

**SETTLEMENT AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
ROLL R WAY
DRS-2026-80842-GNT**

BACKGROUND AND JURISDICTION

1. The parties to this Settlement Agreement (“Agreement”) are the United States of America and Roll R Way, a Limited Liability Company, operating three locations in Pennsylvania, 1993 Philadelphia Avenue, Chambersburg, Pennsylvania 17201; 940 Vander Ave, York, PA 17403; 590 Galiffa Dr, Donora, PA 15033. The Agreement resolves a matter initiated by several complaints filed with the United States, which alleged that Roll R Way discriminated against several children with type 1 diabetes on two separate occasions in violation of title III of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12181-12189, and its implementing regulations, 28 C.F.R. Part 36 and 49 C.F.R. Part 37.
2. After receiving the complaints, the United States Attorney’s Office for the Middle District of Pennsylvania, a component of the United States Department of Justice (“United States”), opened an investigation as to whether Roll R Way failed to accommodate the disabled children and their families by allowing them to enter the business with emergency glucose supplies, which included sweet snacks and juice boxes to treat low blood sugar. On two different occasions with two different families, each respective family tried to enter the business with their children with small amounts of food and drink that assist with blood sugar levels. Management of the Roll R Way stated they could not allow outside food or drink into the business based on their policies against such items. The failure to accommodate these respective children prevented them and their families from entering the business.
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 by any person who owns, operates, leases, or leases to a place of public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201(a). Discrimination includes failing to take such steps as necessary to ensure that no individual with a disability is excluded, denied services, segregated, or otherwise

treated differently than any other individual because of the absence of auxiliary aids and services. 42 U.S.C. § 12182(b)(2)(A)(iii); 28 C.F.R. § 36.303.

4. Roll R Way acknowledged that they denied these children accommodations from their no outside food or drink policy.
5. Since being notified that the United States opened this investigation, Roll R Way has stated that they adopted an exception to their no food or drink policy to patrons who have diabetes. Roll R Way has amended their employee handbook to include the following provision:

2.11 ADA Compliance Policy

Consistent with the Americans with Disabilities Act (ADA), and Pennsylvania law, it is the policy of Roll R Way Family Skating Centers to provide reasonable accommodation when requested by a qualified patron, applicant, or employee with a disability, unless such accommodation would cause an undue hardship. The policy regarding requests for reasonable accommodation applies to all aspects of employment, including the application process. If reasonable accommodation is needed, please contact the manager on duty for the appropriate response.

Patrons shall be notified by conspicuous posting of this policy in the lobby of every Roll R Way Family Skating Center.

The Americans with Disabilities Act (ADA) requires employers to reasonably accommodate qualified individuals with disabilities. The Company complies with all federal and state laws concerning the employment of persons with disabilities. It is Company policy not to discriminate against qualified individuals with disabilities in regards to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment. An individual with a disability who can be reasonably accommodated for a job, without undue hardship, will be given the same consideration for that position as any other applicant.

6. Roll R Way's Handbook also has a section entitled **2.2 Equal Employment Opportunity & Americans with Disabilities Act**. The section notes

unlawful employment discrimination, including disability discrimination is prohibited. That section particularly provides:

Moreover, in compliance with the Americans with Disabilities Act (ADA), the Company provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. The Company may require medical certification of both the disability and the need for accommodation.

7. Since being notified that the United States opened this investigation, Roll R Way, placed a sign in the lobby of the Chambersburg location that provides:

ATTENTION
IF YOU OR A MEMBER OF YOUR
PARTY REQUIRES AN ADA
ACCOMODATION, PLEASE ASK TO
SPEAK TO THE MANAGER ON
DUTY
Thank you Roll R Way Ownership

8. Based on its investigation, the United States has determined that Roll R Way discriminated against patrons with disabilities requiring outside food and drink. In addition to the individuals with diabetes, individuals that have severe allergies (Anaphylaxis), Celiac Disease/Severe Gluten Intolerance, Metabolic Disorders, and other individuals with severe dietary restrictions may also be required to bring in outside food and drink. Roll R Way's attempt to correct their policies is not complete, as the wording in their policies is confusing and relates more to employment rather than patronage of the business. In particular, a patron does not need to provide medical records to request an accommodation.
9. Roll R Way denies that it discriminated against individuals with disabilities but has agreed to enter into this Settlement in order to avoid litigation.

REMEDIAL ACTIONS TO BE TAKEN BY ROLL R WAY

10. Consistent with title III of the ADA, Roll R Way will not discriminate against any individual on the basis of disability in the full and equal enjoyment of the goods, services, and facilities of Roll R Way. 42 U.S.C. § 12182(a); 28 C.F.R. §§ 36.201, 36.202; 49 C.F.R. § 37.5.

11. As part of its ongoing obligation to provide individuals with disabilities accommodations pursuant to Title III of the ADA, on or before July 15, 2026, Roll R Way will place on its websites for all skating rinks a notice that individuals requiring accommodations should contact the management when they arrive or by phone prior to entry. The notice should also state or similarly state: Roll R Way will make reasonable modifications of policies and procedures for individuals with disabilities, as necessary, unless Roll R Way can demonstrate that such modifications would fundamentally alter the nature of Roll R Way's goods, services, facilities, privileges, advantages or accommodations.
12. By July 15, 2026, Roll R Way will place the signage noted in paragraph 7 in all of their skating rink lobbies visible to all patrons.
13. Roll R Way shall maintain records of all complaints regarding allegations of discrimination on the basis of disability made to Roll R Way and actions taken with respect thereto. Roll R Way will notify the public of its complaint resolution mechanism by providing information on its website including to whom complaints should be made and explaining the right to receive a written response to the complaint. Copies of complaints received pursuant to this paragraph, information gathered in the course of the investigation, and the responses thereto will be maintained by Roll R Way for the entire duration of this Agreement.
14. By July 15, 2026, Roll R Way shall provide the United States a revised accommodation policy that separates the policies regarding employment and customers. Within 30 days of the United States' approval of that new revised policy, Roll R Way shall publish it to all of their employees.
15. Within thirty (30) days of the publication of the revised accommodation policy, Roll R Way will provide mandatory training to all employees. The training will educate employees that all people with disabilities will be treated in a nondiscriminatory manner and are afforded the same service and courtesy as that afforded any customer of the business, including reasonable modification to store policies, practices, and procedures when necessary. New employees must be trained within sixty (60) days of their hire.

