



U.S. Department of Justice

*United States Attorney
Eastern District of Pennsylvania*

VOLUNTARY COMPLIANCE AGREEMENT

between

THE UNITED STATES OF AMERICA

and

**GARCES RESTAURANT GROUP, INC.
(Department of Justice DJ Numbers
202-62-375; 202-62-380; and 202-62-387)**

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, Garces Restaurant Group, Inc. ("GRG") owns and operates fourteen restaurants (collectively the "GRG Restaurants"), including ten restaurants in Philadelphia, Pennsylvania;

WHEREAS, as part of the Compliance Review, the United States requested information from GRG regarding three of the restaurants that GRG owns and operates in Philadelphia, Pennsylvania: (1) Amada, located at 217-219 Chestnut Street in Philadelphia, (2) Tinto, located at 114-116 South 20th Street in Philadelphia, and (3) Village Whisky, located at 118 South 20th Street in Philadelphia;

WHEREAS, the United States conducted a limited site inspection of certain features and facilities within Amada, Tinto, and Village Whisky, and met with representatives of GRG;

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

WHEREAS, in light of the actions taken by GRG to date to comply with the ADA, the actions taken by GRG during the period of the Compliance Review, and the actions that GRG has agreed to take within the next three 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 GRG as a result of this Compliance Review; and

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

I. APPLICATION AND PARTIES BOUND

1. Amada, Tinto, and Village Whisky are each places of public accommodation within the meaning of 42 U.S.C. § 12181(7) because, among other things, they are each "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. GRG is a public accommodation within the meaning of Title III of the ADA because it owns and operates Amada, Tinto, and Village Whisky 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 GRG and each of its parents, subsidiaries, agents and employees. In the event GRG seeks to transfer or assign all or part of their interest in Amada, Tinto, and/or Village Whisky, and the successor or assignee intends on carrying on the same or similar use of the facility, as a condition of sale GRG 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 Amada, Tinto, and Village Whisky. 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 CFR 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 CFR part 1191). 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 any GRG 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. §§ 35.151(b), 36.402.

III. AMADA

AMADA MAIN PUBLIC ENTRANCE

8. GRG shall ensure, to the maximum extent feasible, that Amada's main public entrance facing Chestnut Street (the "Amada Chestnut Street Entrance") or the designated alternate entrance facing Strawberry Street (the "Amada Strawberry Street Entrance") is accessible to, and usable by, persons with disabilities, including persons using wheelchairs or other mobility aids.

9. GRG can satisfy the requirements of paragraph 8 by taking the following steps within sixty (60) days following the effective date of this agreement:

- a. GRG shall post signage showing the International Symbol of Accessibility at the entrance to Amada facing Strawberry Street (the "Amada Strawberry Street Entrance"). GRG shall also post directional signage at the main public entrance facing Chestnut Street indicating the location of the accessible alternate entrance facing Strawberry Street. See 2010 Standards §§ 206.2.1, 216.6, 703. GRG shall notify the United States, through undersigned counsel, in writing if it makes any alteration to the Amada Strawberry Street Entrance during the term of this Agreement.
- b. GRG shall keep the Amada Strawberry Street Entrance clear of cleaning equipment and other movable obstructions at all times when Amada is open for business.
- c. GRG shall formalize and implement a practice and policy at Amada of opening both leaves of the door at the Amada Strawberry Street Entrance as needed for individuals with disabilities. GRG shall memorialize this practice and policy in writing as part of its efforts to provide services to individuals with disabilities. GRG shall install an ADA compliant sign on the exterior of Amada near the Amada Strawberry Street Entrance to notify the public of this policy.
- d. GRG shall install a buzzer or bell, no higher than 48 inches above the finished ground, at the Amada entrance facing Chestnut Street and the Amada Strawberry Street Entrance that customers can use to alert the staff at Amada of the need for assistance entering Amada.

- e. GRG shall post on the Amada website notice of GRG's practices and policies regarding how customers with disabilities may enter Amada and request assistance from Amada staff when necessary, including the existence of the Amada Strawberry Street Entrance, the buzzer/bells referenced in paragraph 9(d) above, and the need to request assistance to open both of the leaves of the Amada Strawberry Street Entrance.

