

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

DISTRICT OF COLUMBIA

a municipal corporation
441 4th Street, N.W.
Washington, D.C. 20001,

Plaintiff,

v.

MARRIOTT INTERNATIONAL, INC.

10400 Fernwood Road
Bethesda, MD 20817,

Defendant.

Civil Action No. _____

**COMPLAINT FOR VIOLATIONS OF THE
CONSUMER PROTECTION PROCEDURES ACT**

The District of Columbia (“District”), by the Office of the Attorney General, brings this action pursuant to D.C. Code § 28-3909 for injunctive relief, consumer restitution, costs, and civil penalties against Defendant Marriott International, Inc. (“Marriott”) for violations of the District’s Consumer Protection Procedures Act (“CPPA”), D.C. Code § 28-3901, *et seq.* In support of its claims, the District states as follows:

INTRODUCTION

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

Priceline or Expedia, are misled into believing a Marriott hotel room is cheaper than it actually is. Marriott's motive in continuing this deceptive practice is pure profit. It has reaped hundreds of millions of dollars over the last decade from this deceptive "drip pricing." The District brings this action to force Marriott to advertise up-front to consumers the true prices of its hotel rooms.

2. Marriott is a hotel and lodging corporation with its headquarters in Bethesda, Maryland. Marriott owns, franchises, and manages hotels throughout the United States, including at least 29 hotel properties located in the District. Marriott conducts its hotel business through various corporate entities operating under numerous trade names.¹ It offers lodging at its hotels to District residents, including through its online reservation website and through the websites hosted by OTAs, such as Priceline and Expedia. These websites allow consumers to obtain information about Marriott's hotel rooms and allow consumers to compare Marriott's hotel room prices to that of other hotels as well as make hotel reservations.

3. Marriott advertises and promotes its hotel rooms by advertising daily room rates on its own website and the websites operated by OTAs. Marriott's official website and the websites operated by the OTAs enable consumers to search for and sort prospective hotel accommodations by price according to the daily room rate. These search and sorting functions

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

allow consumers, including consumers residing in the District, to compare prices among various hotels. Many consumers, including those residing in the District, use the websites operated by Marriott and the OTAs to compare the price of hotel rooms offered by Marriott and other hotels and to select and book a hotel room online.

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

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

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

JURISDICTION

7. This Court has jurisdiction over the subject matter of this case pursuant to D.C. Code § 11-921 and D.C. Code § 28-3909.

8. This Court has personal jurisdiction over the Defendant pursuant to D.C. Code § 13-423(a).

PARTIES

9. Plaintiff the District of Columbia ("District") is a municipal corporation empowered to sue and be sued, and is the local government for the territory constituting the permanent seat of the federal government. The District brings this case through the Attorney General for the District of Columbia, who is the chief legal officer for the District. The Attorney General is responsible for upholding the public interest and is also specifically authorized to enforce the District's consumer protection laws, including the CPPA, pursuant to D.C. Code § 28-3909.

10. Defendant Marriott is a multinational hospitality company that owns, manages and franchises a broad portfolio of hotels and lodging facilities throughout the United States and abroad, including at least 29 facilities located in the District. It is a Delaware corporation and is headquartered at 10400 Fernwood Road, Bethesda, MD 20817.

11. Marriott has, at all relevant times, engaged in trade or commerce in the District by advertising and offering hotel lodging to District consumers.

MARRIOTT'S DECEPTIVE ADVERTISING PRACTICES

Defendant's Practice of Charging Resort Fees

12. The instant action was commenced following an investigation by the Attorneys General in all 50 states and the District of Columbia regarding the pricing practices of the hotel industry. The hotel industry has become highly price competitive, particularly with the increased use by consumers of OTAs, like Priceline and Expedia, that permit consumers to comparison shop across hotel brands. The Internet websites of hotels and OTAs allow consumers to review large numbers of rooms offered by hotels at the same time and to compare their prices, which the hotels typically advertise using a daily room rate.

