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David W. Slayton,
Executive Officer/Clerk of Court,
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7 *Attorneys for Plaintiffs Nina Baek*
8 *and Megan Ramsey*

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13 NINA BAEK and MEGAN RAMSEY, individually
14 and on behalf of all similarly situated current and
former guests,

15 Plaintiffs,

16 v.

17 MARRIOTT INTERNATIONAL, INC.;
18 COURTYARD MANAGEMENT, LLC.;
19 MARRIOTT HOTEL SERVICES, LLC, and
DOES 1 through 10, inclusive,

20 Defendants.

Case No. **23STCV14318**

CLASS ACTION

**CLASS ACTION COMPLAINT FOR
DAMAGES, RESTITUTION, AND
INJUNCTIVE RELIEF**

1. Violations of the California Unfair Competition Law (Bus. & Prof. Code § 17200 *et seq.*);
2. Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750 *et seq.*)
3. Unjust Enrichment

21 DEMAND FOR JURY TRIAL

INTRODUCTION

1
2 1. In June 2022, the City of Los Angeles enacted a Hotel Worker Protection Ordinance
3 (“Ordinance”), which took effect on August 12, 2022. Under the Ordinance, hotels in Los Angeles are
4 required to take a number of steps to protect workers from exploitation, sexual harassment, and sexual
5 assault. To counter sexual harassment and assault, the Ordinance requires hotels to provide workers with
6 personal security devices (also known as panic buttons) as well as paid time off to report violent or
7 threatening conduct. To prevent worker exploitation, the Ordinance sets limits on the amount of square
8 footage hotels can require Room Attendants to clean each day; grants hotel employees the right to decline
9 workdays over ten hours long; and requires that occupied guest rooms be cleaned and sanitized once per
10 day, unless the guest affirmatively declines the service.

11 2. After the Ordinance went into effect, Defendants Marriott International, Inc.; Courtyard
12 Marriott Management, LLC; and Marriott Hotel Services, LLC (collectively, “Marriott”) began to impose
13 a new mandatory nightly fee on hotel guests at select Los Angeles-area hotels. Marriott calls the fee a
14 “Hotel Worker Protection Ordinance Costs Surcharge” (“HWPO Fee”) and refers to it as a “local fee.”
15 The fee is mandatory and non-waivable for guests staying at the hotels. It ranges from approximately \$10-
16 14 per room per night, depending on the hotel.

17 3. Despite its representation to guests that the HWPO Fee goes toward the cost of compliance
18 with the Ordinance, the sum brought in by the Fee far exceeds the costs of compliance. The Los Angeles
19 Airport Marriott, for example, is a 1,004-room hotel that typically averages around an occupancy rate
20 above 80%. Even at just 80% occupancy (803 occupied rooms per night), however, the hotel makes over
21 \$10,000 per night from guests by charging the HWPO Fee—working out to over \$3,600,000 annually at
22 that single hotel. The HWPO Fee is nothing more than a “junk fee” under the guise of “worker protection,”
23 directly benefiting Marriott at the expense of their guests. The fee also gives Marriott an unfair advantage
24 over its competitors by enabling it to market rooms at a lower rate, then offset the discount via the hidden
25 HWPO fee, which is added to the total during booking. This allows Marriott to advertise a lower room
26 rate than it actually charges its guests.

27 4. Nina Baek and Megan Ramsey (“Named Plaintiffs”) were guests of Marriott in June 2023,
28 paid the HWPO Fee, and now bring this action against Marriott and other as of yet unnamed Defendants,

1 alleging unfair business practices, violations of the California Business and Professions Code, and
2 violations of the California Civil Code. Named Plaintiffs bring this action individually and as a proposed
3 class action on behalf of similarly situated guests at Marriott hotels in Los Angeles who were charged the
4 HWPO Fee.

5 5. Named Plaintiffs seek class-wide relief under California law for Marriott’s violations of
6 California law.

7 6. California’s Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*) prohibits
8 businesses in California from engaging in (1) unlawful business practices; (2) unfair business practices;
9 (3) fraudulent business practices; (4) unfair, deceptive, untrue, or misleading advertising; and (5) other
10 prohibited acts. Marriott’s statements that the HWPO Fee is a “local fee” that goes towards the cost of
11 compliance with the Ordinance are unfair, deceptive, untrue, and misleading, and result in Marriott gaining
12 an unfair advantage over its competitors in the hospitality industry.

