

**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
AUTUMN LEAF ACADEMY, INC.**

USAO No. 2024V00074
D.J. No. 202-17M-627

I. BACKGROUND

1. The parties to this Settlement Agreement (the “Agreement”) are the United States of America and Autumn Leaf Academy, Inc. (“Autumn Leaf Academy”) (collectively, the “Parties”).
2. Autumn Leaf Academy is a day care facility located in Plant City, Florida, which provides childcare services for children ages twelve months to twelve years old.
3. The U.S. Attorney’s Office for the Middle District of Florida, a component of the U.S. Department of Justice, opened this matter for investigation after receiving a complaint from a parent of a child with a disability against Autumn Leaf Academy, alleging violations of Title III of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12181 et seq., and its implementing regulation, 28 C.F.R. Part 36. In the complaint, the parent alleges that, on or about November 30, 2022, Autumn Leaf Academy refused to enroll her two-year-old child with Down syndrome because she uses a gastronomy tube (i.e., “G-tube”) to eat.

II. INVESTIGATION AND DETERMINATIONS

4. The U.S. Attorney’s Office is authorized to investigate alleged violations of Title III of the ADA and to bring a civil action in federal court if the United States is unable to secure voluntary compliance in any case that involves a pattern or practice of discrimination or that raises issues of general public importance. 42 U.S.C. § 12188(b); 28 C.F.R. § 36.503.
5. Ensuring that places of public accommodation, including private day care centers, do not discriminate against individuals with disabilities and those associated with them is an issue of general public importance. 42 U.S.C. § 12188(b)(1)(B); 28 C.F.R. § 36.503(b).
6. Title III of the ADA prohibits public accommodations from discriminating against an individual on the basis of disability in the full and equal enjoyment of its goods, services, facilities, privileges, advantages, or accommodations (“goods or services”). 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201. The Autumn Leaf Academy facility is a place of public accommodation covered by Title III of the ADA because it is a day care center. 42 U.S.C. § 12181(7)(K); 28 C.F.R. § 36.104. Accordingly, Autumn Leaf Academy is a public accommodation subject to the requirements of the ADA because it is a private entity that

owns, leases, leases to, or operates a place of public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.104.

7. An “individual with a disability” is a person who has a physical or mental impairment that substantially limits one or more major life activities. 42 U.S.C. § 12102(1); 28 C.F.R. § 36.105. Down syndrome and digestive disorders or conditions are physical or mental impairments. 28 C.F.R. § 36.105(b). Eating is a major life activity. 42 U.S.C. § 12102(2)(A); 28 C.F.R. § 36.105(c)(1)(i). A major life activity also includes the operation of a major bodily function, such as digestive functioning. 42 U.S.C. § 12102(2)(B); 28 C.F.R. § 36.105(c)(1)(ii). Thus, the complainant’s daughter—a child with Down syndrome who requires a gastronomy tube to eat—is an individual with a disability because she is substantially limited in eating and her digestive functioning.
8. Title III also prohibits public accommodations from discriminating against an individual because of the known disability of an individual with whom the individual is known to have a relationship or association. 42 U.S.C. § 12182(b)(1)(E); 28 C.F.R. § 36.205. The parents of the child, an individual with a disability, are known to have a familial relationship with her. *See* 42 U.S.C. § 12182(b)(1)(E); 28 C.F.R. § 36.205. Title III therefore also protects the child’s parents from associational discrimination on the basis of disability.
9. In general, Title III prohibits public accommodations from subjecting an individual on the basis of disability to a denial of the opportunity to participate in or benefit from its goods or services. 42 U.S.C. § 12182(b)(1)(A)(i); 28 C.F.R. § 36.202(a). Specifically, a public accommodation shall not impose or apply eligibility criteria that screen out or tend to screen out an individual with a disability or any class of individuals with disabilities from fully and equally enjoying any goods or services being offered, unless such criteria can be shown to be necessary for the provision of such goods or services. 42 U.S.C. § 12182(b)(2)(A)(i); 28 C.F.R. § 36.301(a). A public accommodation shall make reasonable modifications in policies, practices, or procedures necessary to afford an individual with a disability the goods or services of the public accommodation, unless the public accommodation can demonstrate that making such modifications would fundamentally alter the nature of such goods or services. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302(a).
10. After a careful review of the information and documents obtained during the investigation, the United States has determined that Autumn Leaf Academy violated Title III of the ADA and its implementing regulation. 42 U.S.C. §§ 12181-12189; 28 C.F.R. pt. 36. Autumn Leaf Academy discriminated against the child and her parents by denying them the opportunity to participate in and benefit from its services on the basis of the child’s disability. 42 U.S.C. § 12182(b)(1)(A)(i); 28 C.F.R. § 36.202(a). Specifically, Autumn Leaf Academy applied eligibility criteria that screened out the child, *see* 42 U.S.C. § 12182(b)(2)(A)(i); 28 C.F.R. § 36.301(a), and failed and refused to make the reasonable modifications to its policies, practices, or procedures that were necessary to afford its services to the child. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302(a).

