

SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
BADRIVISHAL, LLC
DJ No. 202-58-141

I. INTRODUCTION

1. The parties to this Settlement Agreement are the United States of America and Badrivishal, LLC. (“Badrivishal”), a limited liability corporation incorporated in Ohio and headquartered at 600 Enterprise Drive, Lewis Center, Ohio 43035. Badrivishal owns the Holiday Inn Express Hotels & Suites (“Hotel”), located at 2010 Polaris Parkway, Columbus, Ohio 43240.
2. The United States Department of Justice (“Department”) is responsible for enforcing Title III of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. §§ 12181-12189, and its implementing regulation, 28 C.F.R. pt. 36.
3. Title III of the ADA prohibits discrimination on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201(a).
4. Badrivishal is a public accommodation because it is a private entity that owns, leases, or operates the Hotel which is a place of public accommodation as defined by 42 U.S.C. §§ 12181(6), (7); 28 C.F.R. § 36.104.

II. BACKGROUND

5. This matter was initiated by a complaint filed under Title III of the ADA with the Department.
6. The Complainant’s spouse, who has multiple sclerosis, is substantially limited in the major life activity of walking and uses a wheelchair.
7. The Complainant’s spouse is an individual with a disability within the meaning of 42 U.S.C. § 12102 and 28 C.F.R. § 36.105.
8. Complainant made the following allegations: The Complainant’s family planned to spend the Thanksgiving holiday with family in Columbus, Ohio. The Complainant called the Hotel and made reservations. Hotel staff represented that it had two accessible rooms with roll-in showers and the Complainant reserved both: one for the Complainant’s spouse and one for Complainant’s parents. However, upon arrival at the Hotel neither room had a roll-in shower. The

Complainant's parents decided to stay despite the inadequate accommodations. The Complainant and the Complainant's spouse, however, had to find another hotel with an accessible shower that would accommodate the wheelchair. They spent the Thanksgiving holiday at another hotel some distance from their parents and family. The Complainant and the Complainant's spouse experienced emotional distress because of the hotel's failure to comply with Title III of the ADA and the 2010 Standards for Accessible Design.

9. Badrivishal denies that it violated Title III of the ADA with regard to the Complainant or the Hotel. Badrivishal further states that the Hotel first opened in August 2011. Accordingly, the Hotel is subject to the 1991 ADA Standards for Accessible Design (the "1991 ADA Standards").
10. The parties agree that it is in their best interest, and the Department believes that it is in the public interest, to resolve this matter without further litigation. Accordingly, the parties have agreed to resolve this matter as set forth below.
11. In consideration of, and consistent with, the terms of this Agreement, the Attorney General agrees to refrain from filing a civil suit in this matter based on the facts alleged in paragraphs 6 through 8 and the findings and remedial obligations set out in paragraphs 15 through 23, except as provided in the section entitled "Implementation."

III. DEFINITIONS

12. "ADA" means the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., and its implementing regulations.
13. "2010 ADA Standards" means the 2010 ADA Standards for Accessible Design, which consist of the 2004 ADAAG (as set out in appendices B and D to 36 C.F.R. pt. 1191) and the requirements contained in subpart D of 28 C.F.R. pt. 36. See 28 C.F.R. § 36.104 (definitions). The 2010 ADA Standards and accompanying guidance, as well as the 1991 ADA Standards and guidance, can be found in their entirety at www.ada.gov.
14. "Alterations" and other forms of "alter" mean modification to a facility that has occurred since January 26, 1992, in a manner that affects or could affect the usability of that facility or part thereof, within the meaning of 42 U.S.C. § 12183(a)(2) and 28 C.F.R. §§ 36.402 and 403.

IV. REMEDIAL ACTION

15. In response to the complaint, the Department investigated the Hotel, including an on-site architectural survey and determined that certain aspects of the Hotel do not comply with the 1991 ADA Standards.
16. Within thirty-six (36) months of the date of this Agreement, Badrivishal will remediate the issues set forth in Attachment A in accordance with the 2010 Standards, including

Section 104.1.1. With regard to compliance with the accessible room dispersion requirements, the Parties agree that the addition of one mobility accessible 2-King Suite with tub to the current inventory of accessible rooms will satisfy these requirements.

