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Folder Title:

ADA [Americans with Disabilities Act] Implementation Interagency Meeting

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Withdrawal/Redaction Sheet

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DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
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001. memo	To: Officer-in-Charge; RE: Personally Identifiable Information [partial] (1 page)	06/06/1994	b(6)
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COLLECTION:

Clinton Presidential Records
Domestic Policy Council
Diana Fortuna
OA/Box Number: 12029

FOLDER TITLE:

ADA [Americans with Disabilities Act] Implementation Interagency Meeting

2007-0143-F
db4492

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
- P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
- P5 Release would disclose confidential advice between the President and his advisors, or between such advisors [(a)(5) of the PRA]
- P6 Release would constitute a clearly unwarranted invasion of personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

RR. Document will be reviewed upon request.

Freedom of Information Act - [5 U.S.C. 552(b)]

- b(1) National security classified information [(b)(1) of the FOIA]
- b(2) Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
- b(4) Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- b(6) Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- b(7) Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- b(8) Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- b(9) Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

CPA Review Firm Settles Bias Case

L.A. Times
5/26/94

■ **Laws:** Encino company agrees to allow hearing-impaired students the right to demand interpreters.

By JOHN CHANDLER
TIMES STAFF WRITER

ENCINO—After nearly 18 months of fighting and mounting legal bills, Newton Becker, whose company runs the nation's largest review course for certified accountants, has surrendered.

His Ventura Boulevard-based firm, Becker CPA Review, gained unwanted notoriety in December, 1992, when it became the target of the first lawsuit filed by the U.S. Justice Department to enforce the 1990 Americans with Disabilities Act. The suit accused the company of discriminating against hearing-impaired students.

But earlier this month, he agreed to a Justice Department consent order that gives hearing-impaired students in his classes the right to demand sign language interpreters or other aids of their choice.

In addition, the company must establish a \$25,000 scholarship fund for hearing-impaired accounting students at Cal State Northridge, pay \$20,000 for the group of seven Becker students named in the case and follow an elaborate set of guidelines for dealing with hearing-impaired students through mid-1997.

For other private schools and educational programs, the outcome is a signal that one-size-fits-all approaches to accommo-

Please see BECKER, B7

VALLEY NEWS

BECKER: Firm Agrees to Order for Hearing-Impaired

Continued from B1
dating the disabled may no longer be acceptable. To federal attorneys and advocates for the disabled, the outcome is a reasonable response to the law's broad goals of equal access.

To an unhappy Becker, however, it means the prospect of having to spend up to \$9,000 per deaf student (admittedly a tiny percentage of his clientele) on interpreters for a program that charges only about \$1,300 in tuition. "I don't think this was the intent of Congress," he said.

Underneath all the wrangling, the case came down to a relatively simple dispute: Becker originally wanted to continue his company's longstanding practice of giving deaf students transcripts of his own tape-recorded lectures that account for most of the 130-hour program.

Federal attorneys argued that hearing-impaired students were deprived of the equal learning experience required by law because, along with other problems, they could not hear the non-scripted comments of course instructors and question-and-answer sessions during the classes.

In the end, the government prevailed with its approach that private educational programs must tailor their assistance to meet the specific needs of disabled students, although a federal judge along the

way suggested that the government's demands of Becker went beyond the law.

"You can't expect one type of aid to work for everybody," said Irene Bowen, deputy chief of the Justice Department's public access section, which handles enforcement of the law. "The problem here was Mr. Becker had determined the transcripts were enough for everybody."

Although lacking the same legal weight as a court ruling, the settlement will have a broad impact. The 37-year-old company, founded and headed by Becker, offers its courses at about 130 locations nationwide, and claims thousands of people passing the CPA test each year are its alumni.

Nearly four years after then-President George Bush signed the ADA into law and 2 1/4 years after it went into effect, the Becker lawsuit is one of six filed by the Justice Department, Bowen said. Three, including Becker's, have now been settled, and three others are pending, she said.

The law guarantees equal opportunities to people with disabilities, mental or physical, and including those with the human immunodeficiency virus, in employment, state and local government services, transportation and in dealing with a wide range of business locations that serve the public.

The latter category, "public accommodations," includes lodgings,

food-and-drink outlets, movie theaters and other similar venues, stores, service locations such as doctor's and attorney's offices, recreational facilities and all private schools.

Under the law, such locations are required to provide "auxiliary aids and services" if needed by disabled people to have equal access, unless doing so would "fundamentally alter" the activity or result in "an undue burden." Those aids and services can be structural changes or assistants such as interpreters.

