

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	Case No. 22-cv-10568
	)	
v.	)	Hon. Victoria A. Roberts
	)	Mag. Judge Elizabeth A. Stafford
FLINT NEUROLOGICAL CENTRE	)	
P.C. and	)	
DR. NAEL M. TARAKJI, M.D.,	)	
	)	
Defendants.	)	

CONSENT DECREE

I. INTRODUCTION

1. This Consent Decree resolves the above-captioned civil action brought by Plaintiff United States of America (“United States”) against Flint Neurological Centre P.C. and Dr. Nael M. Tarakji, M.D., (“Defendants”), under Title III of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12181-12189.

2. The above-captioned lawsuit is based on a patient’s complaint filed with the United States Department of Justice against Flint Neurological Centre P.C. and Dr. Nael M. Tarakji, M.D., a neurology practice and its owner and operator in Flint, Michigan.

3. The United States’ Amended Complaint (the “Complaint”) alleges that

Defendants engaged in a pattern or practice of discrimination against individuals who are deaf or hard of hearing in violation of Title III of the ADA.

4. Specifically, the Complaint alleges that Defendants repeatedly failed to provide American Sign Language interpreters or other appropriate auxiliary aids or services necessary for effective communication with new and existing patients who are deaf or hard of hearing despite multiple requests from the patients and their families and caregivers.

5. The aggrieved persons are individuals who have disabilities because they are deaf or hard of hearing – physical impairments that substantially limit one or more major life activities. 42 U.S.C. § 12102; 28 C.F.R. §§ 36.105(b)(2), (d)(2)(iii)(A).

6. The United States identified five individuals as aggrieved persons in its Complaint. The United States also alleges that other aggrieved persons may be identified through this litigation.

7. Defendants deny that they have engaged in a pattern or practice or have maintained a policy of discrimination against individuals who have disabilities in the provision of goods, services, facilities, privileges, advantages, or accommodations on the basis of any disability, and deny the allegations against them.

8. The United States and Defendants (individually, the “Party”, and

collectively, the “Parties”) agree that it is in the Parties’ best interests, and the United States believes that it is in the public interest, to resolve this lawsuit on mutually agreeable terms. Accordingly, to avoid additional cost and the uncertainty of litigation, the Parties agree to the entry of this Consent Decree without trial or further adjudication of any issues of fact or law raised in the Complaint. The Parties understand and agree that there has been no determination on the merits and that this Consent Decree does not constitute an admission of liability or wrongdoing on the part of Defendants, or an admission that the facts and circumstances alleged in the Complaint are true.

Accordingly, the Parties hereby enter into this Consent Decree and the Court hereby APPROVES, ENTERS, AND ORDERS the following:

II. JURISDICTION AND VENUE

9. This Court has jurisdiction over this action under 42 U.S.C. § 12188(b)(2) and 28 U.S.C. §§ 1331 and 1345. The Parties agree that venue is proper in this judicial district under 28 U.S.C. §§ 1391(b)(1) and (b)(2).

10. The United States has the authority to bring this civil action to enforce Title III of the ADA under 42 U.S.C. § 12188(b)(1)(B).

11. Defendant Dr. Nael Tarakji, M.D. owns and operates Defendant Flint Neurological Centre P.C. Defendant Flint Neurological Centre P.C. is a place of public accommodation within the meaning of Title III, 42 U.S.C. §§ 12181(7)(F),

12182(a); 28 C.F.R. § 36.104.

III. GENERAL INJUNCTIVE RELIEF

A. NON-DISCRIMINATION PRACTICES

12. General Practices. Defendants shall take those steps that 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 Defendants can demonstrate that taking such steps would fundamentally alter the nature of the good, services, facility, privilege, advantage, or accommodation being offered or would result in an undue burden, as defined in 42 U.S.C. § 12182(b)(2)(A)(iii). Pursuant to 42 U.S.C. § 12182(a), Defendants shall also provide patients and companions who are deaf or hard of hearing with the full and equal enjoyment of the services, privileges, facilities, advantages, and accommodations of Defendants as required by this Consent Decree and the ADA.

13. Discrimination by Association. Defendants shall not deny equal services, accommodations, or other opportunities to any individual because of the known relationship of that person with someone who has a disability. 42 U.S.C. § 12182(b)(1)(E).