AMADA HOST STATION

10. GRG shall ensure that the routes from the Amada Strawberry Street Entrance to the host station and from the host station to the accessible seating areas in Amada are accessible to, and usable by, persons with disabilities, including persons using wheelchairs or other mobility aids. For purposes of this Agreement, GRG shall be considered in compliance with this paragraph if it maintains its host station in the condition as it existed at the time of the inspection by the United States on June 15, 2015. GRG shall notify the United States, through undersigned counsel, in writing if it makes any alteration of the host station, or any alteration of accessible routes from the Amada Strawberry Street Entrance to the host station and from the host station to the accessible seating areas, during the term of this Agreement. *See* 2010 Standards §§ 206.2.4 and Chapter 4.

AMADA DINING AND BAR AREAS

11. GRG shall ensure that 5% of the total number of seating or standing locations in Amada'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.

12. Accessible seating shall be distributed throughout the Amada in compliance with the 2010 Standards § 226.2.

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

- a. The clear floor space and knee clearance is not accessible at the tables with detached benches near the front windows facing Chestnut Street. *See* the Title III Regulations § 36.302(a) and the 1991 Standards §§ 4.32.2 and 4.32.3.
- b. The route to these two tables is not firm, stable and slip resistant. The wood flooring ends about two feet from where these tables are located and is replaced by a floor covering consisting of loose stones. *See* the Title III Regulations § 36.203(b) and the 1991 Standards §§ 4.1.6(1)(a) and 4.5.1.
- c. An accessible route is not provided to the "Chef's Table" dining area which is located up two un-ramped steps from the main level, with a total rise of 12 inches. The main level does not provide a dining area with the same services and décor as the Chef's Table which provides unique views overlooking the cooking in the open kitchen. *See* the 1991 Standards § 5.4.

- d. The Chef's Table counter at which food and/or drink is served to customers seated on stools exceeds 34 inches in height (at 39 inches above the finish floor ("AFF") to the top of the counter at one end and at 36.5 inches AFF at the other end) 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. Nor are there accessible tables within the same area allowing the views of the chefs working in the kitchen. *See the 1991 Standards §§ 5.2, 4.32.3, and 4.32.4.*
 - e. An accessible route is not provided to the private dining room on the upper level which is accessed only by two un-ramped steps and then a running slope of 11.9%. There is no other dining area with the same services and décor as the private dining room which has two tables seating approximately ten persons each. There are curtains that can be closed at the entrance to this private dining area and such privacy is not provided in any other dining area of the restaurant. *See the 1991 Standards § 5.4.*
 - f. The outdoor dining tables are not accessible because the clear floor space is not at least 30 inches wide and the knee clearance at a typical outdoor dining table Chestnut Street outside of Amada is only nine inches deep at the round leg support part way down the four legs. *See the Title III Regulations § 36.302(a) and the 1991 Standards §§ 4.32.2 and 4.32.3.*
14. GRG can satisfy the requirements of paragraph 13 of this agreement by taking the following steps unless otherwise noted below:
- a. Within 120 days of the effective date of this agreement, GRG shall install a dining table 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") overlooking Chestnut Street in the bar area on the west side of Amada and offer the same services at the accessible dining table that are offered (a) at the tables described in paragraph 14(a)-(b) above; and (b) are offered at the bar.
 - b. Within 120 days of the effective date of this agreement, GRG will lower the entire Chef's Table counter referenced in paragraphs 13(c)-(d) above so that it is positioned between 28 inches and 34 inches AFF.
 - c. Within 30 days of the effective date of this agreement, GRG will provide at least one accessible dining table for outdoor seating on Chestnut Street with the other outdoor seating at all times when Amada offers outdoor seating. Such accessible dining table shall seat at least four people. GRG shall be required to provide the accessible dining table outdoors anytime Amada is providing any outdoor seating.

- d. Amada shall maintain an accessible route from an accessible entrance to a private dining area that is similar in size, and offers the same services and décor, as the upper level private dining area near the Strawberry Street Entrance.

