Nos. 22-01744, 22-01745

IN THE UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

IN RE: MARRIOTT INTERNATIONAL, INC., CUSTOMER DATA SECURITY BREACH LITIGATION

JOINT APPENDIX
Volume I of V (Pages JA1 – JA500)

On Appeal from the United States District Court for the District of Maryland, MDL No. 19-md-2879 (Grimm, J.)

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APPEAL,SM

U.S. District Court
District of Maryland (Greenbelt)
CIVIL DOCKET FOR CASE #: 8:19-md-02879-PWG

In Re: Marriott International, Inc., Customer Data Security Breach Litigation
Assigned to: Judge Paul W. Grimm
Case in other court: Fourth Circuit Court of Appeals, 22-00184
Cause: 28:1332 Diversity Action

Date Filed: 02/06/2019
Jury Demand: Both

Date Filed	#	Docket Text
02/06/2019	1	MDL Certified Transfer Order Transferring the cases on Schedule A to the District of Maryland (cags, Deputy Clerk) (Entered: 02/06/2019)
02/07/2019	2	ORDER Advising Counsel the court will be issuing a pretrial order addressing the scheduling of, and preparation for, a Case Management Conference. In the meantime, the stays that previously have been imposed will remain in effect, and no pleadings or motions should be filed until after the Case Management Conference has taken place and a scheduling order has been issued. Signed by Judge Paul W. Grimm on 2/7/2019. Associated Cases: 1:19-md-02879-PWG et al.(cags, Deputy Clerk) (Entered: 02/07/2019)
02/13/2019	3	CASE MANAGEMENT ORDER No. 1. Signed by Judge Paul W. Grimm on 2/13/2019 Associated Cases: 8:19-md-02879-PWG et al.(cags, Deputy Clerk) (Entered: 02/13/2019)
02/14/2019	4	NOTICE by David Sparks, Peter Tapling *Acceptance of Appointment as Plaintiffs' Interim Coordinating Counsel* Associated Cases: 8:19-md-02879-PWG et al.(Friedman, Andrew) (Entered: 02/14/2019)
02/15/2019	5	NOTICE of Appearance by Roland Tellis on behalf of Kathleen Frakes Hevener, Peter Maldini, Tamara Wallace Associated Cases: 8:19-md-02879-PWG et al.(Tellis, Roland) (Entered: 02/15/2019)
02/18/2019	6	NOTICE of Appearance by David Bruce Poole, Sr on behalf of Kathleen Frakes Hevener, Peter Maldini, Tamara Wallace (Poole, David) (Entered: 02/18/2019)
02/19/2019	7	NOTICE of Appearance by Garrett Dennis Blanchfield, Jr on behalf of Kent Toft (Blanchfield, Garrett) (Entered: 02/19/2019)
02/19/2019	8	PAPERLESS ORDER clarifying that the process and deadline for applying for the positions of plaintiffs' lead counsel, liaison counsel, and steering committee will be discussed at the Case Management Conference on April 5, 2019. Signed by Judge Paul W. Grimm on 2/19/2019. Associated Cases: 8:19-md-02879-PWG et al.(lmys, Chambers) (Entered: 02/19/2019)
02/19/2019	9	NOTICE of Appearance by Stacey P Slaughter on behalf of Adam Borst Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00060-PWG(Slaughter, Stacey) (Entered: 02/19/2019)