Becker, a 60-year-old Bel-Air resident, argued that in the past, deaf students in his courses had been successful using the transcripts. But the Justice Department filed the case after a Washington, D.C.-area deaf man, Rod Jex, sought and was denied an interpreter in mid-1992. As a result of Jex's complaint, the Justice Department filed suit in December, 1992.

Under the settlement, Becker's company must provide any extras for students with hearing impairments at no added charge for at least the three-year term of the settlement. It also requires extensive staff training, reports to federal officials and publicity about the new policies.

More than the potential cost of the interpreters, Becker said his gripe is one of principle, over what

he calls an unclear law that invites legal disputes. "What's really needed is clarification of the law so it will make sense and people can abide by it," he said.

Under ADA regulations, written texts are one permitted method for accommodating the hearing-impaired. That was one of Becker's main arguments. But federal attorneys said his four-hour class sessions and their complex subject matter demanded additional measures.

Becker said the legal fight cost him more than \$200,000 in legal fees, and would have cost that much again had he tried to take the case to trial. He did, however, get some support from U.S. District Judge Thomas Hogan in a hearing on the case in December in Washington.

According to the transcript, Hogan questioned the Justice Department's "rush to judgment" in filing the case while settlement talks were continuing. And the judge challenged the department's stance in the case that Becker must provide the particular aid demanded by hearing-impaired students.

"That is not what the regulation says. That is not what the statute says," the judge said, according to the transcript. Although he did not rule for either side that day, Hogan did say he saw no basis for "substantial, if any, damages against Becker for any alleged violations."



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Department of Justice

FOR IMMEDIATE RELEASE
FRIDAY, MAY 13, 1994

CR
(202) 616-2765

**NATION'S LARGEST CPA REVIEW COURSE AGREES
TO PROVIDE SERVICES FOR STUDENTS WITH DISABILITIES**

WASHINGTON, D.C. -- The nation's largest CPA review course has agreed to provide sign language interpreters and other auxiliary aids to students who need them under a settlement reached today with the Justice Department.

Today's settlement resolves the first suit ever filed by the Justice Department under the Americans with Disabilities Act (ADA). In the suit, the Justice Department alleged that Becker CPA Review, Inc. violated the ADA by refusing to provide interpreters and other necessary auxiliary aids to students who are deaf or have hearing impairments. Title III of the ADA prohibits discrimination by public accommodations, such as educational services, against persons with disabilities.

"Today we have opened the gateway to the accounting profession for persons with disabilities," said Assistant Attorney General for Civil Rights Deval L. Patrick. "While the path to becoming a public accountant is a rigorous one, we have smoothed the way for students with hearing impairments."

(MORE)

In 1992, shortly after Title III went into effect, the National Center for Law and Deafness filed a complaint with the Justice Department against Becker. According to the complaint, Becker, which prepares students for licensing tests to become certified public accountants, refused to provide an interpreter for a student with a hearing impairment.

After unsuccessfully attempting to resolve the complaint with Becker, the Justice Department sued the accounting course in federal court. Thereafter, the Department learned about numerous other students who said they had been denied interpreters, help from student assistants, or seats near the front of the class so they could lipread.

Under the proposed consent decree, submitted for approval to the U.S. District Court in Washington, D.C., Becker will:

- provide sign language interpreters and a variety of other auxiliary aids to students who need them for full participation in the course;
- pay \$20,000 to the Department of Justice to be distributed to deaf and hearing impaired students who provide recommendations for further improvements in Becker's use of auxiliary aids. Payments will be distributed among up to seven students who claim they were denied appropriate auxiliary aids;
- establish a \$25,000 scholarship fund for accounting students who have hearing impairments and who attend California State University, Northridge;
- train its 800-person staff on its new policy;
- include information about the policy in advertising and registration materials; and
- appoint a national coordinator to respond to requests for auxiliary aids.

(MORE)

Under the agreement the Company will no longer only offer audiotape transcripts used by the instructors. After consultation with students requesting auxiliary aids, Becker now will provide an interpreter to any student who articulates an expected inability to benefit effectively from the transcripts.

"While Title III does not require interpreters on demand, neither does it allow covered businesses to require that every individual use a single form of auxiliary aid in a class, regardless of his or her means of communication," Patrick said.

The Justice Department may seek an order seeking compliance, damages, and penalties if Becker fails to comply with the terms of the agreement.

#

94-256

Approved by
the Court 5/10/94

FILED 13

MAY 13 1994

CLERK U.S. DISTRICT COURT
DISTRICT OF COLUMBIA

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

THE UNITED STATES OF AMERICA,

Plaintiff,

v.

BECKER C.P.A. REVIEW,

Defendant.

CV 92-2879 (TFH)

JOINT MOTION TO APPROVE CONSENT ORDER

Plaintiff United States of America and Defendant Becker C.P.A. Review now jointly move this Court to approve and enter the attached Consent Order in settlement of the above captioned matter.

