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 15 UNITED STATES DISTRICT COURT  
 16 CENTRAL DISTRICT OF CALIFORNIA

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 18 SEAN GORECKI, an individual  
 19 Plaintiff,  
 20 v.  
 21 NORMS RESTAURANTS, LLC, *et al*,  
 22 Defendants.

Case No. 2:17-cv-01099-BRO (SK)

**CONSENT DECREE AND ORDER  
 FOR INJUNCTIVE, MONETARY  
 AND OTHER RELIEF**

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**CONSENT DECREE AND ORDER**

1. Plaintiff Sean Gorecki (“Gorecki” or “Plaintiff”) filed a Complaint (“Complaint”) on February 10, 2017, against Defendant, NORMS RESTAURANTS, LLC d/b/a “NORMS RESTAURANTS” (“Norms” or “Defendant”), alleging that Norms failed to design, construct, and maintain certain aspects of its website, www.NormsRestaurants.com and their various subdirectories (the “Subject Website”), in a manner that is fully accessible to and independently usable by Plaintiff and other blind or visually-impaired people. Plaintiff alleges this resulted in a denial of full and equal access to its Website, and the products and services offered on the Website, in violation of Title III of the Americans with Disabilities Act (“ADA”)(42 U.S.C. § 12101 et seq.) and California’s Unruh Civil Rights Act (“Unruh”)(Cal. Civil Code sec. 54), and deterred Plaintiff from visiting the Website and Norms’ brick and mortar restaurant locations.

2. Defendant denies the allegations in the Complaint, and by entering into this Consent Decree and Order does not admit liability to any of the allegations in Plaintiff’s Complaint filed in this action. The Parties enter into this Consent Decree and Order for the purpose of resolving this lawsuit without the need for protracted litigation, and without the admission of any liability.

3. To avoid the costs, expense, and uncertainty of protracted litigation, the Parties to this Consent Decree agree to entry of this Order to resolve all claims regarding injunctive relief and damages raised in the Complaint filed with this Court. Accordingly, they agree to the entry of this Order without trial or further adjudication of any issues of fact or law concerning Plaintiff’s claims for injunctive relief or damages.

4. This Order shall be a full, complete, and final disposition and settlement of Plaintiff’s claims against Defendant for injunctive relief and damages that have arisen out of the subject Complaint. The Parties agree that there has been no admission or finding of liability or violation of the ADA and/or California civil rights laws, and this Consent Decree and Order should not be construed as such.

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3 **I. JURISDICTION**

4 5. The Parties to this Consent Decree agree that the Court has jurisdiction of  
5 this matter pursuant to 28 USC §1331 for alleged violations of the Americans with  
6 Disabilities Act of 1990, 42 USC § 12101 *et seq.*, and pursuant to supplemental  
7 jurisdiction under 28 U.S.C. § 1367 for alleged violations of California Civil Code §§ 51  
8 *et seq.*

9 **II. INJUNCTIVE RELIEF**

10 6. Norms will, within two (2) years of the Effective Date, make good  
11 faith, reasonable efforts to cause the Subject Website to substantially comply with either  
12 Web Content Accessibility Guidelines (WCAG) 2.0 Level AA to the extent readily  
13 achievable. Notwithstanding the foregoing, Third Party Content on the Website will not  
14 be required to meet the WCAG 2.0 Level AA standard. The term “Third Party Content”  
15 refers to web content that is not developed or owned by Norms or any Releasee.

16 7. Norms will retain a qualified consultant to assist with assessment and  
17 recommendations for any necessary remediation to ensure compliance with Paragraph 6  
18 of this Consent Decree. Norms will convey any feedback Gorecki provides regarding the  
19 accessibility of the Website to its consultant for its consultant’s consideration. Any such  
20 feedback will be provided by counsel for Gorecki to counsel for Norms within thirty (30)  
21 days after the Effective Date.

22 **III. MONETARY RELIEF**

23 8. Defendant will provide as additional consideration in resolution of all claims  
24 that were or could have been made in this or any related action, a monetary sum, as set  
25 forth in a Confidential Addendum executed between the Parties separately from this  
26 Consent Decree. Plaintiff agrees that neither he nor his attorneys are entitled to any other  
27 monetary compensation as a result of the Complaint, this Consent Decree, or any other  
28 claim Plaintiff might have against Norms.

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2 **IV. ENTIRE CONSENT DECREE AND ORDER**

3 9. This Consent Decree and Order, together with the Confidential Addendum  
4 referenced in Paragraph 8, constitutes the entire agreement between the Parties on the  
5 matters of injunctive relief and damages, attorney fees, litigation expenses and costs, and  
6 no other statement, promise, or agreement, either written or oral, made by any of the  
7 Parties or agents of any of the Parties, that is not contained in this written Consent Decree  
8 and Order, shall be enforceable regarding the matters described herein.