02/19/2019	10	NOTICE of Appearance by Marc H Edelson on behalf of Robert Gamburg (Attachments: # 1 certificate of service)(Edelson, Marc) (Entered: 02/19/2019)
02/19/2019	11	NOTICE of Appearance by Ivy T. Ngo on behalf of Dennis Desalvo, Pamela Moore (Ngo, Ivy) (Entered: 02/19/2019)
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02/20/2019	13	NOTICE of Appearance by Adam L Van Grack on behalf of Michele Emanuele, Michelle Plotsker, Joely Sciascia (Attachments: # 1 Attachment Certificate of Service) (Van Grack, Adam) (Entered: 02/20/2019)
02/20/2019	14	NOTICE of Appearance by Robb Adam Longman on behalf of Michele Emanuele, Michelle Plotsker, Joely Sciascia (Longman, Robb) (Entered: 02/20/2019)
02/20/2019	15	NOTICE of Appearance by Theodore B Kiviat on behalf of Michele Emanuele, Michelle Plotsker, Joely Sciascia (Attachments: # 1 Attachment Certificate of Service) (Kiviat, Theodore) (Entered: 02/20/2019)
02/20/2019	16	NOTICE of Appearance by Liberato Peter Verderame on behalf of Robert Gamburg (Verderame, Liberato) (Entered: 02/20/2019)
02/20/2019	17	NOTICE of Appearance by Jason Jacob Mendro on behalf of Bao Giang Val Bauduin, Marriott International, Inc., Kathleen Kelly Oberg, Arne M. Sorenson (Mendro, Jason) (Entered: 02/20/2019)
02/20/2019	18	NOTICE of Appearance by Jeffrey Saul Rosenberg on behalf of Bao Giang Val Bauduin, Marriott International, Inc., Kathleen Kelly Oberg, Arne M. Sorenson (Rosenberg, Jeffrey) (Entered: 02/20/2019)
02/20/2019	19	NOTICE of Appearance by Caroline T White on behalf of Bank of Louisiana Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(White, Caroline) (Entered: 02/20/2019)
02/20/2019	20	NOTICE by Marriott Hotel Services, Inc., Marriott International, Inc., Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC re 3 Case Management Order *Acceptance of the Courts appointment as Interim Coordinating Counsel for the Defendants* (Keteltas, Gilbert) (Entered: 02/20/2019)
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02/21/2019	22	MDL Certified Transfer Order No. 1 Transferring the cases listed to the District of Maryland. Associated Cases: 8:19-md-02879-PWG et al.(cags, Deputy Clerk) (Entered: 02/21/2019)
02/21/2019	23	NOTICE of Appearance by William H Murphy, III on behalf of Harry Bell Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03684-PWG(Murphy, William) (Entered: 02/21/2019)
02/21/2019	24	NOTICE of Appearance by William H Murphy, III on behalf of Hope Turner Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03763-PWG(Murphy, William) (Entered: 02/21/2019)
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02/21/2019	27	NOTICE of Appearance by Eve-Lynn J Rapp on behalf of Donna Hiteshew Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03755-PWG(Rapp, Eve-Lynn) (Entered: 02/21/2019)
02/21/2019	28	NOTICE of Appearance by Stuart A Davidson on behalf of Bank of Louisiana, Kirk Huddles, Karen Markus-Handis, Chris Taylor Associated Cases: 8:19-md-02879-PWG, 1:18-cv-03724-PWG, 8:18-cv-03833-PWG(Davidson, Stuart) (Entered: 02/21/2019)
02/21/2019	29	(FILED IN ERROR BY FILER) NOTICE of Appearance by Thomas Matthew Sobol on behalf of Monica Celeste Madolora (Attachments: # 1 Attachment A, # 2 Attachment Certificate of Service)Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03961-PWG(Sobol, Thomas) Modified on 2/22/2019 (heps, Deputy Clerk). (Entered: 02/21/2019)
02/21/2019	30	NOTICE of Appearance by Thomas Loeser on behalf of Monica Celeste Madolora (Attachments: # 1 Attachment A, # 2 Attachment Certificate of Service)Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03961-PWG(Loeser, Thomas) (Entered: 02/21/2019)
02/22/2019	31	MDL Certified Transfer Order No. 2 transferring the listed case to the District of Maryland. Associated Cases: 8:19-md-02879-PWG et al.(cags, Deputy Clerk) (Entered: 02/22/2019)
02/22/2019	32	NOTICE of Appearance by Rafey Balabanian on behalf of Donna Hiteshew Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03755-PWG(Balabanian, Rafey) (Entered: 02/22/2019)
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02/22/2019	34	NOTICE of Appearance by William Nelson Sinclair on behalf of Bank of Louisiana Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Sinclair, William) (Entered: 02/22/2019)
02/22/2019	35	NOTICE of Appearance by Andrew C White on behalf of Bank of Louisiana Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(White, Andrew) (Entered: 02/22/2019)
02/22/2019	36	NOTICE of Voluntary Dismissal by Kirk Huddles, Karen Markus-Handis, Chris Taylor Associated Cases: 8:19-md-02879-PWG, 1:18-cv-03724-PWG(Sinclair, William) (Entered: 02/22/2019)
02/22/2019	37	NOTICE of Appearance by Nicholas Charles Bonadio on behalf of Monica Celeste Madolora (Attachments: # 1 Attachment Plaintiff List, # 2 Attachment Certificate of Service)Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03961-PWG(Bonadio, Nicholas) (Entered: 02/22/2019)
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02/22/2019	42	NOTICE of Appearance by Joseph Charles Bourne on behalf of Dianne King Associated Cases: 8:19-md-02879-PWG et al.(Bourne, Joseph) (Entered: 02/22/2019)
02/22/2019	43	NOTICE of Appearance by Steven Donald Silverman on behalf of Bank of Louisiana Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Silverman, Steven) (Entered: 02/22/2019)
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02/22/2019	46	NOTICE of Appearance by Melissa Robin Emert on behalf of Michele Emanuele, Michelle Plotsker, Joely Sciascia (Emert, Melissa) (Entered: 02/22/2019)
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02/23/2019	48	NOTICE of Appearance by Mila Finkelstein Bartos on behalf of David Bernstein, Richard Davis, Daniel Meyerson, Joel Nice, Seraphin Nicholson (Bartos, Mila) (Entered: 02/23/2019)
02/23/2019	49	NOTICE of Appearance by Gayle M Blatt on behalf of Clarice Notley, Clarice Notley (Blatt, Gayle) (Entered: 02/24/2019)
02/25/2019	50	NOTICE of Appearance by Jeffrey M Mervis on behalf of Donna Hiteshew (Mervis, Jeffrey) (Entered: 02/25/2019)
02/25/2019	51	NOTICE of Appearance by Anne Marie Janine de Bartolomeo on behalf of Bari Vapnek (de Bartolomeo, Anne Marie) (Entered: 02/25/2019)
02/25/2019	52	NOTICE of Appearance by Thomas E Loeser on behalf of Lisa Axelrod Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00516-PWG(Loeser, Thomas) (Entered: 02/25/2019)
02/25/2019	53	NOTICE of Appearance by Julie B Palley on behalf of John H. Cottrell, Sheila Coughlin, Torri A. Gaines, Brent McArthur, Sara Schauer, John Scribner, Edward Twine, Martha Cebrian Vega, Jeffrey Erlbaum Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03764-PWG, 8:18-cv-03892-PWG(Palley, Julie) (Entered: 02/25/2019)
02/25/2019	54	MARGINAL ORDER APPROVING 36 Notice of Voluntary Dismissal and DISMISSING CASE. Signed by Judge Paul W. Grimm on 2/22/2019. Associated Cases: 8:19-md-02879-PWG, 1:18-cv-03724-PWG(kns, Deputy Clerk) (Entered: 02/25/2019)
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02/25/2019	56	NOTICE of Appearance by Megan Elizabeth Jones on behalf of Amanda Arnold, Edward Baker, Brad Barringer, Kiana Belcher, Kevin Berry, Susan Beverley(PWG 19-94), Douglas Blake, Michael Blicher, Carol Blood, Robert Bluestone, Tanesha Boradgiak, Michael Bunker, Brenda Burr, Yvette Butler, Shelia Canipe, Deana Cannon, Catherine Carlberg, Ruthanne Carpenter, Cheryl Castor, Michael Castor, Crystal Chambers, Kathleen Christensen, Prudence Concert-White, Curtis Cummings, Mary Ellen Davey, Christopher Davies, Dorothy Davis, Karen Davis, Kenneth Davis, Graves De Armond, Cynthia Deese, May Desrochers, Scott Dias, Sami Difuntorum, Jonathan Dodart, Julie Duchsherer, Mark Duffey, Gretchen Ehle, Vance Edward Eichelberger, Carla Engle, Barbara Erickson, Michelle Featherstone, Ronald Michael Feschak, Nathan Finney(PWG 19-94), Janice Frazier-Scott, Lisa Frederickson, Michael Freeland, Lisa Fritz, Marlon Gaines, Steve Gajewski, Laurene Gallway, Eric Gault, Betsy Gentry, Scott Gideon, John Gilliland, Jon Goldberg, Angela Gresh, Latausha Griffin, Jernard Griggs, Edward Hanley, Charles Hanson, Sheila Harrison, Danielle Hayes, Phyllis Hecker, Amber Helton, Jeri Holt-Minter, Virginia Howell, Donna Hughes, Patricia Huizar, Tamika Jackson, Kyle Jaski, Monica Johnson, Nikole Jordan, Mary Jo Jurey, Robert Kaiser, Lucy Karl, Jeffrey Kemp, Linda Kite, Joan Knudson, Sarah Korwan, Ronald Kotz, Ellen Kowitt, Maretta Leitka, Rik Lewis, Beverly Louk, Anthony Malfi, Patrice Matthews, Olivia May, Susan Mcintosh, David Melendez, Holger Meyer, Debra Michaud, Jack Milam, Judy Mills, Chalise Morris, Chris Morris, David Moyer, Susan Mullins, Dorothy Odie, Jeffrey Oelhafen, Christina Olsen, Carol Ostapchuk, Steven Owens, Asim Padh, Justin Palmer, Darrel Parris, Janlisa Parris, Curtis Payne, Lawrence Perlmutter, Jeninne Pitts, Christopher Pratt, Burnease Ragin, Jeffrey Rahn, Michael