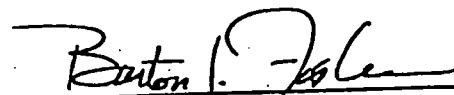
Respectfully submitted on this 13th day of May, 1994,

For the Plaintiff:



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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

THE UNITED STATES OF AMERICA,

Plaintiff,

v.

BECKER C.P.A. REVIEW,

Defendant.

CV 92-2879 (TFH)

CONSENT ORDER

This action was brought by the United States against Becker CPA Review ("Becker" or "Defendant"), to enforce the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq. In its complaint the United States alleges that Defendant, in its operation of its CPA Review course, a national review course that prepares students for the national certified public accountant examinations, has violated title III of the ADA by failing to provide appropriate auxiliary aids and services to students with hearing impairments.

Specifically, the complaint alleges that Becker refused requests to provide a qualified sign language interpreter to Rod Jex, an individual who is deaf. The complaint further alleges that Becker has a general policy of refusing to furnish qualified sign language interpreters and other appropriate auxiliary aids and services, and, instead, to offer only instructor notes, transcripts of pre-recorded audio lectures, and transparencies

(collectively known as "J-notes") to students with hearing impairments. The United States' complaint alleges that Becker's general policy and practice discriminates on the basis of disability in the full and equal enjoyment of the privileges and advantages of a place of public accommodation; does not provide individuals with disabilities an opportunity to participate that is equal to that afforded others; fails to make reasonable modifications in policies, practices and procedures; and fails to provide necessary auxiliary aids and services to ensure effective communication.

Defendant's Answer denies any violation of the Americans with Disabilities Act. Defendant does not assert that the provision of auxiliary aids and services would be an undue burden, as defined in the regulation at 28 C.F.R. § 36.104. Defendant contends that prior to this litigation it had a policy of offering a single type of auxiliary aid to deaf persons, the "J-notes," along with an option to sit close to the instructors, and offered headsets connected to the tapeplayers for persons who are hard of hearing. Defendant agrees that prior to this litigation it did not provide sign language interpreters, but contends that, until this litigation is concluded, it is providing and will continue to provide sign language interpreters when requested.

Plaintiff contends as follows: that the transcripts do not adequately communicate the contents of the course, that the "J-notes" are designed for instructor use and are confusing and difficult for students to follow, that because of frequent

interruptions in the audio presentation, synchronization of the "J-notes" is not feasible for some students with hearing impairments, that the "J-notes" do not reflect any interaction between the class and instructors, that learning from the "J-notes" limits a hearing impaired student to only one medium for learning, and that the transcripts are not always offered to students with hearing impairments; that significant portions of some classes are presented live by instructors and are not reflected in the transcripts; and that some people with hearing impairments are unable, without interpreters, to understand the course, to participate fully in the classroom experience, and to enjoy all offered benefits of the course. Defendant does not agree with these contentions.

Both parties moved this Court for summary judgment. This Court denied the motions and urged settlement of this case.

Defendant maintains that it is committed to full compliance with the Americans with Disabilities Act. To demonstrate that commitment, Defendant has agreed to implement policies and procedures, set forth below, that are designed to ensure that appropriate auxiliary aids and services will be provided where necessary to afford effective communication of the contents of the Becker course between and among students and to afford students with disabilities a benefit equal to that provided to other Becker students. In light of this agreement, the parties have determined that the government's suit can be resolved without additional costly and protracted litigation and have

prepared and agreed to the terms of this Order, without a trial on the merits.

This Order resolves all issues raised in the complaint. It is limited to those issues and does not address Becker's other obligations under the ADA, including Becker's obligation to provide its courses in physically accessible locations. This Order is final and binding on all parties to this action, including all principals, agents, and successors in interest of the Defendant, as well as any person acting in concert with them.

The parties stipulate as follows:

A. This Court has jurisdiction of this action under 42 U.S.C. §§ 12188(b)(1)(B) and 12189 and 28 U.S.C. §§ 1331 and 1345.

B. Defendant Becker CPA Review is an unincorporated partnership with national headquarters located in Encino, California.

C. Defendant Becker CPA Review offers a course designed to prepare its students for the national CPA examination. The Becker course is offered in approximately 120 cities throughout the nation.

D. Defendant is a person offering a course related to applications, licensing, certification, or credentialing for secondary or postsecondary educational, professional, or trade purposes within the meaning of the ADA, 42 U.S.C. § 12189 and 28 C.F.R. § 36.309.

