

**SETTLEMENT AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
ROBERTS HOTELS DETROIT, LLC,  
d/b/a ROBERTS RIVERWALK HOTEL  
(DJ No. 202-37-260)**

The parties to this Settlement Agreement (“Agreement”) are the United States of America and Roberts Hotels Detroit, LLC (collectively, the “Parties”). The Parties hereby agree as follows:

**I. BACKGROUND AND JURISDICTION**

1. Roberts Hotels Detroit, LLC (“Roberts”) is the owner and operator of Roberts Riverwalk Hotel located at 1000 River Place, Detroit, Michigan (the “Hotel”).
2. The United States Attorney’s Office for the Eastern District of Michigan, a component of the United States Department of Justice (“United States”) opened an investigation (DJ No. 202-37-260) of the Hotel upon receipt of a complaint (the “Complaint”) from an individual with a disability (the “Complainant”). The Complaint alleged that numerous areas of the Hotel, including, but not limited to, the parking areas, paths of travel, entrance, and registration area, contained architectural barriers to individuals with disabilities. Under 42 U.S.C. § 12188(b)(1)(A), the United States is authorized to investigate such allegations to determine compliance with title III of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12181-89, as amended, and its implementing regulation, 28 C.F.R. Part 36, including the ADA Standards for Accessible Design.
3. Title III of the ADA prohibits discrimination against individuals who have disabilities by owners or operators of places of public accommodation. 42 U.S.C. § 12182(a). Among other things, title III of the ADA provides that “[n]o individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation,” *Id.*
4. Roberts is subject to title III of the ADA because it is a private entity that owns, leases, or operates the Hotel, which is a place of public accommodation because it is a place of lodging. 42 U.S.C. § 12181(7)(A); 28 C.F.R. § 36.104.
5. The Hotel is an existing facility originally constructed prior to the effective date of the ADA, and is thus subject to the “readily achievable” barrier removal provisions; altered portions of the facility must be readily accessible to and usable by individuals with disabilities to the maximum extent feasible. *See* 42 U.S.C. § 12182(b)(2)(iv)-(v), 42 USC § 12183(a)(2), 28 C.F.R. §§ 36.304,402; *see also* 2010 ADA Standards for Accessible Design (“2010 Standards”). However, any portions of the Hotel constructed or altered after March 15, 2012 must fully comply with the 2010 Standards.
6. During its investigation, the United States Attorney’s Office for the Eastern District of

Michigan conducted a site visit of the premises. The results of the site visit revealed a number of architectural barriers to access.

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 protracted litigation. The Parties have therefore voluntarily entered into this Agreement.
8. In consideration of, and consistent with, the terms of this Agreement, the United States agrees to refrain from filing a civil suit in this matter, except as provided in Paragraphs 15 and 17.

## II. REMEDIAL ACTIONS

9. **Barrier Removal.** Unless otherwise specified, all sections listed below refer to the 2010 Standards. To remove architectural barriers to access in the designated areas, Roberts shall complete all of the following remediations prior to September 30, 2019:
  - a. **Exterior Areas of Hotel**
    - i. **Parking Areas.** Modify all parking areas to comply with Sections 208.2, 208.3, and 502, including, but not limited to, the installation of signage, markings, the required number of accessible spaces, access aisles, and at least one van accessible space that complies with Sections 502.2, 502.3, and 502.6;
    - ii. **Accessible Path of Travel to Hotel.** Modify the path of travel from the accessible parking spaces to the accessible entrance of the Hotel to comply with the slope and stability requirements of Sections 206, 302.1, 303, 401.1, 402, and 403;
    - iii. **Exterior Ramp.** Install a continuous handrail that spans the full length of the ramp and complies with Section 505.3. Expand the clear width of the ramp run to at least 36 inches and ensure that the ramp run surface is firm, stable, and resistant as required by Sections 302.1 and 405.5.
    - iv. **Exterior Entrance Door at Ramp Bottom.** Modify the door configuration, including the door, door handle, and maneuvering clearance, to comply with Sections 206.5.2, 309, and 404.
    - v. **Pool Chair Lift.** Modify the pool chair lift to comply with Section 1009.2.7, which requires that the pool lift chair be capable of unassisted operation (from both the deck and water levels) and that the control and operating mechanisms are unobstructed when the lift is in use, unless Roberts provides supplemental information that demonstrates to the satisfaction of the United States that the current, unmodified pool chair lift complies with Section 1009.2.7.
  - b. **Conference Center/Banquet Facility**
    - i. **Elevated Stage on Patio and in Conference Center/Banquet Facility.** Provide an accessible route to each elevated stage that complies with Section 206.2.4.

