

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BAYMONT BY WYNDHAM YREKA
AND
CALIFORNIA DEPARTMENT OF JUSTICE**

This Memorandum of Understanding (MOU) is entered into on this 2nd day of November, 2022, by and between Baymont by Wyndham Yreka (“Baymont”) and the California Department of Justice (“DOJ”) (collectively referred to as the “Parties” or individually as a “Party”), relating to Baymont’s compliance with California’s nondiscrimination laws.

I. AUTHORITY.

As the head of the DOJ and chief law officer of the state of California, the Attorney General has authority under Article V, section 13 of the California Constitution to ensure that the state’s laws regarding nondiscrimination are being uniformly and adequately enforced. As a place of public accommodation operating in the state of California, Baymont must comply with California’s nondiscrimination laws.

II. PURPOSE.

Baymont and the DOJ wish to take all steps necessary to ensure that the state’s laws regarding nondiscrimination are uniformly and adequately enforced. Both parties wish to identify and address policies, procedures, and practices at Baymont that should be modified in order to prevent discrimination.

III. TERMS AND CONDITIONS.

A. Confirmation and Commitment to Nondiscrimination

Baymont confirms that it is taking all feasible measures to ensure that its staff are not engaging in unlawful discrimination. Baymont commits to not engaging in unlawful discrimination in the future, including, but not limited to the following:

- Members or perceived members of any California Indian Tribe (see Health & Saf. Code, § 8012, subd. (c)), or other Indian tribe (see 25 U.S.C. § 3001(7)), or individuals associated with or perceived to be associated with members or perceived members of any California Indian Tribe or other Indian tribe;
- Individuals associated with or perceived to be associated with agencies of any California Indian Tribe or other Indian tribe;
- Individuals associated with or perceived to be associated with tribal and/or local agencies serving individuals with behavioral and/or mental health issues; and

- Individuals associated with or perceived to be associated with tribal and/or local agencies serving individuals dealing with domestic violence issues;
- Individuals who are actual or perceived residents of the local area; or
- Individuals who are associated with, or perceived to be associated with, actual or perceived residents of the local area.

B. Revisions of Policies and Procedures

Within 15 days of the effective date of this MOU, Baymont shall submit to DOJ for review a comprehensive nondiscrimination statement and policy. Within 15 days of DOJ approval, Baymont shall adopt DOJ's revisions of the nondiscrimination statement and policy. Upon adoption, Baymont shall clearly display the comprehensive nondiscrimination statement and policy on its physical premises and website.

Within 15 days of the date of this MOU, Baymont shall submit to DOJ for review any policies of the hotel that clearly outline the nondiscriminatory reasons why an individual could be denied Baymont services. Within 15 days of DOJ approval, Baymont shall adopt DOJ's revisions of the policy or policies.

C. Training

Within 90 days of the effective date of this MOU, Baymont shall provide training to all employees on the nondiscrimination policy. Baymont shall repeat such training for all employees once every two years. Baymont shall provide nondiscrimination training for all new employees within 90 days of employment.

Within 90 days of DOJ approval of any policy regarding denial of services, Baymont shall provide training on such policy to all employees who are involved in booking rooms, checking in guests and related tasks. Baymont shall repeat such training for all employees who are involved in booking rooms, checking in guests and related tasks once every two years. Baymont shall provide such training for all new employees who are involved in booking rooms, checking in guests and related tasks within 90 days of employment.

IV. REPORTING.

Baymont shall provide DOJ with appropriate documentation of compliance upon request within 15 business days of such request unless DOJ agrees otherwise in writing. Baymont shall also provide DOJ with a quarterly report to DOJ for at least six quarters immediately following the effective date of this MOU regarding its compliance with the terms of this MOU. The first quarterly report shall be due at 5 p.m. Pacific time on the first business day of the fourth month following the effective date of this MOU. This report can be in the form of an email to Deputy Attorney General Natasha Reyes specifying how Baymont has conducted the corrective process required in this MOU, including specific relevant documentation evidencing the measures Baymont has taken to comply.

V. TERM.

This MOU shall take effect upon signature by the authorized representative of each Party and shall remain in effect until Baymont provides DOJ with at least six quarterly reports. After submission of the sixth report, DOJ shall determine at its sole discretion whether Baymont has achieved full compliance with this MOU and thus whether this MOU should be terminated.

VI. AMENDMENT AND TERMINATION.

The Parties may amend this MOU only in writing, which amendment shall be incorporated into and become effective on the date the amendment is fully executed by both Parties. In addition, the Parties may terminate this MOU prior to the term set forth in Section V above by mutual written agreement.

VII. ENTIRE AGREEMENT.

This MOU constitutes the entire agreement between the Parties with respect to the subjects of this MOU, and it supersedes all prior or contemporaneous agreements, representations, and understandings with respect to the subjects of this MOU.

VIII. DOJ'S CONTINUING JURISDICTION.

This MOU does not in any way limit the DOJ's jurisdiction or ability to conduct any investigation or enforcement action with regard to Baymont's compliance with this agreement, or any California law, regulation, or practice.

IX. MISCELLANEOUS.

This MOU shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws principles.

If any provision of this MOU is held to be invalid or unenforceable, the remaining provisions shall continue to be fully operative, to the extent possible.


Each of the persons executing this MOU represents and warrants that they have the full legal power and authority to bind the Party on whose behalf they sign.

Each Party represents that it has the legal power, capacity and authority to enter into this MOU.

This MOU shall be binding on the Parties and their successors, assigns, subsidiaries, parents and affiliates.

This MOU may be executed by facsimile signature and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

BAYMONT BY WYNDHAM YREKA

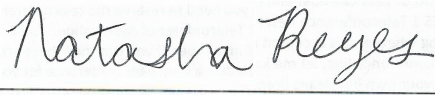
By: 

Name: Dahyabhai Patel

7/8/22

Date

CALIFORNIA DEPARTMENT OF JUSTICE

By: 

Natasha Reyes, Deputy Attorney General, for
Rob Bonta, California Attorney General

11/2/2022

Date