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10 **IN THE UNITED STATES DISTRICT COURT**
11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

12 CHRISTIAN AND JONNA
13 SANDER, individually and on behalf
14 of all others similarly situated,

15 Plaintiff,

16 v.

17 CONSUMER CLUB, INC. d/b/a
18 GETAROOM.COM,

19 Defendant.

Case No. 2:20-cv-01363

CLASS ACTION

COMPLAINT AND JURY DEMAND

20 Plaintiffs Christian and Jonna Sander (“Plaintiffs”) bring this action against
21 Defendant Consumer Club, Inc. d/b/a Getaroom.com (“Defendant”), by and through
22 the undersigned attorneys, individually and behalf of all others similarly situated, and
23 allege, based on their investigation and upon information and belief, as follows:

24 **INTRODUCTION**

25 1. Defendant is a third-party hotel booking company that operates online
26 and through the telephone. Defendant acts as a middleman and books hotel rooms for
27 consumers instead of the customer booking directly with the hotel.

28 2. Defendant’s marketing deceptively misleads consumers into believing
they are booking directly with the hotel itself. When contacted by telephone,
Defendant’s representatives identify themselves as the “reservations department.”

1 Moreover, when asked directly by consumers if the number they dialed is the hotel
2 itself, Defendant’s representatives have falsely responded in the affirmative.

3 3. After consumers receive a “confirmation” of the room reservation, they
4 learn, for the first time, that they actually booked through Defendant, and not the hotel
5 directly. Consumers also routinely observe that they are charged massive, undisclosed
6 booking fees and charged more for their rooms than Defendant quoted them prior to
7 booking.

8 4. When consumers call to cancel their reservation because they were
9 charged more than the agreed-upon price, they are informed—for the first time—that
10 Defendant has a no cancellation policy and the reservation cannot be cancelled, *if*
11 Defendant answers at all.

12 5. Defendant’s representatives do not inform consumers of the no
13 cancellation policy during phone calls. Similarly, when booking online, Defendant
14 requires consumers to agree to the “cancellation policy” but nowhere on the booking
15 portal does Defendant disclose the “cancellation policy” is actually a no cancellation
16 policy. Defendant includes a link to terms and conditions, but the link simply links
17 back to the reservation confirmation page.

18 6. Defendant also states the cancellation policy is coextensive with the
19 hotel’s cancellation policy, which is false, as consumers attempting to cancel their
20 reservation with the hotel at which the reservation is made are informed they could
21 cancel the reservation had they booked directly with the hotel, and must instead
22 contact Defendant to cancel their reservation and (typically unsuccessfully) secure a
23 refund.

24 7. Thousands of consumers have complained to the Better Business Bureau
25 and numerous other websites regarding the same deceptive business tactics, yet
26 Defendant’s unlawful practices continue unabated.

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1 8. Accordingly, Plaintiffs bring this action to redress Defendant's
2 violations of various state consumer protection statutes, and to recover for
3 Defendant's fraudulent concealment and unjust enrichment

4 **JURISDICTION AND VENUE**

5 9. This Court has subject matter jurisdiction over this action pursuant to 28
6 U.S.C. § 1332 of the Class Action Fairness Act of 2005 because: (i) there are 100 or
7 more class members, (ii) there is an aggregate amount in controversy exceeding
8 \$5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity because
9 at least one Plaintiff and the Defendant are citizens of different states. This Court has
10 supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

11 10. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391
12 because Defendant transacts business in this District, is subject to personal
13 jurisdiction in this District, and, therefore, is deemed to be a citizen of this District.
14 Additionally, Defendant has advertised in this District and has received substantial
15 revenue and profits from its sales in this District; therefore, a substantial part of the
16 events and/or omissions giving rise to the claims occurred, in part, within this District.

17 11. This Court has personal jurisdiction over Defendant because: it conducts
18 substantial business in the District; a substantial part of the acts and omissions
19 complained of occurred in the District; and it has intentionally and purposefully
20 placed advertisements into the stream of commerce within California and throughout
21 the United States.

22 **THE PARTIES**

23 **Plaintiffs Christian and Jonna Sander**

24 12. Plaintiffs are citizens and resident of California, and currently reside in
25 Los Angeles County, California.

26 13. In early November 2019, Plaintiffs were attempting to book a hotel at
27 the Scandic Patria in Lappeenranta, Finland for later that month.

28

1 14. Plaintiff Jonna Sander believed she was on the website for the Scandic
2 Patria and took precautions to ensure that she was not on a third-party booking
3 website.

4 15. Believing that she was on the website for the Scandic Patria, Plaintiff
5 made a reservation for the advertised rate of \$141.14.

6 16. Later that day, Plaintiffs received an email confirmation from Defendant.
7 Plaintiffs learned for the first time that the reservation was booked through Defendant
8 and not directly through the Scandic Patria.

9 17. Upon information and belief, Plaintiffs believe that Defendant created a
10 website to mimic or redirect them from the official website of the Scandic Patria in
11 order to falsely induce Plaintiffs into reserving through Defendant instead of directly
12 through the hotel.

13 18. Not only did Defendant fraudulently induce Plaintiffs into booking the
14 hotel reservation through Getaroom.com, it charged Plaintiffs \$100.76 in “Tax
15 Recovery Charges & Service Fees,” which Defendant failed to disclose to Plaintiffs
16 prior to making the reservation.

17 19. In the fine print of the email, Defendant states that any fee amounts not
18 charged by the hotel for Plaintiffs’ booking will be “retain[ed] as part of the
19 compensation for our and/or their services.”

20 20. At no point did Defendant provide any “service” to Plaintiffs other than
21 falsely advertising it was the Scandic Patria and charging exorbitant fees that it neither
22 disclosed to Plaintiffs nor ever refunded to them.

23 21. Plaintiffs contacted Defendant to request cancellation of the room and/or
24 a refund of the “Tax Recovery Charges & Service Fees” via telephone, but Defendant
25 refused.

26 22. Plaintiffs never used the reservation booked with Defendant. Instead,
27 Plaintiffs booked a new reservation directly with the Scandic Patria.

28

1 23. Had Defendant adequately disclosed to Plaintiffs that it was a third-party
2 booking company, and not the Scandic Patria, Plaintiffs would not have made their
3 reservation.

4 24. Plaintiffs suffered an ascertainable loss as a result of Defendant's
5 omissions and/or misrepresentations associated with the cancellation policy and its
6 purported "service" fees.

7 **Defendant**

8 25. Defendant is a citizen of the State of Texas, was formed under the laws
9 of Texas, and maintains a principal place of business located at 3010 Lyndon B
10 Johnson Freeway, Suite 1550, Dallas, Texas 75234-2780.

11 26. In or around September 2018, Court Square Capital Partners, a private
12 equity firm headquartered in New York, New York, acquired a majority stake in
13 Defendant.

14 27. Defendant engages in continuous and substantial business throughout the
15 United States, including in California.

16 **TOLLING OF STATUTES OF LIMITATION**

17 28. Any applicable statute(s) of limitations has been tolled by Defendant's
18 knowing and active concealment and denial of the facts alleged herein. Plaintiffs and
19 members of the Class (defined below) could not have reasonably discovered the true
20 facts related to Defendant's fraudulent conduct until shortly before this class action
21 litigation was commenced.

