

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SANNA JESSE, individually and)	
on behalf of all others similarly situated,)	
)	
Plaintiff,)	
)	
v.)	No.:
)	
HILTON WORLDWIDE HOLDINGS,)	JURY TRIAL DEMANDED
INC.,)	
)	
Defendant.)	

CLASS ACTION COMPLAINT

Plaintiff, Sanna Jesse, individually and on behalf of all others similarly situated, through her undersigned counsel, alleges for her Class Action Complaint against Defendant, Hilton Worldwide Holdings, Inc. (“Hilton” or “Defendant”), based upon personal knowledge as to herself and her own acts and experiences, and, as to all other matters, upon information and belief, including the investigation conducted by her counsel as follows:

NATURE OF THE ACTION

1. This is a class action arising out of Defendant’s deceptive pricing and advertising scheme whereby Defendant misrepresented hotel room rates.
2. Hilton is misrepresenting the price that consumers can expect to pay for their hotel rooms. During the booking confirmation process, Hilton room rates are intentionally low, in an effort to make Hilton hotels appear less expensive than they actually are.
3. Hilton makes matters worse by never adequately informing consumers of the increased room rate until after they check out of the hotel.

4. Through its deceptive pricing and advertising scheme, Defendant uniformly represented and conveyed to consumers a false promise of a confirmed room rate.

5. As a result of this practice, Plaintiff and other class members overpaid for hotel rooms purchased from Defendant. Additionally, Plaintiff and class members have purchased hotel rooms they would not otherwise have purchased, or would have paid less for, had they known the true pricing. Plaintiffs and the class members have consequently suffered actual economic damages as a result of Defendant's unlawful conduct, as alleged further herein.

6. Defendant's bait and switch pricing scheme gives rise to the claims made herein for (1) violation of Section 2 of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2, (2) breach of contract, (3) promissory estoppel, (4) common law fraud, and (5) unjust enrichment alleged herein, in the alternative.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2), as this is a class action in which the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and is a class action in which members of the class, which number in excess of 100, are citizens of states different from Defendant.

8. Personal jurisdiction over Defendants is proper under 735 ILCS 5/2-209(a)(1) (transaction of any business within this State), (b)(4) (corporation doing business within this State), and/or (c) (any other basis now or hereafter permitted by the Illinois Constitution and the Constitution of the United States). 735 ILCS 5/2-209(b)(1),(4), and (c).

9. Venue is proper in this district pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events giving rise to the claim occurred in this district.

PARTIES

10. Plaintiff, Sanna Jesse, is a natural person domiciled in Chicago, Illinois. Plaintiff is a member of the class of the class defined herein.

11. Defendant Hilton Worldwide Holdings, Inc., is a multinational hospitality company organized under the laws of Delaware with its principal place of business in McLean, Virginia. Defendant owns, leases, manages, develops, and franchises hotels and resorts. Defendant is engaged in the sale and marketing of hotel rooms at issue herein.

BACKGROUND

12. Hilton has 15 brands across different market segments, including Conrad Hotels & Resorts, Canopy by Hilton, Curio - A Collection by Hilton, Hilton Hotels & Resorts, DoubleTree by Hilton, Embassy Suites Hotels, Hilton Garden Inn, Hampton by Hilton, Homewood Suites by Hilton, Home2 Suites by Hilton, Hilton Grand Vacations, Waldorf Astoria Hotels & Resorts, Tru by Hilton, Tapestry Collection by Hilton, and Motto by Hilton.

13. As of September 2018, Hilton's portfolio includes more than 5,500 properties (including timeshare properties) with over 894,000 rooms in 109 countries and territories.

14. In today's era of internet-based hotel booking, which allows for immediate price comparisons between dozens of hotels, hotels have a huge incentive to post base rates that are as low as possible in order to compete for customers.

15. Hilton is misrepresenting the price that consumers can expect to pay for their hotel rooms. Hilton promises consumers a lower room rate during the booking process, but then increases the room rate at check out.

16. The post-booking confirmation reflects a promise and representation to consumers by Hilton. Hilton represents and promises that it would provide consumers with a stay at the price quoted and confirmed.

17. Defendant conceals the fact that its prices are not going to be the nature advertised in order to deceive consumers into staying at one of its properties.