13. At issue in this case is the growing and continued practice of hotels advertising daily room rates online but not including any mandatory resort fee charged in the initially advertised room rate. For instance, Marriott's practice is to initially advertise a room rate that does not include the resort fee, but then to include it in the final charges a consumer is required to pay. Marriott charges these additional mandatory resort fees, which can amount to as much as \$95 a day at Marriott's properties, to increase its revenues without appearing to raise the room rate at its hotels. Marriott does not include these resort fees in the room rate because doing so

would effectively increase the price of a hotel room and consequently make its hotels less price competitive to consumers when compared with other hotels.

14. Marriott's practice of initially advertising only part of a price and then later revealing other charges as the consumer completes the buying process has been labeled "drip pricing" by the Federal Trade Commission ("FTC"). In November 2012, the FTC warned the hotel industry that drip pricing as it pertains to charging resort fees may violate federal consumer protection law by misrepresenting the price consumers can expect to pay for their hotel rooms. The FTC specifically warned the hotels that the largest and most prominent price for a hotel room should include the resort fee, and should be provided to the consumer up front, and not later in the checkout process, in order to avoid being deceptive drip pricing. Marriott received one of the FTC's warning letters.

15. The FTC's Bureau of Economics then issued a report in 2017 confirming its concerns about this practice of drip pricing. That report concluded:

In sum, the literature suggests that separating mandatory resort fees from posted room rates without first disclosing the total price is likely to harm consumers by artificially increasing the search costs and the cognitive costs of finding and booking hotel accommodations. Unless the total price is disclosed up front, separating resort fees from the room rate is unlikely to result in benefits that offset the likely harm to consumers.²

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

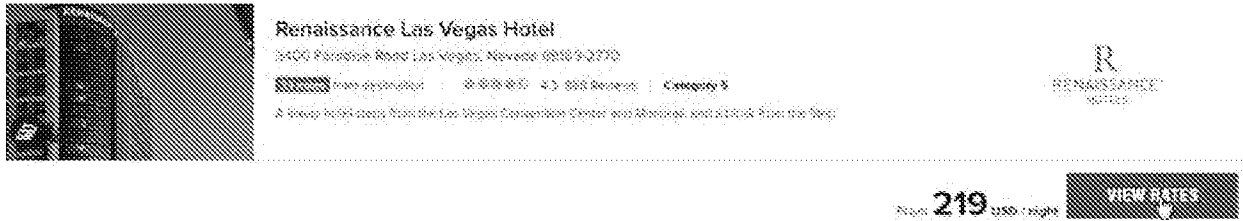
16. Notwithstanding these warnings from the FTC, Marriott continues to advertise room prices that do not include its resort fees, both on its own website and the websites operated by OTAs. Marriott has continued this deceptive practice because it has become a key profit center for the company, as it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

17. Marriott owns, manages or franchises at least 189 properties worldwide that charge consumers resort fees ranging from \$9 to as much as \$95 per day. By charging consumers resort fees in addition to the daily amounts consumers must pay for their rooms, Marriott makes hundreds of millions of additional dollars in revenue without appearing to increase the price for which it initially offers its rooms. Marriott's unlawful trade practice has affected District consumers, as Marriott has charged resort fees to tens of thousands of District consumers over the years, charging those consumers well in excess of a million dollars.

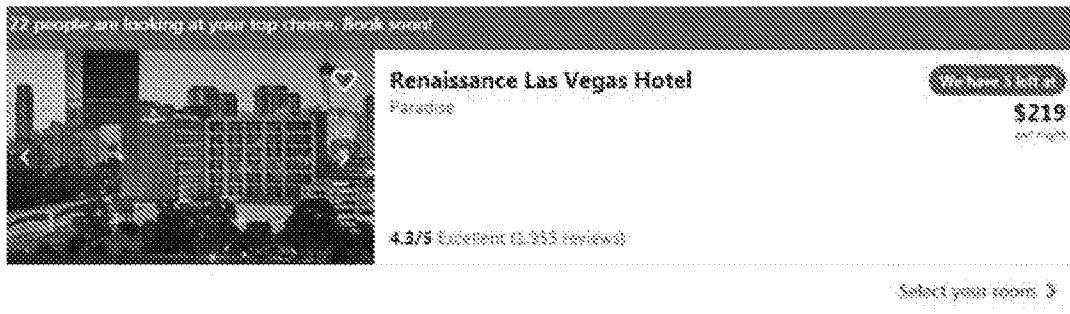
18. Marriott also exercises control over the resort fees its hotels charge. Marriott's resort fee policies forbid hotels it owns, manages or franchises from charging resort fees unless the property submits a formal request to charge the fees and obtains Marriott's approval to charge the fees. Although Marriott's Franchise Agreements typically allow its franchisees to set their own rates for guest room charges, these franchisees must still comply with Marriott's resort fee policy, which requires them to obtain Marriott's approval before they are permitted to charge a resort fee. Moreover, Marriott's Franchise Agreements prohibit charges or billing practices that Marriott determines are misleading or detrimental, including incremental fees or services that guests would normally expect to be included in the hotel room charge.

