

**ATTORNEY GENERAL OF THE STATE OF NEW YORK  
INTERNET BUREAU**

**IN THE MATTER OF**

**RAMADA FRANCHISE SYSTEMS, INC.**

**ASSURANCE OF DISCONTINUANCE**

Pursuant to the provisions of Section 63(12) of the New York Executive Law, Eliot Spitzer, Attorney General of the State of New York (the “Attorney General”), has made an inquiry into whether the RAMADA.COM web site of Ramada Franchise Systems, Inc. (“Ramada”) is accessible to the assistive technology used by the blind and visually impaired (the “Inquiry”). Based upon the results of the Inquiry, the Attorney General finds as follows:

**DEFINITIONS**

1. The terms used in this Assurance to refer to the applicable technology shall be given the same meaning as used in the Web Content Accessibility Guidelines 1.0 (“W3C Guidelines”), and elsewhere on the W3C.ORG web site, such as the Glossary provided as Appendix B to the W3C Guidelines, the HTML Techniques for Web Content Accessibility Guidelines 1.0 (“HTML Techniques”) and the Core Techniques for Web Content Accessibility Guidelines 1.0 (“Core Techniques”), and, as to any terms not found in any of these sources, as they are used commonly in the technology industry. A copy of the W3C Guidelines, the HTML Techniques and the Core Techniques are annexed hereto as Exhibits A, B and C, respectively.

**ALLEGATIONS OF THE ATTORNEY GENERAL**

2. Defendant Ramada Franchise Systems, Inc. (“Ramada”) is a Delaware

corporation doing business in the State of New York. Since at least August 20, 2002, Ramada has been the registrant, through Network Solutions, Inc., of the RAMADA.COM domain name, through which consumers may make reservations for the various Ramada hotels. Ramada also has the right to license the Ramada trade name and service marks in the United States.

3. Many blind and visually impaired persons use assistive technology, such as screen reader software, to operate a computer, including for surfing the Internet. Assistive technology, such as Freedom Scientific's JAWS 4.5 for Windows and Microsoft's Window Eyes, converts text into speech. When a screen reader user directs his/her computer to a web page, for example, the screen reader software reads each section of the web page aloud as that web page is displayed by the user's browser, generally from top to bottom and left to right, as if it were reading a book.

4. The computer code of a web page, in conjunction with a user's browser, dictates what the screen reader software reads aloud. Therefore, in order to be accessible, a web site must utilize computer code that is comprehensible to a screen reader software user. For example, all graphics must have comprehensible labels, each link on a web page must be meaningfully labeled, tables must have appropriately placed row and column headers (so that each heading is read aloud with each table entry, thereby giving meaning to the table entries), and each edit field (*i.e.*, the box where the Internet user must input information, such as name and address) must be labeled to indicate which information is requested. Absent these accessible codes, blind and visually impaired persons cannot navigate a web site.

5. Following its investigation, the Attorney General now alleges that the RAMADA.COM web site had several elements that made it inaccessible to screen reader software. For example, certain non-text elements, such as images, did not have text alternatives,

including the navigation bar buttons on every page of the site and important images in search result tables, such as “Check Rates.” In addition, the target of certain links was not clearly identified and the site used, for instance, several “click here” links. Furthermore, pop-up windows did not inform users of their ability to close them, and screen reader users were not given the most efficient opportunity to close them. Moreover, search result tables did not utilize column and row headers. A site map, or table of contents, which would simplify navigation for users of assistive technology, was also not provided. Finally, many form fields were not labeled. Accordingly, critical functions of the RAMADA.COM web site, such as finding a hotel, making a reservation, retrieving and canceling a reservation and enrolling in “Trip Rewards,” were difficult to use for a blind or visually impaired individual using screen reader software.

6. It is estimated that there are more than 450,000 blind and visually impaired New York residents.

7. The Americans With Disabilities Act of 1990, 42 U.S.C. §§ 12131-12134 (“ADA”), prohibits any “public accommodation” from denying disabled individuals, on the basis of their disability, the opportunity to participate in or benefit from the goods or services of the “public accommodation.” 42 U.S.C. § 12182(b)(1)(A)(i). Under the ADA, private entities that own, lease (or lease to) or operate a place of public accommodation, such as travel services, other service establishments and sales establishments, may not discriminate against the disabled in the provision of goods, services, facilities, privileges, advantages or accommodations. 42 U.S.C. § 12182(a). New York law provides similar protections to blind and visually impaired persons. *See, e.g.*, Section 296(2)(a) of the Executive Law and Section 40-c of the Civil Rights Law.

