



**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
SUPERSHUTTLE INTERNATIONAL, INC.
UNDER THE AMERICANS WITH DISABILITIES ACT**

BACKGROUND

1. The parties to this Settlement Agreement are the United States of America (“United States”) and SuperShuttle International, Inc. (“SuperShuttle”).
2. This matter is based upon a complaint filed with the United States Department of Justice that alleged that SuperShuttle discriminated against an individual with a disability in violation of title III of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12181, *et seq.* Specifically, the complaint alleged that SuperShuttle required the Complainant, who uses a service animal, and her five traveling companions to take a more expensive non-shared ride to their destination because SuperShuttle would not allow the Complainant’s service dog to travel with other passengers in a shared ride.

TITLE III COVERAGE AND FINDINGS

3. The Attorney General is responsible for enforcing title III of the ADA, 42 U.S.C. §§ 12181-12189, and the relevant regulations implementing title III’s public accommodations provisions, 28 C.F.R. Pt. 36, and regulations pertaining to title III’s transportation provisions, 49 C.F.R. Pts. 37 and 38.
4. The Complainant, an individual who is blind, has a physical impairment that substantially limits one or more major life activities, including the function of seeing. Accordingly, she has a disability within the meaning of 42 U.S.C. § 12102; 49 C.F.R. § 37.3.
5. SuperShuttle, a wholly owned subsidiary of Veolia Transportation, is an Arizona-based transportation company that provides shared-ride van transportation to and from 39 airports and 50 cities throughout the United States, with its principal place of business at 14500 North Northsight Blvd., Suite 329, Scottsdale, Arizona, 85260, serving a national clientele of more than 8 million passengers (“guests”) annually. SuperShuttle includes 1,200 vans nationwide and is a private entity that provides specified, or designated public transportation through a demand responsive system, as defined in 42 U.S.C. §§ 12181(3) and (10), and the implementing regulation of the Department of Transportation, 49 C.F.R. § 37.3.

6. Under title III of the ADA, no individual shall be discriminated against on the basis of disability in the full and equal enjoyment of specified public transportation services provided by a private entity that is primarily engaged in the business of transporting people. 42 U.S.C. § 12184(a). Such entities are required, among other things, to make reasonable modifications of policies, practices, or procedures to permit the use of a service animal by an individual with a disability. 42 U.S.C. § 12184(b)(2); 28 C.F.R. § 36.302(c); 49 C.F.R. § 37.5(f); *see also* 49 C.F.R. § 37.167(d).
7. As a result of its investigation, the United States has determined that:
 - a. The Complainant is blind and uses a service dog. On August 2, 2010, the Complainant, along with five additional colleagues, arrived at Dulles International Airport in Virginia. Following retrieval of luggage at baggage claim, a member of the Complainant's party approached the SuperShuttle reservations counter to ask for a non-exclusive shared ride. The reservations agent charged the group \$91 to travel by van from the airport to the Howard Johnson Hotel in Cheverly, Maryland.
 - b. Upon noticing that the complainant has a service dog, the SuperShuttle on-site reservations agent decided instead to book an exclusive shared trip for the Complainant and her group, totaling \$125. The agent did so because of the stated belief that "no one would want to travel with a service animal." Due to the lateness of the hour, the group of six collectively agreed to pay the \$125.
 - c. Although SuperShuttle had a policy concerning service animals at the time of this incident, it was not followed with respect to the Complainant. In part, the policy states, "SuperShuttle is committed to providing exceptional guest service for our customers with disabilities, including those who use wheelchairs and those who are accompanied by service animals. SuperShuttle does not discriminate against individuals with disabilities in the provision of its services."
 - d. On August 12, 2010, the Complainant formally contacted the Office of the Assistant Attorney General for Civil Rights at the United States Department of Justice to report the August 2, 2010 incident.
8. The United States has determined that SuperShuttle discriminated against the Complainant by failing to implement its policies, practices, or procedures to permit the use of a service animal by an individual with a disability on a shared ride and by unnecessarily requiring a person with a service animal to pay a surcharge, in violation of 42 U.S.C. § 12184.
9. The United States contends that the steps taken by SuperShuttle were inadequate to achieve ADA compliance in connection with the Complainant. SuperShuttle affirms its commitment to maintain policies, practices, and procedures as set forth in this

Agreement to ensure that individuals with disabilities have an opportunity equal to that of individuals without disabilities to enjoy the goods, services, facilities, privileges, advantages, and accommodations of the services it provides.