Defendant’s Misleading Advertising Practices Concerning Resort Fees

19. When consumers search for and seek to book a hotel using Marriott’s online reservation system, Marriott provides the consumers with a quoted room rate. For example, the following information appeared on Marriott’s website for a room at its Renaissance Las Vegas Hotel in June of 2019:

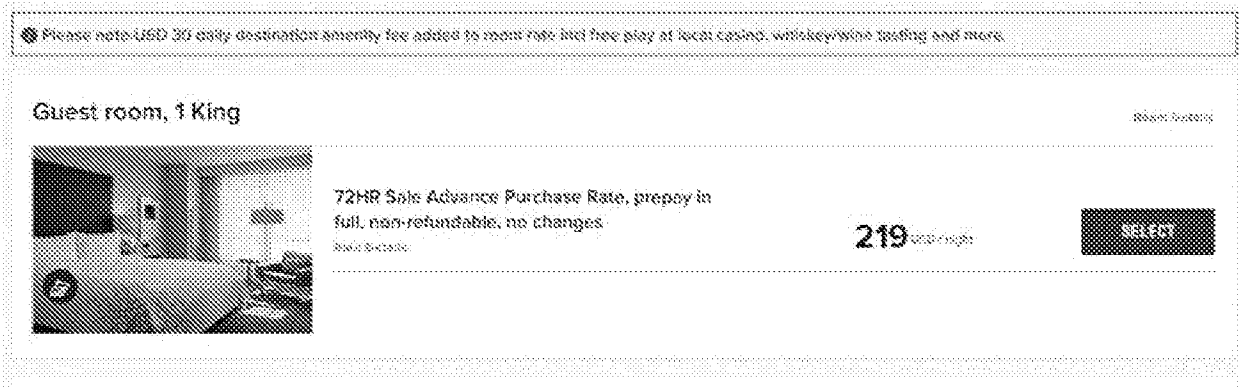


20. At this initial stage in the process of booking a reservation online, where the hotel appears on a page with rooms at other properties, the quoted daily room rate does not include or even mention the mandatory resort fee the consumer will be required to pay. Similarly, when consumers searched at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



21. If consumers selected the quoted rate for a room at the Renaissance Las Vegas

on Marriott's online reservation system, as set forth in paragraph 19 above, they were directed to another page that provided the following information:

