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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

ANN CUPOLO-FREEMAN, RUTHEE
GOLDKORN, JULIE REISKIN, and
KATHERINE CORBETT,

Plaintiffs,

v.

HOSPITALITY PROPERTIES TRUST,

Defendant.

Case No. 3:15-cv-00221-JST

**PLAINTIFFS’ SECOND AMENDED AND
SUPPLEMENTAL COMPLAINT FOR
DECLARATORY AND INJUNCTIVE
RELIEF**

Plaintiffs, Ann Cupolo-Freeman, Ruthee Goldkorn, Julie Reiskin, and Katherine Corbett
file their Second Amended and Supplemental Complaint for Declaratory and Injunctive Relief
and allege as follows:

INTRODUCTION

1
2 1. For more than 25 years, the Americans with Disabilities Act (“ADA”) has
3 required hotels that provide transportation services to their guests to provide equivalent
4 accessible transportation services to guests who use wheelchairs or scooters.

5 2. Nevertheless, Defendant Hospitality Properties Trust (“HPT”) -- which owns
6 and/or operates approximately 290 hotels spread among 38 states -- has repeatedly failed to
7 provide equivalent wheelchair-accessible transportation in hotels that provide transportation to
8 nondisabled guests.

9 3. As a result, while HPT’s nondisabled guests staying at these hotels can take
10 advantage of airport shuttle services and transportation services to areas near the hotels, guests
11 who use wheelchairs or scooters are denied equivalent services. This action is limited to HPT’s
12 violations of state and federal requirements governing accessible transportation, including for
13 example purchase and lease of accessible vehicles and provision of accessible transportation.

14 4. Plaintiffs seek declaratory and injunctive relief establishing that HPT has engaged
15 in violations of the ADA and California state law, and requiring HPT to comply with these
16 statutes by providing wheelchair-accessible transportation services that are equivalent to the
17 transportation services provided to nondisabled guests at HPT’s hotels.

JURISDICTION AND VENUE

18
19 5. Plaintiffs’ claims arise under Title III of the Americans with Disabilities Act, 42
20 U.S.C. § 12181, *et seq.*, and the Unruh Civil Rights Act, Cal. Civ. Code § 51, *et seq.* (“the
21 Unruh Act”).

22 6. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C.
23 §§ 1331 and 1343, and pursuant to its supplemental jurisdiction over Plaintiffs’ claims brought
24 under the laws of the State of California. This Court has jurisdiction over Plaintiffs’ claims for
25 declaratory and injunctive relief pursuant to 28 U.S.C. §§ 2201 and 2202.

26 7. This Court has specific jurisdiction over HPT because it owns and/or operates one
27 or more hotels located within the State of California and this District.
28

1 8. This Court has pendent personal jurisdiction over claims relating to hotels in other
2 states because all of the claims relating to HPT arise out of a common nucleus of operative facts.

3 9. Venue is proper within this District pursuant to 28 U.S.C. § 1391(b), (c)(2), and
4 (d) and pursuant to the doctrine of pendent venue.

5 **INTRADISTRICT ASSIGNMENT**

6 10. This action arises in part in San Mateo County and thus is properly assigned to the
7 San Francisco/Oakland Division.

8 **PARTIES**

9 11. Plaintiff Ann Cupolo-Freeman is and has been at all times material hereto a
10 resident of Alameda County in the State of California. Plaintiff Cupolo-Freeman has diastrophic
11 dysplasia and uses a motorized wheelchair for mobility. She has a disability within the meaning
12 of the ADA, 42 U.S.C. § 12102, and a physical disability as that term is defined in applicable
13 California law, including California Government Code section 12926. Because Ms. Cupolo-
14 Freeman requires a wheelchair-accessible vehicle in order to utilize transportation services
15 offered by hotels, she has a personal interest in ensuring that hotels comply with federal and state
16 requirements governing provision of accessible transportation services to hotel guests. She is
17 also a tester in this litigation.

18 12. Plaintiff Ruthee Goldkorn is and has been at all times material hereto a resident of
19 the State of California. Plaintiff Goldkorn has multiple sclerosis and uses a power wheelchair for
20 mobility. She has a disability within the meaning of the ADA, 42 U.S.C. § 12102, and a physical
21 disability as that term is defined in applicable California law, including California Government
22 Code section 12926. Because Ms. Goldkorn requires a wheelchair-accessible vehicle in order to
23 utilize transportation services offered by hotels, she has a personal interest in ensuring that hotels
24 comply with federal and state requirements governing provision of accessible transportation
25 services to hotel guests. She is also a tester in this litigation.

26 13. Plaintiff Julie Reiskin is and has been at all times material hereto a resident of the
27 State of Colorado. Plaintiff Reiskin is a Board Member of the Legal Services Corporation and
28 the Executive Director of the Colorado Cross-Disability Coalition. She travels frequently across

1 the country. Plaintiff Reiskin has multiple sclerosis and uses a power wheelchair for mobility.
2 She has a disability within the meaning of the ADA, 42 U.S.C. § 12102, and a physical disability
3 as that term is defined in applicable California law, including California Government Code
4 section 12926. Because Ms. Reiskin requires a wheelchair-accessible vehicle in order to utilize
5 transportation services offered by hotels, she has a personal interest in ensuring that hotels
6 comply with federal and state requirements governing provision of accessible transportation
7 services to hotel guests. She is also a tester in this litigation.

8 14. Plaintiff Katherine Corbett is and has been at all times material hereto a resident
9 of Contra Costa County in the State of California. Plaintiff Corbett is a writer, publisher, and
10 public speaker. She travels frequently across the country. Plaintiff Corbett has post polio
11 syndrome and uses a power wheelchair for mobility. She has a disability within the meaning of
12 the ADA, 42 U.S.C. § 12102, and a physical disability as that term is defined in applicable
13 California law, including California Government Code section 12926. Because Ms. Corbett
14 requires a wheelchair-accessible vehicle in order to utilize transportation services offered by
15 hotels, she has a personal interest in ensuring that hotels comply with federal and state
16 requirements governing provision of accessible transportation services to hotel guests. She is
17 also a tester in this litigation.

18 15. Defendant HPT is an investment trust incorporated in Maryland, with its principal
19 place of business at Two Newton Place, 255 Washington Street, Suite 300, Newton,
20 Massachusetts. HPT is a publicly traded real estate investment trust. HPT owns and/or operates
21 hotels throughout the United States, including approximately 47 hotels in the State of California.

22 FACTS

23 16. HPT owns and/or operates hotels -- including but not limited to those discussed
24 below -- that provide fixed route and/or demand responsive transportation systems and HPT
25 operates such transportation systems, either directly or through a contractual or other
26 arrangement or relationship.

27 17. The hotels discussed below all appear on the List of HPT Properties available on
28 this webpage: <https://www.hptreit.com/portfolio/properties/default.aspx> (last visited and

1 downloaded March 14, 2019) which is incorporated herein by reference. A list of the hotels
2 discussed below, along with their address, cities, and states is set forth in an Appendix hereto.

3 18. HPT has engaged in a pattern or practice of failing to provide accessible and/or
4 equivalent transportation at its hotels, including but not limited to the violations described below.
5 Discovery may reveal additional ways in which the accessible transportation services violate
6 Title III and/or the Unruh Act.

7 19. **Country Inn & Suites by Carlson Sunnyvale** located in Sunnyvale, CA, is
8 owned and/or operated by HPT, which operates a fixed route and/or demand responsive
9 transportation system at the hotel either directly or through a contractual or other arrangement or
10 relationship.

11 a. **Country Inn & Suites by Carlson Sunnyvale** provides its guests with a
12 shuttle to and from the San Jose International Airport, in addition to a local
13 shuttle service to business parks within a five-mile radius of the hotel. The
14 shuttle is available from 7 AM until 7 PM Monday through Friday. Guests
15 simply notify the front desk when they arrive that they will want a ride. The
16 website for this hotel provides information concerning the inaccessible shuttle,
17 but provides no information concerning accessible shuttle services.

18 b. On October 7, 2014, staff for Plaintiffs' counsel called **Country Inn & Suites**
19 **by Carlson Sunnyvale**. During the call, the staff member learned from the
20 individual(s) on the phone that the hotel provides free transportation services
21 to guests, but does not provide free wheelchair-accessible transportation.
22

23 c. On or about October 28, 2014, Plaintiff Cupolo-Freeman telephoned the
24 **Country Inn & Suites by Carlson Sunnyvale** and asked if it provided
25 wheelchair-accessible shuttle services. She was informed that the hotel does
26 not offer wheelchair-accessible shuttle services.
27
28

1 d. On or about June 17, 2015, Plaintiff Cupolo-Freeman again telephoned the
2 **Country Inn & Suites by Carlson by Carlson Sunnyvale** and asked if it
3 provided wheelchair-accessible shuttle services. She was informed that the
4 hotel does not have an accessible shuttle, but that arrangements could be made
5 to secure wheelchair-accessible transportation. Plaintiff Cupolo-Freeman
6 requested the phone number of the taxi company that the hotel would call to
7 make these arrangements. Plaintiff Cupolo-Freeman called this company to
8 request information on their wheelchair-accessible transportation services, and
9 was given the phone number of a separate company, a company called Just
10 Go.

11
12 e. According to its website, Just Go is “super busy” and recommends that
13 reservations be made “as far in advance as you can (we accept reservations for
14 up to 30 days in advance),” and at a minimum at least 48 hours in advance to
15 ensure a ride. Further, whereas transportation services provided by the hotel
16 are available beginning at 7 AM, Just Go begins operations at 8 AM.

17
18 f. The purportedly accessible transportation services are not equivalent to those
19 offered nondisabled guests in at least the following ways: the accessible
20 transportation services are not offered during the same hours that the
21 inaccessible transportation services are offered; the accessible transportation
22 services require longer advance notice than the inaccessible transportation
23 services; and information concerning the inaccessible shuttle is available on
24 the hotel website, whereas information concerning the accessible shuttle is
25 not. Discovery may reveal additional ways in which the accessible
26 transportation services are not equivalent to those offered to nondisabled
27 guests.
28

- 1 g. Had the hotel provided equivalent wheelchair-accessible shuttle services, and
2 had it informed Plaintiff Cupolo-Freeman of those services, she intended to
3 stay at the hotel and to use those services. She was deterred from doing so by
4 the hotel's lack of equivalent wheelchair-accessible shuttle services.
- 5 h. Plaintiff Cupolo-Freeman would like to stay at the **Country Inn & Suites by**
6 **Carlson Sunnyvale** in the future and use the hotel's transportation services,
7 and will do so if the hotel accurately informs her that it provides equivalent
8 accessible transportation services.
- 9 i. Plaintiff's expert called **Country Inn & Suites by Carlson Sunnyvale** on
10 September 21, 2015. During the call, he learned from the individual(s) on the
11 phone that the hotel provides free transportation services to guests, but does
12 not provide free wheelchair-accessible transportation.
- 13 j. Staff for Plaintiffs' counsel called **Country Inn & Suites by Carlson**
14 **Sunnyvale** on January 16, 2018. During the call, the staff member learned
15 from the individual(s) on the phone that the hotel provides free transportation
16 services to guests, but does not provide free wheelchair-accessible
17 transportation.
- 18 k. Plaintiff Corbett called **Country Inn & Suites by Carlson Sunnyvale** on
19 May 14, 2018. During the call, she learned from the individual(s) on the
20 phone that the hotel provides free transportation services to guests, but does
21 not provide free wheelchair-accessible transportation.
- 22
23
24

25 20. **Staybridge Suites San Diego-Sorrento Mesa** in San Diego, CA, is owned and/or
26 operated by HPT, which operates a fixed route and/or demand responsive transportation system
27 at the hotel either directly or through a contractual or other arrangement or relationship.
28

- 1 a. **Staybridge Suites San Diego-Sorrento Mesa**, according to its website,
2 provides its guests with free local shuttle service to locations within a five-
3 mile radius of the hotel.
- 4 b. On October 9, 2014, staff for Plaintiffs' counsel called **Staybridge Suites San**
5 **Diego-Sorrento Mesa**. During the call, the staff member learned from the
6 individual(s) on the phone that the hotel provides free transportation to guests,
7 but does not provide free wheelchair-accessible transportation.
- 8 c. On or about June 24, 2015, Plaintiff Goldkorn telephoned the **Staybridge**
9 **Suites San Diego-Sorrento Mesa** and asked if it provided wheelchair-
10 accessible shuttle services. She was informed that the hotel does not have an
11 accessible shuttle. Plaintiff Goldkorn was told that the hotel could request a
12 accessible shuttle. Plaintiff Goldkorn was told that the hotel could request a
13 local wheelchair-accessible taxi for a guest requiring accessible transportation,
14 but that the guest would have to pay for the taxi.
- 15 d. The purportedly accessible transportation services are not equivalent to those
16 offered nondisabled guests in at least the following ways: guests who use
17 wheelchairs or scooters for mobility must pay for accessible transportation
18 services, whereas nondisabled guests are provided with free transportation
19 services. Discovery may reveal additional ways in which the accessible
20 transportation services are not equivalent to those offered to nondisabled
21 guests.
- 22 e. Had the hotel provided equivalent wheelchair-accessible shuttle services, and
23 had it informed Plaintiff Goldkorn of those services, she intended to stay at
24 the hotel and to use those services. She was deterred from doing so by the
25 hotel's lack of equivalent wheelchair-accessible shuttle services.
26
27
28

- 1 f. Plaintiff Goldkorn would like to stay at the **Staybridge Suites San Diego-**
2 **Sorrento Mesa** in the future and use the hotel's transportation services, and
3 will do so if the hotel accurately informs her that it provides equivalent
4 accessible transportation services.
- 5 g. Plaintiffs' expert called **Staybridge Suites San Diego-Sorrento Mesa** on
6 September 1, 2015. During the call, he learned from the individual(s) on the
7 phone that the hotel provides free transportation to guests, but does not
8 provide free wheelchair-accessible transportation.
- 9 h. Staff for Plaintiffs' counsel called **Staybridge Suites San Diego-Sorrento**
10 **Mesa** on January 16, 2018. During the call, the staff member learned from the
11 individual(s) on the phone that the hotel provides free transportation to guests,
12 but does not provide free wheelchair-accessible transportation.
- 13 i. Staff for Plaintiffs' counsel called **Staybridge Suites San Diego-Sorrento**
14 **Mesa** on June 22, 2018. During the call, the staff member learned from the
15 individual(s) on the phone that the hotel provides free transportation to guests,
16 but does not provide free wheelchair-accessible transportation.
- 17 j. Staff for Plaintiffs' counsel called **Staybridge Suites San Diego-Sorrento**
18 **Mesa** on July 23, 2018. During the call, the staff member learned from the
19 individual(s) on the phone that the hotel provides free transportation to guests,
20 but does not provide free wheelchair-accessible transportation.
- 21 k. Staff for Plaintiffs' counsel called **Staybridge Suites San Diego-Sorrento**
22 **Mesa** on September 27, 2018. During the call, the staff member learned from
23 the individual(s) on the phone that the hotel provides free transportation to
24 guests, but does not provide free wheelchair-accessible transportation.
25
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27
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1 21. **Staybridge Suites San Francisco Airport** in San Bruno, CA is owned and/or
2 operated by HPT.

3 a. **Staybridge Suites San Francisco Airport**, according to its website, provides
4 its guests with complimentary shuttle service to and from San Francisco
5 Airport and to other locations within a five-mile radius of the hotel.

6 Nondisabled guests using the hotel's shuttle service are asked to notify the
7 hotel an hour in advance for the airport shuttle and a day in advance for the
8 non-airport shuttle. The website for this hotel provides information concerning
9 the inaccessible shuttle, but provides no information concerning accessible
10 shuttle services.

11
12 b. On October 6, 2014, staff for Plaintiffs' counsel called **Staybridge Suites San**
13 **Francisco Airport**. During the call, the staff member learned from the
14 individual(s) on the phone that the hotel provides free transportation to guests,
15 but does not provide free wheelchair-accessible transportation.

16
17 c. On or about June 29, 2015, Plaintiff Reiskin telephoned the **Staybridge**
18 **Suites San Francisco Airport** and asked if it provided wheelchair-accessible
19 shuttle services. She was informed that the hotel does not have an accessible
20 shuttle, and that the hotel would need at least two days advance notice to
21 arrange accessible transportation for a guest. In addition, the hotel employee
22 stated that it was unclear whether the hotel or the guest would have to pay for
23 the accessible shuttle.

24
25 d. The purportedly accessible transportation services are not equivalent to those
26 offered nondisabled guests in at least the following ways: guests who use
27 wheelchairs or scooters for mobility must provide at least two days advance
28 notice, whereas nondisabled guests need only provide one hour notice for the

1 airport shuttle, and one day notice for the non-airport shuttle; nondisabled
2 guests know in advance that they will not be required to pay for their
3 transportation services, whereas disabled guests do not know whether this will
4 be the case; and information concerning the inaccessible shuttle is available
5 on the hotel website, whereas information concerning the accessible shuttle is
6 not. Discovery may reveal additional ways in which the accessible
7 transportation services are not equivalent to those offered to nondisabled
8 guests.