		Raimondi, Karen Rambat, Michael Rapp, Kumar Rashad, Beverly Ricks, Selma Rodriguez, Ruth Patricia Rosados, Andrew Rose, Joel Rosson, Mark Rotondi, Deidrinelle Rouse, Karen Russell, Richard Ryans, Rick Sabath, Bruce Sanders, Anne Santo, Anne Savarese, Vincent Savarese, Sonja Scott, David Secrist, Shawn Seeley, Tonekia Showell, Tamika Simmonds, John Simmons, Edward Siperstein, Lee Slagle, Dale Smith, Shane Somerville, Angela Sonnier, David Sparks(PWG 19-94), David Sparks(individually and on behalf of all others similarly situated PWG 18-3703), Kent Spence, Jody Stephens, Rhonda Stevens, Theresa Sykes, Debra Talley, Peter Tapling(PWG 19-94), Peter Tapling(PWG 18-3703), Joe Taylor, Gordon Thomas, Joseph Throneberry, Beverly Tookey, Ricardo Vaquer, Edgar Vaynshteyn, Vickie Vetter, Felicia Wallace, John Waller, Kevin Walls, Jean Waskiewicz, Curtis Weaver, Ira Weintraub, Janet Wender, Marjorie Wheeler, Doreen Whelan, Debra Whiddon, Melissa White, Charles Williams, Gerald Williams, Linda Winsey, Stacey Wollman, Dennis Wooldridge, Maria Wooten, Ronzella Wright-Loftly, Jason Young, Julie Young, Melissa Yurkanin, Shaun Yurtkuran (Jones, Megan) (Entered: 02/25/2019)
02/25/2019	57	NOTICE of Appearance by Steven Mark Nathan on behalf of Amanda Arnold, Edward Baker, Brad Barringer, Kiana Belcher, Kevin Berry, Susan Beverley(PWG 19-94), Douglas Blake, Michael Blicher, Carol Blood, Robert Bluestone, Tanesha Boradgiak, Michael Bunker, Brenda Burr, Yvette Butler, Shelia Canipe, Deana Cannon, Catherine Carlberg, Ruthanne Carpenter, Cheryl Castor, Michael Castor, Crystal Chambers, Kathleen Christensen, Prudence Concert-White, Curtis Cummings, Mary Ellen Davey, Christopher Davies, Dorothy Davis, Karen Davis, Kenneth Davis, Graves De Armond, Cynthia Deese, May Desrochers, Scott Dias, Sami Difuntorum, Jonathan Dodart, Julie Duchsherer, Mark Duffey, Gretchen Ehle, Vance Edward Eichelberger, Carla Engle, Barbara Erickson, Michelle Featherstone, Ronald Michael Feschak, Nathan Finney(PWG 19-94), Janice Frazier-Scott, Lisa Frederickson, Michael Freeland, Lisa Fritz, Marlon Gaines, Steve Gajewski, Laurene Gallway, Eric Gault, Betsy Gentry, Scott Gideon, John Gilliland, Jon Goldberg, Angela Gresh, Latausha Griffin, Jernard Griggs, Edward Hanley, Charles Hanson, Sheila Harrison, Danielle Hayes, Phyllis Hecker, Amber Helton, Jeri Holt-Minter, Virginia Howell, Donna Hughes, Patricia Huizar, Tameka Jackson, Kyle Jaski, Monica Johnson, Nikole Jordan, Mary Jo Jurey, Robert Kaiser, Lucy Karl, Jeffrey Kemp, Linda Kite, Joan Knudson, Sarah Korwan, Ronald Kotz, Ellen Kowitt, Maretta Leitka, Rik Lewis, Beverly Louk, Anthony Malfi, Patrice Matthews, Olivia May, Susan Mcintosh, David Melendez, Holger Meyer, Debra Michaud, Jack Milam, Judy Mills, Chalise Morris, Chris Morris, David Moyer, Susan Mullins, Dorothy Odie, Jeffrey Oelhafen, Christina Olsen, Carol Ostapchuk, Steven Owens, Asim Padh, Justin Palmer, Darrel Parris, Janlisa Parris, Curtis Payne, Lawrence Perlmutter, Jeninne Pitts, Christopher Pratt, Burnease Ragin, Jeffrey Rahn, Michael Raimondi, Karen Rambat, Michael Rapp, Kumar Rashad, Beverly Ricks, Selma Rodriguez, Ruth Patricia Rosados, Andrew Rose, Joel Rosson, Mark Rotondi, Deidrinelle Rouse, Karen Russell, Richard Ryans, Rick Sabath, Bruce Sanders, Anne Santo, Anne Savarese, Vincent Savarese, Sonja Scott, David Secrist, Shawn Seeley, Tonekia Showell, Tamika Simmonds, John Simmons, Edward Siperstein, Lee Slagle, Dale Smith, Shane Somerville, Angela Sonnier, David Sparks(PWG 19-94), David Sparks(individually and on behalf of all others similarly situated PWG 18-3703), Kent Spence, Jody Stephens, Rhonda Stevens, Theresa Sykes, Debra Talley, Peter Tapling(PWG 19-94), Peter Tapling(PWG 18-3703), Joe Taylor, Gordon Thomas, Joseph Throneberry, Beverly Tookey, Ricardo Vaquer, Edgar Vaynshteyn, Vickie Vetter, Felicia Wallace, John Waller, Kevin Walls, Jean Waskiewicz, Curtis Weaver, Ira Weintraub, Janet Wender, Marjorie Wheeler, Doreen Whelan, Debra Whiddon, Melissa White, Charles Williams, Gerald Williams, Linda Winsey, Stacey Wollman, Dennis Wooldridge, Maria Wooten, Ronzella Wright-Loftly, Jason Young, Julie Young, Melissa Yurkanin, Shaun Yurtkuran (Nathan, Steven) (Entered: 02/25/2019)

