



U.S. Department of Justice

United States Attorney
Eastern District of Pennsylvania

VOLUNTARY COMPLIANCE AGREEMENT

between

THE UNITED STATES OF AMERICA

and

PARC RESTAURANT PARTNERS, L.P.

WHEREAS, the Americans with Disabilities Act of 1990, as amended ("ADA"), 42 U.S.C. §§ 12181-12189, provides, among other things, 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," 42 U.S.C. § 12182(a);

WHEREAS, the term "public accommodation" under the ADA includes "a restaurant, bar, or other establishment serving food or drink," 42 U.S.C. § 12181(7)(B);

WHEREAS, the ADA authorizes the United States Department of Justice to "undertake periodic reviews of compliance of covered entities," 42 U.S.C. § 12188(b)(1)(A)(i);

WHEREAS, the United States Attorney's Office for the Eastern District of Pennsylvania (the "United States"), pursuant to its authority under 42 U.S.C. § 12188(b)(1)(A)(i), commenced a limited review of certain restaurants in Philadelphia, Pennsylvania to determine, with respect to the specific areas reviewed, whether those restaurants were operating in compliance with Title III of the ADA (the "Compliance Review");

WHEREAS, Parc Restaurant Partners, L.P. ("PRP") owns and operates a restaurant, currently operating under the name Parc, which is located at 227 South 18th Street, Philadelphia, Pennsylvania 19103 (the "Restaurant");

WHEREAS, PRP is a subsidiary of Starr Restaurant Organization, L.P.;

WHEREAS, as part of the Compliance Review, the United States requested information from Starr Restaurant Organization, L.P. regarding the Restaurant;

WHEREAS, Starr Restaurant Organization, L.P. manages the operations of each of its affiliated restaurants, including the Restaurant, through its wholly owned subsidiary, SUR Organization, LLC ("SUR");

WHEREAS, the United States conducted a limited site inspection of certain features and facilities within the Restaurant and met with representatives of the Starr Organization;

WHEREAS, the United States and PRP share the goal of resolving the Compliance Review with respect to the Restaurant and ensuring that the Restaurant operates in compliance with Title III of the ADA;

WHEREAS, contemporaneously with the execution of this Voluntary Compliance Agreement (this "Agreement"), Starr Restaurant Organization, L.P. and SUR separately executed a Voluntary Compliance Agreement concerning ADA compliance in all restaurants affiliated with Starr Restaurant Organization, L.P.;

WHEREAS, in light of the actions taken by PRP to date to comply with the ADA and the actions that PRP has agreed to take within the next year as set forth in this Voluntary Compliance Agreement (the "Agreement"), the United States has decided to take no further enforcement action at this time with respect to the Restaurant as a result of this Compliance Review; and

NOW, THEREFORE, IT IS HEREBY AGREED, BY AND BETWEEN THE UNITED STATES OF AMERICA AND PARC RESTAURANT PARTNERS, L.P., AS FOLLOWS:

I. APPLICATION AND PARTIES BOUND

1. The Restaurant is a place of public accommodation within the meaning of 42 U.S.C. § 12181(7) because, among other things, it is "a restaurant, bar, or other establishment serving food or drink." 42 U.S.C. § 12181(7)(B); *see* 28 C.F.R. § 36.104.

2. PRP is a public accommodation within the meaning of Title III of the ADA because it owns and operates the Restaurant, which is a place of public accommodation. *See* 42 U.S.C. § 12182(a); 28 C.F.R. § 36.104.

3. This Agreement shall be binding on PRP and each of its agents and employees. In the event PRP seeks to transfer or assign all or part of its interest in the Restaurant, and the successor or assignee intends to carry on the same or similar use of the facility, as a condition of sale PRP shall obtain the written agreement of the successor or assignee to any obligations remaining under this Agreement for the remaining term of this Agreement.

4. This Agreement shall apply to all public use areas within the Restaurant. This includes, but is not limited to: public entrances, waiting areas, bar areas, dining areas, restrooms, and corridors. This Agreement shall not apply to non-public use areas, such as food preparation and storage locations, employee locker rooms, and other service-related areas.

II. DEFINITIONS

5. For purposes of this Agreement, the term "Standards" means the 1991 ADA Standards for Accessible Design, 28 C.F.R. Part 36, Appendix D, and the 2010 ADA Standards for Accessible Design, 28 C.F.R. § 36.104, which consist of the 2004 ADA Accessibility Guidelines (set forth in appendices B and D to 36 C.F.R. part 1191). The 2010 Standards shall apply to the remedial actions

to be taken under this Agreement, unless otherwise expressly stated in this Agreement. 28 C.F.R. § 36.406(a)(5)(ii).

