

Exhibit A

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Kenneth Freeman

1 Evan Selik (SBN 251039)
Christine Zaouk (SBN 251355)
2 McCATHERN, LLP
523 West Sixth Street, Suite 830
3 Los Angeles, California 90014
4 (213) 225-6150 / Fax (213) 225-6151
eselik@mccathernlaw.com
5 czaouk@mccathernlaw.com

6 Attorneys for Plaintiff,
7 NOAH TANNENBAUM

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10
11 NOAH TANNENBAUM, individually and on) CASE NO.
behalf of other persons similarly situated,)

12 Plaintiffs,)

) **CLASS ACTION**

13 vs.)

) **COMPLAINT**

14 MARRIOT INTERNATIONAL, INC.; SLS)
15 HOTEL BEVERLY HILLS and DOES 1-50)

) **1. VIOLATION OF CONSUMERS
LEGAL REMEDIES ACT (Cal.
Civil Code §§1750 et seq.)**

16 Defendants.)

) **2. UNFAIR COMPETITION (Bus. &
Prof Code. §§17200 et seq.)**

) **3. BREACH OF CONTRACT**

) **DEMAND FOR JURY TRIAL**
)
)
)

21
22 Plaintiff, NOAH TANNENBAUM (“Plaintiff”) on behalf of himself, and all others
23 similarly situated, complains and alleges as follows:

24 **INTRODUCTION**

25 1. This is a class action lawsuit under California Code of Civil Procedure §382,
26 seeking, restitution under the Business & Professions Code §§17200 et seq. and under the
27 Consumer Legal Remedies Act, (Civ. Code §§1750 et seq.) for deceptive acts or practices by
28

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523 West Sixth Street, Suite 830
Los Angeles, CA 90014
(213) 225-6150

1 Defendants, injunctive relief and other equitable relief, breach of contract damages, reasonable
2 attorneys’ fees and costs, brought on behalf of Plaintiff and others similarly situated.

3 **JURISDICTION AND VENUE**

4 2. This Court has jurisdiction over this action under Article 6 of the California
5 Constitution and California Code of Civil Procedure §410.10.

6 3. This Court has jurisdiction over Plaintiff’s and Class Members’ claims for
7 declaratory relief under California Code of Civil Procedure §1060.

8 4. This Court has jurisdiction over Plaintiff’s and the Class Members’ claims for
9 injunctive relief, and from Defendant’s unlawful and/or unfair business practices under Business &
10 Professions Code §§17200 *et seq.*

11 5. Venue is proper in this judicial district, pursuant to California Code of Civil
12 Procedure §395.5 because it is where Defendant, SLS Hotel of Beverly Hills, is located.

13 **PARTIES**

14 6. Plaintiff is, and at all relevant times was, a California resident. Within the statute of
15 limitations for the claims made herein, Plaintiff experienced Defendant’s unlawful and deceptive
16 acts and practices.

17 7. Plaintiff appears in this action on behalf of himself and on behalf of all others
18 similarly situated.

19 8. Defendant, Marriot International, Inc., (hereinafter “Marriot”) owns hotels
20 throughout California, the United States and the world.

21 9. Defendant, SLS Hotel of Beverly Hills (hereinafter “SLS Hotel”) operates a hotel
22 located at 465 South La Cienega Boulevard in Los Angeles California 90048.

23 10. Plaintiff is informed and believes that DOES 1 through 50 are corporations,
24 individuals, limited liability partnerships, limited liability companies, general partnerships, sole
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McCATHERN LLP
523 West Sixth Street, Suite 830
Los Angeles, CA 90014
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1 proprietorships or are other business entities or organizations of a nature not currently known to
2 Plaintiff.