13 7. California’s Consumers Legal Remedies Act (Cal. Civ. Code §§ 1750 *et seq.*) similarly
14 prohibits businesses from (1) using deceptive representations with regard to services; (2) representing that
15 services have uses or benefits that they do not have; and making other illegal statements. Cal. Civ. Code
16 § 1770. Marriott’s statements to guests regarding the HWPO Fee are deceptive and confuse guests into
17 believing that the fee goes towards the cost of compliance with the Ordinance and that it is imposed by
18 the City of Los Angeles, when, in fact, it is not.

19 **THE PARTIES**

20 8. Named Plaintiff Nina Baek is, and at all relevant times was, a competent adult residing in
21 Long Beach, California.

22 9. Named Plaintiff Megan Ramsey is, and at all relevant times was, a competent adult residing
23 in Los Angeles, California.

24 10. Named Plaintiffs bring this action individually and on behalf of the following two classes
25 of individuals (the “putative class members”) (collectively, “Plaintiffs”):

26 All current and former guests of Marriott hotels in the City of Los Angeles, California, who
27 were charged a “Hotel Worker Protection Fee” or surcharge between August 12, 2022, and
28 the present.

1 11. Defendant Marriott International, Inc. is headquartered in Bethesda, Maryland, has its
2 principal place of business in Bethesda, Maryland, and does business in California. It operates hotels
3 within the State of California and the City of Los Angeles.

4 12. Defendant Courtyard Management, LLC, is headquartered in Bethesda, Maryland, has its
5 principal place of business in Bethesda, Maryland, and does business in California. It operates hotels
6 within the State of California and the City of Los Angeles.

7 13. Defendant Marriott Hotel Services, LLC, is headquartered in Bethesda, Maryland, has its
8 principal place of business in Bethesda, Maryland, and does business in California. It operates hotels
9 within the State of California and the City of Los Angeles.

10 14. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein as Does
11 1 through 10, inclusive, and therefore sue these Defendants by such fictitious names. Plaintiffs will amend
12 this Complaint to allege Doe Defendants' true names and capacities when ascertained.

13 15. Plaintiffs are informed and believe and thereupon allege that, at all relevant times,
14 Defendants and each of them, directly or indirectly, or through an agent or any other person, operated
15 hotels in the City of Los Angeles, and that Defendants and each of them were joint venturers and/or alter
16 egos of each other.

17 **JURISDICTION AND VENUE**

18 16. Venue is proper based on the location of hotels in Los Angeles County, as well as the
19 location of the commission of the acts alleged herein in Los Angeles County. The relief requested is within
20 the jurisdiction of this Court.

21 **FACTUAL ALLEGATIONS**

22 17. Defendants own, manage, and/or operate hotels in the City of Los Angeles, including two
23 hotels near LAX: the Los Angeles Airport Marriott, located at 5855 W. Century Blvd., Los Angeles, CA,
24 90045; and the Residence Inn by Marriott, located at 5933 W. Century Blvd., Los Angeles, CA, 90045.

25 18. Marriott charges guests at each of these hotels a nightly "Hotel Worker Protection Fee"
26 ranging from approximately \$10-14. The current nightly fee at each of these hotels is:

27 Los Angeles Airport Marriott: \$13.87 per night

28 Residence Inn by Marriott (LAX/Century Blvd.): \$11.92 per night

1 19. In addition to these hotels, Marriott operates a number of other hotels in the City of Los
2 Angeles that also charge a HWPO Fee, including the Courtyard by Marriott, located at 6161 W. Century
3 Blvd., Los Angeles, CA, 90045; the Four Points by Sheraton Los Angeles International Airport, located
4 at 9750 Airport Blvd, Los Angeles, CA 90045; the Beverly Hills Marriott, located at 1150 S. Beverly Dr.,
5 Los Angeles, CA, 90035.

6 20. Guests booking rooms at hotels charging a HWPO Fee via Marriott’s web site are informed
7 via a banner on the booking site that: “Please note - A daily Hotel Worker Protection Ordinance Costs
8 Surcharge-local fee...will be added to the room rate.” At some hotels, the wording of the banner is
9 different, but in each case, the banner informs guests that the fee is a “local fee” that goes towards the
10 “costs” of complying with the Ordinance.

