

SETTLEMENT AGREEMENT BETWEEN

THE UNITED STATES OF AMERICA

AND

ATLANTIS EVENTS, INC.

UNDER THE AMERICANS WITH DISABILITIES ACT

I. BACKGROUND

1. This action was initiated by a complaint submitted to the United States against Atlantis Events, Inc. ("Atlantis") (D.J. No. 202-12-152). The Attorney General is responsible for administering and enforcing Title III of the ADA, 42 U.S.C. §§ 12181-12189, and the relevant regulation implementing Title III, 28 C.F.R. pt. 36.

2. Atlantis owns and operates a cruise and resort vacation company with its corporate offices located at 9200 Sunset Boulevard, Suite 500, West Hollywood, California 90069. Atlantis is a travel service that buys blocks of rooms on vessels from cruise lines and at resorts from resort operators and markets those for resale, both within and outside the United States. Atlantis also owned and operated RSVP Vacations, LLC ("RSVP") with its corporate offices located at 2535 25th Avenue South, Minneapolis, Minnesota 55406 until December 31, 2016, at which time RSVP was dissolved and Atlantis succeeded to direct ownership of all assets, including, inter alia, the RSVP brand name. Atlantis continues to directly own and operate RSVP as a brand.

3. The complainants in this matter are deaf, and are individuals with disabilities within the meaning of 42 U.S.C. § 12102(1)(A) and its implementing regulation 28 C.F.R. Part 36.

4. Atlantis is a public accommodation as defined by 42 U.S.C. § 12181(7)(F), and its implementing regulation, 28 C.F.R. § 36.104, because it is a travel services organization. Accordingly, the Company's operations are subject to the applicable requirements of Title III of the ADA, 42 U.S.C. §§ 12181-12189, and its implementing regulations at 28 C.F.R. Part 36.

5. Title III of the ADA and the title III implementing regulation prohibit discrimination on the basis of disability by public accommodations. 42 U.S.C. § 12182; 28 C.F.R. § 36.201. Specifically, title III requires public accommodations to provide auxiliary aids and services when necessary to ensure effective communication with individuals with disabilities. 42 U.S.C. § 12182(b)(2)(A)(iii); 28 C.F.R. § 36.303. Title III also requires public accommodations to make reasonable modifications to policies, practices, or procedures when such modifications are necessary to afford such goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302(a).



6. The complainants allege that Atlantis violated title III of the ADA by failing to provide them with appropriate auxiliary aids and services when they requested that sign language interpreters be provided for effective communication during a Halloween-themed round-trip cruise from Los Angeles to Mexico. Complainants further allege that Atlantis does not have a policy regarding accessibility for individuals with disabilities, and that Atlantis posted a discriminatory policy on its website that said, "American Sign Language Interpreter will not be provided."

7. The United States has investigated these complaints under the authority granted by the ADA, 42 U.S.C. § 12188(b)(1)(A)(i), and 28 C.F.R. § 36.502. Atlantis has cooperated in that investigation. Without acknowledging breach of any legal obligation, Atlantis has voluntarily agreed to take the steps set forth in this Settlement Agreement in order to demonstrate good faith and ensure future compliance with its responsibilities under title III.

8. The Attorney General of the United States is authorized to enforce title III of the ADA by seeking monetary relief for aggrieved persons, civil penalties, and full compliance with title III, such as requiring public accommodations to make reasonable modifications to policies, practices, and procedures and provide auxiliary aids and services, 42 U.S.C. § 12188(b); 28 C.F.R. § 36.504. The Attorney General may commence a civil action to enforce title III in any situation where he has reasonable cause to believe that a pattern or practice of discrimination exists or a matter of general public importance is raised. 42 U.S.C. § 12188(b)(1)(B); 28 C.F.R. § 36.503.

9. All the parties agree that it is in their best interests, and the United States believes it is in the public interest, to resolve this matter promptly and without litigation. In consideration of the terms of this Settlement Agreement, the United States agrees to refrain from undertaking further investigation or from filing a civil suit in this action, except as provided in paragraphs 42 and 43 below.

