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U.S. Department of Justice

*United States Attorney
Eastern District of Pennsylvania*

VOLUNTARY COMPLIANCE AGREEMENT

between

THE UNITED STATES OF AMERICA

and

RESTAURANT 13, 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 ("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, Restaurant 13, Inc. owns and operates Barbuzzo Restaurant located at 110 S. 13th Street in Philadelphia, Pennsylvania;

WHEREAS, Restaurant 13, Inc. owns and operates five restaurants (collectively the "Restaurant 13, Inc. restaurants") in Philadelphia, Pennsylvania: Barbuzzo, Lolita, Little Nonna's, Bud & Marilyn's, and Jamonera;

WHEREAS, as part of the Compliance Review, the United States requested information from Restaurant 13, Inc. regarding Barbuzzo Restaurant;

WHEREAS, the United States conducted a limited site inspection of certain features and facilities within Barbuzzo Restaurant and met with representatives of Restaurant 13, Inc.;

WHEREAS, the United States and Restaurant 13, Inc. share the goal of resolving the Compliance Review and ensuring that all Restaurant 13, Inc. restaurants operate in compliance with Title III of the ADA; and

WHEREAS, in light of the actions taken by Restaurant 13, Inc. to date to comply with the ADA, the actions taken by Restaurant 13, Inc. during the period of the Compliance Review, and the actions that Restaurant 13, Inc. has agreed to take within the next four years as set forth in this Agreement (the "Agreement"), the United States has decided to take no further enforcement action at this time with respect to Restaurant 13, Inc. as a result of this Compliance Review; and

NOW, THEREFORE, IT IS HEREBY AGREED, BY AND BETWEEN THE UNITED STATES OF AMERICA AND RESTAURANT 13, INC., AS FOLLOWS:

I. APPLICATION AND PARTIES BOUND

1. The Restaurant 13, Inc. restaurants, including Barbuzzo Restaurant, 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. Restaurant 13, Inc. is a public accommodation within the meaning of Title III of the ADA because it owns and operates the Restaurant 13, Inc. restaurants, including Barbuzzo Restaurant, which are all places of public accommodation. *See* 42 U.S.C. § 12182(a); 28 C.F.R. § 36.104.

3. This Agreement shall be binding on Restaurant 13, Inc. In the event Restaurant 13, Inc. seeks to transfer or assign all or part of their interest in any Restaurant 13, Inc. restaurant, and the successor or assignee intends on carrying on the same or similar use of the facility, Restaurant 13, Inc. shall endeavor to obtain the written agreement of the successor or assignee to any obligations remaining under this Agreement in regard to such facility for the remaining term of this Agreement.

4. This Agreement shall apply to all public use areas within the Restaurant 13, Inc. 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 "1991 Standards" means the 1991 ADA Standards for Accessible Design, 28 C.F.R. Part 36, Appendix D, and the term "2010 Standards" means the 2010 ADA Standards for Accessible Design, 28 C.F.R. § 36.104, which consists of the 2004 ADA Accessibility Guidelines (set forth in appendices B and D to 36 C.F.R. part 1191) (collectively, the "Standards").

6. The 2010 Standards shall apply to the remedial actions to be taken under this Agreement. 28 C.F.R. § 36.406(a)(5)(ii).

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

8. For purposes of this Agreement, the term “alterations” means a change to any Restaurant 13, Inc. 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. BARBUZZO

FIRST FLOOR ENTRANCE

9. Restaurant 13, Inc. shall ensure that Barbuzzo Restaurant’s main public entrance facing S. 13th Street is readily accessible to, and usable by, persons with disabilities, including persons using wheelchairs or other mobility aids.

10. Restaurant 13, Inc. can satisfy the requirements of paragraph 9 by taking the following steps within one hundred and eighty (180) days following the effective date of this agreement:

- a. Restaurant 13, Inc. shall create an exterior ramp with a slope of 1:12 maximum from the sidewalk to the door floor level and which has flared sides with a slope of 1:12 maximum. See 2010 Standards §§ 206.1 and 404.2.5; and
- b. Because the entrance door push-side maneuvering clearance is less than 48 inches deep measured perpendicular to the door for a forward approach, see 2010 Standards §§ 206.5.1, 404.2.4, Restaurant 13, Inc. shall install an automatic door opener that complies with 2010 Standards § 404.3.
- c. Restaurant 13, Inc. shall post signage showing the International Symbol of Accessibility at the first floor entrance to Barbuzzo Restaurant. See 2010 Standards §§ 216.6 and 703.7.2.1.