8. It is the Attorney General’s position that, by failing to ensure that the

RAMADA.COM web site is accessible to the assistive technology used by the blind and visually impaired, Ramada has discriminated against the blind and visually impaired under the ADA, as well as New York Executive Law and Civil Rights Law.

9. **IT NOW APPEARS** that Ramada is willing to enter into this Assurance of Discontinuance (“Assurance”) without admitting the Attorney General’s allegations, and that the Attorney General is willing to accept the terms of this Assurance pursuant to Executive Law § 63(15) in lieu of commencing suit. Therefore, Ramada and the Attorney General agree as follows:

#### **AGREEMENT**

10. This Assurance shall be binding on and apply to Ramada, and solely to Ramada, whether acting now or hereafter in its own capacity or through any of its officers, directors, servants, agents, employees, assignees, or any other individual, subsidiary, division, or other entity, as well as any successors in interest.

11. This Assurance applies to the entire RAMADA.COM web site solely to the extent it is used throughout the United States, including all directories, subdirectories and web pages, with a limited exception for pages, components and content that are displayed directly by a third-party using the third-party’s software, such that the page is displayed through a server that is owned, operated and programmed by the third-party.

12. This Assurance shall also apply to any domain name owned or operated by Ramada, solely to the extent it is used throughout the United States, through which Ramada offers the same products and services that are currently available at RAMADA.COM, with a limited exception, as with RAMADA.COM, for: pages, components and content that are

displayed directly by a third-party using the third-party's software, such that the page is displayed through a server that is owned, operated and programmed by the third-party. For example, if Ramada moves the products and services currently available through its RAMADA.COM web site to RAMADA.TRAVEL, then this Assurance and each of its terms would apply to the applicable portion of RAMADA.TRAVEL.

13. Within ten (10) days of the execution date of this Assurance, Ramada shall pay to the New York Department of Law by certified check the sum of \$40,000 as and for the costs of the Inquiry.

14. Nothing in this Assurance shall be construed to alter or enhance any existing legal rights of any consumer or to deprive any person or entity of any existing private rights under the law. In addition, by entering into this Assurance, Ramada does not waive any defense to any claim asserted, or which may be asserted, by the Attorney General or any other party.

15. The W3C Guidelines have been authored by the Web Accessibility Initiative ("WAI") of the World Wide Web Consortium ("W3C"), an organization that recommends technical norms for the web's infrastructure. These are guidelines that measure the accessibility of a web site to assistive technology commonly used by the blind and visually impaired. The W3C Guidelines are divided into "Priority 1 Checkpoints," which, according to the WAI, "must" be implemented for accessibility, "Priority 2 Checkpoints," which "should be" implemented for accessibility, and "Priority 3 Checkpoints," which "may be" implemented.

16. If the W3C Guidelines are superseded by a later version, such as the Web Content Accessibility Guidelines 2.0 Working Draft ("version 2.0"), currently under development, then this Assurance will require Ramada to comply only with the terms herein and will not require

Ramada to comply with version 2.0 to the extent that version 2.0 differs from this Assurance. In addition, if any of the Checkpoints contained in version 1.0 and referred to in this Assurance are, in version 2.0 as enacted, abolished or changed to Priority 3, then this Assurance will not require Ramada to comply with those particular Checkpoints, but rather to continue to abide by the remaining Checkpoints referenced in this Assurance.

17. Ramada shall implement the following steps in order to ensure that the RAMADA.COM web site is accessible to the blind and visually impaired (where one of the following subparagraphs refers to a W3C Guidelines Checkpoint, the Checkpoint number, and its Priority, is provided; because this Assurance at times modifies the W3C Guidelines, Ramada is required only to conform to the Checkpoint to the extent stated in this Assurance):

a. Checkpoint 1.1 [Priority 1]: Ramada shall provide a text equivalent for every non-text element, including, for example, images, graphical representations of text (including symbols), image map regions, animations (*e.g.*, animated GIFs), applets and programmatic objects, ascii art, frames, scripts, images used as list bullets, spacers, graphical buttons, sounds (played with or without user interaction), stand-alone audio files, audio tracks of video, and video.

