

LAW OFFICES OF RONALD A. MARRON

RONALD A. MARRON (SBN 175650)

ron@consumeradvocates.com

MICHAEL T. HOUCHIN (SBN 305541)

mike@consumeradvocates.com

LILACH HALPERIN (SBN 323202)

lilach@consumersadvocates.com

651 Arroyo Drive

San Diego, CA 92103

Tel: (619) 696-9006

Fax: (619) 564-6665

*Attorneys for Plaintiff and the
Proposed Class*

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

TODD HALL, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

MARRIOTT INTERNATIONAL, INC., a
Delaware corporation;

Defendant.

Case No: '19CV1715 H AHG

CLASS ACTION

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 Plaintiff Todd Hall (“Plaintiff”), hereby brings this Action against Defendant
2 Marriott International, Inc. (“Defendant” or “Marriott”), alleging that Defendant misleads
3 consumers concerning the amounts they must pay for rooms at their hotels, and upon
4 information and belief and investigation of counsel alleges as follows:

5 **I. JURISDICTION AND VENUE**

6 1. This Court has original jurisdiction over this action under the Class Action
7 Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1332(d). The Defendant is a citizen of a
8 state different from that of the Plaintiff, the putative class size is greater than 100 persons,
9 and the amount in controversy in the aggregate for the putative Class exceeds the sum or
10 value of \$5 million exclusive of interest and costs.

11 2. This Court has both general and specific personal jurisdiction over the
12 Defendant because Defendant has conducted and continues to conduct substantial
13 business in the State of California and County of San Diego. Marriott International, Inc.
14 is registered with the California Secretary of State under entity number C2059637.

15 3. This Court has specific personal jurisdiction arising from Defendant’s
16 decision to conduct business in California. Defendant has sufficient minimum contacts
17 with this State and sufficiently avails itself to the markets of this State to render the
18 exercise of jurisdiction by this Court reasonable.

19 4. Venue is proper in the United States District Court for the Southern District
20 of California pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events
21 giving rise to the claims occurred within this judicial district and Defendant conducts
22 business within this judicial district.

23 **II. INTRODUCTION**

24 5. This is a straight-forward price deception case. For at least the last decade,
25 Marriott has used an unlawful trade practice called “drip pricing” in advertising its hotel
26 rooms whereby Marriott initially hides a portion of a hotel room’s daily rate from
27 consumers. Marriott calls this hidden portion of the room rate a number of terms,
28 including a “resort fee,” “amenity fee” and a “destination fee.” One key effect of this
price deception is that consumers shopping for a hotel room on either Marriott’s website,

1 or an online travel agency site (“OTA”) like Priceline or Expedia, are misled into
2 believing a Marriott hotel room is cheaper than it actually is. Marriott’s motive in
3 continuing this deceptive practice is pure profit. It has reaped hundreds of millions of
4 dollars over the last decade from this deceptive “drip pricing.” Plaintiff brings this action
5 to force Marriott to advertise up-front to consumers the true prices of its hotel rooms.

6 6. Marriott is a hotel and lodging corporation with its headquarters in
7 Bethesda, Maryland. Marriott owns, franchises, and manages hotels throughout the
8 United States, including approximately 60 hotel properties located in the San Diego
9 District. Marriott conducts its hotel business through various corporate entities operating
10 under numerous trade names.¹ It offers lodging at its hotels to California residents,
11 including through its online reservation website and through the websites hosted by
12 OTAs, such as Priceline and Expedia. These websites allow consumers to obtain
13 information about Marriott’s hotel rooms and allow consumers to compare Marriott’s
14 hotel room prices to that of other hotels as well as make hotel reservations.

15 7. Marriott advertises and promotes its hotel rooms by advertising daily room
16 rates on its own website and the websites operated by OTAs. Marriott’s official website
17 and the websites operated by the OTAs enable consumers to search for and sort
18 prospective hotel accommodations by price according to the daily room rate. These
19 search and sorting functions allow consumers, including consumers residing in the
20 California, to compare prices among various hotels. Many consumers, including those
21 residing in California, use the websites operated by Marriott and the OTAs to compare
22 the price of hotel rooms offered by Marriott and other hotels and to select and book a
23 hotel room online.

24 8. Marriott charges additional mandatory fees that it refers to as “resort fees,”

25 ¹ Marriott hotels operate under at least the following trade names” Starwood, St. Regis,
26 The Luxury Collection, W, Westin, Le Méridien, Sheraton, Tribute Portfolio, Four Points
27 by Sheraton, Aloft, Element, The Ritz-Carlton, Design Hotels, Bvlgari Hotels & Resorts,
28 Edition, JW Marriott, Autograph Collection Hotels, Renaissance Hotels, Marriott Hotels,
Delta Hotels and Resorts, Gaylord Hotels, AC Hotels by Marriott, Courtyard by Marriott,
Residence Inn by Marriott, Springhill Suites by Marriott, Fairfield Inn & Suites,
TownePlace Suites by Marriott, and Moxy Hotels.

