

**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
DOWNERS GROVE TATTOO COMPANY
UNDER THE AMERICANS WITH DISABILITIES ACT**

I. BACKGROUND

1. The parties to this Settlement Agreement are the United States of America and Downers Grove Tattoo Company.
2. This matter was initiated by a prospective customer, who filed a complaint with the United States Department of Justice, alleging that a tattoo artist at the Downers Grove Tattoo Company in Downers Grove, Illinois (“DG Tattoo”) discriminated against her on the basis of her disability in violation of Title III of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12181-12189. Specifically, the Complainant alleged that an artist at the DG Tattoo refused to provide requested tattoo services after Complainant disclosed that she had tested positive for the human immunodeficiency virus (“HIV-positive”).
3. The parties agree that it is in their best interest, and the United States believes that it is in the public interest, to resolve this dispute. The parties have therefore voluntarily entered into this Settlement, agreeing as follows:

II. TITLE III COVERAGE DETERMINATIONS

4. The Attorney General is responsible for enforcing Title III of the ADA, 42 U.S.C. §§ 12181-12189, and the relevant regulation implementing Title III, 28 C.F.R. Part 36.
5. The Complainant, an individual with HIV, has a physical impairment that substantially limits one or more major life activities, including the bodily functions of the immune system. Accordingly, she has a disability within the meaning of 42 U.S.C. § 12102 and 28 C.F.R. § 36.105.
6. DG Tattoo is an Illinois Corporation doing business as Downers Grove Tattoo Company and is located at 615 Ogden Avenue in Downers Grove, Illinois, 60515. DG Tattoo maintains two tattoo artists on site who are licensed under Illinois law to provide tattoos and body piercings to the public.
7. DG Tattoo is a public accommodation within the meaning of 42 U.S.C. § 12181(7) because, among other things, the business affects commerce and its facility is a place of public accommodation because it is a service establishment. DG Tattoo owns, leases or operates a place of public accommodation, the tattoo parlor facility, and is thus subject to Title III of the ADA. 28 C.F.R. § 36.105; 28 C.F.R. § 36.201(a).

8. Under Title III of the ADA, no person who owns, leases, or operates a place of public accommodation may discriminate against an individual on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of a place of public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201(a).
9. Ensuring that service establishments do not discriminate on the basis of disability is an issue of general public importance. The United States is authorized to investigate alleged violations of Title III of the ADA and to bring a civil action in federal court in any case that involves a pattern or practice of discrimination or that raises an issue of general public importance. 42 U.S.C. § 12188(b).
10. As a result of its investigation, the United States has determined the following:
 - a. The Complainant is HIV-positive.
 - b. On January 27, 2018, the Complainant and her friend visited the DG Tattoo facility in order to receive matching tattoos on their wrists. They consulted with a DG Tattoo employee, a tattoo artist, and selected the design of the tattoo.
 - c. The Complainant alleges she then completed the required registration forms and disclosed on the forms that she was HIV-positive. Complainant further alleges that upon learning that Complainant was HIV positive, the DG Tattoo tattoo artist told Complainant that DG Tattoo would not give her a tattoo because DG Tattoo does not serve customers who have HIV or AIDS. DG Tattoo denies these allegations.
 - d. According to the Complainant, she became embarrassed, began to cry, and then left DG Tattoo facility distraught and angered by what she believes was discriminatory treatment on the basis of her HIV status. DG Tattoo denies these allegations.
 - e. The Complainant alleges she and her friend visited another tattoo parlor in hopes of getting the same tattoos they wanted from DG Tattoo. The Complainant stated that she again disclosed her HIV-positive status, and the tattoo artist expressed no reservations or hesitation about administering a tattoo to the Complainant. As a result, the Complainant and her friend obtained tattoos from this second tattoo parlor.
11. The United States has determined that DG Tattoo discriminated against the Complainant by denying her tattoo services because the Complainant is HIV-positive, in violation of 42 U.S.C. § 12182 and 28 C.F.R. § 36.201.
12. The Complainant is an aggrieved person pursuant to 42 U.S.C. § 12188(b)(2)(B).