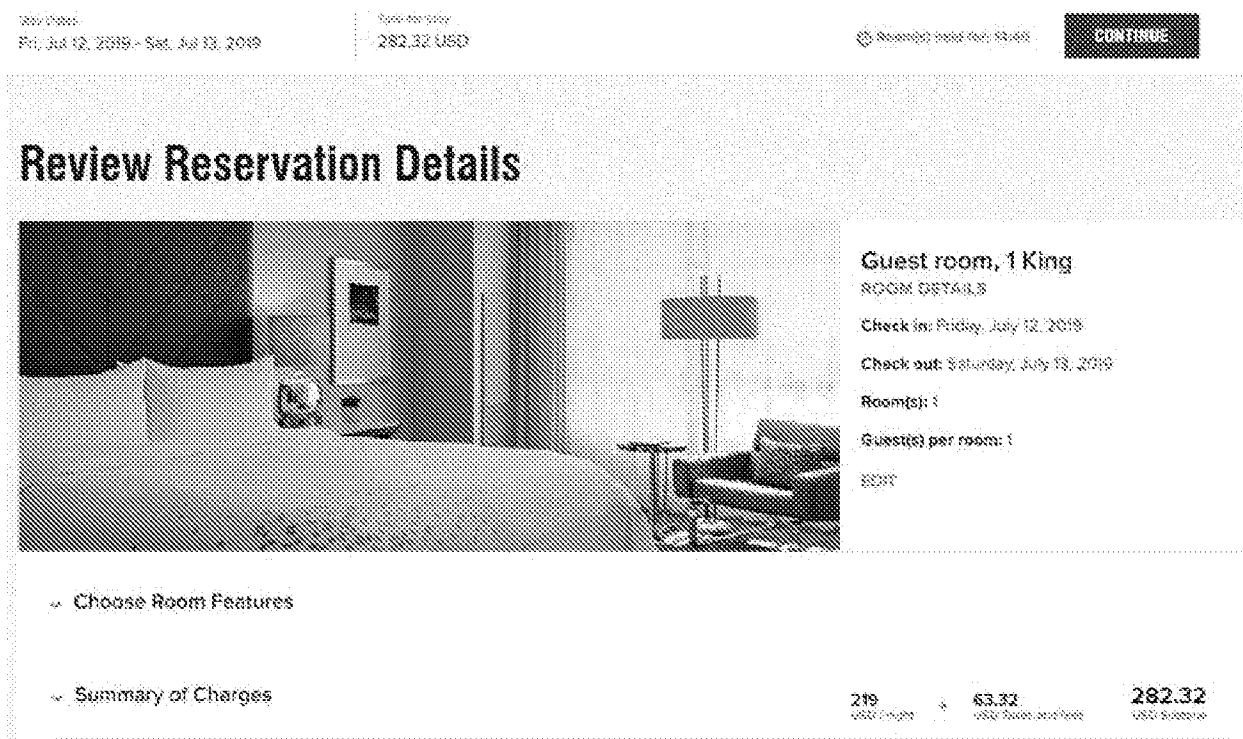


22. Only at this point in the booking process does an obscure box first appear at the top of the page that stated: “USD 30 daily destination amenity fee added to room rate incl free play at local casino, whiskey/wine tasting and more.” This statement appeared in small typeface in a shaded light blue box and was displayed less prominently than the quoted room rate of “219,” which appeared in a larger bolded typeface and still did not include the resort fee. Moreover, as Marriott’s top management admitted during an investigative interview, the statement “daily destination fee added to room rate” is ambiguous and confusing to consumers because it may be understood either as indicating that the daily destination fee *has already been* “added” to the room rate quoted on the page, or that it *will be* “added” to the quoted rate at a later time.

23. Confusion about the total room rate charged was further fostered even at this point in the booking process by the fact that Marriott stated, beneath the quoted room charge, a “total” price that also did not include the daily resort fee. In the example shown in paragraph 21

above, the website stated a total of \$219 – an amount that did not include the mandatory resort fee charged by Marriott for the room.

24. Adding to consumers’ confusion about the resort fee is Marriott’s practice of hiding the resort fee in a larger total of charges ambiguously labeled “Taxes and fees.” By combining the amounts that consumers were asked to pay for resort fees with their tax payments under a generic heading of “taxes and fees,” Marriott led consumers to believe the resort fees were government-imposed charges. For example, after selecting the room from the screen in paragraph 21, a screen appeared that showed the “USD subtotal” of \$282.32, consisting of the \$219 rate for “USD/Night” plus \$63.32 “USD Taxes and Fees”



25. The screen shown above in paragraph 24 still does not display the resort fee. For consumers to find out that they are actually being charged a daily resort fee in addition to the

quoted room rate, they are required to click on the label “Summary of Charges” in the screen shown above in paragraph 24, which expands and details the charges, including the “Destination Amenity Fee” of \$30, and “Estimated government taxes and fees” of \$33.32:

The screenshot displays a hotel booking summary. At the top, it shows the stay dates as Friday, July 12, 2019, to Saturday, July 13, 2019, and a total price of 282.32 USD. A 'CONTINUE' button is visible. Below this is a room selection area with a photo of a hotel room, indicating 1 room for 1 guest. A 'Summary of Charges' section is expanded, showing a breakdown of costs:

Category	Amount (USD)
72HR Sale Advance Purchase Rate	219.00
Destination Amenity Fee	30.00
Estimated government taxes and fees	33.32
Total for stay in hotel's currency	282.32 USD

Additional charges are listed below, including on-site parking (17 USD daily) and valet parking (22 USD daily). A note states that changes in taxes or fees implemented after booking will affect the total room price. At the bottom, there is a promotional banner for the Marriott Bonvoy Rewards credit card and a final total of 282.32 USD.

26. During the reservation process, Marriott’s ambiguous “added to room rate” statement regarding the resort fee, as set forth in paragraph 22 above, has often included representations to consumers about the amenities that the resort fee covers. However, Marriott

further adds to consumers' confusion by stating later in the reservation process that it charges for certain amenities separately or simply provides them on a complimentary basis to its hotel guests.

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

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

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

COUNT I
(Violations of the Consumer Protection Procedures Act)

30. The allegations of paragraphs 1 through 29 are re-alleged as if fully set forth here.

31. The CPPA is a remedial statute that is to be broadly construed. It establishes an enforceable right to truthful information from merchants about consumer goods and services that are or would be purchased, leased, or received in the District of Columbia.

32. The hotel rooms Marriott offers to consumers are leased or sold for personal, household, or family purposes and, therefore, are consumer goods or services.

33. Marriott, in the ordinary course of business, offers to lease or supply consumer goods and services and, therefore, is a merchant.

34. The CPPA prohibits unlawful trade practices in connection with the offer, sale, and supply of consumer goods and services.

35. Marriott's (a) advertisement of prices or room rates for their hotels that do not include mandatory daily resort fees, (b) representation that the resort fee is a "fee or tax," and (c) representation that the payment of resort fees entitled the consumer to amenities that they still were required to pay for or were ordinarily provided at no cost, are each misrepresentations of material fact that have a tendency to mislead consumers and are unlawful trade practices that violate the CPPA, D.C. Code §28-3904(e).

36. Defendant's advertising of prices and room rates for lodging in their hotels that do not include daily resort fees constitutes an advertisement or offer without the intent to sell the lodging as advertised, which is an unlawful trade practice that violates the CPPA, D.C. Code

§ 28-3904(h).

Prayer for Relief

WHEREFORE, the District respectfully requests this Court enter a judgment in its favor and grant relief against Defendant, as follows:

- (a) Permanently enjoin and restrain Defendant, pursuant to D.C. Code § 28-3909(a), from engaging in conduct determined to be in violation of the CPPA;
- (b) Permanently enjoin Defendant from advertising daily hotel room rates that do not include mandatory resort fees in the price advertised for rooms at its hotels;
- (b) Order the Defendant to pay restitution pursuant to D.C. Code § 28-3909(a), for amounts collected from District of Columbia consumers in violation of the CPPA;
- (c) Order the Defendant to pay statutory civil penalties in an amount to be determined at trial, pursuant to D.C. Code § 28-3909(b), for each and every violation of the CPPA;
- (d) Award the District the costs and reasonable attorney's fees for its investigation and this action, pursuant to D.C. Code § 28-3909(b); and
- (e) Grant such further relief as the Court deems just and proper.

Jury Demand

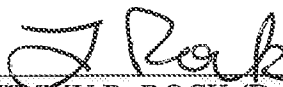
The District of Columbia demands a trial by jury by the maximum number of jurors permitted by law.

