



**SETTLEMENT AGREEMENT
UNDER THE AMERICANS WITH DISABILITIES ACT
BETWEEN
THE UNITED STATES OF AMERICA
AND
CHARIOT TRANSIT INC.**

USAO # 2016V00666

DJ # 202-11-362

BACKGROUND

1. The parties to this Settlement Agreement are the United States of America and Chariot Transit, Inc. (d/b/a and hereinafter "Chariot").
2. This matter was initiated by a compliance review of Chariot, headquartered in San Francisco, California. The U.S. Department of Justice conducted this review under the authority granted by title III of the Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12188.
3. The parties agree that it is in their best interests, and the United States believes that it is in the public interest, to resolve this dispute without engaging in litigation. The parties have therefore voluntarily entered into this Agreement, as follows:

TITLE III COVERAGE AND DETERMINATIONS

4. The Attorney General is responsible for enforcing title III of the ADA, 42 U.S.C. §§ 12181-89, and the relevant regulations implementing title III, 28 C.F.R. pt. 36 and 49 C.F.R. pts. 37 and 38.
5. Chariot is a private transportation company with its principal place of business at 450 Mission Street #501, San Francisco, California, 94105. Chariot is incorporated in the State of Delaware.
6. Chariot currently provides private commuter transportation services in three locations: the San Francisco Bay Area, New York City, and in Austin, Texas. Customers request rides through an app, and the Chariot commuter vehicle stops at pre-determined locations if customers have requested a vehicle to stop there. Chariot customers may request a ride up to a minute in advance of an available vehicle arriving; however, reservations are typically made between 15-45 minutes in advance. Chariot also operates "Chariot Direct," which has fixed pick-up locations, but non-fixed drop-off locations. Chariot and Chariot Direct use the same vehicles.

7. When a private entity that is primarily engaged in the business of transporting people and that operates fixed route transportation services purchases or leases a new vehicle (other than an automobile or a van with a seating capacity of less than eight passengers, including the driver), that vehicle must be readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs. 42 U.S.C. § 12184(b)(3) and 49 C.F.R. § 37.103(b).
8. When a private entity that is primarily engaged in the business of transporting people and that operates a demand responsive transportation service purchases or leases a new vehicle (other than an automobile or a van with a seating capacity of less than eight passengers, including the driver), that vehicle must be readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, unless the system, when viewed in its entirety, meets the standard for equivalent service. 42 U.S.C. § 12184(b)(3) and 49 C.F.R. § 37.103(c).
9. A demand responsive system, when viewed in its entirety, shall be deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual, and is equivalent to the service provided other individuals with respect to response time, fares, geographic area of service, hours and days of service, availability of information, reservations capability, any constraints on capacity or service availability, or restrictions based on trip purpose. 42 U.S.C. § 12184(b)(3) and 49 C.F.R. § 37.105.
10. The Department of Justice has determined that (a) From July 2015 to November 2016, Chariot leased at least 161 new 14-passenger vehicles for use in its services in the San Francisco Bay Area and Austin. (b) At the time Chariot purchased the vehicles, Chariot operated fixed-route services. (c) None of these vehicles were readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, although Chariot did rent three wheelchair accessible vehicles at various times during this period. (d) During this time, Chariot's website and individual responses to customer inquiries indicated that Chariot only provided service to individuals who use wheelchairs if they could transfer to a seat and if there was space for their wheelchair that did not take the seat of another passenger; those who required an accessible vehicle would only be provided "accessible resources in the region."
11. Chariot maintains that it has always been, and currently is, operating a demand responsive commuter service. Nothing in this Agreement shall be construed as an admission of Chariot of any liability.
12. Chariot's current fleet is comprised of a mix of 14-passenger vehicles without wheelchair lifts and 8-passenger vehicles with wheelchair lifts. As of the time of this Agreement, Chariot has 278 10-passenger and 14-passenger vehicles in San Francisco, New York, and in Austin, and 10 8-passenger vehicles with wheelchair lifts in San Francisco, New York, and Austin. While Chariot had in the past rented wheelchair accessible vehicles, Chariot has acquired all of the vehicles with wheelchair lifts since the United States began its compliance review.