3 11. Plaintiff is unaware of the true names of Defendants DOES 1 through 50. Plaintiff
4 sues said defendants by said fictitious name, and will amend this complaint when the true names
5 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
6 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
7 named Defendants is in some manner responsible for the events and allegations set forth in this
8 Complaint.
9

10 12. Plaintiff is informed and believes, and based thereon alleges that at all relevant
11 times, each Defendant was an employer, was the principal, agent, partner, joint venture, officer,
12 director, controlling shareholder, subsidiary affiliate, parent corporation, successor in interest
13 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or
14 all of the other Defendants in a joint enterprise for profit and bore such other relationships to some
15 or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged
16 in this complaint. Plaintiffs are further informed and believe and thereon allege that each Defendant
17 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
18 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
19 controlled, aided and abetted the conduct of all other Defendants. As used in this Complaint
20 “Defendant” means “Defendants and each of them,” and refers to the Defendants named in the
21 particular cause of action and DOES 1 through 50.
22
23

24 13. At all times mentioned herein, each Defendant was the co-conspirator, agent,
25 servant, employee, and/or joint venture of each of the other Defendants and was acting within the
26 course and scope of said conspiracy, agency, employment, and/or joint venture and with the
27 permission and consent and knowledge of each of the other Defendants.
28

FACTS COMMON TO ALL CAUSES OF ACTION

1
2 14. On December 31, 2020, Mr. Tannenbaum checked into the SLS Hotel. The SLS
3 Hotel required a debit or credit card for incidentals for his stay. The SLS Hotel attendant advised
4 Mr. Tannenbaum that the SLS Hotel would be placing a hold on the card. Based on this
5 representation, Mr. Tannenbaum used a debit card. The SLS Hotel did not place a hold on his debit
6 card; rather the SLS Hotel deducted \$300.00 from Mr. Tannenbaum’s checking account directly
7 tied to his debit card.
8

9 15. During his stay at the SLS Hotel, Mr. Tannenbaum spent \$23.00 on miscellaneous
10 items and \$55.00 on parking at the SLS Hotel, totaling \$78.00 in incidentals.

11 16. On January 4, 2021, Mr. Tannenbaum checked out of the SLS Hotel.

12 17. On January 5, 2021, the SLS Hotel charged Mr. Tannenbaum’s debit card on file
13 \$78.00 in incidentals including parking, and returned back to him the \$300.00 withdrawn from his
14 debit card account. The SLS Hotel did not, however, return to Mr. Tannenbaum the interest that
15 accrued from December 31, 2021 through January 4, 2021. The SLS Hotel kept that accrued
16 interest.
17

18 18. Defendants and Plaintiff entered into a Digital Entry Terms of Use contract which
19 stated:

20
21 “[U]pon check-in, your card issuing bank will place a hold on your debit or credit
22 card for room & tax charges, any applicable resort fees, plus an amount for
23 incidentals per day for the entire stay (may vary by location). This hold will not be
24 released by the issuing bank for up to five (5) business days. You authorize us to
25 place this hold against your credit or debit card to guarantee any and all charges
and, in the event that you do not settle your account subsequent to your departure,
you hereby authorize us to charge your credit or debit card or apply funds you have
on deposit with us against what you owe.”

26 19. This contract does not authorize or allow Defendants to withdraw money from
27 Plaintiff, or any similarly situated consumers’ debit card. Nor does this contract authorize or allow
28 Defendants to withdraw money from Plaintiff, or any similarly situated consumers’ debit card, and

McCATHERN LLP
523 West Sixth Street, Suite 830
Los Angeles, CA 90014
(213) 225-6150

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 — (213) 225-6150

1 retain the interest accrued on that money withdrawn upon return of the funds.

2 20. Furthermore, Mr. Tannenbaum relied on the representations made by the SLS Hotel
 3 attendant who advised that a hold would be placed on the debit card. Evidence that Mr.
 4 Tannenbaum reasonably relied on said representation was that he provided a debit card instead of a
 5 credit card for the purported “hold” for incidentals. Since the SLS Hotel did not place a “hold” as
 6 represented, but actually withdrew money from Mr. Tannenbaum’s account, he was unable to use
 7 the \$300.00.
 8

9 21. As a result of this conduct, Defendants have profited from retaining the interest on
 10 the money withdrawn by Defendants.
 11

12 **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

13 22. Plaintiff brings this action on behalf of himself and on behalf of all other similarly
 14 situated persons as a class action pursuant to Code Civ. Proc. §382. The members of the Class are
 15 defined as follows:

16 **CLASS ONE** – All people from January 4, 2018 through present day who: (1) paid
 17 for a hotel room at the SLS Hotel; (2) used a debit card for incidentals; (3) had
 18 money actually withdrawn from their debit card account for incidentals; and (4) were
 not returned the interest accrued on the debited amount.