- ii. **Path of Travel from Parking Lot to Conference Center/Banquet Facility, Pool, and Patio.** Create accessible route(s) that comply with Section 206.3, which are located in the same area as the general circulation path and include interior route(s) where necessary.
- iii. **Men's Toilet Room.** Modify the hardware on the toilet compartment door to comply with Section 604.8.1.2, and protect the lavatory pipes against contact as required by Section 606.5.

c. **Interior of Main Hotel**

- i. **Directional Signage.** Install directional signage along the interior path of travel from the ramp entrance door indicating direction to or information about interior spaces/facilities that complies with Sections 216.3 and 703.5.
- ii. **Elevator Cars.**
  - 1. **Signals.** Provide visible and audible signals at each hoistway entrance to indicate which car is answering a call and the car's direction of travel and ensure that any in-car signals are visible from the floor area adjacent to the hall call buttons as required by Section 407.2.2.1.
  - 2. **Emergency Communication Panel Door & Handset.** Modify operable parts of the panel door and handset to comply with Section 309.4.
  - 3. **Silent Call Procedures.** Develop and implement silent call procedures for emergency elevator communication as required by 28 C.F.R. § 36.302.

iii. **Men's and Women's Toilet Rooms (Terrace Level)**

- 1. **Force to Open Doors.** Adjust the force required to open both toilet room doors to comply with Sections 206.5.2 and 404.2.9.
- 2. **Soap Dispenser.** Adjust height of mounted soap dispensers to comply with Sections 308.2.1 and 308.3.1.
- 3. **Lavatory Pipes.** Protect lavatory pipes against contact in compliance with Section 606.5.
- 4. **Toilet Compartments.**
  - a. In each toilet room, install at least one wheelchair accessible toilet compartment that complies with Sections 213.3.1 and 604.8.
  - b. For any remaining ambulatory compartments, ensure that:
    - i. Hardware on compartment doors complies with Section 604.8.1.2;
    - ii. Toilet paper dispensers are mounted in compliance with Section 604.7; and

iii. Coat hooks are mounted in compliance with Sections 308.2.1 and 308.3.1.

iv. **First Floor Restaurant.**

1. **Bar Height & Bar Area.** Provide at least one bar seating space and two dining table seating spaces that comply with Sections 226.1, 226.2, 305, 306, 902.2, 902.3 and 28 C.F.R. § 36.302(a).
2. **Dining Area.** Provide at least three dining table surfaces that comply with Sections 226.1, 226.2, 305, 306, 902.2, 902.3 and 28 C.F.R. § 36.302(a).

v. **Hotel Lobby.**

1. **Registration Desk.** Remove any obstructions from the lower, accessible section of the registration desk so that it is readily accessible to and usable by persons with disabilities as required by 28 C.F.R. § 36.211.
2. **Route to Lobby Amenities.** Provide at least one accessible route to connect the lobby area with guest amenities (e.g., business center, ATM, public computer, public printer, vending machine) that complies with Section 206.2.4.
3. **Computer Table.** Adjust the vertical knee clearance under the computer table to comply with Section 306.3.
4. **Printer Controls.** Ensure that the printer controls and operable parts are visible to wheelchair users as required by 28 C.F.R. § 36.202(b).

vi. **Hotel Fitness Center (Fifth Floor).**

1. **Directional Signage.** Install directional signage to the fitness center that complies with Sections 216.3 and 703.5.
2. **Force to Open Door.** Adjust the force required to open the fitness room door to comply with Sections 206.5.2, and 404.2.9.
3. **Diagonal Pillars.** Install detectable elements around the diagonal pillars that comply with Section 307.4.

vii. **Path of Travel from Guest Room Wing Elevator to Guest Rooms.**

1. **Directional Signage.** Install directional signage to the designated accessible rooms that complies with Sections 216.3 and 703.5.
2. **Ramp Handrails.** Install handrails that comply with Sections 405.8 and 505.

d. **Guest Rooms**

- i. **Accessible Guest Rooms.** Modify at least five guest rooms (dispersed among

the various classes of guest rooms) to include the mobility features required by the 2010 Standards, which include, but are not limited to, the following features:

1. **Force to Open Room Door.** Door configurations that do not require more than 5 lbf. to open in compliance with Sections 206.5.2, and 404.2.9.
  2. **Temperature Controls.** Temperature control devices mounted at or below the the height requirements of Sections 308.2.1, 308.3.1 (a maximum of 48 inches where forward reach is unobstructed, or where clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed).
  3. **Closet Rods.** Closet rods that do not exceed the height requirements of §308.2 (a maximum of 48 inches for an unobstructed rod and shelf).
  4. **Drapery Controls.** Drapery controls that are operable with one hand and do not require tight grasping, tight pinching or twisting of the wrist as required by Sections 224.1, 224.2, 205.1 and 309.4.
  5. **Window Controls.** Window controls that comply with Sections 308.2.1 and 308.3.1.
  6. **Accessible Features of Bathrooms within Each Guestroom.**
    - a. **Doorway Width.** A clear opening that is at least 32 inches wide, measured between the face of the door and the opposite stop when the door is open 90 degrees in compliance with Sections 206.5 and 404.2.3.
    - b. **Lavatory Pipes.** Lavatory pipes that are protected against contact in compliance with Section 606.5.
    - c. **Grab Bars in Toilet Area.** Grab bars in the toilet area that comply with Sections 213.3.2, 604.5, 609.
    - d. **Shower Seat.** An in-tub seat that complies with Sections 607.3 and 610.
    - e. **Grab Bars in the Shower Area.** Grab bars in the shower area that comply with Sections 607.4.1 and 607.4.2.
    - f. **Shower Spray Unit.** Hand held shower spray unit that complies with Section 607.6.
    - g. **Fire Alarm Device.** Visible and audible fire alarm devices that comply with Sections 215.4 and 702.1.
    - h. **Roll-in Shower.** At least one guest room shall be modified to include a roll-in shower that complies with Section 608.
- ii. **Communication Devices.** Nine guest rooms, including one guest room that has been modified to incorporate the mobility features required by the 2010 Standards, shall be equipped with the communication features required by Section 224.5.

### III. MONETARY RELIEF

10. **Relief to Complainant.** Within thirty (30) calendar days of the Effective Date, Roberts shall pay a total of five hundred dollars (\$500) to the Complainant, as authorized by 42 U.S.C. § 12188(b)(2)(B) and 28 C.F.R. § 36.504(a)(2), to compensate her for the harm that she has endured (including, but not limited to, actual damages, emotional distress, pain and suffering, and other consequential injuries).

### IV. COMPLIANCE AND ENFORCEMENT

11. **Alterations.** Any subsequent alterations of the Hotel shall comply with title III of the ADA and its implementing regulation, including the 2010 Standards. 42 U.S.C. §12183(a)(2); 28 C.F.R. §§36.402 through 36.405..
12. **Maintenance of Accessible Features.** In addition to the specific requirements set forth in this Agreement, Roberts shall ensure that all accessible features of the Hotel are maintained in operable working condition, within the meaning of 28 C.F.R. § 36.211.
13. **Training.** Roberts shall train all current and future staff who work at the Hotels on any ADA issues relevant to their position at the Hotel, including, but not limited to:
  - a. Location and type of guest rooms;
  - b. The location of all accessible public restrooms and accessible routes to each throughout the hotel, where all routes are not accessible;
  - c. Location and use of accessibility equipment (e.g., portable kits containing TDD machines, visual alarms and notification devices, etc.);
  - d. All of the Hotel's reservation policies and other policies regarding visitors with disabilities or accessible features;
  - e. Maintenance of accessibility equipment and routes; and
  - f. All other requirements of this Agreement.

Roberts shall ensure that all current employees of the Hotel are trained no later than sixty (60) days after the Effective Date of this Agreement and that future employees are trained within thirty (30) days of their first date of employment. For each training session, Roberts shall maintain an attendance sheet that includes the the training date(s) and the signature of each attendee.