02/25/2019	58	NOTICE of Appearance by Gretchen Freeman Cappio on behalf of Kenneth Tew, Ronald N. Walters Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03804-PWG(Cappio, Gretchen) (Entered: 02/25/2019)
02/25/2019	59	NOTICE of Appearance by Lynn L Sarko on behalf of Kenneth Tew, Ronald N. Walters Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03804-PWG(Sarko, Lynn) (Entered: 02/25/2019)
02/26/2019	60	NOTICE of Appearance by Neel Lalchandani on behalf of Josiah Trager (Lalchandani, Neel) (Entered: 02/26/2019)
02/26/2019	61	NOTICE of Appearance by Katrina Carroll on behalf of Josiah Trager (Carroll, Katrina) (Entered: 02/26/2019)
02/26/2019	62	NOTICE of Appearance by Sally Mae Handmaker Guido on behalf of Gretchen Ehle (Guido, Sally) (Entered: 02/26/2019)
02/26/2019	63	NOTICE of Appearance by Andrew N Friedman on behalf of Gretchen Ehle (Friedman, Andrew) (Entered: 02/26/2019)
02/26/2019	64	NOTICE of Appearance by Arthur Mahony Murray on behalf of Bank of Louisiana Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Murray, Arthur) (Entered: 02/26/2019)
02/26/2019	65	NOTICE of Appearance by Norman E Siegel on behalf of Nicholas Walker Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03702-PWG(Siegel, Norman) (Entered: 02/26/2019)
02/26/2019	66	NOTICE of Appearance by Barrett J Vahle on behalf of Nicholas Walker Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03702-PWG(Vahle, Barrett) (Entered: 02/26/2019)
02/26/2019	67	NOTICE of Appearance by J Austin Moore on behalf of Nicholas Walker Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03702-PWG(Moore, J) (Entered: 02/26/2019)
02/26/2019	68	NOTICE of Appearance by Joseph H Meltzer on behalf of Debra Weinstein Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03704-PWG(Meltzer, Joseph) (Entered: 02/26/2019)
02/27/2019	69	NOTICE of Appearance by Douglas J McNamara on behalf of Gretchen Ehle (McNamara, Douglas) (Entered: 02/27/2019)
02/27/2019	70	NOTICE of Appearance by David B. Fernandes on behalf of Kathleen Frakes Hevener, Peter Maldini, Tamara Wallace Associated Cases: 8:19-md-02879-PWG, 1:18-cv-03841-PWG(Fernandes, David) (Entered: 02/27/2019)
02/27/2019	71	NOTICE of Appearance by Dorothy P Antullis on behalf of Bank of Louisiana Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Antullis, Dorothy) (Entered: 02/27/2019)
02/27/2019	72	NOTICE of Appearance by Alec Tibor Coquin on behalf of Construction Laborers Pension Trust for Southern California, Dennis McGrath Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Coquin, Alec) (Entered: 02/27/2019)
02/27/2019	73	NOTICE of Appearance by Carol Cecilia Villegas on behalf of Construction Laborers Pension Trust for Southern California, Dennis McGrath Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Villegas, Carol) (Entered: 02/27/2019)
02/27/2019	74	NOTICE of Appearance by Manfred Muecke on behalf of Andrea Durkee, Nathan Esquerra Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00047-PWG(Muecke,