10. The parties hereby agree to the following:

## II. DEFINITIONS

11. "Appropriate Auxiliary Aids and Services" includes, but are not limited to:

a. 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),<sup>1</sup> videophones, and captioned telephones, or equally effective telecommunications devices; videotext displays; accessible electronic and information technology; or

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<sup>1</sup> "TTY" means a device that is used with a telephone to communicate with persons who are deaf or hard of hearing by typing and reading communications.



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); and

b. Qualified readers, taped texts, audio recordings, Braille materials and displays, screen reader software, magnification software, optical readers, secondary auditory programs (SAP), large print materials, accessible electronic and information technology, or other effective methods of making visually delivered materials available to individuals who are blind or have low vision, 28 C.F.R. § 36.303(b)(2).

12. "Qualified Interpreter" shall mean an interpreter who is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Qualified interpreters include, for example, sign language interpreters, oral transliterators, and cued-language transliterators. Someone who has only a rudimentary familiarity with sign language or finger spelling is not a "qualified interpreter" under this Agreement. Likewise, someone who does not possess the ability to process spoken communication into the proper signs or to observe someone signing and change their signed or finger spelled communication into spoken words is not a qualified sign language interpreter.

13. "Effective Communication" means communication with persons with disabilities that is as effective as communication with others. Effective communication is achieved by furnishing appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in or benefit from a good, service, facility, privilege, advantage, or accommodation that is afforded to other individuals. 28 C.F.R. § 36.303(c).

14. "Reasonable Modification" means modifications to policies, practices, or procedures when such modifications are necessary to afford programs, services, facilities, and activities to individuals with disabilities, unless making such modifications would fundamentally alter the nature of such goods, services, facilities, privileges, advantages, or accommodations, 42 U.S.C. § 12182 (b)(2)(A)(ii); 28 C.F.R. § 36.302(a).

15. "Effective Date of this Settlement Agreement" means the date of the last signature on this Settlement Agreement.

### III. REMEDIAL ACTIONS

#### A. Non-Discrimination

16. Atlantis will not discriminate against any individual on the basis of disability in the full and equal enjoyment of any of its goods, services, facilities, privileges, advantages, or accommodations or otherwise violate any provision of title III of the ADA, 42 U.S.C. §§ 12181 - 12189, or the title III implementing regulation, 28 C.F.R. pt. 36, including but not limited to the following:

a. Atlantis will not impose or apply eligibility criteria that screen out or tend to screen out an individual on the basis of disability from fully and equally enjoying any

of its goods, services, facilities, privileges, advantages, or accommodations, 42 U.S.C. § 12182(b)(2)(A)(i) and 28 C.F.R. § 36.301(a);

b. Atlantis will make reasonable modifications in policies, practices, and procedures when such modifications are necessary to afford such goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, 42 U.S.C. § 12182(b)(2)(A)(ii) and 28 C.F.R. § 36.302;

c. Atlantis will furnish appropriate auxiliary aids and services, free of charge, when necessary to ensure effective communication with individuals with disabilities and shall take any and all 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, 42 U.S.C. § 12182(b)(2)(A)(iii) and 28 C.F.R. §§ 36.301(c), 36.303; and

d. Atlantis will also facilitate requests for accommodation from individuals with disabilities and provide timely responses to those individuals about those requests; and

e. Atlantis 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.

**B. Adoption and Implementation of ADA Accessibility Policy**

17. As of the effective date of this Agreement, Atlantis has adopted and implemented an ADA Accessibility Policy ("ADA Policy") that includes the following:

- a. Effective Communication
- b. Service Animals
- c. Reservations
- d. Website
- e. Training
- f. General provisions

A copy of the ADA Policy is attached and incorporated into this Agreement as Attachment A. Atlantis may revise and update the ADA Policy periodically with notice to the United States during the term of this Agreement.

18. Within ten (10) days of the effective date of this Agreement, Atlantis will distribute the ADA Policy to all employees and contractors who have contact with the public either in person, through the telephone, by the computer, or by any other means. Atlantis will send to the United States documentation confirming the implementation and distribution of the ADA Policy to Atlantis' employees and contractors.

19. Within three (3) days of their hire or engagement date, Atlantis will distribute the ADA Policy to all newly hired employees and contractors who have duties involving contact with the public either in person, through the telephone, by the computer, or by any other means.