22 **FACTUAL ALLEGATIONS**

23 **A. Defendant's Business Model**

24 29. Defendant operates as a third-party hotel booking company that serves
25 as a middleman between consumers and their hotels of choice. Unfortunately for
26 Plaintiffs and similarly situated consumers, however, Defendant provides little in the
27 way of service beyond defrauding consumers and charging exorbitant, undisclosed,
28 unnecessary and unmerited fees.

1 30. On March 21, 2014, the New York Times published an article titled
2 “*Third-Party Hotel Booking Sites Can Mislead Consumers*,” describing the business
3 tactics of third-party booking websites.¹

4 31. The article succinctly summarizes how third-party booking websites
5 generate revenue. In short, they design advertising to mislead consumers into
6 believing “they’ve landed on the official hotel website, but unknowingly they really
7 have arrived at an unrelated site of a hotel booking company.”

8 32. Not only do third-party booking websites mislead consumers into
9 believing they have booked with the actual hotel, they do not adequately disclose that
10 they will be charged the full price of the reservation up front and that the booking is
11 entirely nonrefundable.²

12 33. Third-party booking websites engage in the same deceptive practices
13 when receiving calls from mislead consumers. Indeed, as the article describes, an
14 individual who worked in the hotel business for 25 years, and who taught a hospitality
15 course at Cornell University, called a number she believed to be for Marriott but, even
16 after asking to confirm she was speaking with a Marriott representative, she was
17 falsely informed that she was when, in fact, she had contacted a call center for a third-
18 party booking company.³

19 34. A recent article describes a similar situation. A consumer was looking to
20 book a hotel room for a vacation, was brought to a website designed to mimic the
21 actual website of the hotel—including a picture of the hotel—but was actually a third-
22 party booking company.⁴ The article also notes that consumers “are charged hidden
23 fees.”

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25 ¹ [https:// nytimes.com/2014/03/22/your-money/third-party-hotel-booking-sites-can-](https://nytimes.com/2014/03/22/your-money/third-party-hotel-booking-sites-can-mislead-consumers.html)
26 [mislead-consumers.html](https://nytimes.com/2014/03/22/your-money/third-party-hotel-booking-sites-can-mislead-consumers.html) (last visited Feb. 10, 2020).

27 ² *Id.*

28 ³ *Id.*

⁴ [https://www.tmj4.com/news/national/booking-a-vacation-beware-third-party-hotel-](https://www.tmj4.com/news/national/booking-a-vacation-beware-third-party-hotel-booking-sites)
[booking-sites](https://www.tmj4.com/news/national/booking-a-vacation-beware-third-party-hotel-booking-sites) (last visited Feb. 10, 2020).

1 35. The Federal Trade Commission (“FTC”) issued a Report to Congress
2 titled “The Online Hotel Booking Market” (the “Report”).⁵ Among other things, the
3 Report indicates that it is aware of complaints from consumers that “thought they
4 were reserving their hotel rooms directly from an advertised hotel when they actually
5 were booking the room through a third-party reseller. Complaints also involve
6 concerns about payment and cancellation terms and other issues.”⁶

7 36. The FTC stated that it is “concern[ed] that third-party search ads and
8 webpages . . . are not sufficiently transparent about the marketer’s identity could
9 mislead consumers seeking to book a hotel room directly from an advertised hotel.”⁷

10 37. The FTC also observed that:

11 consumers who believe they are booking their hotel room directly from
12 the advertised hotel rather than from a reseller may take away from the
13 reseller’s representations or omissions that important terms and
14 conditions, such as payment or cancellation requirements, are the same
15 as if they booked their rooms directly from the hotels. If the reseller’s
16 terms differ from those frequently required by hotels, the failure to
17 disclose adequately the applicable information might mislead
18 consumers and adversely affect their ability to make informed purchase
19 decisions.⁸

20 38. Indeed, deceptive practices of third-party booking companies are so
21 rampant that Senator Steve Daines (R-MT) and Senator Amy Klobuchar (D-MN)
22 introduced legislation on July 23, 2019, titled “Stop Online Booking Scams Act of
23 2019.” Among other things, the proposed law would require all third-party booking
24 companies to disclose that they are not affiliated with the hotel.

25 ⁵ https://www.ftc.gov/system/files/documents/reports/online-hotel-booking-market-federal-trade-commission-report-congress-recommended-enforcement-actions/pl14500_ftc_report_to_congress_re_the_online_hotel_booking_market.pdf (last visited
26 Feb. 10, 2020).

27 ⁶ *Id.*

28 ⁷ *Id.*

⁸ *Id.*

1 39. Senator Klobuchar stated that “[A]s more and more people turn to online
2 booking websites to plan their travel, [the bill] will help to crack down on bad actors
3 and protect consumers.”⁹

4 40. In response to the bill, the President and CEO of the American Hotel &
5 Lodging Association stated:

6 According to recent research, consumers overwhelmingly (94 percent)
7 want to know who they are doing business with when booking a hotel
8 room online. Unfortunately, every day, deceptive websites, online ads
9 and search engines mislead thousands of consumers into believing they
are booking directly through a hotel’s website or their call center, when
in fact they have no relationship.¹⁰

10 41. As explained below, Defendant’s online ads and search engine results
11 mislead thousands of consumers into believing just that.

12 42. Defendant generates revenue through “Tax Recovery Charges & Service
13 Fees.” According to its confirmation email, the Tax Recovery Charges & Service Fees
14 are described as follows:

15 This charge includes the estimated amount we pay the hotel for
16 occupancy related taxes owed by the hotel and any amounts charged to
17 us for resort fees, cleaning fees, and other fees. The balance of the charge
18 is a fee we, the hotel supplier and/or the website you booked on, retain
as part of the compensation for our and/or their services which varies
based on factors such as location, the amount, and how you booked.

19 Defendant does not disclose these fees to consumers at the time of booking, regardless
20 of whether consumers attempt to book accommodations online or by phone.

21 43. Rather, Defendant adds these exorbitant fees to previously-quoted room
22 rates only after consumers provide their credit card information to Defendant. Indeed,
23 as Defendant is well-aware, if it were to disclose the fees in addition to the advertised
24 price of the hotel, no consumer would pay such a markup because the outrageous
25 price would alert the consumer to the fact that the entity they are booking with is

26 _____
27 ⁹ <https://www.klobuchar.senate.gov/public/index.cfm/2019/8/klobuchar-daines-introduce-bill-to-stop-online-booking-scams> (last visited Feb. 10, 2020).

28 ¹⁰ <https://www.ahla.com/press-release/hotel-industry-commends-introduction-bipartisan-legislation-shield-consumers-online> (last visited Feb. 10, 2020).

1 Defendant, and not the hotel itself. Plaintiffs and Class members thus do not assent to
2 paying these undisclosed fees and do so involuntarily.