9
10 e. Had the hotel provided equivalent wheelchair-accessible shuttle services, and
11 had it informed Plaintiff Reiskin of those services, she intended to stay at the
12 hotel and to use those services. She was deterred from doing so by the hotel's
13 lack of equivalent wheelchair-accessible shuttle services.

14
15 f. Plaintiff Reiskin would like to stay at the **Staybridge Suites San Francisco**
16 **Airport** in the future and use the hotel's transportation services, and will do
17 so if the hotel accurately informs her that it provides equivalent accessible
18 transportation services.

19
20 g. Plaintiffs' expert called **Staybridge Suites San Francisco Airport** on August
21 17, 2015. During the call, he learned from the individual(s) on the phone that
22 the hotel provides free transportation to guests, but does not provide free
23 wheelchair-accessible transportation.

24
25 h. Staff for Plaintiffs' counsel called **Staybridge Suites San Francisco Airport**
26 on January 17, 2018. During the call, the staff member learned from the
27 individual(s) on the phone that the hotel provides free transportation to guests,
28 but does not provide free wheelchair-accessible transportation.

- 1 i. Staff for Plaintiffs' counsel called **Staybridge Suites San Francisco Airport**
2 on January 23, 2018. During the call, the staff member learned from the
3 individual(s) on the phone that the hotel provides free transportation to guests,
4 but does not provide free wheelchair-accessible transportation.
5
6 j. Plaintiff Corbett called **Staybridge Suites San Francisco Airport** on May
7 14, 2018. During the call, she learned from the individual(s) on the phone that
8 the hotel provides free transportation to guests, but does not provide free
9 wheelchair-accessible transportation.
10
11 k. Plaintiff Reiskin called **Staybridge Suites San Francisco Airport** on May
12 20, 2018. During the call, she learned from the individual(s) on the phone that
13 the hotel provides free transportation to guests, but does not provide free
14 wheelchair-accessible transportation.

15 22. **Candlewood Suites Boston Burlington** is owned and/or operated by HPT, which
16 operates a fixed route and/or demand responsive transportation system at the hotel either directly
17 or through a contractual or other arrangement or relationship.

- 18 a. On September 15, 2015, Plaintiffs' expert called **Candlewood Suites Boston**
19 **Burlington**. During the call, he learned from the individual(s) on the phone
20 that the hotel provides free transportation services to guests, but does not
21 provide free wheelchair-accessible transportation.
22
23 b. Staff for Plaintiffs' counsel called **Candlewood Suites Boston Burlington** on
24 January 16, 2018. During the call, the staff member learned from the
25 individual(s) on the phone that the hotel provides free transportation services
26 to guests, but does not provide free wheelchair-accessible transportation.
27
28 c. Plaintiff Corbett called **Candlewood Suites Boston Burlington** on August
13, 2018. During the call, she learned from the individual(s) on the phone that

1 the hotel provides free transportation services to guests, but does not provide
2 free wheelchair-accessible transportation.

3 d. Had **Candlewood Suites Boston Burlington** provided equivalent wheelchair-
4 accessible shuttle services, and had it informed Plaintiff Corbett of those
5 services, she intended to stay at the hotel and to use those services. She was
6 deterred from doing so by the hotel's lack of equivalent wheelchair-accessible
7 shuttle services.

8
9 e. Plaintiff Corbett would like to stay at the **Candlewood Suites Boston**
10 **Burlington** in the future and use the hotel's transportation services, and will
11 do so if the hotel accurately informs her that it provides equivalent accessible
12 transportation services.

13
14 23. **Candlewood Suites Chicago Naperville** is owned and/or operated by HPT,
15 which operates a fixed route and/or demand responsive transportation system at the hotel either
16 directly or through a contractual or other arrangement or relationship.

17 a. On August 18, 2015, Plaintiffs' expert called **Candlewood Suites Chicago**
18 **Naperville**. During the call, he learned from the individual(s) on the phone
19 that the hotel provides free transportation services to guests, but does not
20 provide free wheelchair-accessible transportation.

21 b. Staff for Plaintiffs' counsel called **Candlewood Suites Chicago Naperville**
22 on January 19, 2018. During the call, the staff member learned from the
23 individual(s) on the phone that the hotel provides free transportation services
24 to guests, but does not provide free wheelchair-accessible transportation.

25
26 c. Plaintiff Reiskin called **Candlewood Suites Chicago Naperville** on May 21,
27 2018. During the call, she learned from the individual(s) on the phone that the
28

1 hotel provides free transportation services to guests, but does not provide free
2 wheelchair-accessible transportation.

3 d. Had **Candlewood Suites Chicago Naperville** provided equivalent
4 wheelchair-accessible shuttle services, and had it informed Plaintiff Reiskin of
5 those services, she intended to stay at the hotel and to use those services. She
6 was deterred from doing so by the hotel's lack of equivalent wheelchair-
7 accessible shuttle services.
8

9 e. Plaintiff Reiskin would like to stay at the **Candlewood Suites Chicago**
10 **Naperville** in the future and use the hotel's transportation services, and will
11 do so if the hotel accurately informs her that it provides equivalent accessible
12 transportation services.
13

14 f. Plaintiff Corbett called **Candlewood Suites Chicago Naperville** on June 14,
15 2018. During the call, she learned from the individual(s) on the phone that the
16 hotel provides free transportation services to guests, but does not provide free
17 wheelchair-accessible transportation.

18 24. **Candlewood Suites Chicago O'Hare** is owned and/or operated by HPT, which
19 operates a fixed route and/or demand responsive transportation system at the hotel either directly
20 or through a contractual or other arrangement or relationship.

21 a. On August 24, 2015, Plaintiffs' expert called **Candlewood Suites Chicago**
22 **O'Hare**. During the call, he learned from the individual(s) on the phone that
23 the hotel provides free transportation services to guests, but does not provide
24 free wheelchair-accessible transportation.
25

26 b. Staff for Plaintiffs' counsel called **Candlewood Suites Chicago O'Hare** on
27 January 19, 2018. During the call, the staff member learned from the
28

1 individual(s) on the phone that the hotel provides free transportation services
2 to guests, but does not provide free wheelchair-accessible transportation.

3 c. Plaintiff Reiskin called **Candlewood Suites Chicago O'Hare** on May 21,
4 2018. During the call, she learned from the individual(s) on the phone that the
5 hotel provides free transportation services to guests, but does not provide free
6 wheelchair-accessible transportation.

7
8 d. Had **Candlewood Suites Chicago O'Hare** provided equivalent wheelchair-
9 accessible shuttle services, and had it informed Plaintiff Reiskin of those
10 services, she intended to stay at the hotel and to use those services. She was
11 deterred from doing so by the hotel's lack of equivalent wheelchair-accessible
12 shuttle services.

13
14 e. Plaintiff Reiskin would like to stay at the **Candlewood Suites Chicago**
15 **O'Hare** in the future and use the hotel's transportation services, and will do
16 so if the hotel accurately informs her that it provides equivalent accessible
17 transportation services.

18
19 f. Plaintiff Corbett called **Candlewood Suites Chicago O'Hare** on June 14,
20 2018. During the call, she learned from the individual(s) on the phone that the
21 hotel provides free transportation services to guests, but does not provide free
22 wheelchair-accessible transportation.

23 25. **Candlewood Suites Dallas by the Galleria** is owned and/or operated by HPT,
24 which operates a fixed route and/or demand responsive transportation system at the hotel either
25 directly or through a contractual or other arrangement or relationship.

26 a. On October 17, 2014, staff for Plaintiffs' counsel called **Candlewood Suites**
27 **Dallas by the Galleria**. During the call, the staff member learned from the
28

1 individual(s) on the phone that the hotel provides free transportation services
2 to guests, but does not provide free wheelchair-accessible transportation.

3 b. Plaintiff Corbett called **Candlewood Suites Dallas by the Galleria** on
4 November 10, 2014. During the call, she learned from the individual(s) on the
5 phone that the hotel provides free transportation services to guests, but does
6 not provide free wheelchair-accessible transportation.

7
8 c. Plaintiffs' expert called **Candlewood Suites Dallas by the Galleria** on
9 August 17, 2015. During the call, he learned from the individual(s) on the
10 phone that the hotel provides free transportation services to guests, but does
11 not provide free wheelchair-accessible transportation.

12 d. Staff for Plaintiffs' counsel called **Candlewood Suites Dallas by the Galleria**
13 on January 18, 2018. During the call, the staff member learned from the
14 individual(s) on the phone that the hotel provides free transportation services
15 to guests, but does not provide free wheelchair-accessible transportation.

16
17 e. Plaintiff Reiskin called **Candlewood Suites Dallas by the Galleria** on May
18 29, 2018. During the call, she learned from the individual(s) on the phone that
19 the hotel provides free transportation services to guests, but does not provide
20 free wheelchair-accessible transportation

21
22 f. Plaintiff Corbett called **Candlewood Suites Dallas by the Galleria** on August
23 13, 2018. During the call, she learned from the individual(s) on the phone that
24 the hotel provides free transportation services to guests, but does not provide
25 free wheelchair-accessible transportation.

26 g. Had **Candlewood Suites Dallas by the Galleria** provided equivalent
27 wheelchair-accessible shuttle services, and had it informed Plaintiff Corbett of
28 those services, she intended to stay at the hotel and to use those services. She

1 was deterred from doing so by the hotel's lack of equivalent wheelchair-
2 accessible shuttle services.

- 3 h. Plaintiff Corbett would like to stay at the **Candlewood Suites Dallas by the**
4 **Galleria** in the future and use the hotel's transportation services, and will do
5 so if the hotel accurately informs her that it provides equivalent accessible
6 transportation services.
7

8 26. **Candlewood Suites Parsippany Morris Plains** is owned and/or operated by
9 HPT, which operates a fixed route and/or demand responsive transportation system at the hotel
10 either directly or through a contractual or other arrangement or relationship.

- 11 a. On July 31, 2015, Plaintiffs' expert called **Candlewood Suites Parsippany**
12 **Morris Plains**. During the call, he learned from the individual(s) on the phone
13 that the hotel provides free transportation services to guests, but does not
14 provide free wheelchair-accessible transportation.

- 15 b. Staff for Plaintiffs' counsel called **Candlewood Suites Parsippany Morris**
16 **Plains** on January 19, 2018. During the call, the staff member learned from
17 the individual(s) on the phone that the hotel provides free transportation
18 services to guests, but does not provide free wheelchair-accessible
19 transportation.
20

- 21 c. Plaintiff Reiskin called **Candlewood Suites Parsippany Morris Plains** on
22 May 29, 2018. During the call, she learned from the individual(s) on the
23 phone that the hotel provides free transportation services to guests, but does
24 not provide free wheelchair-accessible transportation.
25

- 26 d. Had **Candlewood Suites Parsippany Morris Plains** provided equivalent
27 wheelchair-accessible shuttle services, and had it informed Plaintiff Reiskin of
28 those services, she intended to stay at the hotel and to use those services. She

1 was deterred from doing so by the hotel's lack of equivalent wheelchair-
2 accessible shuttle services.

3 e. Plaintiff Reiskin would like to stay at the **Candlewood Suites Parsippany**
4 **Morris Plains** in the future and use the hotel's transportation services, and
5 will do so if the hotel accurately informs her that it provides equivalent
6 accessible transportation services.

7
8 f. Plaintiff Corbett called **Candlewood Suites Parsippany Morris Plains** on
9 August 13, 2018. During the call, she learned from the individual(s) on the
10 phone that the hotel provides free transportation services to guests, but does
11 not provide free wheelchair-accessible transportation.

12 27. **Candlewood Suites Philadelphia Willow Grove** is owned and/or operated by
13 HPT, which operates a fixed route and/or demand responsive transportation system at the hotel
14 either directly or through a contractual or other arrangement or relationship.

15 a. On August 17, 2015, Plaintiffs' expert called **Candlewood Suites**
16 **Philadelphia Willow Grove**. During the call, he learned from the
17 individual(s) on the phone that the hotel provides free transportation services
18 to guests, but does not provide free wheelchair-accessible transportation.

19 b. Staff for Plaintiffs' counsel called **Candlewood Suites Philadelphia Willow**
20 **Grove** on January 19, 2018. During the call, the staff member learned from
21 the individual(s) on the phone that the hotel provides free transportation
22 services to guests, but does not provide free wheelchair-accessible
23 transportation.

24 c. Plaintiff Reiskin called **Candlewood Suites Philadelphia Willow Grove** on
25 May 29, 2018. During the call, she learned from the individual(s) on the
26
27
28

1 phone that the hotel provides free transportation services to guests, but does
2 not provide free wheelchair-accessible transportation.

3 d. Plaintiff Corbett called **Candlewood Suites Philadelphia Willow Grove** on
4 August 13, 2018. During the call, she learned from the individual(s) on the
5 phone that the hotel provides free transportation services to guests, but does
6 not provide free wheelchair-accessible transportation.
7

8 e. Had **Candlewood Suites Philadelphia Willow Grove** provided equivalent
9 wheelchair-accessible shuttle services, and had it informed Plaintiff Corbett of
10 those services, she intended to stay at the hotel and to use those services. She
11 was deterred from doing so by the hotel's lack of equivalent wheelchair-
12 accessible shuttle services.
13

14 f. Plaintiff Corbett would like to stay at the **Candlewood Suites Philadelphia**
15 **Willow Grove** in the future and use the hotel's transportation services, and
16 will do so if the hotel accurately informs her that it provides equivalent
17 accessible transportation services.

18 28. **The Chase Park Plaza Royal Sonesta St. Louis** is owned and/or operated by
19 HPT, which operates a fixed route and/or demand responsive transportation system at the hotel
20 either directly or through a contractual or other arrangement or relationship.

21 a. On January 22, 2018, staff for Plaintiffs' counsel called **The Chase Park**
22 **Plaza Royal Sonesta St. Louis**. During the call, the staff member learned
23 from the individual(s) on the phone that the hotel provides free transportation
24 to guests, but does not provide free wheelchair-accessible transportation.
25

26 b. Plaintiff Reiskin called **The Chase Park Plaza Royal Sonesta St. Louis** on
27 May 28, 2018. During the call, she learned from the individual(s) on the
28

1 phone that the hotel provides free transportation to guests, but does not
2 provide free wheelchair-accessible transportation.

3 c. Had **The Chase Park Plaza Royal Sonesta St. Louis** provided equivalent
4 wheelchair-accessible shuttle services, and had it informed Plaintiff Reiskin of
5 those services, she intended to stay at the hotel and to use those services. She
6 was deterred from doing so by the hotel's lack of equivalent wheelchair-
7 accessible shuttle services.

8
9 d. Plaintiff Reiskin would like to stay at the **The Chase Park Plaza Royal**
10 **Sonesta St. Louis** in the future and use the hotel's transportation services, and
11 will do so if the hotel accurately informs her that it provides equivalent
12 accessible transportation services.

13
14 e. Plaintiff Corbett called **The Chase Park Plaza Royal Sonesta St. Louis** on
15 August 13, 2018. During the call, she learned from the individual(s) on the
16 phone that the hotel provides free transportation to guests, but does not
17 provide free wheelchair-accessible transportation

18 29. **Country Inn & Suites San Diego North** is owned and/or operated by HPT,
19 which operates a fixed route and/or demand responsive transportation system at the hotel either
20 directly or through a contractual or other arrangement or relationship.

21 a. On October 9, 2014, staff for Plaintiffs' counsel called **Country Inn & Suites**
22 **San Diego North**. During the call, the staff member learned from the
23 individual(s) on the phone that the hotel provides free transportation services
24 to guests, but does not provide free wheelchair-accessible transportation.

25
26 b. Plaintiffs' expert called **Country Inn & Suites San Diego North** on August
27 27, 2015. During the call, he learned from the individual(s) on the phone that
28

1 the hotel provides free transportation services to guests, but does not provide
2 free wheelchair-accessible transportation.

3 c. Staff for Plaintiffs' counsel called **Country Inn & Suites San Diego North**
4 on January 16, 2018. During the call, the staff member learned from the
5 individual(s) on the phone that the hotel provides free transportation services
6 to guests, but does not provide free wheelchair-accessible transportation.

7
8 d. Plaintiff Corbett called **Country Inn & Suites San Diego North** on May 14,
9 2018. During the call, she learned from the individual(s) on the phone that the
10 hotel provides free transportation services to guests, but does not provide free
11 wheelchair-accessible transportation.