11 21. Despite Marriott’s representation that the HWPO Fee goes toward the cost of complying
12 with the Ordinance, Marriott charges guests more in HWPO Fees than it costs Marriott to comply with
13 the Ordinance.

14 22. Despite Marriott’s representation that the HWPO Fee is a “local fee,” the fee is neither
15 mandated by the City of Los Angeles nor any state or local municipality or government. It is a fee that
16 Marriott chooses to charge guests at its sole discretion.

17 23. By choosing to charge a fee instead of increasing the room rate, Marriott is able to advertise
18 a lower room rate both on its website and on third-party booking services, thereby gaining an unfair
19 advantage over its competitors. Consumers who view Marriott’s room rates on Marriott’s web site or on
20 third-party booking services are not informed about the HWPO Fee until they actually attempt to book a
21 room.

22 24. Plaintiff Nina Baek stayed at the Residence Inn by Marriott hotel on June 11, 2023. She
23 was charged a HWPO Fee of \$11.92 during her stay.

24 25. Plaintiff Megan Ramsey stayed at the Los Angeles Airport Marriott on June 7, 2023. She
25 was charged a HWPO Fee of \$13.87 during her stay.

26 26. During their stay, both Plaintiffs inquired at the hotel’s front desk about the HWPO Fee.
27 Plaintiffs were informed that the fees went toward the cost of compliance with the Ordinance.
28

CLASS ALLEGATIONS

1
2 27. Plaintiffs bring this action on behalf of themselves and the following ascertainable classes
3 of similarly situated persons: All current and former guests of Marriott hotels in the City of Los Angeles,
4 California, who were charged a “Hotel Worker Protection Fee” or surcharge between August 12, 2022,
5 and the present.

6 28. Plaintiffs reserve the right to modify the description of the classes and to later designate
7 subclasses based on the results of discovery or otherwise.

8 29. **Numerosity**: The proposed class is estimated to include thousands of members. These
9 proposed classes are so numerous that joinder of all such persons is impracticable and the disposition of
10 their claims as a class will benefit the parties and the Court.

11 30. **Ascertainability**: The identities of the members of the class are readily ascertainable by
12 review of Marriott’s guest records to determine which guests were charged a HWPO Fee.

13 31. **Commonality/Predominance**: There are predominant common questions of law and fact
14 and a coherent community of interest amongst Plaintiff and the claims of the class, including but not
15 limited to:

- 16 a. Whether Marriott falsely represented to its guests that the HWPO Fee went toward the
17 cost of compliance with the Ordinance or protecting workers;
- 18 b. Whether Marriott falsely represented to its guests that the HWPO Fee was mandated
19 by the City of Los Angeles or another state or local entity;
- 20 c. Whether Marriott obtained an unfair business advantage over its competitors by
21 charging the HWPO Fee; and
- 22 d. Whether Marriott violated the Consumer Legal Remedies Act, Cal. Civil Code §
23 17500;
- 24 e. Whether Marriott violated the Unfair Competition Law, Cal. Bus. & Professions Code
25 § 17200.

26 32. **Typicality**: The claims alleged by Named Plaintiffs herein encompass the challenged
27 practices and common courses of conduct of Defendants and are typical of those claims which could be
28 alleged by any member of the proposed classes. Named Plaintiffs’ claims arise out of the alleged courses

1 of conduct by Defendants and are based on the same legal theories as the claims of the putative class
2 members. The legal issues as to which California laws are violated by such conduct apply equally to
3 Named Plaintiffs and the putative class members. Further, the relief sought by Named Plaintiffs is typical
4 of the relief which would be sought by each member of the proposed class if they were to file separate
5 actions.

6 33. **Adequacy of Representation:** Named Plaintiffs are proper representatives of the proposed
7 class because they will fairly and adequately represent and protect the interests of all putative class
8 members and because there are no known conflicts of interest between Named Plaintiffs and any putative
9 class members. Other current and former guests of Defendants are available to serve as class
10 representatives if the Named Plaintiffs are found to be inadequate.

