

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

(1) UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 14-cv-148-TCK-TLW
)	
(1) SAIRAM ENTERPRISES, INC., LLC,)	
a/k/a SAIRAM ENTERPRISES, INC.,)	
d/b/a DAYS INN AND CONFERENCE)	
CENTER TULSA,)	
)	
)	
Defendant.)	

CONSENT DECREE

I. BACKGROUND

A. Introduction

1. This Consent Decree is entered into by Plaintiff United States of America and Defendant Sairam Enterprises, Inc., LLC a/k/a Sairam Enterprises, Inc. (“Sairam Enterprises”) d/b/a Days Inn and Conference Center Tulsa a/k/a Tuscany Inn (“Days Inn Tulsa” or “Hotel”). For purposes of this Consent Decree, Sairam Enterprises and Days Inn Tulsa a/k/a Tuscany Inn are referred to as “Defendant” and Plaintiff United States and Defendant are referred to collectively as the “Parties.”

2. This action was brought by the United States to enforce the provisions of Title III of the Americans with Disabilities Act of 1990, as amended (“ADA”), 42 U.S.C. §§ 12181-12189, and

its implementing regulation, 28 C.F.R. Part 36, which prohibit public accommodations from discriminating on the basis of disability in the full and equal enjoyment of the goods, services, privileges, advantages, or accommodations of any place of public accommodation. Defendant Sairam Enterprises operates the Hotel, a place of public accommodation, and is therefore subject to the requirements of Title III of the ADA. 42 U.S.C. § 12181(7)(A); 28 C.F.R. § 36.104. The United States alleges that Defendant violated Title III of the ADA when it failed to make reasonable modifications to its “no pet” policy resulting in the denial of lodging for Jeffrey Crockett, who is an individual with disabilities, and his family, at the Hotel because Mr. Crockett uses a service animal, specifically, a dog.

3. The United States alleges that Mr. Crockett is an individual with a disability under Title III of the ADA, 42 U.S.C. § 12102. A veteran of the U.S. Air Force and U.S. Marine Corps, Mr. Crockett has degenerative disc disease, a demyelinating disease, and service-related impairments including post-traumatic stress disorder, major depression, and panic disorder. Because of his disabilities, Mr. Crockett uses a service animal: a dog trained to perform tasks directly related to Mr. Crockett’s disabilities. These tasks include: providing Mr. Crockett with physical support, assisting him with balance and stability, picking up and retrieving items for him, and warning him of oncoming panic and anxiety attacks.

4. The United States also alleges that on or about August 31, 2010, while traveling through Oklahoma with his wife and four young children, Mr. Crockett twice attempted to reserve a room at the Days Inn Tulsa – once by telephone and once in person. Both of Mr. Crockett’s attempts to reserve a room were denied because he has a service animal and Defendant applied its

“no pet policy” at the Days Inn Tulsa to the service animal. Defendant made no exception or accommodation for Mr. Crockett’s service animal. Ultimately, Mr. Crockett and his family were forced to find lodging elsewhere.

5. The United States further alleges that, as a result of the incident, Mr. and Mrs. Crockett suffered emotional distress, pain and suffering, mental anguish, humiliation and embarrassment. Despite medication, Mr. Crockett suffered a two day long anxiety attack and was unable to function at full capacity for a number of days following the incident.

B. Consent of the Parties to Entry of this Decree

6. The Parties agree that the Court has jurisdiction over this action pursuant to 42 U.S.C. § 12188(b)(1)(B) and 28 U.S.C. §§ 1331 and 1345. The Parties further agree that it is in the Parties’ best interest, and the United States believes it is in the public interest, to resolve this lawsuit on mutually agreeable terms through entry of this Consent Decree.

7. As indicated by the signatures appearing below, the Parties have voluntarily agreed to entry of this Consent Decree without the necessity of a hearing on the merits.

It is hereby ADJUDGED, ORDERED and DECREED:

II. GENERAL NONDISCRIMINATION OBLIGATIONS

8. Defendant, its officers, agents, and employees and all other persons in active concert or participation with them, are enjoined from:

a. Discriminating on the basis of disability as prohibited by Title III of the ADA, 42 U.S.C. §§ 12181-12189, and its implementing regulation, 28 C.F.R. Part 36;

b. Discriminating against any individual or individuals on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of the Hotel, 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201(a);

c. Denying an individual or individuals with disabilities the opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations of the Hotel, 42 U.S.C. § 12182(b)(1)(A)(i); 28 C.F.R. § 36.202(a);

d. Failing to make reasonable modifications in policies, practices, and procedures, when such modifications are necessary to afford Defendant's goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, unless Defendant can demonstrate that making such modifications would fundamentally alter the nature of such goods, services, facilities, privileges, advantages, or accommodations, 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302(a);

e. Failing to modify policies, practices, or procedures to permit the use of a service animal by an individual with a disability, 28 C.F.R. § 36.302(c); and

f. Discriminating against any individual because of that individual's known relationship to or association with an individual with a known disability, 42 U.S.C. § 12182(b)(1)(E) and 28 C.F.R. § 36.205.