3 44. Moreover, the fee does not allow the actual hotel with which the
4 reservation was made to “recover” fees for taxes or services, nor does Defendant ever
5 pay any portion of the fee to the intended hotel. Rather, Defendant appends a fee to
6 every reservation in order to generate undeserved revenue at the consumer’s
7 expense.¹¹

8 **B. Defendant’s Travel Agency Agreement is Unconscionable and Unenforceable**

9 45. Defendant likely will seek to enforce its unconscionable “Travel Agency
10 Agreement.” Among other things, the agreement seeks to limit Defendant’s liability,
11 automatically enrolls all customers in a “VIP Program” with a yearly fee that is not
12 disclosed on the customers’ confirmation email, includes a Texas choice of law
13 provision, and requires a Texas venue for any disputes.

14 46. For customers making reservations through the telephone, the Travel
15 Agency Agreement is never disclosed.

16 47. The only way to access the alleged “terms and conditions” is to navigate
17 back to the home page, scroll to the very bottom of the page, and click “Terms.” The
18 terms and conditions consist of fourteen, single-spaced pages and 10,000 words, are
19 inaccessible from the reservation page, and—beyond a single reference in
20 paragraph 35 thereto—never disclose that Defendant plans to subject customers to
21 substantial and previously undisclosed Tax Recovery and Service Fees that are a pure
22 surcharge intended to allow Defendant to profit from its deceptive business practices.

23 48. Plaintiffs and all those similarly situated thus never assent to the “terms
24 and conditions” prior to transacting business with Defendant.

25 49. The “terms and conditions” are unconscionable and unenforceable.
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28 ¹¹ See, e.g., <https://www.elliott.org/travel-problems/avoid-most-expensive-service-fee/> (last visited Feb. 10, 2020).

1 50. The “terms and conditions” are procedurally unconscionable because
2 consumers did not freely consent to them because oppression and surprise tainted the
3 agreement’s alleged formation. Those who made reservations with Defendant over
4 the telephone did not have the “terms and conditions” disclosed to them, nor were
5 they able to discover them on their own because as consumers have alleged that
6 Defendant has falsely represented itself as affiliated with the hotels and fails to
7 disclose it is a third-party booking company. Those who made reservations online
8 were not provided with a working hyperlink to the terms and conditions.

9 51. The “terms and conditions” are substantively unconscionable because
10 they are oppressively one-sided. In addition to failing to provide consumers like
11 Plaintiffs a meaningful opportunity to assent to, let alone review, the terms and
12 conditions prior to sale, Defendant seeks, among other things, to automatically enroll
13 customers into its “Travel Agent VIP Program” whereby Defendant authorizes itself
14 to charge all customers a \$10 yearly fee that “will not be assessed as a separate line
15 item” but instead is lumped into the “Tax Recovery Charges & Service Fees.” This is
16 done to conceal the existence of the yearly fee from consumers. Defendant also states
17 the membership fee will not be reimbursed even if the customer cancels their
18 reservation. The VIP program is not disclosed until paragraph 10.

19 52. The “terms and conditions” also are substantively unconscionable
20 because they authorize Defendant to (1) file a lawsuit against its customers when they
21 request a chargeback from their credit or debit card company; and (2) charge its
22 customers’ credit or debit card to recovery any attorneys’ fees Defendant incurs “to
23 enforce” the “terms and conditions.”

24 **C. Defendant’s Illusory Cancellation Policy**

25 53. Defendant also defrauds consumers by misrepresenting the nature of its
26 non-existent cancellation policy, which Defendant uses a shield to retain ill-gotten
27 Tax Recovery and Service Fees it fails to disclose to customers prior to booking, and
28

1 impeding customers' efforts to cancel their reservations within the time frame
2 provided by the hotels at which they booked.

3 54. The terms and conditions which Defendant fails to disclose to its
4 customers provide that

5 [e]ach reservation is subject to the providers' cancellation policy, which
6 varies by provider. In the case of hotels, condos, and room reservations
7 the typical service provider usually requires notice of cancellation 24 to
8 72 hours prior to your arrival date. You may cancel your prepaid hotel
reservation(s), but you will be charged the cancellation or change fee as
stated on your confirmation receipt or indicated in the cancellation
policy for the hotel.

9 55. Defendant thus *purports* to inform customers—albeit unsuccessfully—
10 that (1) most reservations may be cancelled for no charge within the provider's
11 allowable cancellation period, and (2) prepaid reservations may be subject to a
12 cancellation or change fee stated on a receipt customers do not receive until *after* they
13 have provided their credit card information and booked a room.

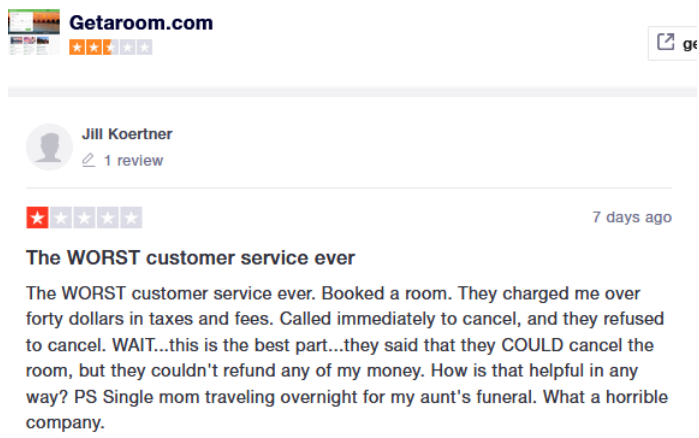
14 56. Elsewhere in its undisclosed terms and conditions, Defendant reiterates
15 that “[t]here is NO change or cancellation fee charged if the customer has booked on
16 most published rental car charges, dining reservations, hotel rates, airline reservations
17 and service fees charged by Travel Agent.” Accordingly, consumers like Plaintiffs
18 who seek to cancel their reservations upon discovering Defendant imposed previously
19 undisclosed fees should be able to do so at will.

20 57. Yet, as Plaintiffs' experience demonstrates, Defendant willfully
21 frustrates its customers' efforts to do so by seeking to impose a cancellation fee when
22 none applies, all in an effort to line its own pockets at consumers' expense.¹²

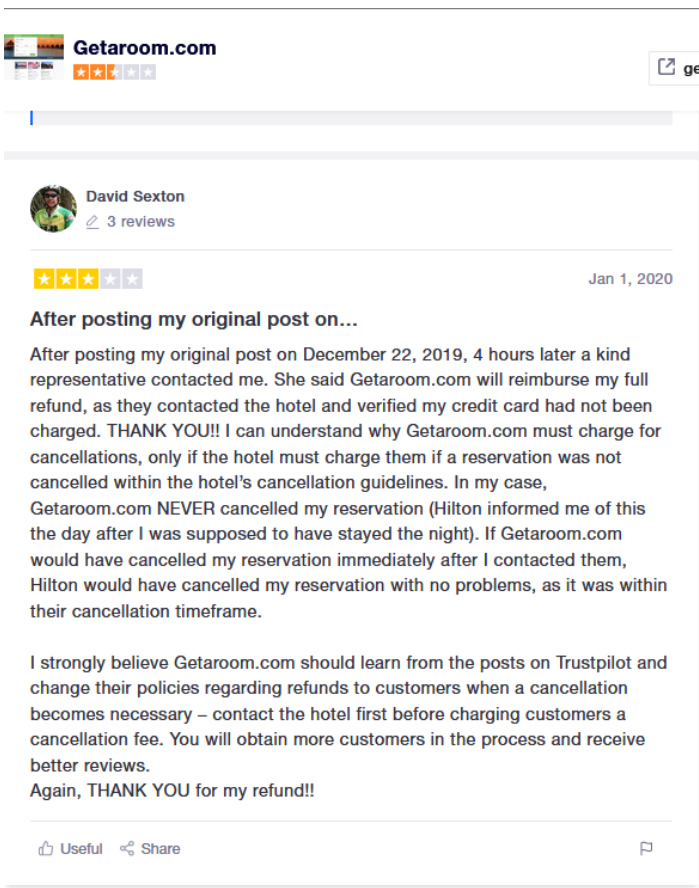
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28 ¹² <https://www.trustpilot.com/review/getaroom.com?page=3> (last visited Feb. 10, 2020).

