

**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA**

AND

ALLIANCE NY, LLC

DEPARTMENT OF JUSTICE DJ # 202-50-156

BACKGROUND

SCOPE OF THE INVESTIGATION

1. The United States Department of Justice (United States) initiated a compliance review of Subway Cazenovia LLC (Subway), owner and operator of the Subway franchise restaurant (the Restaurant), to determine whether it complies with title III of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12181-12189, and the United States implementing regulation, 28 C.F.R. Part 36. Alliance NY, LLC (Alliance) is the owner and lessor of the property (Property), located at 63 Albany Street in Cazenovia, New York, leased to the Restaurant.
2. In the course of its review, the United States surveyed the Restaurant. Subway had made alterations to the Restaurant between January 26, 1992 and March 15, 2010. The survey showed that Subway had failed to make alterations to the Restaurant 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 36.403. Specifically, the exterior entrance is inaccessible to people who use wheelchairs or have mobility impairments. As owner and lessor of the restaurant, Alliance is responsible for the exterior entrance to the Restaurant and thereby discriminated against persons with disabilities in their full and equal enjoyment of the Restaurant's goods, services, facilities, privileges, advantages, and accommodations within the meaning of 42 U.S.C. § 12182(a) and 28 C.F.R. §§ 36.201(a).

JURISDICTION

3. As owner and lessor of the Property, Alliance is a place of public accommodation subject to the requirements of title III of the ADA. 42 U.S.C. § 12181(7)(B), 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 Alliance, 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 involved 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 United States and Alliance NY, 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. Alliance 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 Property'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, Alliance will make the modifications listed in Attachment A.
10. Alliance 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, by the 3rd month, by the 6th month and by the 9th month of the effective date of this Agreement, Subway will submit written reports to the United States summarizing the actions it has taken pursuant to this Agreement. 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 Alliance has violated this Agreement, the United States will notify Alliance in writing 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 written 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 Alliance to fail to comply in a timely manner with any of the requirements set out by 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 this Agreement.

15. This Agreement is a public document. A copy of this Agreement, including Attachments, and any information contained in it will be made available to any person by Alliance 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 Alliance'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 Alliance represents that he is authorized to bind Alliance to this Agreement.

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

For Alliance NY, LLC.:

For the United States:

MOLLY J. MORAN, Acting Assistant Attorney General for
Civil Rights

EVE L. HILL, Deputy Assistant
Attorney General

REBECCA B. BOND, Chief

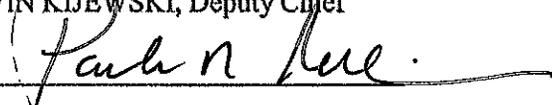
KATHLEEN P. WOLFE, Special Litigation Counsel

KEVIN KIJEWski, Deputy Chief

By: 

DAVID MURACO

9/16/14

By: 

PAULA N. RUBIN, Trial Attorney

U.S. Department of Justice

Civil Rights Division

950 Pennsylvania Avenue, N.W.

Disability Rights Section - NYA

Washington, DC 20530

Phone: 202-305-2191

Fax: 202-514-7821

Date: _____

Date: 9.30.14