9 **V. RELEASE OF CLAIMS**

10 10. For and in consideration of the promises, commitments and undertakings set  
11 forth in this Consent Decree, and for other good and valuable consideration, the receipt of  
12 which is hereby acknowledged, as of the Effective Date of this Consent Decree, Plaintiff,  
13 on behalf of himself and any of his agents, employees, representatives, assigns, heirs,  
14 executors, trustees, partners, attorneys, and each of them (“Releasers”), shall be deemed  
15 to have jointly and severally forever released and discharged Defendant, its affiliates and  
16 related entities, together with its and their respective past and present officers, directors,  
17 employees, agents, stockholders, attorneys, servants, representatives, parent entities,  
18 subsidiary entities, other related entities, partners, insurers, contractors, independent  
19 consultants (including any that assisted in creating or maintenance of the Subject  
20 Website), and the predecessors, successors, heirs, executors, administrators and assigns  
21 of each of the foregoing (“Releasees”), from any and all claims, causes of action, suits,  
22 demands, rights, liabilities, damages, lawsuits, legal proceedings, losses, fees, costs and  
23 expenses of any kind whatsoever, whether known or unknown, including, but not limited  
24 to, any monetary, injunctive or declaratory relief relating thereto, and for reimbursement  
25 of attorney’s fees, costs and expenses, including but not limited to matters relating to the  
26 Subject Website, Defendant’s other digital assets related to the Subject Website, and the  
27 Complaint (“Released Claims”). Plaintiff, on his own behalf and on behalf of the other  
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1 Releasees, acknowledges that Released Claims may include claims that are presently  
2 unknown, and that the release contained in this Consent Decree is intended to and does  
3 fully, finally and forever discharge all Released Claims, whether now asserted or  
4 unasserted, known or unknown, which arise out of or in connection with the Released  
5 Claims.

6 11. Plaintiff hereby expressly and knowingly waives and relinquishes any and  
7 all rights that he has or might have relating to the Released Claims under California Civil  
8 Code § 1542 (and under any and all other statutes or common law principles of similar  
9 effect) which reads as follows:

10 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
11 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR  
12 AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR  
13 HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH  
14 THE DEBTOR.

15 12. Plaintiff acknowledges that he may hereafter discover facts different from,  
16 or in addition to, those which he now believes to be true with respect to the Released  
17 Claims. On his own behalf and on behalf of all of the Releasees, Plaintiff agrees that the  
18 foregoing release and waiver shall be and remain effective in all respects notwithstanding  
19 such different or additional facts or discovery thereof, and that this Consent Decree  
20 contemplates the extinguishment of all such Released Claims. By executing this Consent  
21 Decree, Plaintiff acknowledges the following: (a) he is represented by counsel of his own  
22 choosing; (b) he has read and fully understands the provisions of California Civil Code §  
23 1542; and (c) he has been specifically advised by her/his counsel of the consequences of  
24 the above waiver and this Consent Decree generally.

25 13. Plaintiff expressly covenants that, as against any Releasee, he has not and  
26 will not in the future file, initiate, commence, institute, maintain, or prosecute any action  
27 at law, suit in equity or other proceeding, or seek damages or other relief incurred or  
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1 allegedly incurred by him, related to, arising out of, or in any way connected with the  
2 Complaint or any Released Claim, except for in relation to breach of this Consent Decree.

3 **VI. ORDER BINDING ON PARTIES AND SUCCESSORS IN INTEREST**

4 14. This Consent Decree and Order shall be binding on Plaintiff, Defendant and  
5 any successors in interest. The parties have a duty to so notify all such successors in  
6 interest of the existence and terms of this Consent Decree and Order during the period of  
7 the Court's jurisdiction of this Consent Decree and Order.

8 15. Signatories on the behalf of the Parties represent that they are authorized to  
9 bind the Parties to this Consent Decree and Order. This Consent Decree and Order may  
10 be signed in counterparts and a facsimile or email signature shall have the same force and  
11 effect as an original signature.

12 **VII. TERM OF THE CONSENT DECREE AND ORDER**

13 16. This Consent Decree and Order shall become Effective on the date the Order  
14 is signed by the Court ("Effective Date").

15 17. This Consent Decree and Order shall be in full force and effect and expire  
16 by its own terms at the end of 24 months from the Effective Date without further action  
17 by the Parties ("Expiration Date").

18 **VIII. SEVERABILITY**

19 18. If any term of this Consent Decree and Order is determined by any court to  
20 be unenforceable, the other terms of this Consent Decree and Order shall nonetheless  
21 remain in full force and effect.

22 **IX. RETENTION OF JURISDICTION AND ENFORCEMENT OF DECREE**

23 19. This Court shall have continuing jurisdiction to interpret and enforce this  
24 Consent Decree until the Expiration Date.

25 20. If either Party believes that the other Party has failed to comply with any  
26 provision of the Decree, the complaining Party shall notify the alleged non-complying  
27 Party in writing of such non-compliance and afford the alleged non-complying Party  
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1 thirty (30) days to remedy the non-compliance or satisfy the complaining Party that the  
2 alleged non-complying Party will comply within a certain period of time. If the alleged  
3 non-complying Party has not remedied the alleged non-compliance or satisfied the  
4 complaining Party that it has complied within that time, the Parties shall meet and confer  
5 regarding the non-compliance. If the Parties are unable to resolve the issue(s), the  
6 complaining Party may apply to the Court for appropriate relief. The Court may order  
7 appropriate relief should it determine that either Party has not complied with this Decree.  
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10 **AGREED:**

11 SEAN GORECKI

NORMS RESTAURANTS, LLC.

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14 \_\_\_\_\_ By: \_\_\_\_\_

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16 Date: \_\_\_\_\_

Date: \_\_\_\_\_

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19 IT IS SO ORDERED.

20 DATED: April 12, 2017

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22 By: \_\_\_\_\_



Honorable Beverly R. O'Connell  
United States District Court Judge

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