III. ACTIONS TO BE TAKEN BY DG TATTOO

13. DG Tattoo and its owners, employees, contractors, staff, and agents (collectively, "Staff"), will not discriminate against any individual on the basis of disability, including HIV or AIDS, in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations offered at DG Tattoo facilities, consistent with Title III of the ADA, 42 U.S.C. § 12182, and its implementing regulation, 28 C.F.R. Part 36.
14. Within thirty (30) days of the effective date of this Agreement, DG Tattoo will submit a non-discrimination policy to the United States for its review and approval. The non-discrimination policy will state that DG Tattoo does not discriminate in the provision of services to persons with disabilities, including persons who have HIV or AIDS. Once it has been approved by the United States, DG Tattoo will adopt, maintain, and enforce the non-discrimination policy for the duration of this Agreement. This policy statement will be conspicuously posted in the reception area of each current and future DG Tattoo locations and on the company's facebook webpage currently located at <https://www.facebook.com/downersgrovetattoo>, as well as on the homepage of any current or future DG Tattoo website, for the duration of this Agreement.
15. Within sixty (60) days of the effective date of this Agreement, and every year thereafter for the duration of the Agreement, DG Tattoo will provide training on Title III of the ADA to all Staff including training about HIV/AIDS and disability discrimination in general. DG Tattoo will submit evidence to the United States that DG Tattoo has successfully completed the training within 30 days of completion. DG Tattoo will seek and obtain prior approval of the trainer from the United States before any Staff take the training.
16. In addition, DG Tattoo will ensure that all new employees, contractors and agents receive the training referenced in **paragraph 15** as a component of new employee training and orientation. DG Tattoo shall provide the training to new employees, agents and contractors within thirty (30) days of their start date.
17. All training manuals or written materials concerning DG Tattoo's policies and practices used in the training required in **paragraph 15** or revised or created after the effective date of this Agreement shall be consistent with the provisions of this Agreement, and approved in advance by counsel for the United States.
18. DG Tattoo shall create and maintain an attendance log that documents the name of each individual who attends the trainings required in **paragraph 15**, his or her title, and the date he or she attended the training. Copies of such attendance sheets shall be provided to the United States within ten (10) days of any request for them.
19. Within ten (10) days after receiving the Complainant's signed release (a blank release form is attached as **Exhibit A**), DG Tattoo will send a check as follows: \$10,000 made out to

the Complainant. This check is compensation to the Complainant pursuant to 42 U.S.C. §12188(b)(2)(B) for the effects of the discrimination and the harm she has endured (including emotional distress and pain and suffering) as a result of DG Tattoo's failure to provide tattoo services to her.

20. The check shall be mailed or hand-delivered to:

Patrick Johnson
Assistant United States Attorney
219 S. Dearborn St., Fifth Floor
Chicago, Illinois 60604

21. DG Tattoo will not withhold taxes from the monetary award and the Complainant will accept responsibility for taxes due and owing, if any, on the monetary award. DG Tattoo will issue to the Complainant an IRS form 1099 reflecting the amount paid to her.
22. Within seven (7) days of receipt of any complaint related to any alleged violation of the ADA or related to an action which, if substantiated, would be disability-based discrimination, DG Tattoo shall send written notification to counsel for the United States with a copy of any such complaint (or, if an oral complaint was made, a description of the complaint) and a complete copy of DG Tattoo's response, if any.
23. For each potential client who is not accepted as a customer due to any physical or mental medical condition, DG Tattoo will create a written file and will maintain the written file for at least two years from the date the potential client is not accepted. Each file must identify all persons involved in the determination to not accept the customer and must include written documentation supporting the basis for the determination. Copies of such files shall be provided to the United States within ten (10) days of any request for them.
24. Employees whose duties will involve the record-keeping provisions set forth in **paragraph 23** shall be trained on how to implement those provisions.
25. DG Tattoo will notify the United States in writing when it has completed the actions described in **paragraphs 14-18**. This notification need only be provided when DG Tattoo and all of its Staff have completed the action required in the relevant paragraph(s). If any issues arise that affect the anticipated completion dates set forth in those paragraphs, DG Tattoo will immediately notify the United States of the issue(s), and the parties will attempt to resolve those issues in good faith.