b. Checkpoint 1.2 [Priority 1]: Ramada shall provide redundant text links for each active region of a server-side image map.

c. Checkpoint 1.3 [Priority 1]: Until user agents (*i.e.*, software to access web content, including desktop graphical browsers, text browsers, voice browsers, mobile phones, multimedia players, plug-ins and some software assistive technologies used in conjunction with browsers such as screen readers, screen magnifiers and voice recognition software) can automatically read

aloud the text equivalent of a visual track, Ramada shall provide an auditory description of the important information of the visual track of a multimedia presentation.

d. Checkpoint 1.4 [Priority 1]: For any time-based multimedia presentation (*i.e.*, a movie or animation), Ramada shall synchronize equivalent alternatives (*i.e.*, captions or auditory descriptions of the visual track) with the presentation.

e. Checkpoint 2.1 [Priority 1]: Ramada shall ensure that all information conveyed with color is also available without color, for example from context or markup.

f. Checkpoint 3.1 [Priority 2]: When an appropriate markup language exists, Ramada shall use markup rather than images to convey information.

g. Checkpoint 3.2 [Priority 2]: Ramada shall create documents that validate at least to the HTML 4.01 Transitional, with “US-ASCII” charset and “utf-8” encoding grammar.

h. Checkpoint 3.4 [Priority 2]<sup>1</sup>: Ramada shall utilize throughout the RAMADA.COM web site only linked style sheets and shall remove any and all embedded style sheets. In addition, Ramada shall add to the bottom of its home page a link entitled “Change Font Size.” This link shall currently be placed directly to the right of the “Franchise Info” link and to the direct left of the “Privacy Policy” link, and shall appear in at least the same size font as these other links. Should the “Franchise Info” and “Privacy Policy” links be excised or moved at some point in the future, then the “Change Font Size” link shall remain at the bottom of the home page on the same line with the other links at the bottom of the page and shall be in at least the

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<sup>1</sup> The content of paragraph 17(h) herein is provided as an alternative to requiring Ramada to use relative units (*i.e.*, measurements that can be changed by the user) where absolute units (*i.e.*, measurements that remain constant) are used that prevent resizing text, and should not be construed as preventing Ramada from using relative units.

same font size as these other links. If Ramada should in the future remove or move the links from the bottom of the RAMADA.COM home page, then the “Change Font Size” link shall appear in another clear and conspicuous location on the home page, in a font size that is at least the same size as other proximately located links on the home page. The page to which the “Change Font Size” link directs the Internet user shall contain, in at least 18pt font size: (i) a sample style sheet that allows the user to increase the font size of the RAMADA.COM web site, such as to the “Largest” text size (for Internet Explorer) or at least 200% (for Netscape); and (ii) detailed step-by-step instructions that will enable a user to (a) save the style sheet; and (b) replace the RAMADA.COM linked style sheets with the sample style sheet. Prior to implementation, Ramada shall obtain the Attorney General’s prior written approval of the page to which the “Change Font Size” link directs the Internet user, including the detailed instructions and the sample style sheet referred to above.

i. Checkpoint 3.5 [Priority 2]: Ramada shall use header elements to convey document structure and use them according to specification (further information on “specification” can be found under “1.2.1 Section headings” of the HTML Techniques).

j. Checkpoint 3.6 [Priority 2]: Ramada shall mark up lists and list items properly, as described in HTML Techniques.

k. Checkpoint 3.7 [Priority 2]: Ramada shall mark up quotations and will not use quotation markup for formatting effects such as indentation.

l. Checkpoint 4.1 [Priority 1]: Ramada shall clearly identify changes in the natural language of a document’s text and any text equivalents (*i.e.*, captions).

m. Checkpoint 5.1 [Priority 1]: Ramada shall identify row and column headers of

data tables.

n. Checkpoint 5.2 [Priority 1]: Ramada shall use markup to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.

o. Checkpoint 5.3 [Priority 2]: Ramada shall not use tables for layout unless the table makes sense when linearized or unless an alternative equivalent (which may be a linearized version) is provided.

p. Checkpoint 5.4 [Priority 2]: With respect to a table that is used for layout, Ramada shall not use any structural markup for the purpose of visual formatting. In other words, Ramada shall not use structural elements to achieve a presentation effect. By way of example only, as stated at <http://www.w3.org/TR/WCAG10-HTML-TECHS/#tables-layout>, “the TH (table header) element, is usually displayed visually as centered, and bold. If a cell is not actually a header for a row or column of data, use style sheets or formatting attributes of the element.”

