

Settlement Agreement Between
the United States of America
and
the Florida State Courts System

This matter was initiated by a complaint filed under title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12131-12134, with the United States Department of Justice (hereinafter "the Department") against the Twentieth Judicial Circuit of Florida, which is part of the Florida State Courts System. The complaint was filed with the Civil Rights Division of the Department of Justice, under the authority of 28 C.F.R. Part 35, Subpart F. The complainant, who is hard of hearing and who is a defendant in an eminent domain proceeding, alleged that the Twentieth Judicial Circuit discriminated against her on the basis of her disability by failing to take the appropriate steps to ensure that the communication with her during the August 1993 proceedings was as effective as communication with others. She also alleged that the transcription equipment that the Twentieth Judicial Circuit provided was ineffective in providing her access to what was being said at her three-day trial because of confusing and distracting information being displayed on the screen. She further alleged that even though she had filed a grievance against the usage of such technology, the same technology was used at a later hearing in April 1994.

The Department of Justice is authorized under 28 C.F.R. Part 35, Subpart F, to investigate the allegations of the complaint in this matter, to determine the compliance of the Twentieth Judicial Circuit with title II of the ADA and the Department's implementing regulation, issue findings, and, where appropriate, negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized under 42 U.S.C. § 12133 to bring a civil action enforcing title II of the ADA should the Department fail to secure voluntary compliance pursuant to subpart F.

The parties to this Agreement are the United States of America and the Chief Justice of the Supreme Court of Florida as chief administrative officer of the judicial branch (Art. V, § 2, Fla. Const.) (hereinafter "Chief Justice"). In consideration of the terms of this Agreement as set forth below, the Attorney General agrees to refrain from undertaking further investigation or from filing a civil suit in this matter.

Pursuant to the provision of the ADA entitled "Alternative Means of Dispute Resolution," 42 U.S.C. § 12212, the parties have entered into this Agreement. In order to secure compliance by voluntary means, the parties hereby agree as follows:

01-04814

1. The Chief Justice does not admit by the signing of this Agreement that the Florida State Courts System's current policies and practices are in violation in any respect with the ADA or its implementing regulation.

2. The ADA applies to the Florida State Courts System because it is a public entity as defined in 42 U.S.C. § 12131 and the Department of Justice's regulation implementing title II, 28 C.F.R. § 35.104.

3. The purpose of the Settlement Agreement is to ensure that persons who are deaf or hard of hearing have an equal opportunity to benefit from the programs and services of the Florida State Courts System.

4. The Florida State Courts System has established, and will continue to maintain, a written policy, which requires that all Florida courts ensure that real-time transcription services used in court proceedings be accurate in order to ensure effective participation by a party, witness, attorney, judicial employee, judge, or juror who is deaf or hard of hearing. The policy states that in order to ensure complete accuracy of real-time transcription, the Florida courts must comply with the minimum guidelines as set forth in the policy.

5. Beginning on the effective date of this Agreement, all appropriate state court officials responsible for conducting proceedings will be instructed to comply with the provisions of this Agreement.

6. The Florida Supreme Court, through its administrative arm, the Office of the State Courts Administrator, will:

- a. distribute notice of the Agreement and policy to all Florida judges and trial court administrators within 30 days of the effective date; and
- b. schedule and conduct training for chief judges and trial court administrators on the practical application of the ADA and this Agreement in jury trials and other court proceedings, at their next regularly scheduled meetings.

7. The Department of Justice may review compliance with this Agreement at any time. If it determines that this Agreement or any requirement thereof has been violated, it may institute a civil action seeking specific performance of the provisions of this Agreement in an appropriate Federal court.

8. Failure by the Department of Justice to enforce this entire Agreement or any provision thereof with respect to any deadline or any other provision herein

will not be construed as a waiver of the Department's right to enforce other deadlines and provisions of this Agreement.

9. This Agreement is a public document. A copy of this document or any information contained in it may be made available to any person. The Office of the State Courts Administrator will provide a copy of this Agreement to any person upon request.

10. In the event that the Florida State Courts System fails to comply in a timely manner with any requirement of this Agreement without obtaining sufficient advance written agreement with the Department as a temporary modification of the relevant terms of this Agreement, all terms of this Agreement will become enforceable in an appropriate Federal court.

11. The effective date of this Agreement is the date of the last signature below.

12. 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, will be enforceable. This Agreement is limited to the facts set forth in the first paragraph, and it does not purport to remedy any other potential violations of the ADA or any other Federal law. This Agreement does not affect the continuing responsibility of the Florida State Courts System, or the Twentieth Judicial Circuit, to comply with all aspects of the ADA.

For the Florida State Courts System:

For the United States of America:

(Signature)

(Signature) Robert Mather

STEPHEN H. GRIMES, Chief Justice
as chief administrative officer and on L.
behalf of the Florida State Courts System
Supreme Court of Florida
500 South Duval Street
Tallahassee, Florida 32399-1925

JOHN L. WODATCH, Chief
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Disability Rights Section
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P.O. Box 66738
Washington, D.C. 20035-6738

Date May 31, 1996

Date June 20, 1996

Attachment

Page 3

01-04816

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This matter was initiated by a complaint filed under title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12131-12134, with the United States Department of Justice (hereinafter "the Department") against the Twentieth Judicial Circuit of Florida, which is part of the Florida State Courts System. The complaint was filed with the Civil Rights Division of the Department of Justice, under the authority of 28 C.F.R. Part 35, Subpart F. The complainant, who is hard of hearing and who is a defendant in an eminent domain proceeding, alleged that the Twentieth Judicial Circuit discriminated against her on the basis of her disability by failing to take the appropriate steps to ensure that the communication with her during the August 1993 proceedings was as effective as communication with others. She also alleged that the transcription equipment that the Twentieth Judicial Circuit provided was ineffective in providing her access to what was being said at her three-day trial because of confusing and distracting information being displayed on the screen. She further alleged that even though she had filed a grievance against the usage of such technology, the same technology was used at a later hearing in April 1994.

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Pursuant to the provision of the ADA entitled "Alternative Means of Dispute Resolution," 42 U.S.C. § 12212, the parties have entered into this Agreement. In order to secure compliance by voluntary means, the parties hereby agree as follows:

01-04817

1. The Chief Justice does not admit by the signing of this Agreement that the Florida State Courts System's current policies and practices are in violation in any respect with the ADA or its implementing regulation.

2. The ADA applies to the Florida State Courts System because it is a public entity as defined in 42 U.S.C. S 12131 and the Department of Justice's regulation implementing title II, 28 C.F.R. § 35.104.

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8. Failure by the Department of Justice to enforce this entire Agreement or any provision thereof with respect to any deadline or any other provision herein

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