12 e. Had **Country Inn & Suites San Diego North** provided equivalent
13 wheelchair-accessible shuttle services, and had it informed Plaintiff Corbett of
14 those services, she intended to stay at the hotel and to use those services. She
15 was deterred from doing so by the hotel's lack of equivalent wheelchair-
16 accessible shuttle services.

17
18 f. Plaintiff Corbett would like to stay at the **Country Inn & Suites San Diego**
19 **North** in the future and use the hotel's transportation services, and will do so
20 if the hotel accurately informs her that it provides equivalent accessible
21 transportation services.

22
23 g. Plaintiff Reiskin called **Country Inn & Suites San Diego North** on May 20,
24 2018. During the call, she learned from the individual(s) on the phone that the
25 hotel provides free transportation services to guests, but does not provide free
26 wheelchair-accessible transportation.

1 30. **Courtyard Chicago Arlington Heights North** is owned and/or operated by
2 HPT, which operates a fixed route and/or demand responsive transportation system at the hotel
3 either directly or through a contractual or other arrangement or relationship.

4 a. On September 2, 2015, Plaintiffs' expert called **Courtyard Chicago**
5 **Arlington Heights North**. During the call, he learned from the individual(s)
6 on the phone that the hotel provides free transportation services to guests, but
7 does not provide free wheelchair-accessible transportation.

8
9 b. Staff for Plaintiffs' counsel called **Courtyard Chicago Arlington Heights**
10 **North** on January 19, 2018. During the call, the staff member learned from
11 the individual(s) on the phone that the hotel provides free transportation
12 services to guests, but does not provide free wheelchair-accessible
13 transportation.

14
15 c. Plaintiff Reiskin called **Courtyard Chicago Arlington Heights North** on
16 May 21, 2018. During the call, she learned from the individual(s) on the
17 phone that the hotel provides free transportation services to guests, but does
18 not provide free wheelchair-accessible transportation.

19 d. Had **Courtyard Chicago Arlington Heights North** provided equivalent
20 wheelchair-accessible shuttle services, and had it informed Plaintiff Reiskin of
21 those services, she intended to stay at the hotel and to use those services. She
22 was deterred from doing so by the hotel's lack of equivalent wheelchair-
23 accessible shuttle services.

24
25 e. Plaintiff Reiskin would like to stay at the **Courtyard Chicago Arlington**
26 **Heights North** in the future and use the hotel's transportation services, and
27 will do so if the hotel accurately informs her that it provides equivalent
28 accessible transportation services.

- 1 f. Plaintiff Corbett called **Courtyard Chicago Arlington Heights North** on
2 June 14, 2018. During the call, she learned from the individual(s) on the
3 phone that the hotel provides free transportation services to guests, but does
4 not provide free wheelchair-accessible transportation.
5
6 g. Staff for Plaintiffs' counsel called **Courtyard Chicago Arlington Heights**
7 **North** on July 11, 2018. During the call, the staff member learned from the
8 individual(s) on the phone that the hotel provides free transportation services
9 to guests, but does not provide free wheelchair-accessible transportation.
10
11 h. Staff for Plaintiffs' counsel called **Courtyard Chicago Arlington Heights**
12 **North** on August 3, 2018. During the call, the staff member learned from the
13 individual(s) on the phone that the hotel provides free transportation services
14 to guests, but does not provide free wheelchair-accessible transportation.
15
16 i. Staff for Plaintiffs' counsel called **Courtyard Chicago Arlington Heights**
17 **North** on September 19, 2018. During the call, the staff member learned from
18 the individual(s) on the phone that the hotel provides free transportation
19 services to guests, but does not provide free wheelchair-accessible
20 transportation.

21 31. **Courtyard Dallas Central Expressway** is owned and/or operated by HPT,
22 which operates a fixed route and/or demand responsive transportation system at the hotel either
23 directly or through a contractual or other arrangement or relationship.

- 24 a. On July 31, 2015, Plaintiffs' expert called **Courtyard Dallas Central**
25 **Expressway**. During the call, he learned from the individual(s) on the phone
26 that the hotel provides free transportation services to guests, but does not
27 provide free wheelchair-accessible transportation.
28

- 1 b. Staff for Plaintiffs' counsel called **Courtyard Dallas Central Expressway** on
2 January 22, 2018. During the call, the staff member learned from the
3 individual(s) on the phone that the hotel provides free transportation services
4 to guests, but does not provide free wheelchair-accessible transportation.
5
6 c. Plaintiff Reiskin called **Courtyard Dallas Central Expressway** on May 29,
7 2018. During the call, she learned from the individual(s) on the phone that the
8 hotel provides free transportation services to guests, but does not provide free
9 wheelchair-accessible transportation.
10
11 d. Staff for Plaintiffs' counsel called **Courtyard Dallas Central Expressway** on
12 July 18, 2018. During the call, the staff member learned from the individual(s)
13 on the phone that the hotel provides free transportation services to guests, but
14 does not provide free wheelchair-accessible transportation.
15
16 e. Plaintiff Corbett called **Courtyard Dallas Central Expressway** on August
17 13, 2018. During the call, she learned from the individual(s) on the phone that
18 the hotel provides free transportation services to guests, but does not provide
19 free wheelchair-accessible transportation.
20
21 f. Had **Courtyard Dallas Central Expressway** provided equivalent wheelchair-
22 accessible shuttle services, and had it informed Plaintiff Corbett of those
23 services, she intended to stay at the hotel and to use those services. She was
24 deterred from doing so by the hotel's lack of equivalent wheelchair-accessible
25 shuttle services.
26
27 g. Plaintiff Corbett would like to stay at the **Courtyard Dallas Central**
28 **Expressway** in the future and use the hotel's transportation services, and will
do so if the hotel accurately informs her that it provides equivalent accessible
transportation services.

- 1 h. Staff for Plaintiffs' counsel called **Courtyard Dallas Central Expressway** on
2 September 19, 2018. During the call, the staff member learned from the
3 individual(s) on the phone that the hotel provides free transportation services
4 to guests, but does not provide free wheelchair-accessible transportation.
5

6 32. **Courtyard Dallas Richardson @ Campbell** is owned and/or operated by HPT,
7 which operates a fixed route and/or demand responsive transportation system at the hotel either
8 directly or through a contractual or other arrangement or relationship.

- 9 a. On January 22, 2018, staff for Plaintiffs' counsel called **Courtyard Dallas**
10 **Richardson @ Campbell**. During the call, the staff member learned from the
11 individual(s) on the phone that the hotel provides free transportation services
12 to guests, but does not provide free wheelchair-accessible transportation.

- 13 b. Plaintiff Reiskin called **Courtyard Dallas Richardson @ Campbell** on May
14 29, 2018. During the call, she learned from the individual(s) on the phone that
15 the hotel provides free transportation services to guests, but does not provide
16 free wheelchair-accessible transportation.

- 17 c. Plaintiff Corbett called **Courtyard Dallas Richardson @ Campbell** on
18 August 13, 2018. During the call, she learned from the individual(s) on the
19 phone that the hotel provides free transportation services to guests, but does
20 not provide free wheelchair-accessible transportation.

- 21 d. Had **Courtyard Dallas Richardson @ Campbell** provided equivalent
22 wheelchair-accessible shuttle services, and had it informed Plaintiff Corbett of
23 those services, she intended to stay at the hotel and to use those services. She
24 was deterred from doing so by the hotel's lack of equivalent wheelchair-
25 accessible shuttle services.
26
27
28

- 1 e. Plaintiff Corbett would like to stay at the **Courtyard Dallas Richardson @**
2 **Campbell** in the future and use the hotel's transportation services, and will do
3 so if the hotel accurately informs her that it provides equivalent accessible
4 transportation services.

5
6 33. **Courtyard San Jose Airport** is owned and/or operated by HPT, which operates a
7 fixed route and/or demand responsive transportation system at the hotel either directly or through
8 a contractual or other arrangement or relationship.

- 9 a. On October 17, 2014, staff for Plaintiffs' counsel called **Courtyard San Jose**
10 **Airport**. During the call, the staff member learned from the individual(s) on
11 the phone that the hotel provides free transportation services to guests, but
12 does not provide free wheelchair-accessible transportation.

- 13 b. Plaintiffs' expert called **Courtyard San Jose Airport** on August 17, 2015.
14 During the call, he learned from the individual(s) on the phone that the hotel
15 provides free transportation services to guests, but does not provide free
16 wheelchair-accessible transportation.

- 17 c. Staff for Plaintiffs' counsel called **Courtyard San Jose Airport** on January
18 12, 2018. During the call, the staff member learned from the individual(s) on
19 the phone that the hotel provides free transportation services to guests, but
20 does not provide free wheelchair-accessible transportation.

- 21 d. Plaintiff Corbett called **Courtyard San Jose Airport** on May 14, 2018.
22 During the call, she learned from the individual(s) on the phone that the hotel
23 provides free transportation services to guests, but does not provide free
24 wheelchair-accessible transportation.

- 25 e. Plaintiff Reiskin called **Courtyard San Jose Airport** on May 20, 2018.
26 During the call, she learned from the individual(s) on the phone that the hotel
27
28

1 provides free transportation services to guests, but does not provide free
2 wheelchair-accessible transportation.

3 f. Had **Courtyard San Jose Airport** provided equivalent wheelchair-accessible
4 shuttle services, and had it informed Plaintiff Reiskin of those services, she
5 intended to stay at the hotel and to use those services. She was deterred from
6 doing so by the hotel's lack of equivalent wheelchair-accessible shuttle
7 services.

8 g. Plaintiff Reiskin would like to stay at the **Courtyard San Jose Airport** in the
9 future and use the hotel's transportation services, and will do so if the hotel
10 accurately informs her that it provides equivalent accessible transportation
11 services.

12
13 34. **Crowne Plaza Charlotte Executive Park** is owned and/or operated by HPT,
14 which operates a fixed route and/or demand responsive transportation system at the hotel either
15 directly or through a contractual or other arrangement or relationship.

16 a. On January 17, 2018, staff for Plaintiffs' counsel called **Crowne Plaza**
17 **Charlotte Executive Park**. During the call, the staff member learned from
18 the individual(s) on the phone that the hotel provides free transportation
19 services to guests, but does not provide wheelchair-accessible transportation.

20 b. Plaintiff Reiskin called **Crowne Plaza Charlotte Executive Park** on May 28,
21 2018. During the call, she learned from the individual(s) on the phone that the
22 hotel provides free transportation services to guests, but does not provide
23 wheelchair-accessible transportation.

24 c. Had **Crowne Plaza Charlotte Executive Park** provided equivalent
25 wheelchair-accessible shuttle services, and had it informed Plaintiff Reiskin of
26 those services, she intended to stay at the hotel and to use those services. She
27
28

1 was deterred from doing so by the hotel's lack of equivalent wheelchair-
2 accessible shuttle services.

3 d. Plaintiff Reiskin would like to stay at the **Crowne Plaza Charlotte Executive**
4 **Park** in the future and use the hotel's transportation services, and will do so if
5 the hotel accurately informs her that it provides equivalent accessible
6 transportation services.

7
8 e. Plaintiff Corbett called **Crowne Plaza Charlotte Executive Park** on August
9 13, 2018. During the call, she learned from the individual(s) on the phone that
10 the hotel provides free transportation services to guests, but does not provide
11 wheelchair-accessible transportation.

12
13 f. Staff for Plaintiffs' counsel called **Crowne Plaza Charlotte Executive Park**
14 on August 31, 2018. During the call, the staff member learned from the
15 individual(s) on the phone that the hotel provides free transportation services
16 to guests, but does not provide wheelchair-accessible transportation.

17
18 g. Staff for Plaintiffs' counsel called **Crowne Plaza Charlotte Executive Park**
19 on October 3, 2018. During the call, the staff member learned from the
20 individual(s) on the phone that the hotel provides free transportation services
21 to guests, but does not provide wheelchair-accessible transportation.

22 35. **Hawthorn Suites by Wyndham Chicago Schaumburg** is owned and/or
23 operated by HPT, which operates a fixed route and/or demand responsive transportation system
24 at the hotel either directly or through a contractual or other arrangement or relationship.

25 a. On October 30, 2014, staff for Plaintiffs' counsel called **Hawthorn Suites by**
26 **Wyndham Chicago Schaumburg**. During the call, the staff member learned
27 from the individual(s) on the phone that the hotel provides free transportation
28

1 services to guests, but does not provide free wheelchair-accessible
2 transportation.

3 b. Plaintiff Corbett called **Hawthorn Suites by Wyndham Chicago**
4 **Schaumburg** on November 12, 2014. During the call, she learned from the
5 individual(s) on the phone that the hotel provides free transportation services
6 to guests, but does not provide free wheelchair-accessible transportation.
7

8 c. Plaintiffs' expert called **Hawthorn Suites by Wyndham Chicago**
9 **Schaumburg** on August 11, 2015. During the call, he learned from the
10 individual(s) on the phone that the hotel provides free transportation services
11 to guests, but does not provide free wheelchair-accessible transportation.
12

13 d. Staff for Plaintiffs' counsel called **Hawthorn Suites by Wyndham Chicago**
14 **Schaumburg** on January 17, 2018. During the call, the staff member learned
15 from the individual(s) on the phone that the hotel provides free transportation
16 services to guests, but does not provide free wheelchair-accessible
17 transportation.
18

19 e. Plaintiff Reiskin called **Hawthorn Suites by Wyndham Chicago**
20 **Schaumburg** on May 28, 2018. During the call, she learned from the
21 individual(s) on the phone that the hotel provides free transportation services
22 to guests, but does not provide free wheelchair-accessible transportation.
23

24 f. Had **Hawthorn Suites by Wyndham Chicago Schaumburg** provided
25 equivalent wheelchair-accessible shuttle services, and had it informed Plaintiff
26 Reiskin of those services, she intended to stay at the hotel and to use those
27 services. She was deterred from doing so by the hotel's lack of equivalent
28 wheelchair-accessible shuttle services.

1 g. Plaintiff Reiskin would like to stay at the **Hawthorn Suites by Wyndham**
2 **Chicago Schaumburg** in the future and use the hotel's transportation
3 services, and will do so if the hotel accurately informs her that it provides
4 equivalent accessible transportation services.

5
6 h. Plaintiff Corbett called **Hawthorn Suites by Wyndham Chicago**
7 **Schaumburg** on June 14, 2018. During the call, she learned from the
8 individual(s) on the phone that the hotel provides free transportation services
9 to guests, but does not provide free wheelchair-accessible transportation.

10 36. **Hawthorn Suites by Wyndham Greensboro** is owned and/or operated by HPT,
11 which operates a fixed route and/or demand responsive transportation system at the hotel either
12 directly or through a contractual or other arrangement or relationship.

13 a. On August 31, 2015, Plaintiffs' expert called **Hawthorn Suites by Wyndham**
14 **Greensboro**. During the call, he learned from the individual(s) on the phone
15 that the hotel provides free transportation services to guests, but does not
16 provide free wheelchair-accessible transportation.

17
18 b. Staff for Plaintiffs' counsel called **Hawthorn Suites by Wyndham**
19 **Greensboro** on January 12, 2018. During the call, the staff member learned
20 from the individual(s) on the phone that the hotel provides free transportation
21 services to guests, but does not provide free wheelchair-accessible
22 transportation.

23
24 c. Plaintiff Reiskin called **Hawthorn Suites by Wyndham Greensboro** on May
25 28, 2018. During the call, she learned from the individual(s) on the phone that
26 the hotel provides free transportation services to guests, but does not provide
27 free wheelchair-accessible transportation.
28

- 1 d. Had **Hawthorn Suites by Wyndham Greensboro** provided equivalent
2 wheelchair-accessible shuttle services, and had it informed Plaintiff Reiskin of
3 those services, she intended to stay at the hotel and to use those services. She
4 was deterred from doing so by the hotel's lack of equivalent wheelchair-
5 accessible shuttle services.
- 6
- 7 e. Plaintiff Reiskin would like to stay at the **Hawthorn Suites by Wyndham**
8 **Greensboro** in the future and use the hotel's transportation services, and will
9 do so if the hotel accurately informs her that it provides equivalent accessible
10 transportation services.
- 11
- 12 f. Plaintiff Corbett called **Hawthorn Suites by Wyndham Greensboro** on
13 August 13, 2018. During the call, she learned from the individual(s) on the
14 phone that the hotel provides free transportation services to guests, but does
15 not provide free wheelchair-accessible transportation.

16 37. **Hawthorn Suites by Wyndham Salt Lake City Fort Union** is owned and/or
17 operated by HPT, which operates a fixed route and/or demand responsive transportation system
18 at the hotel either directly or through a contractual or other arrangement or relationship.