11. In consideration of the terms of this Agreement and Autumn Leaf Academy's cooperation with this investigation, the U.S. Attorney's Office agrees to refrain from undertaking further action in this matter, except as provided in Section V. The Parties agree to resolve this matter by voluntarily entering into this Agreement.

III. REMEDIAL ACTION

12. The ADA authorizes the U.S. Attorney's Office to seek equitable relief on behalf of individuals aggrieved as the result of violations of the ADA, including but not limited to providing an auxiliary aid or service, modification of policy, practice, or procedure, or alternative method. 42 U.S.C. § 12188(b)(2)(A)(ii); 28 C.F.R. § 36.504(a)(1)(ii).
13. Effective immediately, Autumn Leaf Academy agrees it shall not: (i) discriminate against any individual on the basis of disability, or on the basis of any individual's association or relationship with an individual with a disability, in the full and equal enjoyment of its goods, services, privileges, advantages, or accommodations; (ii) subject any individual on the basis of disability to a denial of the opportunity to participate in or benefit from its goods or services; (iii) impose or apply eligibility criteria that screen out or tend to screen out an individual with a disability or any class of individuals with disabilities from fully and equally enjoying any goods or services being offered, unless such criteria can be shown to be necessary for the provision of such goods or services; or (iv) fail to make reasonable modifications to policies, practices, and procedures when such modifications are necessary to afford access to such goods or services to individuals with disabilities, unless it demonstrates that the requested modifications would fundamentally alter the nature of its goods or services.
14. With respect to its obligation to provide reasonable modifications, Autumn Leaf Academy agrees that, in any group childcare setting, most children will need individualized attention occasionally, that a teacher or staff member may be required at times to provide such individualized attention, and that it must make any reasonable modifications necessary to integrate children with disabilities that would not constitute a fundamental alteration to Autumn Leaf Academy's goods, services, facilities, privileges, advantages, or accommodations. *See* 42 U.S.C. § 12182(b)(2); 28 C.F.R. § 36.302.
15. **Compliance Monitor.** Within fourteen (14) days of the effective date of this Agreement, Autumn Leaf Academy shall designate and maintain one individual who shall have responsibility for monitoring compliance with this Agreement, including ensuring that Autumn Leaf Academy adopts and implements the policies, practices, and procedures set forth in Section III ("Compliance Monitor"). Autumn Leaf Academy shall provide the Compliance Monitor with sufficient authority and resources to perform the tasks required by this Agreement, including review of all reasonable modification requests and any decisions to deny admission to, exclude from enrollment, or disenroll a child with a known or suspected disability. The Compliance Monitor shall maintain records regarding their review of all reasonable modification requests and all decisions to deny admission to, exclude from enrollment, or disenroll a child with a known or suspected disability. The contact information for the Compliance Monitor shall be publicized in Autumn Leaf

Academy's parent handbook and disseminated with application materials provided to parent(s), guardian(s), or caretaker(s) of prospective enrollees. Moreover, in addition to other obligations set forth in Section III of this Agreement, the Compliance Monitor shall have the following reporting obligations to the United States:

