



**SETTLEMENT AGREEMENT
UNDER THE AMERICANS WITH DISABILITIES ACT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE STOP & SHOP SUPERMARKET COMPANY LLC
USAO # 2017V00046
DJ # 202-66-32**

BACKGROUND

1. The parties to this Settlement Agreement are the United States of America (United States) and The Stop & Shop Supermarket Company LLC (Stop & Shop).
2. Stop & Shop is a company that operates more than 400 grocery stores throughout Rhode Island, Connecticut, Massachusetts, New Jersey, and New York.
3. This matter is based upon a compliance review in Rhode Island that was initiated based on a complaint filed with the United States Department of Justice (Department), pursuant to title III of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12181-8189, by the Complainant (who uses a wheelchair) alleging that at three Stop & Shop grocery stores in Rhode Island, Stop & Shop failed to (a) provide an adequate number of accessible check-out aisles; (b) keep open at least one accessible staffed check-out aisle during store hours; and (c) have credit card readers in accessible check-out aisles that are located at an accessible height for customers who use wheelchairs.
4. After receiving notice of the Department's investigation, Stop & Shop took prompt action to review all of its stores in Rhode Island and ensured that they all comply with the ADA's requirements for accessible check-out aisles (staffed and self-service). Stop & Shop also issued reminders to its store managers regarding its policy to keep at least one staffed and self-service accessible check-out aisle open during store hours.
5. The Attorney General is responsible for administering and enforcing title III of the ADA, 42 U.S.C. §§ 12181-18189, and the regulation implementing title III, 28 C.F.R. Part 36.
6. Stop & Shop grocery stores are places of public accommodation subject to the requirements of title III of the ADA. 42 U.S.C. § 12181(7)(E); 28 C.F.R. § 36.104.

7. Under title III of the ADA, no person who owns, leases (or leases to), 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. Stop & Shop is a public accommodation subject to the requirements of title III of the ADA. 28 C.F.R. § 36.104. Discrimination includes a public accommodation's:
 - a. failure to make reasonable modifications in policies, practices, or procedures when necessary to afford its goods, services, facilities, privileges, advantages, or accommodations to an individual with a disability, unless the public accommodation can demonstrate that making the modifications would fundamentally alter the nature of the services. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302.
 - b. failure to make reasonable modifications so that at stores with check-out aisles an adequate number of accessible check-out aisles are kept open during store hours, or to otherwise modify its policies and practices, to ensure that an equivalent level of convenient service is provided to individuals with disabilities as is provided to others. 28 C.F.R. § 36.302(d).
 - c. failure to remove architectural barriers to access in existing facilities where such removal is readily achievable, or to make alterations that are readily accessible to or usable by individuals with disabilities, to the maximum extent feasible; 42 U.S.C. §§ 12182(b)(2)(A)(iv), 12183(a)(2); 28 C.F.R. §§ 36.304, 36.402.
 - d. failure to operate and maintain features in operable working condition within its facilities so that the features are readily accessible to and usable by persons with disabilities. 28 C.F.R. § 36.211.
8. Ensuring that grocery stores do not discriminate against persons with disabilities is an issue of general public importance. Title III of the ADA authorizes the Department to investigate alleged violations of the ADA, to use alternative means of dispute resolution, where appropriate, including settlement negotiations to resolve disputes, and to bring a civil action in federal court in any case that raises issues of general public importance. 42 U.S.C. § 12188(b).
9. Stop & Shop has cooperated fully with the Department's investigation, as set forth in this Agreement.
10. For purposes of this Agreement, the term "2010 Standards" means the 2010 Standards for Accessible Design which consist of the 2004 ADA Accessibility Guidelines ("ADAAG"), appendices B and D to 36 C.F.R. Part 1191, and the requirements contained in subpart D of 28 C.F.R. Part 36, 28 C.F.R. § 36.104.
11. For purposes of this Agreement, the term "accessible" means in compliance with the Standards, as required by 28 C.F.R. §§ 36.304, 36.406.