- 19 a. On January 16, 2018, staff for Plaintiffs' counsel called **Hawthorn Suites by**
20 **Wyndham Salt Lake City Fort Union**. During the call, the staff member
21 learned from the individual(s) on the phone that the hotel provides free
22 transportation services to guests, but does not provide free wheelchair-
23 accessible transportation.
- 24
- 25 b. Plaintiff Corbett called **Hawthorn Suites by Wyndham Salt Lake City Fort**
26 **Union** on August 13, 2018. During the call, she learned from the individual(s)
27 on the phone that the hotel provides free transportation services to guests, but
28 does not provide free wheelchair-accessible transportation.

- 1 c. Had **Hawthorn Suites by Wyndham Salt Lake City Fort Union** provided
2 equivalent wheelchair-accessible shuttle services, and had it informed Plaintiff
3 Corbett of those services, she intended to stay at the hotel and to use those
4 services. She was deterred from doing so by the hotel's lack of equivalent
5 wheelchair-accessible shuttle services.
6
7 d. Plaintiff Corbett would like to stay at the **Hawthorn Suites by Wyndham**
8 **Salt Lake City Fort Union** in the future and use the hotel's transportation
9 services, and will do so if the hotel accurately informs her that it provides
10 equivalent accessible transportation services.

11 38. **Residence Inn Atlanta Alpharetta North Point Mall** is owned and/or operated
12 by HPT, which operates a fixed route and/or demand responsive transportation system at the
13 hotel either directly or through a contractual or other arrangement or relationship.

- 14 a. On October 30, 2014, staff for Plaintiffs' counsel called **Residence Inn**
15 **Atlanta Alpharetta North Point Mall**. During the call, the staff member
16 learned from the individual(s) on the phone that the hotel provides free
17 transportation services to guests, but does not provide free wheelchair-
18 accessible transportation.
19
20 b. Plaintiff Corbett called **Residence Inn Atlanta Alpharetta North Point Mall**
21 on November 10, 2014. During the call, she learned from the individual(s) on
22 the phone that the hotel provides free transportation services to guests, but
23 does not provide free wheelchair-accessible transportation.
24
25 c. Plaintiffs' expert called **Residence Inn Atlanta Alpharetta North Point**
26 **Mall** on August 17, 2015. During the call, he learned from the individual(s)
27 on the phone that the hotel provides free transportation services to guests, but
28 does not provide free wheelchair-accessible transportation.

- 1 d. Staff for Plaintiffs' counsel called **Residence Inn Atlanta Alpharetta North**
2 **Point Mall** on January 19, 2018. During the call, the staff member learned
3 from the individual(s) on the phone that the hotel provides free transportation
4 services to guests, but does not provide free wheelchair-accessible
5 transportation.
6
- 7 e. Plaintiff Reiskin called **Residence Inn Atlanta Alpharetta North Point Mall**
8 on May 20, 2018. During the call, she learned from the individual(s) on the
9 phone that the hotel provides free transportation services to guests, but does
10 not provide free wheelchair-accessible transportation.
11
- 12 f. Had **Residence Inn Atlanta Alpharetta North Point Mall** provided
13 equivalent wheelchair-accessible shuttle services, and had it informed Plaintiff
14 Reiskin of those services, she intended to stay at the hotel and to use those
15 services. She was deterred from doing so by the hotel's lack of equivalent
16 wheelchair-accessible shuttle services.
17
- 18 g. Plaintiff Reiskin would like to stay at the **Residence Inn Atlanta Alpharetta**
19 **North Point Mall** in the future and use the hotel's transportation services, and
20 will do so if the hotel accurately informs her that it provides equivalent
21 accessible transportation services.
22
- 23 h. Plaintiff Corbett called **Residence Inn Atlanta Alpharetta North Point Mall**
24 on June 14, 2018. During the call, she learned from the individual(s) on the
25 phone that the hotel provides free transportation services to guests, but does
26 not provide free wheelchair-accessible transportation.
27
- 28 i. Staff for Plaintiffs' counsel called **Residence Inn Atlanta Alpharetta North**
Point Mall on July 13, 2018. During the call, the staff member learned from
the individual(s) on the phone that the hotel provides free transportation

1 services to guests, but does not provide free wheelchair-accessible
2 transportation.

3 j. Staff for Plaintiffs' counsel called **Residence Inn Atlanta Alpharetta North**
4 **Point Mall** on August 1, 2018. During the call, the staff member learned from
5 the individual(s) on the phone that the hotel provides free transportation
6 services to guests, but does not provide free wheelchair-accessible
7 transportation.
8

9 k. Staff for Plaintiffs' counsel called **Residence Inn Atlanta Alpharetta North**
10 **Point Mall** on September 20, 2018. During the call, the staff member learned
11 from the individual(s) on the phone that the hotel provides free transportation
12 services to guests, but does not provide free wheelchair-accessible
13 transportation.
14

15 39. **Residence Inn Dallas Central Expressway** is owned and/or operated by HPT,
16 which operates a fixed route and/or demand responsive transportation system at the hotel either
17 directly or through a contractual or other arrangement or relationship.

18 a. On July 31, 2015, Plaintiffs' expert called **Residence Inn Dallas Central**
19 **Expressway**. During the call, he learned from the individual(s) on the phone
20 that the hotel provides free transportation services to guests, but does not
21 provide free wheelchair-accessible transportation.
22

23 b. Staff for Plaintiffs' counsel called **Residence Inn Dallas Central**
24 **Expressway** on January 30, 2018. During the call, the staff member learned
25 from the individual(s) on the phone that the hotel provides free transportation
26 services to guests, but does not provide free wheelchair-accessible
27 transportation.
28

- 1 c. Staff for Plaintiffs' counsel called **Residence Inn Dallas Central**
2 **Expressway** on July 13, 2018. During the call, the staff member learned from
3 the individual(s) on the phone that the hotel provides free transportation
4 services to guests, but does not provide free wheelchair-accessible
5 transportation.
6
- 7 d. Plaintiff Reiskin called **Residence Inn Dallas Central Expressway** on May
8 29, 2018. During the call, she learned from the individual(s) on the phone that
9 the hotel provides free transportation services to guests, but does not provide
10 free wheelchair-accessible transportation
11
- 12 e. Plaintiff Corbett called **Residence Inn Dallas Central Expressway** on
13 August 13, 2018. During the call, she learned from the individual(s) on the
14 phone that the hotel provides free transportation services to guests, but does
15 not provide free wheelchair-accessible transportation.
16
- 17 f. Had **Residence Inn Dallas Central Expressway** provided equivalent
18 wheelchair-accessible shuttle services, and had it informed Plaintiff Corbett of
19 those services, she intended to stay at the hotel and to use those services. She
20 was deterred from doing so by the hotel's lack of equivalent wheelchair-
21 accessible shuttle services.
22
- 23 g. Plaintiff Corbett would like to stay at the **Residence Inn Dallas Central**
24 **Expressway** in the future and use the hotel's transportation services, and will
25 do so if the hotel accurately informs her that it provides equivalent accessible
26 transportation services.

27 40. **Residence Inn Dallas Market Center** is owned and/or operated by HPT, which
28 operates a fixed route and/or demand responsive transportation system at the hotel either directly
or through a contractual or other arrangement or relationship.

- 1 a. On August 31, 2015, Plaintiffs' expert called **Residence Inn Dallas Market**
2 **Center**. During the call, he learned from the individual(s) on the phone that
3 the hotel provides free transportation services to guests, but does not provide
4 free wheelchair-accessible transportation.
5
- 6 b. Staff for Plaintiffs' counsel called **Residence Inn Dallas Market Center** on
7 January 30, 2018. During the call, the staff member learned from the
8 individual(s) on the phone that the hotel provides free transportation to guests,
9 but does not provide free wheelchair-accessible transportation.
10
- 11 c. Plaintiff Reiskin called **Residence Inn Dallas Market Center** on May 29,
12 2018. During the call, she learned from the individual(s) on the phone that the
13 hotel provides free transportation to guests, but does not provide free
14 wheelchair-accessible transportation.
15
- 16 d. Staff for Plaintiffs' counsel called **Residence Inn Dallas Market Center** on
17 July 13, 2018. During the call, the staff member learned from the individual(s)
18 on the phone that the hotel provides free transportation to guests, but does not
19 provide free wheelchair-accessible transportation
20
- 21 e. Staff for Plaintiffs' counsel called **Residence Inn Dallas Market Center** on
22 August 1, 2018. During the call, the staff member learned from the
23 individual(s) on the phone that the hotel provides free transportation to guests,
24 but does not provide free wheelchair-accessible transportation.
25
- 26 f. Plaintiff Corbett called **Residence Inn Dallas Market Center** on August 13,
27 2018. During the call, she learned from the individual(s) on the phone that the
28 hotel provides free transportation to guests, but does not provide free
wheelchair-accessible transportation.

1 g. Had **Residence Inn Dallas Market Center** provided equivalent wheelchair-
2 accessible shuttle services, and had it informed Plaintiff Corbett of those
3 services, she intended to stay at the hotel and to use those services. She was
4 deterred from doing so by the hotel's lack of equivalent wheelchair-accessible
5 shuttle services.

6
7 h. Plaintiff Corbett would like to stay at the **Residence Inn Dallas Market**
8 **Center** in the future and use the hotel's transportation services, and will do so
9 if the hotel accurately informs her that it provides equivalent accessible
10 transportation services.

11 i. Staff for Plaintiffs' counsel called **Residence Inn Dallas Market Center** on
12 September 20, 2018. During the call, the staff member learned from the
13 individual(s) on the phone that the hotel provides free transportation to guests,
14 but does not provide free wheelchair-accessible transportation.
15

16 41. **Residence Inn Dallas Richardson** is owned and/or operated by HPT, which
17 operates a fixed route and/or demand responsive transportation system at the hotel either directly
18 or through a contractual or other arrangement or relationship.

19 a. On July 31, 2015, Plaintiffs' expert called **Residence Inn Dallas Richardson**.
20 During the call, he learned from the individual(s) on the phone that the hotel
21 provides free transportation to guests, but does not provide free wheelchair-
22 accessible transportation.

23
24 b. Plaintiffs' expert called **Residence Inn Dallas Richardson** on September 21,
25 2015. During the call, he learned from the individual(s) on the phone that the
26 hotel provides free transportation to guests, but does not provide free
27 wheelchair-accessible transportation.
28

- 1 c. Staff for Plaintiffs' counsel called **Residence Inn Dallas Richardson** on
2 January 30, 2018. During the call, the staff member learned from the
3 individual(s) on the phone that the hotel provides free transportation to guests,
4 but does not provide free wheelchair-accessible transportation.
5
- 6 d. Staff for Plaintiffs' counsel called **Residence Inn Dallas Richardson** on July
7 13, 2018. During the call, the staff member learned from the individual(s) on
8 the phone that the hotel provides free transportation to guests, but does not
9 provide free wheelchair-accessible transportation.
10
- 11 e. Plaintiff Corbett called **Residence Inn Dallas Richardson** on August 13,
12 2018. During the call, she learned from the individual(s) on the phone that the
13 hotel provides free transportation to guests, but does not provide free
14 wheelchair-accessible transportation.
15
- 16 f. Had **Residence Inn Dallas Richardson** provided equivalent wheelchair-
17 accessible shuttle services, and had it informed Plaintiff Corbett of those
18 services, she intended to stay at the hotel and to use those services. She was
19 deterred from doing so by the hotel's lack of equivalent wheelchair-accessible
20 shuttle services.
21
- 22 g. Plaintiff Corbett would like to stay at the **Residence Inn Dallas Richardson**
23 in the future and use the hotel's transportation services, and will do so if the
24 hotel accurately informs her that it provides equivalent accessible
25 transportation services.
26
- 27 h. Staff for Plaintiffs' counsel called **Residence Inn Dallas Richardson** on
28 September 20, 2018. During the call, the staff member learned from the
individual(s) on the phone that the hotel provides free transportation to guests,
but does not provide free wheelchair-accessible transportation.

1 42. **Residence Inn Raleigh Cary** is owned and/or operated by HPT, which operates a
2 fixed route and/or demand responsive transportation system at the hotel either directly or through
3 a contractual or other arrangement or relationship.

4 a. On August 18, 2015, Plaintiffs' expert called **Residence Inn Raleigh Cary**.

5 During the call, he learned from the individual(s) on the phone that the hotel
6 provides free transportation to guests, but does not provide free wheelchair-
7 accessible transportation.

8 b. Staff for Plaintiffs' counsel called **Residence Inn Raleigh Cary** on January
9 24, 2018. During the call, the staff member learned from the individual(s) on
10 the phone that the hotel provides free transportation to guests, but does not
11 provide free wheelchair-accessible transportation.

12 c. Plaintiff Reiskin called **Residence Inn Raleigh Cary** on May 28, 2018.

13 During the call, she learned from the individual(s) on the phone that the hotel
14 provides free transportation to guests, but does not provide free wheelchair-
15 accessible transportation.

16 d. Had **Residence Inn Raleigh Cary** provided equivalent wheelchair-accessible
17 shuttle services, and had it informed Plaintiff Reiskin of those services, she
18 intended to stay at the hotel and to use those services. She was deterred from
19 doing so by the hotel's lack of equivalent wheelchair-accessible shuttle
20 services.

21 e. Plaintiff Reiskin would like to stay at the **Residence Inn Raleigh Cary** in the
22 future and use the hotel's transportation services, and will do so if the hotel
23 accurately informs her that it provides equivalent accessible transportation
24 services.
25
26
27
28

1 f. Plaintiff Corbett called **Residence Inn Raleigh Cary** on August 13, 2018.

2 During the call, she learned from the individual(s) on the phone that the hotel
3 provides free transportation to guests, but does not provide free wheelchair-
4 accessible transportation.

5
6 43. **Royal Sonesta Houston Galleria** is owned and/or operated by HPT, which
7 operates a fixed route and/or demand responsive transportation system at the hotel either directly
8 or through a contractual or other arrangement or relationship.

9 a. On August 17, 2015, Plaintiffs' expert called **Royal Sonesta Houston**
10 **Galleria**. During the call, he learned from the individual(s) on the phone that
11 the hotel provides free transportation to guests, but does not provide free
12 wheelchair-accessible transportation.

13 b. Staff for Plaintiffs' counsel called **Royal Sonesta Houston Galleria** on
14 January 26, 2018. During the call, the staff member learned from the
15 individual(s) on the phone that the hotel provides free transportation to guests,
16 but does not provide free wheelchair-accessible transportation.

17 c. Plaintiff Reiskin called **Royal Sonesta Houston Galleria** on May 20, 2018.
18 During the call, she learned from the individual(s) on the phone that the hotel
19 provides free transportation to guests, but does not provide free wheelchair-
20 accessible transportation.

21 d. Plaintiff Corbett called **Royal Sonesta Houston Galleria** on August 13, 2018.
22 During the call, she learned from the individual(s) on the phone that the hotel
23 provides free transportation to guests, but does not provide free wheelchair-
24 accessible transportation.

25 e. Had **Royal Sonesta Houston Galleria** provided equivalent wheelchair-
26 accessible shuttle services, and had it informed Plaintiff Corbett of those
27
28

1 services, she intended to stay at the hotel and to use those services. She was
2 deterred from doing so by the hotel's lack of equivalent wheelchair-accessible
3 shuttle services.

4 f. Plaintiff Corbett would like to stay at the **Royal Sonesta Houston Galleria** in
5 the future and use the hotel's transportation services, and will do so if the
6 hotel accurately informs her that it provides equivalent accessible
7 transportation services.
8

9 44. **Sonesta ES Suites Andover Boston** is owned and/or operated by HPT, which
10 operates a fixed route and/or demand responsive transportation system at the hotel either directly
11 or through a contractual or other arrangement or relationship.

12 a. On October 30, 2014, staff for Plaintiffs' counsel called **Sonesta ES Suites**
13 **Andover Boston**. During the call, the staff member learned from the
14 individual(s) on the phone that the hotel provides free transportation to guests,
15 but does not provide free wheelchair-accessible transportation.

16 b. Plaintiffs' expert called **Sonesta ES Suites Andover Boston** on August 25,
17 2015. During the call, he learned from the individual(s) on the phone that the
18 hotel provides free transportation to guests, but does not provide free
19 wheelchair-accessible transportation.

20 c. Staff for Plaintiffs' counsel called **Sonesta ES Suites Andover Boston** on
21 January 23, 2018. During the call, the staff member learned from the
22 individual(s) on the phone that the hotel provides free transportation to guests,
23 but does not provide free wheelchair-accessible transportation.

24 d. Plaintiff Reiskin called **Sonesta ES Suites Andover Boston** on May 28,
25 2018. During the call, she learned from the individual(s) on the phone that the
26
27
28

1 hotel provides free transportation to guests, but does not provide free
2 wheelchair-accessible transportation.

3 e. Plaintiff Corbett called **Sonesta ES Suites Andover Boston** on August 13,
4 2018. During the call, she learned from the individual(s) on the phone that the
5 hotel provides free transportation to guests, but does not provide free
6 wheelchair-accessible transportation.