14. Retaliation and Coercion. Defendants shall not retaliate, interfere with, or coerce any person who made, or is making, a complaint according to the provisions of this Consent Decree or exercised, or is exercising, his or her rights under this Consent

Decree or the ADA. 42 U.S.C. § 12203.

B. EFFECTIVE COMMUNICATION

15. Appropriate Auxiliary Aids and Services. Consistent with 42 U.S.C. § 12182(b)(2)(A)(iii), Defendants shall provide to patients and companions who are deaf or hard of hearing any appropriate auxiliary aids and services necessary for effective communication after making the assessment described in Paragraph 16 of this Consent Decree.

16. Method of Assessment for Effective Communication. The determination of appropriate auxiliary aids and services, and the timing, duration, and frequency with which they will be provided, shall be made by Defendants in consultation with the patient or companion who is deaf or hard of hearing. The determination shall take into account all relevant facts and circumstances, including, for example, the individual's communication skills and knowledge, and the nature and complexity of the communication at issue. Defendants shall use the attached Communication Assessment Form (the "Form") as a part of this assessment process, providing assistance in completing the Form at the patient or companion's request. *See Exhibit A.*

17. Timing of Assessment for Effective Communication. The determination of which appropriate auxiliary aids and services are necessary, and the timing, duration, and frequency with which they will be provided, must be made

at the time either Defendants or either Defendants' staff learns that a patient and/or companion who is deaf or hard of hearing will be using their services.

18. Record of Need for Auxiliary Aid or Service. Each patient's medical chart shall note whether the patient and/or companion is deaf or hard of hearing and what auxiliary aid(s) or service(s) he or she uses.

19. Auxiliary Aid and Service Log. Defendants shall maintain a log in which requests for auxiliary aids or services shall be documented. The log shall indicate the time and date the request was made, the name of the patient or companion who is deaf or hard of hearing, the time and date of the scheduled appointment, the nature of the auxiliary aid or service requested, the time and date the request was fulfilled, and the auxiliary aid or service provided. If the requested auxiliary aid or service was not provided, the log shall contain a statement explaining why. The log should include the identity of the member of Defendants' staff who conducted the assessment and made the request. Such logs shall be maintained for the entire duration of the Consent Decree and shall be incorporated into the semi-annual compliance reports as described in Paragraph 33 of this Consent Decree.

20. Policies and Notice to Personnel. Defendants shall revise their policies to be consistent with ADA requirements regarding effective communication and the terms of this Consent Decree. This policy statement includes, but is not limited to,

language to the following effect:

If you recognize or have any reason to believe that a patient or a relative, close friend, or companion of a patient is deaf or hard-of-hearing, you must advise the person that appropriate auxiliary aids and services will be provided free of charge to the patient or companion. If you are the responsible health care provider, you must ensure that such aids and services are provided when appropriate. All other personnel should direct that person to the appropriate ADA Administrator(s) at _____ and reachable at _____.

Once approved by the United States, Defendants shall distribute these policies relating to effective communication with individuals who are deaf or hard of hearing to all staff.

21. Prohibition of Surcharges. All appropriate auxiliary aids and services required by this Consent Decree shall be provided free of charge to the deaf or hard of hearing patient or companion.

C. QUALIFIED INTERPRETERS

22. Circumstances Under Which Interpreters May be Required. Although the determination of whether and what auxiliary aids and services are appropriate to a given situation is generally to be made on a case-by-case basis (as informed by their assessment pursuant to Paragraph 16), some circumstances typically require that Defendants provide a qualified interpreter to patients or companions who rely upon such types of communications. *See* 28 C.F.R. §§ 36.104, 303. Such circumstances generally arise when the communication is particularly complex or

lengthy. For example, such circumstances include, but are not limited to:

- a. Discussing a patient's symptoms for diagnostic purposes, and discussing medical conditions, medications, and medical history;
- b. Explaining medical conditions, treatment options, tests, medications, surgery, and other procedures;
- c. Providing a diagnosis or recommendation for treatment;
- d. Communicating with a patient during treatment;
- e. Reviewing, explaining or obtaining informed consent for treatment;
- f. Providing instructions for medications, post-treatment activities, and follow-up treatments; or
- g. Discussing powers of attorney, living wills and/or complex billing and insurance matters.