20. Within three (3) days of the effective date of this Agreement, Atlantis will post and maintain a copy of the ADA Policy in all Atlantis office locations in a conspicuous place where employees and the public can readily read it, such as the employee lounge area or at public entrances. The ADA Policy posted in Atlantis office locations must be printed in a bold font no smaller than 20 points on a contrasting background. The heading on the posted ADA Policy will be printed in capital letters in a bold font no smaller than 26 points. Physical copies of the posted ADA Policy will be maintained, refreshed, and reposted, as necessary, for the term of this Agreement.

21. Within ten (10) days of the effective date of this Agreement, Atlantis will post and maintain a copy of the ADA Policy on its website in a location that is easy for the public to find (*i.e.*, directly linked to the primary web portals used by the public with an appropriate description of the Policy at the link located on those portals – *e.g.*, ADA Accessibility Policy), in a format accessible to persons with disabilities.

22. Within forty-five (45) days of the effective date of this Agreement, Atlantis will provide the United States with reasonable proof of posting the ADA Policy in all Atlantis office locations and on its website.

23. Within sixty (60) days of the effective date of this Agreement and thereafter at least once per year, Atlantis shall provide an educational training program regarding its obligations under title III of the ADA, this Agreement, and the ADA Accessibility Policy to all Atlantis managers, employees and contractors who have contact with the public. Newly hired employees who have contact with the public shall be provided with the training within sixty (60) days of their hire date. The training program, the trainer and materials, which must be approved in advance by the United States, will be no less than one hour in duration, will be conducted separately from any training on nondiscrimination in employment, will provide employees and contractors an opportunity to ask questions and get them answered, and will be conducted by a person or organization with expertise regarding the requirements of title III of the ADA. Atlantis will bear all costs associated with the development and delivery of this training program to its employees and contractors. Pursuant to its reporting obligations under this Agreement, Atlantis will send the United States reasonable proof that each training has occurred and that all employees and contractors have received it.

**C. Corporate ADA Contact Person, ADA Liaison, and ADA Grievance Procedure**

24. Within sixty (60) days of the effective date of this Agreement, Atlantis will designate or hire a Corporate ADA Contact Person and identify that person to the United States. The Corporate ADA Contact Person will serve as Atlantis' primary administrative contact on disability issues for the public and for the parties to this Agreement. The Corporate ADA Contact Person position must have authority within Atlantis to implement changes and effectuate this Agreement. The Corporate ADA Contact Person will be responsible for Atlantis' compliance with title III of the ADA and for implementing and administering Atlantis' obligations under this Agreement, including compliance with all reporting requirements herein. Any person appointed under this paragraph will receive, at Atlantis' expense, appropriate training on the requirements of title III of the ADA no later than thirty (30) days after appointment.



25. Within sixty (60) days of the effective date of this Agreement, Atlantis will designate and prominently post on its website the name and contact information of the Corporate ADA Contact Person. In addition, no later than thirty (30) days before any particular cruise disembarks, Atlantis will designate an ADA Liaison for that vessel who will travel aboard the vessel for the entirety of the cruise. Any person appointed under this paragraph must be a regular employee of Atlantis and must have a background and training in disability issues and ADA compliance.

26. Commencing sixty (60) days from the effective date of this Agreement, Atlantis will place notices in the passenger information advising them that the ADA Liaison shall be responsible for handling any disability-related requests from the passengers and patrons onboard. The ADA Liaison's obligation shall be to act as an intermediary between the passenger and the cruise line with the objective of meeting the passenger's disability-related needs. Each ADA Liaison shall also be responsible for documenting disability-related requests on board ships during the duration of the cruise and will report the nature and outcome of all ADA-related requests to the Corporate ADA Contact Person.

27. Within thirty (30) days of Atlantis' receipt of a lawsuit, complaint, charge, or grievance alleging a violation of title III of the ADA, Atlantis will notify the United States in writing via certified mail or overnight delivery. Such notification will be made to the attention of the U.S. Department of Justice, Civil Rights Division, Disability Rights Section - NYA, 950 Pennsylvania Ave., NW, Washington, DC 20530. The notification to the United States will include the nature of the allegation, the name and contact information of the person(s) making the allegation. Atlantis will reference this provision of the Settlement Agreement in the notification to the United States. A report of ADA complaints and grievances along with an explanation as to the resolution of each will be included in Atlantis' annual compliance report pursuant to paragraph 36.