1 “destination amenity fees,” or “amenity fees” (referred to collectively hereafter as “resort
2 fees”) on a daily basis for a room at many of its hotels. However, Marriott does not
3 include these daily, mandatory fees in the room rate it advertises on its website and does
4 not include them in the room rate advertised by the OTAs, thereby depriving consumers
5 of the ability to readily ascertain and compare the actual price of a room at a Marriott
6 hotel to the price of the hotel rooms offered by Marriott’s competitors and at other
7 Marriott hotels.

8 9. Beyond this initial price deception, when consumers select a room rate and
9 provide their credit card and other personal information in order to book a room, Marriott
10 also represents that the daily room rate at the hotel is less than it actually is because it
11 does not include the mandatory resort fee that Marriott adds to the daily room charge. In
12 many instances, Marriott includes the resort fee as part of a total charge called “Taxes
13 and Fees,” thereby misleading consumers to believe the additional fees they are paying
14 are government-imposed, rather than a separate daily charge imposed by and paid to
15 Marriott. In some instances, Marriott also represents that these resort fees cover the costs
16 of amenities, such as parking, that Marriott either provides as complimentary or,
17 alternatively, requires hotel guests to pay for separately, even though Marriott has
18 required them to pay the resort fee.

19 10. Plaintiff institutes this proceeding to stop Marriott from engaging in the
20 unlawful trade practices set forth more fully below in connection with its offer and sale
21 of hotel rooms to consumers, including its practices of (1) misleading consumers
22 concerning the amounts they must pay for rooms at their hotels, and (2) advertising hotel
23 rooms without the intent to supply them at advertised prices. Plaintiff seeks injunctive
24 relief to prevent Defendant from engaging in these and similar unlawful trade practices,
25 civil penalties to deter Defendant and others similarly situated from engaging in these
26 and similar unlawful trade practices, and the payment of costs, attorney’s fees, and
27 restitution based on the harm consumers have experienced due to Defendant’s conduct.

28 **III. PARTIES**

11. Defendant Marriott is a multinational hospitality company that owns,

1 manages and franchises a broad portfolio of hotels and lodging facilities throughout the
2 United States and abroad, including approximately 60 facilities located in the San Diego
3 District. It is a Delaware corporation and is headquartered at 10400 Fernwood Road,
4 Bethesda, MD 20817.

5 12. Marriott has, at all relevant times, engaged in trade or commerce in the
6 California by advertising and offering hotel lodging to California consumers.

7 13. Plaintiff Todd Hall is a citizen of the State of California and resides in
8 Rancho Cucamonga, California. Plaintiff Hall has stayed in various Marriott hotels and
9 resorts within the class period, including the Marriott Marquis San Diego Marina.

10 **IV. MARRIOTT'S DECEPTIVE ADVERTISING PRACTICES**

11 **A. Defendant's Practice of Charging Resort Fees**

12 14. The hotel industry has become highly price competitive, particularly with
13 the increased use by consumers of OTAs, like Priceline and Expedia, that permit
14 consumers to comparison shop across hotel brands. The Internet websites of hotels and
15 OTAs allow consumers to review large numbers of rooms offered by hotels at the same
16 time and to compare their prices, which the hotels typically advertise using a daily room
rate.

17 15. At issue in this case is the growing and continued practice of hotels
18 advertising daily room rates online but not including any mandatory resort fee charged
19 in the initially advertised room rate. For instance, Marriott's practice is to initially
20 advertise a room rate that does not include the resort fee, but then to include it in the final
21 charges a consumer is required to pay. Marriott charges these additional mandatory resort
22 fees, which can amount to as much as \$95 a day at Marriott's properties, to increase its
23 revenues without appearing to raise the room rate at its hotels. Marriott does not include
24 these resort fees in the room rate because doing so would effectively increase the price
25 of a hotel room and consequently make its hotels less price competitive to consumers
26 when compared with other hotels.

27 16. Marriott's practice of initially advertising only part of a price and then later
28 revealing other charges as the consumer completes the buying process has been labeled

1 “drip pricing” by the Federal Trade Commission (“FTC”). In November 2012, the FTC
2 warned the hotel industry that drip pricing as it pertains to charging resort fees may
3 violate federal consumer protection law by misrepresenting the price consumers can
4 expect to pay for their hotel rooms. The FTC specifically warned the hotels that the
5 largest and most prominent price for a hotel room should include the resort fee, and
6 should be provided to the consumer up front, and not later in the checkout process, in
7 order to avoid being deceptive drip pricing. Marriott received one of the FTC’s warning
8 letters.

