

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

Ramon Canellada,

Plaintiff,

No. 24-cv-08015

v.

Hon. Sara L. Ellis

Preferred Open MRI, Ltd.

Defendant.

**SETTLEMENT AGREEMENT**

**I. Introduction**

1. This Settlement Agreement is entered into between Plaintiff Ramon Canellada (“**Plaintiff**”) and Defendant Preferred Open MRI, Ltd., d/b/a Preferred Imaging Centers (“**Defendant**” or “**Preferred Open MRI**”), collectively referred to as “the Parties” and each, individually, as a “Party.”
2. Plaintiff filed this case on September 4, 2024 in the Northern District of Illinois, alleging that he was denied access to Defendant’s services because of his disability (the “**Action**”).
3. Plaintiff contended in the Action that Defendant violated federal and state laws, including Title III of the Americans with Disabilities Act, 42 U.S.C. § 12181 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 *et seq.*; Section 1557 of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001, *et seq.*, Pub. L. 111-148; and Section 15 of the Illinois Civil Rights Remedies Restoration Act, 775 ILCS § 60/20.
4. Defendant denies all allegations in the Action and has denied and continues to deny that it has any liability to Plaintiff for any such claims asserted in the Action or otherwise accruing prior to the Effective Date (defined below).
5. The Parties mutually desire to enter into an Agreement that will ensure that Defendant’s services and facilities are accessible to patients with mobility disabilities.
6. The Parties further wish to avoid additional protracted and expensive litigation and effectuate a complete resolution and settlement of all claims, disputes, and

controversies relating to Plaintiff's allegations, and to resolve their differences and disputes by settling the Action.

7. For good and valuable consideration, including the mutual covenants contained herein, the Parties enter into this Agreement under the terms and conditions set forth below and in the attached Exhibits.

## II. Definitions

The following definitions apply to the terms of this Agreement and the Exhibits incorporated by reference herein:

1. **"Action"** shall mean the lawsuit Plaintiff filed against Defendant on September 4, 2024 in the Northern District of Illinois, captioned *Canellada v. Preferred Open MRI, Ltd.*, 24-cv-8015.
2. **"Agreement"** or **"this Agreement"** shall mean this Settlement Agreement and any and all exhibits or attachments hereto.
3. **"Compliance Period"** shall mean two years from the Effective Date.
4. **"Defendant"** or **"Preferred Open MRI"** shall mean Preferred Open MRI, Ltd., d/b/a Preferred Imaging Centers.
5. **"Defendant's Facilities"** shall mean the facilities owned or operated by Defendant, located at 1845 N Clybourn Ave., Chicago; 4941 N Kedzie Ave., Chicago; 4849 W. Fullerton Ave., Chicago; 1550 Todd Farm Drive, Elgin; 4200 West 63<sup>rd</sup> St., Chicago; 1111 E. 87th, Chicago; 10 Orland Square Dr., Orland Park, and any other facility owned or operated by Defendant throughout the duration of the Agreement.
6. **"Effective Date"** shall mean the date the last signatory signs this Agreement.
7. **"Plaintiff"** shall mean Ramon Canellada.
8. **"Plaintiff's Counsel"** shall mean Access Living and Disability Rights Advocates.

## III. Terms of Agreement

### A. Policies and Practices

1. Within 30 days of the Effective Date, Defendant will adopt the Disability Access Policy (**"Policy"**) attached as Exhibit A to memorialize its commitment to full and equal access for patients with mobility disabilities.
2. Publication of Policy.
  - a. **Policy One-Pager.** Within 45 days of the Effective Date, Defendant shall publish a Policy One-Pager, consistent with Exhibit B, to communicate its

Policy to the public. Defendant shall publicize its One-Pager by:

- i. Posting it in Defendant's Facilities' patient waiting rooms/lobbies in a location clearly visible to patients; and
  - ii. Posting a link to it on Defendant's website's homepage.
- b. **Distribution – Full Policy.** Starting no later than 45 days after the Effective Date, Defendant shall distribute its Policy:
- i. Upon any current or prospective patient, patient's family members, and patient's caregivers' inquiry about disability access or accommodations; and
  - ii. Upon request.
- c. **Internal Distribution.** Within 45 days of the Effective Date, Defendant shall include its Policy in Defendant's employee handbook and distribute this new employee handbook to employees via email.