AMADA RESTROOMS

- 15. GRG shall ensure that there is an accessible route from each accessible seating location to the accessible restrooms. *See* 2010 Standards §§ 206.2.4 and Chapter 4.
- 16. GRG can satisfy the accessible route requirement stated in paragraph 15 if, within 120 days of the effective date of this agreement, it bevels the change in level at the flooring near the entrance to the corridor in which the restrooms are located with a slope not steeper than 1:2.
- 17. GRG shall provide at Amada a minimum of one accessible restroom for each sex or a minimum of one accessible unisex restroom. *See* 2010 Standards §§ 206.5, 213, 304.3, 404, 603, 604. Specifically, GRG shall remove the following barriers to accessibility, which the United States observed during its June 15, 2015 site inspection:
 - a. A sign identifying the restroom in raised characters and Braille is not provided on the wall adjacent to the latch side of the door. *See* the 1991 Standards §§ 4.1.3(16)(a), 4.30.1, 4.30.4, 4.30.5 and 4.30.6.
 - b. The women's restroom has six toilet stalls but lacks an ambulatory accessible stall which is required when a restroom has six or more stalls. *See* the 1991 Standards §§ 4.1.3(11) and 4.23.4. *See* the 2010 Standards §§ 213.3.1 and 604.8.2 and Fig. 604.8.2.
 - c. In both restrooms, the hardware on the designated wheelchair accessible stall requires tight grasping and twisting of the wrist. *See* the 1991 Standards §§ 4.19.5 and 4.27.4. *See* the 2010 Standards §§ 213.3.4, 606.4 and 309.4.
 - d. In both restrooms, faucets that operate with one hand with no more than five pounds of force and do not require tight grasping, pinching, or twisting of the wrist must be provided. *See* the 2010 Standards §§ 213.3.4, 606.4 and 309.4.
 - e. In both restrooms, the coat hook in the designated wheelchair accessible toilet stall exceeds 54 inches AFF for a side reach. *See* the 1991 Standards §§ 4.1.3(11), 4.22.7, 4.27.3, 4.2.6 and Fig. 6.
 - f. In both restrooms, a lavatory with clear floor space and knee and toe clearance is not provided. *See* the 1991 Standards §§ 4.1.3(11), 4.22.6 and 4.19.

- g. In both restrooms, the mirror above the lavatory is mounted with the bottom edge of its reflecting surface 52 inches AFF. *See* the 1991 Standards §§ 4.1.3(11), 4.22.7, 4.27.3, 4.2.6 and Fig. 6.
- h. In both restrooms, the hot water delivery and waste pipes under the lavatory are not insulated or otherwise configured to protect against contact. *See* the 1991 Standards §§4.1.3(11), 4.22.6, and 4.19.4; *see* the 2010 Standards §§ 213.3.4 and 606.5.
- i. The change in level at the entrance threshold is ½ inch high and is not beveled. *See* the 1991 Standards §§ 4.1.2(1), 4.1.3(8), 4.3.8 and 4.5.2.

18. GRG can satisfy the requirements of paragraph 17 of this agreement by taking the following steps:

- a. Within 60 days of the effective date of this agreement, GRG shall install identification signs in raised characters and Braille located alongside the door to Amada's men's and women's restrooms 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 Standards §§ 216.2, 703.1-703.5.
- b. Within 120 days of the effective date of this agreement, GRG shall provide an ambulatory accessible stall in Amada's women's restroom that complies with § 604.8.2 of the 2010 Standards. GRG shall convert two of the existing stalls into one stall.
- c. Within 60 days of the effective date of this agreement, GRG shall provide hardware for the designated wheelchair accessible stalls in Amada's men's and women's restrooms that does not require tight grasping and twisting of the wrist consistent with the 2010 Standards §§ 213.3.4, 606.4 and 309.4.
- d. Within 60 days of the effective date of this agreement, GRG shall provide hardware for the faucets in Amada's men's and women's restrooms that can be operated with one hand with no more than five pounds of force and do not require tight grasping, pinching or twisting of the wrist consistent with the 2010 Standards §§ 213.3.4, 606.4 and 309.4.
- e. Within 60 days of the effective date of this agreement, GRG shall provide a coat hook in the designated wheelchair accessible toilet stalls in Amada's men's and women's restrooms between 15 inches and 48 inches AFF for an unobstructed forward or side reach consistent with the 2010 Standards §§ 213.3.7, 603.4 and 308.
- f. Within 120 days of the effective date of this agreement, GRG shall remove the toe impediment beneath the lavatory in Amada's men's and women's restrooms in order to provide clear floor space positioned for a forward approach and appropriate knee and toe clearance consistent with the 2010 Standards §§ 213.3.4, 606, 305 and 306.

- g. Within 60 days of the effective date of this agreement, GRG shall install a full-length mirror in Amada's men's and women's restrooms consistent with the 2010 Standards §§ 213.3.7, 603.4 and 308.
- h. Within 60 days of the effective date of this agreement, GRG shall insulate the water supply and drain pipes under the lavatories in Amada's men's and women's restrooms consistent with the 2010 Standards §§ 213.3.4 and 606.5.
- i. Within 120 days of the effective date of this agreement, GRG shall bevel the change in level at the entrance thresholds of Amada's men's and women's restrooms with a slope not steeper than 1:2 consistent with the 2010 Standards §§ 206.2.1, 206.4.1, 402.2, 403.4 and 303.