9 17. The FTC’s Bureau of Economics then issued a report in 2017 confirming its
10 concerns about this practice of drip pricing. That report concluded: In sum, the literature
11 suggests that separating mandatory resort fees from posted room rates without first
12 disclosing the total price is likely to harm consumers by artificially increasing the search
13 costs and the cognitive costs of finding and booking hotel accommodations. Unless the
14 total price is disclosed up front, separating resort fees from the room rate is unlikely to
15 result in benefits that offset the likely harm to consumers.²

16 18. Notwithstanding these warnings from the FTC, Marriott continues to
17 advertise room prices that do not include its resort fees, both on its own website and the
18 websites operated by OTAs. Marriott has continued this deceptive practice because it has
19 become a key profit center for the company, as it has reaped hundreds of millions of
20 dollars from expanding its use of resort fees over the past decade.

21 19. Marriott owns, manages or franchises at least 189 properties worldwide that
22 charge consumers resort fees ranging from \$9 to as much as \$95 per day. By charging
23 consumers resort fees in addition to the daily amounts consumers must pay for their
24 rooms, Marriott makes hundreds of millions of additional dollars in revenue without
25 appearing to increase the price for which it initially offers its rooms. Marriott’s unlawful
trade practice has affected California consumers, as Marriott has charged resort fees to

26 ² Mary W. Sullivan, Fed. Trade Comm’n, Economic Analysis of Hotel Resort Fees 37
27 (Jan. 2017). The report and the FTC’s summary can be viewed at the following link:
28 [https://www.ftc.gov/system/files/documents/reports/economic-analysis-hotel-resortfees/
p115503_hotel_resort_fees_economic_issues_paper.pdf](https://www.ftc.gov/system/files/documents/reports/economic-analysis-hotel-resortfees/p115503_hotel_resort_fees_economic_issues_paper.pdf)

tens of thousands of California consumers over the years, charging those consumers well in excess of a million dollars.


20. Marriott also exercises control over the resort fees its hotels charge through its resort fee policies which give it the authority to determine what fees can be charged by the hotels it owns, manages or franchises. Although Marriott's Franchise Agreements typically allow its franchisees to set their own rates for guest room charges, these franchisees must still comply with Marriott's resort fee policy, which requires Marriott's approval and allows Marriott to control the resort fee they are permitted to charge. Moreover, under Marriott's Franchise Agreements, Marriott determines whether charges or billing practices are misleading or detrimental, including resort fees and other incremental fees or services that guests would normally expect to be included in the hotel room charge.

B. Defendant's Misleading Advertising Practices Concerning Resort Fees

21. When consumers search for and seek to book a hotel using Marriott's online reservation system, Marriott provides the consumers with a quoted room rate. For example, the following information appeared on Marriott's website for a room at its Marriott Marquis San Diego Marina September of 2019:

22. At this initial stage in the process of booking a reservation online, where the hotel appears on a page with rooms at other properties, the quoted daily room rate does not include or even mention the mandatory resort fee the consumer will be required to pay. Similarly, when consumers searched at the same time for a hotel room using the reservation system operated by Expedia or another OTA, they received a similar quoted room rate that also did not include or mention the resort fee:


Destination San Diego, CA	Stay Dates (1 NIGHT) Fri, Sep 27, 2019 - Sat, Sep 28, 2019	Rooms & Guests 1 Room: 1 Adult/Room	EDIT
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Marriott Marquis San Diego Marina
333 West Harbor Drive San Diego, California 92101

0.5 miles from destination | 4.5 3369 Reviews | Category 6

A waterfront San Diego hotel with elegant venues, outdoor pools, a gym, day spa and tasty dining.



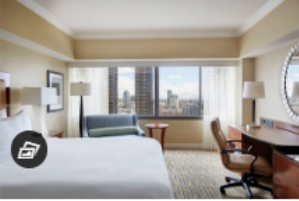
From **351** USD / night

VIEW RATES

23. If consumers selected the quoted rate for a room at the Marriott Marquis San Diego Marina on Marriott's online reservation system, as set forth in paragraph 21 above, they were directed to another page that provided the following information:

Please note-USD 30 daily destination amenity fee will be added to room rate. Concierge lounge closed 12noon Friday to 5:30pm Sunday.

1 King Bed, City View, Room Room Details

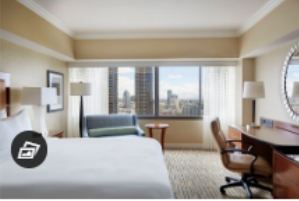


Member Rate

Rate Details

351 USD / night

SELECT



Regular Rate

Rate Details

369 USD / night

SELECT

24. Only at this point in the booking process does an obscure box first appear at the top of the page that states: "USD 30 daily destination amenity fee added to room rate." This statement appeared in small typeface in a shaded light blue box and was displayed less prominently than the quoted room rate of \$351 for a Member Rate and \$369 for a Regular Rate which appeared in a larger bolded font, and did not include the mandatory resort fee charged by Marriott for the room.

