



**SETTLEMENT AGREEMENT  
UNDER THE AMERICANS WITH DISABILITIES ACT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
DC TRAILS INC  
DJ # 202-79-274**

**BACKGROUND**

1. The parties to this Settlement Agreement are the United States of America ("United States") and DC Trails Inc. ("DC Trails")
2. This matter was initiated by a compliance review conducted on May 15, 2013, of DC Trails located in Lorton, Virginia. The U.S. Department of Justice ("DOJ") and the U.S. Department of Transportation's ("DOT") Federal Motor Carrier Safety Administration ("FMCSA") conducted this review pursuant to title III of the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12184 and 12188.
3. 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 voluntarily entered into this Agreement, as follows:

**TITLE III COVERAGE AND FINDINGS**

4. The Attorney General is responsible for enforcing title III of the ADA, 42 U.S.C. §§ 12181-89, and the relevant regulations implementing title III, 28 C.F.R. pt. 36 and 49 C.F.R. pts. 37 and 38.
5. DC Trails is a private transportation company with its principal place of business at 8025 Mims Street, Lorton, Virginia 22079. DC Trails' US DOT number is 936876. DC Trails is a Virginia corporation in good standing with the Virginia State Corporation Commission.
6. DC Trails is a large, fixed-route operator within the meaning of 42 U.S.C. § 12181(4) and 49 C.F.R. § 37.3; an over-the-road bus ("OTRB") operator within the meaning of 42 U.S.C. § 12181(5) and 49 C.F.R. § 37.3; and a Class I motor carrier within the meaning of 49 C.F.R. § 369.3. DC Trails is a private operator of fixed-route transportation service that is primarily engaged in the business of transporting people and whose operations affect commerce within the meaning of 42 U.S.C. § 12184(a) and 49 C.F.R. §§ 37.3 and 37.5(f).

7. Each large operator is required to ensure that by October 29, 2012, 100% of the buses in its fleet with which it provides fixed-route service are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs. 42 U.S.C. § 12184(b)(4)(A); 49 C.F.R. § 37.185(b). Once 100% of a fixed-route OTRB operator's fleet is accessible, the operator may no longer require up to 48 hours' advance notice to provide accessible service. 49 C.F.R. § 37.193.
8. At the time of DOJ and FMCSA's joint compliance review on May 15, 2013, DC Trails' fixed-route OTRB fleet was not 100% accessible. DOJ and FMCSA surveyed 59 occurrences on which fixed route service was provided, and found that an inaccessible OTRB was used in 20 of those instances, or 33% of the time.
9. Fixed Route OTRB companies are required to submit an annual report to FMCSA on how many passengers with disabilities use the lift to board accessible buses. 49 C.F.R. § 37.213(c)(2). DC Trails failed to include this information in its annual report.
10. DC Trails has not fully complied with the requirements to train personnel to proficiency, as appropriate to their duties, so that its personnel can operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way. 49 C.F.R. §§ 37.173 and 37.209. Employees have received training in proper operation and maintenance of accessibility features and equipment and boarding assistance, but DC Trails has failed to train its personnel in securement of mobility aids, sensitive and appropriate interaction with passengers with disabilities, handling and storage of mobility devices, and familiarity with the requirements of DOT's ADA regulations.

#### **ACTIONS TO BE TAKEN BY DC TRAILS**

11. DC Trails will not exclude persons with disabilities from participation in, or deny them benefits of, transportation services in violation of title III of the ADA, 42 U.S.C. § 12184, 28 C.F.R. pt. 36 and 49 C.F.R. pts. 37 and 38. DC Trails will comply with all of its obligations under title III of the ADA, 42 U.S.C. § 12184, 28 C.F.R. pt. 36 and 49 C.F.R. pts. 37 and 38.
12. DC Trails will not require passengers with disabilities who use or seek to use DC Trails' fixed route service to provide advance notice to secure an accessible bus and will not deny any passenger with a disability who uses or seeks to use DC Trails' fixed route service an accessible bus because he or she does not provide advance notice. DC Trails' employees and contractors will not verbally communicate to passengers with disabilities that they are required to provide advance notice to secure an accessible bus on DC Trails' fixed route service.
13. Within 60 days of the effective date of this Agreement, DC Trails will only use wheelchair-accessible motor coaches for its fixed route service, whether offered by DC Trails or under contract by DC Trails for another entity.

