

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

V.

AWH ORLANDO PROPERTY, LLC, d/b/a  
DOUBLETREE BY HILTON HOTEL  
ORLANDO AT SEAWORLD,

Defendant.

Civil Action No.

## COMPLAINT

The United States of America brings this action against AWH Orlando Property, LLC, d/b/a DoubleTree by Hilton Hotel Orlando at SeaWorld, alleging as follows:

1. This action is brought by the United States to enforce Title II of the Civil Rights Act of 1964 (“Title II”), 42 U.S.C. §§ 2000a, *et seq.*

2. This action seeks to enjoin Defendant from discriminating on the basis of national origin, specifically, by effectuating a policy that denies individuals or groups of Arab descent from enjoying equal access to the DoubleTree by Hilton Hotel Orlando at SeaWorld (the “DoubleTree” or “Hotel”).

3. Defendant executed this discriminatory policy by unilaterally canceling an annual summit that was to be held by the Arab America Foundation (the “Foundation”) on November 3–5, 2023 (the “Summit”). The Hotel has not canceled any events in recent years and did not cancel any of the other events that were scheduled at the Hotel during the same weekend.

4. In light of the ongoing war in the Middle East, Hotel officials did not want an Arab

group holding an event at the DoubleTree. The Hotel formulated and implemented a policy prohibiting any Arab group—including the Foundation—from holding an event at the Hotel. The Hotel’s policy, including its decision to cancel the Summit, was not based on any specific risks or threats to the Hotel, or on any other legitimate, non-discriminatory reason, but was because of the national origin of the Foundation’s members and conference attendees amidst an ongoing conflict in the Middle East.

### **JURISDICTION AND VENUE**

5. This Court has jurisdiction over this action under 42 U.S.C. § 2000a-5(a) and 28 U.S.C. §§ 1331 and 1345.

6. Venue is proper in the Middle District of Florida under 28 U.S.C. § 1391 because Defendant conducts business, and a substantial part of the events giving rise to the claims occurred, in this judicial district.

### **DEFENDANT**

7. Defendant AWH Orlando Property, LLC is a limited liability company formed in Delaware and doing business in Florida as the DoubleTree by Hilton Hotel Orlando at SeaWorld. The DoubleTree operates 1,042 guest rooms, in addition to the Palms Conference Center, which contains multiple ballrooms and meeting rooms for large-scale events. The DoubleTree is a franchise of, and is not officially managed or owned by, Hilton Worldwide Holdings, Inc. (“Hilton”).

8. At all times relevant to this Complaint, Defendant AWH Orlando owned the Hotel. Defendant is responsible for the actions of the agents, employees, owners, managers, and directors of the Hotel.

9. The DoubleTree is a hotel that charges fees for lodging to transient guests and customers, including out-of-state travelers. The DoubleTree also charges fees for booking event spaces within its conference center, including for transient guests and customers, as well as out-of-state travelers.

10. The DoubleTree is a covered establishment under Title II as it is a “place of public accommodation” that “provides lodging to transient guests” and customers, including out-of-state travelers, within the meaning of Title II, 42 U.S.C. § 2000a(b)(1), and “affect[s] commerce” within the meaning of 42 U.S.C. § 2000a(c).

**FACTS RELATED TO DEFENDANT’S UNLAWFUL POLICY  
IN VIOLATION OF TITLE II**

11. The Foundation is a non-profit educational and cultural organization that was founded in 2019 with the mission of promoting, educating, and connecting the Arab American community within the United States.

12. In July 2023, the Foundation entered into a contract with the DoubleTree to hold its Summit on November 3–5, 2023. The Summit was scheduled to feature panels on leadership, networking opportunities, and celebrations of heritage. One week before the Summit was scheduled to begin, approximately 250 people had already pre-registered—including both individuals and families with children—many of whom planned to travel to Florida for the event and stay overnight at the DoubleTree. The Foundation expected an even greater turnout at the Summit.

13. At all times relevant to this Complaint, Crescent Hotels & Resorts, LLC (“Crescent”) managed the Hotel. Crescent is a limited liability company headquartered in Fairfax, Virginia, which manages approximately 100 hotels and resorts in the United States and Canada.

14. On October 26, 2023, at 5:34 PM, Hilton’s Director of Owner Relations sent an

email to DoubleTree's then-General Manager, as well as Crescent's then-Chief Operating Officer and then-Executive Vice President of Operations, explaining that Hilton had conducted research into the Foundation, expressing concerns about the Foundation's upcoming Summit, and flagging the Foundation's connections to the Arab American community. Hilton noted the Foundation's connection to an Arab American U.S. Congresswoman and efforts to obtain federal recognition of Arab American Heritage Month. Further, while acknowledging that the Foundation "does not frequently use charged rhetoric" and that the Summit "centers around Arab American empowerment," Hilton highlighted that the Summit would "feature segments" referencing the current crisis in Gaza. Hilton observed, however, that "there has been no significant social conversation" about the Summit. Hilton then requested confirmation that there would be "NO DoubleTree or Hilton branding during the event, i.e., no logo on podium."