7
8 f. Had **Sonesta ES Suites Andover Boston** provided equivalent wheelchair-
9 accessible shuttle services, and had it informed Plaintiff Corbett of those
10 services, she intended to stay at the hotel and to use those services. She was
11 deterred from doing so by the hotel's lack of equivalent wheelchair-accessible
12 shuttle services.

13
14 g. Plaintiff Corbett would like to stay at the **Sonesta ES Suites Andover Boston**
15 in the future and use the hotel's transportation services, and will do so if the
16 hotel accurately informs her that it provides equivalent accessible
17 transportation services.

18 45. **Sonesta ES Suites Atlanta-Perimeter Center East** is owned and/or operated by
19 HPT, which operates a fixed route and/or demand responsive transportation system at the hotel
20 either directly or through a contractual or other arrangement or relationship.

21 a. Staff for Plaintiffs' counsel called **Sonesta ES Suites Atlanta-Perimeter**
22 **Center East** on January 18, 2018. During the call, the staff member learned
23 from the individual(s) on the phone that the hotel provides free transportation
24 to guests, but does not provide free wheelchair-accessible transportation.

25
26 b. Plaintiff Reiskin called **Sonesta ES Suites Atlanta-Perimeter Center East**
27 on May 20, 2018. During the call, she learned from the individual(s) on the
28

1 phone that the hotel provides free transportation to guests, but does not
2 provide free wheelchair-accessible transportation.

3 c. Had **Sonesta ES Suites Atlanta-Perimeter Center East** provided equivalent
4 wheelchair-accessible shuttle services, and had it informed Plaintiff Reiskin of
5 those services, she intended to stay at the hotel and to use those services. She
6 was deterred from doing so by the hotel's lack of equivalent wheelchair-
7 accessible shuttle services.

8
9 d. Plaintiff Reiskin would like to stay at the **Sonesta ES Suites Atlanta-
10 Perimeter Center East** in the future and use the hotel's transportation
11 services, and will do so if the hotel accurately informs her that it provides
12 equivalent accessible transportation services.

13
14 e. Plaintiff Corbett called **Sonesta ES Suites Atlanta-Perimeter Center East**
15 on June 14, 2018. During the call, she learned from the individual(s) on the
16 phone that the hotel provides free transportation to guests, but does not
17 provide free wheelchair-accessible transportation.

18 46. **Sonesta ES Suites Burlington Boston** is owned and/or operated by HPT, which
19 operates a fixed route and/or demand responsive transportation system at the hotel either directly
20 or through a contractual or other arrangement or relationship.

21 a. On September 21, 2015, Plaintiffs' expert called **Sonesta ES Suites
22 Burlington Boston**. During the call, he learned from the individual(s) on the
23 phone that the hotel provides free transportation to guests, but does not
24 provide free wheelchair-accessible transportation.

25
26 b. On January 23, 2018, staff for Plaintiffs' counsel called **Sonesta ES Suites
27 Burlington Boston**. During the call, the staff member learned from the
28

1 individual(s) on the phone that the hotel provides free transportation to guests,
2 but does not provide free wheelchair-accessible transportation.

3 c. Plaintiff Reiskin called **Sonesta ES Suites Burlington Boston** on May 28,
4 2018. During the call, she learned from the individual(s) on the phone that the
5 hotel provides free transportation to guests, but does not provide free
6 wheelchair-accessible transportation.

7
8 d. Had **Sonesta ES Suites Burlington Boston** provided equivalent wheelchair-
9 accessible shuttle services, and had it informed Plaintiff Reiskin of those
10 services, she intended to stay at the hotel and to use those services. She was
11 deterred from doing so by the hotel's lack of equivalent wheelchair-accessible
12 shuttle services.

13
14 e. Plaintiff Reiskin would like to stay at the **Sonesta ES Suites Burlington**
15 **Boston** in the future and use the hotel's transportation services, and will do so
16 if the hotel accurately informs her that it provides equivalent accessible
17 transportation services.

18 47. **Sonesta ES Suites Chicago-Lombard** is owned and/or operated by HPT, which
19 operates a fixed route and/or demand responsive transportation system at the hotel either directly
20 or through a contractual or other arrangement or relationship.

21 a. On January 23, 2018, staff for Plaintiffs' counsel called **Sonesta ES Suites**
22 **Chicago-Lombard**. During the call, the staff member learned from the
23 individual(s) on the phone that the hotel provides free transportation to guests,
24 but does not provide free wheelchair-accessible transportation.

25
26 b. Plaintiff Corbett called **Sonesta ES Suites Chicago-Lombard** on August 13,
27 2018. During the call, she learned from the individual(s) on the phone that the
28

1 hotel provides free transportation to guests, but does not provide free
2 wheelchair-accessible transportation.

3 c. Had **Sonesta ES Suites Chicago-Lombard** provided equivalent wheelchair-
4 accessible shuttle services, and had it informed Plaintiff Corbett of those
5 services, she intended to stay at the hotel and to use those services. She was
6 deterred from doing so by the hotel's lack of equivalent wheelchair-accessible
7 shuttle services.

8
9 d. Plaintiff Corbett would like to stay at the **Sonesta ES Suites Chicago-**
10 **Lombard** in the future and use the hotel's transportation services, and will do
11 so if the hotel accurately informs her that it provides equivalent accessible
12 transportation services.

13
14 48. **Sonesta ES Suites Cleveland Airport** is owned and/or operated by HPT, which
15 operates a fixed route and/or demand responsive transportation system at the hotel either directly
16 or through a contractual or other arrangement or relationship.

17 a. On January 26, 2018, staff for Plaintiffs' counsel called **Sonesta ES Suites**
18 **Cleveland Airport**. During the call, the staff member learned from the
19 individual(s) on the phone that the hotel provides free transportation to guests,
20 but does not provide free wheelchair-accessible transportation.

21 b. Plaintiff Reiskin called **Sonesta ES Suites Cleveland Airport** on May 29,
22 2018. During the call, she learned from the individual(s) on the phone that the
23 hotel provides free transportation to guests, but does not provide free
24 wheelchair-accessible transportation.

25
26 c. Had **Sonesta ES Suites Cleveland Airport** provided equivalent wheelchair-
27 accessible shuttle services, and had it informed Plaintiff Reiskin of those
28 services, she intended to stay at the hotel and to use those services. She was

1 deterred from doing so by the hotel's lack of equivalent wheelchair-accessible
2 shuttle services.

3 d. Plaintiff Reiskin would like to stay at the **Sonesta ES Suites Cleveland**
4 **Airport** in the future and use the hotel's transportation services, and will do
5 so if the hotel accurately informs her that it provides equivalent accessible
6 transportation services.

7 e. Plaintiff Corbett called **Sonesta ES Suites Cleveland Airport** on August 13,
8 2018. During the call, she learned from the individual(s) on the phone that the
9 hotel provides free transportation to guests, but does not provide free
10 wheelchair-accessible transportation.

11 49. **Sonesta ES Suites Minneapolis-St. Paul Airport** is owned and/or operated by
12 HPT, which operates a fixed route and/or demand responsive transportation system at the hotel
13 either directly or through a contractual or other arrangement or relationship.

14 a. On January 17, 2018, staff for Plaintiffs' counsel called **Sonesta ES Suites**
15 **Minneapolis-St. Paul Airport**. During the call, the staff member learned
16 from the individual(s) on the phone that the hotel provides free transportation
17 to guests, but does not provide free wheelchair-accessible transportation.

18 b. Plaintiff Reiskin called **Sonesta ES Suites Minneapolis-St. Paul Airport** on
19 May 28, 2018. During the call, she learned from the individual(s) on the
20 phone that the hotel provides free transportation to guests, but does not
21 provide free wheelchair-accessible transportation.

22 c. Had **Sonesta ES Suites Minneapolis-St. Paul Airport** provided equivalent
23 wheelchair-accessible shuttle services, and had it informed Plaintiff Reiskin of
24 those services, she intended to stay at the hotel and to use those services. She
25 those services, she intended to stay at the hotel and to use those services. She
26 those services, she intended to stay at the hotel and to use those services. She
27 those services, she intended to stay at the hotel and to use those services. She
28 those services, she intended to stay at the hotel and to use those services. She

1 was deterred from doing so by the hotel's lack of equivalent wheelchair-
2 accessible shuttle services.

3 d. Plaintiff Reiskin would like to stay at the **Sonesta ES Suites Minneapolis-St.**
4 **Paul Airport** in the future and use the hotel's transportation services, and will
5 do so if the hotel accurately informs her that it provides equivalent accessible
6 transportation services.

7
8 e. Plaintiff Corbett called **Sonesta ES Suites Minneapolis-St. Paul Airport** on
9 August 13, 2018. During the call, she learned from the individual(s) on the
10 phone that the hotel provides free transportation to guests, but does not
11 provide free wheelchair-accessible transportation.

12 50. **Sonesta ES Suites Monmouth Junction** is owned and/or operated by HPT,
13 which operates a fixed route and/or demand responsive transportation system at the hotel either
14 directly or through a contractual or other arrangement or relationship.

15 a. On January 26, 2018, staff for plaintiffs' counsel called **Sonesta ES Suites**
16 **Monmouth Junction**. During the call, the staff member learned from the
17 individual(s) on the phone that the hotel provides free transportation to guests,
18 but does not provide free wheelchair-accessible transportation.

19
20 b. Plaintiff Reiskin called **Sonesta ES Suites Monmouth Junction** on May 29,
21 2018. During the call, she learned from the individual(s) on the phone that the
22 hotel provides free transportation to guests, but does not provide free
23 wheelchair-accessible transportation.

24
25 c. Had **Sonesta ES Suites Monmouth Junction** provided equivalent
26 wheelchair-accessible shuttle services, and had it informed Plaintiff Reiskin of
27 those services, she intended to stay at the hotel and to use those services. She
28

1 was deterred from doing so by the hotel's lack of equivalent wheelchair-
2 accessible shuttle services.

3 d. Plaintiff Reiskin would like to stay at the **Sonesta ES Suites Monmouth**
4 **Junction** in the future and use the hotel's transportation services, and will do
5 so if the hotel accurately informs her that it provides equivalent accessible
6 transportation services.

7
8 e. Plaintiff Corbett called **Sonesta ES Suites Monmouth Junction** on August
9 13, 2018. During the call, she learned from the individual(s) on the phone that
10 the hotel provides free transportation to guests, but does not provide free
11 wheelchair-accessible transportation.

12 51. **Sonesta ES Suites Omaha** is owned and/or operated by HPT, which operates a
13 fixed route and/or demand responsive transportation system at the hotel either directly or through
14 a contractual or other arrangement or relationship.

15 a. On January 24, 2018, staff for Plaintiffs' counsel called **Sonesta ES Suites**
16 **Omaha**. During the call, the staff member learned from the individual(s) on
17 the phone that the hotel provides free transportation to guests, but does not
18 provide free wheelchair-accessible transportation.

19
20 b. Plaintiff Reiskin called **Sonesta ES Suites Omaha** on May 28, 2018. During
21 the call, she learned from the individual(s) on the phone that the hotel
22 provides free transportation to guests, but does not provide free wheelchair-
23 accessible transportation.

24
25 c. Had **Sonesta ES Suites Omaha** provided equivalent wheelchair-accessible
26 shuttle services, and had it informed Plaintiff Reiskin of those services, she
27 intended to stay at the hotel and to use those services. She was deterred from
28

1 doing so by the hotel's lack of equivalent wheelchair-accessible shuttle
2 services.

- 3 d. Plaintiff Reiskin would like to stay at the **Sonesta ES Suites Omaha** in the
4 future and use the hotel's transportation services, and will do so if the hotel
5 accurately informs her that it provides equivalent accessible transportation
6 services.

7
8 52. **Sonesta ES Suites Parsippany** is owned and/or operated by HPT, which operates
9 a fixed route and/or demand responsive transportation system at the hotel either directly or
10 through a contractual or other arrangement or relationship.

- 11 a. On August 31, 2015, Plaintiffs' expert called **Sonesta ES Suites Parsippany**.
12 During the call, he learned from the individual(s) on the phone that the hotel
13 provides free transportation to guests, but does not provide free wheelchair-
14 accessible transportation.

- 15 b. Staff for Plaintiffs' counsel called **Sonesta ES Suites Parsippany** on January
16 26, 2018. During the call, the staff member learned from the individual(s) on
17 the phone that the hotel provides free transportation to guests, but does not
18 provide free wheelchair-accessible transportation.

- 19 c. Plaintiff Reiskin called **Sonesta ES Suites Parsippany** on May 29, 2018.
20 During the call, she learned from the individual(s) on the phone that the hotel
21 provides free transportation to guests, but does not provide free wheelchair-
22 accessible transportation.

- 23 d. Had **Sonesta ES Suites Parsippany** provided equivalent wheelchair-
24 accessible shuttle services, and had it informed Plaintiff Reiskin of those
25 services, she intended to stay at the hotel and to use those services. She was
26 services, she intended to stay at the hotel and to use those services. She was
27 services, she intended to stay at the hotel and to use those services. She was
28

1 deterred from doing so by the hotel's lack of equivalent wheelchair-accessible
2 shuttle services.

3 e. Plaintiff Reiskin would like to stay at the **Sonesta ES Suites Parsippany** in
4 the future and use the hotel's transportation services, and will do so if the
5 hotel accurately informs her that it provides equivalent accessible
6 transportation services.

7 f. Plaintiff Corbett called **Sonesta ES Suites Parsippany** on August 13, 2018.
8 During the call, she learned from the individual(s) on the phone that the hotel
9 provides free transportation to guests, but does not provide free wheelchair-
10 accessible transportation.

11 53. **Sonesta ES Suites Portland-Vancouver** is owned and/or operated by HPT,
12 which operates a fixed route and/or demand responsive transportation system at the hotel either
13 directly or through a contractual or other arrangement or relationship.

14 a. On January 22, 2018, staff for Plaintiffs' counsel called **Sonesta ES Suites**
15 **Portland-Vancouver**. During the call, the staff member learned from the
16 individual(s) on the phone that the hotel provides free transportation to guests,
17 but does not provide free wheelchair-accessible transportation.

18 b. Plaintiff Reiskin called **Sonesta ES Suites Portland-Vancouver** on May 20,
19 2018. During the call, she learned from the individual(s) on the phone that the
20 hotel provides free transportation to guests, but does not provide free
21 wheelchair-accessible transportation.

22 c. Had **Sonesta ES Suites Portland-Vancouver** provided equivalent
23 wheelchair-accessible shuttle services, and had it informed Plaintiff Reiskin of
24 those services, she intended to stay at the hotel and to use those services. She
25 those services, she intended to stay at the hotel and to use those services. She
26 those services, she intended to stay at the hotel and to use those services. She
27 those services, she intended to stay at the hotel and to use those services. She
28 those services, she intended to stay at the hotel and to use those services. She

1 was deterred from doing so by the hotel's lack of equivalent wheelchair-
2 accessible shuttle services.

3 d. Plaintiff Reiskin would like to stay at the **Sonesta ES Suites Portland-**
4 **Vancouver** in the future and use the hotel's transportation services, and will
5 do so if the hotel accurately informs her that it provides equivalent accessible
6 transportation services.

7
8 e. Plaintiff Corbett called **Sonesta ES Suites Portland-Vancouver** on August
9 13, 2018. During the call, she learned from the individual(s) on the phone that
10 the hotel provides free transportation to guests, but does not provide free
11 wheelchair-accessible transportation.

12 54. **Sonesta Resort Hilton Head Island** is owned and/or operated by HPT, which
13 operates a fixed route and/or demand responsive transportation system at the hotel either directly
14 or through a contractual or other arrangement or relationship.

15 a. On August 11, 2015, Plaintiffs' expert called **Sonesta Resort Hilton Head**
16 **Island**. During the call, he learned from the individual(s) on the phone that the
17 hotel provides free transportation to guests, but does not provide free
18 wheelchair-accessible transportation.

19
20 b. Staff for Plaintiffs' counsel called **Sonesta Resort Hilton Head Island** on
21 January 22, 2018. During the call, the staff member learned from the
22 individual(s) on the phone that the hotel provides free transportation to guests,
23 but does not provide free wheelchair-accessible transportation.

24
25 c. Plaintiff Corbett called **Sonesta Resort Hilton Head Island** on August 13,
26 2018. During the call, she learned from the individual(s) on the phone that the
27 hotel provides free transportation to guests, but does not provide free
28 wheelchair-accessible transportation.

1 d. Had **Sonesta Resort Hilton Head Island** provided equivalent wheelchair-
2 accessible shuttle services, and had it informed Plaintiff Corbett of those
3 services, she intended to stay at the hotel and to use those services. She was
4 deterred from doing so by the hotel's lack of equivalent wheelchair-accessible
5 shuttle services.