11 34. Named Plaintiffs have retained attorneys who are competent and experienced in class
12 action litigation and they intend to prosecute this action vigorously. Therefore, the interests of putative
13 class members will be fairly and adequately protected by Plaintiffs and their counsel.

14 35. **Superiority:** A class action is superior to other available means for the fair and efficient
15 adjudication of this controversy, since the individual joinder of all members of the two proposed classes
16 is impracticable. A class action will permit a large number of similarly situated persons to prosecute their
17 common claims in a single forum simultaneously, efficiently and without the unnecessary duplication of
18 effort and expense that numerous individual actions would engender. Furthermore, as the damage suffered
19 by each individual of each class may be small, on a relative basis, the expenses and burden of individual
20 litigation would make it difficult or impossible for individual members of the class to redress the wrongs
21 done to them. Moreover, an important public benefit will be realized by addressing the matter as a class
22 action. The cost to the court system of adjudication of such individual litigation would be substantial.
23 Individual litigation would also present the potential for inconsistent or contradictory judgments.
24 Adjudication of individual class members' claims with respect to Marriott would, as a practical matter, be
25 dispositive of the interest of other members or substantially impair or impede the ability of other individual
26 members of the proposed classes to protect their interests.

FIRST CAUSE OF ACTION

UNFAIR BUSINESS PRACTICE AND UNFAIR COMPETITION

(Bus. & Prof. Code § 17200 *et seq.*)

(By Named Plaintiffs and All Putative Class Members Against All Defendants)

36. Named Plaintiffs reallege and incorporate by reference all prior paragraphs as if fully set forth herein.

37. This claim is brought by the Named Plaintiffs on behalf of themselves, the putative Class, and the general public, pursuant to Business and Professions Code § 17200 *et seq.*

38. The California Unfair Competition Law (“UCL”), Business and Professions Code § 17200 *et seq.*, defines unfair competition to include any unlawful, unfair, or fraudulent business act or practice.

39. Plaintiffs are “persons” within the meaning of Business and Professions Code § 17204, with standing to bring this suit for injunctive relief, restitution, disgorgement, and other appropriate equitable relief on behalf of all similarly-situated guests and on behalf of the general public.

40. Pursuant to California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*, a challenged activity is “unfair” when “any injury it causes outweighs any benefits provided to consumers and the injury is one that the consumers themselves could not reasonably avoid,” or “the utility of the defendant’s conduct is outweighed by the gravity of the harm to the alleged victim.”

41. Defendants’ statements about the HWPO Fee are false and deceptive in that they mislead guests into believing that the fee goes toward the cost of complying with the Hotel Worker Protection Ordinance.

42. Defendants’ statements about the HWPO Fee are false and deceptive in that they confuse guests into believing that the fee is mandated by the City of Los Angeles or another state or local government.

43. Defendants’ conduct of charging the HWPO Fee in a deceptive and misleading manner has no utility and financially harms hotel guests. Thus, the utility of Defendants’ conduct is vastly outweighed by the gravity of harm.

44. Defendants knew or should have known of their unfair conduct.

45. Named Plaintiffs are informed and believe, and thereupon allege, that by engaging in the

1 unfair and unlawful business practices alleged herein, Defendants were able to advertise lower hotel prices
2 before adding the HWPO Fee and thereby obtain a competitive advantage over law-abiding businesses
3 with whom they compete, in violation of the UCL.

4 46. As alleged in the preceding paragraphs, the misrepresentations by Defendants detailed
5 above constitute an unfair business practice within the meaning of California Business and Professions
6 Code § 17200.

7 47. There were reasonable alternatives to further any legitimate interest in mitigating the costs
8 associated with complying with the Ordinance. For example, Defendants could charge an increased room
9 rate instead of advertising a low rate then adding a fee.

10 48. All of the conduct alleged herein occurs and continues to occur in Defendants' business.
11 Defendants' wrongful conduct is part of a pattern or generalized course of conduct repeated on thousands
12 of occasions daily.

13 49. Defendant's violations of these laws serve as unlawful predicate acts that resulted in
14 economic harm and injury in fact to Named Plaintiffs and putative class members for purposes of the UCL
15 and the remedies provided therein. As a direct and proximate result of their unfair business practices,
16 Defendants received and continues to hold ill-gotten gains belonging to Named Plaintiffs and the putative
17 class members and Defendants have profited in that amount from their unlawful practices.

