

**IN THE COURT OF COMMON PLEAS OF
LANCASTER COUNTY, PENNSYLVANIA**

Commonwealth of Pennsylvania,
By Attorney General Michelle Henry,

Petitioner,

v.

Round One Entertainment Inc.

Respondent.

CIVIL ACTION – EQUITY

Case No. _____

ASSURANCE OF VOLUNTARY COMPLIANCE

AND NOW, comes the Commonwealth of Pennsylvania, acting by Attorney General Michelle Henry, through the Civil Rights Enforcement Section (hereinafter “Commonwealth” and/or “Petitioner”), which investigated the business practices of Round One Entertainment Inc. (hereinafter “Round One,” “Round One Entertainment,” and/or “Respondent”) pursuant to the provisions of the Americans with Disabilities Act, 42 U.S.C. §12182 *et seq.* (ADA), the Pennsylvania Human Relations Act, 43 P.S. § 951, *et seq.* (PHRA), and the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* (Consumer Protection Law), and states the following:

DEFINITIONS

WHEREAS, for purposes of this Assurance of Voluntary Compliance (AVC), the following definitions shall apply:

- A. “Admissions Fees” include the cost of entry to Round One Entertainment facilities, as well as the additional entry fees associated with use of the “Spo-Cha” areas inside select Round One Entertainment facilities.

- B.** “Disability” means a physical or mental impairment that substantially limits one or more major life activities, as defined in 42 U.S.C. §12102(1) and 43 P.S. § 954(p.1).
- C.** “Effective Date” means the date on which this AVC is filed with the Court of Common Pleas of Lancaster County.
- D.** “Personal Care Attendant” means a person whose purpose is to provide assistance with daily activities and tasks for an individual with one or more disabilities. Personal Care Attendants assist with eating, dressing, toileting, communication, and mobility, as well as ensure the overall safety of the person that they are assisting.
- E.** “Round One,” “Round One Entertainment,” and/or “Respondent” mean Round One Entertainment Inc., as well as both the successors and assigns of Round One Entertainment Inc., with respect to the company’s current and future facilities within the Commonwealth of Pennsylvania.

PARTIES

WHEREAS, Petitioner is the Commonwealth of Pennsylvania, by Attorney General Michelle Henry, through the Civil Rights Enforcement Section, with offices throughout the Commonwealth, including Strawberry Square, 14th Floor, Harrisburg, Pennsylvania 17120.

WHEREAS, Round One Entertainment Inc., is a for-profit California corporation, which at all relevant times maintained a registered corporate address at 3070 Saturn Street, Suite 200, Brea, California 92821. Round One Entertainment operates entertainment and amusement facilities across Japan and the United States, including four Pennsylvania facilities located at 200 Park City Center, Lancaster, PA 17601; 1001 Market Street, Philadelphia, PA 19107; 172 Exton Square Parkway, Exton, PA 19341; and 5800 Peach Street, Erie, PA 16509.

BACKGROUND

WHEREAS, Respondent has engaged in trade and commerce within Pennsylvania by operating entertainment and amusement facilities in Pennsylvania.

WHEREAS, the Pennsylvania Office of Attorney General received a complaint on March 29, 2023, alleging that on the same day, Round One Entertainment in Lancaster, PA, failed to make a reasonable modification to its admissions policy and refused to waive the Admission Fees for two Personal Care Attendants that were accompanying a consumer with severe disabilities. This consumer uses a wheelchair and relies on the assistance of Personal Care Attendants for virtually all daily tasks, including mobility, communication, eating, drinking, etc., as well as for safety. Thus, the consumer could not have full and equal access and enjoyment to the services offered by Round One Entertainment without the assistance provided by the Personal Care Attendants.

WHEREAS, 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). Specifically, Title III identifies discrimination to include “a failure to make reasonable modification in policies, practices or procedures, when such modification are necessary to afford such goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities” 42 U.S.C. § 12182(b)(2)(A)(ii).

WHEREAS, the Pennsylvania Human Relations Act declares it unlawful for a public accommodation to “[r]efuse, withhold from, or deny to any person because of his . . . handicap or disability . . . either directly or indirectly, any of the accommodations, advantages, facilities or privileges of such public accommodation. . . .” 43 P.S. § 955(i)(1).

WHEREAS, Round One facilities are public accommodations within the meaning of the ADA, which identifies entities such as a “bowling alley, golf course, or other place of exercise or recreation” as public accommodations. 42 U.S.C. § 12181(7)(L). Round One facilities are public accommodations under the PHRA as they are an “amusement which is open to, accepts, or solicits the patronage of the general public. . . .” 43 P.S. § 954(1). *See also* 43 P.S. § 954(p.1)(the PHRA definition of disability that mirrors the ADA definition of disability).