In such circumstances, Defendants shall presume that a qualified interpreter is necessary for effective communication with the patient or companion.

23. Chosen Method for Obtaining Interpreters. Throughout the duration of this Consent Decree, Defendants shall establish and maintain a list of qualified interpreters or interpreter agencies that employ or arrange the services of qualified interpreters to ensure that qualified interpreter services are available. Defendants shall establish internal procedures for ordering interpreting services that are consistent with the interpreter or interpreter agencies' procedure. Defendants shall

consider an order for interpreting services to be complete only after receiving written confirmation from the interpreting service that an interpreter will be provided at the time and date requested. All written correspondence with interpreting services shall be filed in the patient's medical chart, as well as the Auxiliary Aid and Service Log discussed in Paragraph 19.

24. List of Interpreters. Within thirty (30) days after the Effective Date of this Consent Decree, Defendants shall submit to the U.S. Attorney's Office its list of qualified sign language interpreter providers and a copy of its contract(s) with one or more qualified sign language interpreters or sign language interpreter agencies. If Defendants end or alter their contracts with this entity or adds additional contracts during the term of this Consent Decree, Defendants shall notify the U.S. Attorney's Office of the change within thirty (30) days.

25. Video Remote Interpreting ("VRI"). When using VRI services, Defendants shall ensure that it provides: (1) real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication; (2) a sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of his or her body position; (3) a clear, audible transmission of voices;

and (4) adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI. 28 C.F.R.

§ 36.303(f). VRI shall not be used when it is not effective, for example, due to a patient's limited ability to move his or her head, hands or arms; vision or cognitive issues; significant pain; or space limitations in the room. Whenever, based on the circumstances, VRI does not provide effective communication with a patient or companion who is deaf or hard of hearing, VRI shall not be used as a substitute for an on-site qualified interpreter, and an on-site qualified interpreter shall be requested and provided in a timely manner.

26. Restricted Use of Certain Persons to Facilitate Communication.

Defendants shall not rely on an adult friend or family member of the individual with a disability to interpret except in an emergency involving an imminent threat to the safety of an individual or the public where there is no interpreter available, or where the individual with a disability specifically requests that the adult friend or family member interpret, the accompanying adult agrees to provide such assistance, and reliance on that adult for such assistance is appropriate under the circumstances.

Defendants shall not rely on a minor child or a patient to interpret except in an emergency involving an imminent threat to the safety of an individual or the public where there is no interpreter available. 28 C.F.R. §§ 36.303(2)-(4).

27. Notice to Patients and Companions Who are Deaf or Hard of Hearing.

After Defendants' staff determine that a qualified interpreter is necessary for effective communication with a patient or companion who is deaf or hard of hearing and no later than twenty-four (24) hours before a scheduled appointment, Defendants shall inform the patient or companion (or a family member or friend, if the patient or companion is not available) of the current status of efforts being taken to secure a qualified interpreter on his or her behalf.

D. NOTICE TO THE COMMUNITY AND PERSONNEL

28. Policy Statement. Within fifteen (15) days of the United States' review, Defendants shall post and maintain signs of conspicuous size and print at all Defendants medical office waiting areas, on its website, and wherever a Patient's Bill of Rights is required by law to be posted. Such signs shall be to the following effect and include commonly recognized accessibility symbols:

Sign language and oral interpreters, TTYs, and other auxiliary aids and services are available free of charge to people who are deaf or hard of hearing. For assistance, please contact any medical office staff at _____ (voice/TTY).

These signs shall include the international symbol for "interpreters." Such signs must also require the following language:

If you believe you have not received appropriate auxiliary aids and services, or were charged for such services, please contact the U.S. Attorney's Office for the Eastern District of Michigan, a component of the United States Department of Justice at (313) 226-9151 or usamie.civilrights@usdoj.gov to report your concerns.

See Paragraph 20 regarding the United States' review of policies and notices.

Additionally, for a one-year period, Defendants shall provide a notice containing the language found above to all patients when they check in for appointments.