#### **D. Effective Communication: Auxiliary Aids and Services**

28. Atlantis will promptly respond to cruise line passengers' requests for Appropriate Auxiliary Aids and Services, including qualified interpreters, for individuals who are deaf, hard of hearing, or deaf-blind so that individuals with disabilities may participate in programs, services or activities on an equal basis with other passengers. Atlantis will facilitate resolution of requests for Appropriate Auxiliary Aids and Services between passengers with disabilities and cruise line operators.

29. On request of passengers with disabilities in connection with their communications with Atlantis in the booking process and related pre-boarding communications, Atlantis will provide appropriate alternate formats, including one or more of the following: Braille, large print, audio recording, or accessible electronic format, compact disc, digital video disc, or via text message. While primary consideration will be given to the format requested by the guest, if one is specified, Atlantis retains discretion to choose the format, taking into account burden and expense on Atlantis. Requests for such accommodation must be made with sufficient advance notice but not less than 2 weeks to allow Atlantis to obtain and provide material in an alternate format.

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#### **E. Reservations**

30. Atlantis' policy will be that when booking accessible cabins, Atlantis will hold available accessible cabins until those cabins are the last cabins booked, unless they are booked by a person with a disability. When a person with a disability seeks to book an accessible cabin in a class in which no accessible cabins exist on the ship and the desired class still has non-accessible cabins available for booking at that time, Atlantis will upgrade the person at no charge to an accessible cabin in the next immediately higher class, if available.

#### **F. Website**

31. The Atlantis website will contain a link to a separate section of the site regarding ADA accessibility and information on how to contact the Corporate ADA Contact Person. The link will provide information on ADA policies and a notice of ADA compliance. The link will contain information regarding the following:

- a. Contact information for the Corporate ADA Contact Person;
- b. General policies regarding accessibility, including information regarding Auxiliary Aids and Services generally offered by cruise line operators;
- c. Embarkation and disembarkation policies and procedures;
- d. Accessible emergency procedures, including Muster Drills (lifeboat and emergency evacuation drills);
- e. Policies regarding service animals;
- f. Excursion accessibility.

#### **IV. COMPENSATORY RELIEF FOR COMPLAINANTS AND RELEASE**

32. Pursuant to 42 U.S.C. § 12188(b)(2), the parties agree to the following monetary relief. Atlantis will pay \$9,000 in compensation to the claimants divided equally among the three complainants.

33. Within thirty (30) days of the effective date of this Agreement, the United States will send, return receipt requested, the release form attached hereto as Attachment "B" to each of the three complainants. Within thirty (30) days of receiving each signed release form, the United States will send a copy to Atlantis. After receiving a copy of a signed release, Atlantis will send the check to that complainant.

#### **V. CIVIL PENALTY**

34. Within thirty (30) days of the effective date of this Agreement, Atlantis will pay to the United States the sum of \$10,000 in civil penalties by a check made payable to the U.S. Treasury and sent by overnight delivery to the U.S. Department of Justice, Civil Rights Division, Disability Rights Section, Attn: DJ 202-12-152, Beth A. Esposito, 950 Pennsylvania Avenue, N.W., Washington, DC 20530.



## VI. ENFORCEMENT

35. Term of Agreement. This Agreement will remain in effect for 36 consecutive months from the effective date hereof.

36. Reporting. During the term of this Agreement, Atlantis will provide a report annually to the United States, on the anniversary of the effective date of this Agreement, regarding the Company's progress with respect to the completion of its responsibilities pursuant to Paragraphs 18 through 34 of this Agreement. Atlantis will send each report to the U.S. Department of Justice, Civil Rights Division, Disability Rights Section -- NYA, 950 Pennsylvania Ave., NW, Washington, DC 20530. Each report will identify and document (e.g., with copies of policies and procedures, contracts, photographs, training curriculum and training materials) the modifications that the Company made, training of employees that occurred (by date and the content of the training), and any ADA-related policies that Atlantis adopted. Each report shall also identify all ADA-related complaints for the period, and list by individual the nature of the complaint, and explanation of how the complaint was resolved.