18. The booking confirmations sent to Plaintiff by Hilton broke down the “Rate per night” and taxes to give a “Total for Stay.”

19. At no point during the booking process did Hilton ever state that the “Rate per night” would increase.

20. During the booking process, Hilton’s booking website, and the language and the information therein provided, all reasonably led consumers to believe that the amount to be billed at the time of booking was the total amount they would be charged for their stay and that there would not be additional mandatory or non-optional charges assessed at check out.

21. It is standard practice in e-commerce for websites to provide the consumer with a page view that clearly states what the total price of the transaction is after all options have been selected. Hilton did not follow this industry custom and practice and hence acted in a manner that was deceptive and unfair.

22. Tripadvisor, a website that provides a forum for consumers to post reviews of their experiences with a hotel, include complaints from consumers regarding the practices alleged herein. Some examples, by no means exhaustive, appear below (errors in original):

Re: NYC hotel overcharge complaints referral

Love_Life_Sydney, Jun 14, 2018, 2:25 AM

Dear Baxter4019, Appreciate your comments, but it is clearly a room charge and the booking was made directly with Doubletree.

The hotel's confirmed quote was different from the final invoice. My mistake was not checking on the spot against the confirmed quote. Nevertheless I have a paper trail that clearly shows a difference in quote and final payment.

OVERCHARGED, Martin G, August 18, 2014

upon checking in, clerk failed to review/verify my confirmation room rate, thus charging me an astronomical charge of 4 times the room rate. this amount was preauthorized to my checking account and my funds were held for five business days. no solution was offered by this hotel location.

Overcharge, wwwwww167, March 6, 2017

We were with a cheer team for a competition. We were all given a certain rate. They gave everyone a receipt at checkout but the charge on our cards were more than the receipt showed. Issue not resolved!

Over Charged, DofSanMarino, October 23, 2017

I love Hampton Inns and I've never been over charged on rooms except at this location. Manager won't even call me back. So I'm refusing the charge. I had 3 rooms and Front Desk won't handle correct this and Manager won't call us back.

See *New York City Travel Forum*, Tripadvisor, [https://www.tripadvisor.com/ShowTopic-g60763-i5-k11655263-NYC_hotel_overcharge_complaints_referral-](https://www.tripadvisor.com/ShowTopic-g60763-i5-k11655263-NYC_hotel_overcharge_complaints_referral-New_York_City_New_York.html)

[New_York_City_New_York.html](https://www.tripadvisor.com/ShowTopic-g60763-i5-k11655263-NYC_hotel_overcharge_complaints_referral-New_York_City_New_York.html) (last visited July 12, 2019); *Hilton New York Fashion District*,

Tripadvisor, <https://www.tripadvisor.com/ShowUserReviews-g60763-d1601249-r222806638>

[Hilton New York Fashion District-New York City New York.html](https://www.tripadvisor.com/ShowUserReviews-g60763-d1601249-r222806638) (last visited July 12,

2019); *Hampton Inn & Suites Hoffman Estates*, Tripadvisor,

[https://www.tripadvisor.com/ShowUserReviews-g36141-d224317-r465090317-](https://www.tripadvisor.com/ShowUserReviews-g36141-d224317-r465090317-Hampton_Inn_Suites_Hoffman_Estates-Hoffman_Estates_Illinois.html)

[Hampton Inn Suites Hoffman Estates-Hoffman Estates Illinois.html](https://www.tripadvisor.com/ShowUserReviews-g36141-d224317-r465090317-Hampton_Inn_Suites_Hoffman_Estates-Hoffman_Estates_Illinois.html) (last visited July 12,

2019); and *Hampton Inn & Suites Santa Monica*, Tripadvisor,

[https://www.tripadvisor.com/ShowUserReviews-g33052-d10767402-r535656017-](https://www.tripadvisor.com/ShowUserReviews-g33052-d10767402-r535656017-Hampton_Inn_Suites_Santa_Monica-Hampton_Inn_Suites_Santa_Monica_California.html)

[Hampton Inn Suites Santa Monica-Santa Monica California.html](#) (last visited July 12, 2019), respectively.

