



**SETTLEMENT AGREEMENT
UNDER THE AMERICANS WITH DISABILITIES ACT
BETWEEN
THE UNITED STATES OF AMERICA
AND
NINETEEN PROPERTY OWNERS**

INTRODUCTION AND BACKGROUND

1. The Parties to this Settlement Agreement are the United States of America and the following companies (collectively, the Property Owners):
 - a. Hillwood SRR 1324 14th Street Investors, LLC
 - b. 1526 14th Street Investors, LLC
 - c. 1529 14th Street Investors, LLC
 - d. 601 King Street Investors, LLC
 - e. 1723 Conn Ave Investors, LLC
 - f. JCR Silver Hill Investors, LLC
 - g. 1519 Wisconsin Ave, Investors, LLC
 - h. JCR Pinefield South Investors, LLC
 - i. JCR Westview Corner Investors, LLC
 - j. 1515 Unit C-3 and C-9 Investors, LLC
 - k. JCR Lorton Station Investors, LLC
 - l. JCR Rutherford Crossing Investors, LLC
 - m. JCR Signal Hill Investors, LLC
 - n. JCR 916 G Street Investors, LLC
 - o. JCR Bel Air TC Investors, LLC
 - p. JCR Woodley Investors, LLC
 - q. JCR Krispy Korner Investors, LLC
 - r. JCR Innovation Investors, LLC
 - s. JCR Riverton Investors, LLC
2. The Property Owners are all managed by companies that are managed by J.C. Reger Interests, Inc., doing business as JCR Companies.
3. The United States initiated a compliance review of three of the Property Owners to determine compliance with Title III of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12181-12189, and the regulation implementing Title III, 28 C.F.R. Part 36.
4. The Property Owners are subject to Title III because they are private entities that lease to places of public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201(a).

5. The United States is authorized to investigate alleged violations of, and to undertake periodic reviews of compliance of covered entities under, the ADA. 42 U.S.C. § 12188(b); 28 C.F.R. § 36.502. It is also authorized, where appropriate, to use alternative means of dispute resolution, including settlement negotiations, to resolve disputes. 42 U.S.C. § 12212; 28 C.F.R. § 36.506. The United States may bring a civil action in federal court when the Attorney General has reasonable cause to believe that a person is engaged in a pattern or practice of discrimination or when any person has been discriminated against and such discrimination raises an issue of general public importance. 42 U.S.C. § 12188(b); 28 C.F.R. § 36.503.
6. The ADA prohibits discriminating against persons with disabilities at places of public accommodation, 42 U.S.C. § 12182(a), and private entities that own or lease to public accommodations are required, when making alterations to facilities or parts of facilities, to make alterations readily accessible to and usable by individuals with disabilities, to the maximum extent feasible. 42 U.S.C. § 12183(a)(2); 28 C.F.R. § 36.402-.406; and the ADA Standards for Accessible Design (1991 Standards), 28 C.F.R. Part 36, Appendix D.
7. The Property Owners, through their manager JCR Companies, have cooperated with the United States' investigation. The Parties agree that it is in their best interests, and the United States believes that it is in the public interest, to resolve this dispute without litigation by entering into this Agreement.

1324 14th Street N.W.

8. Hillwood SRR 1324 14th Street, LLC, owns the property at 1324 14th Street N.W., Washington, DC (Property 1324), and leases it to a private entity, which will operate a restaurant at that location that affects commerce and is therefore a place of public accommodation. 42 U.S.C. § 12181(7)(B); 28 C.F.R. § 36.104.
9. Property 1324 was altered after January 26, 1993, and before March 15, 2012.
10. Before being altered, Property 1324 had a five-inch step abutting the front entrance. The Department's survey of the exterior of the building shows that when Property 1324 was altered a large cement landing was installed abutting the front entrance, which extended the step outward but retained the five-inch change in level. 1991 Standards §§ 4.1.6(1)(b), 4.1.3(7)(b), 4.13.8, and 4.5.2. This five-inch change in level prevents individuals who use wheelchairs or have other mobility disabilities from entering Property 1324. The Department's survey shows that there is sufficient space to install an accessible ramp and landing to address the five-inch change in level.
11. Property 1324 was not altered to be readily accessible to and usable by individuals with disabilities, to the maximum extent feasible.

1526 14th Street N.W.