- a. Within 120 days of the effective date of this Agreement, the Compliance Monitor shall submit to the United States a report certifying that Autumn Leaf Academy has completed all of its obligations, required by that date, under Sections III and IV of this Agreement, as well as documentation to substantiate the same;
- b. Throughout the term of this Agreement, the Compliance Monitor shall submit to the United States a status report every six (6) months from the effective date of this Agreement. The status report shall certify whether Autumn Leaf Academy is meeting all of its obligations under Sections III and IV of this Agreement and provide documentation to substantiate the same; and
- c. Throughout the term of this Agreement, Autumn Leaf Academy shall maintain and preserve all documents related to compliance with this Agreement. The Compliance Monitor shall submit such documents or other information related to compliance with this Agreement to the United States upon request and reasonable notice, even if such request and corresponding information are unrelated to other reporting obligations specified in this Agreement.

16. **Non-Discrimination Policy.** Effective immediately, Autumn Leaf Academy will adopt, maintain, and enforce the non-discrimination policy attached hereto, and incorporated by reference herein as Exhibit 1 to this Agreement, regarding the prohibition of discrimination on the basis of disability ("Non-Discrimination Policy" or "Policy").

- a. During the term of this Agreement, Autumn Leaf Academy will not modify the Non-Discrimination Policy without the prior written consent of the United States. Autumn Leaf Academy will print and maintain copies of the Non-Discrimination Policy in a central location and provide the Policy to any interested party requesting it.
- b. Within thirty (30) days of the effective date of this Agreement, Autumn Leaf Academy will incorporate the Non-Discrimination Policy into its standard operating policies, including but not limited to its parent handbook, in accordance with the ADA and applicable state and local law. Autumn Leaf Academy will also post a copy of the Non-Discrimination Policy on the home page of its website.
- c. When informed that a child who may apply to, has applied to, or is already enrolled at Autumn Leaf Academy has a disability, Autumn Leaf Academy further agrees it will advise the child's parent(s), guardian(s), or caretaker(s) of the Non-Discrimination Policy and advise that Autumn Leaf Academy complies with the Policy, as well as all applicable federal, state, and local law. Autumn Leaf Academy will also provide parent(s), guardian(s), or caretaker(s) of children

with disabilities with a copy of the Policy, as well as any additional information regarding the process for requesting a reasonable modification to Autumn Leaf Academy's policies, practices, or procedures.

17. **ADA Training.** Autumn Leaf Academy will provide training on all policies, practices, and procedures mentioned or referred to in Section III of this Agreement to all owners, managers, employees, and independent contractors ("Personnel"). To the extent not otherwise covered, Autumn Leaf Academy will also provide training on the non-discrimination requirements under Title III of the ADA to all Personnel.
- a. Within thirty (30) days of the effective date of this Agreement, the Compliance Monitor shall submit to the United States, for review and approval, a description and copies of the training materials Autumn Leaf Academy proposes to use to satisfy its obligation under Paragraph 17 of this Agreement.
 - b. Within thirty (30) days of approval by the United States of the training materials Autumn Leaf Academy submits pursuant to Paragraph 17(a) of this Agreement, Autumn Leaf Academy will provide the training required pursuant to Paragraph 17 to all Personnel.
 - c. Autumn Leaf Academy shall provide new Personnel hired during the term of this Agreement with the training set forth in Paragraph 17 within thirty (30) days of their start date.
 - d. Within fourteen (14) days of the date Autumn Leaf Academy provides the training required pursuant to Paragraph 17 to its Personnel, the Compliance Monitor shall submit to the United States documentation, with the signature of each Personnel, certifying that they completed the training required pursuant to Paragraph 17.
18. **Complaints.** During the term of this Agreement, Autumn Leaf Academy shall notify the United States of any lawsuit, complaint, charge, or grievance, whether formal or informal, alleging discrimination by Autumn Leaf Academy on the basis of disability. Such notification must be provided in writing within fourteen (14) days of the date Autumn Leaf Academy receives notice of the allegation and must include, at minimum, the nature of the allegation, the name of the individual(s) or entity(s) bringing the allegation, the date Autumn Leaf Academy received the allegation, and any documentation possessed by Autumn Leaf Academy relating to the allegation.
19. **Retaliation.** Autumn Leaf Academy shall not retaliate against or coerce in any way any person who is trying to exercise their rights under this Agreement or the ADA.
20. Any notices or information provided to the United States related to this Agreement shall be sent by Autumn Leaf Academy via electronic mail or via overnight mail to:

