

**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
FAUX EVER BEAUTY
UNDER THE AMERICANS WITH DISABILITIES ACT
DJ# 202-23-379**

I. BACKGROUND

1. The parties to this Settlement Agreement are the United States of America and Faux Ever Beauty.
2. This matter was initiated by a prospective client, who filed a complaint with the United States Department of Justice, alleging that Faux Ever Beauty discriminated against him on the basis of his disability in violation of Title III of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12181-12189. Specifically, the Complainant alleges that Faux Ever Beauty refused to perform a microblading procedure on him because he has HIV, thus discriminating against him on the basis of a disability.
3. The parties have reached an agreement that to avoid the time, expense, and uncertainty of litigation, it is in the parties’ 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 AND DETERMINATIONS

4. The Attorney General is responsible for enforcing Title III of the ADA, 42 U.S.C. § 12188(b), and Title III’s implementing regulation, 28 C.F.R. pt. 36.
5. The Complainant has a disability within the meaning of 42 U.S.C. § 12102 and 28 C.F.R. § 36.104. HIV is a physical impairment that substantially limits one or more major life activities, the function of the immune system. 42 U.S.C. § 12102(1) – (2). Accordingly, the Complainant, an individual with HIV, has a disability within the meaning of 42 U.S.C. § 12102 and 28 C.F.R. § 36.104.
6. Faux Ever Beauty is an Illinois corporation that performs semi-permanent cosmetic tattooing. The official address where Faux Ever Beauty operates and meets clients at its facility is 6534 Joliet Road, Countryside, Illinois 60525.
7. Faux Ever Beauty owns, leases, or operates a place of public accommodation within the meaning of 42 U.S.C. § 12182(a). It is a private entity, 42 U.S.C. § 12181(6), that is a beauty shop or service establishment, 42 U.S.C. § 12181(7)(F), affecting commerce, 42 U.S.C. § 12181(7); 42 U.S.C. § 12181(1).

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. The United States has a duty to investigate violations of Title III, 42 U.S.C. § 12188(b)(1)(A)(i), and may commence a civil action in any appropriate United States district court if there is reasonable cause to believe that a person has been discriminated against under Title III and such discrimination raises an issue of general public importance. 42 U.S.C. § 12188(b)(1)(B)(ii).
10. As a result of its investigation, the United States has determined the following:
 - a. The Complainant was diagnosed with HIV many years prior to the occurrence here.
 - b. The Complainant was seeking a microblading procedure in January 2020.
 - c. The Complainant contacted Faux Ever Beauty via Instagram for a consultation because he liked Faux Ever Beauty's microblading work shown on Faux Ever Beauty's page.
 - d. On January 27, 2020, the Complainant and Faux Ever Beauty spoke on the phone for the consultation. During the consultation, the Complainant disclosed to an artist of Faux Ever Beauty that he has HIV. That artist of Faux Ever Beauty explained that the Complainant had a vulnerable immune system and stated that Faux Ever Beauty would not perform the microblading procedure on the Complainant due to his HIV status.
 - e. After the phone consultation, the Complainant alleges he was distraught and in significant emotional distress. The Complainant alleges he continues to suffer significant emotional distress because of the discrimination he allegedly faced during the phone consultation.
11. The United States has determined that Faux Ever Beauty discriminated against the Complainant by denying him services, including a microblading procedure, 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 under 42 U.S.C. § 12188(b)(2)(B).

III. ACTIONS TO BE TAKEN BY FAUX EVER BEAUTY

13. Faux Ever Beauty 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 it offers at any of its current or future locations,

consistent with Title III of the ADA, 42 U.S.C. §§ 12181-12189, and its implementing regulation, 28 C.F.R. Part 36.

