

**SETTLEMENT AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
CAMELOT CHILD DEVELOPMENT CENTER  
UNDER THE AMERICANS WITH DISABILITIES ACT**

**DJ # 202-60-92**

[Press Release](#)

**BACKGROUND**

1. The parties to this Settlement Agreement are the United States of America and Camelot Child Development Center, LLC ("Camelot") in Oklahoma.
2. This matter is based upon a complaint filed with the United States Department of Justice alleging that Camelot discriminated against an individual because of her disability, in violation of title III of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12181 et seq., and its implementing regulation, 28 C.F.R. Part 36.
3. Specifically, the Complainant alleges that Camelot denied participation in certain goods, services, facilities, privileges, advantages, or accommodations, and did not afford equal goods, services, facilities, privileges, advantages, or accommodations to the Complainant's daughter, because of her daughter's developmental delays due to Down syndrome.
4. 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 protracted litigation. The parties have therefore voluntarily entered into this Agreement, agreeing as follows:

**PARTIES**

5. The Attorney General is responsible for administering and enforcing title III of the ADA, 42 U.S.C. §§ 12181-12189, and the regulation implementing title III, 28 C.F.R. Part 36.
6. The Complainant is the mother of a child who has Down syndrome. Down syndrome is a physical and mental impairment that substantially limits one or more major life activities. 42 U.S.C. §§ 12102(1), (2). Accordingly, the Complainant's daughter has a disability within the meaning of 42 U.S.C. § 12102 and 28 C.F.R. § 36.104. The Complainant is a person associated with a person with a disability within the meaning of 42 U.S.C. § 12182(b)(1)(E) and 28 C.F.R. § 36.205.
7. Camelot is a private organization that provides child day care services in Oklahoma for infants, toddlers, and school age children. Camelot currently has three locations in or around Oklahoma City and Edmond, Oklahoma. Its principal place of business is located at 19000 North May Avenue, Oklahoma City, Oklahoma 73012.
8. Camelot is a private entity within the meaning of 42 U.S.C. § 12181(6) and is a place of public accommodation within the meaning of 42 U.S.C. § 12181(7)(K); 28 C.F.R. § 36.104. Camelot is subject to title III of the ADA and its implementing regulation because it owns, leases (or leases to), or operates a place of public accommodation. *See* 42 U.S.C. § 12182(a); 28 C.F.R. § 36.104.

### **TITLE III COVERAGE**

9. 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.
10. Discrimination includes a public accommodation's 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 entity can demonstrate that making such modifications would fundamentally alter the nature of the goods, services, facilities, privileges, advantages, or accommodations. 42 U.S.C. § 12182(b)(2)(A); 28 C.F.R. § 36.302. A reasonable modification may include providing personal services, such as diapering or toileting assistance, for children who need it due to a disability, regardless of age, when such personal services are provided to other children.

11. It is also discriminatory to deny an individual, on the basis of disability, full and equal participation in the goods, services, facilities, privileges, advantages, or accommodations of an entity, or to afford such individual unequal benefits to those afforded to other individuals. 42 U.S.C. § 12182(b)(1)(A); 28 C.F.R. § 36.202.
12. Title III further prohibits public accommodations from discriminating against an individual because of the known disability of an individual with whom the individual is known to have a relationship or association. 42 U.S.C. § 12182(b)(1)(E). A public accommodation 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. 28 C.F.R. § 36.205.
13. Ensuring that child care centers 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 issues of general public importance. 42 U.S.C. § 12188(b).