23. Unbeknownst to Plaintiff and the Class, Defendant promised room rates that its hotel properties would not or could not honor, causing them to be overcharged for their stays.

FACTS RELATING TO PLAINTIFF

24. On or about September 11, 2017, Plaintiff booked a room for two nights at the Hampton Inn & Suites Tomball. Hilton quoted her a rate of \$134 for the first night and \$129 for the second night. After Plaintiff made her booking, Hilton sent her a confirmation via email, which reflected those rates. The post-booking confirmation prominently noted a “Rate per night” and a “Total for Stay.” On or about September 15, 2017, the post-stay receipt at the time of checkout showed that Plaintiff was charged a \$258.00 room rate for both nights. As a result, Plaintiff experienced a loss of \$253.00.

25. On or about September 11, 2017, Plaintiff booked a second room for two nights at the Hampton Inn & Suites Tomball. Hilton quoted her a rate of \$134 for the first night and \$129 for the second night. After Plaintiff made her booking, Hilton sent her a confirmation via email, which reflected those rates. The post-booking confirmation prominently noted a “Rate per night” and a “Total for Stay.” On or about September 15, 2017, the post-stay receipt at the time of checkout showed that Plaintiff was charged a \$268.00 room rate for the first night and a \$258.00 room rate for the second night. As a result, Plaintiff experienced a loss of \$263.00.

26. On or about October 23, 2017, Plaintiff booked a room for four nights at the Hampton Inn Chicago Downtown West Loop. Hilton quoted her a rate of \$179.10 for the first night and a rate of \$161.10 for the next three nights. After Plaintiff made her booking, Hilton sent her a confirmation via email, which reflected those rates. The post-booking confirmation

prominently noted a “Rate per night” and a “Total for Stay.” On or about November 1, 2017, the post-stay receipt at the time of checkout showed that Plaintiff was charged \$179.10 for the first night as promised, but was also charged \$179.10 for the next three nights. As a result, Plaintiff experienced a loss of \$54.00.

27. On or about October 23, 2017, Plaintiff booked a second room for four nights at the Hampton Inn Chicago Downtown West Loop. Hilton quoted her a rate of \$179.10 for the first night and a rate of \$161.10 for the next three nights. After Plaintiff made her booking, Hilton sent her a confirmation via email, which reflected those rates. The post-booking confirmation prominently noted a “Rate per night” and a “Total for Stay.” On or about November 1, 2017, the post-stay receipt at the time of checkout showed that Plaintiff was charged \$179.10 for the first night as promised, but was also charged \$179.10 for the next three nights. As a result, Plaintiff experienced a loss of \$54.00.

28. On or about September 7, 2018 Plaintiff booked a room for four nights at the Hampton Inn Chicago Downtown West Loop. Hilton quoted her a rate of \$402.00 for each night. After Plaintiff made her booking, Hilton sent her a confirmation via email, which reflected those rates. The post-booking confirmation prominently noted a “Rate per night” and a “Total for Stay.” On or about September 13, 2018, the post-stay receipt at the time of checkout showed that Plaintiff was charged \$402.78 for each night. As a result, Plaintiff experienced a loss of \$3.12.

29. On or about June 23, 2019, Plaintiff booked a room for ten nights at the Home2 Suites by Hilton in Chicago River North. Hilton quoted her a rate of \$195.02 for the first two nights, a rate of \$214.62 for the next two nights, and a rate of \$126.42 for the remaining six nights. After Plaintiff made her booking, Hilton sent her a confirmation via email, which reflected those rates. The post-booking confirmation prominently noted a “Rate per night” and a “Total for Stay.”

On or about July 3, 2019, the post-stay receipt at the time of checkout showed that Plaintiff was charged \$195.02 for all ten nights. As a result, Plaintiff experienced a loss of \$372.40.

30. Any mention of or reference to such an upcharge in the booking materials and confirmation shown to Plaintiff was altogether absent or presented in a manner that was designed to and was likely to mislead a reasonable consumer. As a result, Plaintiff was unaware during the booking process that Hilton intended to increase the room rate over and above the quoted total for staying at the hotel.

31. By virtue of the foregoing facts, the information and confirmation provided to Plaintiff during the booking process were unfair and deceptive.