29. Notice of Consent Decree and Settlement Fund.

a. Within fifteen (15) days of the Effective Date of this Consent Decree, Defendants shall post and maintain signs of conspicuous size and print at all Defendants medical office waiting areas, on its website, and wherever a Patient's Bill of Rights is required by law to be posted, the Notice of Consent Decree and Settlement Fund set forth in Exhibit B. These notices shall remain posted for one year from the Effective Date.

b. Within ninety (90) days after the Effective Date, Defendants shall take out an agreed upon ad published both on the internet and in written publications giving Notice of the Consent Decree and Settlement Fund to organizations designated by the United States within thirty (30) days after the Effective Date. At a minimum, a certified letter shall go out to the following organizations notifying them of the Consent Decree and Settlement Fund: Communication Access Center, Deaf C.A.N.!, DeafBlind Central, Deaf/Hard of Hearing Consortium for Teacher Preparation, Global Interpreting Services, Hearing Loss Association of America – Michigan State Association, Michigan Coalition for Deaf

and Hard of Hearing, Michigan Deaf Association, Michigan Department of Civil Rights (MDCR) Division on Deaf, DeafBlind, and Hard of Hearing (DODDBHH), Michigan Hands & Voices, Michigan School for the Deaf, Ring a Bell for ASL, Sound Support—University of Michigan

All of the costs associated with this Notice and its distribution shall be borne by Defendants. Defendants shall provide copies of all ads placed as well as return receipts for each of the mailings required by this paragraph in the corresponding compliance record.

E. TRAINING

30. Training of Staff and Medical Personnel. Within ninety (90) days after the Effective Date of this Consent Decree, Defendants shall provide mandatory in-service training to all staff who have contact with patients. Such training shall be sufficient in duration and content to train the individual in:

- a. the various degrees of hearing impairment, language, and cultural diversity in the deaf community;
- b. identification of communication needs of persons who are deaf or hard of hearing;
- c. procedures for documenting requests for and provision of auxiliary aids and services in patient charts;
- d. types of auxiliary aids and services available and how to secure them

in a timely manner;

- e. the proper use and role of qualified interpreters;
- f. criteria to be used in order to select an interpreter who is qualified;
- g. the proper use and role of video remote interpreting services; and
- h. the terms of this Consent Orders.

All staff who attend this training shall be required to sign an attendance sheet verifying that they have received the training.

31. Training of New Hires. Employees and staff retained after the completion of the training session(s) referred to in the preceding paragraph must be trained within (30) calendar days of their hire; Defendants may use video recording(s) of the original training session(s) for this purpose.

F. REPORTING, MONITORING, AND VIOLATIONS

32. Approval of Training, Policies, and Notices. Within thirty (30) days of the Effective Date of this Consent Decree, Defendants shall submit to the United States for approval, which shall not be unreasonably withheld, the name of the trainer it seeks to use for the ADA Trainings, including the individual's curriculum vitae or resume, the training materials, as well as the policies and notices referenced in Paragraphs 12-31. The trainer shall be knowledgeable about Title III of the ADA.

33. Compliance Reports. Beginning three (3) months after the Effective Date of this Consent Decree and every three (3) months thereafter for the entire

duration of the Consent Decree, Defendants shall provide a written report (“Compliance Report”) to the U.S. Attorney’s Office regarding the status of its compliance with this Consent Decree. Each Compliance Report shall include data relevant to the Consent Decree, including, but not limited to:

- a. information required in the Auxiliary Aid and Service Log as described in Paragraph 19;
- b. the number of complaints received by Defendants from deaf and hard of hearing patients and/or companions regarding auxiliary aids and services and/or effective communication, and the resolution of such complaints, including any supporting documentation;
- c. all training materials used to train its staff, training attendance sheets required in Paragraph 30, above;
- d. photographs of the notices posted in the medical office locations pursuant to this Consent Decree;
- e. any new or modified policies relevant to the terms of the of this Consent Decree or compliance with Title III of the ADA; and
- f. information regarding training compliance as described in Paragraphs 30-31.

Defendants shall maintain records to document the information contained in the Compliance Reports and shall make them available, upon request, to the U.S.

Attorney's Office.

34. Complaints. During the term of this Consent Decree, Defendants shall notify the U.S. Attorney's Office if any person files a lawsuit, complaint, or formal charge with a state or federal agency, alleging that either Defendants or Defendants' staff member or agent failed to provide auxiliary aids and services to patients or companions who are deaf or hard of hearing or otherwise failed to provide effective communication with such patients or companions. Such notification must be provided in writing via certified mail within (30) days of the date that Defendants received notice of the allegation and shall include, at a minimum, the nature of the allegation, the name of the person making the allegation, and any documentation of the allegation provided by the complainant.

