrative burden to Camp Treetops from such inspections.

VI. Compensation to Complainant

17. No later than thirty days from the date of full execution of this Agreement, Camp Treetops shall pay to [redacted], on behalf of L.F., a minor, the sum of Thirteen Thousand Five Hundred Dollars (\$13,500.00). In consideration thereof, [redacted] will provide an executed General Release, the form of which is annexed hereto as Appendix A.

VII. Administration of Settlement Agreement

18. The terms of this Agreement shall be in full force and effect for three years from the date that it is fully executed by the parties.
19. This Agreement shall be binding on Camp Treetops and any of its employees, representatives, officers, trustees, heirs, assigns, subsidiaries, or successors in interest.

20. All notifications under this Agreement shall be sent to the United States Attorney's Office, Eastern District of New York, 271 Cadman Plaza East, Brooklyn, New York 11201, Attn: AUSA Rukhsanah Singh.

Dated: Brooklyn, New York
, 2016

ROBERT L. CAPERS
United States Attorney for the
Eastern District of New York
Attorney for Plaintiff United States
271 Cadman Plaza East, 7th floor
Brooklyn, New York 11201

By: _____
Rukhsanah Singh
Assistant U.S. Attorney
(718) 254-6498
rukhsanah.singh@usdoj.gov

On Behalf of Camp Treetops

James M. Brooks, Esq.
72 Olympic Drive
Lake Placid, New York 12946
(518) 523-1555
Attorney for Camp Treetops