III. REMEDIAL ACTIONS

9. Upon entry of this Consent Decree, Defendant will:

a. Adopt, implement, maintain, and enforce the Service Animal Policy attached to this Consent Decree as Attachment A;

b. Within ten (10) days of entry of the Consent Decree, provide a copy of the Service Animal Policy to each of Defendant's employees and contractors who work in Defendant's hotel and obtain a signed acknowledgment of receipt of the Service Animal Policy from each employee and contractor. During the term of the Consent Decree, Defendant will provide a copy of the signed acknowledgments of receipt to the United States in Defendant's reports, and maintain the signed acknowledgments of receipt for the term of this Consent Decree;

c. Provide a copy of the Service Animal Policy to each of Defendant's newly hired employees and contractors; obtain a signed acknowledgment of receipt of the Service Animal Policy from each employee and contractor within ten (10) days after the individual begins work in Defendant's hotel; provide a copy of the signed acknowledgments of receipt to the United States in Defendant's reports; and maintain the signed acknowledgments of receipt for the term of this Consent Decree;

d. Post and maintain a sign conforming with the requirements of Sections 216.3 and 703.5 of the 2010 Standards,¹ printed in dark bold letters, in a font with a minimum character height of 5/8 inch based on the capital letter "I" or larger in size, on a contrasting white background, stating "Service Animals Welcome," which will be conspicuously located in the lobby or at the front desk of Defendant's hotel where it can be easily seen and read by members of the public, including those seeking lodging; and

¹ See 28 CFR § 36.104 (title III) (defining the "2010 Standards" as the requirements set forth in appendices B and D to 36 CFR part 1191 and the requirements contained in subpart D of 28 CFR part 36).

e. Maintain in a conspicuous location in the lobby or at the front desk of Defendant's hotel, in a place where it can be easily seen and read by members of the public, copies of the Service Animal Policy, printed on white paper no smaller than 8 ½" x 11" with 14 point text. Copies of the Service Animal Policy will be refreshed as required so they remain easily readable by members of the public.

10. Within thirty (30) days of entry of this Consent Decree, Defendant's employees and contractors whose duties involve work in the Hotel must attend an initial two hour-minimum program of educational training regarding Defendant's obligations under Title III of the ADA and its implementing regulation, 28 C.F.R. Part 36, including but not limited to Defendant's obligations under this Consent Decree, including the Service Animal Policy. This training will include a question and answer period. All training will be provided at Defendant's expense by an independent third party trainer knowledgeable regarding the requirements of title III of the ADA. Defendant will identify the third party training and send the proposed training agenda to the United States for pre-approval. The third party trainer and training agenda must be pre-approved by the United States.

11. Throughout the term of this Consent Decree, employees and contractors hired by Defendant after the above-described initial training session will attend a two hour-minimum educational training program, with same content and format as described above for the initial training session, within their first thirty (30) days of work for Defendant. All training will be provided at Defendant's expense by an independent third party trainer knowledgeable regarding

the requirements of title III of the ADA. The third party trainer and training agenda must be pre-approved by the United States.

12. The independent third party trainer who conducts each training session will provide a written certification stating the date on which training was provided and the name of each person who attended and completed training. Each person taking the training will certify that he or she participated in a training session and received the Service Animal Policy by completing a certificate of attendance in the form of Attachment B to this Consent Decree. Defendant will submit a copy of each training certification from the trainer and each certificate of attendance to the United States together with its report of actions relating to compliance with the Consent Decree.

13. Defendant will immediately notify the United States of each allegation or complaint, whether oral or written, alleging that Defendant or any of its agents or employees discriminated on the basis of disability against any individual with a disability in violation of the ADA. Defendant will send these notifications to the United States by overnight delivery, prepaid, within fifteen (15) days of the allegation or complaint and will include, at a minimum, the name, address, and other contact information of the individual making the allegation or complaint; a summary of the facts involved in the allegation or complaint; all documents relating to the allegation, complaint, or underlying conduct that is claimed to be discriminatory; and a description of any actions that Defendant has taken to address the allegation or complaint. Throughout the term of this Consent Decree, Defendant will retain records of all such allegations and complaints, including documents relating in any way to the facts and contentions at issue in the allegations and complaints.