12. 1526 14th Street Investors, LLC, owns the property at 1526 14th Street N.W., Washington, DC (Property 1526), and leases it to a private entity, which operates a sales establishment at that location that affects commerce and is therefore a place of public accommodation. 42 U.S.C. § 12181(7)(E); 28 C.F.R. § 36.104.
13. Property 1526 was altered after January 26, 1993, and before March 15, 2012.
14. The Department's survey of the exterior of the building shows that when Property 1526 was altered, recessed doors were installed, with resulting insufficient maneuvering clearance on the front approach to the pull side of the door. 1991 Standards §§ 4.1.6(1)(b), 4.1.3(7)(b), and 4.13.6. This insufficient maneuvering clearance prevents individuals who use wheelchairs or have other mobility disabilities from entering Property 1526. The Department's survey shows that an automatic opener can be installed to address the insufficient maneuvering clearance.
15. Property 1526 was not altered to be readily accessible to and usable by individuals with disabilities, to the maximum extent feasible.

1529B 14th Street N.W.

16. 1529 14th Street Investors, LLC, owns the property at 1529B 14th Street N.W., Washington, DC (Property 1529B), and leases it to a private entity, which operates a service establishment at that location that affects commerce and is therefore a place of public accommodation. 42 U.S.C. § 12181(7)(F); 28 C.F.R. § 36.104.
17. Property 1529B was altered in its entirety (except for the façade of the building) after January 26, 1993, and before March 15, 2012.
18. Before being altered, Property 1529B was a stone façade in front of an empty lot, with no windows or doors. The Department's review of architectural plans and other information provided by JCR Companies and a survey of the exterior of the building shows that when Property 1529B was altered, a door was constructed with a five-inch change in level and insufficient maneuvering clearance on the front approach to the pull side of the door. 1991 Standards §§ 4.1.6(1)(b), 4.1.3(7)(b), 4.13.8, 4.5.2, and 4.13.6. This five-inch change in level and insufficient maneuvering clearance prevented individuals who use wheelchairs or have other mobility disabilities from entering Property 1529B.
19. In 2019, the City made alterations to the sidewalk outside of Property 1529B, including the addition of a ramp to the entrance of Property 1529B, which remedied the change in level. The insufficient maneuvering clearance at the entrance remains. The Department's survey shows that an automatic opener can be installed to address the insufficient maneuvering clearance.

20. Property 1529B was not altered to be readily accessible to and usable by individuals with disabilities, to the maximum extent feasible.

REMEDIAL ACTIONS TO BE TAKEN BY THE PROPERTY OWNERS

Properties 1324, 1526, 1529B

21. Within 45 days of the effective date of this Agreement, Hillwood SRR 1324 14th Street, LLC, 1526 14th Street Investors, LLC, and 1529 14th Street Investors, LLC, will hire an independent licensed architect (ILA), to be pre-approved by the United States, to survey Properties 1324, 1526, and 1529B to determine compliance with the 1991 ADA Standards for Accessible Design, 28 C.F.R. §36.104 (1991 Standards), which were applicable at the time the facilities were altered, *see* 28 C.F.R. § 36.406(a)(1). The survey will include photographs and measurements of each element, and proposed remedies for each non-compliant element to make that element compliant with the 2010 ADA Standards for Accessible Design, 28 C.F.R. §36.104 (2010 Standards), *see* 28 C.F.R. § 36.406(a)(5)(ii).
22. Within 90 days of the effective date of this Agreement Hillwood SRR 1324 14th Street, LLC, 1526 14th Street Investors, LLC, and 1529 14th Street Investors, LLC, will provide the ILA's survey to the United States for Properties 1324, 1526 and 1529B. The United States will comment on the survey, or request additional information from the ILA, as needed, and then Hillwood SRR 1324 14th Street, LLC, 1526 14th Street Investors, LLC, and 1529 14th Street Investors, LLC, and the ILA will incorporate the United States' comments into the final survey and plan for remedies.
23. On or before December 31, 2021, 1526 14th Street Investors, LLC, and 1529 14th Street Investors, LLC, will complete (or cause the tenants to complete) all necessary architectural changes to Properties 1526 and 1529B to address non-compliance with the 1991 Standards and to make it accessible to and usable by individuals with disabilities. Within 18 months of the effective date of this Agreement, Hillwood SRR 1324 14th Street, LLC, will complete (or cause the tenant to complete) all necessary architectural changes to Property 1324 to address non-compliance with the 1991 Standards and to make it accessible to and usable by individuals with disabilities. Any remedies shall be done in compliance with the 2010 Standards, *see* 28 C.F.R. § 36.406(a)(5)(ii).