6
7 e. Plaintiff Corbett would like to stay at the **Sonesta Resort Hilton Head Island**
8 in the future and use the hotel's transportation services, and will do so if the
9 hotel accurately informs her that it provides equivalent accessible
10 transportation services.

11 55. **Staybridge Suites Alpharetta North Point** is owned and/or operated by HPT,
12 which operates a fixed route and/or demand responsive transportation system at the hotel either
13 directly or through a contractual or other arrangement or relationship.

14 a. On August 25, 2015, Plaintiffs' expert called **Staybridge Suites Alpharetta**
15 **North Point**. During the call, he learned from the individual(s) on the phone
16 that the hotel provides free transportation to guests, but does not provide free
17 wheelchair-accessible transportation.

18
19 b. Staff for Plaintiffs' counsel called **Staybridge Suites Alpharetta North**
20 **Point** on January 18, 2018. During the call, the staff member learned from the
21 individual(s) on the phone that the hotel provides free transportation to guests,
22 but does not provide free wheelchair-accessible transportation.

23
24 c. Plaintiff Reiskin called **Staybridge Suites Alpharetta North Point** on May
25 20, 2018. During the call, she learned from the individual(s) on the phone that
26 the hotel provides free transportation to guests, but does not provide free
27 wheelchair-accessible transportation.

- 1 d. Had **Staybridge Suites Alpharetta North Point** provided equivalent
2 wheelchair-accessible shuttle services, and had it informed Plaintiff Reiskin of
3 those services, she intended to stay at the hotel and to use those services. She
4 was deterred from doing so by the hotel's lack of equivalent wheelchair-
5 accessible shuttle services.
- 6
- 7 e. Plaintiff Reiskin would like to stay at the **Staybridge Suites Alpharetta**
8 **North Point** in the future and use the hotel's transportation services, and will
9 do so if the hotel accurately informs her that it provides equivalent accessible
10 transportation services.
- 11
- 12 f. Plaintiff Corbett called **Staybridge Suites Alpharetta North Point** on June
13 14, 2018. During the call, she learned from the individual(s) on the phone that
14 the hotel provides free transportation to guests, but does not provide free
15 wheelchair-accessible transportation.
- 16
- 17 g. Staff for Plaintiffs' counsel called **Staybridge Suites Alpharetta North**
18 **Point** on July 3, 2018. During the call, the staff member learned from the
19 individual(s) on the phone that the hotel provides free transportation to guests,
20 but does not provide free wheelchair-accessible transportation.
- 21
- 22 h. Staff for Plaintiffs' counsel called **Staybridge Suites Alpharetta North**
23 **Point** on July 24, 2018. During the call, the staff member learned from the
24 individual(s) on the phone that the hotel provides free transportation to guests,
25 but does not provide free wheelchair-accessible transportation.
- 26
- 27 i. Staff for Plaintiffs' counsel called **Staybridge Suites Alpharetta North**
28 **Point** on September 25, 2018. During the call, the staff member learned from
the individual(s) on the phone that the hotel provides free transportation to
guests, but does not provide free wheelchair-accessible transportation.

1 56. **Staybridge Suites Atlanta Perimeter Center East** is owned and/or operated by
2 HPT, which operates a fixed route and/or demand responsive transportation system at the hotel
3 either directly or through a contractual or other arrangement or relationship.

4 a. On October 30, 2014, staff for Plaintiffs' counsel called **Staybridge Suites**
5 **Atlanta Perimeter Center East**. During the call, the staff member learned
6 from the individual(s) on the phone that the hotel provides free transportation
7 to guests, but does not provide free wheelchair-accessible transportation.

8
9 b. Plaintiff Corbett called **Staybridge Suites Atlanta Perimeter Center East** on
10 November 12, 2014. During the call, she learned from the individual(s) on the
11 phone that the hotel provides free transportation to guests, but does not
12 provide free wheelchair-accessible transportation.

13 c. Plaintiffs' expert called **Staybridge Suites Atlanta Perimeter Center East**
14 on August 25, 2015. During the call, he learned from the individual(s) on the
15 phone that the hotel provides free transportation to guests, but does not
16 provide free wheelchair-accessible transportation.

17
18 d. Staff for Plaintiffs' counsel called **Staybridge Suites Atlanta Perimeter**
19 **Center East** on January 18, 2018. During the call, the staff member learned
20 from the individual(s) on the phone that the hotel provides free transportation
21 to guests, but does not provide free wheelchair-accessible transportation.

22 e. Plaintiff Reiskin called **Staybridge Suites Atlanta Perimeter Center East**
23 on May 20, 2018. During the call, she learned from the individual(s) on the
24 phone that the hotel provides free transportation to guests, but does not
25 provide free wheelchair-accessible transportation.

26
27 f. Had **Staybridge Suites Atlanta Perimeter Center East** provided equivalent
28 wheelchair-accessible shuttle services, and had it informed Plaintiff Reiskin of

1 those services, she intended to stay at the hotel and to use those services. She
2 was deterred from doing so by the hotel's lack of equivalent wheelchair-
3 accessible shuttle services.

- 4 g. Plaintiff Reiskin would like to stay at the **Staybridge Suites Atlanta**
5 **Perimeter Center East** in the future and use the hotel's transportation
6 services, and will do so if the hotel accurately informs her that it provides
7 equivalent accessible transportation services.
- 8 h. Plaintiff Corbett called **Staybridge Suites Atlanta Perimeter Center East** on
9 June 14, 2018. During the call, she learned from the individual(s) on the
10 phone that the hotel provides free transportation to guests, but does not
11 provide free wheelchair-accessible transportation.
- 12 i. Staff for Plaintiffs' counsel called **Staybridge Suites Atlanta Perimeter**
13 **Center East** on July 3, 2018. During the call, the staff member learned from
14 the individual(s) on the phone that the hotel provides free transportation to
15 guests, but does not provide free wheelchair-accessible transportation.
- 16 j. Staff for Plaintiffs' counsel called **Staybridge Suites Atlanta Perimeter**
17 **Center East** on July 23, 2018. During the call, the staff member learned from
18 the individual(s) on the phone that the hotel provides free transportation to
19 guests, but does not provide free wheelchair-accessible transportation.
- 20 k. Staff for Plaintiffs' counsel called **Staybridge Suites Atlanta Perimeter**
21 **Center East** on September 27, 2018. During the call, the staff member
22 learned from the individual(s) on the phone that the hotel provides free
23 transportation to guests, but does not provide free wheelchair-accessible
24 transportation.
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1 57. **Staybridge Suites Chatsworth** is owned and/or operated by HPT, which
2 operates a fixed route and/or demand responsive transportation system at the hotel either directly
3 or through a contractual or other arrangement or relationship.

4 a. On August 17, 2015, Plaintiffs' expert called **Staybridge Suites Chatsworth**.

5 During the call, he learned from the individual(s) on the phone that the hotel
6 provides free transportation to guests, but does not provide free wheelchair-
7 accessible transportation.

8 b. Staff for Plaintiffs' counsel called **Staybridge Suites Chatsworth** on January
9

10 12, 2018. During the call, the staff member learned from the individual(s) on
11 the phone that the hotel provides free transportation to guests, but does not
12 provide free wheelchair-accessible transportation.

13 c. Plaintiff Corbett called **Staybridge Suites Chatsworth** on May 14, 2018.

14 During the call, she learned from the individual(s) on the phone that the hotel
15 provides free transportation to guests, but does not provide free wheelchair-
16 accessible transportation.

17 d. Had **Staybridge Suites Chatsworth** provided equivalent wheelchair-
18

19 accessible shuttle services, and had it informed Plaintiff Corbett of those
20 services, she intended to stay at the hotel and to use those services. She was
21 deterred from doing so by the hotel's lack of equivalent wheelchair-accessible
22 shuttle services.

23 e. Plaintiff Corbett would like to stay at the **Staybridge Suites Chatsworth** in
24

25 the future and use the hotel's transportation services, and will do so if the
26 hotel accurately informs her that it provides equivalent accessible
27 transportation services.
28

- 1 f. Plaintiff Reiskin called **Staybridge Suites Chatsworth** on May 20, 2018.
2 During the call, she learned from the individual(s) on the phone that the hotel
3 provides free transportation to guests, but does not provide free wheelchair-
4 accessible transportation.
5
6 g. Staff for Plaintiffs' counsel called **Staybridge Suites Chatsworth** on June 22,
7 2018. During the call, the staff member learned from the individual(s) on the
8 phone that the hotel provides free transportation to guests, but does not
9 provide free wheelchair-accessible transportation.
10
11 h. Staff for Plaintiffs' counsel called **Staybridge Suites Chatsworth** on July 23,
12 2018. During the call, the staff member learned from the individual(s) on the
13 phone that the hotel provides free transportation to guests, but does not
14 provide free wheelchair-accessible transportation.
15
16 i. Staff for Plaintiffs' counsel called **Staybridge Suites Chatsworth** on
17 September 27, 2018. During the call, the staff member learned from the
18 individual(s) on the phone that the hotel provides free transportation to guests,
19 but does not provide free wheelchair-accessible transportation.

20 58. **Staybridge Suites Dallas Las Colinas** is owned and/or operated by HPT, which
21 operates a fixed route and/or demand responsive transportation system at the hotel either directly
22 or through a contractual or other arrangement or relationship.

- 23 a. On January 30, 2018, staff for Plaintiffs' counsel called **Staybridge Suites**
24 **Dallas Las Colinas**. During the call, the staff member learned from the
25 individual(s) on the phone that the hotel provides free transportation to guests,
26 but does not provide free wheelchair-accessible transportation.
27
28 b. Plaintiff Reiskin called **Staybridge Suites Dallas Las Colinas** on May 20,
2018. During the call, she learned from the individual(s) on the phone that the

1 hotel provides free transportation to guests, but does not provide free
2 wheelchair-accessible transportation.

3 c. Plaintiff Corbett called **Staybridge Suites Dallas Las Colinas** on August 13,
4 2018. During the call, she learned from the individual(s) on the phone that the
5 hotel provides free transportation to guests, but does not provide free
6 wheelchair-accessible transportation.

7
8 d. Had **Staybridge Suites Dallas Las Colinas** provided equivalent wheelchair-
9 accessible shuttle services, and had it informed Plaintiff Corbett of those
10 services, she intended to stay at the hotel and to use those services. She was
11 deterred from doing so by the hotel's lack of equivalent wheelchair-accessible
12 shuttle services.

13
14 e. Plaintiff Corbett would like to stay at the **Staybridge Suites Dallas Las**
15 **Colinas** in the future and use the hotel's transportation services, and will do so
16 if the hotel accurately informs her that it provides equivalent accessible
17 transportation services.

18 59. **Staybridge Suites Denver South-Park Meadows** is owned and/or operated by
19 HPT, which operates a fixed route and/or demand responsive transportation system at the hotel
20 either directly or through a contractual or other arrangement or relationship.

21 a. On October 17, 2014, staff for Plaintiffs' counsel called **Staybridge Suites**
22 **Denver South-Park Meadows**. During the call, the staff member learned
23 from the individual(s) on the phone that the hotel provides free transportation
24 to guests, but does not provide free wheelchair-accessible transportation.

25
26 b. Plaintiffs' expert called **Staybridge Suites Denver South-Park Meadows** on
27 September 2, 2015. During the call, he learned from the individual(s) on the
28

1 phone that the hotel provides free transportation to guests, but does not
2 provide free wheelchair-accessible transportation.

3 c. Staff for Plaintiffs' counsel called **Staybridge Suites Denver South-Park**
4 **Meadows** on January 19, 2018. During the call, the staff member learned
5 from the individual(s) on the phone that the hotel provides free transportation
6 to guests, but does not provide free wheelchair-accessible transportation.

7
8 d. Plaintiff Reiskin called **Staybridge Suites Denver South-Park Meadows** on
9 May 20, 2018. During the call, she learned from the individual(s) on the
10 phone that the hotel provides free transportation to guests, but does not
11 provide free wheelchair-accessible transportation.

12 e. Plaintiff Corbett called **Staybridge Suites Denver South-Park Meadows** on
13 June 14, 2018. During the call, she learned from the individual(s) on the
14 phone that the hotel provides free transportation to guests, but does not
15 provide free wheelchair-accessible transportation.

16
17 f. Had **Staybridge Suites Denver South-Park Meadows** provided equivalent
18 wheelchair-accessible shuttle services, and had it informed Plaintiff Corbett of
19 those services, she intended to stay at the hotel and to use those services. She
20 was deterred from doing so by the hotel's lack of equivalent wheelchair-
21 accessible shuttle services.

22
23 g. Plaintiff Corbett would like to stay at the **Staybridge Suites Denver South-**
24 **Park Meadows** in the future and use the hotel's transportation services, and
25 will do so if the hotel accurately informs her that it provides equivalent
26 accessible transportation services.

27
28 h. Staff for Plaintiffs' counsel called **Staybridge Suites Denver South-Park**
Meadows on June 19, 2018. During the call, the staff member learned from

1 the individual(s) on the phone that the hotel provides free transportation to
2 guests, but does not provide free wheelchair-accessible transportation.

3 i. Staff for Plaintiffs' counsel called **Staybridge Suites Denver South-Park**
4 **Meadows** on July 17, 2018. During the call, the staff member learned from
5 the individual(s) on the phone that the hotel provides free transportation to
6 guests, but does not provide free wheelchair-accessible transportation.

7
8 j. Staff for Plaintiffs' counsel called **Staybridge Suites Denver South-Park**
9 **Meadows** on August 27, 2018. During the call, the staff member learned from
10 the individual(s) on the phone that the hotel provides free transportation to
11 guests, but does not provide free wheelchair-accessible transportation.

12 60. **Staybridge Suites Fort Lauderdale Plantation** is owned and/or operated by
13 HPT, which operates a fixed route and/or demand responsive transportation system at the hotel
14 either directly or through a contractual or other arrangement or relationship.

15 a. On October 30, 2014, staff for Plaintiffs' counsel called **Staybridge Suites**
16 **Fort Lauderdale Plantation**. During the call, the staff member learned from
17 the individual(s) on the phone that the hotel provides free transportation to
18 guests, but does not provide free wheelchair-accessible transportation.

19 b. Plaintiff Corbett called **Staybridge Suites Fort Lauderdale Plantation** on
20 November 10, 2014. During the call, she learned from the individual(s) on the
21 phone that the hotel provides free transportation to guests, but does not
22 provide free wheelchair-accessible transportation.

23 c. Plaintiffs' expert called **Staybridge Suites Fort Lauderdale Plantation** on
24 August 25, 2015. During the call, he learned from the individual(s) on the
25 phone that the hotel provides free transportation to guests, but does not
26 provide free wheelchair-accessible transportation.
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- 1 d. Staff for Plaintiffs' counsel called **Staybridge Suites Fort Lauderdale**
2 **Plantation** on January 19, 2018. During the call, the staff member learned
3 from the individual(s) on the phone that the hotel provides free transportation
4 to guests, but does not provide free wheelchair-accessible transportation.
5
- 6 e. Plaintiff Reiskin called **Staybridge Suites Fort Lauderdale Plantation** on
7 May 20, 2018. During the call, she learned from the individual(s) on the
8 phone that the hotel provides free transportation to guests, but does not
9 provide free wheelchair-accessible transportation.
- 10 f. Plaintiff Corbett called **Staybridge Suites Fort Lauderdale Plantation** on
11 June 14, 2018. During the call, she learned from the individual(s) on the
12 phone that the hotel provides free transportation to guests, but does not
13 provide free wheelchair-accessible transportation.
14
- 15 g. Had **Staybridge Suites Fort Lauderdale Plantation** provided equivalent
16 wheelchair-accessible shuttle services, and had it informed Plaintiff Corbett of
17 those services, she intended to stay at the hotel and to use those services. She
18 was deterred from doing so by the hotel's lack of equivalent wheelchair-
19 accessible shuttle services.
- 20 h. Plaintiff Corbett would like to stay at the **Staybridge Suites Fort Lauderdale**
21 **Plantation** in the future and use the hotel's transportation services, and will
22 do so if the hotel accurately informs her that it provides equivalent accessible
23 transportation services.
24

25 61. **Staybridge Suites Herndon-Dulles** is owned and/or operated by HPT, which
26 operates a fixed route and/or demand responsive transportation system at the hotel either directly
27 or through a contractual or other arrangement or relationship.
28

- 1 a. On October 30, 2014, staff for Plaintiffs' counsel called **Staybridge Suites**
2 **Herndon-Dulles**. During the call, the staff member learned from the
3 individual(s) on the phone that the hotel provides free transportation to guests,
4 but does not provide free wheelchair-accessible transportation.
- 5 b. Plaintiff Corbett called **Staybridge Suites Herndon-Dulles** on November 12,
6 2014. During the call, she learned from the individual(s) on the phone that the
7 hotel provides free transportation to guests, but does not provide free
8 wheelchair-accessible transportation.
- 9 c. Plaintiffs' expert called **Staybridge Suites Herndon-Dulles** on August 17,
10 2015. During the call, he learned from the individual(s) on the phone that the
11 hotel provides free transportation to guests, but does not provide free
12 wheelchair-accessible transportation.
- 13 d. Staff for Plaintiffs' counsel called **Staybridge Suites Herndon-Dulles** on
14 January 22, 2018. During the call, the staff member learned from the
15 individual(s) on the phone that the hotel provides free transportation to guests,
16 but does not provide free wheelchair-accessible transportation.
- 17 e. Plaintiff Reiskin called **Staybridge Suites Herndon-Dulles** on May 20, 2018.
18 During the call, she learned from the individual(s) on the phone that the hotel
19 provides free transportation to guests, but does not provide free wheelchair-
20 accessible transportation.
- 21 f. Staff for Plaintiffs' counsel called **Staybridge Suites Herndon-Dulles** on
22 August 9, 2018. During the call, the staff member learned from the
23 individual(s) on the phone that the hotel provides free transportation to guests,
24 but does not provide free wheelchair-accessible transportation.
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1 g. Plaintiff Corbett called **Staybridge Suites Herndon-Dulles** on August 13,
2 2018. During the call, she learned from the individual(s) on the phone that the
3 hotel provides free transportation to guests, but does not provide free
4 wheelchair-accessible transportation.

