

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

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	Civil Action No. 6:25-cv-00067
	)	
v.	)	<b>JOINT MOTION TO</b>
	)	<b>APPROVE AND ENTER</b>
AWH ORLANDO PROPERTY, LLC	)	<b>CONSENT ORDER</b>
d/b/a DOUBLETREE BY HILTON	)	
HOTEL ORLANDO AT SEAWORLD	)	
	)	
Defendant.	)	
_____	)	

**JOINT MOTION TO APPROVE AND ENTER CONSENT ORDER**

The parties, through undersigned counsel, hereby request that the Court enter the attached Consent Order as an order of the Court resolving all claims brought in this action. Upon entry of the Consent Order, the parties request that the Court retain jurisdiction to enforce its terms consistent with Paragraph 28 of the Consent Order.

Respectfully submitted this 16<sup>th</sup> day of January, 2025.

**For the United States of America:**

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Plaintiff,	)	
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v.	)	
	)	Civil Action No. 6:25-cv-00067
AWH ORLANDO PROPERTY, LLC,	)	
d/b/a DOUBLETREE BY HILTON	)	
HOTEL ORLANDO AT SEAWORLD,	)	
	)	<b>CONSENT DECREE</b>
	)	
Defendant.	)	
_____	)	

**I. Introduction**

1. This Consent Decree (“Decree”) resolves the Complaint filed by Plaintiff United States against Defendant AWH Orlando Property, LLC, d/b/a DoubleTree by Hilton Hotel Orlando at SeaWorld (“DoubleTree” or “Hotel”), alleging that Defendant violated Title II of the Civil Rights Act of 1964 (“Title II”), 42 U.S.C. §§ 2000a, *et seq.*

2. The Complaint alleges that Defendant violated Title II when it canceled the annual summit, to be held at the Hotel on November 3-5, 2023, by the Arab America Foundation (“Foundation”), a non-profit educational and cultural organization with the mission of connecting the Arab American community in the United States.

3. The Complaint alleges that Defendant’s conduct constitutes discrimination on the basis of national origin, specifically, denying individuals or groups of Arab descent from enjoying equal access to the DoubleTree. The Complaint alleges that Defendant’s conduct 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.*; and that Defendant engaged in conduct that “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-1.

4. Defendant denies the United States’ allegations. By agreeing to the entry of this Decree, Defendant does not admit liability.

5. 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.

6. The United States and Defendant (collectively, the “Parties”) stipulate that, at all times relevant to this matter, Defendant owned the Hotel. Defendant is responsible for the actions of the agents, employees, owners, managers, and directors of the Hotel.

7. The Parties stipulate that, at all times relevant to the allegations in the Complaint, the DoubleTree is and has been a “place of public accommodation” within the meaning of 42 U.S.C. §§ 2000a(b)(1), and that its operations “affect commerce” within the meaning of 42 U.S.C. §§ 2000a(c).

8. The Parties stipulate that this Court has jurisdiction over this case under 42 U.S.C. § 2000a-5(a) and 28 U.S.C. §§ 1331 and 1345. The Parties further stipulate that venue is proper under 28 U.S.C. § 1391.

**It is therefore ADJUDGED, DECLARED, AND ORDERED as follows:**

## **II. General Injunctive Relief**

### **A. Nondiscrimination Provisions**

9. Defendant is enjoined from denying any person or group, on the basis of race, color, religion, or national origin—including, specifically, on the basis of an individual’s or

group's Arab or Arab American background—the full and equal enjoyment of the Hotel's services, facilities, and accommodations, or the services, facilities, and accommodations of any other public accommodation Defendant owns or operates. This prohibited conduct includes: (a) failing or refusing to serve or admit any person or group to the premises, or ejecting any person or group already admitted from the premises, on account of an individual's or group's Arab or Arab American background; (b) offering discriminatory or less than equal terms, conditions, privileges, or services on account of an individual's or group's Arab or Arab American background; and (c) engaging in practices or procedures that discourage any person or group from patronizing the DoubleTree or a place of public accommodation Defendant owns or operates on account of an individual's or group's Arab or Arab American background.

**B. Statement**

10. Within 30 days of the entry of this Decree, the DoubleTree shall issue a statement to the Arab America Foundation making clear that the DoubleTree and its agents and employees welcome all guests and groups regardless of race, color, religion, or national origin, including Arab and Arab American guests and groups (the "Statement"). The Hotel shall issue the Statement to the Arab America Foundation by mail, the address for which shall be provided to the Hotel by the United States. Documentation evidencing the Statement's mailing shall be provided in accordance with the reporting requirements in Section IV of this Decree.