Respectfully submitted,

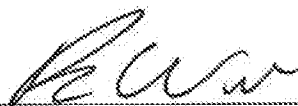
Dated: July 9, 2019

KARL A. RACINE
Attorney General for the District of Columbia

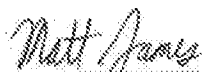
ROBYN BENDER
Deputy Attorney General
Public Advocacy Division



JIMMY R. ROCK (D.C. Bar # 493521)
Assistant Deputy Attorney General
Public Advocacy Division



BENJAMIN WISEMAN (D.C. Bar # 1005442)
Director, Office of Consumer Protection
Public Advocacy Division



MATT JAMES (D.C. Bar # 1632202)
Assistant Attorney General
Office of Consumer Protection
Office of the Attorney General

441 4th Street, N.W., Suite 600 South
Washington, DC 20001
Telephone: (202) 724-5558
Email: matthew.james2@dc.gov

Attorneys for the District of Columbia

Superior Court of the District of Columbia

CIVIL DIVISION- CIVIL ACTIONS BRANCH

INFORMATION SHEET

District of Columbia Case Number:

vs Date: July 9, 2019

Marriott International, Inc. One of the defendants is being sued
 10400 Fernwood Road, Bethesda, MD 20817 in their official capacity.

Name: <i>(Please Print)</i> Jimmy R. Rock, Assistant Deputy Attorney General	Relationship to Lawsuit <input checked="" type="checkbox"/> Attorney for Plaintiff
Firm Name: District of Columbia Office of Attorney General, Public Advocacy Division	<input type="checkbox"/> Self (Pro Se)
Telephone No.: 202-741-0770 Six digit Unified Bar No.: 493521	<input type="checkbox"/> Other: _____

TYPE OF CASE: Non-Jury 6 Person Jury 12 Person Jury
 Demand: \$ Injunctions and Penalties Other:

PENDING CASE(S) RELATED TO THE ACTION BEING FILED
 Case No.: Judge: Calendar #:
 Case No.: Judge: Calendar#:

NATURE OF SUIT: (Check One Box Only)

A. CONTRACTS <input type="checkbox"/> 01 Breach of Contract <input type="checkbox"/> 02 Breach of Warranty <input type="checkbox"/> 06 Negotiable Instrument <input type="checkbox"/> 07 Personal Property <input type="checkbox"/> 13 Employment Discrimination <input type="checkbox"/> 15 Special Education Fees	COLLECTION CASES <input type="checkbox"/> 14 Under \$25,000 Pltf. Grants Consent <input type="checkbox"/> 17 OVER \$25,000 Pltf. Grants Consent <input type="checkbox"/> 27 Insurance/Subrogation <input type="checkbox"/> 07 Insurance/Subrogation <input type="checkbox"/> 28 Motion to Confirm Arbitration Award (Collection Cases Only)
<input type="checkbox"/> 16 Under \$25,000 Consent Denied <input type="checkbox"/> 18 OVER \$25,000 Consent Denied <input type="checkbox"/> 26 Insurance/Subrogation <input type="checkbox"/> Over \$25,000 Consent Denied <input type="checkbox"/> 34 Insurance/Subrogation <input type="checkbox"/> Under \$25,000 Consent Denied	

B. PROPERTY TORTS

<input type="checkbox"/> 01 Automobile	<input type="checkbox"/> 03 Destruction of Private Property	<input type="checkbox"/> 05 Trespass
<input type="checkbox"/> 02 Conversion	<input type="checkbox"/> 04 Property Damage	
<input type="checkbox"/> 07 Shoplifting, D.C. Code § 27-102 (a)		

C. PERSONAL TORTS

<input type="checkbox"/> 01 Abuse of Process	<input type="checkbox"/> 10 Invasion of Privacy	<input type="checkbox"/> 17 Personal Injury- (Not Automobile, Not Malpractice)
<input type="checkbox"/> 02 Alienation of Affection	<input type="checkbox"/> 11 Libel and Slander	<input type="checkbox"/> 18 Wrongful Death (Not Malpractice)
<input type="checkbox"/> 03 Assault and Battery	<input type="checkbox"/> 12 Malicious Interference	<input type="checkbox"/> 19 Wrongful Eviction
<input type="checkbox"/> 04 Automobile- Personal Injury	<input type="checkbox"/> 13 Malicious Prosecution	<input type="checkbox"/> 20 Friendly Suit
<input checked="" type="checkbox"/> 05 Deceit (Misrepresentation)	<input type="checkbox"/> 14 Malpractice Legal	<input type="checkbox"/> 21 Asbestos
<input type="checkbox"/> 06 False Accusation	<input type="checkbox"/> 15 Malpractice Medical (Including Wrongful Death)	<input type="checkbox"/> 22 Toxic/Mass Torts
<input type="checkbox"/> 07 False Arrest	<input type="checkbox"/> 16 Negligence- (Not Automobile, Not Malpractice)	<input type="checkbox"/> 23 Tobacco
<input type="checkbox"/> 08 Fraud		<input type="checkbox"/> 24 Lead Paint