## **FINDINGS OF FACT**

14. As a result of its investigation, the United States has determined that:

- a. Complainant's daughter (the "Child") has Down syndrome. Due to her disability, the Child needs toileting assistance, including regular reminders to go to the bathroom and assistance in the bathroom. In addition, the Child wears pull-up diapers ("pull-ups") as a precaution and may need assistance changing her pull-ups.
- b. Camelot provides child care services for infants, toddlers, and school age children. Camelot provides personal services, including diapering and toileting assistance, for younger children. Camelot does not normally provide these personal services to school age children.
- c. In January 2012, Camelot accepted the Child into its after-school care program. The Complainant explained that her daughter has Down syndrome and, as a result of developmental delays caused by her disability, she would need someone to take her to the bathroom regularly. Camelot said it had children with Down syndrome attend its program before and that this would not be a problem.
- d. At Camelot, the Child was in a room with other school age children that had a connecting bathroom. The infant and toddler room, which was in close proximity to the Child's room, has a bathroom with a changing table in it.
- e. In February 2012, Camelot called the Complainant stating they were having problems with her daughter. Camelot did not like that she was arriving from school in wet pull-ups that needed to be changed. Camelot told the Complainant that if this continued, her daughter could no longer attend Camelot. When the Complainant objected, Camelot countered that, alternatively, staff would call the Complainant every time her daughter had a wet pull-up, which would have required the Complainant to leave work, drive across town, and change her daughter, while she waited in wet pull-ups until her mother arrived. Although Camelot ultimately never followed through on this threatened course of action, the

Complainant, from that point on, was continuously concerned that she might get a call requiring her to leave work at any time or that her daughter might be terminated from the program.

- f. In March 2012, Camelot told the Complainant that her daughter would not be allowed to go on any of its scheduled field trips during the week of Spring Break, because she required bathroom assistance and was not fully toilet trained. As a result, the Complainant withdrew her daughter from the program for that week and had to make last minute arrangements for alternate child care.
- g. In the summer of 2012, Camelot told the Complainant that her daughter could not attend any of Camelot's summer field trips until she was fully toilet trained and could use the bathroom without assistance.
- h. Field trips were scheduled for multiple days of the week every week throughout the summer and included trips to the movies, the zoo, biweekly trips to a local pool, and a pizza restaurant, among others. For example, school age children took trips to a local pool twice a week throughout the summer, weather permitting. Pursuant to Camelot policy, the staff to child ratio at the pool was one staff member for every seven children, and Camelot generally sent one extra staff member if possible. Camelot staff would monitor the pool area, and one staff member was assigned to monitor the bathroom. Additionally, certified lifeguards were always on duty monitoring the area.
- i. The Child was not allowed to attend any of these field trips pursuant to a blanket policy that she be fully toilet trained to be permitted to participate. All other school age children were permitted to attend field trips unless they had disciplinary issues.
- j. The Complainant paid the same tuition for her daughter to attend Camelot's summer day care program as Camelot charges to all other school age children. When the Complainant requested a discount as her daughter was not allowed to

attend field trips with the other school age children, she was informed that was not Camelot's policy. To date, Camelot has not provided the Complainant with a discount or refund of any of the fees paid for her daughter.

15. The United States has determined that Camelot discriminated against both the Complainant and the Child in violation of 42 U.S.C. § 12182. *See also* 28 C.F.R. §§ 36.201, 36.205.
16. Specifically, Camelot discriminated against the Child by failing to make reasonable modifications to its policies, practices, or procedures regarding diapering and toileting assistance for school age children and regarding attendance on field trips where bathroom assistance can be provided. 42 U.S.C. § 12182(b)(2)(A); 28 C.F.R. § 36.302. Additionally, Camelot discriminated against the Child by denying full and equal participation in field trips and affording the Child unequal benefits to those afforded to other children enrolled in the program, due to developmental delays resulting from the Child's disability. 42 U.S.C. § 12182(b)(1)(A); 28 C.F.R. § 36.202.
17. Camelot also discriminated against the Complainant by denying her equal goods, services, facilities, privileges, advantages, accommodations, or other opportunities because of the known disability of her daughter, in violation of 42 U.S.C. § 12182(b)(1)(E) and 28 C.F.R. § 36.205. The Complainant paid the same tuition for her daughter to attend Camelot's child care program as the parents of all other school age children. However, Camelot denied the Complainant equal goods and services by excluding her daughter from field trips, which she was otherwise qualified to attend as a school age child, because of the known disability of her daughter.
18. Both the Complainant and her daughter are aggrieved persons pursuant to 42 U.S.C. § 12188(b)(2)(B).
19. The parties agree to resolve this matter as set forth below.

## **ACTIONS TO BE TAKEN BY CAMELOT**

20. Pursuant to title III of the ADA and its implementing regulation, Camelot shall not discriminate against any individual on the basis of disability, including Down syndrome and other developmental disabilities, in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of Camelot.
21. Camelot will adopt, maintain, and enforce the non-discrimination statement attached hereto and incorporated by reference herein as [Exhibit 1](#) to this Agreement. Within 30 days of the effective date of this Agreement, Camelot will prominently display a copy of this non-discrimination statement in all its facilities and administrative offices, if any, as well as on the homepage of any current or future website. Camelot will notify counsel for the United States in writing when it has completed the actions described in this paragraph.
22. Within seven days of receipt of any complaint related to any alleged violations of the ADA, Camelot shall send an email 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 Camelot's response.

## **TRAINING**

23. Camelot will arrange to provide annual training on working with children with disabilities, including Down syndrome and other developmental disabilities, to Camelot personnel who may be responsible for or otherwise interact with children with such disabilities.
24. Within 60 days of the effective date of this Agreement, and on subsequent anniversaries of the effective date of this Agreement, Camelot will also provide training on title III of the ADA to all Camelot employees, including training about the provision of reasonable modifications to children with disabilities. In addition, Camelot will ensure that all new

employees and contractors receive the training as a component of new employee training and orientation.

25. All training manuals or written materials concerning Camelot's policies and practices used in the trainings required in paragraphs 23 and 24, including any revisions to such training manuals or written materials made during the term of this Agreement, shall be consistent with the provisions of this Agreement and approved in advance by counsel for the United States.
26. Camelot shall create and maintain an attendance log that documents the name of each individual who attends the trainings, 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 10 days of any request for them.

### **SPECIFIC RELIEF FOR COMPLAINANTS**

27. Camelot will allow the Child to attend Camelot's daycare and summer programs.
28. Camelot will make reasonable modifications in its policies and practices as necessary to allow the Child full and equal participation in its services, including providing diapering or toileting assistance to the Child if necessary, as such personal services are provided to other children. In determining what reasonable modifications are necessary, Camelot shall give primary consideration to the request(s) of the Child's parents or guardians.
29. Camelot will conduct an individualized assessment of the Child's needs resulting from her disability and, for each of Camelot's field trips, assess whether or not reasonable modifications would allow the Child to attend the field trip. If so, Camelot shall make such reasonable modifications, giving primary consideration to the request(s) of the Child's parents or guardians. If it is determined that the Child cannot participate in a field trip, Camelot will memorialize its reasoning in writing and will provide a copy of such written explanation(s) to the Child's parents or guardians and to the United States within

10 days of any request for them. Camelot will reassess the Child's needs and appropriate reasonable modifications for each field trip upon request by the Child's parents or guardians or the United States, and at least at the beginning of every semester, Spring Break, and summer.

30. To compensate the Complainant and the Child for the harm they have endured, including, but not limited to, delay in receipt of full and equal services, fees paid for unequal benefits, emotional distress, pain and suffering, and other consequential injury, pursuant to 42 U.S.C. § 12188(b)(2)(B) and 28 C.F.R. § 36.504(a)(2), Camelot will:
  - a. Pay \$3,000 to the Complainant within 30 days of the effective date of this Agreement; and
  - b. Provide one full year of childcare for the Child at Camelot, including both Camelot's daycare and summer programs, at no cost to the Complainant.
31. Camelot will notify counsel for the United States in writing on the day when any payment of monetary relief to the Complainant required pursuant to this Agreement has been made.