19 **CLASS TWO** – All people from January 4, 2018 through present day who: (1) were
 20 told by the SLS Hotel that it would be placing a hold on their card for incidentals; (2)
 21 paid for a hotel room at the SLS Hotel; (3) used a debit card for incidentals; (4) had
 money actually withdrawn from their debit card account for incidentals; and (4) were
 not returned the interest accrued on the debited amount.

22 **CLASS THREE** – All people from January 4, 2022 until this lawsuit is resolved
 23 who: (1) paid for a hotel room at the SLS Hotel; (2) used a debit card for incidentals;
 24 (3) had money actually withdrawn from their debit card account for incidentals; and
 (4) were not returned the interest accrued on the debited amount.

25 23. This action has been brought and may be properly maintained as a class action
 26 pursuant to the provisions of Code of Civ. Pro. §382 and other applicable law.

27 ///

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523 West Sixth Street, Suite 830
Los Angeles, CA 90014
(213) 225-6150

1 24. **Numerosity of the Classes:** Members of the Classes are so numerous that their
2 individual joinder is impracticable. Plaintiff estimates that there are no less than 1,000 persons in
3 the identified Classes. The precise number of Class members and their addresses are unknown to
4 Plaintiff. However, Plaintiff is informed and believes that the number can be obtained from
5 Defendants’ hotel records that identify the names of class members. Class members may be
6 notified of the pendency of this action by conventional mail, electronic mail, the Internet, or
7 published notice.

9 25. **Existence of Predominance of Common Questions of Fact and Law:** Common
10 questions of law and fact exist as to all members of the Classes. These questions predominate over
11 any questions effecting only individual members of the Classes. These common factual and legal
12 questions include:

13 (a) Whether it is Defendants’ policy and procedure to advise consumers that the
14 SLS Hotel will be place a hold on the consumer’s debit card for incidentals, but actually withdraw
15 the money from the debit card account;

16 (b) Whether it is Defendants’ policy and procedure to withdraw money for
17 incidentals from a consumers’ debit card account;

18 (c) Whether it is Defendants’ policy and procedure to retain the interest accrued
19 on the money it withdrew from a consumers’ debit card account;

20 (d) Whether Defendants committed unlawful, unfair, or fraudulent business
21 practices or acts within the meaning of Business & Professions Code §§17200 *et seq.*;

22 (e) Whether Defendants’ conduct as alleged herein violated Civil Code §§1750
23 *et seq.*

24 (f) Whether Defendants’ conduct as alleged herein breached the Digital Entry
25 Terms of Use contract;

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523 West Sixth Street, Suite 830
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1 (g) Whether Defendants’ raise any affirmative defenses that are universal in
2 application.

3 26. **Typicality:** Plaintiff’s claims are typical of the claims of the members of the Classes
4 because Plaintiff, as a person who stayed at the SLS Hotel, relied on the statement made by the SLS
5 Hotel attendant, used a debit card for incidentals, had money withdrawn from his debit card
6 account, and upon return of that money did not received the accrued interest, was entitled to have
7 Defendants return to him the interest that accrued on the \$300.00 it withdrew from his debit
8 account. Plaintiff sustained the same types of injuries and losses that the Class members sustained.
9 Plaintiff is subject to the same affirmative defenses as the members of the class.
10

11 27. **Adequacy:** Plaintiff will adequately and fairly protect the interests of the members
12 each of the Classes. Plaintiff has no interest adverse to the interests of absent Class members.
13 Plaintiff is represented by legal counsel who has substantial class action experience in civil
14 litigation.
15