IV. MONETARY RELIEF

35. Compensation for Complainants and their Companions. Within sixty (60) business days of the Effective Date of this Consent Decree, and after an individual complainant provides a fully executed release (See Exhibit C) to Defendants (and as to all of their employees, agents, staff, and physicians), Defendants shall send monetary damages in the amounts specified below to each Complainant identified in the United States' Complaint and their Companions, totaling one hundred and fifty thousand dollars (\$150,000.00), via overnight delivery or certified mail, by check, representing good funds:

- a. Brian Grindel: \$46,000;
- b. Janet Stutzman: \$5,000;
- c. Gaida Mannion: \$5,000;
- d. Fay Mannion: \$5,000;
- e. Roberta Clawson: \$10,000;
- f. Jessica Kales: \$6,000;
- g. William Miracle: \$3,000;
- h. Anquon Rush: \$40,000;
- i. Frieda Rush: \$9,000; and,
- j. Brenda Lanning: \$21,000.

Each individual who receives payment pursuant to this paragraph shall be solely responsible for paying any taxes they owe resulting from payments they receive under this Consent Decree.

36. Compensation for Aggrieved Persons Fund. Within ninety (90) days of the Effective Date of this Consent Decree, Defendants shall deposit the sum of forty thousand dollars (\$40,000.00) in an interest-bearing escrow account for the purpose of compensating aggrieved persons whom the Court determines may have been harmed by Defendants' discriminatory practices and were not identified in Paragraph 35. This money shall be referred to as the "Settlement Fund."

- a. Any interest accruing to the fund shall become a part of the Settlement

Fund and be utilized as set forth herein;

b. All expenses related to the establishment of the Settlement Fund shall be borne by Defendants;

c. Nothing in this Consent Decree shall preclude the United States from making its own efforts to locate and provide notice to potential aggrieved persons (such as notifying local deaf advocacy organizations of this Consent Decree and the Settlement Fund);

d. Within one (1) year of Effective Date of this Consent Decree, the United States shall make a preliminary determination as to any individuals not named in Paragraph 35 that qualify as aggrieved persons and an appropriate amount of damages that should be paid to each such person. Defendants shall permit the United States, upon reasonable notice, to review and copy any records that may facilitate its determinations regarding the claims of allegedly aggrieved persons. The United States shall inform Defendants in writing of its preliminary determinations, with respect to any identified aggrieved persons. Defendants shall have fourteen (14) days to review the preliminary determinations and provide to the United States any documents or information that they believe may refute the claims;

e. After completion of the process described in this Section, the Parties shall submit their joint recommendations to the Court for approval if they agree, or separate recommendations if they do not agree. When the Court issues an order

providing for the distribution of funds to those aggrieved persons (Eligible Person(s)), Defendants shall, within ten (10) days of the Court's order, deliver to the United States checks drawn from the Settlement Fund and payable to each Eligible Person in the amount approved by the Court, provided that the Eligible Person has executed a release set forth in Exhibit C. In no event shall the aggregate of all such checks exceed the total of the Settlement Fund and the Residual Amount, including any accrued interest.

f. Payments made to Eligible Persons that are returned or not cashed or deposited within ninety (90) days from the date of issuance will be considered the "Residual Amount," as will any remaining funds not disbursed, and any interest accrued on the Settlement Fund. The entire Residual Amount shall be returned to the Settlement Fund to be used solely for purposes of implementing this Consent Decree. Any expenditure of the Residual Amount must be accounted for, with receipts, as part of the Compliance Reports described in Paragraph 33. After eighteen (18) months, if the Residual Amount remains unused towards implementing the Consent Decree, the parties agree that the entire balance shall be returned to Defendants.

g. Defendants will not be entitled to a set-off, or any other reduction, of the amount of payments to Eligible Persons, resulting from unpaid debts or otherwise, except as expressly provided herein.

h. Eligible Persons shall be solely responsible for paying any taxes they owe resulting from payments they receive under this Consent Decree. Defendants shall be solely responsible for paying any applicable federal, state, or local taxes owed by the Settlement Fund, if any (i.e., any such tax payments shall not be deducted from the Settlement Fund or from any monetary award to Eligible Persons).