IV. TINTO

TINTO MAIN PUBLIC ENTRANCE

19. GRG shall ensure that Tinto's main public entrance, located in 116 South 20th Street and facing South 20th Street (the "Tinto 20th Street Entrance"), is accessible to, and usable by, persons with disabilities, including persons using wheelchairs or other mobility aids.

20. GRG can satisfy the requirements of paragraph 19 by completing the following steps:

- a. GRG shall continue its existing practice of opening both leaves of the door as needed for individuals with disabilities and shall, within 60 days following the effective date of this agreement, memorialize that practice in its written policies regarding ADA compliance at Tinto;
- b. GRG shall, within 60 days following the effective date of this agreement, install an ADA complaint sign on the exterior of the building notifying the public that both leaves of the door will be opened for individuals with disabilities, and shall place a notice of the same on Tinto's website;
- c. GRG shall, within 60 days following the effective date of this agreement, install a buzzer or bell, no higher than 48 inches above the finished ground at the Tinto 20th Street Entrance that customers can use to alert staff of the need for assistance entering Tinto;
- d. GRG shall, within 120 days following the effective date of this agreement, bevel the change in level at the threshold inside the Tinto 20th Street Entrance with a slope not steeper than 1:2.

TINTO HOST STATION

21. GRG shall ensure that the routes from the Tinto 20th Street Entrance to the host station and from the host station to the accessible seating area in Tinto are accessible to, and usable by, persons with disabilities, including persons using wheelchairs or other mobility aids. For purposes of this Agreement, GRG shall be considered in compliance with this paragraph if it maintains Tinto's host station in the condition as it existed at the time of the inspection by the United States on June 15, 2015. GRG shall notify the United States, through undersigned counsel, in writing if it makes any alteration of Tinto's host station, or any alteration of accessible routes from the Tinto 20th Street Entrance to the host station and from the host station to the accessible seating area, during the term of this Agreement. *See* 2010 Standards §§ 206.2.4 and Chapter 4.

TINTO DINING AND BAR AREAS

22. GRG shall ensure that 5% of the total number of seating or standing locations in Tinto'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.

23. Accessible seating shall be distributed throughout Tinto in compliance with the 2010 Standards § 226.2.

24. GRG shall remove the following barriers to accessibility, which the United States observed during its June 15, 2015 site inspection of Tinto:

- a. The required clear floor space and knee clearance is not provided at the four and six seat tables with upholstered benches in the main dining room in 116 South 20th Street. *See* the Title III Regulations § 36.302(a) and the 1991 Standards §§ 4.32.2 and 4.32.3.
- b. An accessible route is not provided to the bar and dining area on the mezzanine level in 114 South 20th Street. The street level at 116 South 20th Street does not provide a bar area with the same services and décor as the bar and drink rails with window views overlooking 20th Street. The mezzanine level is up five un-ramped steps for a total rise of 40 inches. *See* the 1991 Standards § 5.4.
- c. The bar counter in the same area as the bar in 114 South 20th Street at which food and/or drink is served to customers seated on stools or standing at the counter exceeds 34 inches in height (at 42 inches AFF to the top of the counter) 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.
- d. There are no accessible tables or drink rails within the same area at which service is available. The tables in the same area as the bar counter are all "high top" table with their table tops measuring 40¾ inches and 41¾ inches AFF. Each of these tables in the same area as the bar also has a foot rest that blocks the required knee clearance.

- e. The three drink rails near the bar, including the drink rail that provides a unique view of South 20th Street, are not accessible. The top of each drink rail is a continuous height of 38 to 42 inches AFF. *See* the 1991 Standards §§ 5.2, 4.32.3, and 4.32.4.
- f. An accessible route is not provided to the private dining room and restroom on the upper level which is accessed only by a flight of stairs containing twenty steps. The street level does not provide a dining area with the same services and décor as the private dining room. *See* the 1991 Standards § 5.4; 2010 Standards § 206.2.5.
- g. The stairway to the upper level in 114 South 20th Street does not have a handrail on both sides. *See* the 1991 Standards §§ 4.1.3(4), 4.1.6 (1)(b), 4.9.4 and 4.26.
- h. The diameter or width of the gripping surface of the stair handrail is not 1¼ inches to 1½ inches (at approximately 8 inches by 2 inches) and the shape does not provide an equivalent gripping surface. *See* the 1991 Standards §§ 4.1.3(4), 4.1.6(1)(b), 4.9.4 and 4.26.2.
- i. Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6¼ inches maximum, and a cross section dimension of 2¼ inches maximum. *See* the 2010 Standards §§ 210.1, 504.6 and 505.7.2.
- j. The diameter or width of the gripping surface of the stair handrail in the stairway to the lower level in 116 South 20th Street is not 1¼ inches to 1½ inches (at approx. 2 1/4 inches by 1 inch) and the shape does not provide an equivalent gripping surface. *See* the 1991 Standards §§ 4.1.3(4), 4.1.6 (1)(b), 4.9.4 and 4.26.2.