5 h. Had **Staybridge Suites Herndon-Dulles** provided equivalent wheelchair-
6 accessible shuttle services, and had it informed Plaintiff Corbett of those
7 services, she intended to stay at the hotel and to use those services. She was
8 deterred from doing so by the hotel's lack of equivalent wheelchair-accessible
9 shuttle services.

10 i. Plaintiff Corbett would like to stay at the **Staybridge Suites Herndon-Dulles**
11 in the future and use the hotel's transportation services, and will do so if the
12 hotel accurately informs her that it provides equivalent accessible
13 transportation services.

14 j. Staff for Plaintiffs' counsel called **Staybridge Suites Herndon-Dulles** on
15 October 8, 2018. During the call, the staff member learned from the
16 individual(s) on the phone that the hotel provides free transportation to guests,
17 but does not provide free wheelchair-accessible transportation.

18 k. Staff for Plaintiffs' counsel called **Staybridge Suites Herndon-Dulles** on
19 October 22, 2018. During the call, the staff member learned from the
20 individual(s) on the phone that the hotel provides free transportation to guests,
21 but does not provide free wheelchair-accessible transportation

22 62. **Staybridge Suites San Antonio NW Colonnade** is owned and/or operated by
23 HPT, which operates a fixed route and/or demand responsive transportation system at the hotel
24 either directly or through a contractual or other arrangement or relationship.
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- 1 a. On September 2, 2015, Plaintiffs' expert called **Staybridge Suites San**
2 **Antonio NW Colonnade**. During the call, he learned from the individual(s)
3 on the phone that the hotel provides free transportation to guests. During a
4 follow-up call on September 3, 2015, he learned from the individual(s) on the
5 phone that the hotel does not provide free wheelchair-accessible
6 transportation.
7
- 8 b. Staff for Plaintiffs' counsel called **Staybridge Suites San Antonio NW**
9 **Colonnade** on January 22, 2018. During the call, the staff member learned
10 from the individual(s) on the phone that the hotel provides free transportation
11 to guests, but does not provide free wheelchair-accessible transportation.
12
- 13 c. Plaintiff Reiskin called **Staybridge Suites San Antonio NW Colonnade** on
14 May 20, 2018. During the call, she learned from the individual(s) on the
15 phone that the hotel provides free transportation to guests, but does not
16 provide free wheelchair-accessible transportation.
17
- 18 d. Plaintiff Corbett called **Staybridge Suites San Antonio NW Colonnade** on
19 August 13, 2018. During the call, she learned from the individual(s) on the
20 phone that the hotel provides free transportation to guests, but does not
21 provide free wheelchair-accessible transportation.
22
- 23 e. Had **Staybridge Suites San Antonio NW Colonnade** provided equivalent
24 wheelchair-accessible shuttle services, and had it informed Plaintiff Corbett of
25 those services, she intended to stay at the hotel and to use those services. She
26 was deterred from doing so by the hotel's lack of equivalent wheelchair-
27 accessible shuttle services.
28
- f. Plaintiff Corbett would like to stay at the **Staybridge Suites San Antonio**
NW Colonnade in the future and use the hotel's transportation services, and

1 will do so if the hotel accurately informs her that it provides equivalent
2 accessible transportation services.

3 63. **Staybridge Suites San Diego Rancho Bernardo Area** is owned and/or operated
4 by HPT, which operates a fixed route and/or demand responsive transportation system at the
5 hotel either directly or through a contractual or other arrangement or relationship.

6 a. On October 9, 2014, staff for Plaintiffs' counsel called **Staybridge Suites San**
7 **Diego Rancho Bernardo Area**. During the call, the staff member learned
8 from the individual(s) on the phone that the hotel provides free transportation
9 to guests, but does not provide free wheelchair-accessible transportation.

10 b. Plaintiffs' expert called **Staybridge Suites San Diego Rancho Bernardo**
11 **Area** on August 11, 2015. During the call, he learned from the individual(s)
12 on the phone that the hotel provides free transportation to guests, but does not
13 provide free wheelchair-accessible transportation.

14 c. Staff for Plaintiffs' counsel called **Staybridge Suites San Diego Rancho**
15 **Bernardo Area** on January 12, 2018. During the call, the staff member
16 learned from the individual(s) on the phone that the hotel provides free
17 transportation to guests, but does not provide free wheelchair-accessible
18 transportation.

19 d. Plaintiff Corbett called **Staybridge Suites San Diego Rancho Bernardo**
20 **Area** on May 14, 2018. During the call, she learned from the individual(s) on
21 the phone that the hotel provides free transportation to guests, but does not
22 provide free wheelchair-accessible transportation.

23 e. Had **Staybridge Suites San Diego Rancho Bernardo Area** provided
24 equivalent wheelchair-accessible shuttle services, and had it informed Plaintiff
25 Corbett of those services, she intended to stay at the hotel and to use those
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1 services. She was deterred from doing so by the hotel's lack of equivalent
2 wheelchair-accessible shuttle services.

3 f. Plaintiff Corbett would like to stay at the **Staybridge Suites San Diego**
4 **Rancho Bernardo Area** in the future and use the hotel's transportation
5 services, and will do so if the hotel accurately informs her that it provides
6 equivalent accessible transportation services.

7 g. Staff for Plaintiffs' counsel called **Staybridge Suites San Diego Rancho**
8 **Bernardo Area** on June 22, 2018. During the call, the staff member learned
9 from the individual(s) on the phone that the hotel provides free transportation
10 to guests, but does not provide free wheelchair-accessible transportation.

11 h. Staff for Plaintiffs' counsel called **Staybridge Suites San Diego Rancho**
12 **Bernardo Area** on July 23, 2018. During the call, the staff member learned
13 from the individual(s) on the phone that the hotel provides free transportation
14 to guests, but does not provide free wheelchair-accessible transportation.

15 i. Staff for Plaintiffs' counsel called **Staybridge Suites San Diego Rancho**
16 **Bernardo Area** on September 27, 2018. During the call, the staff member
17 learned from the individual(s) on the phone that the hotel provides free
18 transportation to guests, but does not provide free wheelchair-accessible
19 transportation.
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23 64. **Staybridge Suites San Jose** is owned and/or operated by HPT, which operates a
24 fixed route and/or demand responsive transportation system at the hotel either directly or through
25 a contractual or other arrangement or relationship.

26 a. On October 7, 2014, staff for Plaintiffs' counsel called **Staybridge Suites San**
27 **Jose**. During the call, the staff member learned from the individual(s) on the
28

1 phone that the hotel provides free transportation to guests, but does not
2 provide free wheelchair-accessible transportation.

3 b. Plaintiffs' expert called **Staybridge Suites San Jose** on August 17, 2015.

4 During the call, he learned from the individual(s) on the phone that the hotel
5 provides free transportation to guests, but does not provide free wheelchair-
6 accessible transportation.

7
8 c. Staff for Plaintiffs' counsel called **Staybridge Suites San Jose** on January 23,

9 2018. During the call, the staff member learned from the individual(s) on the
10 phone that the hotel provides free transportation to guests, but does not
11 provide free wheelchair-accessible transportation.

12 d. Plaintiff Corbett called **Staybridge Suites San Jose** on May 14, 2018. During

13 the call, she learned from the individual(s) on the phone that the hotel
14 provides free transportation to guests, but does not provide free wheelchair-
15 accessible transportation.

16 e. Plaintiff Reiskin called **Staybridge Suites San Jose** on May 20, 2018. During

17 the call, she learned from the individual(s) on the phone that the hotel
18 provides free transportation to guests, but does not provide free wheelchair-
19 accessible transportation.

20 f. Had **Staybridge Suites San Jose** provided equivalent wheelchair-accessible

21 shuttle services, and had it informed Plaintiff Reiskin of those services, she
22 intended to stay at the hotel and to use those services. She was deterred from
23 doing so by the hotel's lack of equivalent wheelchair-accessible shuttle
24 services.

25 g. Plaintiff Reiskin would like to stay at the **Staybridge Suites San Jose** in the

26 future and use the hotel's transportation services, and will do so if the hotel
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1 accurately informs her that it provides equivalent accessible transportation
2 services.

3 65. **Staybridge Suites Torrance Redondo Beach** is owned and/or operated by HPT,
4 which operates a fixed route and/or demand responsive transportation system at the hotel either
5 directly or through a contractual or other arrangement or relationship.

- 6 a. On October 9, 2014, staff for Plaintiffs' counsel called **Staybridge Suites**
7 **Torrance Redondo Beach**. During the call, the staff member learned from
8 the individual(s) on the phone that the hotel provides free transportation to
9 guests, but does not provide free wheelchair-accessible transportation.
- 10 b. Plaintiffs' expert called **Staybridge Suites Torrance Redondo Beach** on
11 August 17, 2015. During the call, he learned from the individual(s) on the
12 phone that the hotel provides free transportation to guests, but does not
13 provide free wheelchair-accessible transportation.
- 14 c. Staff for Plaintiffs' counsel called **Staybridge Suites Torrance Redondo**
15 **Beach** on January 12, 2018. During the call, the staff member learned from
16 the individual(s) on the phone that the hotel provides free transportation to
17 guests, but does not provide free wheelchair-accessible transportation.
- 18 d. Plaintiff Corbett called **Staybridge Suites Torrance Redondo Beach** on May
19 14, 2018. During the call, she learned from the individual(s) on the phone that
20 the hotel provides free transportation to guests, but does not provide free
21 wheelchair-accessible transportation.
- 22 e. Had **Staybridge Suites Torrance Redondo Beach** provided equivalent
23 wheelchair-accessible shuttle services, and had it informed Plaintiff Corbett of
24 those services, she intended to stay at the hotel and to use those services. She
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1 was deterred from doing so by the hotel's lack of equivalent wheelchair-
2 accessible shuttle services.

3 f. Plaintiff Corbett would like to stay at the **Staybridge Suites Torrance**
4 **Redondo Beach** in the future and use the hotel's transportation services, and
5 will do so if the hotel accurately informs her that it provides equivalent
6 accessible transportation services.

7
8 g. Plaintiff Reiskin called **Staybridge Suites Torrance Redondo Beach** on May
9 20, 2018. During the call, she learned from the individual(s) on the phone that
10 the hotel provides free transportation to guests, but does not provide free
11 wheelchair-accessible transportation.

12 h. Staff for Plaintiffs' counsel called **Staybridge Suites Torrance Redondo**
13 **Beach** on July 3, 2018. During the call, the staff member learned from the
14 individual(s) on the phone that the hotel provides free transportation to guests,
15 but does not provide free wheelchair-accessible transportation.

16
17 i. Staff for Plaintiffs' counsel called **Staybridge Suites Torrance Redondo**
18 **Beach** on August 8, 2018. During the call, the staff member learned from the
19 individual(s) on the phone that the hotel provides free transportation to guests,
20 but does not provide free wheelchair-accessible transportation.

21
22 j. Staff for Plaintiffs' counsel called **Staybridge Suites Torrance Redondo**
23 **Beach** on September 28, 2018. During the call, the staff member learned from
24 the individual(s) on the phone that the hotel provides free transportation to
25 guests, but does not provide free wheelchair-accessible transportation.

26 66. **Staybridge Suites Vancouver Portland Metro** is owned and/or operated by
27 HPT, which operates a fixed route and/or demand responsive transportation system at the hotel
28 either directly or through a contractual or other arrangement or relationship.

- 1 a. On September 15, 2015, Plaintiffs' expert called **Staybridge Suites**
2 **Vancouver-Portland Metro**. During the call, he learned from the
3 individual(s) on the phone that the hotel provides free transportation to guests,
4 but does not provide free wheelchair-accessible transportation.
5
- 6 b. Staff for Plaintiffs' counsel called **Staybridge Suites Vancouver-Portland**
7 **Metro** on January 22, 2018. During the call, the staff member learned from
8 the individual(s) on the phone that the hotel provides free transportation to
9 guests, but does not provide free wheelchair-accessible transportation.
10
- 11 c. Plaintiff Reiskin called **Staybridge Suites Vancouver-Portland Metro** on
12 May 20, 2018. During the call, she learned from the individual(s) on the
13 phone that the hotel provides free transportation to guests, but does not
14 provide free wheelchair-accessible transportation.
15
- 16 d. Had **Staybridge Suites Vancouver-Portland Metro** provided equivalent
17 wheelchair-accessible shuttle services, and had it informed Plaintiff Reiskin of
18 those services, she intended to stay at the hotel and to use those services. She
19 was deterred from doing so by the hotel's lack of equivalent wheelchair-
20 accessible shuttle services.
21
- 22 e. Plaintiff Reiskin would like to stay at the **Staybridge Suites Vancouver-**
23 **Portland Metro** in the future and use the hotel's transportation services, and
24 will do so if the hotel accurately informs her that it provides equivalent
25 accessible transportation services.
26
- 27 f. Staff for Plaintiffs' counsel called **Staybridge Suites Vancouver-Portland**
28 **Metro** on August 3, 2018. During the call, the staff member learned from the
individual(s) on the phone that the hotel provides free transportation to guests,
but does not provide free wheelchair-accessible transportation.

1 g. Plaintiff Corbett called **Staybridge Suites Vancouver-Portland Metro** on
2 August 13, 2018. During the call, she learned from the individual(s) on the
3 phone that the hotel provides free transportation to guests, but does not
4 provide free wheelchair-accessible transportation.

5 h. Staff for Plaintiffs' counsel called **Staybridge Suites Vancouver-Portland**
6 **Metro** on October 12, 2018. During the call, the staff member learned from
7 the individual(s) on the phone that the hotel provides free transportation to
8 guests. During a follow-up call on the same day, the staff member learned
9 from the individual(s) on the phone that the hotel does not provide free
10 wheelchair-accessible transportation.

11
12 67. **Wyndham Atlanta Perimeter** (aka Wyndham Atlanta Galleria) is owned and/or
13 operated by HPT, which operates a fixed route and/or demand responsive transportation system
14 at the hotel either directly or through a contractual or other arrangement or relationship.

15 a. On October 30, 2014, staff for Plaintiffs' counsel called **Wyndham Atlanta**
16 **Perimeter**. During the call, the staff member learned from the individual(s)
17 on the phone that the hotel provides free transportation to guests, but does not
18 provide free wheelchair-accessible transportation.

19 b. Plaintiff Corbett called **Wyndham Atlanta Perimeter** on November 10,
20 2014. During the call, she learned from the individual(s) on the phone that the
21 hotel provides free transportation to guests, but does not provide free
22 wheelchair-accessible transportation.

23 c. Plaintiffs' expert called **Wyndham Atlanta Perimeter** on August 31, 2015.
24 During the call, he learned from the individual(s) on the phone that the hotel
25 provides free transportation to guests, but does not provide free wheelchair-
26 accessible transportation.
27
28

1 d. Plaintiffs' expert called **Wyndham Atlanta Perimeter** on September 15,
2 2015. During the call, he learned from the individual(s) on the phone that the
3 hotel provides free transportation to guests, but does not provide free
4 wheelchair-accessible transportation.

5 e. Plaintiff Reiskin called **Wyndham Atlanta Perimeter** on May 20, 2018.
6 During the call, she learned from the individual(s) on the phone that the hotel
7 provides free transportation to guests, but does not provide free wheelchair-
8 accessible transportation.

