

**SETTLEMENT AGREEMENT BETWEEN**  
**THE UNITED STATES OF AMERICA AND MARRIOTT INTERNATIONAL, INC.**

**DJ 202-13-348**

**INTRODUCTION**

1. This Settlement Agreement (“Agreement”) under the Americans with Disabilities Act (“ADA”) is entered into among the United States Department of Justice (“United States”), by and through the U.S. Attorney’s Office for the District of Colorado, and Marriott International, Inc. (collectively, “the Parties”).

2. The United States received a number of complaints from guests with disabilities who, upon check in to Marriott System Hotels, did not receive mobility-accessible rooms that they had requested through Marriott’s reservation systems.

**DEFINITIONS**

3. **“1991 Standards”** means the 1991 ADA Standards for Accessible Design at 28 C.F.R. Part 36, App. A (1994).

4. **“2010 Standards”** means the 2010 ADA Standards for Accessible Design at 36 C.F.R. Part 1191, App. B and D and 28 C.F.R. Part 36, subpart D (28 C.F.R. § 36.401-407).

5. **“ADA Assist Team”** is the team within Customer Engagement Centers (defined below) to whom callers seeking to reserve accessible rooms are transferred when a CEC Associate (defined below) is unable to locate an available accessible room for a Guest.

6. **“BSA”** means the Brand Standards Audit that Marriott conducts for all Marriott System Hotels to assess compliance with its brand standards.

7. **“Customer Engagement Centers” or “CECs”** means Marriott’s reservation centers handling customer reservations and inquiries through calls, email and website forms, social media, chat, and messaging. CECs are responsible for responding to callers seeking to make reservations from Marriott’s primary customer-facing telephone number, as well as calls to most hotel locations where the customer chooses the option to make a reservation.

8. **“CEC Associates”** means any individual working for a CEC who handles customer reservations and inquiries.

9. **“Effective Date”** means the date when this Agreement has been executed by all Parties.

10. **“Franchised Hotel”** means any Marriott System Hotel (defined below) that is owned by a third party that is a party to a franchise agreement with Marriott.

11. **“Guaranteed Reservation”** for the purposes of this Agreement means a reservation for a Mobility Accessible Room (defined below) that was available at the time of booking, and has been reserved using the appropriate code in MARSHA (defined below). This term does not include reservations where a Guest has requested a Mobility Accessible Room but the room was not available at the time of booking and, therefore, could not be guaranteed.

12. **“Guest”** means any member of the public who is seeking to stay, is staying, or has already stayed, at a Marriott System Hotel.

13. **“Marriott”** for the purposes of this Agreement refers to Marriott International, Inc., or a wholly-owned subsidiary of Marriott.

14. **“Marriott System Hotel”** means any hotel, located in the United States and its territories, regardless of its ownership or management status, operating under the following Marriott brands: AC Hotels by Marriott, Aloft Hotels, Autograph Collection Hotels, Courtyard, Delta Hotels, Edition, Element Hotels, Fairfield, Four Points, Gaylord Hotels, JW Marriott, Le Méridien, The Luxury Collection, Marriott Hotels, Moxy Hotels, Renaissance Hotels, Residence Inn, The Ritz-Carlton, Sheraton, SpringHill Suites, St. Regis, TownePlace Suites, Tribute Portfolio, W Hotels, and Westin. This term also encompasses any other hotel brands that come under Marriott’s ownership and/or control during the term of this Agreement. This term does not include any properties containing individually owned units (*e.g.*, condo-hotels or Marriott Residences) or timeshare properties.

15. **“Managed Hotel”** means any Marriott System Hotel owned by Marriott, and/or any Marriott System Hotel operated by Marriott under a management agreement with a third-party owner.

16. **“MARSHA”** means Marriott’s centralized electronic reservations system. All systems that are able to make reservations for guest rooms at Marriott System Hotels ultimately connect to MARSHA, whether those reservations are made online, through an OTA (defined below), through a CEC, or directly with hotel staff. If Marriott replaces MARSHA with another centralized reservations system or systems, all references to MARSHA should be construed as references to the reservation system that replaces MARSHA.