25. Adding to consumers' confusion about the resort fee is Marriott's practice of hiding the resort fee in a larger total of charges ambiguously labeled "Taxes and fees." By combining the amounts that consumers were asked to pay for resort fees with their tax payments under a generic heading of "taxes and fees," Marriott led consumers to believe the resort fees were government-imposed charges. For example, after selecting the Regular Rate room from the screen in paragraph 22, a screen appeared that showed the "USD subtotal" of \$449.65, consisting of the \$369 rate for "USD/Night" plus \$80.65 "USD Taxes and Fees":

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Reserve Your Room Before Time Runs Out!


Stay Dates
Fri, Sep 27, 2019 - Sat, Sep 28, 2019

Total for Stay
449.65 USD

Room(s) held for: 14:39

CONTINUE

Review Reservation Details



1 King Bed, City View, Room
ROOM DETAILS
Check in: Friday, September 27, 2019
Check out: Saturday, September 28, 2019
Room(s): 1
Guest(s) per room: 1
EDIT

Choose Room Features

Summary of Charges

369
USD / night

+

80.65
USD Taxes and fees

449.65
USD Subtotal

26. The screen shown above in paragraph 24 still does not display the resort fee. Consumers are able to click “continue” and complete the booking process at this point, all the while believing that they are being charged \$369 for the room and \$80.65 for “USD Taxes and fees.” In fact, consumers are encouraged to quickly continue and complete the booking process, as a prominent, green banner is displayed on the top of the screen, which reads “Reserve Your Room Before Time Runs Out!” Below the banner is an icon of a stopwatch and words written in orange stating “Room(s) held for: 14:39.” This means that the consumer has only 14 minutes and thirty-nine seconds to review reservation details and finish the booking process. The countdown continues for the remainder of the booking process. If 14 minutes and thirty nine seconds pass, consumers are taken to another page that states the following:

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CLASS ACTION COMPLAINT

Session Timeout

Welcome Back

While you were away, our rates may have changed. Please click the button below to rebuild your reservation and re-select a rate.

CONTINUE

27. The screen above shows “Session Timeout” in large, bolded font. In small lettering below, the screen states “While you were away, our rates may have changed. Please click the button below to rebuild your reservation and re-select a rate.” Consumers are then required to begin the booking process all over again if they did not quickly book their initial reservation.

28. For consumers to find out that they are actually being charged a daily resort fee in addition to the quoted room rate, they are required to remain on the “Review Reservation Details” screen while being timed. They must also discover that clicking on “Summary of Charges” will reveal additional information about the charges. It is only at this point of the booking process that consumers will find out information regarding the “Destination Amenity Fee” of \$30.00, and “Estimated government taxes and fees” of \$50.75:

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Stay Dates
Fri, Sep 27, 2019 - Sat, Sep 28, 2019

Total for Stay
449.65 USD

Room(s) held for: 14:18

CONTINUE

Review Reservation Details



1 King Bed, City View, Room

ROOM DETAILS

Check in: Friday, September 27, 2019

Check out: Saturday, September 28, 2019

Room(s): 1

Guest(s) per room: 1

EDIT

Choose Room Features

Summary of Charges

369 USD / night + 80.65 USD Taxes and fees = 449.65 USD Subtotal

Regular Rate

RATE DETAILS

1 room(s) for 1 night(s)

Prices in USD

Friday, September 27, 2019

369.00

Total cash rate

369.00

Destination Amenity Fee

30.00

Estimated government taxes and fees

50.65

Total for stay in hotel's currency

449.65 USD

Additional Charges

On-site parking, fee: 9 USD hourly, 35 USD daily

Valet parking, fee: 50 USD daily

Changes in taxes or fees implemented after booking will affect the total room price.

29. During the reservation process, Marriott's ambiguous "added to room rate" statement regarding the resort fee, as set forth in paragraph 22 above, has often included representations to consumers about the amenities that the resort fee covers. However, Marriott further adds to consumers' confusion by stating later in the reservation process that it charges for certain amenities separately or simply provides them on a complimentary basis to its hotel guests.

30. The inconsistency and inaccuracy with which Marriott has provided

1 information to consumers on its websites about what is covered by the resort fee,
2 combined with the lack of proximity of the resort fee to the quoted room rate, the smaller
3 and lighter shaded typeface used when referring to the resort fee, the ambiguous language
4 regarding whether the resort fee has been or will be added to the room rate, the confusing
5 representations about what amenities are covered by the fees, and the inclusion of the
6 resort fee with charges for taxes make it even harder for consumers to comprehend they
7 are being charged a resort fee on top of their quoted room rate.