q. Checkpoint 6.1 [Priority 1]: Ramada shall organize documents so that they may be read without style sheets. This Checkpoint does not dictate that dynamic style sheets may not be used, but means that, while the visual presentation of a document need not be the same without style sheets, the content of the document must be the same without style sheets as it is with style sheets.

r. Checkpoint 6.2 [Priority 1]: Ramada shall ensure that equivalents for dynamic content (*i.e.*, web content that changes based upon input to a form or other user action without reloading the page) are updated when the dynamic content changes.

s. Checkpoint 6.3 [Priority 1]: Ramada shall ensure that pages are usable when scripts, applets, or other programmatic objects are turned off or not supported, or, if this is not

possible, Ramada shall provide equivalent information on an alternative accessible page.

t. Checkpoint 6.4 [Priority 2]: With respect to scripts and applets, Ramada shall ensure that event handlers (*i.e.*, scripts that are invoked when a certain event occurs, such as when the mouse moves, a key is pressed, or the document is loaded, for example) are input device-independent, or, in other words, that event handlers take into account different devices and are not coded for only one device (input devices may include pointing devices, keyboards, braille devices, head wands, microphones and others, and input device-independence refers to the ability of user agents to offer redundant input mechanisms for those devices that are supported; for example, if a user agent supports keyboard and mouse input, then users must be able to interact with all features using either the keyboard or the mouse).

u. Checkpoint 6.5 [Priority 2]: Ramada shall ensure that dynamic content is accessible or provide an alternative presentation or page.

v. Checkpoint 7.1 [Priority 1]: Until user agents allow users to control flickering, Ramada shall avoid using flickering or flashing in the 4 to 59 flashes per second (Hertz) range.

w. Checkpoint 7.2 [Priority 2]: Until user agents allow users to control blinking, Ramada shall avoid causing content to blink (*i.e.*, to change presentation at a regular rate, such as turning on and off).

x. Checkpoint 7.4 [Priority 2]: Until user agents provide the ability to stop the refresh, Ramada shall not create periodically auto-refreshing pages.

y. Checkpoint 7.5 [Priority 2]: Until user agents provide the ability to stop auto-redirect, Ramada shall not use markup to redirect pages automatically.

z. Checkpoint 8.1 [Priority 2]: Ramada shall make programmatic elements such as

scripts and applets directly accessible or compatible with assistive technologies.

aa. Checkpoint 9.1 [Priority 1]: Ramada shall provide client-side image maps instead of server-side maps, except where the regions cannot be defined with an available geometric shape.

bb. Checkpoint 9.2 [Priority 2]: Ramada shall ensure that any element that has its own interface can be operated in a device-independent manner, or, in other words, that the element takes into account different devices and is not coded for only one device.

cc. Checkpoint 9.3 [Priority 2]: Ramada shall specify logical event handlers for scripts, rather than device-dependent event handlers.

dd. Checkpoint 10.1 [Priority 2]: Ramada shall provide a “close window” link at the top of the window for all pop-up windows that appear on the RAMADA.COM web site.

ee. Checkpoint 10.2 [Priority 2]: Until user agents support explicit associations between labels and form controls, for all form controls with implicitly associated labels, Ramada shall ensure that the label immediately precedes its control on the same line (allowing more than one control/label per line) or is in the line preceding the control (with only one label and one control per line).

ff. Checkpoint 11.4 [Priority 1]: If, after using its best efforts, Ramada is unable to make a particular web page on the RAMADA.COM web site accessible to assistive technology, Ramada shall, with respect to that page, provide a link to an alternative page that uses W3C technologies; is accessible, has equivalent information (or functionality); and is updated as often as the inaccessible page. If Ramada finds it necessary to exercise this option, then Ramada may proceed with launching the page, but shall provide written notice to the Attorney General within

five (5) business days following the launch of the page, including a memorandum outlining the “best efforts,” as that term is referred to and discussed under Checkpoint 11.4, used by Ramada and the reasons that Ramada was unable, through these efforts, to make its existing web site accessible. The Attorney General hereby expressly reserves its right to independently analyze whether “best efforts” have, in fact, been made and, where it reasonably believes that “best efforts” have not been made, to pursue any remedies, including without limitations, those arising under this Assurance.