ACTIONS TO BE TAKEN BY CHARIOT

13. Chariot agrees that it will not discriminate against any individual in the full and equal enjoyment of its transportation services, privileges, advantages, or accommodations, within the meaning of title III of the ADA, 42 U.S.C. § 12184, 28 C.F.R. pt. 36 and 49 C.F.R. pts. 37 and 38.
14. Chariot maintains that it operates a demand responsive service that provides equivalent service to individuals with disabilities, including individuals who use wheelchairs. Chariot agrees to operate sufficient vehicles that are readily accessible to and useable by individuals with disabilities, including individuals who use wheelchairs, in-house in each market in which it operates, to ensure that it provides equivalent service to individuals with disabilities. A vehicle is accessible if it complies with the vehicle standards at 49 C.F.R. Part 38. Every calendar quarter, Chariot will track response time details for requests for wheelchair-accessible service compared to all other requests for Chariot service, will assess this data, and will increase the number of accessible vehicles in its fleet in each market in which it does not meet equivalent response times. The requirements of this paragraph shall become effective 120 days after the effective date of this Agreement.
15. Chariot currently does not, and will not in the future, post, distribute, or publish any postings, signs, or any other written material in electronic, web, or hard copy format that states that a passenger with a disability is required to provide more advance notice to get accessible transportation than a passenger without a disability must provide.
16. Chariot will not require passengers with disabilities, including individuals who use wheelchairs, to book a Chariot trip in a way different than any other passenger. The Chariot smartphone application will request all relevant information from passengers such that a separate phone call or message with Chariot staff will not be required for passengers with disabilities. The requirements of this paragraph shall become effective 180 days after the effective date of this Agreement.
17. Within 90 days of the effective date of this Agreement, Chariot will advertise that all of its transportation services are accessible, which for purposes of this agreement, means:
 - a. A post on the main page at www.chariot.com, in the same font size as headings, which reads: "Chariot's service is wheelchair accessible. Chariot provides equivalent service to individuals with disabilities, including individuals who use wheelchairs." This text will accompany a link to Chariot's accessibility policy.
 - b. A post on the Chariot Twitter account (currently @Chariot) each month at a date and time as provided by the United States, for at least six months, that reads: "Our service is accessible under the ADA." These postings will be pinned on the Chariot twitter page and will not be deleted for the duration of this Agreement.
 - c. A post on the Chariot Facebook account (currently www.facebook.com/Chariot), each month at a date and time as provided by the United States, along with the International Symbol of Accessibility or an image of an accessible Chariot, for at

least six months that reads: “Our service is wheelchair accessible. Please come ride with us.” These postings will not be deleted for the duration of this Agreement.

- d. For one year, quarterly outreach to at least one disability rights and/or independent living advocacy organization in the San Francisco Bay and Austin areas; and, for the duration of the Agreement, one-time outreach to such organization in New York City and any future commuter service markets. “Outreach” shall mean an in-person or telephonic meeting with Chariot’s representatives, which may include Chariot’s attorneys. Such outreach will be in coordination with, and the selection of organization upon the approval of, Department of Justice representatives.
18. Within 120 days of the effective date of this Agreement, and every year thereafter for the duration of this Agreement, Chariot will train the employees who interact with commuter customers, commuter vehicles, or the commuter customer-facing App (including product design employees, customer success managers and agents, Charioteers (drivers), captains, marketing employees, brand ambassadors, dispatchers, operations employees, and general managers) on the ADA requirements for private entities operating a transportation system and Chariot’s policies and practices regarding accommodation of individuals with disabilities. Chariot will also provide the same training and notification to employees within 28 days of hire. This training will last at least 30 minutes. The agenda, and materials must be submitted to the United States for review and comment. The United States will respond within 28 days of receiving Chariot’s submission.
19. Within 60 days of the effective date of this Agreement, Chariot will designate a responsible employee in charge of compliance with the ADA and this Agreement, as required by 49 C.F.R. § 37.17(a). Within 60 days of their designation, that individual will adopt and implement a complaint procedure consistent with 49 C.F.R. § 37.17(b). Complaint data collected under 49 C.F.R. § 37.17(b) will be provided to the United States upon request.
20. Within 28 days of the effective date of this Agreement, Chariot will pay to the United States a civil penalty in the amount of \$50,000 as authorized by 42 U.S.C. § 12188(b)(2)(C) and 28 C.F.R. § 36.504(a)(3), as amended. Chariot shall issue a check in payable to the “United States Treasury,” to be delivered by overnight courier to counsel for the United States identified in paragraph 28.
21. Chariot will notify the United States in writing when it has completed the actions described in paragraphs 13–19. Upon request, Chariot will provide the United States the details and results of its quarterly response time analysis conducted under paragraph 14. Notification of Chariot’s completion of the training described in paragraph 18 will be provided to the United States on an annual basis within 28 days of the end of each calendar year covered by this Agreement.

