

**SETTLEMENT AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
GLENWOOD PLAZA, LLC**

**DJ #202-50-147**

**BACKGROUND**

**SCOPE OF THE INVESTIGATION**

1. The United States Department of Justice (United States) initiated a compliance review of Glenwood Plaza, LLC, as the owner and operator of Glenwood Plaza (Plaza) in Oneida, New York, to determine whether it complies with Title III of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12181-12189, and its implementing regulation, 28 C.F.R. Part 36.

2. In the course of its review, the United States surveyed the Plaza, located at Routes 5 and 46 in Oneida, New York. Glenwood Plaza, LLC made alterations to the Plaza parking lot between January 26, 1992 and March 15, 2010. The survey showed that Glenwood Plaza, LLC had failed to make alterations to the parking lot in such a manner that, to the maximum extent feasible, the altered portions are readily accessible to and usable by individuals with disabilities, in violation of 42 U.S.C. § 12183(a)(2) and 28 C.F.R. §§ 36.402 and .403. Glenwood Plaza, LLC thereby discriminated against persons with disabilities in their full and equal enjoyment of the Plaza's goods, services, facilities, privileges, advantages, and accommodations, in violation of 42 U.S.C. § 12182(a) and 28 C.F.R. § 36.201(a).

**JURISDICTION**

3. Glenwood Plaza, LLC, is a New York domestic limited liability company, and as owner and operator of the Plaza, is a place of public accommodation subject to the requirements of Title III of the ADA. 42 U.S.C. § 12181(7)(E), 28 C.F.R. § 36.104. The United States is authorized under 42 U.S.C. § 12188(b)(1)(A), 28 C.F.R. § 36.502, to undertake reviews of public accommodations including Glenwood Plaza, LLC, to determine whether it complies with Title III of the ADA and the Title III implementing regulation.

4. The Attorney General of the United States may commence a civil action in any appropriate United States district court to enforce Title III where he has reasonable cause to believe that any person or group of persons is engaged in a pattern or practice of discrimination, or that any person or group of persons has been discriminated against under Title III of the ADA and that discrimination raises an issue of general public importance. 42 U.S.C. § 12188(b)(1)(B); 28 C.F.R. § 36.503.

5. The parties to the Settlement Agreement (Agreement) are the Department of Justice and

Glenwood Plaza, LLC.

6. The parties agree that it is in their mutual interest, and the United States believes that it is the public interest, to resolve this dispute without engaging in protracted litigation. The parties have therefore voluntarily entered into this Agreement.

7. In consideration of, and consistent with, the terms of this Agreement, the Attorney General agrees to refrain from filing a civil suit under Title III in this matter, except as provided in the section entitled "Implementation and Enforcement."

### **REMEDIAL ACTIONS**

8. Glenwood Plaza, LLC will not violate Title III of the ADA. It will not discriminate against any individual on the basis of disability in the full and equal enjoyment of the Plaza's goods, services, facilities, privileges, advantages, and accommodations. 42 U.S.C. §§ 12181-12189; 28 C.F.R. Part 36.

9. Within 180 days from the effective date of this Agreement, Glenwood Plaza, LLC, will make the modifications identified in Attachment A.

10. Glenwood Plaza, LLC will comply with the cited provisions of the 2010 ADA Standards for Accessible Design (Standards) when making the modifications identified in Attachment A and when taking the actions required by this Agreement. 28 C.F.R. § 35.104; Appendices B and D to 36 C.F.R. part 1191 and the requirements contained in subpart D of 28 C.F.R. part 3.

11. Except as otherwise specified in this Agreement, within 3, 6 and 9 months of the effective date of this Agreement Glenwood Plaza, LLC, will submit written reports to the United States summarizing the actions it has taken pursuant to this Agreement. These reports will include detailed photographs showing measurements, architectural plans, and work orders.

### **IMPLEMENTATION AND ENFORCEMENT**

12. The United States may review compliance with this Agreement at any time. If the United States believes that Glenwood Plaza, LLC, has violated this Agreement, the United States will notify Glenwood Plaza, LLC, and will attempt to resolve the issues in good faith. If the United States' concerns are not fully resolved within thirty (30) days of the notice, the United States may institute a civil action in federal district court to enforce the terms of this Agreement, or to enforce Title III of the ADA.

13. It is a violation of this Agreement for Glenwood Plaza, LLC, to fail to comply in a timely manner with any of its requirements set out in this Agreement.

14. Failure by the United States to enforce any provision or deadline of this Agreement will not be construed as a waiver of the United States' right to enforce any other provisions or deadlines in this Agreement.

15. This Agreement is a public document. A copy of this Agreement, including Attachments, will be made available to any person by Glenwood Plaza, LLC or the United States on request.

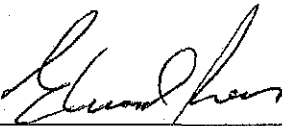
16. This Agreement constitutes the entire agreement between the parties on the matters raised in it, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement, including its Attachments, will be enforceable. This Agreement does not purport to remedy any other potential violations of the ADA or any other federal law. This Agreement does not affect Glenwood Plaza, LLC's continuing responsibility to comply with all aspects of the ADA.

17. This Agreement will remain in effect for one year.

18. The person signing for Glenwood Plaza, LLC, represents that he or she is authorized to bind Glenwood Plaza, LLC Plaza to this Agreement.

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

For Glenwood Plaza LLC:

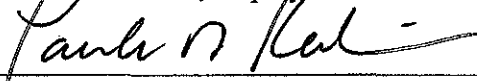
By:   
Edward Ross

Date: 6-24-14

For the United States:

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