Other Facilities

24. By December 31, 2021, the same ILA will survey the facilities listed below, owned by the Property Owners, to determine each facility's compliance with the 1991 Standards and/or 2010 Standards, as applicable based on when each facility was constructed or altered and provide each survey to the United States. If any of those facilities or parts of facilities have been altered or newly constructed since January 29, 1993, surveys for such facilities must include proposed remedies for each non-compliant element to make that element compliant with the 2010 ADA Standards. If facilities have not been newly constructed or altered, and are existing facilities, then that facility will be surveyed for

architectural barriers and access where such removal is “readily achievable” pursuant to 42 U.S.C. § 12182(b)(2)(A)(iv) and 28 C.F.R. § 36.304:

- a. 601 King Street, Alexandria, VA
 - b. 1723 Connecticut Avenue, N.W., Washington DC
 - c. Silver Hill Shopping Center, 5805 Silver Hill Road, District Heights, MD
 - d. 1519 Wisconsin Avenue, N.W., Washington, DC
 - e. Pinefield South Shopping Center, 2056 Crain Highway, Waldorf, MD
 - f. Westview Corner Shopping Center, 5219 Presidents Court, Frederick, MD
 - g. Metropole Vida Bang, 1517 15th Street, N.W., Washington, DC
 - h. Lorton Station Town Center, 8990 Lorton Station Boulevard, Lorton, VA
 - i. Rutherford Crossing, 151 Market Street, Winchester, VA
 - j. Signal Hill Shopping Center, 9501 Liberia Avenue, Manassas, VA
 - k. 916 G Street, NW, Washington, DC
 - l. Bel-Air Town Center, Intersection of US Route 1 and MD Route 24, Bel-Air, MD
 - m. Woodley Gardens Shopping Center, 1101-1125 Nelson Street, Rockville, MD
 - n. 6328 Richmond Highway, Alexandria, VA
 - o. Center at Innovation, 10010 Sowder Village Square, Manassas, VA
 - p. Riverton Commons Shopping Center, 10 Riverton Commons Drive, Front Royal, VA
25. By March 1, 2022, the Property Owners will provide the ILA’s survey to the United States for the facilities listed in Paragraph 24. The United States will comment on the survey, or request additional information from the ILA, as needed, and the Property Owners and the ILA will incorporate the United States’ comments into the final survey and plan for remedies.
26. By December 31, 2022, each Property Owner will complete all necessary architectural changes to remediate non-compliance with the applicable Standard to make each altered facility it owns accessible to and usable by individuals with disabilities, and to remove architectural barriers at each non-altered facility where readily achievable. All remediation shall be done in compliance with the 2010 Standards.

Alterations and New Construction

27. The Property Owners will comply with the ADA, its implementing regulation, and the 2010 ADA Standards for any future alterations or new construction, as defined by 42 U.S.C. § 12183 and 28 C.F.R. §§ 36.401 & .402.
28. If an alteration affects or could affect the usability of, or access to, an area of a facility containing a primary function, then each Property Owner will also make the alterations to its property in such a manner that, to the maximum extent feasible, the path of travel to the altered area and the bathrooms, telephones, and drinking fountains serving the altered area, are readily accessible to and usable by individuals with disabilities where such alterations to the path of travel or the bathrooms, telephones, and drinking

fountains serving the altered area are not disproportionate to the overall alterations in terms of cost and scope. 42 U.S.C. § 12183(a); 28 C.F.R. § 36.403.

IMPLEMENTATION AND ENFORCEMENT

29. In consideration for this Agreement, the United States will not institute any civil or other action alleging discrimination under the ADA based on the allegations raised in Paragraph 8-20, except as provided in Paragraph 30 of this Agreement. Nothing contained herein shall be deemed an admission by JCR Companies or the Property Owners of discrimination under the ADA.
30. The United States may review the Property Owners' compliance with this Agreement at any time. If the United States believes that any of the Property Owners has failed to comply in a timely manner with any requirement of this Agreement without obtaining from the United States advance written agreement for a modification of the relevant terms, the United States will so notify JCR Companies, as manager of the Property Owners, in writing and the parties will attempt to resolve the issues in good faith. If the United States is unable to reach a satisfactory resolution of the issues raised within 30 days of the date it provides notice to JCR Companies, as manager of the Property Owners, it may institute a civil action in federal district court to enforce the terms of this Agreement or the requirements of the ADA.
31. On or before December 31, 2022, each Property Owner shall certify to the United States that it has completed its obligations under this Agreement in the form of a narrative report and photos showing all remediation completed by the Property Owner.
32. This Agreement is a public document. A copy of this document or any information contained in it may be made available to any person.
33. Failure by the United States to enforce any deadline or provision of this Agreement will not be construed as a waiver by the United States to enforce any deadline or provision of this Agreement.
34. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement will remain in full force and effect, provided, however, that if the severance of any provision materially alters the rights or obligations of the Parties, then the United States and the Property Owners will adopt mutually agreeable amendments to this Agreement to restore the Parties to the initially agreed upon rights and obligations.
35. 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 does not purport to remedy any other potential violations of the ADA or any other federal law. This Agreement does not

affect JCR Companies' or the Property Owners' continuing responsibility to comply with all aspects of the ADA.

