



**SETTLEMENT AGREEMENT
UNDER THE AMERICANS WITH DISABILITIES ACT
BETWEEN
THE UNITED STATES OF AMERICA
AND
RHS INTERESTS, LLC,
COMANCHE CANYON WEST COMMERCIAL PARTNERS, LP,
AND TRAVIS COUNTY BREWING COMPANY, LLC
USAO # 2021V01321
DJ # 202-76-260**

BACKGROUND

1. The parties to this Settlement Agreement (“Agreement”) are the United States of America, RHS Interests, LLC (“RHS”), Comanche Canyon West Commercial Partners, LP (“CCW”), and Travis County Brewing Company, LLC d/b/a Oasis Texas Brewing Company (“Oasis Texas Brewing Company”).
2. The United States Department of Justice (the “Department”) is responsible for enforcing Title III of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. §§ 12181-12189, and the relevant regulation implementing Title III, 28 C.F.R. pt. 36.
3. Title III of the ADA prohibits discrimination on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. 36.201(a).
4. CCW owns the property located at 6650 Comanche Trail in Austin, Texas 78732 (the “Property”). RHS is the property manager of the Property and a limited partner in CCW. A portion of the Property is currently leased to Oasis Texas Brewing Company. Oasis Texas Brewing Company is open to the public and is a place of public accommodation within the meaning of 42 U.S.C. § 12181(7)(A) and 28 C.F.R. § 36.104.
5. This matter was initiated by two complaints filed under Title III of the ADA with the Department. The complainants alleged that the Property’s pedestrian elevator was inoperable and that individuals with mobility disabilities were therefore not able to enjoy the services and facilities of Oasis Texas Brewing Company.
6. CCW, RHS, and Oasis Texas Brewing Company admit that the elevator described as ELBI # 34856 with Decal # 75338 for use by Oasis Texas Brewing Company at the Property has been and remains inoperable.

7. 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 engaging in litigation. The parties have therefore voluntarily entered into this Agreement. By doing so, CCW, RHS, and Oasis Texas Brewing Company do not admit to any past wrongdoing, nor violation of law or applicable regulations.

**REMEDIAL ACTIONS TO BE TAKEN BY RHS
AND OASIS TEXAS BREWING COMPANY**

8. CCW, RHS, and Oasis Texas Brewing Company shall not discriminate against any individuals with a disability, on the basis of such disability, by excluding such individuals or denying them full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations offered by a place of public accommodation, within the meaning of Title III of the ADA, 42 U.S.C. §§ 12181-12189.
9. CCW, RHS, and Oasis Texas Brewing Company shall “shall maintain in operable working condition those features of facilities and equipment that are required to be readily accessible to and usable by persons with disabilities” by the ADA, as required by 28 CFR § 36.211. This section does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs.
10. Elevators:
 - a. Within 60 days of the effective date of this Agreement, RHS will ensure that all elevators at the Property are operable.
 - b. During the term of this agreement, RHS will ensure that quarterly maintenance and inspection is conducted at all elevators on the Property.
 - c. During the term of this agreement, should any elevator at the Property become inoperable, RHS will ensure that such elevator is repaired within 21 days. If RHS is unable to repair the elevator within 21 days, RHS shall inform the United States, through the United States Attorney’s Office for the Western District of Texas.
11. Training: CCW, RHS and Oasis Texas Brewing Company shall undergo training regarding the ADA requirements to accommodate individuals with disabilities. CCW, RHS, and Oasis Texas Brewing Company shall arrange for and ensure that appropriate training on the ADA is conducted within 90 days of the effective date of this Agreement.
12. Other Complaints: CCW, RHS, and Oasis Texas Brewing Company will inform the United States, through the United States Attorney’s Office for the Western District of Texas, within 14 days if any complaints are received alleging that an individual with disabilities was excluded from or denied the benefits of CCW, RHS, or Oasis Texas Brewing Company’s services, programs or activities.