25. GRG can satisfy the requirements of paragraph 24 of this agreement by taking the following steps unless otherwise noted below:

- a. GRG shall, within 120 days of the effective date of this agreement, install at least one accessible dining table in 116 South 20th Street that seats at least four to six people.
- b. GRG shall, within 120 days of the effective date of this agreement, install an accessible dining table in 114 South 20th Street within close proximity to the bar.
- c. The same services offered at the bar shall be offered at the accessible table in 114 South 20th Street and at the accessible table in 116 South 20th Street.
- d. GRG shall, within 120 days of the effective date of this agreement, install a handrail in the stairway to the upper level in 114 South 20th Street that complies with the 2010 Standards unless such a railing cannot be installed without violating an applicable building code.

- e. GRG shall, within 60 days of the effective date of this agreement, install a handrail in the stairway to the lower level in 114 South 20th Street that complies with the 2010 Standards unless such a railing cannot be installed without violating an applicable building code.

TINTO RESTROOMS

26. GRG shall ensure that there is an accessible route from each accessible seating location to the accessible restrooms. *See* 2010 Standards §§ 206.2.4 and Chapter 4.

27. GRG shall provide at Tinto a minimum of one accessible restroom for each sex or a minimum of one accessible unisex restroom. *See* 2010 Standards §§ 206.5, 213, 304.3, 404, 603, 604. Specifically, GRG shall remove the following barriers to accessibility, which the United States observed during its June 15, 2015 site inspection:

- a. A sign identifying the restroom in raised characters and Braille is not provided for the upper level unisex restroom in 114 South 20th Street. *See* the 1991 Standards §§ 4.1.3(16)(a), 4.30.1, 4.30.4, 4.30.5 and 4.30.6.
- b. The change in level at the entry door threshold at the upper level unisex restroom in 114 South 20th Street is 3/4 inch high and is not beveled. *See* the 1991 Standards §§ 4.1.6(1)(b), 4.13.8 and 4.5.2.
- c. The hardware on the entry door to the upper level unisex restroom in 114 South 20th Street is a knob which requires tight grasping and twisting of the wrist. *See* the 1991 Standards §§ 4.1.6(1)(b), 4.1.3(7)(c) and 4.13.9. *See* the 2010 Standards §§ 206.5.2, 404.2.7 and 309.4.
- d. A lavatory with clear floor space and knee and toe clearance is not provided. *See* the 1991 Standards §§ 4.1.6(e), 4.22.6 and 4.19.
- e. A sign identifying the toilet room in raised characters and Braille is not provided on the wall adjacent to the latch side of the door at the unisex restroom in 116 South 20th Street. *See* the 1991 Standards §§ 4.1.3(16) (a), 4.30.1, 4.30.4, 4.30.5 and 4.30.6.
- f. The flush control is on the narrow side of the toilet in the unisex restroom in 116 South 20th Street. *See* the 1991 Standards §§ 4.1.3(11), 4.16.5.
- g. The mirror above the lavatory in the unisex restroom in 116 South 20th Street is mounted with the bottom edge of its reflecting surface 51.5 inches above the finish floor. *See* the 1991 Standards §§ 4.1.3(11), 4.22.7, 4.27.3, 4.2.6 and Fig. 6.
- h. The hot water delivery and waste pipes under the lavatory in the unisex restroom in 116 South 20th Street are not insulated or otherwise configured to protect against contact. *See* the 1991 Standards §§ 4.1.3(11), 4.22.6, and 4.19.4. *See* the 2010 Standards §§

213.3.4 and 606.5.