		Manfred) (Entered: 02/27/2019)
02/28/2019	75	NOTICE of Appearance by Christopher C Gold on behalf of Bank of Louisiana Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Gold, Christopher) (Entered: 02/28/2019)
02/28/2019	76	NOTICE of Appearance by Naumon A Amjed on behalf of Debra Weinstein Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03704-PWG(Amjed, Naumon) (Entered: 02/28/2019)
02/28/2019	77	NOTICE of Appearance by Grant Y Lee on behalf of Randall Davis Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00560-PWG(Lee, Grant) (Entered: 02/28/2019)
02/28/2019	78	NOTICE of Appearance by Elizabeth Smiley on behalf of Kathleen Frakes Hevener, Peter Maldini, Tamara Wallace Associated Cases: 8:19-md-02879-PWG, 1:18-cv-03841-PWG(Smiley, Elizabeth) (Entered: 02/28/2019)
02/28/2019	79	NOTICE of Appearance by Richard Joseph Burke on behalf of Randall Davis Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00560-PWG(Burke, Richard) (Entered: 02/28/2019)
02/28/2019	80	NOTICE of Appearance by Stephen G. Grygiel on behalf of Bank of Louisiana Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Grygiel, Stephen) (Entered: 02/28/2019)
02/28/2019	81	NOTICE of Appearance by Michael W Sobol on behalf of Matthew Crabtree, Betty Robinson-Harris Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03779-PWG(Sobol, Michael) (Entered: 02/28/2019)
02/28/2019	82	NOTICE of Appearance by Francis Paul McConville on behalf of Construction Laborers Pension Trust for Southern California, Dennis McGrath Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(McConville, Francis) (Entered: 02/28/2019)
02/28/2019	83	NOTICE of Appearance by Christopher J Keller on behalf of Construction Laborers Pension Trust for Southern California, Dennis McGrath Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Keller, Christopher) (Entered: 02/28/2019)
02/28/2019	84	NOTICE of Appearance by Chris Springer on behalf of Kenneth Tew, Ronald N. Walters Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03804-PWG(Springer, Chris) (Entered: 02/28/2019)
03/01/2019	85	NOTICE of Appearance by John A Yanchunis on behalf of Harry Bell, Edward Claffy Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03684-PWG(Yanchunis, John) (Entered: 03/01/2019)
03/01/2019	86	NOTICE of Appearance by Patrick A Barthle on behalf of Harry Bell, Edward Claffy Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03684-PWG(Barthle, Patrick) (Entered: 03/01/2019)
03/01/2019	87	MDL Certified Transfer ORDER No. 3 Transferring the attached case to the District of Maryland Associated Cases: 8:19-md-02879-PWG et al.(cags, Deputy Clerk) (Entered: 03/01/2019)
03/01/2019	88	NOTICE of Appearance by Hassan A Zavareei on behalf of John H. Cottrell, Jeffrey Erlbaum, Bari Vapnek, Nicholas Walker (Zavareei, Hassan) (Entered: 03/01/2019)
03/01/2019	89	NOTICE of Appearance by Melissa Helen Maxman on behalf of Amanda Arnold, Edward Baker, Brad Barringer, Kiana Belcher, Kevin Berry, Susan Beverley(PWG 19-94), Douglas Blake, Michael Blicher, Carol Blood, Robert Bluestone, Tanesha