14. Within 60 days of the effective date of this Agreement, DC Trails will no longer post, distribute, or publish any bus schedules, postings, signs, or any other written material in electronic, web, or hard copy format that states that a passenger with a disability is required to provide advance notice to get accessible transportation on DC Trails' fixed route service. Prior to publishing or using any revised materials, DC Trails will provide copies to the United States for pre-approval.
15. Within 60 days of the effective date of this Agreement, DC Trails will ensure that any advertising for fixed route service it conducts by contract with any entity will not require a passenger with a disability to provide advance notice to get accessible transportation.
16. Within 90 days of the effective date of this Agreement, and once a year thereafter for the duration of this Agreement, DC Trails will train all employees and contractors working on fixed routes (including reservationists, dispatchers, mechanics, and bus operators) on the ADA requirements for large, fixed-route OTRB operators and the requirements of this Agreement. DC Trails will provide the same training and notification to relevant employees and contractors hired during the term of this agreement within 60 days of hiring. DC Trails will provide a three hour training and maintain records of such training including the date of the training, the agenda, all written or presentation materials, and the identity of all persons who attended the training, and will provide such information to the United States promptly upon request.

### **IMPLEMENTATION**

17. In consideration for entering this Agreement, the United States will refrain from undertaking further action relating to this investigation or from filing a civil action at this time alleging discrimination based on the allegations set forth above. However, the United States may review DC Trails' compliance with this Agreement or title III of the ADA at any time upon 2 business days' notice. If the United States believes that this Agreement or any material portion of it has been violated, it may institute a civil action in the appropriate U.S. District Court to enforce this Agreement and/or title III of the ADA.
18. Failure by the United States to enforce any provision in this Agreement is not a waiver of its right to enforce any provision in this Agreement.
19. This Agreement is binding on DC Trails, including all principals, officers and owners successors in interest, and assigns. In the event that DC Trails 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, DC Trails will obtain the written agreement of the successor, buyer, transferee, or assignee to all obligations remaining under this Agreement for the remaining term of this Agreement.
20. The signatory for DC Trails represents that he or she is authorized to bind DC Trails to this Agreement.

21. This Agreement is the entire agreement between the United States and DC Trails on the matters raised herein and no other statement, promise or agreement, either written or oral, made by any party or agents of any party, is enforceable. This Agreement can only be modified by mutual written agreement of the parties.
22. 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. Nothing in this Agreement relieves DC Trails of its obligation to otherwise comply with the requirements of the ADA.

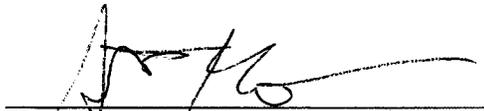
#### **EFFECTIVE DATE/TERMINATION DATE**

23. The effective date of this Agreement is the date of the last signature below.
24. The duration of this Agreement will be two years from the effective date; provided, however, if there is a change to the ADA OTRB Regulations for fleet accessibility requirements for OTRB fixed-route systems of large operators, 49 C.F.R. § 37.185, or the interim service requirements set forth in 49 C.F.R. § 37.193, those regulations shall supersede this Agreement.

AGREED AND CONSENTED TO:

UNITED STATES OF AMERICA

DANA BOENTE  
United States Attorney



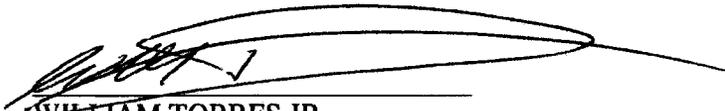
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