**B. Acquisition of Accessible Medical Equipment**

1. Within 60 days of the Effective Date, Defendant shall ensure that each of Defendant's Facilities has the equipment necessary to accommodate patients with mobility disabilities to ensure safe and equitable access to Defendant's diagnostic equipment.
2. Within 60 days of the Effective Date, for each of Defendant's Facilities, Defendant shall procure, at a minimum:
  - a. MRI-safe transfer wheelchair;
  - b. MRI-safe transfer board; and
  - c. MRI-safe gait belts.
3. If a patient or prospective patient requests accessible medical equipment other than that outlined in paragraph 2, Defendant shall engage in an interactive process to determine what, if any, additional equipment it needs to acquire by purchase, lease or otherwise.
4. Defendant shall maintain in good working order all equipment necessary to accommodate patients with mobility disabilities.

**C. Staff Training**

1. Training Requirements
  - a. **Initial and Annual Training.** Within 60 days of the Effective Date,

Defendant will ensure that its employees receive Disability Access Training, and that its clinical staff receive Hands-On Transfer Assistance Training, as set forth in this Section. Defendant will ensure that its employees receive these trainings on an annual basis.

- b. **New Employee Training.** Defendant will ensure that all new employees receive Disability Access Training and all new clinical staff receive Hands-On Transfer Assistance Training within 30 days of their first day of employment.

2. Training Form and Content

- a. **Disability Access Training** shall include:

- i. Non-discrimination requirements of Title III of the ADA, Section 504 of the Rehabilitation Act and Section 1557 of the Affordable Care Act, as they apply to healthcare facilities;
- ii. Defendant's Disability Access Policy;
- iii. Availability and general use of accessible medical equipment; and
- iv. Best practices for serving patients with disabilities.

- b. **Hands-On Transfer Assistance Training:**

- i. Shall be an in-person, hands-on training that includes how to: (1) use accessible medical equipment; (2) maintain accessible medical equipment in good working order; and (3) safely transfer individuals with mobility disabilities between mobility devices and from a mobility device onto an MRI table.

- c. **Recordkeeping and Reporting.** Defendant will maintain training records to record attendance at each training session conducted.

**D. Reporting and Monitoring**

- 1. Defendant shall submit a confidential written report to Plaintiff's Counsel six (6) months after the Effective Date, and a second report eighteen (18) months after the Effective Date.

- 2. Confidential written reports shall include:

- a. **Compliance with the Settlement.** A description of steps Defendant has taken to comply with the terms of the Settlement Agreement during the reporting period.

- b. **Policy.** A copy of the Policy and confirmation of where and when it was

published internally and to the public.

- c. **Training.** Sworn confirmation that staff have been trained as set forth in this Agreement, including the number and job classifications of employees trained and date of such training(s) and identifying any staff who have not been trained and plans for bringing the training of those staff members into compliance with this Agreement, if any.
- d. **Accessible Medical Equipment.** Verification of all accessible medical equipment acquired during the reporting period.

**E. Dismissal and Retention of Jurisdiction**

- 1. The Parties agree to enter into a Stipulation of Dismissal of the Action within five (5) days of the Effective Date. Plaintiff shall file the Stipulation with the Court immediately thereafter.
- 2. The Parties shall request that the District Court retain jurisdiction over this Action to enforce this Agreement, and resolve any disputes arising under the Agreement.

**F. Dispute Resolution**

- 1. Any disputes arising from this Agreement shall be resolved according to the following procedure:
  - a. Notification in Writing: Counsel for each Party shall notify counsel for the other Party in writing of any perceived non-compliance.
  - b. Meet and Confer: Unless otherwise agreed to by the Parties, with respect to any particular dispute, the Parties agree to meet and confer in good faith, within ten (10) business days after a written notification of a dispute is raised by either Party to discuss and try to resolve such dispute.
- 2. If the dispute is not resolved after thirty (30) days of meet and confer efforts between the Parties, any Party may take any action to enforce the terms of the Agreement in accordance with applicable law.