9 f. Had **Wyndham Atlanta Perimeter** provided equivalent wheelchair-
10 accessible shuttle services, and had it informed Plaintiff Reiskin of those
11 services, she intended to stay at the hotel and to use those services. She was
12 deterred from doing so by the hotel's lack of equivalent wheelchair-accessible
13 shuttle services.

14 g. Plaintiff Reiskin would like to stay at the **Wyndham Atlanta Perimeter** in
15 the future and use the hotel's transportation services, and will do so if the
16 hotel accurately informs her that it provides equivalent accessible
17 transportation services.

18 h. Plaintiff Corbett called **Wyndham Atlanta Perimeter** on June 14, 2018.
19 During the call, she learned from the individual(s) on the phone that the hotel
20 provides free transportation to guests, but does not provide free wheelchair-
21 accessible transportation.

22 68. **Wyndham Dallas Park Central** is owned and/or operated by HPT, which
23 operates a fixed route and/or demand responsive transportation system at the hotel either directly
24 or through a contractual or other arrangement or relationship.
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- 1 a. On October 17, 2014, staff for Plaintiffs' counsel called **Wyndham Dallas**
2 **Park Central**. During the call, the staff member learned from the
3 individual(s) on the phone that the hotel provides free transportation to guests,
4 but does not provide free wheelchair-accessible transportation.
5
- 6 b. Plaintiff Corbett called **Wyndham Dallas Park Central** on November 12,
7 2014. During the call, she learned from the individual(s) on the phone that the
8 hotel provides free transportation to guests, but does not provide free
9 wheelchair-accessible transportation.
10
- 11 c. Staff for Plaintiffs' counsel called **Wyndham Dallas Park Central** on
12 January 30, 2018. During the call, the staff member learned from the
13 individual(s) on the phone that the hotel provides free transportation to guests,
14 but does not provide free wheelchair-accessible transportation.
15
- 16 d. Plaintiff Corbett called **Wyndham Dallas Park Central** on August 13, 2018.
17 During the call, she learned from the individual(s) on the phone that the hotel
18 provides free transportation to guests, but does not provide free wheelchair-
19 accessible transportation.
20
- 21 e. Had **Wyndham Dallas Park Central** provided equivalent wheelchair-
22 accessible shuttle services, and had it informed Plaintiff Corbett of those
23 services, she intended to stay at the hotel and to use those services. She was
24 deterred from doing so by the hotel's lack of equivalent wheelchair-accessible
25 shuttle services.
26
- 27 f. Plaintiff Corbett would like to stay at the **Wyndham Dallas Park Central** in
28 the future and use the hotel's transportation services, and will do so if the
hotel accurately informs her that it provides equivalent accessible
transportation services.

1 69. **Wyndham Hamilton Park Hotel and Conference Center** is owned and/or
2 operated by HPT, which operates a fixed route and/or demand responsive transportation system
3 at the hotel either directly or through a contractual or other arrangement or relationship.

4 a. On August 17, 2015, Plaintiffs' expert called **Wyndham Hamilton Park**
5 **Hotel and Conference Center**. During the call, he learned from the
6 individual(s) on the phone that the hotel provides free transportation to guests,
7 but does not provide free wheelchair-accessible transportation.

8 b. Staff for Plaintiffs' counsel called **Wyndham Hamilton Park Hotel and**
9 **Conference Center** on January 24, 2018. During the call, the staff member
10 learned from the individual(s) on the phone that the hotel provides free
11 transportation to guests, but does not provide free wheelchair-accessible
12 transportation.

13 c. Plaintiff Reiskin called **Wyndham Hamilton Park Hotel and Conference**
14 **Center** on May 28, 2018. During the call, she learned from the individual(s)
15 on the phone that the hotel provides free transportation to guests, but does not
16 provide free wheelchair-accessible transportation.

17 d. Had **Wyndham Hamilton Park Hotel and Conference Center** provided
18 equivalent wheelchair-accessible shuttle services, and had it informed Plaintiff
19 Reiskin of those services, she intended to stay at the hotel and to use those
20 services. She was deterred from doing so by the hotel's lack of equivalent
21 wheelchair-accessible shuttle services.

22 e. Plaintiff Reiskin would like to stay at the **Wyndham Hamilton Park Hotel**
23 **and Conference Center** in the future and use the hotel's transportation
24 services, and will do so if the hotel accurately informs her that it provides
25 equivalent accessible transportation services.
26
27
28

- 1 f. Plaintiff Corbett called **Wyndham Hamilton Park Hotel and Conference**
2 **Center** on August 13, 2018. During the call, she learned from the
3 individual(s) on the phone that the hotel provides free transportation to guests,
4 but does not provide free wheelchair-accessible transportation.

5
6 70. **Wyndham Houston West Energy Corridor** is owned and/or operated by HPT,
7 which operates a fixed route and/or demand responsive transportation system at the hotel either
8 directly or through a contractual or other arrangement or relationship.

- 9 a. On August 17, 2015, Plaintiffs' expert called **Wyndham Houston West**
10 **Energy Corridor**. During the call, he learned that the hotel provides free
11 transportation to guests, but does not provide free wheelchair-accessible
12 transportation.
- 13 b. Staff for Plaintiffs' counsel called **Wyndham Houston West Energy**
14 **Corridor** on January 26, 2018. During the call, the staff member learned from
15 the individual(s) on the phone that the hotel provides free transportation to
16 guests, but does not provide free wheelchair-accessible transportation.
- 17 c. Plaintiff Reiskin called **Wyndham Houston West Energy Corridor** on May
18 20, 2018. During the call, she learned from the individual(s) on the phone that
19 the hotel provides free transportation to guests, but does not provide free
20 wheelchair-accessible transportation
- 21 d. Plaintiff Corbett called **Wyndham Houston West Energy Corridor** on
22 August 13, 2018. During the call, she learned from the individual(s) on the
23 phone that the hotel provides free transportation to guests, but does not
24 provide free wheelchair-accessible transportation.
- 25 e. Had **Wyndham Houston West Energy Corridor** provided equivalent
26 wheelchair-accessible shuttle services, and had it informed Plaintiff Corbett of
27
28

1 those services, she intended to stay at the hotel and to use those services. She
2 was deterred from doing so by the hotel's lack of equivalent wheelchair-
3 accessible shuttle services.

4 f. Plaintiff Corbett would like to stay at the **Wyndham Houston West Energy**
5 **Corridor** in the future and use the hotel's transportation services, and will do
6 so if the hotel accurately informs her that it provides equivalent accessible
7 transportation services.
8

9 71. On information and belief, after August 25, 1990, each of the above hotels has
10 purchased or leased vehicles for use on fixed-route and/or demand-responsive transportation
11 systems in place at the hotels.

12 72. HPT relies on third parties to provide accessible transportation services at many
13 of its hotels.

14 73. Many of these third parties do not provide accessible transportation services that
15 are equivalent to the transportation services provided to nondisabled guests. For example, and
16 without limitation, these third-party transportation companies do not have the capability or
17 capacity to provide equivalent transportation services, do not provide transportation services
18 during the hours that such services are available to nondisabled guests, and/or require longer
19 advance notice than nondisabled guests must provide.

20 74. On information and belief, HPT has not designated a person to coordinate its
21 efforts to comply with applicable ADA regulations governing transportation.

22 75. On information and belief, neither HPT nor any of the hotels listed above has a
23 complaint procedure that is advertised to the public, accessible to and useable by people with
24 disabilities, and results in prompt responses to complaints.

25 76. HPT does not take any -- or sufficient -- measures to ensure that the hotels that it
26 owns and/or operates, including but not limited to those discussed above, provide compliant
27 equivalent accessible transportation services.
28

1 77. Prior to filing this litigation, attorneys for Plaintiffs wrote to HPT, explaining that
2 many of its hotels are in violation of the transportation provisions of the ADA and state law, and
3 requesting that it bring its hotels into compliance with these statutes. HPT did not respond to this
4 letter.

5 **FIRST CLAIM FOR RELIEF**

6 **Title III of the Americans with Disabilities Act of 1990 42 U.S.C. § 12181 *et seq.***

7 78. Plaintiffs incorporate by reference each and every allegation herein.

8 79. Title III requires that “[n]o individual shall be discriminated against on the basis
9 of disability in the full and equal enjoyment of the goods, services, facilities, privileges,
10 advantages, or accommodations of any place of public accommodation by any person who owns
11 . . . or operates a place of public accommodation.” 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201(a).

12 80. Hotels that provide fixed-route transportation services to guests must comply with
13 the following requirements:

14 A. For all purchases or leases after August 25, 1990, vehicles with a seating capacity
15 over 16 passengers must be wheelchair-accessible;

16 B. For all purchases or leases after August 25, 1990, vehicles with a seating capacity
17 of under 16 passengers must be either wheelchair-accessible or equivalent service
18 must be provided.

19 81. Hotels that provide on-demand transportation services to guests must either
20 provide wheelchair-accessible vehicles or ensure that equivalent service is provided.

21 82. Defendant HPT owns and/or operates “an inn, hotel, motel, or other place of
22 lodging,” which is a place of public accommodation pursuant to 42 U.S.C. § 12181(7)(A), and is
23 also a “private entit[y] not primarily engaged in the business of transporting people” pursuant to
24 49 C.F.R. part 37.

25 83. Defendant HPT has engaged in illegal disability discrimination, as defined by
26 Title III, including without limitation, by failing to ensure that transportation vehicles in use at its
27 hotels are readily accessible to and usable by individuals with disabilities, including individuals
28 who use wheelchairs, by failing to ensure that its hotels provide equivalent accessible

1 transportation services to such individuals, and/or by failing to ensure that personnel are trained
2 to proficiency with respect to the provision of accessible transportation services.

3 84. Defendant HPT's ongoing and continuing violations of Title III have caused, and
4 in the absence of an injunction will continue to cause, harm to the plaintiffs.

5 **SECOND CLAIM FOR RELIEF**

6 **Unruh Civil Rights Act, Cal. Civ. Code, § 51, *et seq.*, and the Unruh Act's
7 Incorporation of the ADA**

8 85. Plaintiffs incorporate by reference each and every allegation herein.

9 86. Defendant HPT's hotels are business establishments and, as such, must comply
10 with the provisions of the Unruh Act.

11 87. The Unruh Act guarantees, *inter alia*, that persons with disabilities are entitled to
12 full and equal accommodations, advantages, facilities, privileges, or services in all business
13 establishments of every kind whatsoever within the jurisdiction of the State of California. Cal.
14 Civ. Code § 51(b).

15 88. A violation of the ADA, the DOJ Standards, or Title 24 is also a violation of the
16 Unruh Act.

17 89. Defendant HPT has violated the Unruh Act by, *inter alia*, denying, or aiding or
18 inciting the denial of, Plaintiffs' rights to the full and equal accommodations, advantages,
19 facilities, privileges, or services offered at Defendant's business establishments, specifically the
20 transportation services offered at Defendant's hotels.

21 90. Defendant has also violated the Unruh Act by denying, or aiding or inciting the
22 denial of, Plaintiffs' rights to equal access arising from the provisions of the ADA.

23 91. Defendant HPT's ongoing and continuing violations of the Unruh Act have
24 caused, and in the absence of an injunction will continue to cause, harm to the plaintiffs.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiffs respectfully request judgment as follows:

27 1. A declaration that Defendant HPT's conduct as alleged here has violated, and
28 continues to violate, Title III of the Americans with Disabilities Act of 1990 and the Unruh Civil
Rights Act, as well as their implementing regulations;

Hotel	Address	City(ies)	State
Candlewood Suites Boston Burlington	130 Middlesex Turnpike	Boston, Burlington	MA
Candlewood Suites Chicago Naperville	27 W. 300 Warrenville Rd.	Chicago, Naperville	IL
Candlewood Suites Chicago O'Hare	4021 N. Mannheim Rd.	Chicago, O'Hare	IL
Candlewood Suites Dallas by the Galleria	13939 Noel Road	Dallas, by the Galleria	TX
Candlewood Suites Parsippany Morris Plains	100 Candlewood Dr	Parsippany, Morris Plains	NJ
Candlewood Suites Philadelphia (Horsham) Willow Grove	250 Business Center Dr	Horsham (Willow Grove)	PA
Chase Park Plaza Royal Sonesta St. Louis	212-232 N. Kingshighway Boulevard	Saint Louis	MO
Country Inn & Suites by Carlson Sunnyvale	1300 Chesapeake Terrace	Sunnyvale	CA
Country Inn & Suites San Diego North	5975 Lusk Boulevard	San Diego	CA
Courtyard Chicago Arlington Heights North	3700 N. Wilke Road	Arlington Heights	IL
Courtyard Dallas Central Expressway	10325 N. Central Expressway	Dallas Northpark	TX
Courtyard Dallas Richardson @ Campbell	2191 N. Greenville Avenue	Dallas/Richardson	TX
Courtyard San Jose Airport	1727 Technology Drive	San Jose	CA
Crowne Plaza Charlotte Executive Park	5700 Westpark Drive	Charlotte	NC
Hawthorn Suites by Wyndham Chicago Schaumburg	1200 E. Bank Dr.	Chicago, Schaumburg	IL
Hawthorn Suites by Wyndham Greensboro	7623 Thorndike Road	Greensboro	NC
Hawthorn Suites by Wyndham Salt Lake City Fort Union	6990 S. Park Center Drive	Salt Lake City, Fort Union	UT
Residence Inn Atlanta Alpharetta North Point Mall	1325 North Point Drive	Atlanta/Northpoint Mall	GA
Residence Inn Dallas Central Expressway	10333 N. Central Expressway	Dallas Nrth Prk	TX
Residence Inn Dallas Market Center	6950 N. Stemmons Freeway	Dallas Mkt Ctr	TX
Residence Inn Dallas Richardson	1040 Waterwood Drive	Dallas-Richardson	TX
Residence Inn Raleigh Cary	2900 Regency Parkway	Raleigh/Carey	NC
Royal Sonesta Houston Galleria	2222 West Loop South	Houston	TX
Sonesta ES Suites Andover Boston	4 Tech Drive	Andover/Boston	MA
Sonesta ES Suites Atlanta-Perimeter Center East	1901 Savoy Drive	Atlanta	GA
Sonesta ES Suites Burlington Boston	11 Old Concord Road	Burlington/Boston	MA
Sonesta ES Suites Chicago-Lombard	2001 S Highland Avenue	Lombard	IL
Sonesta ES Suites Cleveland Airport	17525 Rosebough Drive	Middleburg Heights A/P	OH
Sonesta ES Suites Minneapolis-St. Paul Airport	3040 Eagandale Place	Eagan	MN
Sonesta ES Suites Monmouth Junction	4225 US Highway 1	South Brunswick	NJ
Sonesta ES Suites Omaha	6990 Dodge Street	Omaha	NE
Sonesta ES Suites Parsippany	61 Interpace Pkwy	Parsippany	NJ
Sonesta ES Suites Portland-Vancouver	8005 NE Parkway Drive	Vancouver	OR

Hotel	Address	City(ies)	State
Sonesta Resort Hilton Head Island	130 Shipyard Drive	Hilton Head	SC
Staybridge Suites Alpharetta North Point	3980 North Point Parkway	Alpharetta	GA
Staybridge Suites Atlanta Perimeter Center East	4601 Ridgeview Road	Atlanta Perimeter	GA
Staybridge Suites Chatsworth	21902 Lassen	Chatsworth	CA
Staybridge Suites Dallas Las Colinas	1201 Executive Circle	Las Colinas	TX
Staybridge Suites Denver South-Park Meadows	7820 Park Meadows Drive	Denver Lone Tree	CO
Staybridge Suites Fort Lauderdale Plantation	410 North Pine Island Road	Ft. Lauderdale	FL
Staybridge Suites Herndon-Dulles	13700 Coppermine Rd.	Dulles (Herndon,VA)	VA
Staybridge Suites San Antonio NW Colonnade	4320 Spectrum One	San Antonio	TX
Staybridge Suites San Diego Rancho Bernardo Area	11855 Avenue of Industry	Carmel Mountain	CA
Staybridge Suites San Diego-Sorrento Mesa	6639 Mira Mesa Blvd	Sorrento Mesa	CA
Staybridge Suites San Francisco Airport	1350 Huntington Ave.	San Francisco	CA
Staybridge Suites San Jose	1602 Crane Court	San Jose	CA
Staybridge Suites Torrance Redondo Beach	19901 Prairie Ave.	Torrance	CA
Staybridge Suites Vancouver Portland Metro	7301 NE 41st Street	Portland-Vancouver	OR
Wyndham Atlanta Perimeter	6345 Powers Ferry Road	Atlanta (Perimeter)	GA
Wyndham Dallas Park Central	7800 Alpha Road	Dallas	TX
Wyndham Hamilton Park Hotel and Conference Center	175 Park Avenue	Florham Park	NJ
Wyndham Houston West Energy Corridor	14703 Park Row	Houston	TX