		Boradgiak, Michael Bunker, Brenda Burr, Yvette Butler, Shelia Canipe, Deana Cannon, Catherine Carlberg, Ruthanne Carpenter, Cheryl Castor, Michael Castor, Crystal Chambers, Kathleen Christensen, Prudence Concert-White, Curtis Cummings, Mary Ellen Davey, Christopher Davies, Dorothy Davis, Karen Davis, Kenneth Davis, Graves De Armond, Cynthia Deese, May Desrochers, Scott Dias, Sami Difuntorum, Jonathan Dodart, Julie Duchsherer, Mark Duffey, Gretchen Ehle, Vance Edward Eichelberger, Carla Engle, Barbara Erickson, Michelle Featherstone, Ronald Michael Feschak, Nathan Finney(PWG 19-94), Janice Frazier-Scott, Lisa Frederickson, Michael Freeland, Lisa Fritz, Marlon Gaines, Steve Gajewski, Laurene Gallway, Eric Gault, Betsy Gentry, Scott Gideon, John Gilliland, Jon Goldberg, Angela Gresh, Latausha Griffin, Jernard Griggs, Edward Hanley, Charles Hanson, Sheila Harrison, Danielle Hayes, Phyllis Hecker, Amber Helton, Jeri Holt-Minter, Virginia Howell, Donna Hughes, Patricia Huizar, Tamika Jackson, Kyle Jaski, Monica Johnson, Nikole Jordan, Mary Jo Jurey, Robert Kaiser, Lucy Karl, Jeffrey Kemp, Linda Kite, Joan Knudson, Sarah Korwan, Ronald Kotz, Ellen Kowitt, Maretta Leitka, Rik Lewis, Beverly Louk, Anthony Malfi, Patrice Matthews, Olivia May, Susan Mcintosh, David Melendez, Holger Meyer, Debra Michaud, Jack Milam, Judy Mills, Chalise Morris, Chris Morris, David Moyer, Susan Mullins, Dorothy Odie, Asim Padh, Justin Palmer, Darrel Parris, Janlisa Parris, Burnease Ragin, Jeffrey Rahn, Michael Raimondi, Karen Rambat, Michael Rapp, Kumar Rashad, Beverly Ricks, Selma Rodriguez, Ruth Patricia Rosados, Andrew Rose, Joel Rosson, Mark Rotondi, Deidrinelle Rouse, Karen Russell, Richard Ryans, Rick Sabath, Bruce Sanders, Anne Santo, Anne Savarese, Vincent Savarese, Sonja Scott, David Secrist, Shawn Seeley, Tonekia Showell, Tamika Simmonds, John Simmons, Edward Siperstein, Lee Slagle, Dale Smith, Shane Somerville, Angela Sonnier, David Sparks(PWG 19-94), Kent Spence, Jody Stephens, Rhonda Stevens, Theresa Sykes, Debra Talley, Peter Tapling(PWG 19-94), Joe Taylor, Gordon Thomas, Joseph Throneberry, Beverly Tookey, Ricardo Vaquer, Edgar Vaynshteyn, Vickie Vetter, Felicia Wallace, John Waller, Kevin Walls, Jean Waskiewicz, Curtis Weaver, Ira Weintraub, Janet Wender, Marjorie Wheeler, Doreen Whelan, Debra Whiddon, Melissa White, Charles Williams, Gerald Williams, Linda Winsey, Stacey Wollman, Dennis Wooldridge, Maria Wooten, Ronzella Wright-Loftly, Jason Young, Julie Young, Melissa Yurkanin, Shaun Yurtkuran (Maxman, Melissa) (Entered: 03/01/2019)
03/01/2019	90	NOTICE of Appearance by Erica Courtney Lai on behalf of Amanda Arnold, Edward Baker, Brad Barringer, Kiana Belcher, Kevin Berry, Susan Beverley, Douglas Blake, Michael Blicher, Carol Blood, Robert Bluestone, Tanesha Boradgiak, Michael Bunker, Brenda Burr, Yvette Butler, Shelia Canipe, Deana Cannon, Catherine Carlberg, Ruthanne Carpenter, Cheryl Castor, Michael Castor, Crystal Chambers, Kathleen Christensen, Prudence Concert-White, Curtis Cummings, Mary Ellen Davey, Christopher Davies, Dorothy Davis, Karen Davis, Kenneth Davis, Graves De Armond, Cynthia Deese, May Desrochers, Scott Dias, Sami Difuntorum, Jonathan Dodart, Julie Duchsherer, Mark Duffey, Gretchen Ehle, Vance Edward Eichelberger, Carla Engle, Barbara Erickson, Michelle Featherstone, Ronald Michael Feschak, Nathan Finney, Janice Frazier-Scott, Lisa Frederickson, Michael Freeland, Lisa Fritz, Marlon Gaines, Steve Gajewski, Laurene Gallway, Eric Gault, Betsy Gentry, Scott Gideon, John Gilliland, Jon Goldberg, Angela Gresh, Latausha Griffin, Jernard Griggs, Edward Hanley, Charles Hanson, Sheila Harrison, Danielle Hayes, Phyllis Hecker, Amber Helton, Jeri Holt-Minter, Virginia Howell, Donna Hughes, Patricia Huizar, Tamika Jackson, Kyle Jaski, Monica Johnson, Nikole Jordan, Mary Jo Jurey, Robert Kaiser, Lucy Karl, Jeffrey Kemp, Linda Kite, Joan Knudson, Sarah Korwan, Ronald Kotz, Ellen Kowitt, Maretta Leitka, Rik Lewis, Beverly Louk, Anthony Malfi, Patrice Matthews, Olivia May, Susan Mcintosh, David Melendez, Holger Meyer, Debra Michaud, Jack Milam, Judy Mills, Chalise Morris, Chris Morris, David Moyer, Susan Mullins, Dorothy Odie, Jeffrey Oelhafen, Christina Olsen, Carol Ostapchuk, Steven Owens, Asim Padh,