17. **“Mobility Accessible Room”** for the purposes of this Agreement means any guest room that has features for individuals with mobility disabilities as set forth in Section 806.2 of the 2010 Standards or Section 9.2 of the 1991 Standards, including Roll-in Shower Rooms.

18. **“OTA”** means a third-party web-based reservations service not owned or operated by Marriott.

19. **“Roll-in Shower Room”** means a Mobility Accessible Room with a standard or alternate roll-in shower that substantially complies with Section 608 of the 2010 Standards.

20. **“Room Type”** for purposes of this Agreement means a category of guest room in a hotel with distinguishing features and/or amenities (*e.g.*, Standard King, Standard Two Queen, Suite).

## TITLE III COVERAGE

21. The United States Department of Justice is authorized under 42 U.S.C. § 12188(b)(1)(A) to investigate the allegations of the complaints in this matter to determine compliance with Title III of the ADA, as amended, 42 U.S.C. §§ 12181-12189, and its implementing regulations, 28 C.F.R. Part 36. The United States is authorized to use alternative means of dispute resolution, where appropriate, including settlement negotiations to resolve disputes, and to bring a civil action in federal court in any case where the Attorney General has reason to believe that a pattern or practice of discrimination exists or that raises an issue of general public importance. 42 U.S.C. §§ 12188(b), 12212; 28 C.F.R. §§ 36.502, 36.503, and 36.506.

22. Under Title III, it is unlawful to deny individuals with disabilities the ability to “participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations” of a place of public accommodation, or to provide such goods and services on an unequal basis because of an individual’s disability. 42 U.S.C. §§ 12182(b)(1)(A)(i) and (ii).

23. In particular, an “inn, hotel, motel, or other place of lodging” must, “with respect to reservations made by any means, including by telephone, in-person, or through a third party”:

- a. Modify its policies, practices, or procedures to ensure that individuals with disabilities can make reservations for accessible guest rooms during the same hours and in the same manner as individuals who do not need accessible rooms;
- b. Identify and describe accessible features in the hotels and guest rooms offered through its reservations service in enough detail to reasonably permit individuals with disabilities to assess independently whether a given hotel or guest room meets his or her accessibility needs;
- c. Ensure that accessible guest rooms are held for use by individuals with disabilities until all other guest rooms of that type have been rented and the accessible room requested is the only remaining room of that type;
- d. Reserve, upon request, accessible guest rooms or specific types of guest rooms and ensure that the guest rooms requested are blocked and removed from all reservations systems; and
- e. Guarantee that the specific accessible guest room reserved through its reservations service is held for the reserving customer, regardless of whether a specific room is held in response to reservations made by others.

42 U.S.C. § 12181(7)(A); 28 C.F.R. § 36.302(e).

24. Facilities that are designed and constructed for first occupancy after January 26, 1993, must be readily accessible to and usable by individuals with disabilities. 42 U.S.C. § 12183(a)(1); 28 C.F.R. § 36.401(a)(1).

### **DETERMINATIONS**

25. Marriott is a corporation headquartered in Bethesda, Maryland. Within the United States and its territories, Marriott operates over 600 Managed Hotels, and is a party to franchise agreements with the owners of approximately 5,000 Franchised Hotels. These properties are places of public accommodation under Title III of the ADA. With respect to Managed Hotels, Marriott is a public accommodation within the meaning of Title III of the ADA. 42 U.S.C. § 12181(7)(A); 28 C.F.R. § 36,104(1).

26. As a result of its investigation, the United States has determined the following:

- a. Prior to October 2022, Guests could not make Guaranteed Reservations for Mobility Accessible Rooms at Marriott System Hotels using OTAs;
- b. Many Marriott System Hotels do not have any Mobility Accessible Rooms entered into MARSHA, and thus it is not possible to make a Guaranteed Reservation for these guest rooms by any means other than communicating directly with hotel staff;
- c. Many Marriott System Hotels do not have available in MARSHA the minimum number of Mobility-Accessible Rooms and Roll-in Shower Rooms required by the ADA Standards for Accessible Design; and
- d. Information about Mobility-Accessible Rooms at Marriott System Hotels is not readily available on Marriott System Hotel website pages, making it more difficult to independently assess whether that hotel can meet Guests' accessibility needs.