8 31. Defendant's practices of advertising room rates that do not include
9 mandatory daily resort fees, including the resort fee in "taxes and fees" when the resort
10 fee is not imposed by any government agency, and representing that resort fees include
11 amenities or services that are either provided at no cost or that the consumer must still
12 pay for separately, are misrepresentations of material fact capable of and actually
13 misleading consumers on a daily basis.

14 32. Marriott's practices of advertising room rates for lodging at its hotels
15 without including other daily charges required by the hotel constitutes the advertisement
16 or offer of good or services without the intent to sell them as advertised or offered.

17 **C. Plaintiff's Stays at Marriott Resorts**

18 33. Plaintiff Todd Hall is a resident of Rancho Cucamonga, California and has
19 stayed at over 45 Marriott hotels and resorts during the Class Period.

20 34. Specifically, Plaintiff Hall stayed at the Marriott Marquis San Diego Marina
21 resort located at 333 West Harbor Drive San Diego, California, 92101 on May 28, 2018
22 to May 29, 2018 and the Sheraton Maui located at 2605 Kaanapali Parkway, Lahaina, HI
23 96761 on October 10, 2018 to October 12, 2018.

24 35. Plaintiff Hall subsequently discovered Defendant's unlawful acts as
25 described herein in September 2019, when he learned that Defendant misleadingly
26 advertises its hotel room rates and charges resort fees to consumers which are disguised
27 as "USD Taxes and fees."

28 36. Plaintiff Hall was deceived by and relied upon Defendant's misleading
advertising, and specifically the hidden nature of the resort fee charged to consumers.

1 Plaintiff purchased hotel rooms from Defendant without knowledge of the resort fee
2 being charged, based on Defendant's deceptive advertising and hidden nature of the
3 resort fee under a "USD Taxes and fees" category.

4 37. Plaintiff, as a reasonable consumer, is not required to scrutinize
5 advertisements, and in fact, is entitled to rely on statements that Defendant deliberately
6 places on its website. Defendant, but not Plaintiff, knew that this advertising was in
7 violation of federal regulations and state law.

8 38. Because Plaintiff reasonably assumed that the hotel reservations would be
9 free of unlawful or hidden charges, when they were not, he did not receive the benefit of
10 his purchase. Instead of receiving the benefit of a quoted room rate, Plaintiff received a
11 hotel charge that was not as advertised, in violation of federal and state regulations.

12 39. Plaintiff would not have reserved the hotel room, or would not have paid as
13 much as he had for a hotel room in the absence of Defendant's misrepresentations and
14 omissions. Had Defendant not violated federal and California law, Plaintiff would not
15 have been injured.

16 40. Plaintiff and the Class therefore lost money as a result of Defendant's
17 unlawful behavior. Plaintiff and the Class altered their position to their detriment and
18 suffered loss in an amount equal to the resort fees they paid for the hotel rooms.

19 41. Plaintiff intends to, seeks to, and will purchase rooms at the Marriott when
20 he can do so with the assurance that the advertising of the room rates are lawful and
21 consistent with federal and California regulations.

22 **V. CLASS ACTION ALLEGATIONS**

23 42. Plaintiff brings this action on behalf of himself and all others similarly
24 situated pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3).

25 **43. The Nationwide Class is defined as follows:**

26 All U.S. citizens who purchased Marriott hotel rooms and were charged an
27 amenity or resort fee in their respective state of citizenship on or after
28 January 1, 2012 and until the Class is certified, for personal use and not for
resale, excluding Defendant and Defendant's officers, directors,

employees, agents and affiliates, and the Court and its staff.

44. **The California Class is defined as follows:**

All California citizens who purchased Marriott hotel rooms and were charged an amenity or resort fee in California on or after January 1, 2012 and until the Class is certified, for personal use and not for resale, excluding Defendant and Defendant's officers, directors, employees, agents and affiliates, and the Court and its staff.

45. During the Class Period, the quoted rates advertised by Marriott did not disclose the amenity or resort fees that would be charged to consumers. Defendant failed to advertise such charged as required by federal and California law.

46. During the Class Period, Class Members purchased misbranded hotel rooms, paying additional charges for those rooms compared to similar hotel rooms lawfully labeled.

47. The proposed Classes meet all criteria for a class action, including numerosity, commonality, typicality, predominance, superiority, and adequacy of representation.

48. This action has been brought and may properly be maintained as a class action against Defendant. While the exact number and identities of other Class Members are unknown to Plaintiff at this time, Plaintiff is informed and believes that there are hundreds of thousands of Members in the Class. The Members of the Class are so numerous that joinder of all Members is impracticable and the disposition of their claims in a class action rather than in individual actions will benefit the parties and the courts.

