

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

USAO No. 2026V00134 / DRS No. 2026-52292-GNT

I. BACKGROUND

1. The parties to this settlement agreement (the “Agreement”) are the United States of America and APC, INC. (collectively, the “Parties”).
2. APC is a professional office of a health care provider which provides pain management services. APC is a Florida corporation with its principal place of business in Tampa. APC also has an office in Brandon, Florida.
3. The United States Attorney’s Office for the Middle District of Florida, a component of the United States Department of Justice, opened this matter for investigation after receiving a complaint from an individual with disabilities against APC, alleging violations of Title III of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12181-89 (ADA), and its implementing regulation, 28 C.F.R. Part 36. Specifically, the complainant, a United States military veteran with disabilities, alleges that APC refused to allow him to attend his scheduled medical appointment with his service animal.

II. INVESTIGATION AND DETERMINATIONS

4. The United States 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 professional offices of health care providers, 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 (“services and facilities”). 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201.
7. APC’s facilities are places of public accommodation covered by Title III of the ADA because they are professional offices of health care providers. 42 U.S.C. § 12181(7)(F);

28 C.F.R. § 36.104. Accordingly, APC is a public accommodation subject to the requirements of the ADA because it is a private entity that owns, leases, leases to, or operates places of public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.104.

8. 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. Multiple sclerosis, epilepsy, gastroparesis, and post-traumatic stress disorder (PTSD) are physical or mental impairments. 28 C.F.R. § 36.105(b). Major life activities include physical activities, cognitive activities, and social activities, as well as the operation of major bodily functions. 42 U.S.C. § 12102(2); 28 C.F.R. § 36.105(c)(1). The complainant is an individual with disabilities because he has multiple sclerosis, epilepsy, gastroparesis, and PTSD, which substantially limit numerous major life activities.
9. A “service animal” is any dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. 28 C.F.R. §§ 36.104, 36.302(c)(9). The work or tasks performed by a service animal must be directly related to the individual’s disability. *Id.* § 36.104. Examples of work or tasks include, but are not limited to, providing non-violent protection or rescue work, assisting an individual during a seizure and helping individuals with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. *Id.* The complainant’s dog is a service animal because he is individually trained to provide non-violent protection, rescue work, and assistance for the complainant before, during, and after he experiences seizures and PTSD episodes, which are directly related to his disabilities.
10. After careful review of the information and documents obtained during the investigation, the United States has determined the following:
 - a. The complainant is a United States military veteran with multiple disabilities, including multiple sclerosis, epilepsy, gastroparesis, and PTSD. The complainant has a service dog who is trained to detect his impending seizures and PTSD episodes, move him to a safe position during seizures, and assist him both during and recovering from seizures and PTSD episodes.
 - b. The complainant was hospitalized in Tampa, Florida, in October 2025 for five days due to his gastroparesis. The complainant’s service dog stayed with the complainant throughout his hospitalization.
 - c. During the complainant’s hospitalization, Dr. Stanley R. Dennison, Jr., an interventional pain management specialist and the owner of APC, consulted with the complainant at the hospital regarding his abdominal pain. Dr. Dennison prescribed the complainant new pain medication and referred him for a follow-up appointment at APC’s Brandon office after his discharge.
 - d. On October 20, 2025, the complainant, his service dog, and his wife traveled to APC’s Brandon office for the complainant’s scheduled follow-up appointment.

The complainant's wife entered APC's office to check the complainant in for his appointment while the complainant and his service dog waited in the car. The complainant's wife informed APC staff that the complainant has a service dog. APC staff told the complainant's wife that pets are not allowed in APC's facility. The complainant's wife informed APC staff that the complainant's dog is a service animal, not a pet. APC staff then told the complainant's wife that they do not allow any animals in their facility because it is a "sterile environment."