27. Marriott denies each and every statement contained in Paragraph 26 above. Marriott states that it has complied with the requirements of Title III of the ADA, and has had in place detailed ADA policies and training for its employees. It denies that it has violated the ADA and specifically denies that it is responsible for compliance with 42 U.S.C. § 12182 with respect to any Franchised Hotels, which are independently owned and operated.

28. In consideration of the terms of this Agreement, the United States agrees to close its investigation and refrain from filing suit relating to the complaint against the Fairfield Inn & Suites in Grand Junction, Colorado, referenced in the United States' September 4, 2020, letter. For the term of this Agreement, the United States agrees to refrain from filing suit or requesting further relief under Title III of the ADA regarding the following issues: (1) any policies or practices of the CEC relating to reservation requests for Mobility Accessible Rooms; (2) CEC associate training or complaint handling procedures/categorization relating to reservations for Mobility Accessible Rooms; (3) MARSHA as it relates to Mobility Accessible Rooms; (4) Marriott's OTA policies and practices relating to the availability of Mobility Accessible Rooms;

(5) Marriott's Bonvoy Points policies and practices that relate to Mobility Accessible Rooms; and (6) how the inventory of Mobility Accessible Rooms are listed on Marriott's website. However, the United States reserves the right to file a civil lawsuit to enforce this Agreement pursuant to the terms of Paragraph 46, below.

### **ACTIONS TO BE TAKEN BY MARRIOTT**

29. Marriott and its employees, contractors, and agents will not discriminate against any individual on the basis of disability, in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations with regard to its reservations system, CECs, and Managed Hotels, consistent with Title III of the ADA, 42 U.S.C. § 12182, and its implementing regulation, 28 C.F.R. Part 36.

#### **30. Mobility Accessible Room Availability on OTAs.**

- a. Within 60 days of the Effective Date, Marriott will adopt a policy requiring Marriott System Hotels to make Mobility Accessible Rooms (including at least one type of Roll-in Shower Room) available for reservation to Expedia Group and Booking.com (collectively, the "Major OTAs") (the "OTA Policy"). Marriott will ensure that its system allows hotels to provide up to five Mobility Accessible Room Types to the Major OTAs.<sup>1</sup> Within 60 days of the Effective Date, Marriott will send a letter to the Major OTAs informing them that, pursuant to this Agreement, it is requesting the Major OTAs to make Mobility Accessible Rooms available for reservation on the same terms (i.e., if non-Mobility Accessible Rooms are available for reservation, that Mobility Accessible Rooms at that same hotel also be made available for reservation) as other Marriott System Hotel rooms;
- b. Within 180 days of the Effective Date, Marriott will ensure that all Managed Hotels comply with OTA Policy;
- c. Within 180 days of the Effective Date, Marriott will include compliance with the OTA Policy by Franchised Hotels in the BSA; and
- d. Within one year of the Effective Date, and every 180 days thereafter, Marriott will report the following to the United States:
  - i. the MARSHA code and name of Marriott System Hotels that completed the BSA and did not confirm compliance with the OTA Policy.

---

<sup>1</sup> For Mobility Accessible Rooms made available to Booking.com, if a Marriott System Hotel has fewer than three Mobility Accessible Rooms of a particular Room Type, those rooms will not be provided to Booking.com because of system limitations.

- ii. Its efforts to ensure that the Major OTAs have made Mobility Accessible Rooms available for reservation on the same terms as other rooms; and
- iii. Efforts to make additional Mobility Accessible Rooms available for reservation on Booking.com. See footnote 1.