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58. Customers also report that Defendant often fails to respond to their cancellation requests, or attempts to dissuade them from cancelling by threatening to impose a hotel-mandated cancellation fee when non-exists,¹³ all of which deprive customers of the ability to avoid Defendant’s outrageous fees following booking.



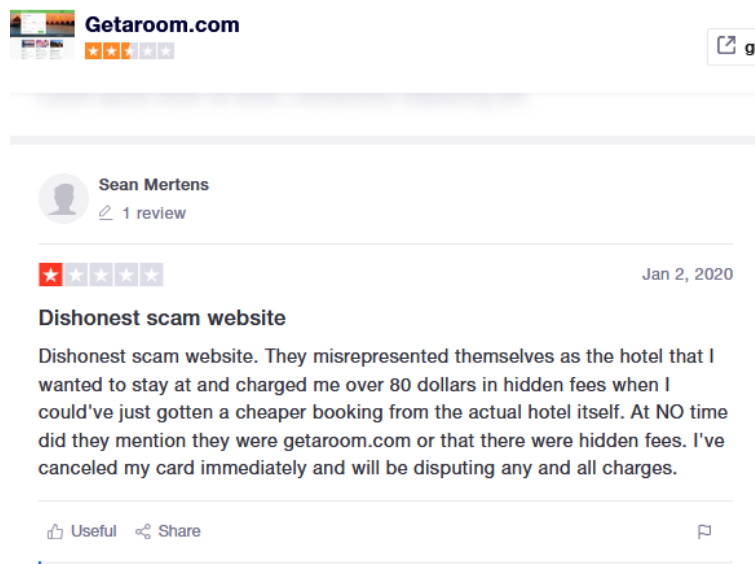
¹³ <https://www.trustpilot.com/review/getaroom.com?page=4> (last visited Feb. 10, 2020).

1 59. Further, even when Defendant forbears from imposing a cancellation fee,
2 it retains a fee purportedly paid in exchange for membership in its “VIP Program,”
3 which provides nothing in the way of services or benefits:

4 There are some rates and membership fees that are specifically identified
5 as nonrefundable that cannot be refunded once the service, car rental,
6 cruise, or hotel room is booked. Travel Agent will retain the \$10.00 VIP
7 Membership fee as processing fee if the customer changes or cancels
reservations booked from Travel Agent’s unpublished rates (e.g. call
center only specials or pre-negotiated promotions for any Travel Agent
Service.)

8 The terms go on to reiterate that the “[VIP] membership fee will not be reimbursed
9 even if the services by Travel Agent are cancelled.”

10 60. Moreover, customers who book a non-refundable room, often
11 unwittingly, have no recourse upon discovering Defendant’s undisclosed fees beyond
12 cancelling their credit card and seeking assistance from their financial institution.¹⁴



23 61. Defendant thus not only defrauds consumers at the point of sale, its
24 practices also effectively prohibit consumers from securing a refund once they
25 discover Defendant’s fraud, forcing customers to pay Defendant’s supracompetitive
26 room rates and exorbitant and undisclosed fees under duress and involuntarily.

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28 ¹⁴ <https://www.trustpilot.com/review/getaroom.com?page=3> (last visited Feb. 10, 2020).

1 **D. Consumer Complaints**

2 62. Plaintiffs' experiences are by no means an isolated or outlying
3 occurrence. Indeed, the internet is replete with complaints from Class members who
4 were misled and deceived by Defendant.

5 63. On Defendant's Better Business Bureau page, it has a one-star rating out
6 of five. Many commenters indicate they would give Defendant a zero-star rating if
7 possible. Below is a sampling of complaints:

8  Alison T
9 ★★★★★ 10/24/2019

10
11 I believed I was booking on the Don Cesar hotel website. While your advertised room
12 rate of 189.88 was reasonable. Your recovery fee of \$72.37 is unacceptable and
13 should be considered fraudulent. This does not cover the hotel's resort fee which we
14 had to pay in addition to Getaroom's total fee of \$262.25. The most disconcerting
15 fact is that according to the hotel, you are only paying them a room fee of \$161.40.
16 Hence, Getaroom.com charged us \$262.25 and you paid the hotel \$161.40. You
17 made \$100 on what I consider to be false advertising. Nowhere on the website did it
18 say Getaroom.com when I made the reservation and your email reads Guest
19 Reservations. It wasn't until speaking with the hotel that I could see what had
20 happened and it was nonrefundable. You are scamming the public and should be
21 taken to court. A \$100 overcharge is fraud and Getaroom.com's business license
22 should be revoked. I have tried to reach Getaroom.com by phone and am not able to
23 ever get a person on the line. I had hoped this was an error that Getaroom.com
24 would like to resolve.

18  Justin H
19 ★★★★★ 10/28/2019

20
21 SCAM SCAM SCAM As many others have experienced, I believed I had made a
22 reservation directly on the Holiday Inn website. Immediately after checkout, my credit
23 card was charged. I then received an email from "Getaroom.com" with a confirmation
24 for a different hotel! I had been booked at the Best Western! However, I was still
25 under the impression that I had booked directly through the hotel (because they
26 spoof the URL, e.g. www.reservations.holidayinn.com). When I checked in at the hotel
27 I did not recognize the "card on file" and had the hotel change it to my personal card.
28 My initial thought was that there was just a mistake at the hotel. The staff did not
know that this was a "3rd party booking". I called GetaRoom.com for a refund and
invested nearly an hour of my life that I'll never get back talking to a representative in
Bali, or some foreign place. We talked in circles and the customer service rep had the
same canned responses. I really do feel sorry for the schmucks that have no other
employment opportunity but to work for a scam company like GetaRoom.com. I
wonder what the "pitch" is at their recruiting fairs... I bet the employees feel as
scammed as I did.