6. For purposes of this Agreement, the term “accessible” means in compliance with the Standards.

7. For purposes of this Agreement, the term “alterations” means a change to the Restaurant that affects or could affect the usability of the building or facility or any part thereof and includes, but is not limited to, “remodeling, renovation, rehabilitation, reconstruction, historic restoration, changes or rearrangement in structural parts or elements, and changes or rearrangement in the plan configuration of walls and full-height partitions. Normal maintenance, reroofing, painting or wallpapering, asbestos removal, or changes to mechanical and electrical systems are not alterations unless they affect the usability of the building or facility.” *See* 28 C.F.R. § 36.402.

III. PARC

PARC’S INTERIOR RAMP NEAR ENTRANCE

8. PRP shall remove the following barriers to accessibility at the interior ramp near the entrance, which the United States observed during its August 4, 2015 site inspection of the Restaurant:

- a. The ramp handrails do not extend at least 12 inches beyond the bottom of the sloped portion of the ramp. *See* the 1991 Standards §§ 4.1.6(1)(b) and 4.8.5(2).
- b. The ends of the ramp handrails are not either rounded or returned smoothly to the floor, wall or post. *See* the 1991 Standards §§ 4.1.6(1)(b), 4.8.5(6) and Figure 17.
- c. The bottom left handrail extension is also a protruding object hazard. It protrudes into the path of travel more than four inches with its leading edge between 27 inches and 80 inches above the finished floor (“AFF”). *See* the 1991 Standards § 4.4.1 and Figure 8(a).

9. PRP can satisfy the requirements of paragraph 8 of this Agreement by completing all of the following steps within one hundred twenty (120) days of the effective date of this Agreement:

- a. Extend the handrails horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. However, if doing so would protrude into the path of travel and become a hazard, PRP shall extend the handrails as much as possible without protruding into the path of travel. *See* the 2010 Standards §§ 405.8, 505.10.1 and Figure 505.10.1.
- b. Provide blocking from the rail and return to the wall to act as a stop. *See* the 2010 Standards §§ 405.8, 505.10.1 and Figure 505.10.1.
- c. Install a return rail to the floor at the bottom left handrail extension. *See* the 2010 Standards §§ 307.2 and Figure 307.2.

PARC'S VESTIBULE LEADING TO THE RESTROOMS

10. PRP shall remove the following barriers to accessibility in the vestibule leading to the toilet rooms, which the United States observed during its August 4, 2015 site inspection of the Restaurant:

- a. A sign identifying the toilet rooms in raised characters and Braille is not provided on the wall adjacent to the latch side of the vestibule door to the toilet room area. *See* the 1991 Standards §§ 4.1.3(16)(a), 4.30.1, 4.30.4, 4.30.5 and 4.30.6.
- b. The toilet room vestibule entrance has a double-leaf doorway with each leaf providing 19¾ inches of clear width. *See* the 1991 Standards §§ 4.1.6(1)(b), 4.13.4, 4.13.5 and Fig. 24(a) and (b). The left leaf of the toilet room vestibule entrance door swings into the required maneuvering clearance at the women's toilet room entrance door and the right leaf swings into the required maneuvering clearance at the men's toilet room entrance door. The entrance doors to both toilet rooms are approached on the latch, push side. However, the required minimum 24 inches long of clear maneuvering space is not provide past the latch due to the inswing of the vestibule door left leaf into the women's room maneuvering clearance and the inswing of the vestibule door right leaf into the men's room maneuvering clearance. *See* the 1991 Standards §§ 4.1.6(1)(b), 4.13.6 and Fig. 25(c).

11. PRP can satisfy the requirements of paragraph 10 of this Agreement by completing all of the following steps within one hundred twenty (120) days of the effective date of this Agreement:

- a. Relocate existing signage from hinge side to latch side of the door at 48 inches minimum AFF, measured from the baseline of the lowest tactile character, and 60 inches maximum above the finish floor, measured from the baseline of the highest tactile character. *See* the 2010 Standards §§ 216.2, 703.1-703.5.
- b. Permanently remove the toilet room vestibule entrance double-leaf doors. *See* the 2010 Standards §§ 206.5.2, 404.2, 404.2.3 and Figure 404.2.3(a).

PARC RESTROOMS

12. PRP shall remove the following barriers to accessibility in the women's toilet room, which the United States observed during its August 4, 2015 site inspection of the Restaurant:

- a. The hot water delivery and waste pipes under the lavatories are not insulated or otherwise configured to protect against contact. *See* the 1991 Standards §§ 4.1.6(1)(b), 4.22.6, and 4.19.4.
- b. The centerline of the toilet is more than 18 inches from the side wall. *See* the 1991 Standards § 4.17.3 and Fig. 30(a); 2010 Standards 604.2.
- c. The top of the toilet seat is higher than 19 inches. *See* the 1991 Standards §§

4.1.6(1)(b), 4.22.4, and 4.16.3.