32. Plaintiff was not offered any refund by Defendant. As a result, Plaintiff experience an economic loss, by paying an inflated price for hotel rooms.

33. Had Plaintiff known at the time of purchase that the room rates were not as represented, she would not have booked the hotel rooms.

34. The experience of Plaintiff is not unique, as demonstrated by the anecdotes told by other members of the Class.

CLASS ACTION ALLEGATIONS

35. This action satisfies the prerequisites for maintenance as a class action provided in Fed. R. Civ. P. 23(a), as set forth below.

36. *Class Definition.* Plaintiff brings this action individually and on behalf of the following class of similarly situated persons (the “Class”), of which Plaintiff is a member:

All natural persons or entities domiciled in the United States or its territories who booked hotel rooms at any United States hotel within the Hilton family of hotels (*e.g.*, Hilton, Conrad, Embassy Suites, Homewood Suites, Hilton Garden Inn, Home2Suites, Waldorf Astoria, Hampton and Tru) and who were charged rates higher than those quoted at the time of booking for the type of room booked.

Excluded from the Class is Defendant and any of its respective officers, directors or employees, the presiding judge, Class counsel and members of their immediate families, and persons or entities who timely and properly exclude themselves from the Class.

37. *Illinois Sub-Class.* In the alternative, Plaintiff brings this action individually and on behalf of a sub-class of Illinois consumers only who are members of the above-defined class.

38. *Numerosity.* The members of the Class are so numerous and geographically dispersed throughout the United States such that joinder of all members is impracticable. Plaintiff believes that there are thousands of persons in the Class. The exact number and identity of Class members is unknown to Plaintiff at this time and can only be ascertained from information and records in the possession, custody or control of Defendants.

39. *Commonality.* There are questions of law or fact common to the Class including, *inter alia*, the following:

- a. whether the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.*, applies to the claims of Plaintiff and members of the Class and/or entitles them to relief;
- b. whether Defendant's labeling, marketing, advertising, and promotion of its Product was false and misleading;
- c. whether Defendant's conduct constitutes breach of contract;
- d. whether Defendant's conduct is precluded under the promissory estoppel doctrine;
- e. whether Defendant's conduct resulted in unlawful common law fraud;
- f. whether Plaintiff and the Class conferred a benefit on Defendant and whether it would be unjust for it to retain such benefits under the circumstances alleged herein;

g. whether the Court has subject matter jurisdiction and whether venue in this district is proper;

h. whether Plaintiff and the members of the Class are entitled to their damages, including treble damages, and the appropriate measure thereof; and

i. whether equitable or injunctive relief is appropriate.

40. *Typicality.* The claims of Plaintiff are typical of the claims of the Class alleged herein. Plaintiff and other members of the Class are all persons who were offered a confirmed room rate and relied on the same false and/or misleading statement. Plaintiff and all members of the Class sustained monetary and economic injuries including, but not limited to, ascertainable losses arising out of Defendant's wrongful conduct. Plaintiff is advancing the same claims and legal theories on behalf of himself and all absent Class members.

41. *Adequacy.* Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has retained counsel who are competent and experienced in the prosecution of complex and class action litigation. The interests of Plaintiff are aligned with, and not antagonistic to, those of the Class.

42. *Fed. R. Civ. P. 23(b)(2) Requirements.* The prerequisites to maintaining a class action for injunctive and equitable relief pursuant to Fed. R. Civ. P. 23(b)(2) exist, as Defendant has acted or has refused to act on grounds generally applicable to the Class thereby making appropriate final injunctive and equitable relief with respect to the Class as a whole.

43. Defendant's actions are generally applicable to the Class as a whole, and Plaintiff seeks, *inter alia*, equitable remedies with respect to the Class as a whole.

44. Defendant's uniform common course of conduct alleged herein makes declaratory relief with respect to the Class as a whole appropriate.

45. *Fed. R. Civ. P. 23(b)(3) Requirements.* This case satisfies the prerequisites of Fed. R. Civ. P. 23(b)(3). The common questions of law and fact enumerated above predominate over questions affecting only individual members of the Class, and a class action is the superior method for fair and efficient adjudication of the controversy.