Alexandra N. Karahalios

United States Attorney's Office
Middle District of Florida
400 N. Tampa Street, Suite 3200
Tampa, FL 33602
[REDACTED]

IV. MONETARY RELIEF FOR COMPLAINANTS

21. The ADA authorizes the Attorney General to seek compensatory damages on behalf of individuals aggrieved as the result of violations of the ADA. 42 U.S.C. § 12188(b)(2)(B); 28 C.F.R. § 36.504(a)(2).
22. Autumn Leaf Academy agrees to pay the parents of the child two thousand dollars (\$2,000.00) in damages to resolve all allegations of harm the parents and the child are alleged to have endured as a result of Autumn Leaf Academy's refusal to enroll the child. Autumn Leaf Academy will, within sixty (60) days of the effective date of this Agreement, send the parents, by certified mail, return receipt requested, or by overnight delivery, or by other agreed-upon means, a check for two thousand dollars (\$2,000.00) dollars. Autumn Leaf Academy will also provide to the United States a copy of all of the checks and transmittal letters sent to the parents.

V. ENFORCEMENT

23. **United States Enforcement.** The United States may review compliance with this Agreement at any time. If the United States believes Autumn Leaf Academy has failed to comply in a timely manner with any requirement of this Agreement without obtaining sufficient advance written agreement with the United States for a modification of the relevant terms, the United States will so notify Autumn Leaf Academy in writing and will attempt to resolve the issue(s) in good faith. If the United States is unable to reach a satisfactory resolution of the issue(s) raised within thirty (30) days of the date it provides notice to Autumn Leaf Academy, it may institute a civil action in the United States District Court for the Middle District of Florida to enforce the terms of this Agreement or the requirements of Title III of the ADA.
24. **Non-Waiver.** Failure by the United States to enforce this Agreement with regard to any deadline or any other provision herein will not be construed as a waiver of the United States' right to enforce other deadlines and provisions of this Agreement.
25. **Deadlines.** Any deadlines listed in this Agreement that fall on a weekend or federal holiday will be extended to the next business day. Any time limits for performance imposed by this Agreement may be extended only by the mutual written consent of the Parties. The United States shall not unreasonably withhold consent to a request for an extension of time made in good faith. A failure to comply with deadlines agreed upon in this Agreement constitutes a violation of this Agreement, and the United States may file a civil action in the United States District Court for the Middle District of Florida to enforce this Agreement or take any other action to enforce Title III of the ADA.

26. **Copies Available.** This Agreement and any amendment hereto shall be public documents. A copy of this Agreement may be made available to any person and Autumn Leaf Academy shall provide a copy of this Agreement to any person upon request.
27. **Resolution of Claims.** This Agreement fully and finally resolves any and all of the allegations of the complaint in this case. This Agreement will have no impact upon the rights or claims of any individual not identified in this Agreement who has made, or may make, claims against Autumn Leaf Academy for issues discussed herein. This Agreement is limited to resolving claims under Title III of the ADA related to the facts specifically set forth in Paragraph 3. Nothing in this Agreement relates to other provisions of the ADA or affects Autumn Leaf Academy's obligations to comply with any other federal, state, or local statutory, administrative, regulatory, or common law obligation, including those relating to nondiscrimination against individuals with disabilities. Nothing in this Agreement will preclude the United States from filing a separate action under the ADA for any alleged violation not covered by this Agreement. Nothing in this Agreement shall be considered an admission of liability on behalf of Autumn Leaf Academy.
28. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement, including its Exhibit, will be enforceable. 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. This Agreement does not purport to remedy any other potential violations of the ADA or any other federal law. This Agreement does not affect Autumn Leaf Academy's continuing responsibility to comply with all aspects of the ADA.
29. **Binding Effect.** This Agreement shall be binding on Autumn Leaf Academy, its agents, and its employees. In the event Autumn Leaf Academy seeks to transfer or assign all or part of its interest in the day care center, and the successor or assign intends on carrying on the same or similar use of the facility, as a condition of sale, Autumn Leaf Academy shall obtain the written agreement of the successor or assign to comply with any obligations remaining under this Agreement for the remaining term of this Agreement.
30. **Term of the Agreement.** This Agreement will remain in effect for one (1) year from the effective date.
31. **Effective Date and Signatory.** The effective date of this Agreement is the date of the last signature below. A signatory to this document in a representative capacity for Autumn Leaf Academy represents that they are authorized to bind that party to this Agreement.

