



**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
GOLDEN CORRAL CORPORATION,
THE OWNER / OPERATOR OF
GOLDEN CORRAL # 609,
FARMINGTON, NEW MEXICO
DJ No. 202-49-53**

BACKGROUND

1. The United States Department of Justice initiated this matter based on a complaint that the Department received alleging that Golden Corral Corporation (“GCC”), owner and operator of restaurant #609 (“Restaurant”), violated Title III of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. §§ 12181-12189, and the Title III implementing regulation, 28 C.F.R. Part 36.
2. As part of its investigation of the allegations in the Complaint, the United States surveyed the Restaurant, located at 1715 East Main Street, Farmington, New Mexico 87401. As a result of its investigation, the United States has determined that Golden Corral Corporation violated Title III of the ADA by failing to remove architectural barriers to access in the Restaurant’s parking lot, food service counter, and public toilet rooms.

JURISDICTION

3. As owner and operator of the Restaurant, a place of public accommodation, Golden Corral Corporation is a 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.
4. The United States is authorized to investigate the allegations of the complaint and to determine Golden Corral Corporation’s compliance with Title III of the ADA and the United States’ Title III implementing regulations. 42 U.S.C. § 12188(b)(1)(A), 28 C.F.R. § 36.502. 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. The Attorney General is authorized to enforce Title III of the ADA to seek monetary damages, civil penalties, and full compliance with Title III. 42 U.S.C. § 12188(b)(2); 28 C.F.R. § 36.504.
5. The parties to the Settlement Agreement are the United States and Golden Corral Corporation.
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 Settlement Agreement.

7. In consideration of, and consistent with, the terms of this Settlement Agreement, the United States 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 ACTION

8. GCC shall not violate Title III of the ADA by, among other things, discriminating against any individual on the basis of disability in the full and equal enjoyment of the Restaurant's goods, services, facilities, privileges, advantages, and accommodations.
42 U.S.C. §§ 12181-12189; 28 C.F.R. Part 36.
9. Within one (1) year of the effective date of this Settlement Agreement, GCC shall make all of the physical modifications of the Restaurant listed below in this Settlement Agreement. GCC shall comply with the cited provisions of the ADA Standards for Accessible Design (Standards), 28 C.F.R. pt. 36, App. A, when taking the actions required by this Settlement Agreement.
 - a. **Parking:** Access aisles shall be either 60 inches wide minimum where the van parking space is 132 inches wide or 96 inches wide minimum where the van parking space is 96 inches minimum wide. § 502.2 and the associated van parking space exception, § 502.3.1
 - b. **Food Service Counter:** Unless protected by a cane detectable barrier, wall mounted objects with leading edges between 27 inches and 80 inches above the finish floor shall protrude 4 inches maximum horizontally into the circulation path. § 307.2
 - c. **Men's multi-user, public toilet room:**
 - i. Interior signs identifying permanent rooms and spaces shall have raised characters. §§ 216.2, 703.2
 - ii. Where provided, mirrors located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 40 inches maximum above the finish floor. § 603.3
 - iii. Where provided in required toilet compartments, at least one coat hook shall be located such that the high forward and side reach is 48 inches maximum above the finish floor. §§ 213.3.7, 603.4, 308.2, 308.3
 - iv. The space between the grab bar and projecting objects above shall be 12 inches minimum. § 609.3
 - v. Wheelchair accessible toilet compartment doors shall be self-closing. §604.8.1.2
 - d. **Women's multi-user, public toilet room:**
 - i. Interior signs identifying permanent rooms and spaces shall have raised characters, duplicated in Braille. §§ 216.2, 703.2
 - ii. Where provided in required toilet compartments, at least one coat hook shall be located such that the high forward and side reach is 48 inches maximum above the finish floor. §§ 213.3.7, 603.4, 308.2, 308.3

iii. The space between the grab bar and projecting objects above shall be 12 inches minimum. § 609.3

10. Except as otherwise specified in this Settlement Agreement, upon completion of all such actions at the Restaurant (and if not sooner completed by the 3rd month, the 6th month and the 9th month of the effective date of this Settlement Agreement), GCC shall submit a written report(s) to the United States summarizing the actions it has taken pursuant to this Settlement Agreement. Reports will include detailed photographs showing measurements, and where appropriate or necessary for the completion of such work architectural plans, work orders, notices published in the newspaper (if any), and copies of adopted policies. Upon completion of the obligations set forth in Section 9 above, GCC shall provide the Department of Justice with a sworn statement, which is notarized, certifying that all of the work specified in this Settlement Agreement has been completed.

IMPLEMENTATION AND ENFORCEMENT

11. If at any time GCC desires to modify any portion of this Settlement Agreement because of changed conditions making performance impossible or impractical, it will promptly notify the United States in writing, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. Until there is written agreement by the United States to the proposed modification, the proposed modification will not take effect. Any modification must receive the prior written approval of the United States, which approval will not be unreasonably withheld or delayed.
12. The United States may review compliance with this Settlement Agreement at any time. If the United States believes that GCC has violated this Settlement Agreement, the United States will notify GCC in writing and will attempt to resolve the issues in good faith. If the United States' concerns are not fully resolved within 30 days of the written notice, it may institute a civil action in federal district court to enforce the terms of this Settlement Agreement or to enforce Title III of the ADA.
13. For purposes of the immediately preceding paragraph, it is a violation of this Settlement Agreement for GCC to fail to comply in a timely manner with any of the requirements imposed by this Settlement Agreement with respect to the Restaurant.
14. Failure by the United States to enforce any provision or deadline of this Settlement Agreement will not be construed as a waiver of the United States' right to enforce any other provisions or deadlines of this Settlement Agreement.
15. This Settlement Agreement shall be binding on GCC including all principals, agents, executors, administrators, representatives, employees, successors in interest, beneficiaries, and assignees. In the event that GCC seeks to sell, transfer, or assign all or part of its interest in the Restaurant during the term of this Settlement Agreement, as a condition of sale, transfer, or assignment, GCC shall obtain the written accession of the successor or assignee to any obligation remaining under this Settlement Agreement for the remaining term of this Settlement Agreement.

16. This Settlement Agreement is a public document. A copy of this Settlement Agreement will be made available to any person by Golden Corral Corporation or the United States upon request.
17. This Settlement 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 Settlement Agreement will be enforceable. This Settlement Agreement does not purport to remedy any other potential violations of the ADA or any other federal law. This Settlement Agreement does not affect Golden Corral Corporation's continuing responsibility to comply with all aspects of the ADA.

EFFECTIVE DATE/TERMINATION DATE

18. The person signing for Golden Corral Corporation represents that he or she is authorized to bind Golden Corral Corporation to this Settlement Agreement.
19. The effective date of this Settlement Agreement is the date of the last signature below.
20. The duration of this Settlement Agreement will be one (1) year from the effective date.

AGREED AND CONSENTED TO:

VANITA GUPTA
Principal Deputy Attorney General for Civil
Rights
EVE L. HILL, Deputy Assistant Attorney
General

GOLDEN CORRAL
CORPORATION

REBECCA B. BOND, Chief
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Date

Date