46. The likelihood that individual members of the Class will prosecute separate actions is remote due to the extensive time and considerable expense necessary to conduct such litigation, especially in view of the relatively modest amount of monetary, injunctive and equitable relief at issue for individual Class members.

47. This action will be prosecuted in a fashion to ensure the Court's able management of this case as a class action on behalf of the Class.

COUNT I

(Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.*)

48. Plaintiff repeats and realleges the allegations of Paragraphs 1 through 47, *supra*, as though fully stated herein.

49. This Count is brought on behalf of Plaintiff and other Illinois Class members and on behalf of those Class members from other states that have enacted a uniform deceptive trade practices act in the same or substantially similar form as that described herein.

50. At all times material hereto, there was in full force and effect an act commonly known as the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.* ("ICFA").

51. Section 2 of ICFA prohibits "unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise,

misrepresentation, or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use of employment of any practice described in Section 2 of the ‘Uniform Deceptive Trade Practices Act’ [815 ILCS 510/2], approved August 5, 1965, in the conduct of any trade or commerce . . . whether any person has in fact been misled, deceived or damaged thereby.” 815 ILCS 505/2.

52. At all times material hereto, there was in full force and effect in this State an act commonly known as the Uniform Deceptive Trade Practices Act (“UDAP”), 815 ILCS 510/2 *et seq.*, incorporated by reference in Section 2 of ICFA, *supra*.

53. The aforesaid acts and practices of Defendant constitutes unfair or deceptive acts or practices prohibited by Section 2 of ICFA, including but not limited to the use or employment of deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of material fact, with intent that Plaintiff and the Class rely thereon. *See* 815 ILCS 505/2.

54. The aforesaid acts and practices of Defendants further fall within the practices prohibited by Section 2 of the Uniform Deceptive Practices Act incorporated by reference in 815 ILCS 505/2, *supra*.

55. Defendant’s unfair and deceptive practices, including advertising and offering lower room rates are likely to mislead – and have misled – the consumer acting reasonably in the circumstances, and violate 815 ILCS 505/2. This includes misleading Plaintiff and the Class.

56. Defendant’s actions constitute “unfair” business acts or practices because, as alleged above, Defendant engaged in misleading and deceptive price advertising that represented false room rates.

57. Defendant's acts and practices alleged above have deceived Plaintiff and the Class and are highly likely to deceive members of the consuming public. The misrepresentations played a substantial role in Plaintiff's decision, and that of the proposed Class, to purchase hotel rooms at the confirmed room rate. Defendant intended that Plaintiff and the Class would rely on the deception by purchasing hotel rooms from Defendant.

58. Plaintiff and members of the Class have been aggrieved by Defendant's unfair and deceptive practices in that they purchased the hotel rooms, which they would not have purchased or would not have paid as much for had they known the true facts. In turn, Plaintiff and the members of the Class ended up with hotel rooms that were overpriced and inaccurately marketed, and therefore Plaintiff and the Class have suffered injury in fact.

59. The damages suffered by Plaintiff and the Class were directly and proximately caused by the deceptive, misleading, and unfair practices of Defendant, as more fully described herein.

60. As a result of the foregoing, Plaintiff and the Class have been damaged in an amount to be proven at trial.

COUNT II

(Breach of Contract)

61. Plaintiff repeats and realleges the allegations of Paragraphs 1 through 47, *supra*, as though fully stated herein. This Count is plead in the alternative to Count V (Unjust Enrichment), *infra*, pursuant to Fed. R. Civ. P. 8(d)(2) and (3).

62. Plaintiff and the members of the Class entered into a valid contract with Defendant for the provision of hotel rooms at the confirmed rate.

63. Pursuant to the agreement, Defendant agreed to provide hotel rooms at the confirmed room rate.

64. Pursuant to the agreement, Plaintiff and members of the Class paid the prices charged by Defendant for hotel rooms.

65. Plaintiff and the members of the Class paid more than valuable consideration. Plaintiff and the Class relied on the fact that the hotel rooms Defendant advertised on its service to be of a particular nature and price, namely that Defendant sold the hotel rooms at the confirmed room rate. Plaintiff and the Class were never informed, in writing or orally, that Plaintiff and the Class were purchasing hotel rooms at a higher rate.

