

**SETTLEMENT AGREEMENT  
UNDER THE AMERICANS WITH DISABILITIES ACT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
GOLDEN STATE HOSPITALITY MANAGEMENT LLC**

**INTRODUCTION**

1. The parties to this Settlement Agreement are the United States of America and Golden State Hospitality Management LLC (“GSHM”), a limited liability company incorporated in California and with a principal office at 1066 Vintage Ct., Vacaville, CA 95688. GSHM owns the El Dorado Motel (“Motel”), located at 22675 Twaine Harte Drive, Twaine Harte, CA 95383.
2. Noor Ahmed Mubeen (“Mubeen”) is the Chief Executive Officer and Member of GSHM.
3. The United States Department of Justice, of which the United States Attorney’s Office for the Eastern District of California (“USAO”) is a component, is responsible for enforcing 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. pt. 36.
4. 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 of any place of public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201(a).
5. GSHM is a place of public accommodation because it is a private entity that owns, leases, or operates the Motel, which is a place of public accommodation as defined by 42 U.S.C. §§ 12181(6), (7); 28 C.F.R. § 36.104.
6. The Motel is required to remove architectural barriers to individuals with disabilities, including individuals who use wheelchairs, where such removal is readily achievable. 42 U.S.C. § 12182(b)(2)(A)(iv); 28 C.F.R. § 36.304.
7. The Motel is an existing facility originally constructed prior to the effective date of the ADA. However, alterations were made after March 15, 2012, including renovations of guest rooms. Because the Motel has undergone alterations as defined by the ADA, 28 C.F.R. § 36.402(b), the altered portions of the facility must be readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, to the maximum extent feasible. 42 U.S.C. § 12183(a)(2); 28 C.F.R. § 36.402(a).

**BACKGROUND**

8. This matter was initiated by a complaint under Title III of the ADA that was received by the USAO in 2020.

9. The Complainant was an individual with a disability within the meaning of 42 U.S.C. § 12102 and 28 C.F.R. § 36.105.
10. Complainant made the following allegations in part: Complainant was a guest at the Motel. Complainant was told by Motel personnel that Complainant would have a wheelchair-accessible room during Complainant's stay at the Motel. There were in fact no features that were wheelchair accessible in Complainant's guest room. Complainant was unable to access the shower in the bathroom. There were no safety railings or other safety features in any part of the room. The room had an excessive amount of furniture and there was no room for the Complainant to maneuver in Complainant's wheelchair.
11. The parties agree that it is in their best interest, and the USAO believes that it is in the public interest, to resolve this matter without further litigation. Accordingly, the parties have agreed to resolve this matter as set forth below.
12. In consideration of, and consistent with, the terms of this Agreement, the United States agrees to refrain from filing a civil suit in this matter based on the facts alleged in paragraphs 8 through 10 and the remedial obligations set out in paragraphs 16 through 19, except as provided in the section entitled "Implementation."

#### **DEFINITIONS**

13. "ADA" means the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., and its implementing regulations.
14. "2010 ADA Standards" means the 2010 ADA Standards for Accessible Design, which consist of the 2004 ADAAG (as set out in appendices B and D to 36 C.F.R. pt. 1191) and the requirements contained in subpart D of 28 C.F.R. pt. 36. See 28 C.F.R. § 36.104 (definitions). The 2010 ADA Standards and accompanying guidance, as well as the 1991 ADA Standards and guidance, can be found in their entirety at [www.ada.gov](http://www.ada.gov).
15. "Alterations" and other forms of "alter" mean modification to a facility that has occurred since January 26, 1992, in a manner that affects or could affect the usability of that facility or part thereof, within the meaning of 42 U.S.C. § 12183(a)(2) and 28 C.F.R. §§ 36.402 and 403.

#### **REMEDIAL ACTIONS TO BE TAKEN BY GSHM**

16. In response to the complaint, the USAO investigated the Motel, including an on-site survey, and determined that no guest room at the Motel complied with the 2010 ADA Standards and that the Motel's office was not wheelchair accessible.
17. Since the on-site survey, GSHM has installed a doorbell at the bottom of the steps leading to the Motel's office as an alternate means for guests who use wheelchairs to check in to the Motel. Guests who use wheelchairs are able to press the doorbell to alert the desk

attendant to their presence. The desk attendant then exits the Motel office and obtains the necessary information from the guest to check the guest into the Motel.