WHEREAS, under the ADA and the PHRA, a public accommodation must honor a disabled consumer’s request for a reasonable modification of standard policies when the requested modification does not impose an undue hardship or burden on the public accommodation, or fundamentally alter the services provided. The Commonwealth alleges that waiving the Admission Fees so that the complainant’s Personal Care Attendants could assist him in experiencing the full and equal enjoyment of Round One’s facility was a reasonable modification under the ADA and the PHRA that Round One failed to make, and no undue hardship, undue burden, or fundamental alteration existed.

WHEREAS, the Consumer Protection Law prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices,” 73 P.S. § 201-3, which are defined to include, *inter alia*, “[e]ngaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.” 73 P.S. § 201-2(4)(xxi). The Commonwealth contends that Round One Entertainment engaged in unfair and deceptive practices within the meaning of the Consumer Protection Law when the company advertised that it would “provide endless entertainment to everyone, everywhere,”¹ but discriminatorily and unfairly refused to waive Admission Fees for

¹ Round One Entertainment, *Vision and Values*, <https://www.round1usa.com/profile>.

the complainant's Personal Care Attendants, which were needed to provide him full and equal access and enjoyment of Round One's Lancaster, PA, facility.

WHEREAS, the Commonwealth and Respondent enter into this AVC solely for the purpose of avoiding continued investigation and potential contested litigation.

WHEREAS, pursuant to Section 201-5 of the Consumer Protection Law, the Respondent's agreement to enter into this AVC shall not be considered an admission of violation of law for any purpose. *See* 73 P.S. § 201-5.

SETTLEMENT TERMS

NOW THEREFORE, having conducted trade and commerce within the Commonwealth, Respondent for itself, its officers, and employees, agrees to the following terms, voluntarily entered to resolve this matter:

I. Conduct Provisions

1. *Nondiscrimination*: Respondent, its officers, agents, and employees, shall not engage in any admission practice which constitutes disability discrimination or an unfair consumer act or practice in violation of applicable state and federal law, including, but not limited to, the ADA, PHRA, and Consumer Protection Law.

a. *Policy*: Respondent will maintain a written policy stating that the facility will allow Personal Care Attendants to enter the facility at no cost, provided that the Personal Care Attendant does not participate in the activities beyond what is necessary to assist the consumer with a disability to experience the full and equal enjoyment of the facility. A reasonable, pro-rated Admission Fee may be required to the extent that the Personal Care Attendant(s) will participate in a facility's activities beyond what is necessary to assist the consumer with a disability, or when admission covers food and beverages for the Personal Attendant(s).

2. *Notification:* In order to ensure that all Round One Entertainment employees are aware of Round One Entertainment's commitment to inclusivity:

a. Within 30 days of the Effective Date, Respondent will notify all Pennsylvania employees of the updated policy regarding Personal Care Attendants.

b. Within 30 days of the Effective Date, Round One Entertainment will place printed copies of its reasonable accommodation policy at each Pennsylvania facility, for reference by employees when assisting a consumer who requests a reasonable accommodation or modification. These policies shall be placed where they can be easily referenced by employees, such as behind the cashier counter.

II. Miscellaneous Terms

A. This Court shall maintain jurisdiction over the subject matter of this Assurance of Voluntary Compliance and over Respondent for the purpose of enforcing its terms.

B. Nothing in this Assurance of Voluntary Compliance shall be constructed to waive any individual right of action by a consumer, or a local, state, federal, or other governmental entity.

C. Time shall be of the essence with regards to the obligations of Respondent.

D. Respondent agrees to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Assurance of Voluntary Compliance, whether required prior to, contemporaneous with or subsequent to the Effective Date, as defined herein.

E. Toshiro Sasayama is the CFO of Round One Entertainment Inc., and hereby states that he is authorized to enter into and execute this Assurance of Voluntary Compliance on its behalf; and, further agrees to execute and deliver all authorizations, documents and instruments

which are necessary to carry out the terms and conditions of this Assurance of Voluntary Compliance.

F. Any failure of the Commonwealth to exercise any of its rights under this Assurance of Voluntary Compliance shall not constitute a waiver of its rights hereunder.

G. This Assurance of Voluntary Compliance may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Assurance of Voluntary Compliance may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof.