16. Roll R Way will create and maintain training attendance logs for the duration of this Agreement, confirming the training conducted pursuant to paragraph 15 of this Agreement, including the names and respective job titles of the attendees, and date, time, and location of the training.
17. During the term of this Agreement, Roll R Way will notify the U.S. Attorney's Office if any person files a lawsuit, complaint, or formal charge with any state or federal agency, alleging that Roll R Way violated the ADA. Such notification must be provided in writing by certified mail within 28 days of the date Roll R Way received notice of the allegation and will include, at a minimum, the nature of the allegation, the name of the person making the allegation, and any documentation possessed by Roll R Way relevant to the allegation. Roll R Way will reference this provision of the Agreement in the notification to the United States Attorney's Office.
18. Pursuant to the United States' enforcement authority under Title III of the ADA, 42 U.S.C. § 12188(b)(2)(B) and 28 C.F.R. § 36.504(a)(2), within thirty (30) calendar days of the receipt of complainant's signed release (a blank Release of Claims form is attached at Exhibit A), but no sooner than thirty (30) calendar days after the Effective Date, Roll R Way shall pay a total of five hundred dollars (\$500.00) to each complainant as compensation for harm that included, but is not limited to, actual damages, emotional distress, pain and suffering, and other consequential injuries. This payment shall be made by a check payable to each complainant. Roll R Way shall deliver this payment to complainants at the addresses listed on the respective signed release. A copy of each check shall be concurrently provided to the undersigned Assistant United States Attorney.

IMPLEMENTATION AND ENFORCEMENT OF AGREEMENT

19. The United States does not assert that this Agreement or the modifications contemplated herein shall bring Roll R Way into compliance with all aspects of the ADA, and nothing in this Agreement is intended to constitute an interpretation of the legal requirements of the ADA by the United States. Rather, this Agreement is entered into by the parties for the purpose of compromising disputed claims and avoiding the risk and expenses of litigation.

This Agreement is a compromise, and it shall not be used or introduced into evidence in any other case or proceeding other than between the parties to this Agreement.

20. The United States may review compliance with this Agreement at any time. Upon reasonable advance notice to Roll R Way, Roll R Way shall permit the United States and any person acting on its behalf access to the HTC to review compliance with the Agreement.
21. If the United States believes that this Agreement or any requirement thereof has been violated, it agrees to notify Roll R Way in writing of the specific violation(s) alleged. Roll R Way shall have 30 days from its receipt of the notice to cure and/or respond in writing to the United States regarding the alleged violation(s). If, after further discussion with Roll R Way, the United States believes that Roll R Way has violated the Agreement, the United States may institute a civil action for relief in federal district court.
22. All notices, demands, reports or other communication to be provided to either party pursuant to this Agreement shall be in writing and delivered by U.S. mail or electronic mail to the following:

Michael J. Butler
Assistant United States Attorney
Civil Rights Coordinator
United States Attorney's Office
1501 N. Sixth Street
Harrisburg, PA 17012
email: Michael.J.Butler@usdoj.gov

Roll R Way Lines, Inc.
Attn: Robert Gavin, Esquire
CGA Law Firm, P.C.
135 N. George Street
York, PA 17401
rgavin@cgalaw.com

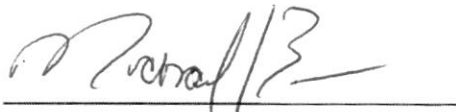
23. This Agreement is a public document. A copy of this document or any information contained in it may be made available to any person.

24. Failure by the United States to enforce this entire Agreement or any provision thereof with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement.
25. This Agreement 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, shall be enforceable. This Agreement is limited to the facts set forth herein and it does not purport to remedy any other potential violations of the ADA, including violations of the alterations or new construction provisions of the ADA, or any other Federal law. This Agreement does not affect the continuing responsibility of Roll R Way to comply with all aspects of the ADA.
26. If any provision of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect, provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the United States and Roll R Way shall engage in good faith negotiations in order to adopt such mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed-upon relative rights and obligations.
27. A signor of this document in a representative capacity for an entity represents that they are authorized to bind such entity to this Agreement.
28. In the event that Roll R Way seeks to transfer or assign all or part of its interest in ownership or operation of Roll R Way as a condition of transfer or assignment, Roll R Way shall obtain the written accession of the successor or assignee to any obligations remaining under this Agreement for the remaining term of the Agreement.
29. The Effective Date of this Agreement is the date of the last signature below. This Agreement shall remain in effect for two years from the Effective Date.

Agreed and Consented to:

For the UNITED STATES OF
AMERICA

BRIAN D. MILLER
United States Attorney

A handwritten signature in black ink, appearing to read "Michael J. Butler", written over a horizontal line.

Michael J. Butler
Assistant United States Attorney

Date: 07/08/2026

For Roll R Way

A handwritten signature in black ink, reading "Frank Quintin", written in a cursive style.

Frank L. Quintin, Owner/President

Date: 06/19/2026