18. Within twelve (12) months of the date of this Agreement, GSHM will complete all modifications required to execute the plan for an ADA compliant unit attached hereto as **Attachment A**.
19. Twelve (12) months after the effective date of this Agreement, GSHM will submit a written report to the USAO documenting its completion of all alterations required to execute the plan for an ADA compliant unit attached hereto as Attachment A. The report will include photographs identifying the elements in Attachment A that have been remediated.
20. GSHM will not retaliate against or otherwise interfere with the rights of any individual for filing a complaint with the USAO or otherwise exercising rights protected by the ADA. 42 U.S.C. § 12203(a).

#### **IMPLEMENTATION AND ENFORCEMENT**

21. This Settlement Agreement cannot be modified or amended except in writing, agreed to by the parties.
22. The USAO may review compliance with this Agreement at any time. If the USAO believes that this Agreement or any portion of it has been violated, it will notify GSHM and the parties will attempt to resolve the concerns in good faith. If the parties are unable to reach a satisfactory resolution of the issue(s) raised within thirty (30) days of the date that the USAO provides notice to GSHM, the USAO may institute a civil action in the appropriate federal district court to enforce this Agreement or the requirements of Title III.
23. It is a violation of this Agreement for GSHM to fail to comply in a timely manner with any of its requirements without obtaining advance written agreement from the USAO for an extension of the relevant timeframe imposed by the Agreement.
24. Failure by the USAO to enforce any provision or deadline in this Agreement shall not be construed as a waiver of the USAO's right to enforce any deadline or provision of this Agreement. The Agreement, including Attachment A, 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, will be enforceable under its provisions.
25. This Agreement is limited to the facts set forth above and does not purport to remedy or resolve any other existing or potential violations of the ADA or any other local or Federal law.

26. This Agreement does not affect GSHM's continuing responsibility to comply with all applicable aspects of Title III of the ADA.
27. This Agreement is a public document. A copy of this document or any information contained in it may be made available to any person.
28. The provisions of this Agreement shall be deemed severable, and any invalidity or unenforceability of one or more of its provisions shall not affect the validity or enforceability of the other provisions herein.
29. This Agreement is binding on GSHM, including all principals, agents, executors, administrators, representatives, employees, successors in interest, beneficiaries, and assigns. In the event that GSHM seeks to sell, transfer, or assign all or part of its interest in the Motel during the term of this Agreement, as a condition of sale, transfer, or assignment, GSHM will obtain the written agreement of the successor, buyer, transferee, or assignee to all obligations remaining under this Agreement for the remaining term of this Agreement.
30. The person signing this Agreement for GSHM represents that he is authorized to bind GSHM to this Agreement.
31. The effective date of this Agreement is the date of the last signature below. This Agreement will remain in effect for three (3) years from the effective date of this Agreement.

*[Signatures on the next page]*

FOR THE UNITED STATES

PHILLIP A. TALBERT  
United States Attorney

By: Emilia P. E. Morris

Date: 12/18/23

EMILIA P. E. MORRIS  
Assistant United States Attorney

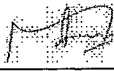
FOR GOLDEN STATE HOSPITALITY MANAGEMENT LLC

By: Rey Moh Hassan

Date: 12-15-23

REY HASSAN  
Hassan Law Firm  
1801 Bush Street, Suite 213  
San Francisco, CA 94109