49. The proposed Classes satisfy typicality. Plaintiff's claims are typical of and are not antagonistic to the claims of other Class members. Plaintiff and the Class members all purchased the hotel rooms, were deceived by the false and deceptive advertising, and lost money as a result.

50. The proposed Class satisfies superiority. A class action is superior to any other means for adjudication of the Class members' claims because it would be impractical for individual Class members to bring individual lawsuits to vindicate their

1 claims.

2 51. Because Defendant's misrepresentations were made during the hotel room
3 booking process, all Class members including Plaintiff were exposed to and continue to
4 be exposed to the omissions and affirmative misrepresentations. If this action is not
5 brought as a class action, Defendant can continue to deceive consumers and violate
6 federal and California law with impunity.

7 52. The proposed Class representative satisfies adequacy of representation.
8 Plaintiff is an adequate representative of the Class as he seeks relief for the Class, his
9 interests do not conflict with the interests of the Class members, and he has no interests
10 antagonistic to those of other Class members. Plaintiff has retained counsel competent in
11 the prosecution of consumer fraud and class action litigation.

12 53. The proposed Classes satisfy commonality and predominance. There is a
13 well-defined community of interest in questions of law and fact common to the Class,
14 and these predominate over any individual questions affecting individual Class members
15 in this action.

16 54. Questions of law and fact common to Plaintiff and the Class include:

17 a. Whether Defendant failed to disclose the presence of amenity or resort
18 fees during the booking process;

19 b. Whether Defendant's advertising omissions and representations
20 constituted false advertising under California law;

21 c. Whether Defendant's conduct constituted a violation of California's
22 Unfair Competition Law;

23 d. Whether Defendant's conduct constituted a violation of California's
24 Consumer Legal Remedies Act;

25 g. Whether the statute of limitations should be tolled on behalf of the Class;

26 h. Whether the Class is entitled to restitution, rescission, actual damages,
27 punitive damages, attorney fees and costs of suit, and injunctive relief; and

28 i. Whether members of the Class are entitled to any such further relief as the
Court deems appropriate.

1 55. Plaintiff will fairly and adequately protect the interests of the Class, has no
2 interests that are incompatible with the interests of the Class, and has retained counsel
3 competent and experienced in class litigation.

4 56. Defendant has acted on grounds applicable to the entire Class, making final
5 injunctive relief or declaratory relief appropriate for the Class as a whole.

6 57. Class treatment is therefore appropriate under Federal Rule of Civil
7 Procedure 23.

8 58. Class damages will be adduced at trial through expert testimony and other
9 competent evidence.

10 59. California law holds that the excess resort fee consumers paid for the falsely-
11 advertised rooms is a proper measure of Class damages.

12 60. On information and belief, based on publicly-available information,
13 Plaintiff alleges that the total amount in controversy exclusive of fees, costs, and interest,
14 based on the estimated resort fees and hotel room revenues for sales to the Class
15 Nationwide during the proposed Class Period, exceeds \$5 million.

16 **VI. CAUSES OF ACTION**

17 **FIRST CAUSE OF ACTION**

18 **VIOLATIONS OF THE CONSUMERS LEGAL REMEDIES ACT**

19 **CAL. CIV. CODE §§ 1750 *ET SEQ.***

20 61. Plaintiff realleges and incorporates the allegations elsewhere in the
21 Complaint as if set forth in full herein.

22 62. The CLRA prohibits unfair or deceptive practices in connection the sale of
23 goods or services to a consumer.

24 63. Moreover, the CLRA is meant to be “[c]onstrued liberally and applied to
25 promote its underlying purposes, which are to protect consumers against unfair and
26 deceptive business practices and to provide efficient and economical procedures to secure
27 such protection.” Civil Code Section 1760, *Inter alia*.

28 64. The hotel rooms that Marriott provides are “Goods” as defined by the
CLRA.

1 65. Plaintiff and the Class Members are “Consumers” as defined by the CLRA.

2 66. Each of the purchases made by the Plaintiff and the Class Members from
3 the Defendant were “Transactions” as defined by the CLRA.

4 67. Marriott’s false and misleading pricing practices and other policies, acts,
5 and practices described herein were designed to, and did, induce Plaintiff’s and Class
6 Members’ purchases of Marriott hotel rooms for personal, family, or household purposes,
7 and violated and continues to violate at least the following sections of the CLRA:

8 a. § 1770(a)(9): Advertising goods with intent not to sell them as advertised;
9 and

10 b. § 1770(a)(20): Advertising that a product is being offered at a specific price
11 plus a specific percentage of that price unless (A) the total price is set forth
12 in the advertisement, which may include, but not limited to, shelf tags,
13 displays, and media advertising in a size larger than any other price in that
14 advertisement, and (B) the specific price plus a specific percentage of that
15 price represents a markup from the seller’s costs or from the wholesale price
16 of the product.