14. For the duration of this Consent Decree, in all future advertising in newspapers and telephone directories (excepting entries that contain only name and phone number) and on websites, the internet, pamphlets, brochures, and other promotional literature regarding the Hotel, Defendant will place, in a conspicuous location, a statement that the Hotel provides equal access to persons with disabilities as required by the Americans with Disabilities Act and the statement, "Service Animals Welcome."

IV. RECORD KEEPING AND REPORTING

15. For the term of this Consent Decree, Defendant will preserve all records related to this Consent Decree and the Hotel. Upon reasonable notice to Defendant, representatives of the United States will be permitted to inspect and copy any of Defendant's records or inspect any premises under Defendant's control relating to compliance with this Consent Decree at any and all reasonable times, provided, however, that the United States will endeavor to minimize any inconvenience to Defendant's guests and employees from such inspections.

16. Within sixty (60) days after the date of entry of this Consent Decree, on each yearly anniversary of the date of entry of this Consent Decree, and at least three (3) months before the expiration date of this Consent Decree, Defendant will submit a written report to the United States describing all actions relating to its compliance with this Consent Decree.

V. COMPLIANCE TESTING

17. The United States may monitor Defendant's compliance with this Consent Decree, including by conducting compliance testing at the Hotel or other lodging controlled or owned by Defendant to determine whether Defendant is violating this Consent Decree or the ADA.

VI. MONETARY RELIEF

18. Within thirty (30) days after the date of entry of this Consent Decree, Defendant will pay the sum of five thousand dollars (\$5,000) to Mr. and Mrs. Crockett by sending a check or money order made payable to Jeffrey Crockett and Jennifer Ann Crockett to counsel for the United States by overnight delivery, prepaid.

19. As a prerequisite to receiving such payment, Mr. Crockett and Mrs. Crockett will execute and deliver to counsel for the United States a release of claims that he or she may have against Defendant relating to the claims asserted in this lawsuit. This release will be substantially equivalent to the form attached as Attachment B to this Consent Decree. Counsel for the United States will send Defendant the signed release.

VII. RELEASE OF LITIGATION HOLDS

20. The Parties agree that, as of the date of this Consent Decree, litigation is not “reasonably foreseeable” concerning the matters described in paragraphs 1-5. To the extent that either Party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in paragraphs 1-5, the Parties are no longer required to maintain a litigation hold. Nothing in this paragraph relieves the Parties of any other obligations imposed by this Consent Decree.

VIII. MISCELLANEOUS PROVISIONS

21. Failure by the United States to enforce this Consent Decree with respect to any of its provisions or deadlines will not be construed as a waiver of the right of the United States to enforce any deadlines and provisions of this Consent Decree.

22. All materials sent to the United States pursuant to this Consent Decree will be sent to the following address by overnight delivery, prepaid: Disability Rights Section, Attn: Rebecca B. Bond, Chief, DJ # 202-59N-53, Civil Rights Division, U.S. Department of Justice, 1425 New York Avenue, N.W., Washington, DC, 20005. The cover letter will include a subject line referencing DJ # 202-59N-53.

23. This Consent Decree is limited to resolving claims under the ADA related to the facts specifically set forth in Paragraphs 3-5 above and does not purport to remedy any other existing or potential violations of the ADA or any other federal law.

24. This Consent Decree in no way limits Defendant's continuing responsibility to comply with all aspects of the ADA and all other federal laws, including but not limited to the obligations under Title III of the ADA to ensure effective communication, remove barriers to access when it is readily achievable to do so, and make reasonable modifications in policies, practices, and procedures when necessary to avoid discrimination on the basis of disability.

25. If any provision of this Consent Decree is determined to be invalid, unenforceable, or otherwise contrary to applicable law, that provision will not affect any other provisions, all of which will remain valid and enforceable to the fullest extent permitted by applicable law.

26. This Consent Decree is binding on Defendant, and its successors in interest, assigns, agents, employees, contractors, and all persons acting in active concert or participation with Defendant. Defendant has a duty to notify any and all successors in interest of this Consent Decree and the duties and responsibilities it imposes on the Hotel. In the event Defendant seeks to transfer or assign all or part of its interest in the Hotel, and the successor or assignee intends on

carrying on the same or similar use of the premises, as a condition of sale, Defendant will obtain the written accession of the successor or assignee to any obligations remaining under this Consent Decree for the remaining term of this Consent Decree.