37. Civil Penalty to the United States to Vindicate the Public Interest. Within ninety (90) business days of the Effective Date of this Consent Decree, Defendants shall pay a civil penalty to the United States in the amount of ten thousand dollars (\$10,000.00), to vindicate the public interest pursuant to 42 U.S.C. § 12188(b)(2)(C) and 28 C.F.R. § 36.504(a)(3). *See* 28 C.F.R. § 85.5. Full payment shall be made by electronic funds transfer pursuant to instructions to be provided by the United States Attorney's Office for the Eastern District of Michigan.

38. Within ten (10) business days of sending the monetary sum specified in Paragraph 35 to Complainants, Defendants shall send the United States, via email to Nedra.Campbell@usdoj.gov and Michael.El-Zein@usdoj.gov, proof of payment of the monetary sum specified in Paragraph 35.

V. IMPLEMENTATION

39. Contact for Plaintiffs. All materials sent to the United States pursuant to Consent Decree shall be sent by email to Nedra.Campbell@usdoj.gov and

Michael.El-Zein@usdoj.gov (or to any other email address that the United States designates during the term of this Consent Decree). The email shall include a subject line referencing “Flint Neurological Centre P.C. et al.”

40. Enforcement. The United States may review Defendants’ compliance with this Consent Decree at any time and shall have the right to request a copy of any documents that are necessary to monitor Defendants’ compliance with this Consent Decree. Unless otherwise specified in this Consent Decree, Defendants shall produce copies of the requested documents within thirty (30) days of a written request by the United States. If Defendants believes the United States’ request is overbroad or unreasonable, Defendants may bring the matter to the Court for resolution. The Parties shall endeavor in good faith to resolve informally any disputes concerning a request by the United States for information or documents under this Consent Decree, any differences regarding the interpretation of this Consent Decree, or any disputes concerning compliance with this Consent Decree, before bringing matters to the Court for resolution. If a dispute cannot be resolved informally, a Party shall provide at least thirty (30) days written notice of any dispute or alleged breach of this Consent Decree before moving for review by the Court. In the event that either Party to this Consent Decree contends that there has been a breach or failure to perform under this Consent Decree and seeks judicial review, the prevailing Party may seek to impose any remedy authorized by law or

equity, including an order requiring performance of such act, and/or an award of any damages, costs, and reasonable attorneys' fees related thereto.

41. Retention of Jurisdiction. During the term of this Consent Decree, this Court shall retain jurisdiction over this action to enforce the terms of the Consent Decree, including resolving any disputes, issuing any orders necessary to implement the terms or relief provided for in this Consent Decree, or extending the term of the Consent Decree.

42. Severability. If any term of this Consent Decree is determined by any court to be unenforceable, the other terms of this Consent Decree shall nonetheless remain in full force and effect.

43. Non-Waiver. Failure by the United States to enforce any provision of this Consent Decree shall not be construed as a waiver of the United States' right to enforce any provision of this Consent Decree.

44. Extensions. Any time limits for performance imposed by this Consent Decree may be extended only by the mutual written consent of the Parties or by an Order from this Court. With regard to any of the deadlines specified in this Consent Decree, Defendants shall notify the United States at least fifteen (15) business days before any deadline of an anticipated inability to meet the deadline and the reasons why and shall request an extension of time to a specific date.

45. Successor Liability: This Consent Decree shall be binding on Defendants,

their agents, employees, and contractors as well as any successors in interest who acquire any interest in or part of its practice or facilities. In the event that any Defendant seeks to transfer or assign any part of its interest in Flint Neurological Centre P.C. or any facility covered by this Consent Decree, Defendant(s) shall inform any such successor in interest of this Consent Decree. However, failure to notify a successor in interest of this Consent Decree has no effect on the successor's obligation to comply with this Consent Decree.

46. Authority. Each signatory to this document in their representative capacity for Defendants represent that he or she is authorized to bind Defendants to this Consent Decree.