- e. Because he uses a service dog, the complainant was not permitted to attend his medical appointment at APC, which he needed to continue to receive the new medication Dr. Dennison had prescribed him when he was hospitalized to manage his pain. Moreover, upon learning that APC would not allow him into their office to attend his medical appointment with his service dog, the complainant experienced a PTSD episode, followed by repeated seizures during the car ride home from APC and over the next several days.
11. The United States has therefore concluded that APC violated Title III of the ADA and its implementing regulation. 42 U.S.C. §§ 12181-12189; 28 C.F.R. pt. 36. APC discriminated against the complainant by denying him the opportunity to participate in and benefit from its services and facilities because he uses a service dog. 42 U.S.C. § 12182(b)(1)(A)(i); 28 C.F.R. § 36.202(a). Specifically, APC failed and refused to make the reasonable modifications to its policies, practices, or procedures that were necessary to allow the complainant to access APC's services and facilities with his service dog. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. §§ 36.302(a) and (c). APC also discriminated against the complainant's wife because of her relationship with the complainant, an individual with a disability. 42 U.S.C. § 12182(b)(1)(E); 28 C.F.R. § 36.205.
12. In consideration of the terms of this Agreement and APC's cooperation with this investigation, the United States Attorney's Office agrees to refrain from undertaking further action in this matter, except as provided in Section VI. The Parties agree to resolve this matter by voluntarily entering into this Agreement.

III. REMEDIAL ACTION

13. The ADA authorizes the United States 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).
14. **Nondiscrimination Based on Disability.** Effective immediately, as required by Title III of the ADA, APC shall not discriminate against based on disability in the full and equal enjoyment of the goods, services, privileges, advantages, or accommodations it provides. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201.

- a. Denial of Participation: APC shall not subject individuals on the basis of disability, directly, or through contractual, licensing, or other arrangements, to a denial of the opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations APC provides. 42 U.S.C. § 12182(b)(1)(A)(i); 28 C.F.R. § 36.202(a);
- b. Reasonable Modifications: APC shall make reasonable modifications to policies, practices, and procedures when such modifications are necessary to afford access to its services and facilities to individuals with disabilities, unless APC can demonstrate that the requested modifications would fundamentally alter the nature of its services and facilities. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302(a);
- c. Service Animals: APC shall modify its policies, practices, or procedures to permit the use of a service animal by an individual with a disability. 28 C.F.R. § 36.302(c)(1);
 - i. *Exceptions*: APC may only ask an individual with a disability to remove a service animal from its premises if: (i) the animal is out of control and the animal's handler does not take effective action to control it; or (ii) the animal is not housebroken. 28 C.F.R. § 36.302(c)(2).
 - ii. *Proper Exclusion*: If APC properly excludes a service animal under § 36.302(c)(2), it shall give the individual with a disability the opportunity to obtain its goods, services, and accommodations without having the service animal on the premises. 28 C.F.R. § 36.302(c)(3).
 - iii. *Animal Under Handler's Control*: A service animal shall be under the control of its handler. 28 C.F.R. § 36.302(c)(4). A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means). *Id.*
 - iv. *Care or Supervision*: APC is not responsible for the care or supervision of a service animal. 28 C.F.R. § 36.302(c)(5).
 - v. *Inquiries*: APC shall not ask about the nature or extent of a person's disability, but may only make two inquiries to determine whether an animal qualifies as a service animal:
 - 1. If the animal is required because of a disability; and
 - 2. What work or task the animal has been trained to perform.

28 C.F.R. § 36.302(c)(6). APC shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal. *Id.* Generally, APC may not make these inquiries about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability (e.g., the dog is observed guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability).

vi. *Access to Areas of Public Accommodations*: Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas of APC where members of the public, program participants, clients, customers, patrons, or invitees, as relevant, are allowed to go. 28 C.F.R. § 36.302(c)(7).

vii. *Surcharges*: APC shall not ask or require an individual with a disability to pay a surcharge, even if people accompanied by pets are required to pay fees, or to comply with other requirements generally not applicable to people without pets. 28 C.F.R. § 36.302(c)(8). If APC normally charges individuals for the damage they cause, an individual with a disability may be charged for damage caused by his or her service animal. *Id.*

d. Association: APC shall not exclude or otherwise deny equal goods, services, facilities, privileges, advantages, accommodations, or other opportunities to an individual or entity because of the known disability of an individual with whom the individual or entity is known to have a relationship or association. 42 U.S.C. § 12182(b)(1)(E); 28 C.F.R. § 36.205.