**G. Attorneys' Fees and Costs**

- 1. Within 30 days of the Effective Date, Preferred Open MRI will pay Plaintiff's attorneys' fees and costs in the amount of \$35,000.00 by check payable to "Disability Rights Advocates" to resolve Plaintiff's claim for attorneys' fees and costs through the Effective Date of the Agreement.

**H. Miscellaneous**

- 1. **Delivery of Information to the Parties.**

- a. All reports and materials required by this Agreement to be delivered to Plaintiff shall be sent to Plaintiff’s Counsel at [rweisberg@dralegal.org](mailto:rweisberg@dralegal.org) and [cpetrof@accessliving.org](mailto:cpetrof@accessliving.org) and/or other persons subsequently specified in writing by Plaintiff’s Counsel.
  - b. All reports and materials required by this Agreement to be delivered to Defendant shall be sent to Defendant’s Counsel at [ABMerrill@polsinelli.com](mailto:ABMerrill@polsinelli.com) and/or other persons subsequently specified in writing by Defendant’s Counsel.
2. **Drafting of this Agreement.** This Agreement is deemed to have been drafted by Parties, as a result of arm’s length negotiations among the Parties. Whereas Parties have contributed to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.
  3. **Execution by Electronic Means and in Counterparts.** This Agreement may be executed by the Parties hereto by electronic means and in separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same agreement.
  4. **Interpretation.** The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties. The headings in this Agreement are solely for convenience and shall not be considered in its interpretation. Where required by context, the plural includes the singular and the singular includes the plural, and the terms “and” and “or” shall mean “and/or.” This Agreement is the product of negotiations and joint drafting so that any ambiguity shall not be construed against any Party.
  5. **Modification.** This Agreement may be modified only by means of a superseding written agreement, signed by the Parties.
  6. **Severability.** If any provision or any part of any provision of this Agreement is for any reason held to be invalid, unenforceable or contrary to any public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
  7. **Term.** The term of this Agreement shall be two (2) years from the Effective Date.

IN WITNESS WHEREOF, the Parties have executed this Agreement:

Dated: April 7, 2025

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 Naser Rustom, Preferred Open MRI, Ltd.

Dated: April 7, 2025

Signed by:  
  
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 Ramon Canellada

**EXHIBIT A**  
**PATIENTS WITH DISABILITIES: DISABILITY ACCESS POLICY**

**I. General Nondiscrimination.**

In accordance with Title III of the Americans with Disabilities Act, Section 1557 of the Affordable Care Act, and all applicable federal and other civil rights laws, Preferred Open MRI, Ltd. does not discriminate based on disability in the provision of its medical services and will make reasonable accommodations when necessary to provide medical services to individuals with disabilities, unless such modifications would fundamentally alter the nature of its medical services.

**II. Scheduling.**

In connection with its commitment to accommodating individuals with disabilities in the provision of medical services, Preferred Open MRI employees will, as part of the scheduling and registration process, ask all patients and prospective patients whether they need any assistance or accommodations because of a disability. If Preferred Open MRI creates an online scheduling and registration process, it will integrate this requirement.

**III. Individualized Assessment.**

If a patient or prospective patient indicates the need for assistance or accommodations because of a disability, Preferred Open MRI employees will initiate and engage in an interactive process with that patient, which includes giving due consideration to the patient's preference (if feasible), and conducting an individualized assessment of the patient's needs in determining what transfer assistance options and/or other accommodations can be provided to the patient.

**IV. Accessible Medical Equipment.**

Preferred Open MRI will ensure that accessible medical equipment is available and in working order at each of its Facilities. Such equipment will include but not be limited to MRI-safe transfer wheelchairs, transfer boards, and gait belts. If a patient or prospective patient requests any other accessible medical equipment, Preferred Open MRI shall engage in an interactive process to determine what, if any, additional equipment it needs to acquire by purchase, lease or otherwise.

**V. Transfer Assistance.**

Preferred Open MRI will ensure that individuals whose disabilities may be reasonably accommodated by transferring them to and from accessible medical equipment for MRI imaging, receive such assistance.

**VI. Maximizing Independence.**

Open MRI will prioritize transfer assistance and other accommodations that maximize the independence of the patient, including, for example, use of accessible medical equipment and trained staff.