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JOHN C
★★★★★

10/24/2019

THIEVES. STAY AWAY FROM THIS COMPANY! I mistakenly went through this site thinking it was the real hotel website for a business trip, when planes changed a month ahead of time they kept 100% of my money, they refused to refund any of it or change dates. stay away from getaroom.com



Donna D
★★★★★

10/05/2019

9/02/19 We called a LA QUINTA Hotel in AUSTIN, TX making a 2 night stay for a family funeral 9/27 & 9/28 . After checking our credit card GETAROOM CHARGED US FULL AMOUNT plus 35% money increase ALMOST A MONTH BEFORE OUR STAY. These people somehow intercepted the call to the LA QUINTA, THEN BOOKED US INTO SOMETHING CALLED AN EXTENDED CARE HOTEL WITH AN 'F' HOTEL RATING! They were extremely rude & their English was very bad, no refund no cancellation policy. They are completely a fraud company that needs to be closed. We have contacted our credit card company & CC attorneys to help solve this issue. FRAUD AT ITS HIGHEST FORMδ??;j



James A
★★★★★

10/01/2019

I hate to repeat a theme but this is a fraudulent misleading company. I wish I could give them negative stars. I don't see how they could have an A+ rating when almost all their reviews and complaints are negative. I thought I was booking a Holiday Inn Riverview SC based on me Google searching. But after getting the receipt I found out it was through this company that added horrendous charges. When I tried to contact them to try to cancel and get a refund they opened a "complaint ticket" and said they would contact me within 7 days and despite me emailing them multiple times in the 2 weeks after they never responded. I finally called them and they said they couldn't do anything for me because it was a no refund reservation. I explained that I tried wouldn't have made a reservation through them if they didn't have the holiday inn logo in big bold letters. They claimed that there information is at the top of the page (in small letters) They refused to cancel my reservations and only offered a 20% refund on their fee. I tried to explain to them that I wanted to cancel the whole reservation as I felt that I was defrauded by them. Them refused to do anything. I'm filing a complaint with BBB and going to file a complaint with the Texas Attorney General's as well as my local Attorney General. I am also going to have my credit card company dispute the charge with them! Avoid this company at any cost

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Michele M
★★★★★

09/30/2019

HORRIBLE RESERVATION SERVICE! I thought I was booking through the hotel and it was a thirty-party agency that added fees. I called to cancel right away and after arguing with them, they canceled the room, but they didn't refund my money. I then saw they didn't credit the money back to me after I received my credit card statement. I called to speak with the customer support team and was put on hold for thirty minutes. They still wouldn't credit me. I called my credit card company to dispute the charges. This company is corrupt!



Jo B
★★★★★

09/18/2019

I would leave 0 stars if I could. This is a misleading scam. I thought I was booking through the hotel website. I booked the room to attend a conference, so called the listed number, which I thought was the hotel, and asked for the conference room rate. They said they were out of discounted rooms, which should have clued me into the fact that this wasn't the actual hotel but it did not. The whole exchange was intense, which also should have clued me in. As I need to attend this conference I went through the booking process. I didn't do the math when she gave me the total and only realized after receiving my confirmation email that I was charged \$94 in service fees (the room was only \$88 a night!). When I realized I had not gone through the hotel, I went directly to the hotel website, where I could have gotten the room without the fee, so almost \$100 less. The hotels that contract with GetARoom should rethink their policies. I contacted ***** directly and there was nothing they could do. Even though not their fault, I will likely stick with chains I haven't been scammed when trying to reserve a room.



Gary M
★★★★★

09/13/2019

I won't repeat all that is below, as most of it is exactly what I experienced. They are misleading. I thought I was speaking with the hotel directly. At no point did the person I was speaking to tell me he wasn't with the hotel chain I thought I was calling. When I called today to express my dissatisfaction, they were conveniently having a software problem and I needed to call back later. I've been unable to get someone on the phone since. I actually made the flight I thought I would miss, and the hotel was willing to cancel without penalty until she realized, "Oh, you didn't book through us. You booked through a third party." That is the first time I confirmed what I thought was wrong. Stay clear.

64. There are also thousands of complaints on third-party websites relating to Defendant's deceptive business practices. One such review states:

1 This company is a complete scam. I wanted to book a one night stay in
2 Denver, CO for my unit's Marine Corps Birthday Ball. I searched for the
3 hotel website and found an ad sponsored website that showed the hotel's
4 name in the URL. After clicking on this link I was taken to a website I
5 thought was the hotel's website. When I clicked on the room I wanted I
6 was taken to getaroom.com, which I thought was a website contracted
7 by the hotel to handle their booking. The price for the room was listed as
8 \$119 for a single king size bed. I clicked on the book now button and
9 was taken to a page which stated their no refund no cancellation policy
10 and then asked for my credit card information. I gave it and clicked
11 submit. I then was taken to the summary page saying my card was
12 charged \$210.02!!! I want to make it clear, no where during this process
13 was the total amount of what was being charged displayed!

14 I looked at my confirmation email which showed I was charged \$148.75
15 for the room and \$61.27 on "tax recovery charges and service fees"
16 (again, this was not displayed to me prior to purchasing the room). I then
17 went back to the website and hit the back button to the page I saw the
18 room. The room literally changed prices before my eyes from \$119 to
19 \$148.

20 I immediately called customer service to ask for a refund. I was told
21 repeatedly by a very rude female that she could only give me a 10%
22 inconvenience fee refund but could not refund the money because of
23 their policy. I repeatedly asked for a manager but was told "they are with
24 another customer" and they were "just going to tell me the same thing".
25 They refused to transfer me to the manager until I threatened to report
26 this charge as fraudulent with my credit card company. I was then told I
27 would be transferred to a "specialist" who could assist me. After sitting
28 for a further 33 minutes on hold, I heard an automatic recording state,
"this number is not a working number". . .¹⁵

65. Another user on the same website posted the following:

They are not ethical. For me, they used a website that appeared to be the
actual hotel website, did not identify themselves when they should have,
and did not mention booking fees while they charged a 30 percent
booking fee for a room that was its normal price. They were supposed
to cancel charges on my credit card and did not. STAY AWAY!¹⁶

66. There are over 1,000 one-star reviews, *alone*, on the consumer website
www.sitejabber.com.

67. Nor is Defendant unaware that its practices deceive and defraud
consumers. On one website, trustpilot.com, thousands of consumers have complained
of the unlawful practices described herein and Defendant's failure to respond to their

¹⁵ <https://www.sitejabber.com/reviews/getaroom.com> (last visited Feb. 10, 2020).
(review by Ian S. on Nov. 12, 2019).

¹⁶ *Id.* (answer by Larry S. on May 18, 2016).

1 subsequent inquiries. Only once consumers have made their grievances public does
 2 Defendant respond on the website and claim a representative “will review your case
 3 and reach out to you” because “[o]ur goal with your Trustpilot review is to promptly
 4 work for your satisfaction resulting in your improving the star rating.”¹⁷ In other
 5 words, Defendant addresses its customers’ concerns only if those concerns threaten
 6 to impede Defendant’s ability to continue to perpetuate its deceptive practices.

7 CLASS ACTION ALLEGATIONS

8 68. Plaintiffs bring this action on Plaintiffs’ own behalf, and on behalf of the
 9 following Class pursuant to Fed R. Civ. P. 23(a), 23(b)(2), and/or 23(b)(3):

10 Nationwide Class:

11 All persons or entities in the United States who purchased a hotel reservation
 12 through Defendant.

13 or, in the alternative,

14 Multi-State Consumer Protection Class:

15 All persons or entities in California or any state with similar laws¹⁸ who
 16 purchased a hotel reservation through Defendant.