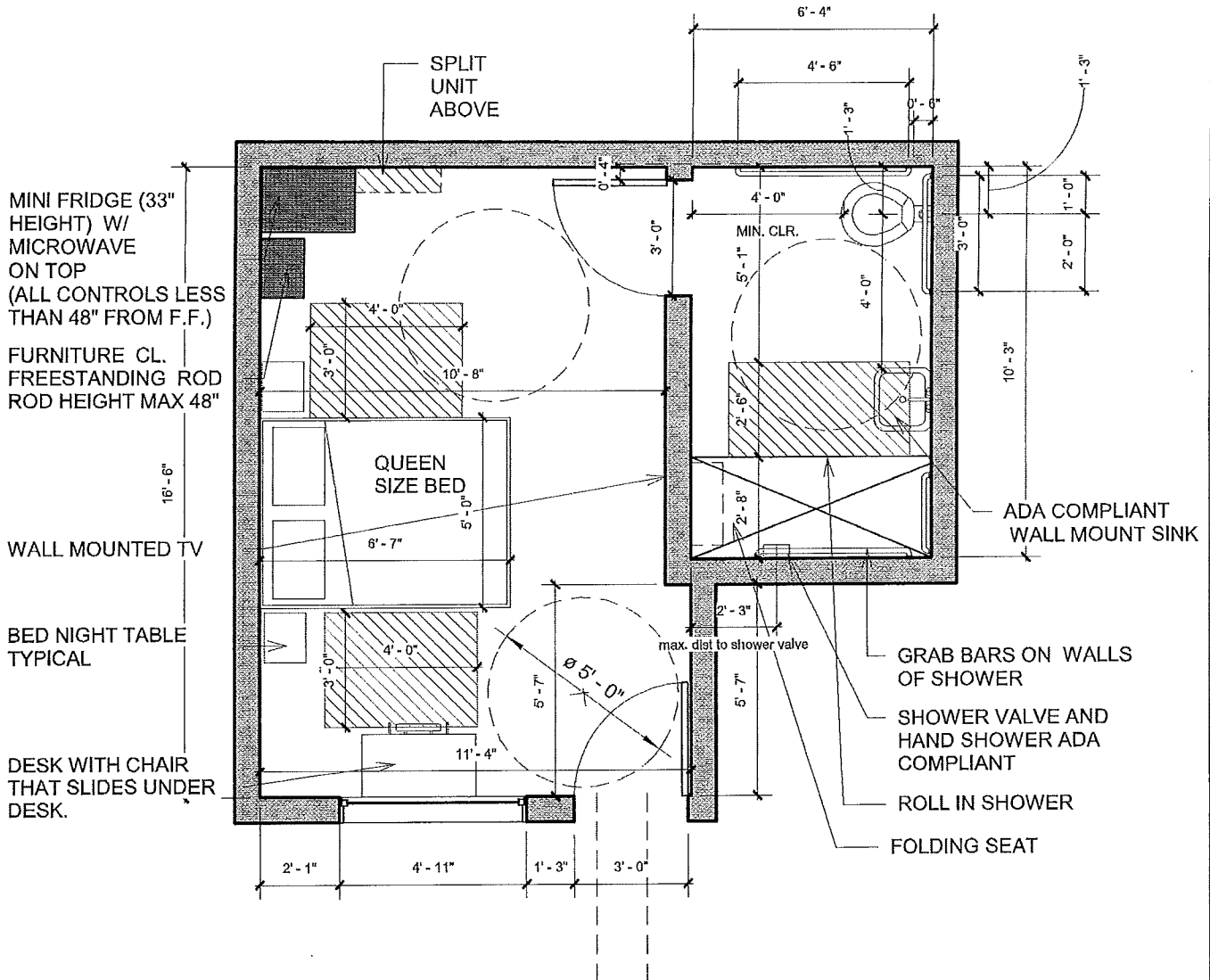
GOLDEN STATE HOSPITALITY MANAGEMENT LLC

By: 

Date: 11/28/2023

NOOR AHMED MUBEEN  
Chief Executive Officer and Member of Golden State Hospitality Management LLC

# ATTACHMENT A



① FLOOR PLAN ROOM #8- GROUND LEVEL  
 1/4" = 1'-0"

NOTE:  
 ALL CALIFORNIA ADA REQUIREMENTS TO BE MET FOR ROOM ALTERATION COMPLIANCE.  
 INCLUDING ALL DOOR CLEARANCES, BED CLEARANCES, WHEEL CHAIR TURN- AROUND, MOUNTING  
 HEIGHT OF ALL GRAB BARS, PLUMBING FIXTURES.

THERMOSTAT AND CHAIN LINK ON DOOR WILL BE UNDER 48" .  
 DRAPERY CONTROLS, THE CLOSET ROD, THE MICROWAVE AND REFRIGERATOR CONTROLS, AND ALL  
 OTHER OPERABLE CONTROLS MUST BE BETWEEN 15" AND 48" ABOVE THE FINISHED FLOOR.

	<b>EL Dorado Motel</b>		<b>ADA COMPLIANT UNIT</b>		
	22675 Twain Harte Dr, Twain Harte, CA 95383		Project number	01	
			Date	04-17-23	
			Drawn by	ARCHITECT	<b>A101</b>
			Checked by	ARCHITECT	