H. This Assurance of Voluntary Compliance sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied. There are no representations, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Assurance of Voluntary Compliance that are not expressed herein or attached hereto. Each party specifically warrants that this Assurance of Voluntary Compliance is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

I. Respondent understands and agrees that if any false statement in or related to this Assurance of Voluntary Compliance has been made on its behalf, such statement is made pursuant to and under penalty of 18 Pa.C.S. § 4909 relating to unsworn falsifications to authorities.

J. Respondent agrees by the signing of this Assurance of Voluntary Compliance that they shall abide by each of the aforementioned provisions and that the breach of any one of

these terms within the Commonwealth of Pennsylvania shall be sufficient warrant for the Commonwealth to petition this Court, or any court of competent jurisdiction, to provide any relief the Court deems necessary and proper; provided that, in the event that any dispute arises regarding the interpretation of or compliance with the terms of this AVC, the parties will endeavor in good faith to resolve any such dispute between themselves before bringing it to the Court for resolution. The Commonwealth agrees that if it reasonably believes that Respondent has materially violated any provision of this AVC, it will provide Respondent written notice thereof and give Respondent thirty (30) days to resolve the alleged violation before presenting the matter to the Court.

K. If any clause, provision or section of this Assurance of Voluntary Compliance shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Assurance of Voluntary Compliance and the Assurance of Voluntary Compliance shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein

L. Respondent shall not represent or imply that the Commonwealth acquiesces in, or approves of, Respondent's past or current business practices, efforts to improve their practices, or any future practices that Respondent may adopt or consider adopting.

M. Notwithstanding Section 201-5 of the Consumer Protection Law, or any provision of law, this AVC ends the Commonwealth's investigation and the Commonwealth hereby waives the right of the Attorney General to reopen the subject matters under these laws closed by this AVC for further proceedings against Respondent in the public interest, and releases and discharges Respondent from any and all potential liability for its potential claims under these laws arising out of the allegations herein; provided, however, that the foregoing waiver shall not

be construed to diminish or waive the right of the Commonwealth or the Attorney General to enforce the terms of this AVC in the event of any breach of this AVC within Pennsylvania by Respondent, or to investigate or commence an enforcement action concerning any violations of law that occur within Pennsylvania following the Effective Date.

SIGNATURES ON SEPARATE PAGES

WHEREFORE, intending to be legally bound, the signatories have hereto set their hands and seals.

For the Petitioner:

Commonwealth of Pennsylvania

Michelle Henry
Attorney General

James A. Donahue, III
First Deputy Attorney General

Mark Pacella
Executive Deputy Attorney General
Public Protection Division

Date: 7/28/2023

By: *ISI Corbett Anderson*

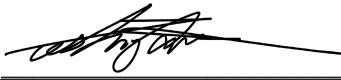
Corbett L. Anderson
Chief Deputy Attorney General
Civil Rights Enforcement Section
PA Attorney I.D. No. 77027

Molly Pohlhaus
Deputy Attorney General
Civil Rights Enforcement Section
PA Attorney I.D. No. 332428

14th Floor Strawberry Square
Harrisburg, PA 17120
Telephone: (717) 787-0822
Fax: (717) 787-1190
Email: canderson@attorneygeneral.gov

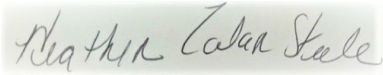
For the Respondent:
Round One Entertainment Inc.

Date: 7/27/2023

By: 

Toshiro Sasayama
CFO, Round One Entertainment

Date: 7/28/2023

By: 

Heather Zalar Steele
Counsel for Round One Entertainment

**IN THE COURT OF COMMON PLEAS OF
LANCASTER COUNTY, PENNSYLVANIA
CIVIL TRIAL DIVISION**

Commonwealth of Pennsylvania,
By Attorney General Michelle Henry,

Petitioner,

v.

Round One Entertainment Inc.

Respondent.

CIVIL ACTION – EQUITY

Case No. _____

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Date: 7/28/2023

By: IS/ Corbett Anderson

Corbett L. Anderson
Chief Deputy Attorney General
Civil Rights Enforcement Section
PA Attorney I.D. No. 77027
14th Floor Strawberry Square
Harrisburg, PA 17120
Telephone: (717) 787-0822
Fax: (717) 787-1190
Email: canderson@attorneygeneral.gov

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of this Assurance of Voluntary Compliance upon all other parties or their attorney of record by:

- Regular First Class Mail
- Certified Mail
- Electronically Filed
- Other

The response date: N/A

Corbett L. Anderson
Name (typed)

ISI Corbett Anderson
Signature

Dated: 7/28/2023