14. **Inspection.** The United States may review compliance with this Agreement at any time. Upon reasonable advance notice to Roberts or its counsel, Roberts shall permit the United States and any person acting on its behalf unlimited access to the Hotel to review compliance with the Agreement, provided that such access does not interfere with the comfort, privacy, or safety of the guests at the Hotel, or unreasonably interfere with the management and operation of the Hotel.
15. **Compliance Reports.** Within ninety (90) days of the Effective Date of this Agreement, and then every one hundred and twenty (120) days thereafter during the term of this Agreement, Roberts shall submit compliance reports to the United States Attorney's Office, detailing the actions taken to comply with this Agreement. Such reports shall reference the physical barriers that have been modified, noting the corresponding sub-

paragraph(s) of this Agreement. Each report shall include photographs of modifications required by this Agreement. Each report shall also include copies of attendance sheets for any training session(s) that occurred during the reporting period. Such reports are essential to the enforcement of this Agreement, and a failure to provide the reports described in this paragraph shall constitute a breach of this Agreement sufficient to warrant the penalties set forth in Paragraph 17.

16. **Communication.** Until further written notice by either party, all notices, demands, reports or other communication to be provided pursuant to this Agreement to the United States or Roberts, respectively, shall be in writing and delivered by U.S. Mail or electronic mail to the following:

Shannon M. Ackenhausen  
Assistant U.S. Attorney  
Civil Rights Unit  
U.S. Attorney's Office  
211 W. Fort St., Ste. 2001  
Detroit, Michigan 48226  
email: shannon.ackenhause@usdoj.gov

Jeanne Roberts Johnson  
General Counsel  
Roberts Companies  
1408 N. Kingshighway Blvd., Suite 300  
St. Louis, Missouri 63113  
email: jrj@roberts-companies.com

17. **Enforcement.** If the United States believes that this Agreement or any requirement thereof has been violated, it agrees to notify Roberts in writing of the specific violation(s) alleged. Roberts shall have thirty (30) days from its receipt of the notice to cure and/or respond in writing to the United States regarding the alleged violation(s). If, after further discussion with Roberts, the United States believes that Roberts has violated the Agreement, the United States may institute a civil action to enforce this Agreement or title III of the ADA in federal district court, and the United States is authorized to seek civil penalties for any violation of this Agreement, pursuant to 42 U.S.C. §12188(b)(2)(C).

## V. GENERAL PROVISIONS

18. **Non-Waiver.** Failure by the United States to enforce any provision or any deadline within this Agreement shall not be construed as a waiver of its right to enforce any such provision or deadline. Similarly, failure by the United States to enforce any provision or any deadline within this Agreement shall not be construed as a waiver of its rights to enforce any other deadline or provision of this Agreement.
19. **Severability.** If any provision 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 and Roberts shall engage in good faith negotiations in order to adopt such 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.

20. **Effective Date and Term.** The effective date ("Effective Date") of this Agreement is the date of the last signature below. This Agreement shall remain in effect for three (3) years from the Effective Date.
21. **Authority to Bind.** Each signor of this document in a representative capacity for a partnership, limited partnership, limited partnership, corporation, governmental entity, or other entity, represents that he or she is authorized to bind such partnership, corporation, governmental entity, or other entity to this Agreement.
22. **Successors in Interest.** This Agreement shall be binding on Roberts and its successors in interest in ownership or operation of the Hotel, and Roberts has a duty to so notify the United States of all such successors in interest.
23. **Counterparts.** This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement. Electronically transmitted signatures shall constitute acceptable, binding signatures for purposes of this Agreement.
24. **Public Document.** This Agreement is a public document. A copy of this document may be made available to any person by Roberts or the United States and will be available on [www.ada.gov](http://www.ada.gov).
25. **Entire Agreement.** 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, shall be enforceable. This Agreement is limited to the facts set forth herein and it does not purport to remedy any other potential violations of the ADA, including violations of the alterations or new construction provisions of the Act, or any other Federal law. This Agreement does not affect the continuing responsibility of Roberts to comply with all aspects of the ADA, including readily achievable barrier removal.

**For the United States of America:**

MATTHEW SCHNEIDER  
UNITED STATES ATTORNEY

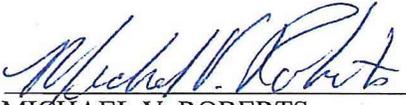
By: \_\_\_\_\_

  
SHANNON M. ACKENHAUSEN  
Assistant United States Attorney

Date: \_\_\_\_\_

8/26/2019

**For Roberts Hotels Detroit, LLC:**

  
MICHAEL V. ROBERTS

Member, Roberts Hotels Detroit, LLC

Date: \_\_\_\_\_

8/20/19