SEE REVERSE SIDE AND CHECK HERE IF USED

Information Sheet, Continued

C. OTHERS

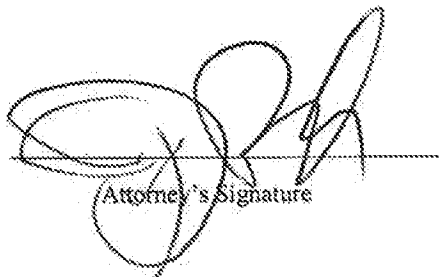
- | | |
|---|---|
| <input type="checkbox"/> 01 Accounting | <input type="checkbox"/> 17 Merit Personnel Act (OEA)
(D.C. Code Title 1, Chapter 6) |
| <input type="checkbox"/> 02 Att. Before Judgment | <input type="checkbox"/> 18 Product Liability |
| <input type="checkbox"/> 05 Ejectment | <input type="checkbox"/> 24 Application to Confirm, Modify,
Vacate Arbitration Award (DC Code § 16-4401) |
| <input type="checkbox"/> 09 Special Writ/Warrants
(DC Code § 11-941) | <input type="checkbox"/> 29 Merit Personnel Act (OHR) |
| <input type="checkbox"/> 10 Traffic Adjudication | <input type="checkbox"/> 31 Housing Code Regulations |
| <input type="checkbox"/> 11 Writ of Replevin | <input type="checkbox"/> 32 Qui Tam |
| <input type="checkbox"/> 12 Enforce Mechanics Lien | <input type="checkbox"/> 33 Whistleblower |
| <input type="checkbox"/> 16 Declaratory Judgment | |

II.

- | | | |
|--|---|--|
| <input type="checkbox"/> 03 Change of Name | <input type="checkbox"/> 15 Libel of Information | <input type="checkbox"/> 21 Petition for Subpoena
[Rule 28-1 (b)] |
| <input type="checkbox"/> 06 Foreign Judgment/Domestic | <input type="checkbox"/> 19 Enter Administrative Order as
Judgment [D.C. Code § | <input type="checkbox"/> 22 Release Mechanics Lien |
| <input type="checkbox"/> 08 Foreign Judgment/International | 2-1802.03 (h) or 32-151 9 (a)] | <input type="checkbox"/> 23 Rule 27(a)(1)
(Perpetuate Testimony) |
| <input type="checkbox"/> 13 Correction of Birth Certificate | <input type="checkbox"/> 20 Master Meter (D.C. Code § | <input type="checkbox"/> 24 Petition for Structured Settlement |
| <input type="checkbox"/> 14 Correction of Marriage
Certificate | 42-3301, et seq.) | <input type="checkbox"/> 25 Petition for Liquidation |
| <input type="checkbox"/> 26 Petition for Civil Asset Forfeiture (Vehicle) | | |
| <input type="checkbox"/> 27 Petition for Civil Asset Forfeiture (Currency) | | |
| <input type="checkbox"/> 28 Petition for Civil Asset Forfeiture (Other) | | |

D. REAL PROPERTY

- | | |
|--|--|
| <input type="checkbox"/> 09 Real Property-Real Estate | <input type="checkbox"/> 08 Quiet Title |
| <input type="checkbox"/> 12 Specific Performance | <input type="checkbox"/> 25 Liens: Tax / Water Consent Granted |
| <input type="checkbox"/> 04 Condemnation (Eminent Domain) | <input type="checkbox"/> 30 Liens: Tax / Waiver Consent Denied |
| <input type="checkbox"/> 10 Mortgage Foreclosure/Judicial Sale | <input type="checkbox"/> 31 Tax Lien Bid Off Certificate Consent Granted |
| <input type="checkbox"/> 11 Petition for Civil Asset Forfeiture (RP) | |



Attorney's Signature

July 9, 2019

Date



Superior Court of the District of Columbia
CIVIL DIVISION
Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001
Telephone: (202) 879-1133 Website: www.dccourts.gov

District of Columbia

Plaintiff

vs.