**C. Retention of Compliance Officer**

11. Within 60 days of the date of entry of this Decree, the Hotel shall designate a qualified person or persons, or entity to serve as a Compliance Officer to monitor and oversee compliance with this Decree for its duration, and shall provide documentation to the United States reflecting that it has done so. The Compliance Officer(s) shall have appropriate experience

with respect to compliance with civil rights laws in public accommodations. If the designated Compliance Officer(s) does not have such experience, they shall receive training—to be provided to the United States—no later than 90 days after the date of entry of this Decree. The Hotel's agreement with the Compliance Officer(s) shall provide that the Compliance Officer(s) shall notify the United States within 15 days if the Compliance Officer(s) determines that the Hotel is not complying with any provision of this Decree.

**D. Notice, Implementation, and Advertisement of Anti-Discrimination Policy**

12. Within 60 days of the date of entry of this Decree, Defendant shall send a written notice to all owners, directors, partners, and employees of the DoubleTree, explaining their duties and obligations under Title II and the obligations set forth in this Consent Decree, as well as Defendant's commitment to ensuring equal access to the Hotel regardless of a guest or group's race, color, religion, or national origin, including an individual's or group's Arab or Arab American background. This notice shall include a copy of the Hotel's written anti-discrimination policy, as described in ¶ 13.

13. Within 60 days of the date of entry of this Decree, Defendant shall adopt and implement a written anti-discrimination policy. This anti-discrimination policy shall include a provision that Defendant will treat any group seeking to hold an event at the Hotel on an equitable basis, and that Defendant shall not discriminate against any group seeking to hold an event at the Hotel on the basis of race, color, religion, or national origin, including an individual's or group's Arab or Arab American background. The policy shall establish a system of accepting, processing, recording, investigating, and responding to complaints of discrimination based on race, color, religion, or national origin related to the Hotel from

individual guests and groups or potential guests and groups of the Hotel.<sup>1</sup> The policy shall also include information on how and to whom guests may submit a complaint if they believe they have been discriminated against or witness discrimination at the Hotel.

14. Defendant shall post a Notice (as provided in Appendix A) of such policy in the lobby of the DoubleTree adjacent to the front desk for at least one (1) year after the entry of this Decree. Additionally, the DoubleTree shall post a similar statement on its social media accounts, including but not limited to its Facebook homepage, Instagram page, and X page.

15. Within 30 days of receipt of any written or oral complaint of discrimination, at or regarding the DoubleTree, based on race, color, religion, or national origin, including under the complaint system described in ¶ 13 of this Decree, the DoubleTree shall provide the United States a copy of the complaint, along with the name and contact information of the complainant. Defendant shall also promptly provide to the United States all information it may request concerning any such complaint and Defendant's response, investigation, and/or attempted or actual resolution.

16. Nothing in this Decree shall prevent the DoubleTree from refusing entry or removing any individual from its premises who engages in violent, threatening, indecent, profane, boisterous, or otherwise disorderly conduct, or for any other non-discriminatory reason not prohibited by Title II.

17. Nothing in this Decree prohibits Defendant from adopting reasonable restrictions on the rental of rooms or the use of its services and amenities, including the DoubleTree, provided that such restrictions are in writing and enforced consistently and in a manner that does not discriminate against individuals on the basis of race, color, religion or national origin.

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<sup>1</sup> A "potential guest" of the Hotel is anyone who approaches the Hotel, whether in-person, by phone, or online, inquiring about booking a room, event, or another service of the Hotel.

18. Defendant shall maintain all policies and procedures required by this Decree and preserve any other documents related to compliance with this Decree for at least the duration of this Decree and must provide these documents or other information related to compliance with this Decree to the United States upon request and reasonable notice, in addition to the reporting requirements in Section IV of this Decree.

**E. Advertising and Outreach**

19. Within 60 days of the date of entry of this Decree, the Hotel shall place an advertisement in internet media, with a statement that the DoubleTree by Hilton Hotel Orlando at SeaWorld is open to all members of the public on an equal basis without regard to race, color, religion, or national origin, and shall provide copies of these advertisements to the United States. Copies of such advertisements shall also be provided to the United States in accordance with the reporting requirements in Section IV of this Decree.