37. Enforcement. The Attorney General is authorized, pursuant to section 308(b)(1)(B) of the ADA, to bring a civil action under title III, enforcing the ADA in any situation where a pattern or practice of discrimination is believed to exist or a matter of general public importance is raised. In consideration of the terms of this Agreement as set forth above, the Attorney General agrees to refrain from undertaking further investigation or from filing a civil suit under title III based on the allegations in this agreement, except as provided in paragraph 43 below. Nothing contained in this Agreement is intended or may be construed as a waiver by the United States of any right to institute proceedings against Atlantis for violations of any statutes, regulations, or rules administered by the United States or to prevent or limit the right of the United States to obtain relief for other violations of the ADA, or other federal law.

38. Review of Compliance. The United States may review compliance with this Agreement at any time, including, but not limited to, testing of any Atlantis services, locations, or facilities. If the United States believes that Atlantis has failed to comply in a timely manner with any requirement of this Agreement, the United States will notify Atlantis, and it 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 sixty (60) days of the date it notifies Atlantis, it may institute a civil action in federal court to enforce the terms of this Agreement or title III and may, in such action, seek any relief available under law.

39. Violations. If Atlantis violates this Agreement, the United States will have all remedies allowed under the ADA.

40. Entire Agreement. This Agreement constitutes the entire agreement between the United States and Atlantis on the matters raised, and no other statement, promise, or agreement, will be enforceable. This Agreement does not affect Atlantis's continuing responsibility to comply with all aspects of the ADA and other federal laws.

41. Binding. This Agreement is binding on Atlantis and its agents, employees, associates, and contractors. In the event Atlantis seeks to transfer or assign all or part of its assets or interest in any Atlantis location or service covered by this Agreement, and the successor



or assignee intends to carry on the same or similar use of the location or service, as a condition of sale, Atlantis will obtain the written accession of the successor or assignee to all remaining obligations in this Agreement for the term of this Agreement.

42. Non-Waiver. Failure by the United States to enforce this Agreement with regard to any deadline or any provision is not a waiver of the United States' right to enforce other deadlines and provisions of this Agreement.

43. Availability of Settlement Agreement. A copy of this Agreement will be made available to any person by Atlantis on request.

44. 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.

45. Authorized to Sign. The person signing this Agreement for Atlantis represents that he or she is authorized to bind Atlantis to this Agreement.

The undersigned AGREE to this Agreement.

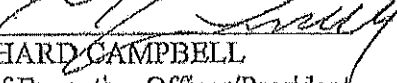
FOR ATLANTIS EVENTS, INC.,

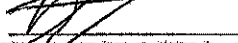
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Dated: January 31, 2018

Dated: 2/20/18

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Dated: 2/20/18

## ATTACHMENT A

### ATLANTIS EVENTS, INC. AMERICANS WITH DISABILITIES (ADA) ACCESSIBILITY POLICY

Atlantis Events, Inc. ("Atlantis") complies with the Americans with Disabilities Act ("ADA") to the full extent to which the ADA applies to Atlantis's operations. Atlantis has implemented the following policies, practices and procedures to ensure compliance with the ADA. Atlantis does not discriminate on the basis of disability.

Atlantis operates as a reseller of cruise and resort vacations. Atlantis will accommodate an individual with a disability. Where the cruise line or resort operator, and not Atlantis, are required to accommodate an individual with disabilities, Atlantis will facilitate the resolution of requests for accommodation as between Atlantis, the guest and the cruise line or resort operator.

#### **1. Corporate ADA Contact Person and ADA Liaison**

Atlantis has designated a high-level company official as its Corporate ADA Contact Person ("ADA Contact Person"). The ADA Contact Person oversees ADA compliance and accommodation of individuals with disabilities in Atlantis's business operations. The ADA Contact Person also ensures that Atlantis accurately informs individuals of the cruise lines and resort operators with which Atlantis does business ("Operators") to accommodate individuals with disabilities, conveys individuals' requests for accommodation promptly and accurately to Operators, obtains information for individuals regarding Operators' ability to provide specific accommodations, and facilitates resolution between individuals and Operators of individuals' requests for accommodation. The ADA Contact Person may be reached via email at [ADAContactPerson@atlantisevents.com](mailto:ADAContactPerson@atlantisevents.com).