15. Nondiscrimination and Service Animal Policies. APC will adopt, implement, and enforce a nondiscrimination policy and a service animal policy that comply with Title III of the ADA. The updated policies, practices, and procedures must be approved by the United States in accordance with the following procedure:

- a. Within thirty (30) days of the Effective Date of the Agreement, APC will provide a draft nondiscrimination policy and a draft service animal policy to the United States. Both policies shall include, at minimum, descriptions of the nondiscrimination requirements under the ADA that APC must follow, as outlined in paragraph 14.
- b. The United States will review, provide edits, and, once acceptable, ultimately approve the policies via electronic mail or letter to APC. The United States will apply the requirements of the ADA and its implementing regulation to assess the policies. The Parties may in good faith exchange multiple drafts of the policies, but the United States retains discretion to provide final approval on whether the requirements in paragraph 15 are satisfied.

- c. Within seven (7) days of receipt of the United States' written approval of its nondiscrimination policy and service animal policy, respectively, APC will: convey the nondiscrimination policy to all APC owners, managers, and employees; conspicuously post the policies in the reception area of APC's offices; and conspicuously post the policies on the home page of APC's website. APC must also keep the policies on hand for any patient or companion who wishes to, upon request, read the policies. Wherever required to be posted, displayed, or kept on hand, APC must ensure that the policies are printed in a dark bold font on a contrasting background in the largest font that fits on two 8.5" by 11" pieces of paper.
- d. Within seven (7) days of doing each of the actions in paragraph 15(c), APC will provide the United States with documentation to substantiate the same. This documentation shall include copies of written confirmation from all APC owners, managers, and employees that they have received, read, and understand both policies.
- e. During the term of the Agreement, APC will not modify the nondiscrimination or service animal policies without the prior written consent of the United States.
- f. The Parties will meet in good faith as needed to ensure the provisions of paragraph 15 are satisfied.

16. **ADA Training.** APC will provide training to all APC owners, managers, and employees regarding Title III of the ADA and its implementing regulation in accordance with paragraph 14. Specifically, APC will provide training on the ADA's prohibition on discrimination, requirement on reasonable modifications to policies and procedures, and regulations on service animals. The training plan and materials must be approved by the United States in accordance with the following procedure:

- a. Within thirty (30) days of the Effective Date of the Agreement, APC will provide a proposed training plan and proposed training materials to the United States. The proposed training must include, at minimum, a review of the nondiscrimination and service animal policies enacted pursuant to paragraph 15. APC must also provide the approved training to all owners, managers, and employees on an annual basis and as needed.
- b. The United States will review, provide edits, and, once acceptable, ultimately approve the proposed training via electronic mail or letter to APC. The United States will apply the requirements of the ADA and its implementing regulation to assess the proposed training. The Parties may in good faith exchange multiple drafts of the training, but the United States retains discretion to provide final approval on whether the requirements in paragraph 16 are satisfied.
- c. Within fourteen (14) days of receipt of the United States' written approval, APC will provide the approved training to all owners, managers, and employees.

Within seven (7) days of providing the approved training, APC will provide the United States with copies of written confirmation from all APC owners, managers, and employees that they have received and understand the approved training.

- d. APC will provide new owners, managers, and employees hired during the term of the Agreement with the approved training within fourteen (14) days of their start date. Within seven (7) days of providing the approved training, APC will provide the United States with copies of written confirmation from all newly hired APC owners, managers, and employees that they have received and understand the approved training.
 - e. During the term of the Agreement, APC will not modify the approved training without the prior written consent of the United States.
 - f. The Parties will meet in good faith as needed to ensure the provisions of paragraph 16 are satisfied
17. **Service Animal Sign.** Within twenty-one (21) days of the Effective Date of the Agreement, APC will post in a conspicuous location in all public entryways of its facilities a sign prominently indicating “Service Animals Welcome.” The signage will have a non-glare finish and will be printed in dark, bold font with a 5/8-inch minimum character height on a contrasting light background. The Service Animal Sign(s) shall be mounted at 40 inches minimum above the finish floor to the baseline of the character and will be refreshed as needed. Within seven (7) days of posting the Service Animal Sign(s), APC will provide the United States with photographs confirming they have done so.
18. **Complaints.** During the term of the Agreement, APC shall notify the United States of any lawsuit, complaint, charge, or grievance, whether formal or informal, alleging discrimination by APC on the basis of disability. Such notification must be provided in writing within fourteen (14) days of the date APC 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 APC received the allegation, and any documentation possessed by APC relating to the allegation.
19. **Retaliation.** APC shall not retaliate against or coerce in any way any person who is trying to exercise their rights under the Agreement or the ADA.
20. Any notices or information provided to the United States related to this Agreement shall be sent by APC 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

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. Within thirty (30) days of the Effective Date of the Agreement, and upon receipt of a signed release of claims to be prepared by APC, APC will pay the complainant \$100,000 to compensate him and his wife for the harm they endured, including emotional distress, pain, and suffering, as a result of APC's refusal to allow the complainant to access APC's medical services with his service animal. APC and the complainant will be solely responsible for completing any tax forms and paying any taxes they owe resulting from the payments.
23. Within seven (7) days of payment, APC will also provide the United States with documentation to substantiate it has complied with the requirements of paragraph 22.