27. By consenting to entry of this Consent Decree, the United States and Defendant agree that if Defendant engages in any future violation of the ADA, then that violation is a "subsequent violation" pursuant to 42 U.S.C. § 12188(b)(2)(C) and 28 C.F.R. § 36.504(a)(3).

28. This Consent Decree is effective immediately upon its entry by the Court and will remain in effect for three (3) years from the date of entry. The Court will retain jurisdiction for the duration of this Consent Decree to enforce the terms of this Consent Decree, after which time the case will be dismissed with prejudice.

29. The United States may move the Court to extend the duration of this Consent Decree if it believes that Defendant has likely violated a term of this Consent Decree or if the interests of justice require an extension.

30. Each party shall notify the other party of any dispute or difference regarding interpretation and compliance with this Consent Decree, whether willful or otherwise, and shall attempt to resolve such dispute informally. However, in the event of a failure by Defendant to perform in a timely manner any act required by this Consent Decree or otherwise to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including but not limited to an order requiring performance of such act or deeming such act to have been performed, as well as an award of damages, costs, and reasonable attorney's fees which may have been occasioned by the violation or failure to perform.

31. Any time limits for performance imposed by this Consent Decree, other than the termination of the Decree, may be extended by the mutual written agreement of the United States and Defendant without Court approval.

IX. COSTS OF LITIGATION

32. Each of the Parties to this litigation will bear its own costs and attorneys' fees associated with this action, with the exception of an award of costs or attorneys' fees pursuant to paragraph 30 of this Consent Decree.

SO ORDERED this ___ day of _____, 2015:

UNITED STATES DISTRICT JUDGE

Signatures indicating agreement to entry of this Consent Decree:

FOR PLAINTIFF UNITED STATES OF AMERICA:

DANNY C. WILLIAMS, SR.
United States Attorney
Northern District of Oklahoma



CATHRYN D. MCCLANAHAN
Ok. State Bar No. 14853
Assistant United States Attorney
United States Attorney's Office
U.S. Department of Justice
110 W. 7th Street, Suite 300
Tulsa, OK 74119-1029
Tel: (918) 382-2748
Fax: (918) 560-7938
Cathryn.mcclanahan@usdoj.gov
ATTORNEY TO BE NOTICED

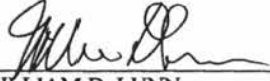
Date: 1/15/2015

VANITA GUPTA
Acting Assistant Attorney General
EVE L. HILL
Deputy Assistant Attorney General
Civil Rights Division



REBECCA B. BOND, Chief
KATHLEEN WOLFE,
Special Litigation Counsel
KEVIN J. KIJEWski, Deputy Chief
DAVID P. AVILA
Ca. State Bar No. 227913
DOUGLAS KERN
Oh. State Bar No. 00072864
Trial Attorney
Disability Rights Section
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Avenue, N.W. - NYAV
Washington, DC 20530
(202) 353-3638 (Voice)
(202) 305-9775 (Fax)
david.avila@usdoj.gov
douglas.kern@usdoj.gov
ATTORNEYS TO BE NOTICED

FOR DEFENDANT SAIRAM ENTERPRISES, INC., LLC
A/K/A SAIRAM ENTERPRISES, INC.,
D/B/A DAYS INN AND CONFERENCE CENTER TULSA:



WILLIAM D. LUNN
OBA # 5566
320 South Boston, Suite 1130
Tulsa, Oklahoma 74103
(918) 582-9977
wlunn@peoplepc.com

Attachment A

TUSCANY INN POLICY REGARDING SERVICE ANIMALS FOR PEOPLE WITH DISABILITIES

Tuscany Inn and its owner and operator Sairam Enterprises, Inc., LLC will allow people with disabilities to use service animals. Service animals are important in ensuring the independence of people with disabilities, and it is the policy of Tuscany Inn to welcome any service animal.

What is a Service Animal?

Service animals include any dog that is individually trained to do work or perform tasks for individuals with disabilities, including a physical, sensory, psychiatric, intellectual, or other mental disability. 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, reviving them, and performing other tasks that reduce the risk of disability-related injury;
- 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, alerting a person with anxiety to the onset of panic attacks, orienting people with schizophrenia to reality, and helping people with intellectual or cognitive disabilities to locate misplaced items, find places, or follow daily routines; and
- Providing physical support and assisting people with physical disabilities with stability and balance.