16 28. **Superiority:** A class action is superior to other available means for fair and efficient
17 adjudication of the claims of the Classes and would be beneficial for the parties and the court.
18 Class action treatment will allow a large number of similarly situated persons to prosecute their
19 common claims in a single forum, simultaneously, efficiently, and without the unnecessary
20 duplication of effort and expense that numerous individual actions would require. The monetary
21 amounts due to many individual class members are likely to be relatively small, and the burden and
22 expense of individual litigation would make it difficult or impossible for individual members of
23 each Class to seek and obtain relief. A class action will serve an important public interest by
24 permitting such individuals to effectively pursue recovery of the sums owed to them. Further, class
25 litigation prevents the potential for inconsistent or contradictory judgments raised by individual
26 litigation.
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McCATHERN LLP
523 West Sixth Street, Suite 830
Los Angeles, CA 90014
(213) 225-6150

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FIRST CAUSE OF ACTION
BREACH OF CONTRACT
(By Plaintiff and all Classes against all Defendants)

29. Plaintiff incorporates paragraphs 1 through 28 of this complaint as though fully alleged herein.

30. Plaintiff, and those similarly situated, entered into a written contract (with implied provisions) with Defendants. The Digital Entry Terms of Use contract stated:

“[U]pon check-in, your card issuing bank will place a hold on your debit or credit card for room & tax charges, any applicable resort fees, plus an amount for incidentals per day for the entire stay (may vary by location). This hold will not be released by the issuing bank for up to five (5) business days. You authorize us to place this hold against your credit or debit card to guarantee any and all charges and, in the event that you do not settle your account subsequent to your departure, you hereby authorize us to charge your credit or debit card or apply funds you have on deposit with us against what you owe.”

Attached hereto and incorporated herein as **Exhibit 1** is a true and correct copy of the contract.

31. As more fully set forth in the paragraphs incorporated herein, Defendants breached the contract by failing to provide Plaintiff and the putative classes’ interest accrued on money Defendants’ withdrew from their debit card accounts.

32. Plaintiff and the putative classes have performed all covenants and conditions required under the contract or have been excused from doing so due to Defendants’ breach.

33. As a proximate result of Defendants’ breach, Plaintiff and the putative classes suffered economic loss.

SECOND CAUSE OF ACTION
VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT
(By Plaintiff and Class Two against all Defendants)

34. Plaintiff incorporates paragraphs 1 through 33 of this complaint as though fully alleged herein.

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McCATHERN LLP
523 West Sixth Street, Suite 830
Los Angeles, CA 90014
(213) 225-6150

1 43. This cause of action is brought pursuant to the Unfair Competition Law of the
2 Business & Professions Code §§17200 *et seq.* Defendants’ conduct constitutes unfair, unlawful or
3 fraudulent business practices within the meaning of Business & Professions Code §17200.

4 44. Plaintiff brings this cause of action on behalf of the general public solely in their
5 capacities as private attorneys general pursuant to Business & Professions Code §17204.

6 45. Plaintiff is informed and believes and based thereon alleges that Defendants own and
7 operate a hotel located in Los Angeles, California. At all times during the liability period,
8 Defendants rented hotel rooms to the general public.

9 46. At all times during the liability period when Defendants’ patrons suffered injury as a
10 result of Defendants policy and procedure of withdrawing money from SLS Hotel patron’s debit
11 card accounts for incidentals and upon return of said monies did not return their accrued interest.
12

13 47. Some of these patrons were advised by Defendants’ employee(s) that a hold would
14 be placed on the patrons debit card when, in fact, Defendants would be withdrawing the funds.

15 48. Plaintiff is informed and believes and based thereon alleges that Defendants’
16 conduct violated Business & Professions Code §§17200 *et seq.* as it was unlawful, unfair or
17 fraudulent.
18

19 49. At all times during the liability period, Plaintiff and others similarly situated were
20 victims of these practices of Defendants.

21 50. By retaining the interest it made from Plaintiff and the putative classes money from
22 the above referenced practice, Defendants unfairly made, and are unfairly making, more money.
23

24 51. At all times during the liability period, Plaintiff and those other similarly situated
25 were not provided their accrued interest on the money Defendants withdrew from their debits card
26 accounts.