17 ¹⁷ <https://www.trustpilot.com/review/getaroom.com> (last visited Feb. 10, 2020).

18 ¹⁸ While discovery may alter the following, Plaintiffs assert that the other states with
 19 similar consumer fraud laws under the facts of this case include, but are not limited
 20 to: Arkansas (Ark. Code § 4-88-101, *et seq.*); Colorado (Colo. Rev. Stat. § 6-1-101,
 21 *et seq.*); Connecticut (Conn. Gen. Stat. § 42-110, *et seq.*); Delaware (Del. Code tit. 6,
 22 § 2511, *et seq.*); District of Columbia (D.C. Code § 28-3901, *et seq.*); Florida (Fla.
 23 Stat. § 501.201, *et seq.*); Hawaii (Haw. Rev. Stat. § 480-1, *et seq.*); Idaho (Idaho Code
 24 § 48-601, *et seq.*); Illinois (815 ICLS § 505/1, *et seq.*); Maine (Me. Rev. Stat. tit. 5
 25 § 205-A, *et seq.*); Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq.*); Michigan
 26 (Mich. Comp. Laws § 445.901, *et seq.*); Minnesota (Minn. Stat. § 325F.67, *et seq.*);
 27 Missouri (Mo. Rev. Stat. § 407.010, *et seq.*); Montana (Mo. Code. § 30-14-101, *et*
 28 *seq.*); Nebraska (Neb. Rev. Stat. § 59 1601, *et seq.*); Nevada (Nev. Rev. Stat.
 § 598.0915, *et seq.*); New Hampshire (N.H. Rev. Stat. § 358-A:1, *et seq.*); New Jersey
 (N.J. Stat. § 56:8-1, *et seq.*); New Mexico (N.M. Stat. § 57-12-1, *et seq.*); New York
 (N.Y. Gen. Bus. Law § 349, *et seq.*); North Dakota (N.D. Cent. Code § 51-15-01, *et*
seq.); Oklahoma (Okla. Stat. tit. 15, § 751, *et seq.*); Oregon (Or. Rev. Stat. § 646.605,
et seq.); Rhode Island (R.I. Gen. Laws § 6-13.1-1, *et seq.*); South Dakota (S.D. Code
 Laws § 37-24-1, *et seq.*); Texas (Tex. Bus. & Com. Code § 17.41, *et seq.*); Virginia
 (VA Code § 59.1-196, *et seq.*); Vermont (Vt. Stat. tit. 9, § 2451, *et seq.*); Washington
 (Wash. Rev. Code § 19.86.010, *et seq.*); West Virginia (W. Va. Code § 46A-6- 101,
et seq.); and Wisconsin (Wis. Stat. § 100.18, *et seq.*). *See Mullins v. Direct*
Digital, LLC, No. 13-cv-1829, 2014 WL 5461903 (N.D. Ill. Sept. 30, 2014), *aff’d*,
 795 F.3d 654 (7th Cir. 2015).

1 or, in the alternative,

2 **California Class:**

3 All persons or entities in California who purchased a hotel reservation through
4 Defendant.

5 69. Together, the Nationwide Class, the Multi-State Consumer Protection
6 Class and/or California Class will be referred to collectively as the “Class” or the
7 “Classes.” Excluded from the Classes are: (i) Defendant, any entity in which any
8 Defendant has a controlling interest or which has a controlling interest in any
9 Defendant, and Defendant’s legal representatives, predecessors, successors and
10 assigns; (ii) governmental entities; (iii) Defendant’s employees, officers, directors,
11 agents, and representatives and their family members; (iv) all persons who make a
12 timely election to be excluded from the Class; and (v) the Judge and staff to whom
13 this case is assigned, and any member of the Judge’s immediate family.

14 70. Plaintiffs reserve the right to modify, change or expand the Class
15 definition.

16 71. Numerosity: Upon information and belief, the Class is so numerous that
17 joinder of all members is impracticable. While the exact number and identities of
18 individual members of the Class are unknown at this time, such information being in
19 the sole possession of Defendant and obtainable by Plaintiffs only through the
20 discovery process, Plaintiffs believe there are tens of thousands, if not hundreds of
21 thousands, of Class members.

22 72. Existence and Predominance of Common Questions of Fact and Law:
23 Common questions of law and fact exist as to all members of the Class. These
24 questions predominate over the questions affecting individual Class members. These
25 common legal and factual questions include, but are not limited to:

26 a. whether Defendant’s advertisements and websites are false and
27 misleading;

1 b. whether Defendant intentionally designs its websites to mimic
2 websites from hotel chains;

3 c. whether Defendant conceals, or fails to adequately disclose, the
4 alleged no-cancellation policy;

5 d. whether Defendant conceals, or fails to adequately disclose, Tax
6 Recovery Charges & Service Fees to consumers prior to sale; and

7 e. whether Defendant is liable to Plaintiffs and the Class under
8 applicable consumer protection statutes;

9 73. Typicality: All of Plaintiffs' claims are typical of the claims of the Class
10 since Plaintiffs purchased a reservation through Defendant, as did each member of the
11 Class. Furthermore, Plaintiffs and all members of the Class sustained monetary and
12 economic injuries including, but not limited to, ascertainable loss arising out of
13 Defendant's wrongful conduct. Plaintiffs are advancing the same claims and legal
14 theories on behalf of Plaintiffs and all absent Class members.

15 74. Adequacy: Plaintiffs are adequate because their interests do not conflict
16 with the interests of the Class they seek to represent, Plaintiffs have retained counsel
17 competent and highly experienced in complex class action litigation, and Plaintiffs
18 intend to prosecute this action vigorously. The interests of the Class will be fairly and
19 adequately protected by Plaintiffs and Plaintiffs' counsel.

20 75. Superiority: A class action is superior to all other available means of fair
21 and efficient adjudication of the claims of Plaintiffs and members of the Class. The
22 injury suffered by each individual Class member is relatively small in comparison to
23 the burden and expense of individual prosecution of the complex and extensive
24 litigation necessitated by Defendant's conduct. It would be virtually impossible for
25 members of the Class to individually and effectively redress the wrongs done to them.
26 Even if the members of the Class could afford such individual litigation, the court
27 system could not. Individualized litigation presents a potential for inconsistent or
28 contradictory judgments. Individualized litigation also increases the delay and

1 expense to all parties, and to the court system, presented by the complex legal and
2 factual issues of the case. By contrast, the class action device presents far fewer
3 management difficulties, and provides the benefits of single adjudication, economy
4 of scale, and comprehensive supervision by a single court. Upon information and
5 belief, members of the Class can be readily identified and notified based on, *inter alia*,
6 Defendant's booking records and complaint database.

7 76. Defendant has acted, and refused to act, on grounds generally applicable
8 to the Class, thereby making appropriate final equitable relief with respect to the Class
9 as a whole.

10 **VIOLATIONS ALLEGED**

11 **COUNT I**

12 **VIOLATIONS OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT**
13 **("CLRA")**
14 **(On Behalf of the California Class)**

15 77. Plaintiffs incorporate by reference all allegations of the preceding
16 paragraphs as though fully set forth herein.