31. **Customer Engagement Centers.**

- a. Complaint Tracking. Within 120 days of the Effective Date, Marriott will create new complaint categories for (1) Guests complaining that they did not receive the Mobility Accessible Room for which they had a Guaranteed Reservation, and (2) Guests complaining about the process for making reservations for Mobility Accessible Rooms, regardless of whether the reservations were made online or via a CEC Associate (“New Complaint Categories”). CEC associates will begin using these New Complaint Categories 120 days after the DOJ Training Approval Date (defined below).
- b. Enhanced ADA Training.
  - i. Within 150 days of the Effective Date, Marriott will provide to the United States for its review and approval the following additional content (“Additional Content”) to supplement Marriott’s existing ADA Training Program, and Marriott will finalize the Additional Content within 60 days after receiving feedback from the United States (the “DOJ Training Approval Date”):
    - (1) If a Guest makes a request for a Mobility Accessible Room that is unavailable for the Guest’s requested dates and Room Type, unless the Guest states otherwise, the CEC Associate must look for a Mobility Accessible Room in a different Room Type in the same Marriott System Hotel;
    - (2) If no such room is available, or the available room does not meet the Guest’s needs, the CEC Associate must transfer the call to the ADA Assist Team. The ADA Assist Team will confirm the CEC Associate’s search and as a next step, look for a Mobility Accessible Room meeting the Guest’s needs at a nearby Marriott System Hotel;
    - (3) When looking for a Mobility Accessible Room, the CEC Associate and/or the ADA Assist Team will consider the following:
      - a) Not all Mobility Accessible Rooms are the same. Most Marriott System Hotels have Mobility Accessible Rooms with several different bathing fixture options such as Roll-in Shower, Tub, or Transfer Shower;

- b) When taking reservations for Guests requesting a Mobility Accessible Room, the CEC Associate and/or the ADA Assist team will confirm the bathing fixture needed by the Guest and look for a room with that bathing-fixture type;

(4) The steps for making a Guaranteed Reservation for Mobility Accessible Rooms;

(5) An explanation of the New Complaint Categories as defined in Paragraph 31(a), including an explanation for when to select them;

- ii. Within 120 days of the DOJ Training Approval Date, Marriott will ensure that all current CEC Associates have received training on the Additional Content set forth above;
  - iii. CEC Associates hired 120 days after the DOJ Training Approval Date will receive the ADA Training Program and Additional Content within 30 days of hire;
  - iv. CEC Associates will receive ADA refresher training (consisting of the ADA Training Program and Additional Content) at least once a year after the initial training;
- c. Marriott will report to the United States the number of complaints falling into the New Complaint Categories (excluding any that are miscategorized) 240 days after the DOJ Training Approval Date, and thereafter as part of the reporting under Paragraph 36;
  - d. When a Guest has made a request for a Mobility Accessible Room through a CEC Associate but has not been able to secure a Guaranteed Reservation for a Mobility Accessible Room, Marriott will send the guest an e-mail stating, in a clear and conspicuous manner, that the Guest's request for a Mobility Accessible Room could not be honored and is not guaranteed. Marriott will send a draft template of this e-mail for the United States' review and approval within 60 days of the Effective Date.

**32. Marriott Reservations System.**

- a. Within 60 days of the Effective Date, Marriott will communicate to all Marriott System Hotels that they must inventory and accurately list Mobility Accessible Rooms on MARSHA;
- b. Within 180 days of the Effective Date, Marriott will ensure all Managed Hotels have accurately listed Mobility Accessible Rooms on MARSHA;

- c. Within 180 days of the Effective Date, Marriott System Hotels will be required to certify to Marriott that all Mobility Accessible Rooms have been accurately listed on MARSHA;
- d. To improve the availability of information about Mobility Accessible Rooms, within 270 days of the Effective Date, Marriott will modify its website to identify all Mobility Accessible Rooms, including Roll-in Shower Rooms, by Room Type, at a Marriott System Hotel in a single location on each hotel's property page; and
- e. Within one year of the Effective Date, Marriott will provide a report to the United States showing the inventory of total rooms, Mobility-Accessible Rooms, and Roll-in Shower Rooms on MARSHA for each Marriott System Hotel.

**33. Marriott Bonvoy Points Redemption.**

- a. Within 60 days of the Effective Date, Marriott will adopt a policy requiring Marriott System Hotels to have at least one Roll-in Shower Room available for points redemption if they are offering rooms without roll-in showers for points redemption (the "Accessible Room Points Policy");
- b. Within 180 days of the Effective Date, Marriott will ensure all Managed Hotels comply with the Accessible Room Points Policy;
- c. Within 180 days of the Effective Date, Marriott will include compliance with the Accessible Room Points Policy on the BSA for Marriott System Hotels; and
- d. Within one year of the Effective Date, Marriott will provide a report to the United States showing all Marriott System Hotels and the Roll-in Shower Rooms at those hotels that are available for points redemption.