47. Entire Consent Decree. This Consent Decree, including its attachments and exhibits, constitutes the entire agreement between the United States and Defendants on the matters raised herein and no other statement, promise, or agreement, either written or oral, made by any Party or agents of any Party, that is not contained in this Consent Decree, including its attachments, is enforceable.

48. Limitation. This Consent Decree is limited to resolving claims under Title III of the ADA related to the facts specifically set forth above and in the Complaint in the above-captioned lawsuit. Nothing in this Consent Decree relates to other provisions of the ADA or affects Defendants' obligations to comply with any other law not addressed in this Consent Decree or the above-captioned lawsuit, including those relating to nondiscrimination against individuals who have

disabilities. This Consent Decree does not affect Defendants' responsibility to comply with all applicable provisions of the ADA.

49. Counterparts. This Consent Decree may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same Consent Decree, notwithstanding that each Party is not a signatory to the original or the same counterpart.

50. Effective Date. The Effective Date of this Consent Decree shall be the date that this Court approves and enters this Consent Decree or issues electronic notification that it has done so, whichever is later. Unless otherwise specified, all time periods designated for an action run from the Effective Date.

51. Term. This Consent Decree shall terminate, and this action shall be dismissed without further order of this Court, three (3) years from the Effective Date of this Consent Decree.

52. Publicity. This Consent Decree and any amendment hereto shall be public documents. A copy of this Consent Decree or any information contained herein may be made available to any person.

53. Litigation Hold. The Parties agree that, as of the Effective Date of this Consent Decree, litigation is not "reasonably foreseeable" concerning the matters alleged in the complaint and described in this Consent Decree. To the extent that either Party previously implemented a litigation hold to preserve documents,

electronically stored information, or things related to these matters, the Party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves either Party of any other obligations imposed by this Consent Decree.

54. Dismissal of Defendant Dr. Tarakji. Upon receiving documentation demonstrating to the United States' satisfaction that Defendants have made the full payments to complainants, escrow account(s) and the United States outlined in paragraphs 35, 36, and 37, the United States agrees to submit an Order to the Court dismissing with prejudice all counts and allegations against Defendant Dr. Nael M. Tarakji, M.D.

55. Records. For the term of this Consent Decree, Defendants shall preserve all records related to this Consent Decree.

56. Costs and Fees. The United States and Defendants shall bear the cost of their own fees and expenses incurred in connection with this Consent Decree.

57. Consideration. This Consent Decree fully and finally resolves the Complaint in DJ No. 202-37-387, filed by the Complainant against Defendants. The United States releases and will take no further action against Defendants (including its employees, agents, and physicians) arising out of the facts alleged in the Complaint in DJ No. 202-37-387 or the facts alleged in the Complaint in the above-captioned lawsuit. The Parties agree and acknowledge that this consideration is adequate and sufficient.

s/ Victoria A. Roberts

HONORABLE VICTORIA A. ROBERTS
UNITED STATES DISTRICT JUDGE

Date: 6/20/2023

DAWN N. ISON
United States Attorney

FLINT NEUROLOGICAL
CENTRE P.C. and
DR. NAEL M. TARAKJI, M.D

/s/ Nedra Campbell

Nedra Campbell (P58768)
Assistant United States Attorney
211 W. Fort Street, Ste. 2001
Detroit, Michigan 48226
(313) 226-9529
Nedra.Campbell@usdoj.gov

/s/ Azzam E. Elder

Azzam E. Elder (P53661)
Nina Korkis Taweel (P63031)
Elder Brinkman Law
1360 Porter Street, Ste. 250
Dearborn, Michigan 48124
(313) 879-0355
aelder@elderbrinkmanlaw.com
nina@korkislaw.com

Date: June 13, 2023

**EXHIBIT A:
COMMUNICATION ASSESSMENT FORM**

Patient's Name _____

Name of Person with Disability (if not patient) _____

Date _____ Time _____

Nature of Disability:

- ☐ Deaf
- ☐ DeafBlind
- ☐ Hard of Hearing
- ☐ Speech Disability
- ☐ Other: _____

Relationship to Patient:

- ☐ Self
- ☐ Family Member
- ☐ Friend / Companion
- ☐ Other: _____

Do you want a professional sign language or oral interpreter for your visit?

