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U.S. Department of Justice

*United States Attorney
Eastern District of Pennsylvania*

SETTLEMENT AGREEMENT

between

THE UNITED STATES OF AMERICA

and

LONGACRE HOLDINGS, LLC AND AMERICAN SARDINE BAR, INC.

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, 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, Longacre Holdings, LLC and American Sardine Bar, Inc. (collectively “Longacre Holdings”) own and operate the South Philadelphia Tap Room (“Tap Room”) located at 1509 Mifflin Street in Philadelphia, Pennsylvania;

WHEREAS, Longacre Holdings owns and operates two restaurants (collectively the “Longacre restaurants”) in Philadelphia, Pennsylvania: Tap Room and American Sardine Bar;

WHEREAS, as part of the Compliance Review, the United States requested information from Longacre Holdings regarding the Tap Room;

WHEREAS, after Longacre Holdings failed to respond to the United States’ request for information, the United States commenced an action by filing a Complaint captioned *United States v. John Longacre, et al.*, Civil Action No. 16-CV-01950, in the Eastern District of Pennsylvania

on April 25, 2016 to enforce certain provisions of the ADA under Title III, 42 U.S.C. § 12188 *et seq.*;

WHEREAS, the parties agreed to stay this litigation pending the United States' inspection of the Tap Room for purposes of potential settlement;

WHEREAS, on June 22, 2016, the United States conducted a limited site inspection of certain features and facilities within the Tap Room and met with representatives of Longacre Holdings;

WHEREAS, the United States and Longacre Holdings share the goal of resolving the Complaint and the Compliance Review and ensuring that all Longacre restaurants operate in compliance with Title III of the ADA; and

WHEREAS, in light of the actions taken by Longacre Holdings to date to comply with the ADA and the actions that Longacre Holdings has agreed to take within the next three years as set forth in this Settlement Agreement, the United States and Longacre Holdings agree that settlement of these matters without further litigation is in the public interest and that the entry of this Settlement Agreement is the most appropriate means of resolving these matters; and

NOW, THEREFORE, IT IS HEREBY AGREED, BY AND BETWEEN THE UNITED STATES OF AMERICA AND LONGACRE HOLDINGS, AS FOLLOWS:

I. APPLICATION AND PARTIES BOUND

1. The Longacre restaurants, including the Tap Room, are each places of public accommodation within the meaning of 42 U.S.C. § 12181(7) because, among other things, they are "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. Longacre Holdings is a public accommodation within the meaning of Title III of the ADA because it owns and operates the Longacre restaurants, including the Tap Room, which are all places of public accommodation. *See* 42 U.S.C. § 12182(a); 28 C.F.R. § 36.104.

3. This Settlement Agreement shall be binding on the Longacre Holdings, their agents, and their employees. This Settlement Agreement shall also be binding on all of Longacre Holdings' successors, as well as any person or entity carrying on the same or similar use of the Longacre restaurants. Longacre Holdings must promptly notify, in writing, all successors, as well as any other persons or entities carrying on the same or similar use of the Longacre restaurants, of the existence of this Settlement Agreement or its contents.

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