18 50. Business and Professions Code § 17203 provides that a court may restore to any person in
19 interest any money or property which may have been acquired by means of such unfair competition and
20 order disgorgement of all profits gained by operation of the unfair business practices. Named Plaintiffs
21 and the putative class members are entitled to restitution pursuant to Business and Professions Code §§
22 17203 and 17208 for all monies unlawfully charged to them since the August 12, 2022, and up to the
23 present.

24 51. Named Plaintiffs' success in this action will enforce important rights affecting the public
25 interest and, in that regard, they sue individually and on behalf of other similarly situated hotel guests.
26 Named Plaintiffs, therefore, seeks restitution of all HWPO Fees, plus interest, disgorgement of all profits
27 that Defendants have enjoyed as a result of their unfair and unlawful business practices, and any other
28 relief to which they and putative class members are entitled under the UCL.

1 52. Defendants' statements about the HWPO Fee, as alleged in the preceding paragraphs, is
2 false, deceptive, misleading, and unreasonable, and constitutes unlawful conduct. Defendants have
3 violated the "unlawful prong" of the UCL by violating the CLRA (Cal. Civ. Code §1770 *et seq.*).

4 53. Pursuant to Bus. & Prof. Code §§ 17203 and 17535, Named Plaintiffs and the Class are
5 therefore entitled to an order requiring Defendants to cease the acts of unfair competition alleged herein,
6 full restitution of all monies paid to Defendants as a result of their deceptive practices, interest at the
7 highest rate allowable by law and the payment of Plaintiffs' attorneys' fees and costs pursuant to, *inter*
8 *alia*, California Civil Code Procedure §1021.5.

9 WHEREFORE, Plaintiff prays for judgment as set forth herein below.

10 **SECOND CAUSE OF ACTION**

11 VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT

12 (Cal. Civ. Code § 1750 *et seq.*)

13 (By Named Plaintiffs and All Putative Class Members Against All Defendants)

14 54. Named Plaintiffs reallege and incorporate by reference all prior paragraphs as if fully set
15 forth herein.

16 55. This cause of action is brought pursuant to the Consumer Legal Remedies Act, California
17 Civil Code §§ 1750, *et seq.* ("CLRA"). The CLRA prohibits any unfair, deceptive, and/or unlawful
18 practices, as well as unconscionable commercial practices in connection with the sales of any goods or
19 services to consumers. *See* Cal. Civ. Code §1770.

20 56. The CLRA "shall be liberally construed and applied to promote its underlying purposes,
21 which are to protect consumers against unfair and deceptive business practices and to provide efficient
22 economical procedures to secure such protection." Cal. Civ. Code § 1760.

23 57. Defendants are each a "person" under the CLRA. Cal. Civ. Code §1761 (c).

24 58. Plaintiffs and the putative Class Members are "consumers" under the CLRA. Cal. Civ.
25 Code §1761 (d).

26 59. Hotel accommodations constitute a "service" under the CLRA. Cal. Civ. Code §1761(b).

27

28

1 60. Named Plaintiffs and the putative Class Members’ booking of hotel accommodations at
2 Defendants’ hotels within the Class Period constitute “transactions” under the CLRA. Cal. Civ. Code
3 §1761 (e).

4 61. Defendants’ actions and conduct described herein reflect transactions that have resulted in
5 the sale of services to consumers.

6 62. Defendants’ statements that the HWPO Fee goes towards the cost of compliance with the
7 Hotel Worker Protection constitutes an unfair, deceptive, unlawful, and unconscionable commercial
8 practice.

9 63. Defendants’ actions have violated at least seven provisions of the CLRA, including §§
10 1770(a)(1), 1770 (a)(2), 1770 (a)(3), 1770(a)(5), 1770(a)(7), 1770 (a)(9) and 1770(a)(16).

11 64. As a result of Defendants’ violations, Named Plaintiffs and the Class suffered, and continue
12 to suffer, ascertainable losses by paying the HWPO Fee.