E. Defendant is a public accommodation as defined by the ADA, 42 U.S.C. § 12181 and 28 C.F.R. § 36.104.

F. Rod Jex, Mark Summers, Amy Markel, Teresa Kidwell, Cynthia Rohlin, Deborah Mundell, and Sheilah Palm are individuals with disabilities within the meaning of the ADA, 42 U.S.C. § 12102(2); 28 C.F.R. § 36.104. Because of their disabilities, these students require auxiliary aids and services to ensure that the Becker course is effectively communicated to them, to ensure that they can participate equally in the class, and to ensure that they receive benefits equal to those provided to other Becker students.

G. Becker's policy and practice prior to this litigation was to offer one form of communication assistance to deaf persons requesting auxiliary aids and services.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

A. Declaration

1. It is a violation of the Americans with Disabilities Act to maintain a policy of providing auxiliary aids and services that does not recognize individual communication needs.

2. Effective communication, for the purposes of this Order, shall be deemed to mean contemporaneous communication of the breadth of the Becker educational experience, among all participants, in a manner that can be understood by each individual with a hearing impairment and that allows for equal participation in the educational experience offered by the Becker course. Nothing in this Order shall be construed as requiring

that Becker ensure equal pass rates as to students with hearing impairments and those without.

B. General Injunction

3. Defendant, its officers, agents and employees, and all other persons in active concert or participation with any of them, are enjoined from failing to furnish to students with disabilities appropriate auxiliary aids and services to ensure effective communication.

C. Specific Injunctive Relief

4. For purposes of this Order, the term "Becker staff" shall include all individuals who are employed by Becker CPA Review, full time or part time, paid or unpaid, including contractors, and who are involved in the Becker course and have responsibilities implicated by this Consent Order. Becker staff includes, but is not limited to: all administrative staff who work in the national, regional, and local Becker offices; all Becker interviewers and classroom facilitators; all Becker instructors; and all Becker student assistants.

5. For purposes of this Order, the term "student" shall include current and prospective students.

6. Becker shall provide to students with hearing impairments appropriate auxiliary aids and services to ensure effective communication.

a. Appropriate auxiliary aids and services include qualified interpreters (sign language interpreters, oral interpreters, cued speech, etc.), computer-aided

transcription (CAT) services, assistive listening devices, notetakers, transcripts, special seating locations including a reserved seat in the front row of a class, student transcript assistants, staff persons assigned to assist a student in following "J-notes," and other similar aids and services or combinations thereof, as described below, that provide access to the Becker course for students with hearing impairments.

b. On receipt of a request for auxiliary aids or services from a Becker student, Becker may either provide the requested auxiliary aid or service or may require the student to participate in a consultation meeting. The consultation meeting shall be at no cost to the student.

c. Becker shall provide to the student, prior to the consultation meeting, a written description of the course and the proposed auxiliary aid or service. The description to be used when the "J-notes" method is offered is attached hereto as exhibit A.

d. The purpose of the consultation meeting is for Becker to fully explain the Becker course and to demonstrate Becker's proposed auxiliary aid or service (e.g., assistive listening devices; transcripts of the recorded lectures, i.e., the "J-notes"), to the student and for the student to ask questions about the proposed accommodation and explain his or her communication needs. This consultation meeting shall be held as soon

as practically possible after receipt of the request for an auxiliary aid or service and shall be in person at a location mutually agreed to by the student and Becker staff. Becker shall have an instructor, student assistant, or other staff as necessary present at the consultation meeting to assist with the demonstration. The student will be asked to attend a current Becker class or portion thereof, prior to the session that the student seeks to attend, to test the "J-notes," as described in attachment A, or other offered auxiliary aid or service, in actual use. Becker shall make all arrangements for the student to take a live make-up class for any class time missed while testing the "J-notes," if necessary. However, a student who can articulate, based on experience or personal skills, reasons why the "J-notes" are not appropriate for him or her will be provided the requested auxiliary aid or service as set forth in subparagraph 6g. below without testing the "J-notes." Becker shall not exert any undue pressure or coercion on a student to make a particular decision to test the "J-notes" as provided above.

e. Becker shall have available during the consultation meeting a computer terminal, writing materials or any other auxiliary aid or service necessary to assist with communication. The student

may also bring his or her preferred choice of auxiliary aid to the consultation meeting.

f. The student may have three days following the consultation meeting to consider Becker's proposed auxiliary aid or service.

g. If, following the consultation process described in paragraph 6d above, the student requests sign language interpreters or other auxiliary aids or services, Becker shall provide them. If the student agrees to try the "J-notes" as an auxiliary aid but subsequently requests sign language interpreters or other auxiliary aids or services, Becker shall provide them.

h. After the expiration of the later time period set forth in paragraph 7 for evaluating the "J-notes," Becker may offer the "J-notes" auxiliary aid, as described in attachment A, only after any revisions reflecting the evaluation process have been implemented.

i. Becker shall consult with the student periodically to determine whether the proffered auxiliary aid or service is effective for that student and to make necessary adjustments in the auxiliary aid or service provided.