10. The parties agree that it is in their best interests, and the United States believes that it is in the public interest, to resolve this dispute without engaging in protracted litigation. The parties have therefore entered into this Agreement voluntarily, agreeing as follows:

ACTIONS SUPERSHUTTLE IS TO TAKE

11. SuperShuttle shall not discriminate against any individual on the basis of disability, including blindness or vision disability, in the full and equal enjoyment of SuperShuttle's goods, services, facilities, privileges, advantages, or accommodations in violation of the ADA and its implementing regulation, 49 C.F.R. Pts. 37 and 38. SuperShuttle shall comply with the service animal requirements set forth in 28 C.F.R. § 36.302(c) and 49 C.F.R. § 37.167(d).
12. Within thirty (30) days of the effective date of this Agreement, SuperShuttle shall adopt and implement the Policy Regarding Service Animals for People with Disabilities ("Service Animal Policy"), included as Attachment A to this Agreement. The Service Animal Policy will ensure that individuals with disabilities will be permitted to use their service animals, without additional surcharge, on all SuperShuttle rides. The Service Animal Policy will also permit all persons with disabilities accompanied by service animals to use all public areas operated by SuperShuttle.
13. Within thirty (30) days of the adoption of the Service Animal Policy referenced in Paragraph 12, SuperShuttle shall distribute the Service Animal Policy and require all SuperShuttle franchises throughout the United States to adopt and implement the Service Animal Policy. SuperShuttle Corporate shall enforce franchisee compliance with the Service Animal Policy in the same ways that it enforces compliance with any other breach of its franchise agreement.
14. Within thirty (30) days of the adoption of the Service Animal Policy, SuperShuttle will disseminate the Service Animal Policy to all SuperShuttle employees, franchisees, independent contractors, and associate operators and/or employees of franchisees or independent contractors throughout the United States, who have contact with members of the public. SuperShuttle will distribute the Service Animal Policy within five (5) days of the start date of any new employees, franchisees, independent contractors, and associate operators and/or employees of franchisees or independent contractors, who are to have contact with members of the public.
15. Within sixty (60) days of the effective date of this Agreement, SuperShuttle will post the "Service Animals Welcome" sign, included as Attachment B, in conspicuous locations at each guest service center where it can readily be seen by guests and potential guests. The sign will have bold black letters in 24 point font or larger on a

contrasting white background, and SuperShuttle will refresh the sign, as necessary, so it remains readable by guests and potential guests.

16. Within sixty (60) days of the effective date of this Agreement, SuperShuttle will post the Service Animal Policy, referenced in Paragraph 12, and the “Service Animals Welcome” sign, referenced in Paragraph 15, in prominent locations on its websites at <http://www.SuperShuttle.com> and <http://www.SuperShuttle.net>, including the SuperShuttle homepages and reservation links.
17. By no later than one year from the effective date of this Agreement, SuperShuttle shall train all current personnel, including employees, franchisees, independent contractors, and associate operators and/or employees of franchisees or independent contractors, on the requirements of title III of the ADA and the terms of the “Service Animal Policy,” included as Attachment A. SuperShuttle shall commence training within sixty (60) days after the adoption of this Service Animal Policy. SuperShuttle will incorporate the curriculum into its ongoing training for all future new employees, franchisees, independent contractors, and associate operators and/or employees of franchisees or independent contractors. Since training on title III of the ADA relates to SuperShuttle’s obligations towards guests and other members of the public, the training will be provided separate from any training regarding the employment provisions of the ADA and any other employment-related provisions of civil rights laws. SuperShuttle will submit its training materials for review and approval by counsel for the United States prior to implementation of the training and will incorporate comments of counsel for the United States prior to implementation.
18. SuperShuttle will provide this training to all future new personnel, including reservationists and dispatchers, who will have contact with guests or potential guests, during their routine new employee orientation or within two (2) weeks of their start date with SuperShuttle, whichever is earlier. These personnel are to include all new employees, franchisees, independent contractors, and associate operators and/or employees of franchisees or independent contractors.
19. Within sixty (60) days of the effective date of this Agreement, SuperShuttle will send a certified check made payable to the Complainant in the amount of One Thousand Dollars (\$1,000.00) to the Complainant at the address provided by counsel for the United States. SuperShuttle will simultaneously send a copy of the check and the accompanying letter to counsel for the United States.
20. SuperShuttle will notify counsel for the United States when it has completed the actions described in Paragraphs 12, 13, 14, 15, 16, 17, 18, and 19. Among other things, SuperShuttle will document compliance with the ADA requirements described in this Agreement by submitting the following:
 - a. A dated copy of the adopted Service Animal Policy as described in Paragraph 12;

- b. Evidence of the dissemination of the Service Animal Policy to current employees, franchisees, independent contractors, and associate operators and/or employees of franchisees or independent contractors, as described in Paragraph 14;
 - c. Evidence of the posting of the “Service Animals Welcome” sign, included as Attachment B, in conspicuous locations at each guest service center, as described in Paragraph 15;
 - d. A copy of the training agenda described in Paragraph 17, including sign-in sheets for current SuperShuttle employees, franchisees, independent contractors, and associate operators and/or employees of franchisees or independent contractors, and a list of all such individuals who received the training;
 - e. Evidence that documents the publication of the Service Animal Policy on the SuperShuttle websites as described in Paragraph 16; and
 - f. A copy of the check paid to the Complainant, including the cover letter, as described in Paragraph 19.
21. SuperShuttle shall not discriminate or retaliate against any person because of his or her participation in this matter.
22. Within seven days of receipt of any complaint related to persons using service animals, SuperShuttle shall send an electronic message to counsel for the United States with a copy of any such complaint or, if SuperShuttle receives an oral complaint, a description of the complaint, and SuperShuttle’s responses. SuperShuttle shall designate personnel at its main headquarters to address these complaints and document SuperShuttle’s responses to each. SuperShuttle shall publicize this designated point of contact both on its official website and among SuperShuttle reservationists.

OTHER PROVISIONS

23. In consideration for the Agreement set forth above, the United States will not institute any civil action alleging discrimination under the ADA based on the allegations raised in DJ # 202-8-217, except as provided in paragraph 24 below.
24. The United States may review SuperShuttle’s compliance with this Agreement or title III of the ADA at any time. If the United States believes that this Agreement or any portion of it has been violated, it will raise its concerns with SuperShuttle and the parties will attempt to resolve the concerns in good faith. The United States will give SuperShuttle 30 days from the date it notifies SuperShuttle of any breach of this Agreement to cure that breach. If the United States is unable to reach a satisfactory resolution of the issue(s) raised within 30 days of the date that it provides notice to SuperShuttle, it may institute a civil action in the appropriate United States District

Court to enforce this Agreement or title III of the ADA against the party or parties failing to comply with this Agreement after the notice and cure periods have expired.

25. Failure by the United States to enforce any of the provisions of this Agreement shall not be construed as a waiver of its right to do so with regard to other provisions of this Agreement.
26. 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 SuperShuttle 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.
27. This Agreement shall be binding on SuperShuttle, including all principals, agents, executors, administrators, representatives, employees, successors in interest, beneficiaries, and assignees. In the event that SuperShuttle seeks to sell, transfer, or assign all or part of its interest during the term of this Agreement, as a condition of sale, transfer, or assignment, SuperShuttle shall obtain the written accession of the successor or assignee to any obligation remaining under this Agreement for the remaining term of this Agreement.
28. A signatory to this document in a representative capacity for SuperShuttle represents that she is authorized to bind SuperShuttle to this Agreement.
29. This Agreement constitutes the entire agreement between the United States and SuperShuttle on the matters raised herein, and no other 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, shall be enforceable. This Agreement can only be modified or amended by mutual written agreement of the parties.
30. 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 against a person with a disability using a service animal. Nothing in this Agreement changes SuperShuttle's obligation otherwise to comply with the requirements of the ADA.
31. A copy of this Agreement or any information contained in it may be made available to any person by the United States.

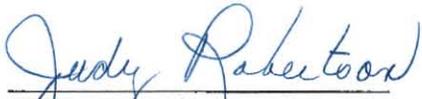
EFFECTIVE DATE/TERMINATION DATE

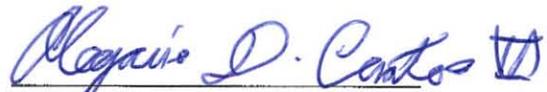
32. The effective date of this Agreement is the date of the last signature below.

33. The duration of this Agreement will be three years from the effective date.

AGREED AND CONSENTED TO:

THOMAS E. PEREZ
Assistant Attorney General
EVE L. HILL
Senior Counselor to the Assistant Attorney
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Civil Rights Division


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Disability Rights Section
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Avenue, N.W. – NYA
Washington, D.C. 20530
(202) 307-0663

May 28, 2013
Date

June 5, 2013
Date

ATTACHMENT A

SUPERSHUTTLE

POLICY REGARDING SERVICE ANIMALS

FOR PEOPLE WITH DISABILITIES

SuperShuttle is committed to making reasonable modifications to its policies, practices, and procedures to permit the use of service animals by its guests with disabilities. Service animals play an important role in ensuring the independence of people with disabilities, and it is therefore our policy to welcome any dog that is individually trained to assist a person with a disability.

What is a Service Animal?

Service animals are individually trained to work or perform tasks for individuals with disabilities. Service animals come in all dog breeds and sizes, may be trained either by an organization or by an individual with a disability, and are not required to be certified, licensed, or have any service animal papers or tags. Service animals do not always have a harness, a sign, or a symbol indicating that they are service animals. A service animal is not a pet. Service animals assist people with disabilities in many different ways, such as:

- Guiding people who are blind or have low vision and retrieving dropped objects for them;
- Alerting people who are deaf or hard of hearing to sounds and the presence of others;
- Carrying and picking up items, opening doors, or flipping switches for people with disabilities who have limited use of hands or arms, limited use of their legs, or limited ability to bend or stoop;
- Pulling wheelchairs;
- Alerting people with disabilities to the onset of seizures, protecting them and cushioning them if they fall, reviving them, and performing other tasks that reduce the risk of seizure-related injury;
- Doing work or performing tasks for persons with traumatic brain injury, intellectual disabilities, or psychiatric disabilities, such as reminding a person with depression to take medication or waking him up, alerting a person with anxiety to the onset of panic attacks, providing tactile stimulation to calm a person with post traumatic stress disorder, assisting people with schizophrenia to distinguish between hallucinations and reality, and helping people with traumatic brain injury to locate misplaced items, find places, or follow daily routines; and
- Providing physical support and assisting people with physical disabilities with stability and balance.

Employee Requirements with Regard to Service Animals:

Most of the time, people with disabilities who use service animals may be easily identified without any need for questioning. If you can tell by looking or if you know from prior contact with the person, you should not make the guest feel unwelcome by asking questions. If you are unsure whether an animal meets the definition of a service animal, a SuperShuttle reservationist or, where necessary, management may ask the guest the following questions:

1. Is this a service animal required because of a disability?
2. What work or tasks has the animal been trained to perform?

You may **not** ask a guest questions about his or her disability. You may **not** ask a guest to show certification or a special ID card as proof of his or her animal's training.

Once a guest with a service animal has answered those initial questions, no employee may ask the guest any further questions about his or her service animal. SuperShuttle employees may **not** restrict guests or visitors with service animals from areas of SuperShuttle where all other guests and visitors are permitted.

In the event that a particular service animal is out of control and the animal's handler does not take effective action to control it, or if the animal is not housebroken, SuperShuttle may ask the individual with a disability to remove the service animal from the premises or the SuperShuttle vehicle at that time, but may not refuse service to that individual with a disability when he or she is not accompanied by that particular service animal. Barking or growling alone does not mean an animal is out of control. In circumstances where a service animal misbehaves or responds reasonably to a provocation or injury, SuperShuttle must give the handler a reasonable opportunity to gain control of the animal and should take steps to prevent further provocation or injury. Finally, SuperShuttle will not exclude a particular service animal based on past experience with other animals or based on fear that is not related to a service animal's actual behavior.

Questions/Inquiries/Complaints

Members of the public, guests, and employees can make complaints about the improper treatment of persons with service animals by calling [insert SuperShuttle designated personnel at Headquarters here, along with contact information]. Alternatively, they may also call the U.S. Department of Justice's ADA Information Line at 800-514-0301 (voice) or 800-514-0383 (TTY). People with disabilities have the right to be accompanied by service animals on both shared and exclusive trips under the Americans with Disabilities Act, and SuperShuttle considers interference with or denial of this right to be a serious violation of its policy. SuperShuttle will promptly investigate all complaints alleging a violation of this Policy and will take appropriate disciplinary action when employees fail to comply with this Policy.

ATTACHMENT B

SuperShuttle welcomes all guests with disabilities, including individuals who are accompanied by service animals.

Please direct any concerns to [insert name, title, address, telephone].

Information on the Americans with Disabilities Act (ADA) is available at www.ADA.gov, 1-800-514-0301 (voice), and 1-800-514-0383 (TTY).

ADA complaints may be filed with the U.S. Department of Justice by email at ADA.Complaint@usdoj.gov or by mail at:

**Disability Rights (NYA)
950 Pennsylvania Avenue, NW
Washington, D.C. 20530**