- i. The lavatory faucet in the unisex restroom in 116 South 20th Street requires tight grasping and twisting of the wrist. See the 1991 Standards §§ 4.19.5 and 4.27.4. See the 2010 Standards §§ 213.3.4, 606.4 and 309.4.

28. GRG can satisfy the requirements of paragraph 27 of this agreement by taking the following steps:

- a. Within 60 days of the effective date of this agreement, GRG shall install an identification sign in raised characters and Braille located alongside the door 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 §§ 216.2, 703.1-703.5, at both the upper level unisex restroom in 114 South 20th Street and at the unisex restroom in 116 South 20th Street.
- b. Within 60 days of the effective date of this agreement, GRG shall provide a toilet that has its flush control on the wide side of the toilet or provide a toilet with an automatic flush control in the unisex restroom in 116 South 20th Street.
- c. Within 60 days of the effective date of this agreement, GRG shall install a full length mirror in the unisex restroom in 116 South 20th Street.
- d. Within 60 days of the effective date of this agreement, GRG shall insulate the water supply and drain pipes under the lavatory in the unisex restroom in 116 South 20th Street.
- e. Within 60 days of the effective date of this agreement, GRG shall provide hardware for the lavatory faucets in the unisex restroom in 116 South 20th Street that can be operated with one hand with no more than five pounds of force and do not require tight grasping, pinching, or twisting of the wrist.
- f. Within 120 days of the effective date of this agreement, GRG shall bevel the change in level at the entry door threshold at the upper level unisex restroom in 114 South 20th Street with a slope not steeper than 1:2.
- g. Within 60 days of the date of this order, GRG shall provide hardware for the entry door to the upper level unisex restroom in 114 South 20th Street that does not require tight grasping and twisting of the wrist.
- h. Within 120 days of the effective date of this agreement, GRG shall remove the toe impediment beneath the lavatory in the upper level unisex restroom in 114 South 20th Street in order to provide clear floor space positions for a forward approach and knee and toe clearance.

V. VILLAGE WHISKY

VILLAGE WHISKY MAIN PUBLIC ENTRANCE

29. GRG shall ensure that Village Whisky's main public entrance facing South 20th Street (the "Village Whisky 20th Street Entrance") is accessible to, and usable by, persons with disabilities, including persons using wheelchairs or other mobility aids.

30. GRG can satisfy the requirements of paragraph 29 by taking the following steps:
- a. GRG shall continue its existing practice of opening both leaves of the door as needed for individuals with disabilities and shall, within sixty (60) days following the effective date of this agreement, memorialize that practice in its written policies regarding ADA compliance at Village Whisky;
 - b. GRG shall, within sixty (60) days following the effective date of this agreement, install an ADA complaint sign on the exterior of the building at the Village Whisky 20th Street Entrance notifying the public that both leaves of the door will be opened for individuals with disabilities, and shall place a notice of the same on Village Whisky's website; and
 - c. GRG shall, within sixty (60) days following the effective date of this agreement, install a buzzer or bell, no higher than 48 inches above the finished ground at the Village Whisky 20th Street Entrance that customers can use to alert staff of the need for assistance entering Village Whisky.

VILLAGE WHISKY HOST STATION

31. GRG shall ensure that the route from the entrance to the host station and from the host station to the accessible seating area in Village Whisky are accessible to, and usable by, persons with disabilities, including persons using wheelchairs or other mobility aids. For purposes of this Agreement, GRG shall be considered in compliance with this paragraph if it maintains Village Whisky's host station in the condition as it existed at the time of the inspection by the United States on June 15, 2015. GRG shall notify the United States, through undersigned counsel, in writing if it makes any alteration of Village Whisky's host station, or any alteration of accessible routes from the entrance to the host station and from the host station to the accessible seating area, during the term of this Agreement. See 2010 Standards §§ 206.2.4 and Chapter 4.

VILLAGE WHISKY DINING AND BAR AREAS

32. GRG shall ensure that 5% of the total number of seating or standing locations in Village Whisky'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.

33. Accessible seating shall be distributed throughout Village Whisky in compliance with the 2010 Standards § 226.2.

34. GRG shall remove the following barriers to accessibility, which the United States observed during its June 15, 2015 site inspection of Village Whisky:

- a. 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 (at 42 inches AFF to the top of the counter) 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.
- b. There are no accessible tables within the same area at which service is available. The tables in the same area as the bar counter are all "high top" tables with their table tops measuring 40¾ inches and 41¾ inches AFF. Each of these tables in the same area as the bar also has a foot rest that blocks the required knee and toe clearance. *See* the 1991 Standards §§ 5.2, 4.32.3, and 4.32.4.
- c. The outdoor tables are not accessible. The clear floor space is not at least 30 inches wide and the knee clearance at a typical outdoor dining table on the street outside of Village Whiskey is only 9 inches deep at the round leg support part way down the four legs. *See* the Title III Regulations § 36.302(a) and the 1991 Standards §§ 4.32.2 and 4.32.3.