17 68. Marriott violated Sections 1770(a)(9) and (20) by marketing and
18 representing a lower hotel rental price online than what consumers were charged.

19 69. Marriott never intended to sell its hotel rooms for the prices advertised
20 online.

21 70. On information and belief, Marriott’s violations of the CLRA discussed
22 above were done with the awareness that the conduct alleged was wrongful.

23 71. On information and belief, Marriott committed these acts knowing it would
24 harm Plaintiff and Class Members.

25 72. Plaintiff and Class Members were injured by Marriott because Plaintiff and
26 Class Members overpaid for a hotel room due to Marriott’s false representations and
27 advertisements.

28 73. Plaintiff and Class Members were harmed as a direct and proximate result
of Marriott’s violations of the CLRA and are thus entitled to a declaration that Defendant
violated the CLRA.

74. Plaintiff, on behalf of himself and Class Members, seeks injunctive relief under Civil Code § 1782(d).

SECOND CAUSE OF ACTION

VIOLATIONS OF THE FALSE ADVERTISING LAW

CAL. BUS. & PROF. CODE §§ 17500 ET SEQ.

75. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth in full herein.

76. Under the FAL, “[i]t is unlawful for any person, firm, corporation or association, or any employee thereof with intent directly or indirectly to dispose of real or personal property or to perform services” to disseminate any statement “which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.” Cal. Bus. & Prof. Code § 17500.

77. As alleged herein, the advertisements, labeling, policies, acts, and practices of Marriott relating to its Hotel rooms misled consumers acting reasonably as to the cost of a hotel room rental.

78. Plaintiff suffered injury in fact as a result of Marriott’s actions as set forth herein because plaintiff purchased a hotel room in reliance on Marriott’s false and misleading marketing claims that the hotel rooms were cheaper than they were.

79. Plaintiff suffered injury in fact as a result of Marriott’s actions as set forth herein because Plaintiff purchased the hotel room in reliance on Marriott’s false and misleading online pricing.

80. Marriott’s business practices as alleged herein constitute unfair, deceptive, untrue, and misleading advertising pursuant to the FAL because Marriott advertised its hotel rooms in a manner that is untrue and misleading, which Marriott knew or reasonably should have known.

81. Marriott profited from its sales of the falsely and deceptively advertised hotel rooms to unwary consumers.

82. As a result, pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff and Class Members are entitled to injunctive and equitable relief and restitution.

THIRD CAUSE OF ACTION

VIOLATIONS OF THE UNFAIR COMPETITION LAW

CAL. BUS. & PROF. CODE §§ 17200 ET SEQ.

83. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth in full herein.

84. The UCL prohibits any “unlawful, unfair or fraudulent business act or practice.” Cal. Bus. & Prof. Code § 17200.

85. The acts, omissions, misrepresentations, practices, and non-disclosures of Marriott as alleged herein constitute business acts and practices.

FRAUDULENT

86. A statement or practice is fraudulent under the UCL if it is likely to deceive the public, applying a reasonable consumer test.

87. As set forth herein, Marriott’s claims relating to the online marking of its hotel rooms are likely to deceive reasonable consumers and the public.

UNLAWFUL

88. The acts alleged herein are “unlawful” under the UCL in that they violate at least the following laws:

- The False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 *et seq.*; and
- The Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*

UNFAIR

89. Marriott’s conduct with respect to the advertising and sale of its hotel rooms was unfair because Marriott’s conduct was immoral, unethical, unscrupulous, or substantially injurious to consumers and the utility of its conduct, if any, does not outweigh the gravity of the harm to its victims.

90. Marriott’s conduct with respect to the advertising and sale of its hotel rooms was also unfair because it violated public policy as declared by specific statutory or regulatory provisions, including but not limited to the False Advertising Law.

1 91. Marriott's conduct with respect to the advertising and sale of its hotel rooms
2 was also unfair because the consumer injury was substantial, not outweighed by benefits
3 to consumers or competition, and not one consumers themselves could reasonably have
4 avoided.

5 92. Marriott profited from the sale of its falsely, deceptively, and unlawfully
6 advertised hotel rooms to unwary consumers.

7 93. Plaintiff and Class Members are likely to be damaged by Marriott's
8 deceptive trade practices, as Marriott continues to disseminate, and is otherwise free to
9 continue to disseminate misleading information. Thus, injunctive relief enjoining this
10 deceptive practice is proper.

11 94. Marriott's conduct caused and continues to cause substantial injury to
12 Plaintiff and the other Class Members, who have suffered injury in fact as a result of
13 Marriott's fraudulent, unlawful, and unfair conduct.