V. CIVIL PENALTY

24. Within 30 days of the Effective Date of the Agreement, pursuant to 42 U.S.C. § 12188(b)(2)(C)(i), 28 C.F.R. § 36.504(a)(3), and 28 C.F.R. § 85.5, APC shall pay to the United States Treasury a civil penalty of \$15,000 to vindicate the public interest. The United States will not collect any interest on the civil penalty amount. The payment will be in the form of an electronic fund transfer in accordance with written instructions to be provided by the United States.
25. The civil penalty required to be paid to the United States Treasury under the preceding paragraph is a debt for a fine, penalty, or forfeiture payable to and for the benefit of the United States within the meaning of 11 U.S.C. § 523(a)(7) and is not compensation for actual pecuniary loss.

VI. ENFORCEMENT

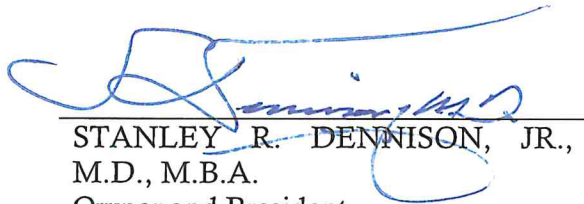
26. **United States Enforcement.** The United States may review compliance with this Agreement at any time. If the United States believes APC has failed to comply in a timely manner with any requirement of the Agreement without obtaining sufficient advance written agreement with the United States for a modification of the relevant terms, the United States will so notify APC 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 APC, it may institute a civil action in the United States District Court for the Middle District of Florida to enforce the terms of the Agreement or the requirements of Title III of the ADA.

27. **Non-Waiver.** Failure by the United States to enforce the 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.
28. **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 the Agreement constitutes a violation of the 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.
29. **Copies Available.** The Agreement and any amendment hereto shall be public documents. A copy of the Agreement may be made available to any person and APC shall provide a copy of this Agreement to any person upon request.
30. **Resolution of Claims.** The Agreement fully and finally resolves any and all of the allegations of the complaints in this case. The Agreement will have no impact upon the rights or claims of any individual not identified in the Agreement who has made, or may make, claims against APC for issues discussed herein. The Agreement is limited to resolving claims under Title III of the ADA related to the facts specifically set forth in Section II. Nothing in this Agreement relates to other provisions of the ADA or affects APC'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 APC.
31. **Entire Agreement.** The 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 will be enforceable, except as provided in paragraphs 26 and 28. If any term of the Agreement is determined by any court to be unenforceable, the other terms of the Agreement shall nonetheless remain in full force and effect. The Agreement does not purport to remedy any other potential violations of the ADA or any other federal law. The Agreement does not affect APC's continuing responsibility to comply with all aspects of the ADA.
32. **Binding Effect.** The Agreement shall be binding on APC, its agents, and its employees. In the event APC seeks to transfer or assign all or part of its interest in the healthcare office, and the successor or assign intends on carrying on the same or similar use of the facility, as a condition of sale, APC shall obtain the written agreement of the successor or assign to comply with any obligations remaining under the Agreement for the remaining term of the Agreement.

33. **Term of the Agreement.** The Agreement will remain in effect for two (2) years from the effective date.

34. **Effective Date and Signatory.** The effective date of the Agreement is the date of the last signature below. A signatory to this document in a representative capacity for APC represents that they are authorized to bind that party to the Agreement.

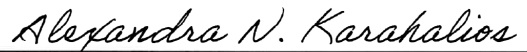
FOR APC, INC.:


STANLEY R. DENNISON, JR.,
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Owner and President
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1921 W. Dr. Martin Luther King Jr.
Boulevard
Tampa, Florida 33609

DATED: 7-7-26

FOR THE UNITED STATES OF
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DATED: July 8, 2026

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DATED: