

Legal Applications of the Americans with Disabilities Act

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The Americans with Disabilities Act “is a federal civil rights law that prohibits discrimination against people with disabilities in everyday activities” and applies to “employers, state and local governments, businesses that are open to the public, commercial facilities, transportation providers, and telecommunication (ADA.gov, 2024). The law defines a person with a disability as someone who “has a physical or mental impairment that substantially limits one or more major life activities, has a history or record of such an impairment, or is perceived by others as having such an impairment” (ADA.gov, 2024). “Major life activities” are defined as “the kind of activities that you do every day, including your body’s own internal processes” (ADA.gov, 2024). The ADA is divided into five sections, called titles (ADA.gov, 2024). The first three titles are most relevant in lawsuits and fundamentally alter how disabled people are welcomed into multiple areas of society.

Title I

Title I applies to employers with fifteen or more employees and requires them to provide people with disabilities “equal opportunity to benefit from the employment-related opportunities available to others” (ADA.gov, 2024). For Title I employment lawsuits the plaintiff must “provide evidence that she is a qualified individual with a disability within the meaning of Title I; she works or worked for an employer that is covered by Title I; the employer, despite knowledge of the employee’s disability, did not reasonably accommodate the employee” (Blanck, 2023, pg. 182). Employers can allege that the requested accommodation would cause “undue hardship” or “a direct threat to self or others” in their defense (Blanck, 2023, pg. 183). To file a claim, “the person must file a charge with the Equal Employment Opportunity Commission, who will investigate the issue. If the Commission does not resolve the issue, they

will issue the charger a right-to-sue letter (DBTAC National Network of ADA Centers, 2011, pg. 2). “Remedies may include both compensatory and punitive damages, injunctive relief, attorneys’ fees, and court costs”, and with damages “capped depending on the size of the employer” (DBTAC National Network of ADA Centers, 2011, pg. 2).

Title II

Title II of the ADA applies to state and local government services and public transit. These institutions must “provide people with disabilities an equal opportunity to benefit from all of their programs, services, and activities” (ADA.gov, 2024). This requires taking “reasonable measures to remove architectural and other barriers to accessibility” and providing auxiliary aids and services when necessary (Blanck, 2023, pg. 185, 186). For Title II cases, “a person may file an administrative complaint with the U.S. Department of Justice” (DBTAC National Network of ADA Centers, 2011, pg. 4), which will investigate and manage violations. Private lawsuits are possible under Title II, with compensatory damages and injunctive relief as “traditional remedies” (DBTAC National Network of ADA Centers, 2011, pg. 4). The court may award Attorneys’ fees, but punitive damages are never issued. To secure compensatory damages, the plaintiff must prove “that the discrimination by the public entity was intentional” (DBTAC National Network of ADA Centers, 2011, pg. 4).

Title III

Title III of the ADA requires businesses and nonprofits serving the public and privately operated transit to “provide people with disabilities an equal opportunity to access the goods or services that they offer” (ADA.gov). “Discrimination under Title III is defined to include the failure to make reasonable modifications of policies, practices, and procedures; the failure to ensure effective communication; and the failure to take steps to make facilities physically

accessible. The defenses to a charge of discrimination rely on the concepts of undue burden, fundamental alteration, and what is ‘readily achievable’” (Blanck, 2023, 186). For Title III cases, “a person may file a Title III complaint with the Department of Justice or file a lawsuit in federal court”, where the “traditional remedy is injunctive relief” and attorneys’ fees may be awarded at the court’s discretion (DBTAC National Network of ADA Centers, 2011, pg. 5). “Injunctive relief may include an order to make a facility accessible, to provide auxiliary aids or services, [and] modify an existing policy or practice” (DBTAC National Network of ADA Centers, 2011, pg. 5). In Department of Justice cases, “the court may award injunctive relief, compensatory damages, and other relief that the court believes is appropriate, like attorneys’ fees and court cost. In cases that are to vindicate the public interest, the Department of Justice may also seek civil penalties of up to \$50,000 for the first violation and up to \$100,000 for each subsequent violation” (DBTAC National Network of ADA Centers, 2010, pg. 5).

