

SETTLEMENT AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE SHERATON GRAND SACRAMENTO HOTEL
DJ # 202-11e-98

FACTUAL BACKGROUND AND INVESTIGATION

1. This Settlement Agreement (Agreement) is made and entered into between the United States of America (United States) , on the one hand, and CIM/J Street Hotel Sacramento, Inc. ("Owner") and Sheraton Operating Corporation ("Operator"), on the other hand. This Agreement resolves an investigation of the Sheraton Grand Sacramento Hotel located at 1230 J Street, Sacramento, CA 95814 (the "Sacramento Sheraton"), conducted by the United States' Attorney's Office for the Eastern District of California (U.S. Attorney's Office) under 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. Part 36. The United States initiated this investigation after receiving a complaint from a citizen (Complainant) alleging that the Sacramento Sheraton discriminated against people with disabilities and denied equal access to its hotel for people with disabilities who use service animals.

2. The Attorney General is authorized to, and did, investigate this complaint pursuant to the authority granted by title III of the ADA, 42 U.S.C. § 12188(b)(1)(A) and 28 C.F.R. § 36.502. The Attorney General is authorized to enforce title III of the ADA by seeking damages and full compliance with title III's provisions, including requiring the owners and operators of a place of public accommodation to make reasonable modifications to policies, practices, and procedures. 28 C.F.R. § 36.504(a). The Attorney General may commence a civil action to enforce title III in any situation where the Attorney General has reasonable cause to believe that a pattern or practice of discrimination exists or a matter of general public importance is raised. 42 U.S.C. § 12188(a)(2); 42 U.S.C. § 12188(b)(1)(B).

3. The Sacramento Sheraton is place of lodging owned by Owner and operated by Operator, both private entities whose operations affect commerce. It is thus a place of public accommodation within the meaning of the ADA, 42 U.S.C. § 12181(7)(A) and 28 C.F.R. § 36.104. Owner and Operator are thus

public accommodations within the meaning of the ADA, 42 U.S.C. § 1218(a) and 28 C.F.R. § 36.104, and thus subject to the requirements of title III of the ADA.

4. The complaint alleges that the Sacramento Sheraton failed to modify its policies to permit individuals using service animals to bring them into the Sacramento Sheraton without paying the pet deposit, being assigned to a pet floor, or otherwise being subject to the hotel's pet policy. Specifically, the Complainant, who is a person with a disability who uses a service animal, states that on January 17, 2009, she checked into the Sacramento Sheraton and informed the desk clerk that she was traveling with a service animal, which was present and wearing a blue vest with "Service Dog" written on each side and "Working, Please Do Not Distract" written on the top. The Complainant further claims that despite being expressly informed that this was a service animal, the Sacramento Sheraton placed the Complainant on the pet floor, which the Complainant did not realize until a day into her stay. The Complainant alleges that she was not given a copy of the pet policy at check-in, even though the Sacramento Sheraton procedures specifically require a dated and signed acknowledgment/agreement in order to apply the pet policy to a given circumstance.

5. The United States has investigated the Complaint and has concluded that it has merit. The United States alleges that there is currently no policy at the Sacramento Sheraton that excludes service animals from the hotel's pet policy. During the course of its investigation, the United States also looked at the written pet and service animal policies of multiple different Sheraton hotels in the West and Pacific Northwest.

6. Owner and Operator deny that they have violated the ADA and do not admit to any of the allegations made by the Complainant or the United States. However, in the interest of resolving the incident that occurred with Complainant on January 17-19, 2009 without litigation, the parties have agreed to resolve this matter as set forth without adjudication of any factual or legal disputes.

AGREEMENT

7. The parties to this Agreement are the Department of Justice, Owner and Operator.

8. Pursuant to the ADA, Owner and Operator agree that persons with disabilities who are accompanied by their service animals at the Sacramento Sheraton shall be afforded the opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations equal to that afforded to other individuals as required by the ADA, 42 U.S.C. § 12182(b)(1)(A)(ii) and 28 C.F.R. § 36.202(b). Owner and Operator further agree to modify the policies, practices and procedures at the Sacramento Sheraton to permit the use of a service animal by individuals with disabilities. 28 C.F.R. §36.302(c).

9. Upon the Effective Date of this Agreement, Owner and Operator shall adopt a written policy for the Sacramento Sheraton that ensures equal access by people with disabilities, including those using service animals. This can be effected through the adoption of a specific service animal policy such as the policy attached as [Exhibit A](#) to this Agreement, or a specification that the pet policy does not apply to

service animals. Within 90 days Operator shall provide all training necessary to ensure that its employees know that the pet policy does not apply to service animals.

