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8 *Attorneys for Plaintiffs Nina Baek*
 9 *and Megan Ramsey*

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 12 **UNITED STATES DISTRICT COURT**
 13 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

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

17 Plaintiffs,

18 v.

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

21 Defendants.

Case No. 2:23-cv-05944-DSF (Ex)

CLASS ACTION

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

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

DEMAND FOR JURY TRIAL

INTRODUCTION

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

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

19 3. Despite its representation to guests that the HWPO Fee goes toward the cost
20 of compliance with the Ordinance, the sum brought in by the Fee far exceeds the costs of
21 compliance. The Los Angeles Airport Marriott, for example, is a 1,004-room hotel that
22 typically averages around an occupancy rate above 80%. Even at just 80% occupancy (803
23 occupied rooms per night), however, the hotel makes over \$10,000 per night from guests
24 by charging the HWPO Fee—working out to over \$3,600,000 annually at that single hotel.
25 The HWPO Fee is nothing more than a “junk fee” under the guise of “worker protection,”
26 directly benefiting Marriott at the expense of their guests. The fee also gives Marriott an
27 unfair advantage over its competitors by enabling it to market rooms at a lower rate, then
28

1 offset the discount via the hidden HWPO fee, which is added to the total during booking.
2 This allows Marriott to advertise a lower room rate than it actually charges its guests.

3 4. Nina Baek and Megan Ramsey (“Named Plaintiffs”) were guests of Marriott
4 in June 2023 who paid the HWPO Fee in reliance upon Defendants’ misrepresentations
5 that the HWPO Fee was a legally-mandated fee that would be used to comply with the
6 Ordinance rather than to enrich Defendants. They now bring this action against Marriott
7 and other as of yet unnamed Defendants, alleging unfair business practices, violations of
8 the California Business and Professions Code, and violations of the California Civil Code.
9 Named Plaintiffs bring this action individually and as a proposed class action on behalf of
10 similarly situated guests at Marriott hotels in Los Angeles who were charged the HWPO
11 Fee.

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

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

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

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THE PARTIES

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

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

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

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

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

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

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

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

24 15. Plaintiffs are informed and believe and thereupon allege that, at all relevant
25 times, Defendants and each of them, directly or indirectly, or through an agent or any other
26 person, operated hotels in the City of Los Angeles, and that Defendants and each of them
27 were joint venturers and/or alter egos of each other.
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1 **JURISDICTION AND VENUE**

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

5
6 **FACTUAL ALLEGATIONS**

7 17. Defendants own, manage, and/or operate hotels in the City of Los Angeles,
8 including two hotels near LAX: the Los Angeles Airport Marriott, located at 5855 W.
9 Century Blvd., Los Angeles, CA, 90045; and the Residence Inn by Marriott, located at
10 5933 W. Century Blvd., Los Angeles, CA, 90045.

11 18. Marriott charges guests at each of these hotels a nightly “Hotel Worker
12 Protection Fee” ranging from approximately \$10-\$14. The current nightly fee at each of
13 these hotels is:

14 Los Angeles Airport Marriott: \$13.87 per night

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

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

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

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

Plaintiff Ramsey’s Stay

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

32. Plaintiff Ramsey viewed the Marriott web site prior to booking her stay and saw the deceptive HWPO Fee notices described above in paragraph 20.

33. However, Plaintiff Ramsey did not complete the booking process on the web site and instead booked her room over the phone.

34. When Plaintiff Ramsey arrived at the hotel on June 7, 2023 to check in, she asked a Marriott employee at the front desk to explain the costs because the amount they were charging was higher than what she booked the room for online. The employee refused to explain the charges in detail, beyond saying that the cost included taxes and a deposit. In the morning, when Ramsey received an itemized receipt, she asked an employee at the front desk for an explanation of the HWPO Fee. The Marriott employee falsely told Plaintiff Ramsey that the hotel was required by law to charge the HWPO Fee.

35. Plaintiff Ramsey’s receipt described the HWPO Fee as “LAORDFEE.”

36. Plaintiff Ramsey would not have paid the HWPO Fee if she knew that it was not required by law and if she knew that the money collected was not dedicated to improving worker safety as required by the Ordinance.

37. Plaintiff Ramsey relied upon the representations of the Marriott web site and the explanation provided by Marriott’s employee in paying the HWPO Fee.