IMPLEMENTATION

22. In consideration for entering this Agreement, the United States will refrain from undertaking further enforcement action relating to this investigation or from filing a civil

action alleging discrimination based on the allegations set forth above. However, the United States may review Chariot's compliance with this Agreement or title III of the ADA at any time. If the United States believes that any portion of this Agreement or title III of the ADA has been violated, it may institute a civil action in the appropriate U.S. District Court to enforce title III of the ADA, following written notice to Chariot of the possible violation and a period of 21 days in which Chariot has the opportunity to cure the alleged violation.

23. Failure by the United States to enforce any provisions in this Agreement is not a waiver of its right to enforce other provisions of this Agreement.
24. 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, provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the United States and Chariot shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
25. This Agreement is binding on Chariot, including all principals, agents, executors, administrators, representatives, employees, successors in interest, beneficiaries, and assigns. In the event that Chariot seeks to sell, transfer, or assign all or part of its interest during the term of this Agreement, as a condition of sale, transfer, or assignment, Chariot will obtain the written agreement of the successor, buyer, transferee, or assignee to all obligations remaining under this Agreement for the remaining term of this Agreement.
26. The signatory for Chariot represents that he or she is authorized to bind Chariot to this Agreement.
27. This Agreement is the entire agreement between the United States and Chariot on the matters raised herein and no other statement, promise or agreement, either written or oral, made by any party or agents of any party, is enforceable. This Agreement can only be modified by mutual written agreement of the parties.
28. This Agreement is not intended to remedy any other potential violations of the ADA or any other law that is not specifically addressed in this Agreement. Nothing in this Agreement relieves Chariot of its obligation to otherwise comply with the requirements of the ADA.
29. This Agreement applies to Chariot's conduct solely within the United States. It is not intended to apply to Chariot's conduct, or require any action on behalf of Chariot, in any other country.
30. All documents and communications required to be sent to the United States under the terms of this Agreement shall be sent to the following individual by overnight courier or, where practicable, by e-mail:

Erica Blachman Hitchings
Assistant U.S. Attorney
Civil Division
United States Attorney's Office
450 Golden Gate Avenue, 11th Floor
San Francisco, California 94102
erica.hitchings@usdoj.gov

EFFECTIVE DATE/TERMINATION DATE


31. The effective date of this Agreement is the date of the last signature below.
32. The duration of this Agreement will be three years from the effective date.

AGREED AND CONSENTED TO:

FOR THE UNITED STATES OF AMERICA

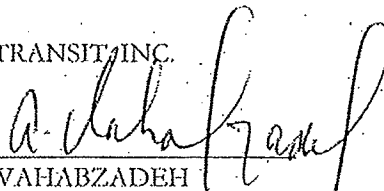
BRIAN J. STRETCH
United States Attorney
Northern District of California

Date: 11/6/17

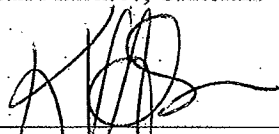
By: 
ERICA BLACHMAN HITCHINGS
Assistant U.S. Attorney
Civil Division
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FOR CHARIOT TRANSIT, INC.

Date: 10/30/17


ALI VAHABZADEH
CEO
Chariot Transit, Inc.
95 Minna Street
San Francisco, California

Date: 11/1/17


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