

**SETTLEMENT AGREEMENT  
UNDER THE AMERICANS WITH DISABILITIES ACT  
BETWEEN THE UNITED STATES OF AMERICA  
AND  
JULIE B. GRIFFITHS LAW OFFICE  
(DJ# 207-37-310)**

**BACKGROUND**

1. The parties to this Settlement Agreement (“Agreement”) are the United States of America (“United States”) and Julie B. Griffiths Law Office (“Griffiths Law”).
2. Griffiths Law is a small law family law practice located in Flint, Michigan headed by Ms. Griffiths with one other attorney on staff. Ms. Griffiths also serves as a mediator.
3. This Agreement resolves an investigation initiated by a complaint filed with the United States, which alleged that Griffiths Law discriminated against an individual who has a disability (the “Complainant”) in violation of Title III of the Americans with Disabilities Act (“ADA”), 42 U.S.C. § 12181 *et seq.* Specifically, the Complainant, who is deaf and uses American Sign Language (“ASL”) as a primary means of communication, alleged that Griffiths Law failed to provide appropriate auxiliary aids and services where necessary to ensure effective communication despite the Complainant’s requests for an ASL interpreter.
4. The ADA prohibits discrimination against any individual on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation. 42 U.S.C. § 12182(a); *see also* 28 C.F.R. §§ 36.104, 201(a). The ADA further prohibits discrimination against any individual on the basis of disability in the ability to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation that is not equal to that afforded to other individuals. 42 U.S.C. § 12182(b)(1)(A)(ii); 28 C.F.R. § 36.202(b).
5. The ADA also requires public accommodations to take those steps that may be necessary to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, unless the public accommodation can demonstrate that taking those steps would fundamentally alter the nature of the goods, services, facilities, privileges, advantages, or accommodations being offered or would result in an undue burden, i.e., significant difficulty or expense. 28 C.F.R. § 36.303(a). In order to be effective, auxiliary aids and services must be provided in accessible formats, in a timely manner, and in such a way as to protect the privacy and independence of the individual with a disability. 42 U.S.C. § 12182(b)(2)(A)(iii); 28 C.F.R. § 36.303(c).
6. Individuals who are deaf, such as Complainant, have a physical impairment that substantially limits their major life activity of hearing. Accordingly, such individuals have a disability within the meaning of 42 U.S.C. § 12102 and 28 C.F.R. § 36.104.

7. Griffiths Law is a law office whose operations affect commerce and is therefore a place of public accommodation. 42 U.S.C. § 12181(7)(F); 28 C.F.R. § 36.104. As the owner and operator of the law office, Griffiths Law must comply with Title III of the ADA.
8. 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 raises issues of general public importance, or to use alternative means of dispute resolution, where appropriate, including settlement negotiations. 42 U.S.C. §§ 12188(b), 12212; 28 C.F.R. §§ 36.502, 503, 506. The United States has investigated this complaint under the authority granted by the ADA. 42 U.S.C. § 12188(b)(1)(A)(i); 28 C.F.R. § 36.502.
9. During its investigation, the United States reviewed the Complainant's records related to his representation by Griffiths Law and conducted interviews of individuals involved with that representation, including the Complainant and Ms. Griffiths. Griffiths Law cooperated with this investigation and has committed to fully complying with the ADA.
10. The United States and Griffiths Law agree that it is in their best interests, and the United States believes that it is in the public interest, to resolve this complaint on mutually agreeable terms without litigation, and, therefore, have agreed to the terms of this Agreement. In consideration of the terms of this Agreement, the United States agrees to refrain from undertaking further investigation or from filing a civil suit in this action, except as provided in Paragraph 21.
11. This Agreement is neither an admission of liability by Griffiths Law nor a concession by the United States that its claims are not well founded. By entering into this Agreement, Griffiths Law is not admitting that, with respect to the complaint, it was in violation of any local, state, or federal act or statute.
12. Griffiths Law shall not engage in retaliation, coercion, interference, intimidation, or any other action prohibited by the ADA, 42 U.S.C. § 12203 and 28 C.F.R. § 36.206, against any person(s) because of his or her participation in this matter.

### **REMEDIAL ACTIONS**

#### **Non-Discrimination Policies and Practices**

13. Policy Regarding Auxiliary Aids and Services. Within sixty (60) days of the Effective Date of this Agreement, Griffiths Law shall submit for the approval of the United States, an ADA Auxiliary Aid and Service Policy ("Non-Discrimination Policy") that includes the provisions in the below subsections, and the policies and procedures Griffiths Law has adopted in order to comply with those provisions.
  - a) Griffiths Law shall not discriminate against any individual on the basis of disability, including individuals who are deaf or hard of hearing, in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of Griffiths Law in violation of the ADA, 42 U.S.C. § 12182, and the relevant implementing regulations, 28 C.F.R. Part 36;

- b) Griffiths Law shall not exclude or otherwise deny equal goods, services, facilities, privileges, advantages, or accommodations to an individual because of the known disability of an individual with whom the individual is known to have a relationship or association in violation of the ADA, 42 U.S.C. § 12182, and the relevant implementing regulations, 28 C.F.R. Part 36;
- c) Griffiths Law will furnish appropriate auxiliary aids and services,<sup>1</sup> free of charge, when necessary to ensure effective communication with individuals with disabilities;
- d) Griffiths Law will consider the types of auxiliary aids and services that will ensure effective communication. The type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the method of communication used by the individual, including: the nature, length, and complexity of the communication involved, and the context in which the communication is taking place, 28 C.F.R. § 36.303(c)(ii);
- e) Griffiths Law will consult with individuals with disabilities to determine the type of auxiliary aid necessary to ensure effective communication, 28 C.F.R. § 36.303(c)(ii), and will provide timely responses to requests for auxiliary aids and services;
- f) Griffiths Law may not impose a surcharge on an individual with a disability to cover the costs of a particular auxiliary aid or service to comply with the requirements of the ADA, 28 C.F.R. § 36.301(c);
- g) Griffiths Law shall not require an individual with a disability to bring another individual to interpret for him or her. 28 C.F.R. § 36.303(c)(2);
- h) The decision regarding the type of auxiliary aid or service to ensure effective communication ultimately rests with Griffiths Law, but the auxiliary aid or service must result in effective communication, 28 C.F.R. § 36.303(c)(ii). If Griffiths Law does not have an alternative means to ensure effective communication, it may only refuse to provide an auxiliary aid or service that would be effective if such auxiliary aid or service would result in an undue burden, which means a significant difficulty or expense, 28 C.F.R. § 36.303(a);

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<sup>1</sup> “Auxiliary Aids and Services” include, but are not limited to: qualified interpreters on-site or through video remote interpreting (VRI) services; oral, relay or tactile interpreters; note takers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunications products and systems, including text telephones (TTYs), videophones, and captioned telephones, or equally effective telecommunications devices; videotext displays; accessible electronic and information technology; or other methods of making aurally delivered information available to individuals who are deaf or hard of hearing. 28 C.F.R. § 36.303(b)(1).

- i) Griffiths Law will not engage in retaliation, coercion, interference, intimidation, or any other action prohibited by the ADA, 42 U.S.C. § 12203 and 28 C.F.R. § 36.206.
14. Posting of Policy. Within ten (10) days of the United States final approval of the Non-Discrimination Policy, Griffiths Law shall prominently post its Non-Discrimination Policy on its website so that it can be easily read by members of the public. Griffiths Law will prominently display a copy of the Non-Discrimination Policy at its office in an area visible from the front desk.
15. Publication. Within thirty (30) days of the United States final approval of the Non-Discrimination Policy, Griffiths Law shall draft an article, in conjunction with counsel, covering the nondiscrimination requirements of Title III of the ADA as applied to law offices. Griffiths Law shall post a link to the article on its website and share a link to the article with any bar association groups of which she is a member. Griffiths Law shall submit the article to the United States, for review and approval, prior to posting.
16. Complaints. Within thirty (30) days of the Effective Date of this Agreement, Griffiths Law shall develop uniform procedures for receiving, documenting, and responding to complaints and concerns from individuals with disabilities. Griffiths Law shall maintain records of the complaints received for the duration of this Agreement and provide information relating to those complaints to the United States as set forth in paragraph 19.

### **Monetary Relief**

17. For Complainant. Pursuant to the United States' enforcement authority under Title III of the ADA, 42 U.S.C. § 12188(b)(2)(B) and 28 C.F.R. § 36.504(a)(2), within thirty (30) calendar days of the receipt of Complainant's signed release (a blank Release of Claims form is attached at Exhibit A), but no sooner than thirty (30) calendar days after the Effective Date, Griffiths Law shall pay a total of Four Thousand Five dollars (\$4,500) to the Complainant, as compensation for harm that included, but is not limited to, actual damages, emotional distress, pain and suffering, and other consequential injuries. This payment shall be made by a certified check or a cashier's check payable to the Complainant. Griffiths Law shall deliver this payment to the Complainant at the address listed on the signed release. A copy of the check shall be concurrently provided to the undersigned Assistant United States Attorney.

### **Training**

18. Approval of Trainer and Training Materials. Within sixty (60) days of the approval of the Non-Discrimination Policy set forth in Paragraph 13, Griffiths Law shall conduct a training for all members of the organization on the provisions of this Agreement and Griffiths Law's Non-Discrimination Policy.

## **ENFORCEMENT**

### **Reporting**

19. **Complaint Reporting.** Within thirty (30) days of Griffiths Law's receipt of a lawsuit, complaint, charge, or grievance alleging a violation of Title III of the ADA, Griffiths Law will notify the United States in writing. The notification to the United States shall include the nature of the allegation, the name and contact information of the person(s) making the allegation, and Griffiths Law's response, if reporting a complaint.
20. **Compliance Reports.** Within ninety (90) days of the Effective Date of this Agreement, and then every one hundred eighty (180) days thereafter, Griffiths Law will submit compliance reports to the United States, detailing the actions taken to comply with this Agreement. Such reports are essential to the enforcement of this Agreement, and a failure to provide the reports described in this paragraph shall constitute a breach of this Agreement sufficient to warrant the penalties set forth in Paragraph 21. Upon the completion of all requirements set forth in Paragraphs 13 through 18, Griffiths Law's obligation to submit compliance reports under this paragraph shall cease.