gg. Checkpoint 12.1 [Priority 1]: Ramada shall title each frame to facilitate frame identification and navigation.

hh. Checkpoint 12.2 [Priority 2]: Ramada shall describe the purpose of frames and how frames relate to each other if it is not obvious by frame titles alone.

ii. Checkpoint 12.3 [Priority 2]: Ramada shall divide large blocks of information into more manageable groups where natural and appropriate, such as, but not limited to, using nested lists where appropriate and using headings to structure documents.

jj. Checkpoint 12.4 [Priority 2]: Ramada shall associate labels explicitly with their controls.

kk. Checkpoint 13.1 [Priority 2]: Ramada shall use commercially reasonable efforts, given the large size of the RAMADA.COM web site, to ensure that the target of each link is clearly identified.

ll. Checkpoint 13.2 [Priority 2]: To add semantic information to its home page, Ramada shall provide metadata (on a web page, general information embedded in code about the content of the page) on the home page of the RAMADA.COM web site.

mm. Checkpoint 13.3 [Priority 2]: Ramada shall provide a site map indicating the major sections within the RAMADA.COM web site.

nn. Checkpoint 13.4 [Priority 2]: With respect to the Priority 1 and Priority 2 specifications that are part of this Assurance, Ramada shall use navigation mechanisms in a manner consistent with the manners described in section 4 (“Navigation”) of Core Techniques.

18. Ramada shall implement the initiatives set forth in Paragraph 17 no later than March 31, 2005.

19. By no later than May 1, 2005, Ramada shall forward to the Attorney General an affidavit, subscribed by a Ramada officer authorized to bind the corporation, confirming that Ramada has implemented the changes described in paragraph 17.

20. Ramada has retained the services of an independent third party auditor, which has been approved by the Attorney General (the “Auditor”), who shall review the RAMADA.COM web site and produce a report outlining the various ways in which the RAMADA.COM web site does or does not comply with Paragraph 17 of this Assurance (“Audit Report”). In producing an Audit Report, the Auditor shall utilize: (i) the most current version of Freedom Scientific’s JAWS for Windows, unless the most current version has been available to the general public for ninety (90) days or less, in which case the Auditor shall utilize the version immediately previous to the most current version; and (ii) Microsoft’s Internet Explorer, version 6 or later. Ramada shall deliver to the Attorney General an Audit Report no later than May 31, 2005.

21. In addition to the Audit Report set forth in Paragraph 20, Ramada shall deliver to the Attorney General Audit Reports by no later than March 31, 2006 and March 31, 2007, or at such other date agreed to by the Auditor and Ramada that is not substantially different than these

dates. If these Audit Reports are to be delivered to Ramada later than April 30, 2006 and April 30, 2007, then Ramada must so inform the Attorney General in writing, including the reasons for the delay.

22. If the Attorney General in the future believes that Ramada has violated this Assurance, then the Attorney General will notify Ramada of the alleged violation and Ramada will have thirty (30) days from such notice to cure the alleged violation before the Attorney General pursues its remedies under this Assurance.

23. This Assurance and any forbearance herein is conditioned upon Ramada's compliance with the conditions herein, and upon the truthfulness of Ramada's statements herein and during the course of the Inquiry.

24. Conditioned upon Ramada's continued compliance with the terms of this Assurance, this Assurance constitutes a complete settlement by the Attorney General of the claims and allegations set forth in paragraphs 5 and 8.

25. Ramada and the Attorney General agree that this Assurance constitutes the entire agreement between the parties, supersedes any and all prior negotiations, understandings, representations and agreements, and it may not be amended orally, but may be amended only by a written instrument signed by both parties.

26. The acceptance of this Assurance by the Attorney General shall not be deemed approval by the Attorney General of any of Ramada's business practices, and Ramada shall make no representation to the contrary.

**IN WITNESS WHEREOF**, the Attorney General and Ramada, intending to be legally bound hereby, have executed this Assurance on the dates written below.

Dated: New York, New York  
August 12, 2004

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By: \_\_\_\_\_  
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Counsel for Ramada Franchise Systems, Inc.

Exhibit A:

<http://www.w3.org/TR/WCAG10/>

Exhibit B:

<http://www.w3.org/TR/WCAG10-HTML-TECHS/>

Exhibit C:

<http://www.w3.org/TR/WCAG10-CORE-TECHS/>