CLASS ALLEGATIONS

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

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

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

5 41. **Ascertainability**: The identities of the members of the class are readily
6 ascertainable by review of Marriott's guest records to determine which guests were charged
7 a HWPO Fee.

8 42. **Commonality/Predominance**: There are predominant common questions of
9 law and fact and a coherent community of interest amongst Plaintiff and the claims of the
10 class, including but not limited to:

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

21 43. **Typicality**: The claims alleged by Named Plaintiffs herein encompass the
22 challenged practices and common courses of conduct of Defendants and are typical of those
23 claims which could be alleged by any member of the proposed classes. Named Plaintiffs'
24 claims arise out of the alleged courses of conduct by Defendants and are based on the same
25 legal theories as the claims of the putative class members. The legal issues as to which
26 California laws are violated by such conduct apply equally to Named Plaintiffs and the
27 putative class members. Further, the relief sought by Named Plaintiffs is typical of the
28 relief which would be sought by each member of the proposed class if they were to file

1 separate actions.

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

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

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

FIRST CAUSE OF ACTION

UNFAIR BUSINESS PRACTICE AND UNFAIR COMPETITION

(Bus. & Prof. Code § 17200 *et seq.*)

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

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

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

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

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

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

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

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

54. Defendants’ conduct of charging the HWPO Fee in a deceptive and misleading manner has no utility and financially harms hotel guests. Thus, the utility of

1 Defendants' conduct is vastly outweighed by the gravity of harm.

2 55. Defendants knew or should have known of their unfair conduct.

3 56. Named Plaintiffs are informed and believe, and thereupon allege, that by
4 engaging in the unfair and unlawful business practices alleged herein, Defendants were
5 able to advertise lower hotel prices before adding the HWPO Fee and thereby obtain a
6 competitive advantage over law-abiding businesses with whom they compete, in violation
7 of the UCL.

8 57. As alleged in the preceding paragraphs, the misrepresentations by Defendants
9 detailed above constitute an unfair business practice within the meaning of California
10 Business and Professions Code § 17200.

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

15 59. All of the conduct alleged herein occurs and continues to occur in Defendants'
16 business. Defendants' wrongful conduct is part of a pattern or generalized course of
17 conduct repeated on thousands of occasions daily.

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

24 61. Business and Professions Code § 17203 provides that a court may restore to
25 any person in interest any money or property which may have been acquired by means of
26 such unfair competition and order disgorgement of all profits gained by operation of the
27 unfair business practices. Named Plaintiffs and the putative class members are entitled to
28 restitution pursuant to Business and Professions Code §§ 17203 and 17208 for all monies

1 unlawfully charged to them since the August 12, 2022, and up to the present.

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

8 63. Defendants’ statements about the HWPO Fee, as alleged in the preceding
9 paragraphs, is false, deceptive, misleading, and unreasonable, and constitutes unlawful
10 conduct. Defendants have violated the “unlawful prong” of the UCL by violating the
11 CLRA (Cal. Civ. Code §1770 *et. seq.*).

12 64. Pursuant to Bus. & Prof. Code §§ 17203 and 17535, Named Plaintiffs and the
13 Class are therefore entitled to an order requiring Defendants to cease the acts of unfair
14 competition alleged herein, full restitution of all monies paid to Defendants as a result of
15 their deceptive practices, interest at the highest rate allowable by law and the payment of
16 Plaintiffs’ attorneys’ fees and costs pursuant to, inter alia, California Civil Code Procedure
17 §1021.5.

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

19 **SECOND CAUSE OF ACTION**

20 **VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT**

21 (Cal. Civ. Code § 1750 *et seq.*)

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

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

25 66. This cause of action is brought pursuant to the Consumer Legal Remedies Act,
26 California Civil Code §§ 1750, *et seq.* (“CLRA”). The CLRA prohibits any unfair,
27 deceptive, and/or unlawful practices, as well as unconscionable commercial practices in
28 connection with the sales of any goods or services to consumers. *See* Cal. Civ. Code §1770.

1 67. The CLRA “shall be liberally construed and applied to promote its underlying
2 purposes, which are to protect consumers against unfair and deceptive business practices
3 and to provide efficient economical procedures to secure such protection.” Cal. Civ. Code
4 § 1760.

5 68. Defendants are each a “person” under the CLRA. Cal. Civ. Code §1761 (c).

6 69. Plaintiffs and the putative Class Members are “consumers” under the CLRA.
7 Cal. Civ. Code §1761 (d).