- d. The only trash receptacles in the toilet room have lids that are operated by a foot pedal that is lower than the low reach range of nine inches. *See* the 1991 Standards §§ 4.22.7, 4.27.3 and 4.2.5/6. *See* Figures 5 and 6.
- e. The top of the baby changing table that is fixed to the wall in the designated accessible toilet stall/compartments is higher than 34 inches AFF. *See* the 1991 Standards §§ 4.32.4.
- f. The women's toilet room has six toilet stalls but lacks an ambulatory accessible stall which is required when a toilet room has six or more stalls. *See* the 1991 Standards §§ 4.1.3(11) and 4.23.4.

13. PRP can satisfy the requirements of paragraph 12 of this Agreement by completing all of the following steps in the women's toilet room within one hundred twenty (120) days of the effective date of this Agreement:

- a. Insulate the water supply and drain pipes under lavatories and sinks. *See* the 2010 Standards §§ 213.3.4 and 606.5.
- b. Reposition the toilet so that its centerline is at least 16 inches but no more than 18 inches from the side wall. *See* 2010 Standards 604.2 and Figure 604.2.
- c. Provide a toilet seat that is at least 17 inches AFF but no more than 19 inches AFF measured to the top of the seat.
- d. Eliminate the lids from the existing trash receptacles.
- e. Either lower the baby changing station to a maximum of 34 inches AFF or permanently remove it. *See* the 2010 Standards §§ 226 and 902.3.
- f. Modify the stall door width and install grab bars in compliance with the 2010 Standards in at least one stall. *See* Figure 604.8.2 of the 2010 Standards.

14. PRP shall remove the following barriers to accessibility in the men's toilet room, which the United States observed during its August 4, 2015 site inspection of the Restaurant:

- a. The hot water delivery and waste pipes under the lavatories are not insulated or otherwise configured to protect against contact. *See* the 1991 Standards §§ 4.1.6(1)(b), 4.22.6, and 4.19.4.
- b. The top of the baby changing table that is fixed to the wall in the designated accessible toilet stall/compartments is higher than 34 inches AFF. *See* the 1991 Standards §§ 4.32.4.

15. PRP can satisfy the requirements of paragraph 14 of this Agreement by completing all

of the following steps in the men's toilet room within one hundred twenty (120) days of the effective date of this Agreement:

- a. Insulate the water supply and drain pipes under lavatories and sinks. *See* the 2010 Standards §§ 213.3.4 and 606.5.
- b. Lower the baby changing station to maximum of 34 inches AFF or permanently remove it. *See* the 2010 Standards §§ 226 and 902.3.

PARC BAR COUNTER AND BAR AREA TABLES

16. PRP shall remove the following barriers to accessibility at the bar counter and bar area tables, which the United States observed during its August 4, 2015 site inspection of the Restaurant: The bar counter at which food and/or drink is served for consumption by customers seated on stools or standing at the counter exceeds 34 inches in height and does not have a portion of the main counter which is at least five feet long and no higher than 34 inches AFF with knee space under that is at least 27 inches high by 30 inches wide by 19 inches deep. There are no accessible tables within the same area at which service is available. The tables in the same area as the bar counter do not provide the required knee and toe clearance. *See* the 1991 Standards §§ 5.2, 4.32.3, and 4.32.4.

17. PRP can satisfy the requirements of paragraph 16 of this Agreement by completing all of the following steps within one hundred twenty (120) days of the effective date of this Agreement: Provide compliant dining tables in the bar area with clear floor space a minimum of 30 inches wide and a minimum of 48 inches deep positioned for a forward approach, knee and toe clearance extending a minimum of 17 inches, and a dining surface 28 inches minimum and 34 inches maximum AFF. Instruct staff to seat guests using wheelchairs or other mobility devices at the tables adjacent to the bar and to provide the same service and experience as sitting at the bar counter. *See* the 2010 Standards §§ 226, 902.2, 305, 306 and 902.3 and Figures 305.5 (a), 306.2 and 306.3.

PARC INTERIOR RAMP TO SUNKEN DINING AREA

18. PRP shall remove the following barriers to accessibility at the interior ramp leading to sunken dining room, which the United States observed during its August 4, 2015 site inspection of the Restaurant:

- a. The ramp handrails do not extend at least 12 inches beyond the top of the sloped portion of the ramp. *See* the 1991 Standards §§ 4.1.6(1)(b) and 4.8.5(2).
- b. The ends of the ramp handrails are not either rounded or returned smoothly to the floor, wall or post. *See* the 1991 Standards §§ 4.1.6(1)(b), 4.8.5(6) and Figure 17.