20. The DoubleTree shall conduct targeted outreach to at least five (5) Arab or Arab American groups to share promotional materials about the Hotel and to express that the Hotel is open to all members of the public on an equal basis without regard to race, color, religion, or national origin, including Arab and Arab American individuals and groups.

**III. Training**

21. Within six (6) months of the date of entry of this Decree, all owners, directors, partners, managers, and employees of the DoubleTree shall attend one live virtual program of educational training concerning the substantive provisions of Title II and non-discrimination laws, as well as their responsibilities under the law and under Section II of this Decree. This training shall be video recorded and conducted by a qualified, independent person or organization—not related to or associated with Defendant or Defendant’s employees—with



experience in providing training on civil rights issues. All current employees who are reasonably unable to attend the live virtual training shall view a video of the training within six (6) months of the date of entry of this Decree. All new employees hired during the term of the Decree and after the live virtual training has occurred shall view a video of the training within sixty (60) days of their hiring or beginning in a covered role.

22. Defendant shall, or shall direct the Compliance Officer(s) to, record a list of attendees at the live virtual program required by ¶ 21, as well as the date on which the live virtual program takes place. Defendant shall submit this list of attendees to the United States as part of its monitoring and reporting obligations outlined in Section IV. The costs of this program shall be borne by Defendant.

#### **IV. Reporting Requirements**

23. Within six (6) months of the date of entry of this Decree, and every six (6) months thereafter during the term of this Decree, Defendant shall submit, via email to attorneys for the United States, a report or reports to the United States evidencing compliance with this Decree (“Compliance Report”). The Compliance Report shall include all documentation required by and referenced in this Decree.

24. In addition, each Compliance Report shall contain the following information or documents covering the previous reporting period, or otherwise not previously provided:

- a. documents showing Defendant’s ongoing compliance with the requirements of Section II of this Decree;
- b. documentation reflecting that the DoubleTree sent the Statement to the Arab America Foundation, in accordance with ¶ 10;

- c. documentation reflecting the notice sent to the applicable individuals regarding their obligations under Title II, the Consent Decree, as well as the anti-discrimination policy sent to applicable individuals, in accordance with ¶¶ 12–13;
- d. documentation reflecting any and all written or oral complaints of discrimination, at or regarding the DoubleTree, based on race, color, religion, or national origin, in accordance with ¶ 15;
- e. all advertising and outreach covered by ¶¶ 19–20;
- f. all documents reflecting training attendance, in accordance with ¶ 22;
- g. notification of any transfer, sale, and/or change in ownership or management in AWH Orlando or the DoubleTree; and
- h. notification of any cessation in the operation of the DoubleTree, other than temporary closures as a component of the normal operation of business.

**V. Duration of and Enforcement of Consent Decree**

25. Unless otherwise specified, the provisions of this Decree will remain in effect for two (2) years following the date of its entry by the Court. The Court shall retain jurisdiction of this case for the duration of this Decree to enforce its terms, after which the case will be dismissed with prejudice.

26. Any time limits for performance imposed by this Decree may be extended by written agreement of the Parties. The other provisions of this Decree may be modified by written agreement of the Parties, provided the Parties file the written agreement with the Court. The agreement shall take effect upon filing and shall remain in effect for the duration of the Decree

or until such time as the Court indicates through written order that it has not approved the modification.

27. If differences arise between the Parties regarding interpretation, implementation, or maintenance of this Decree, the need for modification of this Decree, or Defendant's compliance with the terms of this Decree, the Parties shall endeavor to resolve such differences among themselves before seeking the intervention of the Court.

28. In the event of a failure by Defendant to perform in a timely manner any act required by this Decree or otherwise to act in conformance with any provision thereof, and if the voluntary dispute resolution procedure described in ¶ 27 is unsuccessful, 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.

#### **VI. Litigation Costs**

29. Each party shall bear its own costs and attorneys' fees.

#### **VII. Termination of Litigation Hold**

30. The Parties agree that, as of the date of entry of this Decree, litigation is not "reasonably foreseeable" concerning the matters described in the United States' Complaint. To the extent that any of the Parties previously implemented a litigation hold to preserve documents, electronically stored information, or things related to matters described in the Complaint, they are no longer required to maintain such a litigation hold. Nothing in this paragraph relieves Defendant of any record-keeping or other obligations imposed by this Decree or outside the scope of the United States' lawsuit.

SO ORDERED, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
The Honorable \_\_\_\_\_  
United States District Judge

For Plaintiff the United States of America:

Dated: January 16, 2025

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By Defendant AWH Orlando Property, LLC:

Dated: January 16, 2025

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