8 70. Hotel accommodations constitute a “service” under the CLRA. Cal. Civ. Code
9 §1761(b).

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

13 72. Defendants’ actions and conduct described herein reflect transactions that
14 have resulted in the sale of services to consumers.

15 73. Defendants’ statements that the HWPO Fee goes towards the cost of
16 compliance with the Hotel Worker Protection constitutes an unfair, deceptive, unlawful,
17 and unconscionable commercial practice.

18 74. Defendants’ actions have violated at least seven provisions of the CLRA,
19 including §§ 1770(a)(1), 1770 (a)(2), 1770 (a)(3), 1770(a)(5), 1770(a)(7), 1770 (a)(9) and
20 1770(a)(16).

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

23 76. Pursuant to § 1782 of the CLRA, Plaintiffs have notified Defendants in
24 writing of the particular violations of § 1770 of the CLRA, and demanded Defendants
25 rectify the actions described above by providing monetary relief, agreeing to be bound by
26 their legal obligations, and to give notice to all affected consumers of their intent to do so.
27 On June 21, 2023, Plaintiffs’ counsel sent Defendants a notice and demand letter, notifying
28 Defendants of their violations of the CLRA and demanding that within 30 days, Defendants

1 remedy the unlawful, unfair, false, and/or unlawful practices, as well as unconscionable
2 commercial practices in connection with the sales of any goods or services to consumers.
3 See Cal. Civ. Code §1770.

4 77. It has been more than 30 days since Plaintiffs’ counsel sent Defendants said
5 notice and demand letter. Defendants have not agreed to remedy the actions described
6 above.

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

10 79. Plaintiffs and Class Members are also entitled to recover attorneys’ fees, costs,
11 expenses, disbursements, and punitive damages pursuant to Cal. Civ. Code §§ 1780 and
12 1781.

13 **THIRD CAUSE OF ACTION**

14 **UNJUST ENRICHMENT**

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

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

18 81. Plaintiffs bring this claim individually and on behalf of the proposed Class
19 against Defendants.

20 82. Plaintiffs and Class Members conferred a benefit on Defendants by paying the
21 HWPO Fee.

22 83. Defendants have been unjustly enriched in retaining the revenues derived
23 from Plaintiffs’ and Class Members’ payment of the HWPO Fee. Retention of those
24 moneys under these circumstances is unjust and inequitable because the entire HWPO Fee
25 did not go towards the cost of compliance with the Hotel Worker Protection Ordinance and
26 was not mandated by the City of Los Angeles. As a result, hotel guests including Plaintiffs
27 and putative class members have been misled and charged a fee.
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1 84. Because Defendants’ retention of the non-gratuitous benefits conferred on
2 them by Plaintiffs and Class Members is unjust and inequitable, Defendants must pay
3 restitution to Plaintiffs and Class Members for their unjust enrichment, as ordered by the
4 Court.

5 **PRAYER FOR RELIEF**

6 Plaintiff prays for relief as follows:

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

10 2. For an order declaring the Defendants’ conduct violates the statutes referenced
11 herein;

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

14 4. For an order to pay restitution to Named Plaintiffs and putative class members
15 as a result of Defendant’s unlawful activities, pursuant to Business and Professions Code §
16 17203;

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

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

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

25 8. For declaratory relief;

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

27 10. For an award of attorneys’ fees and costs incurred in the filing and prosecution
28 of this action;

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

Dated: December 12, 2023

GILBERT & SACKMAN
A Law Corporation

By: /s/ Joshua F. Young _____
Joshua F. Young
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

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

Dated: December 12, 2023

Respectfully submitted,

GILBERT & SACKMAN
A Law Corporation

By: /s/ Joshua F. Young
Joshua F. Young
Attorneys for Plaintiffs

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 3699 Wilshire Boulevard, Suite 1200, Los Angeles, California 90010.

On December 12, 2023, I hereby certify that I filed the foregoing/attached documents, described as: **SECOND AMENDED CLASS ACTION COMPLAINT FOR DAMAGES, RESTITUTION, AND INJUNCTIVE RELIEF** with the U.S. District Court of California, Central District by using the Court’s CM/ECF system.

I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the Notice of Electronic Filing by CM/ECF system.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 12, 2023, at Middleton, Wisconsin.

/s/Joshua F. Young
Joshua F. Young