10. Within 90 days of the Effective Date, the Operator (either directly or through its affiliates) agrees to send a notice in writing to the Sheraton Hotels that are listed in [Exhibit B](#) that the Sacramento Sheraton has adopted a service animal policy and to encourage them to adopt similar lawful service animal policies, such as the policy attached as [Exhibit A](#).

11. Within 30 business days of the Effective Date, Operator shall compensate the Complainant in this matter by sending a check for five hundred dollars (\$500) made payable to the Complainant and sent to the attention of Kelli L. Taylor, United States Attorney's Office, 501 I Street, Suite 10-100, Sacramento, CA 95814. The United States shall ensure that the [release](#), attached to this Agreement, will be executed by the Complainant and forwarded to Operator upon receipt of that check and prior to forwarding the check to the Complainant.

12. In consideration of the above actions, the Department of Justice agrees to close the investigation of this complaint and to refrain from bringing a civil action for violations of the ADA resulting from Complainant's stay specified herein, except as provided in paragraphs 13 and 14 of this Agreement.

ENFORCEMENT AND IMPLEMENTATION OF THE AGREEMENT

13. The Department of Justice may review compliance with this Agreement at any time. If the Department of Justice believes that Owner or Operator are not in compliance with this Agreement or any requirement contained herein, the Department of Justice agrees to notify them in writing of the alleged non-compliance. Owner and Operator shall have thirty (30) days to respond to the Department regarding the alleged non-compliance, and the Parties will attempt in good faith to resolve the matter informally. If the Parties are unable to reach a resolution, the Department may seek appropriate relief from the United States District Court. If the Court determines that Owner or Operator have violated the terms of this Agreement or the ADA, they shall be subject to all available remedies under the ADA.

14. Any failure of the Department of Justice to enforce this Agreement or any provision herein with respect to any deadline or any other provision herein shall not be construed as a waiver of the Department of Justice's right to enforce other deadlines and provisions of this Agreement, and invalidation of any particular provision or portion of a provision shall not affect the validity of this Agreement, which shall continue to have full force and effect.

15. Owner, Operator, and/or the Department of Justice shall provide a copy of this Agreement to any person or entity upon request.

16. The Effective Date of this Agreement is the date of the last signature below. The agreement shall remain in effect until three years after the Effective Date.

17. This Agreement shall be binding on Owner only for as long as it owns the Sacramento Sheraton and Operator, only for as long as it operates the Sacramento Sheraton. In the event that the Owner seeks to transfer or assign all or part of its interest in the Sacramento Sheraton, and the successor or assign intends on carrying on the same or similar use of the facility, as a condition of sale the Owner shall obtain the written accession of the successor or assign to any obligations remaining under this Agreement for the remaining term of the Agreement.

18. 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 regarding the matters raised herein. This Agreement does not affect the Owner or Operator's continuing responsibility to comply with all aspects of title III of the ADA.

19. The person(s) signing this Agreement on behalf of Owner and Operator represent that they are authorized to bind the Owner and Operator to this Agreement.

20. This agreement shall terminate after three years from the Effective Date.

Signed:

CIM/J STREET HOTEL SACRAMENTO, INC.

By: _____

Name: Nicholas V. Morosoff

Title: Secretary

Dated: _____, 2010

SHERATON OPERATING CORPORATION

By: _____

Name: Keith D. Grossman

Title: Senior Vice President, Deputy General Counsel

Dated: 6/22, 2010

FOR THE UNITED STATES:

_____ Dated: 7/14/10, 2010

Kelli L. Taylor

Assistant U.S. Attorney

RELEASE

For and in consideration of the acceptance of the relief offered to me by CIM/J Street Hotel Sacramento, Inc. ("Owner") and Sheraton Operating Corporation ("Operator"), the owner and operator of the Sheraton Grand Sacramento Hotel, respectively, pursuant to a Settlement Agreement between them and the United States of America:

I, Genevieve K. Walden, release and discharge Owner and Operator and their current, former, and future agents, employees, officials, affiliates, and designees (collectively "Releasees"), of and from all legal and equitable claims known or unknown arising out of the facts described in paragraphs 4 through 5 above. I further agree that I will not exercise my right to institute, against Releasees any civil action alleging discrimination on the basis of any of the facts alleged in my complaint.

I acknowledge that a copy of the Settlement Agreement between Owner and Operator, on the one hand, and the United States of America, on the other hand, resolving the matter between them has been made available to me.

I HAVE READ THE RELEASE AND UNDERSTAND THE CONTENTS THEREOF AND I EXECUTE THIS RELEASE OF MY OWN FREE ACT AND DEED.

Signed this 14th day of July, 2010.

By: _____
Genevieve K. Walden

Exhibit A

POLICY REGARDING SERVICE ANIMALS FOR PEOPLE WITH DISABILITIES

The Sacramento Sheraton is committed to making reasonable modifications to its policies, practices, and procedures to permit the use of service animals by its customers with disabilities. Service animals play an important role in ensuring the independence of people with disabilities, and it is therefore our policy to welcome into our hotel any animal that is individually trained to assist a person with a disability.