7. Within 45 days of the date of this Order, the United States will provide to Becker a report describing problems or

successes with the "J-notes" and their utilization identified by deaf students and students with hearing impairments who have been in contact with the Department of Justice. The United States' role will be limited to summarizing problems and successes identified by individuals and will not include an evaluation of asserted problems and successes, or any recommendations concerning them. Becker shall evaluate the report and the "J-notes" method, as described in attachment A, in order to determine whether steps can be taken to improve the course for deaf students and students with hearing impairments. This evaluation and any revisions resulting from it shall be completed within 6 months of receipt of the report.

8. Becker shall pay \$20,000 to the United States for disbursement to students from among those identified in paragraph F. above who assist in the evaluation process described in paragraph 7, above. Only students who waive their rights to damages arising from the incidents and policies described in this action, by signing a waiver as attached to this Order at Attachment B, will be eligible to receive a payment. Any funds not distributed to the students within 90 days of receipt by the Department of Justice of the full payment from Becker shall be added to the scholarship fund identified in paragraph 18 below.

9. Becker shall immediately appoint a national ADA coordinator. The national ADA coordinator shall be responsible for ensuring that the terms of this agreement are fully and properly implemented and shall act as a liaison with all regional

and local Becker offices. The national ADA coordinator also shall ensure that all Becker staff are properly instructed regarding Becker's responsibilities under the terms of this Order. The national ADA coordinator shall be responsible for ensuring that the needs of students with disabilities are properly and promptly satisfied.

10. Within 30 days of this Order, Becker shall establish the following procedures to be followed by Becker staff in handling requests for auxiliary aids and services:

a. Any Becker staff person who receives a request for an auxiliary aid or service shall promptly refer that student to the national ADA coordinator.

b. The ADA coordinator shall promptly initiate the procedure established in paragraph 6 above.

c. After a decision is made regarding what specific type of auxiliary aid or service will be offered, the ADA coordinator shall take all necessary steps to ensure that the student's needs are properly and promptly satisfied. Such steps may include but are not limited to arranging for notetaking services, locating and making arrangements for the presence of qualified interpreters, hiring student transcript assistants, or appointing staff persons whose sole functions are to assist students with hearing impairments, and ensuring that adequate copies of the "J-notes," as described in attachment A, are available.

d. The ADA coordinator shall ensure that all auxiliary aid(s) or service(s) will be available to the student prior to the commencement of the course. It is recognized that, in rare instances, requests for auxiliary aids or services will be made at a late date, and that Becker may not be able to provide the requested aid or service prior to the commencement of the Becker course. Becker shall then make every effort to procure the appropriate aid or service by the earliest possible date. In the rare instance when a request is made at a late date that prevents the timely procurement of the appropriate aid or service, Becker shall assist the student with make-up classes, including the provision of necessary auxiliary aids and services for those make-up classes.

e. Becker shall provide auxiliary aids or services to students with hearing impairments at no cost to those students for all current and future classes. Students with hearing impairments shall be required to pay all usual course fees and shall be entitled to all usual course discounts, to the same extent that similarly situated non-disabled students pay such fees and receive such discounts.

11. Within 45 days of this Order, Becker shall provide instruction to all staff regarding Becker's change in policy.

Specifically, Becker shall:

a. Provide instruction to its staff on issues such as various types of hearing disabilities, the types of auxiliary aids and services that are available for use by students with hearing impairments, and the nature of the course presentation as it relates to persons with hearing disabilities. Becker shall include, in all instructional materials for staff position, information relating to the procedures that must be followed to ensure that appropriate auxiliary aids and services to ensure effective communication are provided to students who need them.

b. Notify its staff regarding the identity of the national ADA coordinator and instruct the staff to contact this person if they have any questions concerning the availability of auxiliary aids and services.

c. Provide staff instructional materials regarding the procedures that must be followed to ensure that appropriate auxiliary aids and services to ensure effective communication are provided to students who need them.

12. Becker shall immediately require all Becker staff to comply with the provisions of this Consent Order.

13. Becker shall include in its major advertising materials, including "double postcards," printed or published 60 days or more after the effective date of this Order, the phrase

"Accommodations for people with disabilities available".

14. In its next regular printing and all subsequent printings of its registration booklet and class handouts for the first class, Becker shall include information regarding the availability of auxiliary aids and services for students with hearing impairments. The registration booklet and first class handouts shall include the statement, "Accommodations for people with disabilities are available. Please contact Becker's national ADA coordinator, (name) at (phone) as soon as possible to arrange for a consultation."