- ☐ Yes. Choose one (free of charge):
 - ☐ American Sign Language (ASL) interpreter
 - ☐ Tactile Interpreter
 - ☐ Signed English interpreter
 - ☐ Oral interpreter
 - ☐ Other. Explain: _____
- ☐ No. I do not use sign language.
- ☐ No. I do not feel an interpreter is necessary or do not want one *for this visit*.

Which of these would be helpful for you for effective communication? (free of charge)

- ☐ Assistive listening device (sound amplifier)
- ☐ Writing back and forth
- ☐ CART: Computer-assisted Real Time Transcription Service
- ☐ TTY/TDD (text telephone)
- ☐ Other. Explain: _____

We ask this information so we can communicate with you effectively. All communication aids and services are provided FREE OF CHARGE. If you need further assistance, please ask a member of our office staff.

Any questions? Please call our office, _____, or visit _____ during normal business hours.

**Exhibit B:
Notice of Consent Decree and Settlement Fund**

NOTICE OF CONSENT DECREE AND SETTLEMENT FUND

If you a patient of Flint Neurological Centre who is deaf or hard of hearing, or a companion of an FNC patient who is deaf or hard of hearing, please be aware:

- Flint Neurological Centre recently entered into a Consent Decree with the United States Department of Justice to resolve a lawsuit. The lawsuit alleged that FNC engaged in a pattern or practice of discrimination against individuals who are deaf or hard of hearing in violation of Title III of the ADA.
- Specifically, the United States alleged that Flint Neurological Centre failed to provide American Sign Language (ASL) interpreters or other appropriate auxiliary aids or services necessary for effective communication.
- As part of the agreement, Flint Neurological Centre has established a Settlement Fund to compensate individuals who may have been affected.

If you have been denied your request for an ASL interpreter or other appropriate auxiliary aid or service, were told to provide your own auxiliary aid or service, or were asked to pay for your own auxiliary aid or service, you may be eligible to receive compensation.

For more information, please contact the Civil Rights Unit of the
United States Attorney's Office for the Eastern District of Michigan.

U.S. Attorney's Office for the
Eastern District of Michigan
Attn: Civil Rights Unit
211 W. Fort Street, Suite 2001
Detroit, Michigan 48226

Phone: (313) 226-9151
Email: usamie.civilrights@usdoj.gov

**Exhibit C:
Release**

I, _____, execute this Release for the benefit of Flint Neurological Centre P.C. and Dr. Nael M. Tarakji, M.D. (collectively “FNC”), located at 5082 Villa Linde Pkwy, Flint, MI 48532.

WHEREAS, in response to complaints filed with the United States Department of Justice (“DOJ”), the subsequent lawsuit brought by the DOJ, *United States v. Flint Neurological Centre P.C. and Dr. Nael M. Tarakji, M.D.*, 22-cv-10568, and the resulting Consent Decree, I have claimed that FNC discriminated against me on the basis of my disability in violation of Title III of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12181-12189 and other federal statutes.

WHEREAS, the DOJ engaged in an investigation of my complaint and determined that I qualify as an Aggrieved Person;

WHEREAS, FNC does not admit liability, however, the United States and FNC have agreed to a voluntary resolution in this matter in the form of a Consent Decree that includes monetary compensation for the named Complainants, Companions, and other Aggrieved Persons;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in consideration of the payment to me of the sum of _____, pursuant to DOJ’s authority to seek monetary damages under Title III of the ADA, 42 U.S.C. § 12188, 28 C.F.R. § 36.506, I agree as follows:

1. I hereby release and forever discharge FNC, its parents, sponsors, subsidiaries, affiliates, physicians, contractors, subcontractors, successors, assigns, shareholders, directors, officers, agents, heirs, and current and former employees from any and all causes, suits, reckonings, whether in law or equity, known or unknown, and claims for attorneys’ fees, costs, interest and claims for any other damages, whether they be compensatory, exemplary, punitive or any other form, and any other claim whatsoever, which I now have or have ever had, relating to or arising (or could have arisen) from my allegations of discrimination under Title III of the Americans with Disabilities Act against FNC.
2. This Release is a one-page document. By signing below, I agree to all terms contained in this Release. I understand that the United States does not represent me and that I may consult with my own legal counsel prior to signing

this Release. I further acknowledge that I have entered into this Release voluntarily and of my own free will.

By: _____

Date: _____