IV. OTHER PROVISIONS

26. In consideration for the Agreement set forth above, the United States will close its investigation of DG Tattoo and will not institute a civil action at this time alleging discrimination based on the determinations set forth in **paragraph 10**. However, the United States may review DG Tattoo's compliance with this Agreement or Title III of the ADA at any time. If the United States believes that Title III of the ADA, this Agreement, or any portion of it has been violated, it may commence a civil action in the appropriate U.S. District Court to enforce this Agreement and/or Title III of the ADA.
27. Failure by the United States to enforce any provision of this Agreement is not a waiver of its right to enforce any provisions of this Agreement.
28. 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 DG Tattoo 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.
29. This Agreement is binding on DG Tattoo, including all principals, owners, agents, executors, administrators, representatives, employees, successors in interest, beneficiaries, and assignees.
30. This Agreement constitutes the entire agreement between the United States and DG Tattoo on the matters raised herein, and no prior or contemporaneous statement, promise, or agreement, either written or oral, made by any party or agents of any party, that is not contained in this written agreement, including any attachments, is enforceable. This Agreement can only be modified by mutual written agreement of the parties.
31. This Agreement does not constitute a finding by the United States that DG Tattoo is in full compliance with the ADA. 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, including any other claims for discrimination on the basis of HIV or AIDS. Nothing in this Agreement relieves DG Tattoo of its obligation to fully comply with the requirements of the ADA.
32. DG Tattoo shall not discriminate or retaliate against any person because of his or her participation in this matter.

V. EFFECTIVE DATE/TERMINATION DATE

33. The effective date of this Agreement is the date of the last signature below.

34. The duration of this Agreement will be two years from the effective date.

**FOR DOWNERS GROVE TATTOO
COMPANY**

Toni Youngman
Owner, Downers Grove Tattoo Co.
5904 N. Ash St.
Spokane, WA 99205

Date

FOR THE UNITED STATES OF AMERICA

Patrick W. Johnson
United States Attorney
Northern District of Illinois

Patrick W. Johnson
Assistant U.S. Attorney
Northern District of Illinois
U.S. Attorney's Office
219 S. Dearborn St., Fifth Fl.
Chicago, IL 60604

Date

Exhibit A – Release

I, _____, execute this Release for the benefit of Downers Grove Tattoo Company in Downers Grove, Illinois (“DG Tattoo”).

WHEREAS, I have claimed in a complaint filed with the United States Department of Justice (the “United States”) that personnel at DG Tattoo discriminated against me on the basis of my disability in violation of Title III of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12181-12189. Specifically, I alleged that an artist at the DG Tattoo refused to provide requested tattoo services after I disclosed that I had tested positive for the human immunodeficiency virus (“HIV-positive”);

WHEREAS, the United States engaged in an investigation and settlement negotiations on behalf of the public interest;

WHEREAS, the United States and DG Tattoo have agreed to a settlement in this matter (the “Settlement”);

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in consideration of the payment to me of the sum of ten thousand (\$10,000.00) dollars as set forth in the Agreement, I agree as follows:

1. I hereby release and forever discharge DG Tattoo, its parents, sponsors, its subsidiaries, affiliates, successors, assigns, shareholders, directors, officers, agents, heirs, and current and former employees from any and all causes, suits, reckonings, whether in law or equity, known or unknown, and claims for attorneys’ fees, costs, interest and claims for any other damages, whether that be compensatory, exemplary, punitive or any other form, and any other claim whatsoever, which I now have or have ever had, relating to or arising (or could have arisen) from my allegations of discrimination under title III of the Americans with Disabilities Act against DG Tattoo.
2. This Release is a one-page document. By signing below, I agree to all terms contained in this Release. I further acknowledge that I have entered into this Release voluntarily and of my own free will.

Name

Date: November ____, 2019