15. Within 14 days of this Order, Becker shall provide for distribution to all staff a brief description of this Consent Order and shall re-distribute it 30 days prior to the beginning of each Becker course. Becker shall also distribute a brief description of this Consent Order to all new Becker staff within 10 days of their starting date or when new Becker staff receive orientation materials and shall incorporate the brief description in all training materials made available to new staff. Becker shall also provide a brief description of this Consent Order to all Becker students requesting auxiliary aids and services and to other Becker students upon request.

16. Effective immediately, Becker shall continue to provide qualified sign language interpreters, as well as any other necessary auxiliary aids and services, to Rod Jex, Mark Summers, and Amy Markel, for the duration of their participation in the Becker course. This paragraph is not intended to create an

obligation on Becker to provide any additional free continued attendance beyond that already available to the students identified in this paragraph.

17. Nothing in this order is intended to relieve any other entity of a pre-existing legal obligation to provide auxiliary aids.

18. Within 30 days of this Order, Defendant shall create a scholarship fund in the amount of \$25,000 at the California State University, Northridge, for deaf or hearing impaired students seeking an education in the field of accounting.

19. The parties agree that during the pendency of this litigation, defendant attempted to mitigate any potential damages that might arise by developing a policy of providing a sign language interpreter to any person who requested one. Plaintiff contends that this policy was partially implemented but was not uniformly administered.

F. Implementation

20. For three years from the date of this Order, Defendant shall make biannual reports to the Department of Justice detailing Becker's compliance with this Order. Reports shall be filed with the Department of Justice 30 days after the completion of each Becker course and shall contain: (a) the name, telephone number, and address of each individual who requested an auxiliary aid or service; (b) the nature of each request; (c) the date of each request; (d) the disposition of each request; and (e) if a request was not granted in full, the reasons that the request was

not granted in full, and a description of all actions taken by Becker with respect to such request. On request from the Department of Justice, and with the student's consent, Becker shall also provide copies of all documents relating to a specific request. Information relating to any individual shall be treated as confidential by the parties unless specific written consent has been given by that individual.

21. For three years from the date of this Order, the United States shall have the right, upon reasonable notice, to inspect and copy any and all Becker records related to Becker's obligations stated herein. These records include, but are not limited to, Becker's advertising materials, training materials, license agreements, student requests for auxiliary aids or services, and student files.

22. For three years from the date of this Order, Defendants shall submit a report to the United States, in writing, within 30 days of the receipt by the national ADA coordinator or the national headquarters of any written complaint relating to discrimination on the basis of disability with respect to the provision of auxiliary aids and services. Such report shall include a copy of the complaint, copies of all documents in Becker's possession relating to the complaint, and a statement of Becker's actions, if any, taken in response to the complaint.

23. The parties shall attempt to negotiate a resolution of any dispute relating to interpretation or implementation of this

Order before bringing the matter to the Court's attention for resolution.

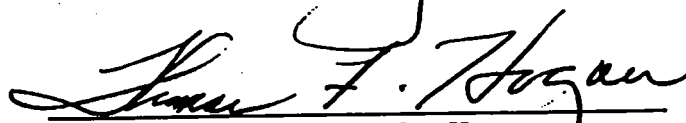
24. The United States may review compliance with this agreement at any time. If the United States believes that defendant has violated this agreement or any requirement contained herein, it may institute a civil action in any federal district court. If the Court makes a determination of a violation of this Consent Order, defendant stipulates to the payment of a penalty for each such violation. The amount of the penalty shall be within the Court's discretion. The Court may also award damages. Failure by the Department of Justice to seek enforcement of this Consent Order with regard to one provision shall not be construed as a waiver of its right to do so with regard to the same or other provisions of this Order.

25. The parties agree that if there is a subsequent change in federal statutes or regulations that affects the obligations of the parties under this Order, either party may seek Court modification of this Order.

26. This case is administratively closed, but the Court shall retain jurisdiction of this action to enforce the provisions of this Order for three years from the date of this Order after which time all of its provisions shall be terminated, unless the Court determines it is necessary to extend any of the

requirements imposed by this Order, in which case those specific requirements shall be extended.

Entered and Ordered this 16TH day of May,
1994.


