



U.S. Department of Justice

*United States Attorney  
Eastern District of Pennsylvania*

**VOLUNTARY COMPLIANCE AGREEMENT**

between

**THE UNITED STATES OF AMERICA**

and

**STARR RESTAURANT ORGANIZATION, L.P. AND SUR ORGANIZATION, LLC**

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, Starr Restaurant Organization, L.P., directly or indirectly, through its subsidiaries and/or through partnership agreements with other entities (collectively, the "Starr Organization"), has an ownership interest in 34 restaurants in the United States, including 20 restaurants in Philadelphia, Pennsylvania, and may obtain an ownership interest in additional restaurants in the future (collectively, "Starr Restaurants");

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

WHEREAS, as part of the Compliance Review, the United States requested information from Starr Restaurant Organization, L.P. regarding seven Starr Restaurants located in Philadelphia, Pennsylvania: (1) Buddakan, located at 325 Chestnut Street; (2) Butcher and Singer, located at 1500 Walnut Street; (3) Dandelion, located at 122-124 South 18<sup>th</sup> Street; (4) El Vez, located at 121 South

13<sup>th</sup> Street; (5) Morimoto, located at 723 Chestnut Street; (6) Parc, located at 227 South 18<sup>th</sup> Street; and (7) Talula's Garden, located at 210 W. Washington Square (collectively, the "Seven Reviewed Restaurants").

WHEREAS, the United States conducted a limited site inspection of certain features and facilities within the Seven Reviewed Restaurants and met with representatives of Starr Restaurant Organization, L.P.;

WHEREAS, contemporaneously with the execution of this Voluntary Compliance Agreement (this "Agreement"), the Starr Organization entities that directly own each of the Seven Reviewed Restaurants have each separately executed Voluntary Compliance Agreements addressing the compliance review of those restaurants ("Contemporaneous VCAs");

WHEREAS, the United States and the Starr Organization share the goal of resolving the Compliance Review and ensuring that Starr Restaurants operate in compliance with Title III of the ADA;

WHEREAS, in light of the actions taken by the Starr Organization to date to comply with the ADA, the actions taken by the Starr Organization during the period of the Compliance Review, the actions that each of the entities that directly own the respective Seven Reviewed Restaurants have agreed to take in the Contemporaneous VCAs, and the actions that Starr Restaurant Organization, L.P. and SUR have agreed to take as set forth in this Agreement, the United States has decided to take no further enforcement action at this time with respect to the Starr Restaurants as a result of this Compliance Review; and

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

**I. APPLICATION AND PARTIES BOUND**

1. This Agreement shall be binding on Starr Restaurant Organization, L.P. and SUR.
2. If SUR ceases to be responsible for managing any Starr Restaurant during the term of this Agreement, Starr Restaurant Organization, L.P. shall, directly and/or through its subsidiaries, require that the entity that assumes management responsibility for such Starr Restaurant is contractually obligated to fulfill the obligations set forth in this Agreement.
3. This Agreement shall apply to all public use areas within the Starr Restaurants. 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 standard used to evaluate a Starr Restaurant pursuant to this Agreement shall be as determined by the ADA. The 2010 Standards shall apply to the remedial actions to be taken under 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 a Starr 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. ADA COMPLIANCE SELF-REVIEW OF STARR RESTAURANTS**

8. Within 90 days of the effective date of this Agreement, SUR shall develop and implement an internal self-review policy for all Starr Restaurants which sets forth a process for the inspection, identification and plan for correction of ADA non-compliance identified in accordance with this Agreement. This review policy shall include, at minimum:

a) A licensed architect with professional knowledge of ADA accessibility standards (the “Architect”) will be retained for the purpose of inspecting a certain number of Starr Restaurants, as provided herein, for compliance with the applicable ADA Standards (each an “Architect Inspection” and, collectively, the “Architect Inspections”).

b) For each Architect Inspection, the Architect shall provide a confidential written report (“Inspection Report”) to SUR within a reasonable time after the conclusion of such Architect Inspection; SUR shall use good faith efforts to cause such reports to be provided within a reasonable time which the parties agree should not exceed 90 days. The report shall (i) identify barriers to accessibility, if any, found in the inspected restaurant, as defined by the applicable Standards, and (ii) propose remedial measures that would eliminate such barriers to accessibility.