FIRST FLOOR HOST STATION

11. Restaurant 13, Inc. shall ensure that the routes from the Barbuzzo Restaurant first floor entrance to the host station and from the host station to the accessible seating areas are accessible to, and usable by, persons with disabilities, including persons using wheelchairs or other mobility aids.

12. Restaurant 13, Inc. may satisfy the requirements of paragraph 11 by taking the following steps within 180 days following the effective date of this agreement:

- a. Restaurant 13, Inc. shall ensure that the accessible route of travel is at least 36 inches wide in that area. *See* 2010 Standards §§ 206.2.4, 403.5.1, 405.5; and
- b. Restaurant 13, Inc. shall remove two bar stools across from each built in booth so that the width of the accessible route at those points will be at least 36 inches. *See* 2010 Standards §§ 206.2.4, 403.5.1 and EXCEPTION.

FIRST FLOOR DINING AND BAR AREAS

13. Restaurant 13, Inc. shall ensure that 5% of the total number of seating or standing locations in Barbuzzo Restaurant's dining areas is accessible to persons with disabilities. Each accessible seating location shall have adequate floor space, knee clearance, and sufficient height, and shall be located on an accessible route. *See* 2010 Standards §§ 206.2.4, 226.1, 902 and Chapter 4.

14. Accessible seating shall be distributed throughout Barbuzzo Restaurant in compliance with the 2010 Standards § 226.2.

15. Restaurant 13, Inc. shall remove the following barriers to accessibility, which the United States observed during its June 2, 2015 site inspection:

- a. There is no portion of either the main bar or the chef's bar that is accessible, and there are no accessible tables within the same area. *See* Title III Regulations § 36.302(a) and the 2010 Standards §§ 226.1, 902.2, 305, 306, 902.3;
- b. The main bar counter is a protruding object projecting more than 4 inches into the circulation path at a height between 27 and 80 inches above the finish floor. *See* 2010 Standards §§ 204, 307.2; and
- c. The knee clearance of the designated accessible tables is not in compliance with the 2010 Standards. *See* Title III Regulations § 36.302(a) and the 2010 Standards §§ 226.1, 902.2, 305, 306, 902.3.

16. Restaurant 13, Inc. can comply with paragraph 13 of this agreement by taking the following steps unless otherwise noted below:

- a. Within 180 days of the effective date of this agreement, Restaurant 13, Inc. shall install two dining tables 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 ("accessible dining table") in or near the bar area of Barbuzzo Restaurant and offer the same services at the accessible dining tables that are offered (a) at the tables described in paragraph 15 above; and (b) are offered at the bar. *See* 2010 Standards §§ 226.1, 902.2, 305, 306, 902.3; and
- b. Restaurant 13, Inc. represents that there is always a stool at the corner of the bar protecting patrons from the protruding corner, and Restaurant 13, Inc. will make sure

that there is always a stool in that area during business hours in the future. *See* 2010 Standards §§ 204, 307.2.

FIRST FLOOR RESTROOMS

17. Restaurant 13, Inc. shall provide a minimum of one accessible toilet room for each sex or a minimum of one accessible unisex restroom. *See* 2010 Standards §§ 205, 206.5, 213, 216.2, 216.8.

18. Restaurant 13, Inc. shall remove the following barriers to accessibility which the United States observed during its June 2, 2015 site inspection:

- 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 door with the tactile characters at 48 inches minimum above the finish floor, measured from the baseline of the lowest tactile character and 60 inches maximum above the finish floor, measured from the baseline of the highest character. *See* 2010 Standards §§ 216.2, 703.1-703.6;
- b. Not all of the toilet rooms are accessible, and the International Symbol of Accessibility is not provided at the designated accessible unisex toilet room near the Chef's bar. *See* 2010 Standards §§ 216.8, 703.7.2.1;
- c. In the designated accessible unisex toilet room, the door maneuvering clearance on the toilet room side is less than 48 inches deep for either a push side forward approach or a push side hinge side approach for this door with a closer and a latch. *See* 2010 Standards §§ 206.5.1, 404.2.4;
- d. In the designated accessible unisex toilet room, the 60 inch diameter or t-shaped turning space, to allow a wheelchair user to make a 180 degree turn, is less than 60 inches and is obstructed by a cabinet. *See* Title III Regulations § 36.211(a); 2010 Standards §§ 213.2, 603.2.1, 304;
- e. In the designated accessible unisex toilet room, the toilet clear floor space is obstructed by the cabinet. *See* Title III Regulations § 36.211(a); 2010 Standards §§ 213.2, 604.3.1, 604.3.2;
- f. In the designated accessible unisex toilet room, the toilet centerline is more than 18 inches from the side wall. *See* 2010 Standards §§ 213.3.2, 604.2;
- g. In the designated accessible unisex toilet room, the end of the side grab bar is not mounted 12 inches from the rear wall. *See* 2010 Standards §§ 213.3.2, 604.5.1;
- h. In the designated accessible unisex toilet room, the side grab bar is mounted more than 33 to 36 inches high from finish floor to the top of the gripping surface. *See* 2010 Standards §§ 213.3.2, 604.5.1, 609.4;
- i. In the designated accessible unisex toilet room, the end of the rear grab bar on the open side is mounted less than 24 inches from the centerline of the toilet. *See* 2010 Standards §§ 213.3.2, 604.5.2, 609;
- j. In the designated accessible unisex toilet room, the rear grab bar is mounted more than 33 to 36 inches high from finish floor to the top of the gripping surface. *See* 2010 Standards §§ 213.3.2, 604.5.1, 609.4;
- k. In the designated accessible unisex toilet room, the rim of the lavatory is higher than 34 inches above the finish floor. *See* 2010 Standards §§ 213.3.4, 606.3;

- l. In the designated accessible unisex toilet room, the bottom of the mirror reflecting surface is higher than 40 inches above the finish floor. *See* 2010 Standards §§ 213.3.5, 603.3;
 - m. In the designated accessible unisex toilet room, the operable part of the paper towel dispenser is mounted higher than 48 inches above the finish floor for a forward reach. *See* 2010 Standards §§ 205.1, 308.2, 309.3; and
 - n. In the designated accessible unisex toilet room, the coat hook on the door is mounted higher than 48 inches above the finish floor for an unobstructed side reach. *See* 2010 Standards §§ 213.3.7, 603.4, 308.
19. Restaurant 13, Inc. can comply with paragraph 17 of this agreement by taking the following steps unless otherwise noted below:
- a. Within 180 days of the effective date of this agreement, Restaurant 13, Inc. shall install identification signs in raised characters and Braille located alongside the door to all of Barbuzzo Restaurant's toilet rooms on the latch side at 48 inches minimum AFF, measured from the baseline of the lowest tactile character, and 60 inches maximum AFF, measured from the baseline of the highest tactile character, consistent with the 2010 Standards. *See* ¶ 18(a) above;
 - b. Within 180 days of the effective date of this agreement, Restaurant 13, Inc. shall install a sign with the International Symbol of Accessibility outside the first floor designated accessible unisex toilet room that complies the 2010 Standards. *See* ¶ 18(b) above;
 - c. Within 180 days of the effective date of this agreement, Restaurant 13, Inc. shall install an automatic door opener for the designated accessible unisex toilet room that complies with 2010 Standard § 404.3. *See* ¶ 18(c) and (d) above;
 - d. Within 180 days of the effective date of this agreement, Restaurant 13, Inc. shall remove the cabinet in the designated accessible unisex toilet room. *See* ¶ 18(d) and 18(e) above;
 - e. Within 180 days of the effective date of this agreement, Restaurant 13, Inc. will make adjustments to the wall or toilet of the designated accessible unisex toilet room so that the toilet centerline is not more than 18 inches from the wall. *See* ¶ 18(f) above;
 - f. Within 180 days of the effective date of this agreement, Restaurant 13, Inc. will adjust the grab bars in the designated accessible unisex toilet room so that they are accessible. *See* ¶ 18(g)-(j) above;
 - g. Within 180 days of the effective date of this agreement, Restaurant 13, Inc. shall adjust and/or replace the sink in the designated accessible unisex toilet room so that the sink is accessible. *See* ¶ 18(k) above;
 - h. Within 180 days of the effective date of this agreement, Restaurant 13, Inc. will either replace the mirror in the designated accessible unisex toilet room with one that is accessible or install a second mirror that is accessible. *See* ¶ 18(l) above;
 - i. Within 180 days of the effective date of this agreement, Restaurant 13, Inc. shall lower the height of the paper towel dispenser in the designated accessible unisex toilet room so that it is accessible. *See* ¶ 18(m) above; and
 - j. Within 180 days of the effective date of this agreement, Restaurant 13, Inc. shall lower the height of the coat hook on the door in the designated accessible unisex toilet room so that it is accessible. *See* ¶ 18(n) above.