35. GRG can satisfy the requirements of paragraph 34 of this agreement by taking the following steps:

- a. GRG shall, within 120 days of the effective date of this agreement, lower the counter in the dining area next to the bar so that it is positioned between 28 inches and 34 inches AFF with a clear floor space that is at least 30 inches wide by 48 inches deep positioned for a forward approach and knee and toe clearance extending a minimum of 17 inches and offer the same services at that counter that are offered at the bar and in the restaurant.
- b. GRG shall, within 30 days of the effective date of this agreement, have at least one accessible dining table located with the outdoor seating offered on Sansom Street at all times when Village Whisky offers outdoor seating. The accessible dining table shall seat at least four people.

VILLAGE WHISKY RESTROOMS

36. GRG shall ensure that there is an accessible route from each accessible seating location in Village Whisky to the accessible restrooms. *See* 2010 Standards §§ 206.2.4 and Chapter 4.

37. GRG shall provide at Village Whisky a minimum of one accessible restroom for each sex or a minimum of one accessible unisex restroom. *See* 2010 Standards §§ 206.5, 213, 304.3, 404, 603, 604. Specifically, GRG shall remove the following barriers to accessibility, which the United States observed during its June 15, 2015 site inspection:

- a. A sign identifying the unisex restroom in raised characters and Braille is not provided on the wall adjacent to the latch side of the door. *See* the 1991 Standards §§ 4.1.3(16)(a), 4.30.1, 4.30.4, 4.30.5 and 4.30.6.
- b. The flush control is on the narrow side of the toilet. *See* the 1991 Standards §§ 4.1.3(11), 4.16.5.
- c. The mirror above the lavatory is mounted with the bottom edge of its reflecting surface 54 inches AFF. *See* the 1991 Standards §§ 4.1.3(11), 4.22.7, 4.27.3, 4.2.6 and Fig. 6.

38. GRG can satisfy the requirements of paragraph 37 of this agreement by taking the following steps:

- a. Within 60 days of the effective date of this agreement, GRG shall install identification signs in raised characters and Braille located alongside the door to Village Whisky's unisex restroom 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 §§ 216.2, 703.1-703.5.
- b. Within 60 days of the effective date of this agreement, GRG shall provide a toilet in the unisex restroom that has its flush control on the wide side of the toilet or provide a toilet with an automatic flush control.
- c. Within 60 days of the effective date of this agreement, GRG shall provide a full length mirror in the unisex restroom.

VI. GRG POLICIES, PRACTICES, AND PROCEDURES

39. GRG shall establish and/or maintain a written policy for all of the restaurants that GRG owns and/or operates specifically addressing the provision of services to individuals with disabilities.

40. GRG'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 GRG Restaurant shall have ready access to information about that GRG 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 GRG Restaurants must be maintained in good working order (*see* 28 C.F.R. § 36.302);
- (d) At GRG 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) GRG employees will receive basic training on providing services to persons with disabilities in each GRG 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 GRG Restaurants shall be trained to offer assistance, upon request, to persons with disabilities who may need assistance in using the services of GRG Restaurants (*see* 28 C.F.R. § 36.302(a));
- (g) Staff at all GRG 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 GRG 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 GRG 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 GRG 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)).

VII. FUTURE ALTERATIONS AND NEW GRG RESTAURANTS

41. GRG acknowledges and agrees that any future alteration of any restaurant owned or operated by GRG "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). GRG 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). GRG agrees to notify the United States, in writing, of any future alterations to Amada, Tinto and Village Whisky commenced during the term of this Agreement, other than those alterations specifically identified in sections III, IV, or V of this agreement, and shall, in that notification, specify the steps taken to ensure that the alterations, including the path of travel to the altered areas, comply with the Standards to the maximum extent feasible.

42. GRG shall ensure that each place of public accommodation located in the United States or its territories that GRG begins to operate and/or of which GRG becomes the owner after the effective date of this agreement complies with the ADA.