UNITED STATES' DETERMINATIONS

12. As a result of its investigation, the United States has determined that:
 - a. Stop & Shop failed to keep at least one staffed accessible check-out aisle open during store hours at some stores in Rhode Island. On a few occasions, Complainant experienced, and subsequent visits by the Department confirmed, instances of stores not having at least one accessible staffed check-out aisles open during store hours. See 28 C.F.R. § 36.302(d).
 - b. A number of Stop & Shop stores in Rhode Island did not fully comply with the 2010 Standards for accessible check-out aisles. See 2010 Standards §§ 227, 904.3, 308.2, 403.5.1, 216.11.
13. The United States has determined that Stop & Shop discriminated against the Complainant by denying her, on the basis of disability, the opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations of Stop & Shop, in violation of 42 U.S.C. § 12182 and 28 C.F.R. § 36.201.
14. Stop & Shop disputes the findings set forth above and denies that it has violated title III of the ADA.
15. The parties have agreed to resolve this matter as set forth in this Agreement. Stop & Shop has already made voluntary modifications to the accessible check-out aisles and credit card readers at its stores in Rhode Island to comply with the 2010 Standards Sections 224 and 904.3.

AGREEMENT

16. Pursuant to the ADA, Stop & Shop agrees that persons with disabilities shall be afforded the opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations equal to that afforded to other individuals as required by 42 U.S.C. § 12182(a). Stop & Shop agrees to keep at least one staffed and self-service accessible check-out aisle open during store hours at all of its stores. 28 C.F.R. §§ 36.211, 36.302(d).
17. Within one month of the effective date of this Agreement, Stop & Shop shall submit for review a revised draft policy that delineates Stop & Shop's policies and procedures requiring its employees to keep open at least one staffed and self-service accessible check-out aisle open during store hours. Within twenty-one (21) days of receipt of Stop & Shop's proposed policy, the United States will either approve the policy or propose

revisions. Stop & Shop shall promptly thereafter finalize its policy (the “Policy”), disseminate it to all Stop & Shop’s United States stores, and provide a copy to the Department.

18. Within six (6) months of the effective date of this Agreement, Stop & Shop will provide training on the Policy to all Store Managers and Front End managers who have authority to open or close check-out aisles at Stop & Shop stores. At a minimum each training will include: (i) general background on the ADA; (ii) a brief statement concerning Stop & Shop’s non-discrimination policy regarding individuals with disabilities; (iii) an explanation of the Policy and the procedures for implementing the Policy; and (iv) the process for responding to ADA requests and complaints (or where to direct requests and complaints, as appropriate). New managers with comparable responsibilities hired during the Term of this Agreement shall be provided this training within thirty (30) days of hire.
19. Stop & Shop has added to its existing store audit checklist questions to determine if (a) there is an adequate minimum number of designated accessible check-out aisles; (b) the accessible check-out aisles (staffed and self-service) are at least 36” wide; (c) the highest control point of the point-of-sale devices at designated accessible check out aisles is no higher than 48” above the finished floor; and (d) at least one accessible check-out aisles (staffed and self-service) is open during store hours. If the audit determines that requirements (a),(b) and/or (c) are not met, Stop & Shop will ensure they are met within six (6) months after the audit. If the audit determines that requirement (d) is not met at a store, Stop & Shop will issue a reminder about the Policy to the store’s employees who were required to receive the training set forth in paragraph 17. All Stop & Shop stores will be audited within eighteen (18) months of the effective date of this Agreement.
20. Within three (3) months of the effective date of this Agreement, Stop & Shop will issue a document containing the 2010 Standards’ requirements for accessible check-out aisles to all employees of the departments that have responsibility for the design, construction, or renovation of its stores.
21. During the Term of this Agreement, Stop & Shop shall send notice to the United States, along with all supporting documentation, of any complaint it receives relating to the accessibility of its check-out aisles. Stop & Shop shall provide such notice to the United States in its annual reports per Paragraph 22.
22. During the Term of this Agreement, Stop & Shop will provide a report annually one-month before the anniversary of the effective date of this Agreement regarding Stop & Shop’s compliance with this Agreement. In these reports, Stop & Shop will document: (1) all training (by date and the content of the training); (2) the adoption of the Policy; (3) summary of store audits, pursuant to Paragraph 19; and (4) any complaints received as set forth in paragraph 21.