14 95. In accordance with Bus. & Prof. Code § 17203, Plaintiff, on behalf of
15 himself, Class Members, and the general public, seeks an order enjoining Marriott from
16 continuing to conduct business through unlawful, unfair, and/or fraudulent acts and
17 practices, and to commence a corrective advertising campaign.

18 96. Plaintiff, on behalf of himself and Class Members, also seeks an order for
19 the restitution of all monies from the sale of the falsely advertised hotel rooms. That
20 Marriott unjustly acquired through acts of unlawful competition.

21 **FOURTH CAUSE OF ACTION**

22 **UNJUST ENRICHMENT**

23 97. Plaintiff realleges and incorporates the allegations elsewhere in the
24 Complaint as if set forth in full herein.

25 98. Plaintiff and the Class allege that Defendant owes money to them for the
26 unlawful or deceptive conduct described herein.

27 99. Plaintiff and Class Members paid for a hotel room at one or more of
28 Defendant's hotels.

 100. Defendant, by charging consumers higher rates for hotel rooms than those

1 originally advertised, received additional money from Plaintiff and the Class.

2 101. The additional money was paid by mistake, where an undue advantage was
3 taken from the Plaintiff's and the Class's lack of knowledge of the deception, whereby
4 money was exacted to which the Defendant had no legal right.

5 102. Defendant is therefore indebted to Plaintiff and the Class in a sum certain,
6 specifically the resort or amenity fees actually paid for the hotel rooms during the Class
7 period as consideration for which Defendant unlawfully charged consumers.

8 103. Defendant is therefore indebted to Plaintiff and the Class in a sum certain
9 for the additional money had and received by the Defendant, which the Defendant in
10 equity and good conscious should not retain.

11 104. Defendant is therefore liable to Plaintiff and the Class in the amount of
12 unjust enrichment or money had and received to be determined at trial.

13 **VII. PRAYER FOR RELIEF**

14 Wherefore, Plaintiff, on behalf of himself, all others similarly situated, and the
15 general public, prays for judgment against Defendant as to each and every cause of action,
16 and the following remedies:

- 17 (a) An Order declaring this action to be a proper class action, appointing Plaintiff as
18 class representative, and appointing his undersigned counsel as class counsel;
- 19 (b) An Order requiring Marriott to bear the cost of class notice;
- 20 (c) An Order enjoining Marriott from engaging in the unfair, unlawful, and deceptive
21 business practices and false advertising complained of herein;
- 22 (d) An Order compelling Marriott to conduct a corrective advertising campaign;
- 23 (e) An Order compelling Marriott to recall and destroy all misleading and deceptive
24 advertising materials;
- 25 (f) An Order requiring Marriott to disgorge all monies, revenues, and profits obtained
26 by means of any wrongful act or practice;
- 27 (g) An Order requiring Marriott to pay restitution to restore all funds acquired by
28 means of any act or practice declared by this Court to be an unlawful, unfair, or
fraudulent business act or practice, untrue or misleading advertising, plus pre-and

1 post-judgment interest thereon;

2 (h) An Order requiring Marriott to pay all actual and statutory damages permitted
3 under the causes of action alleged herein;

4 (i) An award of attorneys' fees and costs; and

5 (j) Any other and further relief that Court deems necessary, just, or proper.

6 **VIII. JURY DEMAND**

7 Plaintiff hereby demands a trial by jury on all issues so triable.
8
9

10 DATED: September 9, 2019

Respectfully Submitted,

11 /s/ Ronald A. Marron

12 Ronald A. Marron

13 **LAW OFFICES OF RONALD A. MARRON**

14 Ronald A. Marron

15 *ron@consumersadvocates.com*

16 Michael T. Houchin

17 *mike@consumersadvocates.com*

Lilach Halperin

18 *lilach@consumersadvocates.com*

19 651 Arroyo Drive

San Diego, CA 92103

20 Telephone: (619) 696-9006

Fax: (619) 564-6665

21 *Counsel for Plaintiff and the Proposed Class*
22
23
24
25
26
27
28

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

19CV1715H AHG

I. (a) PLAINTIFFS

Todd Hall, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff San Bernadino County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Ronald A. Marron [SBN 175650]
Law Offices of Ronald A. Marron, APLC
651 Arroyo Drive, San Diego, CA 92103 (619) 696-9006

DEFENDANTS

Marriott International, Inc., a Delaware corporation

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. Sec. 1332(d)

Brief description of cause:

Diversity case brought under the Class Action Fairness Act

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

5,000,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

09/09/2019

SIGNATURE OF ATTORNEY OF RECORD

/s/ Ronald A. Marron

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Marriott International Hit with Class Action Over Alleged 'Drip Pricing' for Hotel Room Rates](#)