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McCATHERN LLP
523 West Sixth Street, Suite 830
Los Angeles, CA 90014
(213) 225-6150

PRAYER FOR RELIEF

1
2 WHEREFORE, Plaintiff on behalf of himself and all others similarly situated, pray for relief
3 and judgment against Defendants as follows:

4 1. That this action be certified as a class action pursuant to Code of Civil Procedure
5 §382;

6
7 2. That pursuant to Business & Professions Code §17204, Defendants, its officers,
8 directors, principals, assignees, successors, agents, representatives, employees, subsidiaries,
9 affiliates, and all persons, corporations and other entities acting by, through, under, or on
10 behalf of said defendant, or acting in concert or participation with it, be permanently enjoined
11 from directly or indirectly committing any violations of Business and Professions Code
12 §§17200 *et seq.*, including, but not limited to, the violations alleged in this complaint;

13 3. Ordering the disgorgement of all sums unjustly obtained from Plaintiff, the members
14 of the Classes and the public;

15 4. Ordering Defendant to make restitution to Plaintiff, the members of the Classes and
16 the public if it is found the practices are illegal;

17 5. An order granting the relief sought in the first cause of action for Plaintiff and each
18 member of the Classes;

19 6. Awarding prejudgment and post-judgment interest at the maximum legal rate;

20 7. Awarding attorneys’ fees according to proof;

21 8. Awarding costs of suit herein; and

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9. All such other and further relief as the Court deems just.

Date: January 4, 2022

Respectfully Submitted,

McCATHERN LLP

By: *Evan Selik*
EVAN SELIK
CHRISTINE ZAOUK
Attorney for Plaintiff,
NOAH TANNENBAUM

McCATHERN LLP
523 West Sixth Street, Suite 830
Los Angeles, CA 90014
(213) 225-6150

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EXHIBIT 1



Digital Entry Terms of Use

1. Upon receiving a digital key, the first night's charges will be applied to your credit card on file.
2. Credit and Debit Card Processing
 - a. Upon check-in, your card issuing bank will place a hold on your debit or credit card for room & tax charges, any applicable resort fees, plus an amount for incidentals per day for the entire stay (may vary by location).
 - b. This hold will not be released by the issuing bank for up to five (5) business days after your departure.
 - c. You authorize us to place this hold against your credit or debit card to guarantee any and all charges and, in the event that you do not settle your account subsequent to your departure, you hereby authorize us to charge your credit or debit card or apply funds you have on deposit with us against what you owe.
3. Every effort will be made to accommodate your requests for specific room type and location, however, we are unable to guarantee any requests as rooms are not assigned until check in. Additional fees may apply depending on the specific requests.
4. Nightly Resort Fees may apply.
5. Additional charges per occupant, per night, above 2 occupants per room may apply.
6. Regardless of billing or master account arrangements, you are liable for any and all charges posted to your room(s). You are further liable for all damages to the room(s) caused by you or your guests/invitees during your stay.
7. If there is evidence of smoking in your room you will incur a deep cleaning fee charged to your account.
8. Should your plans require you to adjust your departure date, please check with the Front Desk on room availability, but note that your rate is subject to change. Please notify the Front Desk immediately if there are any errors to name, rate or length of stay.
9. You agree that any guests in your room are authorized by you to charge to the room from anywhere in the Hotel or on hotel premises, unless you advise the Front Desk otherwise.
10. By providing your e-mail address, you consent to receiving promotional e-mails from Marriott and its related and/or affiliated properties. For information on Marriott's privacy policy, please visit [Marriott.com/privacy](https://www.marriott.com/privacy).

11. You may enroll to receive special offers by agreeing to the use of beacon technology. Beacon technology allows us to collect information about your location within participating hotels through your mobile phone or device's Bluetooth or similar capabilities in combination with technology implemented by our properties. We will only gather these kinds of location information if you agree to share them with us by opting-in within the Marriott App (either during your initial login or later) to receive the special offers and by enabling these capabilities on your mobile device. Once you have opted-in to receive the Marriott special offers and consented to our gathering of location information, the Marriott App will continue to collect location information until you log off (it will gather location information if it is running in the background) or use your phone's or other device's setting to disable your mobile device's applicable geolocation, GPS, Bluetooth or similar capabilities for the Marriott App.