34. Within one year of the Effective Date, Marriott will include in the BSA a requirement that Marriott System Hotels provide a certification of compliance with the number of Mobility Accessible Rooms and Mobility Accessible Rooms with Roll-in Showers that the hotel is required to have under Section 224 of the 2010 Standards.

**CIVIL PENALTY**

35. Within 14 days of the Effective Date, Marriott shall pay a civil penalty of \$50,000 to the United States. 42 U.S.C. § 12188(b)(2)(C)(i).



## IMPLEMENTATION AND ENFORCEMENT

36. **Monitoring.** In addition to specific reporting requirements as set forth in the paragraphs above, Marriott will submit to the United States annual reports on its compliance with this Agreement. For each 12 month reporting period, Marriott will submit a report within 30 days after the close of the reporting period except the last reporting period will end one month before the expiration of this Agreement, and the report will be submitted prior to the expiration of this Agreement. Marriott agrees to cooperate with the United States' reasonable requests for additional documentation regarding compliance with this Agreement or other complaints under the ADA.

37. **Lack of Waiver.** Failure by the United States to enforce any particular provision of this Agreement is not a waiver of the United States' right to enforce the provisions of this Agreement.

38. **Other Violations.** This Agreement shall have no impact upon the rights or claims of individuals who have made, or may make, claims against Marriott for potential violations of the ADA. This Agreement is not intended to remedy any potential violations of the ADA or any other law, other than those allegations specifically addressed in Paragraph 28 of this Agreement. This Agreement does not affect Marriott's continuing responsibility to comply with all aspects of the ADA. Notwithstanding the release given in Paragraph 28, or any other term in this Agreement, the Department specifically reserves and does not release claims under the ADA relating to any Marriott System Hotel's compliance with the ADA Standards for Accessible Design. This Agreement shall not bar any investigations, findings, or lawsuits by the Department relating to compliance with the ADA Standards for Accessible Design.

39. **Term of Agreement.** This Agreement shall be in effect for 3 years from the Effective Date.

40. **Voluntary Agreement.** Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

41. **Complete Agreement.** This Agreement constitutes the entire agreement between the United States and Marriott, and no prior or contemporaneous statement, promise, or agreement, either written or oral, made by any Party or agents of any Party, that is not contained in this Agreement, including any attachments, are enforceable.

42. **Modification.** This Agreement can only be modified by mutual written agreement of the Parties.

43. **Successors.** This Agreement is final and binding on Marriott and its principals, agents, executors, administrators, representatives, successors in interest, beneficiaries, assigns, and legal representatives thereof. Marriott has a duty to so inform any such successor in interest of this Agreement.

44. **Signatories Bind Parties.** The persons signing on behalf of each Party represent that they are authorized to bind their respective Parties to this Agreement.

45. **Severability.** If any term of this Agreement is determined by any court of competent jurisdiction to be unenforceable, the other terms shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the Parties, they shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the Parties' rights and obligations as closely as possible to those initially agreed upon.

46. **Enforcement.** In the event that the United States determines Marriott is in breach of this Agreement, the United States will notify Marriott in writing, and the Parties agree to negotiate in good faith to resolve the breach for at least 30 days after Marriott is notified. If the issue(s) are not resolved, the United States may seek judicial enforcement of this Agreement in U.S. District Court for the District of Colorado.

For Marriott International, Inc.:

By: Erika Alexander  
Erika Alexander  
Chief Global Officer, Global Operations  
Marriott International, Inc.

Date: June 3, 2024

Counsel for Marriott International, Inc.:

By: Minh Vu  
Minh Vu  
Partner  
Seyfarth Shaw LLP  
975 F Street, N.W.  
Washington, D.C. 20004

Date: 6/3/2024

For the United States:

MATTHEW T. KIRSCH  
Acting United States Attorney

By: Zeyen J. Wu  
Zeyen J. Wu  
Assistant United States Attorney  
1801 California Street, Suite 1600  
Denver, CO 80202  
Telephone: (303) 454-0100  
Fax: (303) 454-0411  
zeyen.wu@usdoj.gov

Date: \_\_\_\_\_