13.   The XYZ further agrees to modify its policies, practices, and procedures to permit the use of a service animal by individuals with disabilities. Sec 28 C.F.R. 36.302(c).

14.   The XYZ agrees that it will not coerce, intimidate, threaten, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, any right granted or protected by the ADA as required by 42 U.S.C. 12203, and 28 C.F.R. § 36.206(b).

15.   The XYZ agrees that it shall not exclude or otherwise deny equal goods, services, facilities, privileges, advantages, accommodations, or other opportunities to individuals because of such individuals' relationship or association with an individual with a known disability as required by 42 U.S.C. 12182(b)(l)(E), and 28 C.F.R.   36.205.

16.   Upon the effective date of this Agreement, the XYZ shall adopt a written policy that ensures equal access by people with disabilities, including those using service animals. This shall be accomplished through the adoption of the Service Animal Policy attached as Exhibit A to this Agreement. This policy will be provided to all patients upon request and to all patients with a service animal.

17.   Within ten (10) days of the effective date of this Agreement, the XYZ shall post, maintain, and refresh, as necessary, a sign, printed in dark bold

letters, in a font twenty-six (26) or larger in size, on a contrasting white background, stating "Service Animals Welcome" that shall be conspicuously located in an area in XYZ where it can be easily seen and read by members of the public.

18. Within ten (10) days of the date of this Agreement, the XYZ shall provide its employees copies of its Service Animal Policy.

19. The XYZ shall provide all new employees copies of its Service Animal Policy within ten (10) days of the beginning of their employment.

20. Within thirty (30) days of the effective date of this Agreement the XYZ shall pay monetary damages to Complainant ABC of one thousand dollars ($1.000.00). 42 U.S.C. 12188(h) (2)(B).

21. Within ten (10) days of the effective date of this Agreement, ABC will remove all negative reviews and comments about the XYZ that he put on the internet, including the Google review.

22. ABC agrees that this settlement concludes this dispute. He will not file a lawsuit about this incident nor will he post any negative comments or reviews on the internet concerning this incident about the XYZ or report the XYZ to any other regulatory agencies or other medical governing bodies.

23. In consideration of the above actions. the DOJ agrees to close the investigation of' this complaint and to refrain from bringing a civil action for

violations of the ADA resulting from the Complainant's July 11, 2017, visit to the XYZ specified herein, except as provided in paragraphs 24 and 25 of this Agreement.

III. Enforcement and Implementation of the Agreement

24. The Department of Justice may review compliance with this Agreement at any time. If the Department of Justice believes that the XYZ is not in compliance with this Agreement or any requirement contained herein, the DOJ agrees to notify the XYZ in writing of the alleged non-compliance. The XYZ shall have thirty (30) days to respond to the DOJ regarding the alleged non-compliance, and the parties will attempt in good faith to resolve the matter informally. If the parties are unable to reach a resolution, the DOJ may seek appropriate relief from the United States District Court. If the Court determines that the XYZ has violated the terms of this Agreement or the ADA, it shall be subject to all available remedies under the ADA.

- 25. Any failure of the DOJ to enforce this Agreement or any

provision herein with respect to any deadline or any other provision herein shall not be construed as a waiver of the DOJ's right to enforce other deadlines and provisions of this Agreement. Invalidation of any particular provision or portion of a provision shall not affect the validity of this Agreement, which shall continue to have full force and effect.