SECOND FLOOR EVENT SPACE

20. Restaurant 13, Inc. shall ensure that Barbuzzo Restaurant's second floor event space and services are accessible to, and usable by, persons with disabilities, including persons using wheelchairs or other mobility aids.

21. Restaurant 13, Inc. shall ensure that the following barriers to accessibility to the second floor event space which the United States observed during its June 2, 2015 site inspection are removed:

- a. At the top of the stair flight, the handrails do not extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. *See* the 2010 Standards §§ 210.1, 504.6, 505.10;
- d. At the bottom of the stairway, the handrails do not extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. *See* the 2010 Standards §§ 210.1, 504.6, 505.10.3;
- e. The gripping surface of the handrails is interrupted along the top and sides by supports for the handrails. *See* the 2010 Standards §§ 210.1, 504.6, 505.6;
- f. The top of the gripping surface is not mounted 34 inches minimum and 38 inches maximum above the stair nosings. *See* the 2010 Standards §§ 210.1, 504.6, 505.4;
- g. The diameter of the gripping surface of the handrails is less than 1 1/4 inches minimum and 2 inches maximum. *See* the 2010 Standards §§ 210.1, 504.6, 505.7.1;
- h. The main level does not provide a private dining area with the same services as the second floor. *See* Title III Regulations § 36.302(a) and the 2010 Standards § 206.2.5;
- i. The bar, which provides for the consumption of food or drink, does not have at least 5 percent of the seating spaces and standing spaces that comply with the 2010 Standards section 902 and are dispersed throughout the space containing the dining surfaces. The bar does not provide clear floor space 30 inches wide and 48 inches deep minimum positioned for a forward approach to the bar, knee and toe clearances 27 inches high minimum extending 17 inches minimum under the bars, and bar dining surfaces 28 inches minimum and 34 inches maximum above the finish floor. *See* Title III Regulations § 36.302(a) and the 2010 Standards §§ 226.1, 902.2, 305, 306, 902.3;
- j. The knee clearance of the designated accessible tables provided is not in compliance with the 2010 Standards. *See* Title III Regulations § 36.302(a) and the 2010 Standards §§ 226.1, 902.2, 305, 306, 902.3;
- k. The dining tables, which are provided for the consumption of food or drink, do not provide at least 5 percent of the seating spaces and standing spaces that comply with the 2010 Standards section 902 and are dispersed throughout the space containing the dining surfaces. The dining tables do not provide clear floor space 30 inches wide and 48 inches deep minimum positioned for a forward approach to the table, knee and toe clearance 27 inches high minimum extending 17 inches minimum under the table, and a table dining surface 28 inches minimum and 34 inches maximum above the finish floor. *See* the Title III Regulations § 36.302(a) and the 2010 Standards §§ 226.1, 902.2, 305, 306, 902.3; and