15. After receiving this email from Hilton, DoubleTree's General Manager, along with its Hotel Manager and Director of Sales, began to consider if there were ways to prevent the Summit from taking place. Ultimately, these three DoubleTree managerial employees (the "DoubleTree Decisionmakers") formulated a policy against hosting the Foundation because of its members' Arab identity and canceled the Summit.

16. The DoubleTree Decisionmakers notified a DoubleTree Senior Events Manager, who was the Hotel's point of contact with the Foundation, that the DoubleTree had received calls, and was monitoring social media, about the Summit. They inquired with the Senior Events Manager about any possible concerns that had arisen in the course of planning the Summit.

17. Approximately one hour after the General Manager received the email from Hilton, the DoubleTree Decisionmakers drafted and sent an email to the Senior Events Manager, stating, "The Hotel has received calls today asking questions about the event taking place at our Hotel next

weekend. The calls have referenced the event being in different media channels and the surprise that Hilton would host such an event at this time.” The email, sent from the account of the Director of Sales, continued, “[T]he Hotel is becoming concerned that this event could cause unreasonable disruption or risk to the health and safety of our guests, employees, and the property.” The email stated that the DoubleTree believed the Foundation’s Board was meeting that evening to discuss whether to proceed with the Summit, and that “the Hotel is in full support of the Board cancelling their event, to ensure the safety and security of all guests.” The Senior Events Manager immediately forwarded the email to the Foundation’s President.

18. At the time the DoubleTree Decisionmakers sent the email described above, the Hotel had received only two calls about the Summit, asking whether and where the Summit was taking place. These calls were routine and did not raise any concerns for DoubleTree staff. And in fact, the Hotel *never* received calls voicing safety or security concerns, referencing media coverage, or expressing “surprise” that the Hotel would host the event.

19. Similarly, at the time the DoubleTree Decisionmakers sent this email, the Hotel had received no health, safety, or security threats in connection with the Summit, nor had any local, state, or federal law enforcement raised with the Hotel any concerns about the Summit.

20. To the contrary, earlier in the afternoon of October 26, a Lieutenant from the Orange County Sheriff’s Office (“OCSO”) had conducted a security assessment and walkthrough of the Hotel and its conference center with the Senior Events Manager and DoubleTree’s Director of Security. The Lieutenant shared with them his conclusion that he had no security concerns with the Foundation’s Summit and that, as a precaution, he recommended that the Foundation hire four off-duty OCSO officers as security for the Summit. It was not unusual for events at the Hotel to have additional security provided in this manner.

21. Upon receiving the Hotel's email, the Foundation's President shared it with his Board, which nonetheless decided to proceed with the Summit as planned and to pay about \$4,000 to the OCSO for the four security officers.

22. The next morning, October 27, the Foundation's President informed the Senior Events Manager that the Foundation had decided to retain additional security, at its own expense, to address any security concerns, and wished to finalize its plans for the Summit.

23. After talking with the Foundation's President, the Senior Events Manager sent a text message to the DoubleTree Decisionmakers, stating incorrectly that the Foundation was "still on the fence with canceling" the Summit. The Director of Sales instructed a DoubleTree Senior Sales Manager to explore the possibility of rescheduling the Summit for a "more appropriate time." After speaking with the Foundation's President, the Senior Sales Manager relayed to the Director of Sales that the Foundation wanted to proceed with the Summit, as scheduled, because the Foundation would suffer financially if it were rescheduled.

24. Having been made aware that the Foundation would not cancel its Summit, the DoubleTree Decisionmakers discussed how to proceed. In text messages, they considered making an empty offer to the Foundation to reschedule the Summit, knowing that the Hotel had no intention of doing so:

**General Manager:** Why would we postpone? Is it better for us to just cancel and be done?

**Director of Sales:** We would simply state to reschedule to another time that is more appropriate. Or we just straight up tell them to cancel the event and not soften it with an offer to reschedule.

**Hotel Manager:** It's to soften the blow, but we really wouldn't rebook

**Director of Sales:** Exactly[.] But we don't have to soften it

**General Manager:** My vote is forget softening, cancel the event and deal with any repercussions.

25. The DoubleTree Decisionmakers ultimately agreed to cancel the Summit without offering to reschedule it. DoubleTree's General Manager sent a text message to the others stating, "I would like this resolved so we can report back to Hilton that this is done."

26. That evening, October 27, the Director of Sales, after consulting with the General Manager, sent an email to the Foundation's President stating that the Hotel was canceling the Summit because of "the potential risk" to attendees, Hotel staff, and other guests "under the current circumstances and world climate." The Director of Sales stated, "The Hotel continues to become more and more concerned that this event could cause unreasonable disruption or risk to the health and safety of our guests, employees and the property." He cited the Foundation's inquiry into security options as an indication of why the Hotel "may not be able to safely hold" the Summit.

27. In fact, when the Hotel sent this email officially canceling the Summit, it was aware of no actual "risk to the health and safety" of "guests, employees, and the property" arising from hosting the Summit. Nothing had changed since the Hotel had received the email from Hilton the previous day; as of the time of cancelation, the Hotel had received *not one* communication posing a threat to the Summit or to the Hotel.