13. By November 22, 2022, CCW, RHS, and Oasis Texas Brewing Company will submit a written report to the United States summarizing the actions they have taken described in paragraphs 10-11.

IMPLEMENTATION

14. In consideration for entering this Agreement, the United States will refrain from undertaking further enforcement action relating to this investigation or from filing a civil action alleging discrimination based on the allegations set forth above. However, the United States may review CCW, RHS, and Oasis Texas Brewing Company's compliance with this Agreement at any time. If the United States believes that any portion of this Agreement has been violated, the United States will so notify CCW, RHS, and Oasis Texas Brewing Company in writing and will attempt to resolve the issue in good faith. If the United States is unable to reach a satisfactory resolution of the issue within 30 days of the date it notifies CCW, RHS, and Oasis Texas Brewing Company, the United States may file a civil action in federal district court to enforce the terms of this Agreement, or take any other action to enforce Title III of the ADA.
15. Failure by the United States to enforce any provision in this Agreement is not a waiver of its right to enforce other provisions of this Agreement.
16. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the United States, CCW, RHS, and Oasis Texas Brewing Company shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
17. This Agreement is applicable to and binding on CCW, RHS, and Oasis Texas Brewing Company, including their officers, agents, employees, and assigns.
18. The signatory for CCW represents that he or she is authorized to bind CCW to this Agreement.
19. The signatory for RHS represents that he or she is authorized to bind RHS to this Agreement.
20. The signatory for Oasis Texas Brewing Company represents that he or she is authorized to bind Oasis Texas Brewing Company to this Agreement
21. This Agreement is the entire agreement between the United States, CCW, RHS, and Oasis Texas Brewing Company on the matters raised herein and no other statement, promise or agreement, either written or oral, made by any party or agents of any party, is enforceable. This Agreement can only be modified by mutual written agreement of the parties.
22. This Agreement is not intended to remedy any other potential violations of the ADA or any other law that is not specifically addressed in this Agreement. Nothing in this Agreement

relieves CCW, RHS, or Oasis Texas Brewing Company of their obligation to otherwise comply with the requirements of the ADA.

23. All documents and communications required to be sent to the United States under the terms of this Agreement shall be sent to the following individual by overnight courier or, where practicable, by e-mail:

Liane Noble
Assistant United States Attorney
U.S. Attorney's Office, Western District of Texas
903 San Jacinto Blvd., Suite 334, Austin, TX 78701
512.370.1252 (office), 512.481.8986 (mobile)
liane.noble@usdoj.gov

EFFECTIVE DATE/TERMINATION DATE

24. The effective date of this Agreement is the date of the last signature below.
25. The duration of this Agreement will be three years from the effective date.

AGREED AND CONSENTED TO:

UNITED STATES OF AMERICA

ASHLEY C. HOFF
UNITED STATES ATTORNEY
Western District of Texas

s/ Liane Noble

08/09/2022

LIANE NOBLE
Assistant United States Attorney
U.S. Attorney's Office
Western District of Texas

Date

s/ Thomas A. Parnham, Jr.

08/08/2022

THOMAS A. PARNHAM, JR.
Assistant United States Attorney
U.S. Attorney's Office
Western District of Texas

Date

s/ Andrew A. Rice

08/08/2022

ANDREW A. RICE, Senior Vice President
RHS INTERESTS, LLC
3550 Main Street, Ste 300
Houston, TX 77002

Date

s/ Dorian Gray

08/08/2022

DORIAN GRAY, Manager
COMANCHE CANYON WEST
COMMERCIAL GP, LLC,
General partner of COMANCHE CANYON
WEST COMMERCIAL PARTNERS, LP
3550 Main Street, Ste 300
Houston, TX 77002

Date

s/ Andrew A. Rice

08/08/2022

ANDREW A. RICE, Vice President
TRAVIS COUNTY BREWING COMPANY, LLC
d/b/a OASIS TEXAS BREWING COMPANY
6650 Comanche Trail, Ste 300
Austin, TX 78732

Date