

**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND FABCO, INC.**

I. Introduction

1. The parties to this Agreement, the United States of America, through Loretta E. Lynch, United States Attorney for the Eastern District of New York, and Fabco Enterprises, Inc. (Fabco), have agreed to enter into this Settlement Agreement to resolve a complaint of disability discrimination pursuant to the Americans With Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.* and regulations issued thereunder (the ADA), described in paragraph 3 below, against Fabco made to the United States by Amal Mohammed.
2. Fabco is a closely held corporation which operates a chain of discount shoe stores in the New York metropolitan area. One of Fabco's branch stores is located at 2171 86th Street, Brooklyn, New York (the Branch Store). The Branch Store is a place of public accommodation. *See* 42 U.S.C. § 12181(7)(E). As such, it is subject to the requirements of title III of the ADA.
3. Amal Mohamed is an individual with a disability. She has used a wheelchair since childhood and uses an power-driven wheelchair scooter to do her shopping and other chores. In her complaint to the United States, she stated that, on May 1, 2013, at approximately 5 P.M., after she entered the Branch Store with her children, she was told by a Fabco employee that she had to leave the store because she was in a wheelchair.
4. Fabco expressly denies any wrongdoing and maintains that it has always complied with the ADA.

II. Statement of Agreement

5. The parties agree that Mrs. Mohammed's complaint should be resolved without litigation. This Agreement constitutes the entire agreement between the parties regarding the matters raised herein. No other statement, promise, or agreement, either written or oral, made by the parties or agents of the parties that is not contained in this Agreement will be enforceable under its provisions.

III. General Injunction

6. Fabco, its board of directors, agents, assigns and employees hereby agree that they will not:

- a. Discriminate on the basis of disability in violation of the ADA, 42 U.S.C.

§§ 12101 *et seq.*, and regulations issued thereunder, including failing to make reasonable modifications to policies, practices or procedures, when such modifications may be necessary to afford a person with a disability an equal opportunity to shop at a Fabco store or otherwise enjoy the goods, services, facilities, privileges, advantages, and accommodations provided by Fabco to the public, unless Fabco can demonstrate that making the modifications would fundamentally alter the nature of the goods and services provided by Fabco; and

Take actions that interfere with persons in the exercise or enjoyment of their rights under the ADA, or on account of their having exercised or enjoyed their rights pursuant to the ADA, 28 CFR 36.202(a); 36.301; 36.311.

IV. General Provisions

7. Fabco will, within thirty days of full execution of this Agreement, adopt a written

policy that ensures that it will reasonably modify its policies, practices or procedures, all of its stores, so that all persons with disabilities, including, without limitation, those who utilize wheelchairs, can enjoy the goods, services, facilities, privileges, advantages, and accommodations provided by Fabco to the public.

8. Not later than sixty days after the full execution of this Agreement, Fabco shall notify in writing all Fabco employees of the adoption and implementation of the policy referred to in paragraph 7 above and apprise each Fabco employee of each person's obligations as required under this Agreement and the ADA. Fabco shall provide the form of the notification to the United States for its prior approval thirty days after the full execution of this Agreement.

9. Not later than sixty days after the full execution of this Agreement, Fabco shall also post notices in a prominent location at each of its stores informing the public that it welcomes individuals with disabilities and does not discriminate against them on the basis of disability. Fabco shall provide the form of these notices to the United States for its prior approval thirty days after the full execution of this Agreement.

10. Within ninety days of the full execution of this Agreement, Fabco's District Managers shall attend, at Fabco's sole expense, a training program regarding the disability discrimination provisions of federal, state and local civil rights laws. The training shall be conducted by a qualified third party, approved in advance by the United States, who has no association with Fabco or its employees, agents or counsel. Fabco shall also provide such training to all individuals subsequently hired as District Managers within thirty days of hire or promotion to that position.

11. Fabco shall notify the United States of the name(s), address(es), and telephone numbers(s) of the trainers, the credentials of the training officer(s) and provide a copy of the training curriculum as well as the time and location of each such training program, at least forty-five days prior to the date of the first such program.

V. Reporting and Record-Keeping Requirements

12. Fabco shall send notice to the United States, along with all supporting documentation, of any complaint it receives that an employee, officer or agent of Fabco has discriminated against a member of the public because of that individual's disability, notice and any supporting documentation it receives of a complaint that an employee, whether such claim is made orally or in writing. Fabco shall provide such notice to the United States within fifteen days after it receives the complaint.

13. For three years from the date of full execution of the Agreement, Fabco shall preserve all records relating to complaints against any Fabco employee regarding alleged violations of the ADA and Fabco's response to that complaint.

14. If the United States believes that there is a violation of this Agreement, upon reasonable notice to Fabco, the United States shall be permitted to inspect and copy any of Fabco's records relating to its compliance with the terms of this Agreement, provided, however, that the United States shall endeavor to minimize any inconvenience and administrative burden to Fabco from such inspections.

VI. Compensation to Complainant

15. No later than thirty days from the date of full execution of this Agreement, Fabco shall pay to Mrs. Amal Mohamed the sum of Ten Thousand Dollars (\$10,000.00) in

United States Currency. In consideration thereof, Mrs. Amal Mohamed has provided an executed General Release of any and all claims against Fabco, and its current and former owners, subsidiaries, parent corporations, affiliated entities, predecessors, successors and assigns and any of their respective current or former officers, directors, employees, insurers and managing agents, arising out of or relating to the events that gave rise to this case, a copy of which is annexed hereto as Appendix A.

VII. Administration of Settlement Agreement

16. The terms of this Agreement shall be in full force and effect for three years from the date that it is fully executed by the parties.

17. This Agreement shall be binding on Fabco and any of its employees, representatives, officers, heirs, assigns, subsidiaries, or successors in interest.

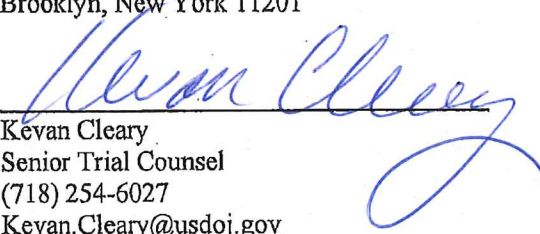
18. All notifications under this Agreement shall be sent to the United States Attorney's Office, Eastern District of New York, 271 Cadman Plaza East, Brooklyn, New York 11201 attn: AUSA Kevan Cleary.

Dated: Brooklyn, New York

April 13, 2015

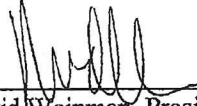
LORETTA E. LYNCH
United States Attorney for the
Eastern District of New York
Attorney for Plaintiff United States
271 Cadman Plaza East, 7th floor
Brooklyn, New York 11201

By:


Kevan Cleary
Senior Trial Counsel
(718) 254-6027
Kevan.Cleary@usdoj.gov

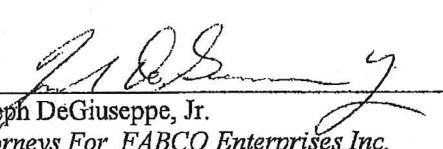
FABCO Enterprises Inc.
52-55 74th Street
Elmhurst, NY 11373-4108

By


David Weinman, President
On Behalf of FABCO Enterprises Inc.

BLEAKLEY PLATT & SCHMIDT, LLP
One North Lexington Ave., 7th Floor
White Plains, NY 10601

By


Joseph DeGiuseppe, Jr.
Attorneys For FABCO Enterprises Inc.
(914) 949-2700
jdeguseppe@bpslaw.com