### **Review**

21. **Review of Compliance.** The United States may review compliance with this Agreement at any time. Upon reasonable advance notice to Griffiths Law, Griffiths Law shall permit the United States and any person acting on its behalf full access to Griffiths Law's records to review compliance with the Agreement, provided that such access does not unreasonably interfere with the management and operation of Griffiths Law. It is a violation of this Agreement for Griffiths Law to fail to comply in a timely manner with any of its requirements without obtaining the United States' written consent to provide an extension of the relevant time frame imposed by the Agreement. If the United States believes that Griffiths Law has failed to comply in a timely manner with any requirement of this Agreement, the United States will notify Griffiths Law in writing and will attempt to resolve the issues in good faith. If the United States is unable to reach a satisfactory resolution of the issues raised within thirty (30) days, it may institute a civil action in federal court to enforce the terms of this Agreement or Title III of the ADA and may, in such action, seek any relief available under law.

## **GENERAL PROVISIONS**

22. **Public Nature of Settlement Agreement.** This Agreement is a public document. A copy of this document or any information contained in it will be made available to any person by Griffiths Law or the United States upon request.
23. **Scope of the Agreement.** This Agreement is limited to the facts set forth above and does not purport to remedy or resolve any other existing or potential violations of the ADA or any other Federal law. This Agreement does not affect Griffiths Law's continuing responsibility to comply with all applicable aspects of Title III of the ADA.

24. Term. This Agreement will remain in effect for three (3) years from the Effective Date of this Agreement.
25. Non-Waiver. Failure by the United States to enforce this entire Agreement or any of its provisions or deadlines shall not be construed as a waiver of the United States' right to enforce other deadlines and provisions of this Agreement.
26. Severability. In the event a Court determines that any provision of this Agreement is unenforceable, that provision will be severed from this Agreement, and all other provisions will remain valid and enforceable.
27. Successors in Interest. This Agreement shall be binding on Griffiths Law, its agents, employees, and contractors as well as any successors in interest who acquire any interest in or part of its organization. In the event that Griffiths Law seeks to transfer or assign any part of its organization, Griffiths Law shall inform any such successor in interest of this Agreement. However, any failure by Griffiths Law to inform a successor in interest of this Agreement shall not affect the successor(s)'s obligation to comply with this Agreement.
28. Authority to Bind. The person signing this document represents that he or she is authorized to bind Griffiths Law to this Agreement.
29. Communication. Until further written notice, all notices, demands, reports or other communication to be provided pursuant to this Agreement to the United States shall be provided to Assistant United States Attorney Michael El-Zein at michael.el-zein@usdoj.gov.
30. Effective Date. The Effective Date of this Agreement is the date of the last signature below.

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**Agreed and Consented to:**

For the UNITED STATES OF AMERICA

For JULIE B. GRIFFITHS LAW OFFICE

DAWN N. ISON  
United States Attorney  
Eastern District of Michigan

/s/ \_\_\_\_\_  
Michael El-Zein  
Assistant United States Attorney  
United States Attorney's Office  
Eastern District of Michigan  
Civil Rights Unit  
211 W. Fort St., Suite 2001  
Detroit, MI 48226

/s/ \_\_\_\_\_  
Julie Griffiths  
Owner/Manager  
Julie B. Griffiths Law Office  
209 W. 7th Street  
Flint, MI 48502

Dated: 12/21/2022\_\_\_\_\_

Dated: 12/7/2022\_\_\_\_\_

**EXHIBIT A:**

**RELEASE OF CLAIMS**

For and in consideration of the relief offered to me by Julie B. Griffiths Law Office (“Griffiths Law”), pursuant to the Settlement Agreement (“Agreement”) between the United States of America and Griffiths Law:

I, \_\_\_\_\_, hereby release and forever discharge Griffiths Law and its current, past, and future officers, employees, agents, successors, and assigns, of and from any Americans with Disabilities Act-related legal and/or equitable claims arising out of the facts identified or allegations made in the Agreement. As a result, I agree and promise that I will not file any Americans with Disabilities Act-related suit, charge, complaint, proceeding or action at law, in equity, or otherwise (together, “Action”) or any other Action in any court, or any other judicial or administrative forum, against Griffiths Law arising out of the facts identified or allegations made in the Agreement. Any rights and claims that cannot be waived by law are excluded from this Release.

This Release of Claims (“Release”) constitutes the entire agreement between Griffiths Law and me, without exception or exclusion.

I acknowledge that a copy of the Agreement has been made available to me. By signing this Release, I acknowledge that I have been provided the opportunity to review the Agreement and this Release with an attorney of my choosing.

I have read this Release and understand the contents thereof and I execute this Release of my own free act and deed.

Complainant’s Signature \_\_\_\_\_

Date \_\_\_\_\_

Complainant’s Full Mailing Address \_\_\_\_\_  
\_\_\_\_\_