Case Number _____

Marriott International, Inc.

10400 Fernwood Road
 Bethesda, MD 20817

Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within seven (7) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

Jimmy R. Rock (D.C Bar 493521)
 Name of Plaintiff's Attorney
 441 4th Street, N.W., Suite 600 South
 Address
 Washington, DC 20001
 202-741-0770
 Telephone

Clerk of the Court

By _____
 Deputy Clerk
 Date _____

如需翻译, 请打电话 (202) 879-4828 Veuillez appeler au (202) 879-4828 pour une traduction Để có một bản dịch, hãy gọi (202) 879-4828
 법원을 위한 사본, (202) 879-4828 法律事務部 የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-279-5100) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

See reverse side for Spanish translation
 Vea al dorso la traducción al español



TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA
DIVISIÓN CIVIL
Sección de Acciones Civiles
500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001
Teléfono: (202) 879-1133 Sitio web: www.dccourts.gov

District of Columbia

Demandante

contra

Número de Caso: _____

Marriott International, Inc
 10400 Fernwood Road
 Bethesda, MD 20817

Demandado

CITATORIO

Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veintiún (21) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días, contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

A usted también se le requiere presentar la Contestación original al Tribunal en la Oficina 5000, sito en 500 Indiana Avenue, N.W., entre las 8:30 a.m. y 5:00 p.m., de lunes a viernes o entre las 9:00 a.m. y las 12:00 del mediodía los sábados. Usted puede presentar la Contestación original ante el Juez ya sea antes que usted le entregue al demandante una copia de la Contestación o en el plazo de siete (7) días de haberle hecho la entrega al demandante. Si usted incumple con presentar una Contestación, podría dictarse un fallo en rebeldía contra usted para que se haga efectivo el desagravio que se busca en la demanda.

Jimmy R. Rock (DC Bar# _____)
 Nombre del abogado del Demandante

SECRETARIO DEL TRIBUNAL

441 4th Street, N.W. Suite 600 South
 Dirección
 Washington, DC 20001

Por: _____
 Subsecretario

202-741-0770
 Teléfono

Fecha _____

如需翻译, 请打电话 (202) 879-4828 Veuillez appeler au (202) 879-4828 pour une traduction Để có một bản dịch, hãy gọi (202) 879-4828
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IMPORTANTE: SI USTED INCUMPLE CON PRESENTAR UNA CONTESTACIÓN EN EL PLAZO ANTES MENCIONADO O, SI LUEGO DE CONTESTAR, USTED NO COMPARECE CUANDO LE AVISE EL JUZGADO, PODRÍA DICTARSE UN FALLO EN REBELDÍA CONTRA USTED PARA QUE SE LE COBRE LOS DAÑOS Y PERJUICIOS U OTRO DESAGRAVIO QUE SE BUSQUE EN LA DEMANDA. SI ESTO OCURRE, PODRÍA RETENÉRSELE SUS INGRESOS, O PODRÍA TOMÁRSELE SUS BIENES PERSONALES O BIENES RAÍCES Y SER VENDIDOS PARA PAGAR EL FALLO. SI USTED PRETENDE OPONERSE A ESTA ACCIÓN, NO DEJE DE CONTESTAR LA DEMANDA DENTRO DEL PLAZO EXIGIDO.

Si desea conversar con un abogado y le parece que no puede pagarle a uno, llame pronto a una de nuestras oficinas del Legal Aid Society (202-628-1161) o el Neighborhood Legal Services (202-279-5100) para pedir ayuda o venga a la Oficina 5000 del 500 Indiana Avenue, N.W., para informarse sobre otros lugares donde puede pedir ayuda al respecto.

Vea al dorso el original en inglés
 See reverse side for English original