

**SETTLEMENT AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
LA NAIL SPA  
UNDER THE AMERICANS WITH DISABILITIES ACT  
USAO 2021V00178  
DJ # 202-32-139**

**I. BACKGROUND**

1. The parties to this Settlement Agreement are the United States of America and LA Nail Spa.
2. This matter was initiated by a customer of LA Nail Spa, who filed a complaint with the United States Department of Justice, alleging that LA Nail Spa discriminated against the complainant on the basis of her 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 the owner and staff of LA Nail Spa refused to provide her with a pedicure unless she transferred from her wheelchair to a pedicure chair.
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 physical impairment that substantially limits one or more major life activities, and uses a wheelchair. Accordingly, she is a person with a disability within the meaning of 42 U.S.C. § 12102 and 28 C.F.R. § 36.105.
6. LA Nail Spa is located in the Elmwood Oaks Shopping Center at 800 South Clearview Parkway in Harahan, Louisiana.
7. LA Nail Spa 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. *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. 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).
10. As a result of its investigation, the United States has determined the following:
  - a. The Complainant is a person with a disability who uses a power wheelchair.
  - b. On or about March 3, 2021, the Complainant and her friend entered LA Nail Spa. The Complainant requested a pedicure.
  - c. The Complainant was told that in order to get a pedicure, she would have to transfer from her wheelchair to a pedicure chair.
  - d. Complainant and her friend left without being served.
11. The United States has determined that LA Nail Spa discriminated against the Complainant by denying her a pedicure while seated in a wheelchair, in violation of 42 U.S.C. § 12182 and 28 C.F.R. § 36.201(a).
12. The Complainant is an aggrieved person pursuant to 42 U.S.C. § 12188(b)(2)(B).

### **III. ACTIONS TO BE TAKEN BY LA NAIL SPA**

13. LA Nail Spa will not discriminate against any individual on the basis of disability, including individuals who use a wheelchair, in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations offered at the current or any future LA Nail Spa locations, consistent with Title III of the ADA, 42 U.S.C. § 12182, and its implementing regulation, 28 C.F.R. Part 36.
14. Within 30 days of the effective date of this Agreement, LA Nail Spa will adopt the following policy:

LA Nail Spa does not discriminate and provides services to persons with disabilities, including persons who use wheelchairs. LA Nail Spa will modify its services as necessary to accommodate individuals with disabilities, unless the modification is unreasonable and would fundamentally alter the nature of LA Nail Spa's services.

15. LA Nail Spa 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 each current and future LA Nail Spa facility and on the company's Facebook page ([https://m.facebook.com/LA-NAILS-SPA-125525617500810/?ref=page\\_internal](https://m.facebook.com/LA-NAILS-SPA-125525617500810/?ref=page_internal)), for the duration of this Agreement.
16. Within 60 days of the effective date of this Agreement, and then again one year later, LA Nail Spa will provide the nondiscrimination policy to each employee, contractor, staff, and agent (collectively, "Staff"), and discuss with them wheelchair users and disability discrimination in general, in the language(s) that Staff understand.
17. In addition, LA Nail Spa will ensure that all new employees, contractors, and agents receive the nondiscrimination policy and have it explained to them within 30 days of their start date.
18. LA Nail Spa shall maintain, for the duration of this Agreement, a record of each request for modification it receives from customers with disabilities where LA Nail Spa declined to provide the requested modification, along with the basis for refusal. LA Nail Spa agrees to make this record available to the United States upon request.
19. Within ten days of the effective date of this agreement, LA Nail Spa will send a check for \$500.00 made out to The United States as a civil penalty, as authorized by 42 U.S.C. § 12188(b)(2)(C) and 28 C.F.R. § 36.504(a)(3), as amended, in order to vindicate the public interest.
20. The check shall be mailed or hand-delivered to:

AUSA Glenn Schreiber  
650 Poydras Street, Ste. 1600  
New Orleans, LA 70130
21. 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, LA Nail Spa shall 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 LA Nail Spa's response, if any.
22. If any issues arise that affect the anticipated completion dates set forth in paragraphs 14-22, LA Nail Spa 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

23. In consideration for the Agreement set forth above, the United States will close its investigation of LA Nail Spa 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 LA Nail Spa'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.
24. 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.
25. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall 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 LA Nail Spa shall 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.
26. This Agreement is binding on LA Nail Spa, including all principals, owners, agents, executors, administrators, representatives, employees, successors in interest, beneficiaries, and assignees.
27. This Agreement constitutes the entire agreement between the United States and LA Nail Spa 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.
28. This Agreement does not constitute a finding by the United States that LA Nail Spa 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 wheelchair use. Nothing in this Agreement relieves LA Nail Spa of its obligation to fully comply with the requirements of the ADA.
29. LA Nail Spa shall not discriminate or retaliate against any person because of his or her participation in this matter.

**V. EFFECTIVE DATE/TERMINATION DATE**

30. The effective date of this Agreement is the date of the last signature below.

31. The duration of this Agreement will be two years from the effective date.

**FOR LA NAIL SPA**

/s/  
\_\_\_\_\_  
KIM TU  
Owner, LA NAIL SPA

6/1/2022  
\_\_\_\_\_  
Date

**FOR THE UNITED STATES OF AMERICA**

/s/  
\_\_\_\_\_  
GLENN K. SCREIBER  
Assistant U.S. Attorney

6/7/2022  
\_\_\_\_\_  
Date