19. PRP can satisfy the requirements of paragraph 18 of this Agreement by completing all of the following steps at the interior ramp leading to sunken dining room within one hundred twenty (120) days of the effective date of this Agreement:

- a. Extend the handrails horizontally for at least 12 inches beyond the top of the sloped portion of the ramp. However, if doing so would protrude into the path of travel and

become a hazard, PRP shall extend the handrails as much as possible without protruding into the path of travel. *See* the 2010 Standards §§ 405.8, 505.10.1 and Figure 505.10.1.

- b. Install return extensions to the floor or provide blocking to the wall. *See* the 2010 Standards §§ 405.8, 505.10.1 and Figure 505.10.1.

IV. MONITORING AND COMPLIANCE

20. Within 120 days of the effective date of this Agreement, PRP shall provide the United States with written confirmation of all steps that PRP has taken pursuant to section III of this Agreement.

21. PRP shall cooperate in good faith with any and all reasonable requests by the United States for access to the Restaurant and for information and documents concerning the Restaurant's compliance with this Agreement and the ADA.

22. The United States shall have the right to verify compliance with this Agreement and the ADA, both as set forth in this Agreement and through any means available to the general public, including visits to the public areas of the Restaurant and communications with the Restaurant's staff. The United States shall have the right to inspect the facility at any time, and counsel for the United States need not identify themselves in the course of visits to the public areas.

V. ENFORCEMENT

23. If the United States believes that this Agreement or any of its requirements has been violated, it will notify PRP in writing and attempt to resolve the issue or issues in good faith. If the United States and PRP are unable to reach a satisfactory resolution of the issue or issues, the United States may commence a civil action in the United States District Court for the Eastern District of Pennsylvania to enforce the terms of this Agreement and/or the ADA.

VI. GENERAL PROVISIONS

24. In consideration for PRP's timely performance of all of its obligations under this Agreement the United States agrees to discontinue the Compliance Review of the Restaurant, except as provided in the Enforcement portion of this Agreement. The United States reserves the right to investigate any complaint it receives concerning the Restaurant, to investigate and commence a civil action with respect to any violation of the ADA, and to initiate future compliance reviews concerning the Restaurant with respect to any aspect of the Restaurant or its operation not expressly identified by the government in writing during the course of the Compliance Review. In the event the United States receives and investigates an ADA complaint concerning the Restaurant, or commences any future compliance review concerning the Restaurant, nothing in this Agreement shall limit the scope of any investigation or compliance review of the Restaurant or preclude the United States from seeking relief beyond that required under this Agreement.

25. A copy of this Agreement shall be made available to any person upon request and may, at the government's sole discretion, be posted on www.ada.gov or any other government website.

26. The Effective Date of this Agreement is the date of the last signature on the Agreement. The term of this Agreement is one year from the Effective Date.

27. This Agreement memorializes the commitments made by PRP to increase accessibility of the Restaurant and the terms under which the United States has agreed to conclude this particular Compliance Review of the Restaurant without further review or enforcement action. This Agreement is not intended to certify or signify, however, that the Restaurant is now (or, with the actions taken pursuant to this Agreement, will be) in full compliance with the ADA, or constitute a finding by the United States of such compliance, and it may not be used in any proceeding to signify such compliance. This Agreement does not affect the Restaurant's continuing responsibility and obligation to comply with all aspects of the ADA. This Agreement is not intended to reflect any legal interpretation of any provisions of the ADA by the United States, and it may not be used in any proceeding to demonstrate such legal interpretations.

28. This Agreement does not constitute an admission by the PRP of non-compliance with any provision of the ADA.

29. The individuals signing this Agreement represent that they are authorized to bind the parties to this Agreement.

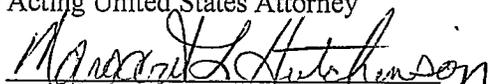
30. Failure by the United States to enforce the entire Agreement, with regard to any deadline or any other provision of the Agreement, shall not be construed as a waiver of its right to enforce any deadline or provision of the Agreement.

31. This Agreement constitutes the entire agreement between the parties relating to the compliance review, 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 Agreement, shall be enforceable.

THE UNITED STATES OF AMERICA

BY: 
LOUIS D. LAPPEN

Acting United States Attorney


MARGARET L. HUTCHINSON

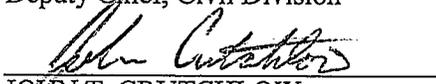
Assistant United States Attorney

Chief, Civil Division

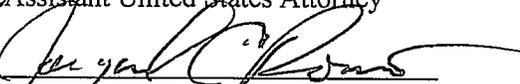
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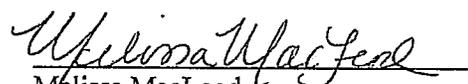
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JACQUELINE C. ROMERO

Assistant United States Attorney

DATED: 8/21/17

PARC RESTAURANT PARTNERS, L.P.

BY: 
Melissa MacLeod
Vice President & General Counsel
Parc Restaurant Partners, L.P.

DATED: 8-16-17