		Justin Palmer, Darrel Parris, Janlisa Parris, Curtis Payne, Lawrence Perlmutter, Jeninne Pitts, Christopher Pratt, Burnease Ragin, Jeffrey Rahn, Michael Raimondi, Karen Rambat, Michael Rapp, Kumar Rashad, Beverly Ricks, Selma Rodriguez, Ruth Patricia Rosados, Andrew Rose, Joel Rosson, Mark Rotondi, Deidrinelle Rouse, Karen Russell, Richard Ryans, Rick Sabath, Bruce Sanders, Anne Santo, Anne Savarese, Vincent Savarese, Sonja Scott, David Secrist, Shawn Seeley, Tonekia Showell, Tamika Simmonds, John Simmons, Edward Siperstein, Lee Slagle, Dale Smith, Shane Somerville, Angela Sonnier, David Sparks, Kent Spence, Jody Stephens, Rhonda Stevens, Theresa Sykes, Debra Talley, Peter Tapling, Joe Taylor, Gordon Thomas, Joseph Throneberry, Beverly Tookey, Ricardo Vaquer, Edgar Vaynshteyn, Vickie Vetter, Felicia Wallace, John Waller, Kevin Walls, Jean Waskiewicz, Curtis Weaver, Ira Weintraub, Janet Wender, Marjorie Wheeler, Doreen Whelan, Debra Whiddon, Melissa White, Charles Williams, Gerald Williams, Linda Winsey, Stacey Wollman, Dennis Wooldridge, Maria Wooten, Ronzella Wright-Loftly, Jason Young, Julie Young, Melissa Yurkanin, Shaun Yurtkuran Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00094-PWG(Lai, Erica) (Entered: 03/01/2019)
03/01/2019	91	NOTICE of Appearance by Michael Joseph Pacelli on behalf of Adam Borst (Pacelli, Michael) (Entered: 03/01/2019)
03/01/2019	92	NOTICE of Appearance by Ronald Franklin Wick on behalf of Amanda Arnold, Edward Baker, Brad Barringer, Kiana Belcher, Kevin Berry, Susan Beverley, Douglas Blake, Michael Blicher, Carol Blood, Robert Bluestone, Tanesha Boradgiak, Michael Bunker, Brenda Burr, Yvette Butler, Shelia Canipe, Deana Cannon, Catherine Carlberg, Ruthanne Carpenter, Cheryl Castor, Michael Castor, Crystal Chambers, Kathleen Christensen, Prudence Concert-White, Curtis Cummings, Mary Ellen Davey, Christopher Davies, Dorothy Davis, Karen Davis, Kenneth Davis, Graves De Armond, Cynthia Deese, May Desrochers, Scott Dias, Sami Difuntorum, Jonathan Dodart, Julie Duchsherer, Mark Duffey, Gretchen Ehle, Vance Edward Eichelberger, Carla Engle, Barbara Erickson, Michelle Featherstone, Ronald Michael Feschak, Nathan Finney, Janice Frazier-Scott, Lisa Frederickson, Michael Freeland, Lisa Fritz, Marlon Gaines, Steve Gajewski, Laurene Gallway, Eric Gault, Betsy Gentry, Scott Gideon, John Gilliland, Jon Goldberg, Angela Gresh, Latausha Griffin, Jernard Griggs, Edward Hanley, Charles Hanson, Sheila Harrison, Danielle Hayes, Phyllis Hecker, Amber Helton, Jeri Holt-Minter, Virginia Howell, Donna Hughes, Patricia Huizar, Tamika Jackson, Kyle Jaski, Monica Johnson, Nikole Jordan, Mary Jo Jurey, Robert Kaiser, Lucy Karl, Jeffrey Kemp, Linda Kite, Joan Knudson, Sarah Korwan, Ronald Kotz, Ellen Kowitt, Maretta Leitka, Rik Lewis, Beverly Louk, Anthony Malfi, Patrice Matthews, Olivia May, Susan Mcintosh, David Melendez, Holger Meyer, Debra Michaud, Jack Milam, Judy Mills, Chalise Morris, Chris Morris, David Moyer, Susan Mullins, Dorothy Odie, Jeffrey Oelhafen, Christina Olsen, Carol Ostapchuk, Steven Owens, Asim Padh, Justin Palmer, Darrel Parris, Janlisa Parris, Curtis Payne, Lawrence Perlmutter, Jeninne Pitts, Christopher Pratt, Burnease Ragin, Jeffrey Rahn, Michael Raimondi, Karen Rambat, Michael Rapp, Kumar Rashad, Beverly Ricks, Selma Rodriguez, Ruth Patricia Rosados, Andrew Rose, Joel Rosson, Mark Rotondi, Deidrinelle Rouse, Karen Russell, Richard Ryans, Rick Sabath, Bruce Sanders, Anne Santo, Anne Savarese, Vincent Savarese, Sonja Scott, David Secrist, Shawn Seeley, Tonekia Showell, Tamika Simmonds, John Simmons, Edward Siperstein, Lee Slagle, Dale Smith, Shane Somerville, Angela Sonnier, David Sparks, Kent Spence, Jody Stephens, Rhonda Stevens, Theresa Sykes, Debra Talley, Peter Tapling, Joe Taylor, Gordon Thomas, Joseph Throneberry, Beverly Tookey, Ricardo Vaquer, Edgar Vaynshteyn, Vickie Vetter, Felicia Wallace, John Waller, Kevin Walls, Jean Waskiewicz, Curtis Weaver, Ira Weintraub, Janet Wender, Marjorie Wheeler, Doreen Whelan, Debra Whiddon, Melissa White, Charles Williams, Gerald Williams, Linda Winsey, Stacey Wollman, Dennis Wooldridge, Maria Wooten, Ronzella Wright-Loftly, Jason Young, Julie Young, Melissa