c) Each Starr Restaurant that undergoes an ADA Architect Inspection shall complete those remedial measures identified in the Inspection Report to the extent required by the ADA within a reasonable time, not to exceed 180 days after the date on which the Inspection Report is provided to SUR. Whether a Starr Restaurant shall be required to complete each remedial measure identified in an Inspection Report shall be determined by the ADA; for example, whether each remedial measure must be completed unless structurally impracticable, or to the maximum extent feasible, or if readily achievable, shall be determined for each Starr Restaurant undergoing an Architect Inspection by the applicable provisions of the ADA and its implementing regulations. See *e.g.*, 28 C.F.R. § 36.301, *et seq.*, 28 C.F.R. § 36.401, *et seq.*

d) SUR shall require that: (i) every restaurant newly owned by an affiliate of Starr Restaurant Organization, L.P. after the Effective Date of this Agreement shall undergo an Architect Inspection no later than the later of (A) 90 days after the affiliate of Starr Restaurant Organization, L.P. acquires such new restaurant, or (B) prior to the opening of the restaurant to the public; (ii) any Starr Restaurant that receives any written complaint from a patron about the accessibility of the restaurant as defined by the Standards shall undergo an Architect Inspection within 90 days of the receipt of the complaint by the restaurant; and (iii) any Starr Restaurant that is identified for any Alterations shall undergo an Architect Inspection, and the remedial measures identified by the Architect Inspection shall be completed as part of the renovation work as required by paragraph 8(c) above.

e) In addition to the Architect Inspections required by subparagraph 8(d) above, SUR shall require that a minimum of three existing Starr Restaurants, excluding those identified for inspection by subparagraph 8(d) above and excluding the Seven Reviewed Restaurants, shall undergo an Architect Inspection each year during the Term of this Agreement.

(i) SUR shall conduct the Architect Inspections of existing Starr Restaurants required by paragraph 8(e) in the order of each restaurant's opening date, with the restaurants with the oldest opening dates inspected first, subject to paragraph 8(e)(ii) below;

(ii) SUR may select a different Starr Restaurant for inspection in the place of a restaurant that would otherwise be selected for inspection pursuant to paragraph 8(e) if the restaurant that would otherwise be selected for inspection: (A) will cease to be operated by an entity affiliated with Starr Restaurants within a reasonable time of when it would be inspected pursuant to paragraph 8(e); (B) will move from its existing location within a reasonable time of when it would be inspected pursuant to 8(e); and/or (C) will undergo Alterations, and therefore will undergo an Architect Inspection pursuant to paragraph 8(d)(iii), during the term of this Agreement.

f) Under this self-review policy, SUR shall include a contractual requirement in its engagement contracts with any architect retained in connection with the development of any new restaurant affiliated with Starr Restaurants, or the renovation of an existing Starr Restaurant, that the Architect's work shall be performed in compliance with all laws, including the ADA.

g) Starr's specific obligations set forth in this paragraph 8 shall be limited to the term of this Agreement.

9. No party shall be required by this Agreement to produce to the United States any of the reports or certifications generated as a result of the ADA Architect Inspections. Additionally, no party to this Agreement waives and each party specifically retains, all rights to assert, and all rights to challenge the assertion of, any claim of legal privilege or confidentiality over the reports and

certifications generated by the ADA Architect from his or her ADA Architect Inspections.

10. Nothing in this Agreement shall preclude the United States from conducting additional compliance reviews on any additional Starr Restaurants in response to any complaint(s) regarding ADA compliance at any Starr Restaurant and/or in response to specific information that any Starr Restaurant(s) is/are not operated in compliance with the ADA.

11. Every year during the term of this Agreement, on the anniversary date of the effective date of the Agreement, Starr shall produce to the United States: (a) a list of the Starr Restaurants that underwent an Architect Inspection during the prior 12-month period, and, for each restaurant, the method by which the restaurant was selected for an Architect Inspection pursuant to paragraphs 8(d) or 8(e) of this Agreement; and (b) a list of all restaurants that would have otherwise been scheduled for inspection pursuant to 8(e)(i), but were not inspected pursuant to paragraph 8(e)(ii), including the reason why the restaurant was not inspected and the name of the restaurant inspected in its place.

12. Starr Restaurant Organization, L.P. and SUR shall cooperate in good faith with any and all reasonable requests by the United States for access to any Starr Restaurant and for information and documents concerning compliance with this Agreement.

13. 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 any Starr Restaurant and communications with Starr Restaurant staff. The United States shall have the right to inspect any Starr Restaurant at any time, and counsel for the United States need not identify themselves in the course of visits to the public areas.

#### **IV. STARR POLICIES, PRACTICES, AND PROCEDURES**

14. SUR shall establish and/or maintain a written policy for all Starr Restaurants specifically addressing the provision of services to individuals with disabilities (the "Starr Policy").