Requirements with Regard to Service Animals:

People with disabilities who use service animals may be easily identified without any need for

Attachment A (continued)

questioning. If staff and employees of Tuscany Inn can tell by looking, it is our policy to make an individual feel welcome by refraining from asking questions. If we are unsure whether an animal meets the definition of a service animal, it is our policy to ask the individual only two questions at the point that the individual calls, registers or makes a reservation with the hotel:

- Is the dog a service animal required because of a disability?
- What work or task has the dog been trained to perform?

If the individual says yes to the first question and explains the work or tasks that the animal is trained to perform, we will welcome the person and service animal into the hotel without asking any additional questions about his or her service animal.

- We **must** permit service animals to accompany individuals with disabilities to all areas of our hotel normally used by guests or other members of the public and will treat individuals with service animals with the same courtesy and respect that Tuscany Inn affords to all of our customers.
- We will **not** ask an individual questions about his or her disability.
- We will **not** ask an individual to show a license, certification, or special identification card as proof of their animal's training.
- We will **not** ask an individual with a service animal to use a specific entrance or exit in the hotel.

A service animal is not a pet and guests with disabilities will **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 addition to the provisions about service animals, it is the policy of Tuscany Inn to permit miniature horses that have been individually trained to do work or perform tasks for people with disabilities. In all instances, staff and employees of Tuscany Inn will treat guests with miniature horses that have been individually trained to do work or perform tasks for people with disabilities in the same manner and by the same guidelines as guests with service animals are treated.

Manager Responsibilities:

Tuscany Inn and its owner and operator Sairam Enterprises, Inc., LLC has the right to exclude a service animal from the Tuscany Inn if the dog is out of control and the handler does not take effective action to control it, or the dog is not housebroken. We will not exclude a particular service animal based on past experience with other animals or based on fear unrelated to an individual service animal's actual behavior. Each situation will be considered individually. When there is a legitimate reason to ask that a service animal be removed, staff must offer the person with the disability the opportunity to obtain goods or services without the animal's presence. Only an owner of the Tuscany Inn or a manager he or she designates can make the decision to exclude a

Attachment B

CERTIFICATE OF ATTENDANCE

I, _____, acknowledge that on _____, 20____, I completed training conducted by _____ on the requirements of the Americans with Disabilities Act, 42 U.S.C. §§ 12181-12189, in compliance with the Consent Decree entered by the United States District Court for the Northern District of Oklahoma in *United States v. Sairam Enterprises, Inc., LLC a/k/a Sairam Enterprises, Inc. ("Sairam Enterprises") d/b/a Days Inn and Conference Center Tulsa*, and I have received a copy of the Tuscany Inn Policy Regarding Service Animals For People With Disabilities.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, 20____.

Printed Name

Signed Name

Attachment C

WAIVER AND RELEASE OF CLAIMS

In consideration for the Parties' agreement to the terms of the Consent Decree entered in *United States v. Sairam Enterprises, Inc. LLC, a/k/a Sairam Enterprises, Inc. d/b/a Days Inn and Conference Center Tulsa*, Civil Action 14-cv-148-TCK-TLW (N.D. Okla.) and Defendant's payment of five thousand dollars (\$5,000), pursuant to Paragraphs 18-19 of the Consent Decree, we, Jeffrey Crockett and Jennifer Ann Crockett, release and forever discharge all claims known or unknown up to and including the date of execution of this release that we may have against Defendant, all of Defendant's agents, insurers, employees, and contractors, as well as any affiliated entities, successors, and assigns, without limitation, from any and all legal claims we may have arising from or related to the facts and circumstances described in Paragraphs 3-5 of the Consent Decree in Civil Action No. 14-cv-148-TCK-TLW (N.D. Okla), including all claims for monetary or equitable relief that we may have under Title III of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12181-12189, based on the facts and circumstances described in Paragraphs 3-5 of the Consent Decree.

This Waiver and Release constitutes the entire agreement between ourselves and Sairam Enterprises, Inc. as of the date of signature below, without exception or exclusion, and concerns any and all legal claims arising from or related to the facts and circumstances described in Paragraphs 3-5 of the Consent Decree in Civil Action No. 14-cv-148-TCK-TLW (N.D. Okla.). This Waiver and Release will be considered null and void in the event that Sairam Enterprises, Inc. fails to provide compensation as established in the Consent Decree entered in this case.

We have been advised that, before signing this release, we have the right to consult a private attorney regarding its contents. We have read this release, understand its contents, and choose to sign it of our own free will and not under duress.

AGREED:

Date

JEFFREY CROCKETT

Date

JENNIFER ANN CROCKETT

Attachment C (continued)

Sworn and subscribed to before me this _____ day of _____, 2014.

Notary public

My commission expires: _____