13 65. Pursuant to § 1782 of the CLRA, Plaintiffs have notified Defendants in writing of the
14 particular violations of § 1770 of the CLRA, and demanded Defendants rectify the actions described above
15 by providing monetary relief, agreeing to be bound by their legal obligations, and to give notice to all
16 affected consumers of their intent to do so. On June 20, 2023, Plaintiffs’ counsel sent Defendants a notice
17 and demand letter, notifying Defendants of their violations of the CLRA and demanding that within 30
18 days, Defendants remedy the unlawful, unfair, false, and/or unlawful practices, as well as unconscionable
19 commercial practices in connection with the sales of any goods or services to consumers. See Cal. Civ.
20 Code §1770.

21 66. Plaintiffs will amend their complaint if Defendants do not agree to rectify their actions
22 within 30 days.

23 67. In addition, pursuant to Cal. Civ. Code §1780(a)(2), Plaintiffs are entitled to, and therefore
24 seek, a Court order enjoining the above-described wrongful acts and practices that violate Cal. Civ. Code
25 §1770.

26 68. Plaintiffs and Class Members are also entitled to recover attorneys’ fees, costs, expenses,
27 disbursements, and punitive damages pursuant to Cal. Civ. Code §§ 1780 and 1781.

28

THIRD CAUSE OF ACTION

UNJUST ENRICHMENT

(By Named Plaintiffs and All Putative Class Members Against All Defendants)

69. Plaintiffs re-allege and incorporate by reference the allegations contained in the paragraphs above as if fully set forth herein.

70. Plaintiffs bring this claim individually and on behalf of the proposed Class against Defendants.

71. Plaintiffs and Class Members conferred a benefit on Defendants by paying the HWPO Fee.

72. Defendants have been unjustly enriched in retaining the revenues derived from Plaintiffs' and Class Members' payment of the HWPO Fee. Retention of those moneys under these circumstances is unjust and inequitable because the entire HWPO Fee did not go towards the cost of compliance with the Hotel Worker Protection Ordinance and was not mandated by the City of Los Angeles. As a result, hotel guests including Plaintiffs and putative class members have been misled and charged a fee.

73. Because Defendants' retention of the non-gratuitous benefits conferred on them by Plaintiffs and Class Members is unjust and inequitable, Defendants must pay restitution to Plaintiffs and Class Members for their unjust enrichment, as ordered by the Court.

PRAYER FOR RELIEF

Plaintiff prays for relief as follows:

1. This action be certified and maintained as a class action and certify the proposed class as defined, appointing Plaintiffs as representatives of the Class, and appointing the attorneys and law firms representing Plaintiffs as counsel for the Class;

2. For an order declaring the Defendants' conduct violates the statutes referenced herein;

3. That the Court awards compensatory, statutory and/or punitive damages as to all Causes of Action where such relief is permitted;

4. For an order to pay restitution to Named Plaintiffs and putative class members as a result of Defendant's unlawful activities, pursuant to Business and Professions Code § 17203;

5. For equitable monetary relief, including restitution and disgorgement of all ill-gotten gains, and the imposition of a constructive trust upon, or otherwise restricting the proceeds of Defendants' ill-gotten gains, to ensure that Plaintiffs and proposed class members have an effective remedy;

1 6. For an award of disgorgement of profits and all other appropriate equitable relief, as
2 authorized by California Business & Professions Code § 17203;

3 7. For an order enjoining Defendants from continuing to engage in the unlawful conduct and
4 practices described herein;

5 8. For declaratory relief;

6 9. For pre-judgment and post-judgment interest at the legal rate;

7 10. For an award of attorneys' fees and costs incurred in the filing and prosecution of this action;

8 11. For such other and further relief as the Court may deem proper and just.

9
10 Dated: June 21, 2023

GILBERT & SACKMAN
A Law Corporation

11
12
13 By: 
14 Joshua F. Young
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Named Plaintiffs Nina Baek and Megan Ramsey, individually and on behalf of all similarly situated current and former hotel guests of Defendants, hereby request a jury trial on all claims so triable.

Dated: June 21, 2023

Respectfully submitted,

GILBERT & SACKMAN
A Law Corporation

By: 

Joshua F. Young
Attorneys for Plaintiffs

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Says Certain Marriott Hotels in Los Angeles Charge Guests Unlawful 'Junk' Fees](#)