For each cruise or land vacation, Atlantis will designate or hire an employee who serves as the ADA Liaison for the cruise or land vacation. An ADA Liaison is available to guests throughout each cruise or land vacation. The ADA Liaison is an employee or agent of Atlantis who is responsible for addressing disability-related issues and who is available throughout the cruise or travel event. The ADA Liaison has the authority to facilitate requests for accommodation between the requesting guest and Operator, to address disability related inquiries, and to respond to complaints, before, during, and following a cruise or vacation event.

The ADA Contact Person and the ADA Liaison are responsible for addressing disability-related issues, requests, and complaints in a timely manner, and will document each. The ADA Contact Person maintains a report regarding ADA compliance that includes a description of the issue, request or complaint and the outcome.

#### **2. Request and Complaint Procedures**

In the event a request for accommodation or complaint is made, the following procedures apply:

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### (a) Pre-Cruise / Pre-Vacation

Atlantis requests that each guest communicate to its reservation agents or ADA Contact Person his or her request for accommodation as early as practical, preferably at the time the guest books. Atlantis's reservation agents or ADA Contact Person will address the request and convey the requests for accommodation, where appropriate, to the Operator, which advises Atlantis whether it can accommodate the requests.

In the manner outlined above, each request for accommodation will be addressed prior to the beginning of any vacation to the maximum extent feasible. Atlantis will log each request for accommodation when received. Atlantis will acknowledge each request by email to the person making the request within three business days following the request being received by Atlantis.

Atlantis will provide an initial response to the individual making the request within three business days of Atlantis's receipt of the request. If the initial response does not accommodate the individual's request, within five business days of the request Atlantis will provide the Individual making the request with an explanation as to why the request was not accommodated. In all cases, Atlantis will document the manner in which the request for accommodation was resolved.

### (b) During Vacations

A request for accommodation or complaint regarding a disability-related issue may be made during a vacation. Individuals may make such requests and complaints to Atlantis' ADA Contact Person or ADA Liaison. If the Operator has an ADA Contact Person, Atlantis staff will use their best efforts to assist guests in contacting the Operator's ADA Contact Person during the vacation, if needed. Atlantis will facilitate resolution between individuals and Operators of individuals' requests for accommodation and complaints, and extend best efforts to resolve such requests and complaints within 24 hours. Atlantis will document all such requests and complaints of which it is notified.

### (c) Post Vacation

Individuals may make complaints to Atlantis of disability-related issues following a vacation. Atlantis will acknowledge receipt of such complaints within three business days by email to the individual making the complaint. Atlantis will investigate each complaint. Within 10 days after the investigation is concluded, Atlantis will notify the complainant of the outcome of the investigation. Atlantis will make every reasonable effort to resolve complaints in a swift and fair manner.

## **3. Training**

All Atlantis employees who have or may have contact with passengers or patrons are required to complete ADA training within 60 days of being hired and annually thereafter. The ADA training is conducted in-person or online by an individual with experience in ADA for

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public accommodations. The training consists of no less than one hour and covers all aspects of Atlantis's ADA policies, practices and procedures. Atlantis maintains records that include the names of training program attendees and dates training was conducted. Such records are maintained for at least three years. ADA training may be supplemented periodically to address changes or developments in ADA law or Atlantis policies.

### **4. Reservations**

Where such cabins and rooms are available, accessible cabins and rooms will be reserved for use by individuals with disabilities. Accessible cabins and rooms will be assigned on a first-come, first-served basis to individuals with disabilities. Atlantis will hold each accessible cabin and room in each class of cabins and rooms as the last cabin and room to be booked, unless such cabins and rooms are already booked by individuals with disabilities in that class.

If a guest with disabilities seeks to book an accessible cabin and room in a class in which no accessible cabins and rooms exist and the desired class still has non-accessible cabins and rooms available for booking at that time, Atlantis will upgrade the person at no charge to an accessible cabin and room in the next immediately higher class, if available.

Atlantis will provide current and detailed information from Operators, as available, and will provide information regarding the locations and features of accessible cabins and rooms. Information in alternate format will be available upon request, when made at least two weeks in advance of booking.