28. Prior to cancelation, DoubleTree's General Manager informed Crescent's Senior Vice President of Sales of the DoubleTree's plans to cancel.

29. Shortly after the Hotel notified the Foundation's President of the cancelation, DoubleTree's General Manager sent an email informing Hilton's Director of Owner Relations, as well as Crescent's then-Chief Operating Officer ("COO") and an Executive Vice President ("EVP"), of the cancelation, once again citing unspecified "safety and security" concerns. The

General Manager also texted Crescent's then-Chief Commercial Officer ("CCO"), asking to update her on "an Arab group we can't have meet at our hotel."

30. The Foundation appealed to the Hotel, urging reconsideration of the cancellation decision. The Director of Sales replied that the Hotel was unwilling to reconsider, given "the serious safety risk" of holding the Summit. He did not specify what that risk was.

31. The day after cancellation, the General Manager continued to search for "safety and security" risks to justify the DoubleTree's decision. He texted the Director of Sales, "We are on the correct side of this one," referring to the cancellation. The General Manager referenced the actions of Hamas and ongoing violence in the Middle East and said "that this [is] not the right time to attempt to safely hold a meeting at our hotel." He added, "[I]t has always been about safety and security."

32. The Director of Sales responded to the General Manager's text, "Absolutely correct. We just need to document what else other than calls so we continue to show our team the why," referencing the cancellation. He added, "It has always been about everyone's safety."

33. Yet the General Manager and Director of Sales knew that the Hotel had not even received calls that could support canceling the Summit. Rather, their text exchange underscores that the Hotel's decision was not based on "safety and security"; it was based on an improper link between the actions of Hamas in the Middle East and an Arab group in the United States that, months before the war began, contracted to hold a conference at the DoubleTree. Simply stated, amidst an ongoing war in the Middle East, the Hotel did not want an Arab group—in this instance, the Foundation—to have its event at the DoubleTree.

34. After the cancellation, following a meeting requested by Crescent's COO with relevant Hotel employees, a Crescent Senior Vice President, and corporate counsel, DoubleTree's



General Manager instructed Hotel employees to document their involvement in events leading to cancelation of the Summit. In her memorandum, DoubleTree's Director of Security stated her "concern" that the DoubleTree had over one thousand rooms that were full and over two thousand people on the property, concluding, "I am worried for the safety and security of them and this group"—the Foundation—"intermingling."

35. This was the first time in years that the DoubleTree had canceled an event against the wishes of the customer.

36. The DoubleTree Decisionmakers were unanimous in their unwillingness to reschedule the event for a future date, barring the Foundation from hosting any event at the Hotel.

37. Defendant had no legitimate, non-discriminatory reason for canceling the Foundation's Summit. Hilton conveyed to Defendant its questions and concerns about the Hotel hosting the Summit, given the ongoing war and the Foundation's identity as an Arab organization that had posted support for Palestine on social media.

38. The DoubleTree Decisionmakers acted on those concerns, and established and implemented a policy against hosting any Arab group—in this instance, the Foundation—during an ongoing war in the Middle East because of the national origin of the group's members.

39. Crescent executives, including its COO and CCO, an EVP and Vice President, as well as Hilton's Director of Owner Relations, were kept apprised of the cancelation and its aftermath. Crescent's COO and CCO, among others, also coordinated with DoubleTree employees regarding the Foundation's response to the cancelation.

40. The Defendant's conduct described above constitutes a "pattern or practice of resistance to the full enjoyment of . . . rights" by individuals of Arab descent on account of national origin under 42 U.S.C. § 2000a-5, and the pattern or practice "is of such a nature and is intended

to deny the full exercise of the rights” secured by Title II, in violation of 42 U.S.C. §§ 2000a, *et seq.*

41. The Defendant’s above-described conduct “withhold[s], den[ies], or attempt[s] to withhold or deny, or deprive[s] or attempt[s] to deprive” individuals of Arab descent of rights and privileges secured by Title II. 42 U.S.C. § 2000a-2.

### **PRAYER FOR RELIEF**

The United States requests that the Court enter an Order:

(1) Declaring that the discriminatory policy of the Defendant, specifically as they relate to individuals or groups of Arab descent and the Arab America Foundation, violate Title II of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000a, *et seq.*;

(2) Enjoining the Defendant, its employees, agents and successors, and all other persons in active concert or participation with it, from engaging in any act or practice which, on the basis of national origin, denies or abridges any rights of individuals or groups of Arab descent to equal access to public accommodations as secured by Title II of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000a, *et seq.*;

(3) Requiring the Defendant, its employees, agents and successors, and all other persons in active concert or participation with it, to take such affirmative steps as may be necessary to remedy the effects of past discrimination against individuals or groups of Arab descent and the Arab America Foundation, and to prevent the recurrence of such discriminatory conduct in the future.

The United States further prays for such additional relief as the interests of justice may require.

Dated: January 16, 2025.

Respectfully Submitted,

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<sup>1</sup> Pursuant to Local Rule 2.02(a), the United States of America hereby designates Ameya S. Ananth as lead counsel in this matter.