17 78. Plaintiffs bring this action individually and on behalf of the California
18 Class.

19 79. Defendant is a person as that term is defined in Cal. Civ. Code § 1761(c).

20 80. Plaintiffs and the Class are "consumers" as that term is defined in Cal.
21 Civ. Code § 1761(d).

22 81. Defendant engaged in unfair and deceptive acts in violation of the CLRA
23 by the practices described above, and by knowingly and intentionally concealing from
24 Plaintiffs and Class members that Defendant is a third-party booking company and it
25 would charge exorbitant fees that it failed to adequately disclose prior to making
26 reservations. These acts and practices violate, at a minimum, the following sections
27 of the CLRA:

28 (a)(2) Misrepresenting the source, sponsorship, approval or certification
of goods or services;

1 (a)(5) Representing that goods or services have sponsorships,
2 characteristics, uses, benefits or quantities which they do not have, or
3 that a person has a sponsorship, approval, status, affiliation or
4 connection which he or she does not have;

5 (a)(7) Representing that goods or services are of a particular standard,
6 quality, or grade, or that goods are of a particular style or model, if they
7 are of another; and

8 (a)(9) Advertising goods and services with the intent not to sell them as
9 advertised.

10 82. Defendant has engaged in deception, fraud, unfair practices, and
11 concealment by the conduct, statements, and omissions described above, and by
12 knowingly and intentionally concealing from Plaintiffs and the California Class
13 members that Defendant is not a hotel, consumers could not cancel reservations made
14 with Defendant as when booking with a hotel, and consumers were charged hidden
15 fees not disclosed until after sale.

16 83. Defendant was under a duty to Plaintiffs and the California Class
17 members to disclose these facts because:

18 a. Defendant was in a superior position to know the true state of
19 facts;

20 b. Plaintiffs and the Class members could not reasonably have been
21 expected to learn or discover the facts solely within Defendant's possession;

22 c. Defendant knew that Plaintiffs and the Class members could not
23 reasonably have been expected to learn or discover those facts; and

24 d. Defendant actively concealed and failed to disclose the
25 aforementioned material facts from Plaintiffs and the Class.

26 84. In failing to disclose the aforementioned facts at the time of sale,
27 Defendant has knowingly and intentionally concealed material facts and breached its
28 duty not to do so.

85. The facts concealed or not disclosed by Defendant to Plaintiffs and the
California Class members are material in that a reasonable consumer would have
considered them to be important in deciding whether to make reservations through

1 Defendant or through the hotel itself. Had Plaintiffs and the California Class members
2 known about the true facts, they would not have made reservations through
3 Defendant.

4 86. Plaintiffs and the other California Class members were injured as a result
5 of Defendant's conduct in that Plaintiffs and the other California Class members made
6 reservations they otherwise would not have made, overpaid for their reservations and
7 did not receive the benefit of their bargain. These injuries are the direct and natural
8 consequence of Defendant's misrepresentations and omissions.

9 87. The injuries suffered by Plaintiffs and the California Class members are
10 greatly outweighed by any potential countervailing benefit to consumers or to
11 competition, nor are they injuries that Plaintiffs and the California Class members
12 should have reasonably avoided.

13 88. Plaintiffs and the other California Class members' injuries were
14 proximately caused by Defendant's fraudulent and deceptive business practices.

15 89. Plaintiffs provided Defendant with notice of its violations of the CLRA
16 pursuant to Cal. Civ. Code § 1782(a) on February 7, 2019, and currently seek only
17 injunctive relief under the CLRA. After the 30-day notice period expires under the
18 CLRA, Plaintiffs will amend their complaint to seek monetary damages under the
19 CLRA.

20 90. Defendant's conduct in this regard was wanton, willful, outrageous, and
21 in reckless indifference to the rights of Plaintiffs and the other California Class
22 members and, as such, warrants punitive damages.

23 **COUNT II**

24 **VIOLATIONS OF CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200**
25 **(On Behalf of the California Class)**

26 91. Plaintiffs incorporate by reference all allegations of the preceding
27 paragraphs as though fully set forth herein.

28

1 92. Plaintiffs bring this action individually and on behalf of the California
2 Class.

3 93. The California Unfair Competition Law (“UCL”) prohibits acts of
4 “unfair competition,” including any “unlawful, unfair or fraudulent business act or
5 practice” and “unfair, deceptive, untrue or misleading advertising.” Cal. Bus. & Prof.
6 Code § 17200.

7 94. Defendant has engaged in unfair competition and unfair, unlawful or
8 fraudulent business practices by the conduct, statements, and omissions described
9 above, and by knowingly and intentionally concealing from consumers that
10 Defendant is not a hotel, consumers could not cancel reservations made with
11 Defendant as when booking with a hotel, and consumers were charged hidden fees
12 not disclosed until after sale. Defendant should have disclosed this information
13 because it was in a superior position to know the true facts, and Plaintiffs and
14 California Class members could not reasonably be expected to learn or discover the
15 aforementioned facts.

16 95. These acts and practices have deceived Plaintiffs and are likely to
17 deceive the public. In failing to disclose the aforementioned facts and suppressing
18 other material facts from Plaintiffs and the California Class members, Defendant
19 breached its duties to disclose these facts, violated the UCL, and caused injuries to
20 Plaintiffs and the California Class members. The omissions and acts of concealment
21 by Defendant pertained to information that was material to Plaintiffs and the
22 California Class members, as it would have been to all reasonable consumers.

23 96. The facts concealed or not disclosed by Defendant to Plaintiffs and the
24 California Class members are material in that a reasonable consumer would have
25 considered them to be important in whether to make reservations with Defendant or
26 through the hotel itself. Had Plaintiffs and the California Class members known about
27 the facts concealed by Defendant, they would not have purchased made reservations
28 with Defendant.

1 known, or which by the exercise of reasonable care should be known, to
2 be untrue or misleading.

3 105. Defendant caused to be made or disseminated throughout California and
4 the United States, through advertising, marketing and other publications, statements
5 that were untrue or misleading, and which were known, or which by the exercise of
6 reasonable care should have been known to Defendant, to be untrue and misleading
7 to consumers, including Plaintiffs and the other California Class members.

8 106. Defendant has violated Cal. Bus. & Prof. Code § 17500 because the
9 misrepresentations and omissions regarding Defendant not being a hotel, that
10 consumers could not cancel reservations made with Defendant as when booking with
11 a hotel, and that consumers were charged hidden fees not disclosed until after sale as
12 set forth in this Complaint were material and likely to deceive a reasonable consumer.

13 107. Plaintiffs and the other California Class members have suffered an injury
14 in fact, including the loss of money or property, as a result of Defendant's unfair,
15 unlawful, and/or deceptive practices. In making reservations with Defendant,
16 Plaintiffs and the other California Class members relied on the aforementioned
17 misrepresentations and/or omissions of Defendant. Defendant's representations were
18 untrue because Defendant is not a hotel, consumers could not cancel reservations
19 made with Defendant as if they had booked with a hotel, and they were charged hidden
20 fees not disclosed until after sale. Had Plaintiffs and the other California Class
21 members known this, they would not have made reservations with Defendant.
22 Accordingly, Plaintiffs and the other California Class members did not receive the
23 benefit of their bargain.