15. The Starr Policy shall specify, among other things, that:

(a) Persons with disabilities may make reservations in the same way and on the same terms that other persons can make reservations (*see* 28 C.F.R. § 36.302);

(b) All reservation staff at each Starr Restaurant shall have ready access to information about that Starr Restaurant's accessibility features for use in assisting customers in making reservations and answering questions (*see* 28 C.F.R. § 36.302);

(c) Accessible features inside and outside all Starr Restaurants must be maintained in good working order (*see* 28 C.F.R. § 36.302);

(d) At Starr Restaurants that offer parking, parking spaces are reserved for individuals with disabilities, or in the alternative, valet parking is available (*see* 2010 Standards § 209.4; 28 C.F.R. § 36.305);

(e) Starr employees will receive basic training on providing services to persons with

disabilities in each Starr Restaurant in which the employee works (e.g., overview of the restaurant's accessibility features, dealing with service animals, etc.) (*see* 28 C.F.R. § 36.302(a));

(f) Staff at all Starr Restaurants shall be trained to offer assistance, upon request, to persons with disabilities who may need assistance in using the services of Starr Restaurants (*see* 28 C.F.R. § 36.302(a));

(g) Staff at all Starr Restaurants shall be available to move tables, and provide and adjust accessible features of the facility when features require installation or adjustment to ensure accessibility (*see* 28 C.F.R. § 36.302(a));

(h) Menus and all other printed materials provided for use by patrons at any Starr Restaurant must also be available in alternate formats so that blind persons and persons with low vision can read them (alternate formats include Braille, large print, and audio recording) (*see* 28 C.F.R. § 36.303(b));

(i) Dietary information (either on its menus or elsewhere) will be available for patrons with diabetes or those with food allergies (*see* 28 C.F.R. § 36.302);

(j) Special foods will be provided to meet a patron's dietary needs upon advanced request (*see* 28 C.F.R. § 36.307), provided that such foods can be obtained from a supplier with whom Starr customarily does business;

(k) Persons with disabilities may use service animals, without imposing any extra charges or conditions, in all public areas of the facility, including restrooms (*see* 28 C.F.R. § 36.302(c)); and

(l) Staff at all Starr Restaurants shall receive training on the proper manner for determining whether an animal qualifies as a service animal (*see* 28 C.F.R. § 36.302(c)(6)).

## V. ENFORCEMENT

16. If the United States believes that this Agreement or any of its requirements has been violated, it will notify Starr Restaurant Organization L.P. and SUR in writing and attempt to resolve the issue or issues in good faith. If the parties 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.

## VI. GENERAL PROVISIONS

17. In consideration for Starr Restaurant Organization, L.P. and SUR's timely performance of all their obligations under this Agreement, the United States agrees to discontinue the Compliance Review of the Seven Reviewed Restaurants, except as provided in the Enforcement portions of this Agreement and the Contemporaneous VCAs. The United States reserves the right to investigate any complaint it receives concerning any Starr Restaurant, to initiate future compliance reviews concerning

any Starr Restaurant(s) with respect to any aspect of any Starr Restaurant or its operation, and to investigate and commence a civil action with respect to any violation of the ADA. In the event the United States receives and investigates an ADA complaint concerning any Starr Restaurant, or commences any future compliance review concerning any Starr Restaurant, nothing in this Agreement shall limit the scope of any investigation or compliance review of the Starr Restaurant(s) or preclude the United States from seeking relief beyond that required under this Agreement.

18. 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](http://www.ada.gov) or any other government website.

19. The Effective Date of this Agreement is the date of the last signature on the Agreement. The term of this Agreement is three (3) years from the Effective Date.

20. This Agreement and the Contemporaneous VCAs memorialize the commitments of the parties hereto to increase accessibility of the Starr Restaurants and the terms under which the United States has agreed to conclude this particular Compliance Review of the Seven Reviewed Restaurants without further review or enforcement action. This Agreement is not intended to certify or signify, however, that any Starr 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 any Starr 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.

21. This Agreement does not constitute an admission by Starr Restaurant Organization, LP, SUR or any Starr Restaurant of non-compliance with any provision of the ADA.

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

23. 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.

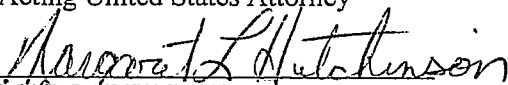
24. This Agreement constitutes the entire agreement between the parties relating to the compliance review, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this Agreement, shall be enforceable.

**THE UNITED STATES OF AMERICA**

BY: 

LOUIS D. LAPPEN  
Acting United States Attorney

DATED: 3/21/17



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**STARR RESTAURANTS**

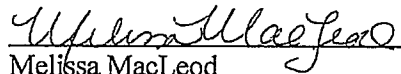
**STARR RESTAURANT ORGANIZATION, L.P.**

BY: 

Melissa MacLeod  
Vice President & General Counsel  
Starr Restaurant Organization, L.P.

DATED: 8.16.17

**SUR ORGANIZATION, LLC**

BY: 

Melissa MacLeod  
Vice President & General Counsel  
SUR Organization, LLC

DATED: 8.16.17