36. A signatory to this Agreement in a representative capacity for each Property Owner represents that they are authorized to sign this Agreement on its behalf and bind that Property Owner hereto.
37. This Agreement shall be binding on the Property Owners, their agents, and employees.
38. This Agreement will remain in effect for two years following the effective date of this agreement.
39. The effective date of this Agreement is the date of the last signature below.

AGREED AND CONSENTED TO:

REBECCA B. BOND
Chief



KATHLEEN P. WOLFE
Special Litigation Counsel
JENNIFER K. MCDANNELL
Deputy Chief
DAVID KNIGHT
Trial Attorney
Disability Rights Section
Civil Rights Division
U.S. Department of Justice
150 M Street, N.E.
Washington, DC 20002
david.knight@usdoj.gov
(202) 616-2110

6/8/21

Date

Hillwood SRR 1324 14th Street Investors, LLC, a Delaware limited liability company

By: SRR 1324 Fourteenth Street, LLC, a Maryland limited liability company, its
Manager



Joseph Reger, Manager



Date

1526 14th Street Investors, LLC, a Delaware limited liability company

By: 1526 14th Street Manager, LLC, a Delaware limited liability company, its
Manager



Joseph Reger, Manager



Date

1529 14th Street Investors, LLC, a Delaware limited liability company

By: 1529 14th Street Manager, LLC, a Delaware limited liability company, its
Manager



Joseph Reger, Manager



Date

601 King Street Investors, LLC, a Delaware limited liability company

By: 601 King Street Manager, LLC, a Delaware limited liability company, its
Manager



Joseph Reger, Manager



Date

1723 Conn Ave Investors, LLC, a Delaware limited liability company

By: 1723 Conn Ave Manager, LLC, a Delaware limited liability company, its
Manager



Joseph Reger, Manager

Date

6/7/21

JCR Silver Hill Investors, LLC, a Delaware limited liability company

By: JCR Silver Hill Manager, LLC, a Delaware limited liability company, its Manager



Joseph Reger, Manager

Date

6/7/21

1519 Wisconsin Ave, Investors, LLC, a Delaware limited liability company

By: 1519 Wisconsin Ave. Manager, LLC, a Delaware limited liability company, its
Manager



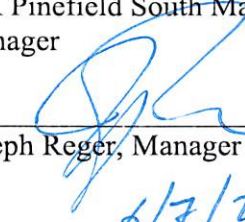
Joseph Reger, Manager

Date

6/7/21

JCR Pinefield South Investors, LLC, a Delaware limited liability company

By: JCR Pinefield South Manager, LLC, a Delaware limited liability company, its
Manager



Joseph Reger, Manager

Date

6/7/21

JCR Westview Corner Investors, LLC, a Delaware limited liability company

By: JCR Westview Corner Manager, LLC, a Delaware limited liability company, its
Manager



Joseph Reger, Manager

6/7/21

Date

1515 Units C-3 and C-9 Investors, LLC, a Delaware limited liability company

By: JCR Metropole Manager, LLC, a Delaware limited liability company



Joseph Reger, Manager

6/7/21

Date

JCR Lorton Station Investors, LLC, a Delaware limited liability company

By: JCR Lorton Station Manager, LLC, a Delaware limited liability company, its
Manager



Joseph Reger, Manager

6/7/21

Date

JCR Rutherford Crossing Investors, LLC, a Delaware limited liability company

By: JCR Rutherford Crossing Manager, LLC, a Delaware limited liability company,
its Manager



Joseph Reger, Manager

6/7/21

Date

JCR Signal Hill Investors, LLC, a Delaware limited liability company

By: JCR Signal Hill Manager, LLC, a Delaware limited liability company, its
Manager



Joseph Reger, Manager



Date

JCR 916 G Street Investors, LLC, a Delaware limited liability company

By: JCR 916 G Street Manager, LLC, a Delaware limited liability company, its
Manager



Joseph Reger, Manager



Date

JCR Bel Air TC Investors, LLC, a Delaware limited liability company

By: JCR Bel Air TC Manager, LLC, a Delaware limited liability company, its
Manager



Joseph Reger, Manager



Date

JCR Woodley Investors, LLC, a Delaware limited liability company

By: JCR Woodley Manager, LLC, a Delaware limited liability company, its Manager



Joseph Reger, Manager



Date

JCR Krispy Korner Investors, a Delaware limited liability company

By: JCR Krispy Korner Manager, LLC, a Delaware limited liability company, its
Manager



Joseph Reger, Manager



Date

JCR Innovation Investors, LLC, a Delaware limited liability company

By: JCR Innovation Manager, LLC, a Delaware limited liability company, its
Manager



Joseph Reger, Manager



Date

JCR Riverton Investors, LLC, a Delaware limited liability company

By: JCR Riverton Manager, LLC, a Delaware limited liability company, its Manager



Joseph Reger, Manager



Date