17. Within three (3) months of the effective date of this Agreement, Badrivishal will retain an Independent Licensed Architect (“ILA”) pre-approved by the Department, who is knowledgeable about the architectural accessibility requirements of the ADA. The ILA must act independently to certify that the alterations, additions, or modifications made by Badrivishal during the term of this Agreement as set forth in Attachment A comply with the 2010 ADA Standards and this Agreement. Badrivishal will bear all costs and expenses of retaining and utilizing the ILA. Badrivishal will compensate the ILA without regard to the outcome.
18. In issuing certifications pursuant to this Agreement, the ILA will impartially prepare reports with photographs identifying the elements in Attachment A that have been remediated and will use the certification form at Attachment B. The ILA will be considered a neutral inspector for purposes of issuing certifications of compliance and will be reasonably available to the Department to discuss findings in the reports, photographs, and certifications. The Department may also, in its discretion, provide technical assistance to the ILA throughout the term of this Agreement. Badrivishal will notify the Department by email of inspections by the ILA at least fourteen (14) days before the inspection to allow representatives of the Department an opportunity to be present.
19. Badrivishal will submit ILA certifications along with its reporting requirements as set forth in this Agreement.
20. Within nine (9) months of the date of this Agreement, managers, front desk, and reservations staff at the Hotel shall undergo training regarding the ADA requirements to accommodate individuals with disabilities (the “Training”). Training shall include, at a minimum, how to maintain and operate the Hotel in a manner that ensures all guests with disabilities are afforded equivalent service. Badrivishal will provide a report to the Department within sixty (60) days of the training documenting the completion of and content of this training. Thereafter, all new managers, front desk, and reservations staff at the Hotel will receive the Training within forty-five (45) days of their hire date.
21. Thirteen (13) months after the effective date of this Agreement and once a year thereafter, Badrivishal will submit written reports to the Department summarizing its actions pursuant to this Agreement for the preceding twelve (12) months. Reports will include the ILA’s reports with certifications and photographs.
22. Badrivishal will not retaliate against or otherwise interfere with the rights of any individual for filing a complaint with the Department or otherwise exercising rights protected by the ADA. 42 U.S.C. § 12203(a).

23. Within thirty (30) days of the execution of this Agreement, the Department will provide Badrivishal with the names and address of the Complainant and the Complainant's spouse together with their signed releases and W-9 forms. Within forty-five (45) days after receiving signed releases from the Complainant and the Complainant's spouse, Badrivishal shall send each of them a check in the amount of ten thousand dollars (\$10,000) made out to each of them, for a total payment of twenty thousand dollars (\$20,000). Badrivishal shall provide written notification to counsel for the Department, including a copy of the checks, within seven (7) days of completing the actions described in this paragraph.

V. IMPLEMENTATION

24. This Settlement Agreement cannot be modified or amended except in writing, agreed to by the parties.
25. The Department may review compliance with this Agreement at any time. If the Department believes that this Agreement or any portion of it has been violated, it will notify Badrivishal and the parties will attempt to resolve the concerns in good faith. If the parties are unable to reach a satisfactory resolution of the issue(s) raised within thirty (30) days of the date that the Department provides notice to Badrivishal, the Department may institute a civil action in the appropriate federal district court to enforce this Agreement or the requirements of Title III.
26. It is a violation of this Agreement for Badrivishal to fail to comply in a timely manner with any of its requirements without obtaining advance written agreement from the Department for an extension of the relevant timeframe imposed by the Agreement.
27. Failure by the Department to enforce any provision or deadline in this Agreement shall not be construed as a waiver of the Department's right to enforce any deadline or provision of this Agreement. The Agreement, including Attachments A and B, constitutes the entire agreement between the parties on the matters raised herein, 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 written Agreement, will be enforceable under its provisions.
28. This Agreement is limited to the facts set forth above and does not purport to remedy or resolve any other existing or potential violations of the ADA or any other local or Federal law.
29. This Agreement does not affect Badrivishal's continuing responsibility to comply with all applicable aspects of Title III of the ADA.
30. This Agreement is a public document. A copy of this document will be made available to any person by Badrivishal upon request.
31. The provisions of this Agreement shall be deemed severable, and any invalidity or unenforceability of one or more of its provisions shall not affect the validity or enforceability of the other provisions herein.

32. This Agreement is binding on Badrivishal, including all principals, agents, executors, administrators, representatives, employees, successors in interest, beneficiaries, and assigns. In the event that Badrivishal seeks to sell, transfer, or assign all or part of its interest in the Hotel during the term of this Agreement, as a condition of sale, transfer, or assignment, Badrivishal will obtain the written agreement of the successor, buyer, transferee, or assignee to all obligations remaining under this Agreement for the remaining term of this Agreement.
33. The person signing this Agreement for Badrivishal represents that he is authorized to bind Badrivishal Hotel to this Agreement.
34. The effective date of this Agreement is the date of the last signature below. This Agreement will remain in effect for three (3) years from the effective date of this Agreement.

FOR BADIVISHAL, LLC.

/s/ Naresh V. Patel
NARESH V. PATEL
Badrivishal, LLC.
600 Enterprise Drive
Lewis Center, OH 43035

Date: 4/8/22

FOR THE UNITED STATES

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Dated: 5/4/22