Title IV and V

Title IV of the ADA applies exclusively to telecommunication companies and requires them to “provide services to allow callers with hearing and speech disabilities to communicate” (ADA.gov, 2024). Title V outlines other important requirements for how the ADA should be implemented. These requirements include “prohibiting retaliation against a person who has asserted their rights under the ADA, stating that a person with a disability is not required to accept an aid or accommodation if they do not want to, authorizing courts to award attorneys’ fees to the winning party in a lawsuit under the ADA, [and] directing certain federal agencies to issue guidance explaining the law” (ADA.gov, 2024).

Relevant Settlement Agreements

Settlement with 360 Credit Union: 360 Credit Union violated Title III of the ADA when it “maintain[ed] a policy against accepting third party calls, including relay calls” that provided auxiliary aids to an individual who is hard of hearing (Settlement Agreement between the United States of America and 360 Federal Credit Union, 2016, pg. 1). The Credit Union agreed to settle and to pay the Complainant one thousand five hundred dollars in damages (Settlement Agreement between the United States of America and 360 Federal Credit Union, 2016, pg. 5). Additionally, the Credit Union agreed to make reasonable modifications and “furnish appropriate auxiliary aids and services, free of charge, when necessary to ensure effective communication with individuals with disabilities” (Settlement Agreement between the United States of America and 360 Federal Credit Union, 2016, pg. 5). Going forward, Credit Union employees must accept relay calls after “tak[ing] reasonable steps to ensure that the call is valid” (Settlement Agreement between the United States of America and 360 Federal Credit Union, 2016, pg. 7). The Credit Union must implement these practices into official policy and distribute the policy to all employees and contractors who have contact with the public (Settlement Agreement between the United States of America and 360 Federal Credit Union, 2016, pg. 6), who must also undergo “an educational training program regarding its obligations under Title II of the ADA, this Agreement, and the Effective Communication Policy” (Settlement Agreement between the United States of America and 360 Federal Credit Union, 2016, pg. 7).

Settlement with AMC Entertainment Holdings Inc.: AMC violated Title III of the ADA by denying a customer “full and equal enjoyment of goods, services, facilities, advantages or accommodations” (Settlement Agreement between the United States of America and AMC Entertainment Holdings Inc., 2020, pg. 2) by providing the customer with a hearing disability

with malfunctioning captioning devices on several occasions (Settlement Agreement between the United States of America and AMC Entertainment Holdings Inc., 2020, pg. 1, 2). AMC agreed to settle the matter and will ensure that each audio description device at the theater is operational, will provide training to employees on how to provide and assist customers with the devices, and will provide written reports to the United States to show compliance (Settlement Agreement between the United States of America and AMC Entertainment Holdings Inc., 2020, pg. 3, 4). Additionally, AMC will pay one thousand five hundred dollars in damages to the Complainant (Settlement Agreement between the United States of America and AMC Entertainment Holdings Inc., 2020, pg. 5).

Settlement with Amtrak: Amtrak violated Title II of the Americans with Disabilities Act by failing to ensure its stations were “readily accessible to and useable by individuals with disabilities, including individuals who use wheelchairs” (Settlement Agreement between the United States of America and National Passenger Railroad Corporation (“AMTRAK”), 2020, pg. 1). Amtrak agreed to settle the case and will modify “policies, practices, and procedures” to bring its intercity rail transportation service into compliance with Title II of the ADA (Settlement Agreement between the United States of America and National Passenger Railroad Corporation (“AMTRAK”), 2020, pg. 2). This includes ensuring accessibility when constructing new stations and making existing stations accessible through alterations (Settlement Agreement between the United States of America and National Passenger Railroad Corporation (“AMTRAK”), 2020, pg. 2, 3). Amtrak also agrees to complete ADA Assessments (Settlement Agreement between the United States of America and National Passenger Railroad Corporation (“AMTRAK”), 2020, pg. 4) and to provide ADA training to employees (Settlement Agreement between the United States of America and National Passenger Railroad Corporation (“AMTRAK”), 2020, pg. 9). Lastly,

Amtrack will hire an Administrator to maintain methods of contact for claimants and to determine their eligibility in seeking damages (pg. Settlement Agreement between the United States of America and National Passenger Railroad Corporation (“AMTRAK”), 2020, pg. 16). The Administrator will distribute the total amount of Amtrack’s damages fund (\$2.25 million) to the eligible claimants (Settlement Agreement between the United States of America and National Passenger Railroad Corporation (“AMTRAK”), 2020, pg. 21).