### **5. Website**

Atlantis's website will contain a link to a separate webpage regarding ADA accessibility and information on how to contact the ADA Contact Person. The link will provide information on Atlantis' ADA policies and a notice of ADA compliance.

### **6. Effective Communication**

#### **(a) Interpreters and Auxiliary Aids and Services**

Atlantis asks that each individual with a disability make his or her request for an ASL interpreter or other auxiliary aid or service as early as practical, preferably at the time the booking is made. Atlantis will address each request and, as appropriate, convey such requests to the Operator. Atlantis will facilitate communications between individuals with disabilities and Operators in order to assist in ensuring that individuals' interpreter and auxiliary aid and service requests are timely addressed.

#### **(b) Written Materials in Alternate Formats**

Atlantis will provide guests with materials it distributes in an alternate format upon request. Requests for such materials must be made with sufficient advance notice, but no less

## ATTACHMENT A

than two weeks prior to departure date, to allow for Atlantis to obtain and provide material in an alternate format.

### (c) Safety Drill Information

Operators, not Atlantis, design and conduct safety drills, and make available information concerning safety drills. Atlantis will facilitate requests for safety drill information between the Operator and individuals with disabilities.

### **7. Service Dogs**

Atlantis welcomes service dogs as defined by the ADA. A service dog is defined as a dog that has been individually trained to do work or perform tasks for an individual with a disability. Service dogs are not pets. Emotional support animals are not service dogs and, therefore, are not permitted. Atlantis will notify Operators if individuals with disabilities will be accompanied by service dogs.

Some foreign countries and ports may require additional documentation for service dogs to disembark the ship or enter or leave the country. Individuals with disabilities who use service dogs should contact their veterinarian to learn more.

### **8. Medical Services**

On request, Atlantis will provide individuals with disabilities with information regarding the nature and extent of medical services available. Medical services may not be available on the premises of all resorts. Operators provide and operate all medical services onboard cruise ships and at resorts.

Individuals with disabilities are asked to advise Atlantis as early as practical, preferably no later than booking, of any dietary needs or restrictions. Atlantis will communicate individuals' dietary needs and restrictions to Operators. Operators operate all restaurants and food services onboard and at resorts and shall be responsible for accommodating such dietary needs or restrictions.

### **9. Embarkation/Disembarkation**

To accommodate individuals with disabilities who require assistance in the embarkation and disembarkation processes, Atlantis will facilitate the resolution of such requests with the Operator. The Operators conduct and control embarkation and disembarkation.

### **10. Transfers**

Atlantis will convey to Operators requests received from individuals with disabilities for accessible transfers to and from airports within the U.S. and its territories and facilitate resolution of such requests between the guest and the Operator.

ATTACHMENT A

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**11. Shore Excursions**

The Operators offer all shore excursions. Guests buy shore excursions directly from the Operators and pay the Operators. On the request of individuals with disabilities for information regarding accessibility of excursions, Atlantis will provide such information as the Operators make available.

END OF DOCUMENT

ATTACHMENT "B"

Release of ADA Claims

D.J. No. 202-12-152

For and in consideration of the acceptance of relief offered to me by Atlantis Events, Inc. ("Atlantis"), pursuant to a Settlement Agreement between the United States of America and Atlantis Events, Inc. entered on \_\_\_\_\_, 2018:

I, \_\_\_\_\_, release and discharge Atlantis Events, Inc., and RSVP Vacations, LLC, its respective and collective parents, subsidiaries, insurers, predecessors, successors and assigns, and their respective officers, directors, shareholders, members, managers, employees and agents, of and from any and all legal and equitable claims arising under my complaint, D.J. No. 202-12-152 concerning Atlantis' alleged failure to provide effective communication in violation of title III of the Americans with Disabilities Act.

This Release constitutes the entire agreement.

I acknowledge that a copy of the Settlement Agreement between the United States and Atlantis has been made available to me. I further acknowledge that I have had the opportunity to review the terms of this Release with an attorney of my choosing, and, to the extent that I have not obtained that legal advice, I voluntarily and knowingly waive my right to do so.

I HAVE READ THIS RELEASE AND UNDERSTAND THE CONTENTS THEREOF AND I EXECUTE THIS RELEASE OF MY OWN FREE ACT AND DEED.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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