12. To the maximum extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with his/her use, or inability to use, a digital key, including, without limitation any liability for loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

13. In the event required by local law, we may ask you to manually sign a guest registration card, provide identification and/or provide information on any vehicles you may have on the hotel premises.

14. For your Security

- a. Use Safety Deposit Box for valuables.
- b. Secure deadbolt and doorguard.
- c. Use viewport to ID all visitors.
- d. Safeguard and keep your keycard and personal electronic device containing your digital guestroom key with you at all times.
- e. Ensure that all windows and doors are locked.

Related Links

[Privacy Center >](#)

[SMS Messaging Terms of Use >](#)

[Terms of Use >](#)

EXHIBIT 2

MCCATHERN

June 29, 2021

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Marriot International, Inc.
10400 Fernwood Road
Bethesda, Maryland 20817

SLS Hotel Beverly Hills
465 S. La Cienega Blvd.
Los Angeles, California 90048

Re: Demand Letter Pursuant to California Civil Code §1782

To Whom It May Concern:

This letter serves as a preliminary notice and demand for corrective action by Marriot International, Inc. and SLS Hotel Beverly Hills pursuant to California Civil Code §1782, on behalf of my client, Noah Tannenbaum, and all other persons similarly situated.

Marriot and the SLS Hotel have a policy and practice of not paying those consumers who stay at the SLS Hotel Beverly Hills their interest accrued on their security deposit when the security deposit is held by a debit card.

Mr. Tannenbaum is a resident of the State of California and is a consumer as defined in California Civil Code §1761(d) in that he purchased a room at the SLS Hotel Beverly Hills for personal purposes. Mr. Tannenbaum checked into the SLS Hotel on December 31, 2020 and checked out on January 4, 2021. He used a debit card for his security deposit. The SLS Hotel deducted \$300.00 from his debit card upon check in on December 31, 2020. While staying at the hotel, Mr. Tannenbaum spent \$78.00 placed on his room tab. Upon check out on January 4, 2021, the SLS Hotel returned Mr. Tannenbaum's \$300.00. The SLS Hotel did not, however, give Mr. Tannenbaum the interest that accrued on his \$300.00 over those four days.

By Marriot and the SLS Hotel's conduct they have violated numerous provisions of California law, including the Consumers Legal Remedies Act, Civil Code §1770(a)(14), (16), and (17).

We hereby demand that Marriot and the SLS Hotel immediately (1) cease and desist from further withholding of consumers interest on their security deposits when a debit card is used, and (2) make full restitution to all consumers that purchased a room at the SLS Hotel Beverly Hills and used a debit card for security deposit who did not receive the interest upon return of their security deposit.

Marriot International, Inc.
SLS Hotel Beverly Hills
June 29, 2021
Page 2

It is further demanded that Marriot and the SLS Hotel preserve all documents and other evidence which refer or relate to any of the above-described practice including but not limited to, the following:

1. All documents concerning claims or complaints made to the SLS Hotel or Marriot in California within the past three years where the consumer purchased a room at the SLS Hotel, used their debit card for security deposit and was not provided the interest back to them along with the returned security deposit; and
2. All documents that show communications with Marriot or SLS Hotel employees within the past three years in California concerning such complaints on this practice.

Pursuant to California Civil Code §1782, please comply with this demand within 30 days from receipt of this letter.

We are willing to negotiate with Marriot and the SLS Hotel to attempt to resolve the demands asserted in this letter. If Marriot and the SLS Hotel wish to enter into such discussions, please contact the undersigned.

If Marriot and the SLS Hotel contend that that any statement in this letter is inaccurate in any respect, please provide me with your contentions and supporting documents upon receipt of this letter, but in no event later than 30 days from the date of receipt.

Respectfully,

McCATHERN

Evan Selik

EVAN SELIK
Attorney at Law

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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for himself and the Classes on all claims so triable.

Date: January 4, 2022

Respectfully Submitted,

McCATHERN LLP

By: *Evan Selik*
EVAN SELIK
CHRISTINE ZAOUK
Attorney for Plaintiff,
NOAH TANNENBAUM

McCATHERN LLP
523 West Sixth Street, Suite 830
Los Angeles, CA 90014
(213) 225-6150