66. Defendant failed to perform its obligations under the agreement because Defendant charged Plaintiff and members of the Class higher room rates than promised by Defendant.

67. As a result of the foregoing, Plaintiff and the Class have been damaged in an amount to be proven at trial.

COUNT III

Promissory Estoppel

68. Plaintiff repeats and realleges the allegations of Paragraphs 1 through 47, *supra*, as though fully stated herein.

69. Defendant's confirmed room rate is a promise made to Plaintiff and the Class.

70. Plaintiff and Class members relied on the promise by purchasing hotel rooms through Defendant's website and/or app.

71. This reliance was detrimental to Plaintiff and Class members in that they paid more for hotel rooms than they would have paid for the identical rooms with the confirmed rate.

72. It was reasonable for Plaintiff and Class members to rely on a promise from Defendant of a confirmed room rate.

73. As a result of the foregoing, Plaintiff and the Class have been damaged in an amount to be proven at trial.

COUNT IV

(Common Law Fraud)

74. Plaintiff repeats and realleges the allegations of Paragraphs 1 through 47, *supra*, as though fully stated herein.

75. At all times during its advertising, marketing, and sale of hotel rooms, Defendant made material misstatements of fact to Plaintiff and Class members regarding purported room rates. As a result, Plaintiffs and the Class were fraudulently induced to purchase the hotel rooms.

76. These misstatements made by Defendant were made with knowledge of their falsity, and with the intent that Plaintiff and members of the Class would rely upon them.

77. As described herein, Defendant fraudulently marketed discounted room rates.

78. At the time that Defendant made these misrepresentations and concealments, and at the time that Plaintiff and Class members purchased the hotel rooms, Plaintiff and the Class were unaware of the falsity of these misrepresentations, and reasonably believed them to be true.

79. Plaintiff and Class members did in fact rely upon Defendant's misrepresentations concerning the purported discounts on room rates.

80. As a result of the foregoing, Plaintiff and the Class have been damaged in an amount to be proven at trial.

COUNT V

(Unjust Enrichment)

81. Plaintiff repeats and realleges the allegations of Paragraphs 1 through 47, *supra*, as though fully stated herein. This Count is plead in the alternative to Count II (Breach of Contract), *supra*, pursuant to Fed. R. Civ. P. 8(d)(2) and (3).

82. Plaintiff and the Class members have conferred substantial benefits on Defendant by purchasing hotel rooms, and Defendant has knowingly and willingly accepted and enjoyed these benefits.

83. Defendant either knew or should have known that the payments rendered by Plaintiff and the Class members were given and received with the expectation that the room rates would be as represented and warranted.

84. Through deliberate misrepresentations or omissions in connection with the advertising, marketing, promotion, and sale of the tickets, including charging higher prices for room rates than promised, Defendant reaped benefits, which resulted in Defendant wrongfully receiving profits.

85. Plaintiff and the members of the class would not have purchased the hotel rooms had they been fully informed regarding the above-referenced policies and procedures.

86. Defendants' acceptance and retention of the aforesaid benefits under the circumstances alleged herein would be inequitable absent the repayment of such amounts to Plaintiff and the Class.

87. As a result of the foregoing, Plaintiff and the Class have been damaged in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of members of the Class, prays for judgment in their favor and against Defendant and for the following relief:

A. Finding that this action satisfies the prerequisites for maintenance as a class action set forth in Fed. R. Civ. P. 23, certifying the Class defined herein and designating Plaintiff as representative of the Class and her undersigned counsel as Class counsel;

B. Awarding Plaintiff and the Class (1) their actual damages, (2) such treble damages as the Court may allow, and (3) the costs of this action together with reasonable attorneys' fees as determined by the Court;

C. Awarding Plaintiff and the Class all allowable pre- and post-judgment interest on the foregoing awarded damages;

D. Awarding Plaintiff and the Class equitable relief including, *inter alia*, disgorgement of Defendants' ill-gotten gains;

E. Granting appropriate injunctive and declaratory relief; and

F. Awarding such other and further available relief and any other relief the Court deems just and appropriate.

JURY DEMAND

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

Date: July 12, 2019

Respectfully submitted,

SANNA JESSE

By: s/ William M. Sweetnam

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