14. Within 60 days of the effective date of this Agreement, all artists of Faux Ever Beauty will attend training on Title III of the ADA and will submit evidence to the USAO-NDIL that the artists have successfully completed the training within 30 days of completion.
15. Within 30 days of the effective date of this Agreement, Faux Ever Beauty will adopt the non-discrimination policy provided by the USAO-NDIL. The non-discrimination policy will state that Faux Ever Beauty does not discriminate in the provision of services to persons with disabilities, including persons who have HIV. Faux Ever Beauty 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 facility, and the company's Facebook page in the "About" section, as well as on the homepage of any current or future Faux Ever Beauty website, for the duration of this Agreement.
16. Within 30 days of the effective date of this Agreement, Faux Ever Beauty will remove any language from Faux Ever Beauty's website and any other online page for Faux Ever Beauty that excludes individuals with certain disabilities from permanent makeup. Faux Ever Beauty may use language advising, but not requiring, individuals with certain conditions to consult their doctor.
17. In addition, Faux Ever Beauty will provide training on Title III of the ADA to any new employees, contractors, and/or staff (excluding cleaning staff and/or staff whose job description does not include any interactions with clients or potential clients) including training about HIV and disability discrimination in general, as a component of new employee training and orientation. Faux Ever Beauty shall provide the training to new employees, and contractors within 30 days of their start date. Documentation of such training shall be provided to the USAO-NDIL within ten (10) days of any request for them. If Faux Ever Beauty does not hire additional employees during the duration of the Agreement, this provision will be deemed satisfied.
18. Within 10 days of receiving the Complainant's signed release (a blank release form is attached as **Exhibit A**), Faux Ever Beauty will send a check for \$4,500 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 he has allegedly endured (including, but not limited to, emotional distress and pain and suffering) as a result of Faux Ever Beauty's failure to accept him as a new client and perform microblading. The check to the Complainant shall be mailed or hand-delivered to:

Valerie R. Raedy
Assistant United States Attorney

219 S. Dearborn St., Fifth Floor
Chicago, Illinois 60604

19. For each potential client who is not accepted as a client due to any physical or mental medical condition, Faux Ever Beauty 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 client and must include written documentation supporting the basis for the determination. Copies of such files shall be provided to the United States within 10 days of any request for them. If Faux Ever Beauty receives or becomes aware of any complaint related to any alleged violations of the ADA or related to an action which, if substantiated, would be disability-based discrimination, Faux Ever Beauty shall send written notification to USAO-NDIL within seven days of receipt of the complaint or information, with a copy of any such complaint (or, if an oral complaint was made, a description of the complaint) and a complete copy of Faux Ever Beauty's response, if any.
20. Faux Ever Beauty will notify the United States in writing when it has completed the actions described in paragraphs 13-19. This notification need only be provided when Faux Ever Beauty and all of its staff and employees 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, Faux Ever Beauty 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

21. In consideration for the Agreement set forth above, the United States will close its investigation of Faux Ever Beauty 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 Faux Ever Beauty'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 or any portion of this Agreement 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.
22. 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.
23. 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. If the severance of any such provision materially alters the rights or obligations of the parties, the United States and Faux Ever Beauty 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 rights and obligations.

24. This Agreement is binding on Faux Ever Beauty, including all principals, executors, administrators, representatives, employees, successors in interest, beneficiaries, and assignees.
25. The signatory for Faux Ever Beauty represents that they are authorized to bind Faux Ever Beauty to this Agreement.
26. This Agreement constitutes the entire agreement between the United States and Faux Ever Beauty on the matters raised herein, and no prior or contemporaneous statement, promise, or agreement, either written or oral, made by 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.
27. This Agreement does not constitute a finding by the United States that Faux Ever Beauty 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 Faux Ever Beauty of its obligation to fully comply with the requirements of the ADA.
28. The paragraph headings in this Agreement are for convenience only and will not be deemed to affect in any way the language or meaning of the provisions to which they refer.
29. Faux Ever Beauty shall not discriminate or retaliate against any person because of their participation in this matter.

V. EFFECTIVE DATE/TERMINATION DATE

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

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

FOR FAUX EVER BEAUTY




[REDACTED]
Owner, Faux Ever Beauty
[REDACTED]
[REDACTED]

April 11, 2022
Date

FOR THE UNITED STATES OF AMERICA

Valerie R. Raedy
United States Attorney
Northern District of Illinois



Valerie R. Raedy
Assistant U.S. Attorney
Northern District of Illinois
U.S. Attorney's Office
219 S. Dearborn St., Fifth Fl.
Chicago, IL 60604

April 18, 2022
Date