24 **COUNT IV**

25 **VIOLATION OF STATE CONSUMER PROTECTION STATUTES**
26 **(On Behalf of the Multi-State Consumer Protection Class)**

27 108. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.
28

1 109. Plaintiffs bring this action individually and on behalf of the Multi-State
2 Consumer Protection Class.

3 110. Plaintiffs and Multi-State Consumer Protection Class members have
4 been injured as a result of Defendant's violations of the state consumer protection
5 statutes listed above in paragraph 69 and footnote 18, which also provide a basis for
6 redress to Plaintiffs and Multi-State Consumer Protection Class members based on
7 Defendant's fraudulent, deceptive, unfair and unconscionable acts, practices and
8 conduct.

9 111. Defendant's conduct as alleged herein violates the consumer protection,
10 unfair trade practices and deceptive acts laws of each of the jurisdictions
11 encompassing the Multi-State Consumer Protection Class.

12 112. Defendant has engaged in deception, fraud, unfair practices, and
13 concealment by the conduct, statements, and omissions described above, and by
14 knowingly and intentionally concealing from consumers that Defendant is not a hotel,
15 consumers could not cancel reservations made with Defendant as when booking with
16 a hotel, and consumers were charged hidden fees not disclosed until after sale.

17 113. Defendant violated the Multi-State Consumer Protection Class states'
18 unfair and deceptive acts and practices laws by engaging in unfair or deceptive acts
19 or practices, including representing that making reservations through Defendant has
20 characteristics, uses, benefits, and qualities which they do not have; deceiving
21 consumers into believing Defendant is affiliated with the hotel when it is not;
22 advertising its services with the intent not to sell them as advertised; and otherwise
23 engaging in conduct likely to deceive.

24 114. The facts concealed or not disclosed by Defendant to Plaintiffs and the
25 Multi-State Consumer Protection Class Members are material in that a reasonable
26 consumer would have considered them to be important in whether to make
27 reservations with Defendant or through the hotel itself. Had Plaintiffs and the Multi-
28

1 State Consumer Protection Class members known about the facts concealed by
2 Defendant, they would not have purchased made reservations with Defendant.

3 115. Plaintiffs and the other Multi-State Consumer Protection Class members
4 were injured as a result of Defendant's conduct in that they made reservation they
5 otherwise would not have made and did not receive the benefit of their bargain. These
6 injuries are the direct and natural consequence of Defendant's misrepresentations and
7 omissions.

8 116. The injuries suffered by Plaintiffs and the Multi-State Consumer
9 Protection Class members are greatly outweighed by any potential countervailing
10 benefit to consumers or to competition, nor are they injuries that Plaintiffs and the
11 Multi-State Consumer Protection Class members should have reasonably avoided.

12 117. Plaintiffs and the other Multi-State Consumer Protection Class
13 members' injuries were proximately caused by Defendant's fraudulent and deceptive
14 business practices.

15 118. As a result of Defendant's violations, Defendant has been unjustly
16 enriched.

17 119. Pursuant to the aforementioned states' unfair and deceptive practices
18 laws, Plaintiffs and Multi-State Consumer Protection Class members are entitled to
19 recover compensatory damages, restitution, punitive and special damages, including
20 but not limited to, treble damages, reasonable attorneys' fees and costs and other
21 injunctive or declaratory relief as deemed appropriate or permitted pursuant to the
22 relevant law.

23 **COUNT V**

24 **FRAUDULENT CONCEALMENT**

25 **(On Behalf of the Nationwide Class or, alternatively, the Multi-State Consumer
26 Protection Class or, alternatively, the California Class)**

27 120. Plaintiffs incorporate by reference all allegations of the preceding
28 paragraphs as though fully set forth herein.

121. Plaintiffs bring this action individually and on behalf of the Class.

1 122. The misrepresentations, nondisclosure, and/or concealment of material
2 facts made by Defendant to Plaintiffs and the Class members, as set forth above, were
3 known, or through reasonable care should have been known, by Defendant to be false
4 and material and were intended to mislead Plaintiffs and the Class members.

5 123. Plaintiffs and the Class members were actually misled and deceived and
6 were induced by Defendant to make reservations they would not otherwise have
7 purchased, or would have paid substantially less for by making the reservations
8 directly with the hotel.

9 124. Plaintiffs and the other Class members have suffered an injury in fact,
10 including the loss of money or property, as a result of Defendant's unfair, unlawful,
11 and/or deceptive practices. In making reservations with Defendant, Plaintiffs and the
12 other Class members relied on the misrepresentations and/or omissions of Defendant
13 relating to the following facts: Defendant is not a hotel, consumers could not cancel
14 reservations made with Defendant as when booking with a hotel, and consumers were
15 charged hidden fees not disclosed until after sale. Had Plaintiffs and the other Class
16 members known this, they would not have made reservations with Defendant.
17 Accordingly, Plaintiffs and the other Class members overpaid for their reservations
18 and did not receive the benefit of their bargain.

19 125. As a result of the conduct of Defendant, Plaintiffs and the Class members
20 have been damaged in an amount to be determined at trial,

21 **COUNT VI**

22 **UNJUST ENRICHMENT**
23 **(On Behalf of the Nationwide Class or, Alternatively, on Behalf of the**
24 **California Class)**

25 126. Plaintiffs incorporate by reference all allegations of the preceding
26 paragraphs as though fully set forth herein.

27 127. Plaintiffs bring this action individually and on behalf of the Class.

28 128. Plaintiffs and members of the Class conferred a benefit on Defendant.

129. Defendant had knowledge that this benefit was conferred upon it.

1 130. Defendant has been, and continues to be, unjustly enriched at the expense
2 of Plaintiffs, and Defendant's retention of this benefit under the circumstances would
3 be inequitable.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs, on behalf of themselves and members of the Class,
6 respectfully requests that this Court:

7 A. determine that the claims alleged herein may be maintained as a class
8 action under Rule 23 of the Federal Rules of Civil Procedure, and issue an order
9 certifying the Class as defined above;

10 B. appoint Plaintiffs as the representatives of the Class and their counsel as
11 Class counsel;

12 C. award all actual, general, special, incidental, statutory, punitive, and
13 consequential damages to which Plaintiffs and Class members are entitled;

14 D. award pre-judgment and post-judgment interest on such monetary relief;

15 E. grant appropriate injunctive and/or declaratory relief, including, without
16 limitation, an order that requires Defendant to disclose it is not affiliated with any
17 hotel, that there is no-cancellations at any time, and to disclose all fees prior to
18 purchase;

19 F. award reasonable attorney's fees and costs; and

20 G. grant such further relief that this Court deems appropriate.

21 Dated: February 11, 2020

CARLSON LYNCH, LLP

22 By: /s/ Todd D. Carpenter

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*Attorneys for Plaintiffs and the Putative
Class*

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [GetARoom.com Fails to Adequately Disclose that It's a Third-Party Booking Company, Class Action Alleges](#)