Honorable Thomas F. Hogan
United States District Judge

Agreed and Consented to:

FOR DEFENDANTS:
Becker CPA Review


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Tel: (310) 277-1010

FOR PLAINTIFF:
United States of America


L. IRENE BOWEN
MARC DUBIN
V. COLLEEN MILLER
KATE NICHOLSON
Public Access Section
Civil Rights Division
U.S. Department of Justice
P.O. Box 66738
Washington, D.C. 20035
Tel: (202) 307-0663

ATTACHMENT A

for distribution to interested deaf students
or students with hearing impairments

Thank you for your interest in the Becker C.P.A. Review Course. There are a variety of accommodations, including assistive listening devices, transcripts and interpreters, that can be put into place for deaf students or students with hearing impairments, depending on your individual need. If, after reading the information on this page, you have any additional questions or need an assistive listening device, please call Susan Eby at 703-352-2530 (TDD).

While the Becker Course is a highly interactive course, much of the course material is on audiotape. Generally, our instructor will begin the class with preliminary comments and then turn on the audiotape. The tape will be turned off periodically to allow you time to work problems, to answer old CPA exam multiple choice questions and, on occasion, to hear comments from your instructors. The Becker Course has several different ways to make sure that you get the full learning value of the course.

For persons who are deaf or who have hearing impairments, we offer a transcript of the audio lecture. These transcripts also include some of the interjects an instructor will use during the lecture. We invite you to a demonstration of the transcript of the audio lecture, and other accommodations described below, so that you can see whether they will provide effective communication to you. Additionally, we encourage you to try the transcript in an actual classroom, prior to a class that you are actually interested in taking, if that is possible. If, after we demonstrate the transcript to you, you believe that you need some other type of accommodation, such as a sign language interpreter, we will provide that at no cost to you.

The Becker Course relies on experienced professional instructors who are there to give individual help. The instructors also are there to clarify points, answer questions, and make points of their own. The practical experiences of your instructors are sometimes woven into the lecture to bring the material to life. To ensure that you do not miss out on any of the learning value of the course, there are additional accommodations that we can offer. We will provide, where necessary, a student assistant or staff person who will monitor the transcript that you are reading and point out in the notes where the class is in the transcript. The student assistant will point out when the instructor is making a comment that is in the transcript as well. Instructor comments that are

not contained in the transcript, and students' questions and answers, will be written out for you.

The Becker Course is designed to maximize class time for learning the material you need for the CPA exam. You will work hard, but you will work hard in class. However, with certain precautions, we will also permit you to take the transcript home for review.

If you can make use of lipreading, we will ensure that you have a seat in the front of the class and will ask the instructors to face you when speaking. Instructors will be told to repeat students' questions before answering them. We will also ensure that the room lighting is adequate for your needs.

There are some Becker instructors who lecture extensively and do not rely on the audiotape as much as most instructors do. We will attempt to identify those instructors for you, and will provide additional accommodations as necessary because the transcripts may not be followed fully in those classes.

If you have any complaints about the provision of auxiliary aids to you, you must put the complaint in writing and send it to Becker's national ADA coordinator, Susan Eby, at 3541 Chain Bridge Road, Suite 208 A, Fairfax, Virginia, 22030 or send it by telefacsimile to (703) 352-2532 (fax).

ATTACHMENT B

I, _____, hereby agree that in consideration of Becker C.P.A. Review's agreement to the terms of a Consent Agreement and Order, and any payments to me for providing input to be provided to Becker C.P.A. Review, I hereby release Becker C.P.A. Review, its staff and any other persons related to Becker C.P.A. Review, from any all claims, complaints or charges however denominated, that I may have under federal, state or local law, arising from or in any way related to the facts and circumstances alleged in United States v. Becker C.P.A. Review, CV 92-2879 (TFH). I understand that this is a complete release that bars me from asserting any claim, complaint or charge against Becker C.P.A. Review or persons related to it, arising from or in any way related to the facts and circumstances in United States v. Becker C.P.A. Review. I am familiar with the facts and circumstances of that case which have been explained to me by lawyers or other representatives for the United States.

AGREED TO and SIGNED this _____ day of _____, 1994.

Notary

CERTIFICATE OF SERVICE

I certify that I have this 13th day of May, 1994, served upon the person listed below, by hand delivery, a true and correct copy of the foregoing Joint Motion to Approve Consent Order and attached Consent Order:

BURTON FISHMAN
Tucker, Flyer and Lewis
1615 L Street, N.W.
Washington, D.C. 20036-5610
(Attorney for the Defendant)



V. Colleen Miller, Attorney
Public Access Section
Civil Rights Division
United States Department of Justice
P.O. Box 66738
Washington, D.C. 20035-6738
(202) 307-0663

Tackle strip ~~lively~~ event

resolving strip

blind divided ()
- main team -

Turnstile story win/win

Time come -- change of
employment status
articles editor
small libraries

Withdrawal/Redaction Marker

Clinton Library

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
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001. memo	To: Officer-in-Charge; RE: Personally Identifiable Information [partial] (1 page)	06/06/1994	b(6)
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COLLECTION:

Clinton Presidential Records
Domestic Policy Council
Diana Fortuna
OA/Box Number: 12029

FOLDER TITLE:

ADA [Americans with Disabilities Act] Implementation Interagency Meeting

2007-0143-F
db4492

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

P1 National Security Classified Information [(a)(1) of the PRA]
P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
P3 Release would violate a Federal statute [(a)(3) of the PRA]
P4 Release would disclose trade secrets or confidential commercial or
financial information [(a)(4) of the PRA]
P5 Release would disclose confidential advice between the President
and his advisors, or between such advisors [(a)(5) of the PRA]
P6 Release would constitute a clearly unwarranted invasion of
personal privacy [(a)(6) of the PRA]

C. Closed in accordance with restrictions contained in donor's deed
of gift.

PRM. Personal record misfile defined in accordance with 44 U.S.C.
2201(3).

RR. Document will be reviewed upon request.

Freedom of Information Act - [5 U.S.C. 552(b)]

b(1) National security classified information [(b)(1) of the FOIA]
b(2) Release would disclose internal personnel rules and practices of
an agency [(b)(2) of the FOIA]
b(3) Release would violate a Federal statute [(b)(3) of the FOIA]
b(4) Release would disclose trade secrets or confidential or financial
information [(b)(4) of the FOIA]
b(6) Release would constitute a clearly unwarranted invasion of
personal privacy [(b)(6) of the FOIA]
b(7) Release would disclose information compiled for law enforcement
purposes [(b)(7) of the FOIA]
b(8) Release would disclose information concerning the regulation of
financial institutions [(b)(8) of the FOIA]
b(9) Release would disclose geological or geophysical information
concerning wells [(b)(9) of the FOIA]

REQUEST FOR APPOINTMENTS

To: Officer-in-Charge
Workers and Visitor Entrance System
Room 085, OEOB

Please admit the following appointments on June 7, 1994, for
STANLEY S. HERR of Domestic Policy

NAME

DATE OF BIRTH

ANBENDER, Julie

[001]

MARLIN, Myron

CALKINS, Philip

WODATCH, John

(b)(6)

KRUESI, Frank

TRILLING, Donald

SAVAGE, Elizabeth

SINGER, Barney

MEETING LOCATION

Building: OEOB

Requested by: B. Petchel

Room No: 211

Room No. 224 Telephone: 65571

Time of Meeting: 3-5 p.m.

Date of Request: June 6, 1994

THE WHITE HOUSE

WASHINGTON

SECOND INTERAGENCY MEETING ON ADA IMPLEMENTATION
June 7, 1994

AGENDA

1. Welcome and Introductions Stan Herr
2. Department of Transportation status report Frank Kruesi
Donald Trilling
3. Department of Justice update on public relations strategy Liz Savage
John Wodatch
4. EEOC update on announcement strategy Phil Calkins
eventually will do LSPs -- not by July 26th
5. Small Business Administration *Chair, EEOC → incongruence w/ Justice -*
Libby page Barney Singer
6. Closing and Next Steps

Redimentary comments.

15 → 25

L →

- discussed need for ~~so~~ > public
involvement
- still discuss WST (L125)
to get more published response of
MPH Patrick

Public Relations → strategy
(long)

PSA Singer

now chairman -

Health care stuff - MPH involvement good

Technical Assistance

Frank Krewi - ~~how~~ whose way?
underuse?
Future?

Bipartisanship } - focus
(Train)

(low - mechanical factor
costs less)

Phil Collins
EEOC

1801 "L" St, NW
DC 20507

FRANK KRUESI

Dept of TRANSPORTATION
Room 10228

400 Seventh St. SW

DC 20590

366-4544

Fax 366-7127

Barney Singer

SBA / Advocacy

409 Third St, SW

7th Floor

Washington, DC 20008

205-6532 -6928 (fax)

Don Trilling

US DOT/OST/P-10

400 7th St, S.W

DC 20590

366-4220

-7618 Fax

Stan Iterr

224 OEOR

Washington, DC 20500

John Wodatch

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Fax 202-307-1198

Liz Saville

Off. of the AG

Civil Rights Division / DOJ

PoBox 65808

DC 20035-6808

✓ 202 514-4279

Fax 514 0293

AGENDA

SECOND INTERDEPARTMENTAL MEETING ON ADA IMPLEMENTATION

1. Welcome & introductions
2. Department of Transportation status report
3. Department of Justice update -- publishing
rehabilitation strategy
4. Small Business Administration --
reaching small workplaces
5. EEOC - extension update
6. Next Steps