## **ENFORCEMENT**

32. In consideration for the Agreement set forth above, the United States will not institute any civil action alleging discrimination under the ADA based on the allegations raised in DJ # 202-60-92, except as provided in paragraph 33 below.
33. The United States may review Camelot's compliance with this Agreement or title III of the ADA at any time. If the United States believes that this Agreement or any portion of it has been violated, it will raise its concerns with Camelot 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 30 days of the date that the United States provides notice to Camelot, the United States may institute a civil action in the appropriate United

States District Court to enforce this Agreement or title III of the ADA against Camelot.

34. Failure by the United States to enforce any of the provisions of this Agreement shall not be construed as a waiver of its right to do so with regard to other provisions of this Agreement.
35. 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 Camelot 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.
36. This Agreement shall be binding on Camelot, including all principals, agents, executors, administrators, representatives, employees, successors in interest, beneficiaries, and assignees. In the event that Camelot 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, Camelot shall obtain the written accession of the successor or assignee to any obligation remaining under this Agreement for the remaining term of this Agreement.
37. A signatory to this document in a representative capacity for Camelot represents that he or she is authorized to bind Camelot to this Agreement.
38. This Agreement constitutes the entire agreement between the United States and Camelot on the matters raised herein, and no other 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, shall be enforceable. This Agreement can only be modified or amended by mutual written agreement of the parties.

39. 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 changes Camelot's obligation to otherwise comply with the requirements of the ADA.
40. Camelot shall not discriminate or retaliate against any person because of his or her participation in this matter.

### **EFFECTIVE DATE/TERMINATION DATE**

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

AGREED AND CONSENTED TO:

FOR THE UNITED STATES OF  
AMERICA

JOCELYN SAMUELS

Acting Assistant Attorney General

EVE L. HILL

Deputy Assistant Attorney General

Civil Rights Division

REBECCA B. BOND, Chief

KATHLEEN P. WOLFE, Special

Litigation Counsel

ROBERTA KIRKENDALL, Special

Legal Counsel

Disability Rights Section

Civil Rights Division

/s/ Megan E. Schuller

MEGAN E. SCHULLER, Trial Attorney

Disability Rights Section

Civil Rights Division

/s/ Scott Maule

SCOTT MAULE

Assistant United States Attorney

Western District of Oklahoma

11/27/13

Date

U.S. Department of Justice  
950 Pennsylvania Avenue, N.W. – NYA  
Washington, D.C. 20530  
(202) 307-0663

11/27/13

Date

FOR CAMELOT CHILD  
DEVELOPMENT CENTER:

/s/ Dr. Irvin H. Heller

DR. IRVIN H. HELLER

Camelot Child Development Center, LLC

24 NW 146th Street

Edmond, Oklahoma 73013-2472

11/26/13

Date

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## EXHIBIT 1

### NON-DISCRIMINATION STATEMENT PROHIBITION OF DISCRIMINATION ON THE BASIS OF DISABILITY

Camelot will not discriminate against any individual on the basis of disability with regard to the full and equal enjoyment of the goods and services of Camelot. Camelot will also not discriminate against any individual because of the known disability of an individual with whom the individual is known to have a relationship or association.

Camelot will make reasonable modifications to its policies, practices, or procedures when necessary to afford its goods and services to individuals with disabilities, including children with developmental disabilities, unless Camelot can demonstrate that making the modifications would fundamentally alter the nature of its goods and services. A reasonable modification may include providing personal services, such as diapering or toileting assistance, for children who need it due to a disability, regardless of age, when such personal services are provided to other children.

Camelot will take such steps as may be necessary to ensure that no individual with a disability

is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, unless the entity can demonstrate that taking such steps would fundamentally alter the nature of the good, service, facility, privilege, advantage, or accommodation being offered or would result in an undue burden, *i.e.*, significant difficulty or expense.

[Cases & Matters by ADA Title Coverage](#) | [Legal Documents by Type & Date](#) | [ADA Home Page](#)

November 27, 2013