What is a Service Animal?

Service animals are individually trained to work or perform tasks for individuals with disabilities. Service animals are not always dogs; other animals may assist people with disabilities. Service animals

come in all breeds and sizes, may be trained either by an organization or by an individual with a disability, and need not be certified or licensed. Service animals do not always have a harness, a sign, or a symbol indicating that they are service animals. A service animal is not a pet. Service animals assist people with disabilities in many different ways, such as:

- Guiding people who are blind or have low vision and retrieving dropped objects for them;
- Alerting people who are deaf or hard of hearing to sounds and the presence of others;
- Carrying and picking up items, opening doors, or flipping switches for people with disabilities who have limited use of hands or arms, limited use of their legs, or limited ability to bend or stoop;
- Pulling wheelchairs;
- Alerting people with disabilities to the onset of medical conditions such as seizures, protecting them and cushioning them if they fall and reviving them.
- Doing work or performing tasks for persons with traumatic brain injury, intellectual disabilities, or psychiatric disabilities, such as reminding a person with depression to take medication or waking him up, helping people with traumatic brain injury to locate misplaced items, or follow daily routines.
- Providing physical support and assisting people with physical disabilities with stability and balance.

Employee Requirements with Regard to Service Animals:

Most of the time, people with disabilities who use service animals may be easily identified without any need for questioning. If you can tell by looking, you should not make the guest feel unwelcome by asking questions. If you are unsure whether an animal meets the definition of a service animal, the **hotel reservationist**, and, where necessary, **hotel management**, may ask the guest the following questions at the point that the guest registers in the motel:

- I. Is the animal required because of a disability?
- II. What tasks or services has the animal been trained to perform?

You may **not** ask a customer questions about his or her disability. You may **not** ask a guest to show certification or a special ID card as proof of their animal's training. You may **not** ask a guest with a service animal to use a specific entrance or exit in the hotel.

Once a guest with a service animal has answered questions posed by hotel registration staff, no employee may ask the guest any further questions about his or her service animal. You **must** permit service animals to accompany guests with disabilities to all areas of the hotel normally used by guests.

Since a service animal is not a pet, guests with disabilities may **not** be asked to pay any extra deposits, fees, or other charges because they are accompanied by service animals. Deposits, fees, or other charges that are normally required for pets do not apply to service animals.

In the event that a particular service animal's behavior poses a direct threat to the health or safety of others, the Sacramento Sheraton has the right to exclude the animal from its facility at that time, but may not refuse service to that individual with a disability when he or she is not accompanied by that particular service animal. A direct threat does not exist if the service animal's owner takes prompt, effective action to control the animal. Moreover, the Sacramento Sheraton will not exclude a particular service animal based on past experience with other animals or based on fear that is not related to a service animal's actual behavior. Each situation will be considered individually.

Please handle any customer inquiries or complaints about this policy in accordance with our usual procedures by contacting. . .

Exhibit B

1. Sheraton Grand Sacramento Hotel
2. Sheraton Anaheim Hotel
3. Sheraton Atlanta Hotel
4. Four Points by Sheraton Portland East
5. Four Points by Sheraton Sacramento International Airport
6. Four Points by Sheraton Los Angeles International Airport
7. Sheraton Palo Alto Hotel
8. The Westin Portland
9. Sheraton Universal Hotel
10. Sheraton Mission Valley San Diego Hotel
11. Sheraton Los Angeles Downtown Hotel .
12. Sheraton Gateway Los Angeles Hotel
13. Sheraton Delfina Santa Monica Hotel .

14. Sheraton Garden Grove Anaheim South Hotel
15. Sheraton Bellevue Hotel
16. W Seattle
17. Sheraton Portland Airport Hotel
18. Sheraton Gateway Hotel Atlanta Airport
19. Sheraton Suites Galleria-Atlanta
20. Sheraton Gateway Suites Chicago O'Hare
21. Sheraton Chicago Northbrook Hotel
22. The Westin Verasa Napa
23. Sheraton Fisherman's Wharf Hotel
24. Shemton Pleasanton Hotel
25. Shemton Sonoma County -Petaluma
26. Sheraton Sunnyvale Hotel
27. Sheraton San Jose Hotel
28. Shemton Pasadena Hotel
29. Sheraton Cerritos Hotel
30. Sheraton Park Hotel at the Anaheim Resort
31. Sheraton Fairplex Hotel
32. Sheraton Seattle Hotel
33. Shemton Atlanta Perimeter North Hotel
34. Sheraton Suites Chicago Elk Grove

[Return Settlements](#)

[ADA Home Page](#)

last updated August 17, 2010