**VII. Third-Parties.**

Preferred Open MRI will not require patients with disabilities to bring their own transfer personnel in order to utilize its medical services.

**VIII. Surcharges.**

Preferred Open MRI will not impose a surcharge on individuals who, because of disability limiting mobility, need assistance transferring to and from wheelchairs for imaging or any other reasonable accommodations, to receive its services.

**IX. Medical Records.**

Preferred Open MRI will ensure that its employees document patients' disability-related needs in their medical file so that disability-related accommodations can be determined throughout the visit and referred to for purposes of scheduling and subsequent visits.

**X. ADA Compliance Officer.**

Preferred Open MRI will designate one employee to serve as its "ADA Compliance Officer" responsible for implementing and overseeing compliance with this policy, ensuring employee training, and answering any employee questions.

**XI. Complaint Process.**

Current or prospective patients, patients' family members, and patients' caregivers may file a complaint with Preferred Open MRI regarding its provision of healthcare services for individuals with disabilities. Such complaints may be in writing or verbal. Preferred Open MRI employees who receive a verbal complaint shall make a written record of the complaint for use in this Complaint Process.

All Preferred Open MRI employees who receive any complaints related to its services for people with disabilities shall provide to the ADA Compliance Officer, in writing, the complainant's name, contact information, any written material the person making the complaint submitted in support of the complaint, and a summary of the complaint as understood by the employee.

Complaints shall be handled by the ADA Compliance Officer, who shall promptly review and, if necessary, investigate the complaint within a reasonable timeframe and shall keep the complainant reasonably informed of its investigation. The ADA Compliance Officer shall promptly notify the complaining individual about the outcome of its review and/or investigation. The ADA Compliance Officer shall respond to complaints within five (5) business days of



receipt of the complaint. If the review and/or investigation is not complete within five (5) business days, the ADA Compliance Officer shall inform the complainant of the status of the review and/or investigation and an estimated timeframe for completing that review and/or investigation. Preferred Open MRI shall retain all documents and files related to such complaints for at least two (2) years.

It is Preferred Open MRI's policy not to retaliate against anyone for filing a complaint or assisting in the complaint investigation process.

## **XII. Training.**

Preferred Open MRI will ensure that its staff, including new employees, receive Disability Access Training and Hands-On Transfer Assistance Training annually. Disability Access Training will include training on non-discrimination requirements of Title III of the ADA, Section 504 of the Rehabilitation Act and Section 1557 of the Affordable Care Act, as they apply to healthcare facilities, this Disability Access Policy, availability and general use of accessible medical equipment; and best practices for serving patients with disabilities. Hands-On Transfer Assistance Training will be an in-person, hands-on training that includes how to: (1) use accessible medical equipment; (2) maintain accessible medical equipment in good working order; and (3) safely transfer individuals with mobility disabilities between mobility devices and from a mobility device onto an MRI table.



**EXHIBIT B**  
**PATIENTS WITH DISABILITIES:**  
**ADA ACCESSIBILITY POLICY**  
***(FOR PUBLIC POSTING)***

Preferred Open MRI, Ltd. welcomes our patients with disabilities and is committed to providing accommodations and disability-related assistance to patients with disabilities, including as set forth below.

**Scheduling**

When scheduling an appointment, our staff will ask if you need any accommodations or assistance related to your disability.

**Patient Transfers**

Our Clinical Staff can help you transfer to and from our imaging equipment.

Please let us know if you need assistance transferring to MRI equipment. We want to know what type of help you need and how you prefer to be assisted for a safe and effective transfer.

We will not charge you any additional fee for this help or require you to bring your own transfer assistance.

**Accessible Medical Equipment**

We currently have the following equipment to ensure safe and effective transfers:

- MRI-safe wheelchairs
- MRI-safe transfer boards
- MRI-safe gait belts

Please let us know if there is any other medical equipment that you need.

**Training**

Our staff is trained on disability accommodations and proper transfer techniques.

**Complaints**

If you believe we have failed to provide full and equal access to our services on the basis of your disability, you can file a complaint with the ADA Compliance Officer as follows:

Email:

Phone:

Fax:

Online:

We will respond to your complaint within five (5) business days.