- l. The unisex toilet rooms on the second floor are not accessible. Where toilet rooms are provided, each toilet room shall comply with the 2010 Standards section 603. *See* the 2010 Standards §§ 213.2, 213.3, 603.
22. Restaurant 13, Inc. may satisfy the requirements of paragraph 20 by completing the following steps:
 - a. Restaurant 13, Inc. shall, within 180 days following the effective date of this agreement, install handrails on the stairs leading up to the second floor dining and bar area that are accessible, *see* ¶¶ 21(d)-(h) above;
 - b. Whenever Restaurant 13, Inc. is hosting a public event in the second floor dining and bar area of Barbuzzo Restaurant, Restaurant 13, Inc. will offer the same services and menu in the first floor dining and bar area of Barbuzzo Restaurant and advertise the same in all advertisements for the event and on Barbuzzo Restaurant's website;
 - c. If a party that includes persons with disabilities would like to reserve the space in the second floor dining and bar area of Barbuzzo Restaurant for a private event and the space is available on the date requested, Restaurant 13, Inc. will accommodate the party by allowing them to reserve the first floor dining and bar area of Barbuzzo Restaurant or another accessible space in a different Restaurant 13, Inc. restaurant and by offering the same menu options that would have been available in the second floor dining and bar area of Barbuzzo Restaurant; and
 - d. Restaurant 13, Inc. agrees that before it makes any future alterations to any Restaurant 13, Inc. restaurant, it will first renovate the second floor toilet rooms of Barbuzzo Restaurant to ensure that at least one toilet room is accessible.

IV. RESTAURANT 13, INC. POLICIES, PRACTICES, AND PROCEDURES

23. Restaurant 13, Inc. shall establish and/or maintain a written policy for all Restaurant 13, Inc. restaurants specifically addressing the provision of services to individuals with disabilities.
24. Restaurant 13, Inc.'s 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 Restaurant 13, Inc. restaurant shall have ready access to information about that Restaurant 13, Inc. 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 each Restaurant 13, Inc. restaurant must be maintained in good working order (*see* 28 C.F.R. § 36.302);
 - (d) At Restaurant 13, Inc. restaurants that offer parking, parking spaces may be 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) Restaurant 13, Inc. employees will receive basic training on providing services to persons with disabilities in each Restaurant 13, Inc. 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 Restaurant 13, Inc. restaurants shall be trained to offer assistance, upon request, to persons with disabilities who may need assistance in using the services of Restaurant 13, Inc. restaurants (*see* 28 C.F.R. § 36.302(a));
- (g) Staff at all Restaurant 13, Inc. 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 Restaurant 13, Inc. 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)) or a server or host shall be available to read the menu;
- (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) Persons with disabilities may use service animals, without incurring any extra charges or conditions, in all public areas of the facility, including restrooms (*see* 28 C.F.R. § 36.302(c)); and
- (k) Staff at all Restaurant 13, Inc. 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. FUTURE ALTERATIONS AND NEW RESTAURANT 13, INC. RESTAURANTS

25. Restaurant 13, Inc. acknowledges and agrees that any future alteration to any Restaurant 13, Inc. restaurant "shall be made so as to ensure that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs." *See* 28 C.F.R. § 36.402(a). Restaurant 13, Inc. further acknowledges and agrees that if an alteration affects or could affect the usability of or access to an area of the restaurant that contains a primary function, that alteration shall be made so as to ensure that, to the maximum extent feasible, the path of travel to the altered area and the restrooms, telephones, and drinking fountains serving the altered area are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, unless the cost and scope of such alterations is disproportionate to the cost of the overall alteration. *See* 28 C.F.R. § 36.403(a)(1).

26. Restaurant 13, Inc. shall ensure that each place of public accommodation that Restaurant 13, Inc. operates and/or of which Restaurant 13, Inc. becomes the owner after the effective date of this agreement complies with Title III of the ADA.

VI. ADA COMPLIANCE SELF-REVIEW OF RESTAURANT 13, INC. RESTAURANTS

27. Within 24 months of the effective date of this agreement, Restaurant 13, Inc. shall conduct a self-review of each Restaurant 13, Inc. restaurant, excluding Barbuzzo Restaurant, to identify all violations of the ADA that exist in each Restaurant 13, Inc. restaurant and shall correct all such violations within the 24-month period. As part of this review, Restaurant 13, Inc. shall:

- a. Retain, at Restaurant 13, Inc.'s expense, one or more licensed architect(s) with expertise in ADA compliance (the "ADA architect"), or other qualified person such as a licensed contractor with ADA expertise, for the purpose of inspecting each Restaurant 13, Inc. Restaurant for its compliance with the ADA accessibility standards;
- b. Within 12 months of the effective date of this Agreement, the ADA architect or contractor shall (i) inspect each Restaurant 13, Inc. restaurant; and (ii) shall provide a written report (or other form of analysis) to Restaurant 13, Inc. that identifies each barrier to accessibility, as defined by the applicable ADA Standards, in each Restaurant 13, Inc. restaurant and proposes remedial measures that would eliminate each barrier to accessibility. The ADA architect or contractor shall sign and certify the accuracy of its report to Restaurant 13, Inc.
- c. Within 24 months of the effective date of this Agreement, Restaurant 13, Inc. shall remove each barrier to accessibility identified in the ADA architect's report to the full extent required by the ADA.
- d. Within 24 months of the effective date of this Agreement, Restaurant 13, Inc. shall provide the United States Attorney's Office with written confirmation that the steps in paragraph 27 of this Agreement have been completed.

VII. MONITORING AND COMPLIANCE

28. Within 180 days of the effective date of this Agreement, Restaurant 13, Inc. shall provide the United States with a written confirmation of all steps that Restaurant 13, Inc. has taken pursuant to sections III and IV of this Agreement.

29. Restaurant 13, Inc. shall cooperate in good faith with any and all reasonable requests by the United States for access to any Restaurant 13, Inc. restaurant and for information and documents concerning any Restaurant 13, Inc. restaurant's compliance with this Agreement and the ADA.

30. 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 13, Inc. restaurants and communications with Restaurant 13, Inc. restaurant staff. The United States shall have the right to inspect any Restaurant 13, Inc. restaurant at any time, and counsel for the United States need not identify themselves in the course of visits to the public areas.

VIII. ENFORCEMENT

31. If the United States believes that this Agreement or any of its requirements has been violated, it will notify Restaurant 13, Inc. in writing and attempt to resolve the issue or issues in good faith. If the United States and Restaurant 13, Inc. 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.

IX. GENERAL PROVISIONS

32. In consideration for Restaurant 13, Inc.'s timely performance of all of its obligations under this Agreement, the United States agrees to discontinue the Compliance Review of Barbuzzo Restaurant, and shall not initiate a civil law suit regarding any violations of the ADA specifically identified in section III above, except as provided in the Enforcement portion of this Agreement. Nothing in this paragraph shall limit in any way Barbuzzo Restaurant's obligations concerning future alterations set forth in paragraphs 25 and 26 above. The United States reserves the right to investigate any complaint it receives concerning any Restaurant 13, Inc. restaurant, to initiate future compliance reviews concerning any Restaurant 13, Inc. restaurant(s) with respect to any aspect of any Restaurant 13, Inc. 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 Restaurant 13, Inc. restaurant, or commences any future compliance review concerning any Restaurant 13, Inc. restaurant, nothing in this Agreement shall limit the scope of any investigation or compliance review of the Restaurant 13, Inc. restaurant(s) or preclude the United States from seeking relief beyond that required under this Agreement.

33. A copy of this Agreement shall be made available to any person upon request and may, at the sole discretion of the United States, be posted on www.ada.gov and/or other government websites.

34. The Effective Date of this Agreement is the date of the last signature on the Agreement. The term of this Agreement is four years from the Effective Date.

35. This Agreement memorializes the commitments made by Restaurant 13, Inc. to increase accessibility of the Restaurant 13, Inc. restaurants and the terms under which the United States has agreed to conclude this particular Compliance Review of Barbuzzo Restaurant without further review or enforcement action. This Agreement is not intended to certify or signify, however, that any Restaurant 13, Inc. 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 Restaurant 13, Inc. restaurant's continuing responsibility and obligation to comply with all aspects of the ADA.

36. 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.

37. This Agreement does not constitute an admission by Restaurant 13, Inc. of non-compliance with any provision of the ADA.

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

39. 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.

40. 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

DATED: 9/8/2017 BY:



LOUIS D. LAPPEN
Acting United States Attorney


MARGARET L. HUTCHINSON
Assistant United States Attorney
Chief, Civil Division


JACQUELINE C. ROMERO
Assistant United States Attorney
JOHN T. CRUTCHLOW
Assistant United States Attorney

RESTAURANT 13, INC.

DATED: 8/25/17 BY:


MARCIE TURNEY
President