FOR AUTUMN LEAF ACADEMY,
INC.:



DAVID V. HINKLEY
Owner and Operator
Autumn Leaf Academy, Inc.
3007 S. Daniels Road
Plant City, Florida 33566

DATED: 12/2/2025

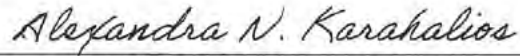


DIANNA L. HINKLEY
Owner and Operator
Autumn Leaf Academy, Inc.
3007 S. Daniels Road
Plant City, Florida 33566

DATED: 12/2/2025

FOR THE UNITED STATES OF
AMERICA:

GREGORY W. KEHOE
United States Attorney



ALEXANDRA N. KARAHALIOS
Assistant United States Attorney
United States Attorney's Office
Middle District of Florida
400 N. Tampa Street, Suite 3200
Tampa, Florida 33602

DATED: December 8, 2025

EXHIBIT 1

AUTUMN LEAF ACADEMY'S NON-DISCRIMINATION POLICY: PROHIBITION OF DISCRIMINATION ON THE BASIS OF DISABILITY

Autumn Leaf Academy, Inc. ("Autumn Leaf Academy"), consistent with the Americans with Disabilities Act of 1990 (ADA), will not discriminate against any individual on the basis of disability in the full and equal enjoyment of its goods, services, privileges, advantages, or accommodations ("goods or services"). Autumn Leaf Academy will also not discriminate against any individual because of the known disability of an individual with whom the individual is known to have a relationship or association. Autumn Leaf Academy will not impose or apply eligibility criteria that screen out or tend to screen out an individual with a disability or any class of individuals with disabilities from fully and equally enjoying any goods or services offered, unless such criteria can be shown to be necessary for the provision of such goods or services.

Autumn Leaf Academy understands that, in any group childcare setting, most children will need individualized attention occasionally, that a teacher or staff member may be required at times to provide such individualized attention, and that Autumn Leaf Academy must make any reasonable modifications necessary to integrate, or otherwise afford its goods or services to, children with disabilities, unless making such modifications would fundamentally alter the nature of its goods or services.

To request a reasonable modification, please contact [name and contact information]. Please submit your reasonable modification request in writing, if possible. Upon receiving a request for a reasonable modification, Autumn Leaf Academy will initiate an interactive process with the parent(s), guardian(s), or caretaker(s) to explore what reasonable modification(s) may be appropriate pursuant to the ADA. Autumn Leaf Academy will provide a response to a request for a reasonable modification in writing within fourteen (14) days from the date the request is received. Autumn Leaf Academy may:

1. Grant the request;
2. Make a narrowly tailored request for medical documentation relating to the child's disability and the need for reasonable modification(s);
3. Offer a different reasonable modification that addresses the request; or
4. Deny the request, provided that if a request for modification is denied, Autumn Leaf Academy shall document each reason for the denial and shall immediately notify the child's parent(s), guardian(s), or caretaker(s) in writing of the reason(s) for the denial.

If Autumn Leaf Academy denies a request for a reasonable modification, the child's parent(s), guardian(s), or caretaker(s) may appeal that decision by notifying Autumn Leaf Academy in writing within fourteen (14) days from the date the denial is received, at which time Autumn Leaf Academy and the child's parent(s), guardian(s), or caretaker(s) will attempt to agree on a reasonable modification. Any decision by Autumn Leaf Academy to maintain its denial of such request or other resolution between the parties reached during this subsequent process will be final.