Settlement with Beach Babies: Beach Babies Learning Center violated Title III of the ADA by “excluding [an autistic boy] from participation in and denying him the benefits of its servicing, and by subjecting him to discrimination on the basis of disability” (Settlement Agreement between the United States of America and Beach Babies Learning Center, L.L.C., 2011, pg. 1, 2). Beach Babies agreed to settle and will comply with the ADA by adopting a policy prohibiting discrimination on the basis of disability. Going forward, Beach Babies will make reasonable modifications to services to ensure full participation (Settlement Agreement between the United States of America and Beach Babies Learning Center, L.L.C., 2011, pg. 3). Additionally, Beach Babies “agrees to pay the Complainants the sum of seven thousand three hundred and forty-one dollars” and will provide the United States with proof of payment (Settlement Agreement between the United States of America and Beach Babies Learning Center, L.L.C., 2011, pg. 3).

Settlement with Blockbuster: Blockbuster violated Title III of the ADA by denying access to a customer with a service animal, “even though the Complainant had contacted Blockbuster management to ensure that she and her service animal would be allowed in Blockbuster stores and had been assured that such access problems would be properly addressed” (Settlement Agreement between the United States of America and Blockbuster Inc.,

2010, pg. 1). Blockbuster agreed to settle and to adopt a Service Animal Policy that will be distributed to all employees “who have contact with the public” (Settlement Agreement between the United States of America and Blockbuster Inc., 2010, pg. 2). Additionally, Blockbuster agreed to annually provide “educational training through a computer-based learning module concerning anti-discrimination and anti-harassment, including the substantive provisions of the ADA” (Settlement Agreement between the United States of America and Blockbuster Inc., 2010, pg. 3). Finally, Blockbuster accepted responsibility for managing an ADA Title-III related complaints line and for adding a sign in all public entryways stating that service animals are welcome and that problems can be reported to their complaint line (Settlement Agreement between the United States of America and Blockbuster Inc., 2010, pg. 4). The court decided that Blockbuster must pay the Complainant with twelve thousand dollars in damages and the United States Treasury with ten thousand dollars “in furtherance of the public interest” (Settlement Agreement between the United States of America and Blockbuster Inc., 2010, pg. 5).

Conclusion

Employers are liable when their employees discriminate against disabled customers and patrons, and for properly informing their employees on how to accommodate disabled individuals. As we can see from the above settlements, the actions of individual employees or employees from one location of a franchise constituted discrimination, and the employer was held legally and financially liable for not ensuring that the discrimination was mitigated. To protect themselves from violating ADA standards, businesses should review Title I of the ADA when hiring and inform every employee of the rights protected under Title III for disabled customers, including those whose disabilities are not visible. Education of ADA requirements for

employees is the employer's sole responsibility and demands to institute ongoing educational measures were included in the settlement agreements for most of these cases.

ADA enforcement has secured justice for individuals and demanded that businesses and governments adopt policies and training procedures to ensure that discrimination is no longer instituted in their practices. Yet we still have a long way to go, socially, legally, and structurally, before individuals with disabilities are fully treated as equal and valuable members of our society. Legal cases are ongoing and central to the evolution of ADA applications, especially during this era of significant technological advances. Recent cases have determined that “under Title III, places of public accommodation must provide auxiliary aids and services to make visual materials accessible to blind customers” when designing websites and applications, and that “universities are to institute web accessibility guidelines to ensure their websites and online materials are accessible to people who are deaf and hard of hearing” (Blanck, 2021, pg. 190, 191). Insight into disabling conditions and disability culture is not static, so protections for disabled individuals must remain dynamic as well.

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