23. The United States shall have the right to verify compliance with this Agreement and the ADA, both as set forth in this Agreement and through any means available to the general public (including visits to the public areas of Stop & Shop) provided that the visits are not disruptive to store operations. No visits involving the taking of measurements will be permitted without giving Stop & Shop five (5) business days' notice.
24. Stop & Shop shall compensate the Complainant in this matter by sending a check payable to the Complainant for \$6,500 to the attention of Amy R. Romero, United States Attorney's Office, 50 Kennedy Plaza, 8th Floor, Providence, RI 02903. Stop & Shop shall send the check within thirty (30) days of receiving (1) a completed W-9 form executed by the Complainant and (2) notice from the United States that Complainant has executed the Release attached to this Agreement and that the original is in the United States' possession. The United States shall send to Stop & Shop the original executed Release by overnight mail upon receiving the check.
25. Within 30 days of the effective date of this Agreement, Stop & Shop will pay to the United States a civil penalty in the amount of \$25,000 as authorized by 42 U.S.C. § 12188(b)(2)(C) and 28 C.F.R. § 36.504(a)(3), as amended. Stop & Shop shall issue a check in payable to the "United States Treasury," to be delivered by overnight courier to the attention of Amy R. Romero, United States Attorney's Office, 50 Kennedy Plaza, 8th Floor, Providence, RI 02903.

IMPLEMENTATION AND ENFORCEMENT

26. As consideration for the Agreement set forth above, the United States will not institute any civil action under the ADA based on the allegations raised in DJ # 202-66-32 except as provided in Paragraph 27 below.
27. During the Term, if the United States believes that this Agreement or any portion of it has been violated, it will raise its concerns with Stop & Shop and the parties will attempt to resolve the concerns in good faith. If the parties are unable to reach a satisfactory resolution of the issue(s) raised within thirty (30) days of the date that the United States provides notice to Stop & Shop, the United States may institute a civil action in the United States District Court to enforce this Agreement or title III of the ADA against Stop & Shop.
28. Failure by the United States to enforce any provision of this Agreement shall not be construed as a waiver of its right to do so with regard to any provision of this Agreement.
29. This Agreement shall be binding on Stop & Shop, including its successors in interest and assignees. In the event that Stop & Shop seeks to sell, transfer or assign all or part of its interest in its stores during the Term of this Agreement, as a condition of sale, transfer, or assignment, Stop & Shop shall obtain the written accession of the successor or assignee

to any obligation remaining under this Agreement for the remaining Term of this Agreement.

30. This Agreement memorializes the commitments made by Stop & Shop to maintain accessibility of Stop & Shop and the terms under which the United States has agreed to conclude this particular investigation of Stop & Shop without further review or enforcement action. 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 disability. Nothing in this Agreement is intended to change Stop & Shop's obligation to otherwise comply with the requirements of the ADA.
31. 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, shall be enforceable. This Agreement is limited to the facts set forth herein and it does not purport to remedy any other potential violations of the ADA, including violations of the alterations or new construction provisions of the ADA, or any other Federal law. This Agreement does not affect the continuing responsibility of Stop & Shop to comply with all aspects of the ADA.
32. If any provision 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 Stop & Shop shall engage in good faith negotiations in order to adopt such mutually agreeable amendment to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed-upon relative rights and obligations.
33. A signor of this Agreement in a representative capacity for Stop & Shop agrees that he or she is authorized to bind Stop & Shop to this Agreement.
34. This Agreement is a public document. A copy of this document or any information contained in it may be made available to any person.
35. The effective date of this Agreement is the date of the last signature below.
36. The term of this Agreement will be two years from the effective date ("Term").
37. All notifications under this Agreement shall be sent to the United States Attorney's Office, District of Rhode Island, 50 Kennedy Plaza, 8th Floor, Providence, RI 02903, Attn: AUSA Amy Romero.

AGREED AND CONSENTED TO:

FOR THE UNITED STATES:

STEPHEN G. DAMBRUCH
United States Attorney
District of Rhode Island


Amy R. Romero

Assistant U.S. Attorney
District of Rhode Island
50 Kennedy Plaza, 8th Floor
Providence, RI 02903
401-709-5010 (tel)
401-709-5001 (fax)
amy.romero@usdoj.gov

Dated: 10/15/18

FOR STOP & SHOP:

STACY WIGGINS
Senior Vice President Operations



10/15/2018

Dated: _____