VIII. ADA COMPLIANCE SELF-REVIEW OF GRG RESTAURANTS

43. Within 24 months of the effective date of this agreement, GRG shall conduct a self-review of each GRG Restaurant located in the United States or its territories, excluding the Amada, Tinto and Village Whisky locations covered by provisions III, IV, and V of this Agreement, to identify all violations of the ADA that exist in each GRG Restaurant and shall correct all such violations. As part of this review, GRG shall:

- a. Retain, at GRG's expense, a licensed architect with expertise in ADA compliance (the "ADA architect") for the purpose of inspecting each GRG Restaurant for its compliance with the ADA accessibility standards;
- b. Within 12 months of the effective date of this agreement, the ADA architect shall (i) inspect each GRG Restaurant; and (ii) shall provide a written report to GRG that identifies each barrier to accessibility, as defined by the applicable ADA Standards, in each GRG restaurant and proposes remedial measures that would eliminate each barrier to accessibility. The ADA architect shall sign and certify the accuracy of its report to GRG.
- c. Within 24 months of the effective date of this agreement, GRG 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, GRG shall provide the United States Attorney's Office with written confirmation that the steps required by this paragraph have been

completed.

IX. MONITORING AND COMPLIANCE

44. Within 120 days of the effective date of this Agreement, GRG shall provide the United States with written confirmation of all steps that GRG has taken pursuant to sections III, IV, V and VI of this Agreement.

45. Every year during the term of this Agreement on the anniversary date of the effective date of the Agreement, GRG shall produce to the United States a report identifying every complaint, whether formal or informal, received during the reporting period alleging that Amada, Tinto or Village Whisky was not being operated in compliance with the ADA or otherwise discriminated against any person on account of disability, attaching a copy of each such written complaint, and a description of GRG's response to the complaint.

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

47. 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 GRG Restaurant and communications with GRG Restaurant 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.

X. ENFORCEMENT

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

XI. GENERAL PROVISIONS

49. In consideration for GRG's timely performance of all of its obligations under this Agreement, the United States agrees to discontinue the Compliance Review of Amada, Tinto and Village Whisky, and shall not initiate a civil law suit regarding any alleged violations of the ADA specifically identified in sections III, IV, and V above, except as provided in the Enforcement portion of this Agreement. The United States reserves the right to investigate any complaint it receives concerning any GRG Restaurant, to initiate future compliance reviews concerning any GRG Restaurant(s) with respect to any aspect of any GRG 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 GRG Restaurant, or commences any future compliance review concerning any GRG Restaurant, nothing in this Agreement shall limit the scope of any investigation or compliance review of the GRG

Restaurant(s) or preclude the United States from seeking relief beyond that required under this Agreement.

50. 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 and/or other government website.

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

52. This Agreement memorializes the commitments made by GRG to increase accessibility of the GRG Restaurants and the terms under which the United States has agreed to conclude this particular Compliance Review of Amada, Tinto, and Village Whisky without further review or enforcement action. This Agreement is not intended to certify or signify, however, that any GRG 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 GRG 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.

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

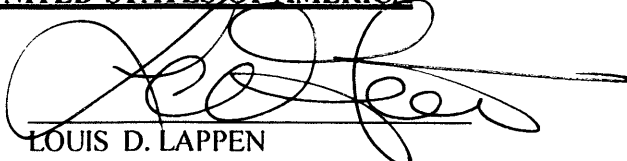
54. The individuals signing this Agreement represent that they are authorized to bind the parties to this Agreement.

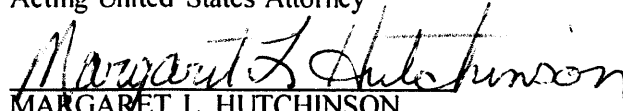
55. Failure by the United States to enforce the entire Agreement, with regard to any deadline or any other provision of the Agreement, shall not be construed as a waiver of its right to enforce any deadline or provision of the Agreement.

56. 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.

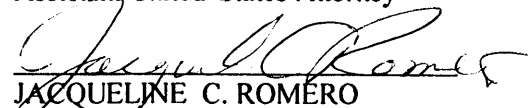
THE UNITED STATES OF AMERICA

DATED: 1/5/2017 BY:


LOUIS D. LAPPEN
Acting United States Attorney


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


JOHN T. CRUTCHLOW
Assistant United States Attorney


JACQUELINE C. ROMERO
Assistant United States Attorney

GARCES RESTAURANT GROUP, INC.

DATED: 1/6/17 BY:


Rob Keddle
Chief Executive Officer
Garces Restaurant Group, Inc.