		Yurkanin, Shaun Yurtkuran Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00094-PWG(Wick, Ronald) (Entered: 03/01/2019)
03/01/2019	93	NOTICE of Appearance by Amy C Johnsgard on behalf of Andrea Durkee, Nathan Esquerra Associated Cases: 8:19-md-02879-PWG et al.(Johnsgard, Amy) (Entered: 03/01/2019)
03/01/2019	94	NOTICE of Appearance by Ben Travis on behalf of Andrea Durkee, Nathan Esquerra Associated Cases: 8:19-md-02879-PWG et al.(Travis, Ben) (Entered: 03/01/2019)
03/04/2019	95	NOTICE of Appearance by Jennifer L Joost on behalf of Debra Weinstein Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03704-PWG(Joost, Jennifer) (Entered: 03/04/2019)
03/04/2019	96	NOTICE of Appearance by Benjamin H Richman on behalf of Donna Hiteshew (Richman, Benjamin) (Entered: 03/04/2019)
03/04/2019	97	NOTICE of Appearance by Brandt Silver-Korn on behalf of Donna Hiteshew (Silver-Korn, Brandt) (Entered: 03/04/2019)
03/05/2019	98	NOTICE of Appearance by Charles H Van Horn on behalf of Bank of Louisiana Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Van Horn, Charles) (Entered: 03/05/2019)
03/05/2019	99	NOTICE of Appearance by Katherine M Silverman on behalf of Bank of Louisiana Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Silverman, Katherine) (Entered: 03/05/2019)
03/05/2019	100	NOTICE of Appearance by Melissa S Weiner on behalf of Dianne King Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00499-PWG(Weiner, Melissa) (Entered: 03/05/2019)
03/05/2019	101	NOTICE of Appearance by Rosalee Thomas on behalf of Anna L. Haley (Thomas, Rosalee) (Entered: 03/05/2019)
03/06/2019	102	NOTICE of Appearance by Michael J Boni on behalf of Fredric Lazarus Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00529-PWG(Boni, Michael) (Entered: 03/06/2019)
03/06/2019	103	NOTICE of Appearance by Joshua D. Snyder on behalf of Fredric Lazarus Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00529-PWG(Snyder, Joshua) (Entered: 03/06/2019)
03/06/2019	104	NOTICE of Appearance by John E Sindoni on behalf of Fredric Lazarus Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00529-PWG(Sindoni, John) (Entered: 03/06/2019)
03/07/2019	105	NOTICE of Appearance by Steven Donald Silverman on behalf of Bank of Louisiana Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Silverman, Steven) (Entered: 03/07/2019)
03/07/2019	106	NOTICE of Appearance by J Austin Hurt on behalf of Adam Borst (Hurt, J) (Entered: 03/07/2019)
03/07/2019	107	NOTICE of Appearance by Trisha Monesi on behalf of Cynthia Husebo, Matthew Tidd (Monesi, Trisha) (Entered: 03/07/2019)
03/08/2019	108	NOTICE of Appearance by Erin Green Comite on behalf of Stacey K. Allen, Ronald Bowers, Michael C. Christner, Kathryn Costa, Robert Dorfman, Nitya Bodhi Durant, Natalene Gauna, Matt Jordan, David J. Kimmel, Greg Leeb, Gary Meter, Kerri Shapiro,

		Kirk Skinner, Thomas Stabile, Karen Stivaletta, Lori Trent, John Turgon-Schramm (Green Comite, Erin) (Entered: 03/08/2019)
03/08/2019	109	NOTICE of Appearance by Helen Zeldes on behalf of Andrea Durkee, Nathan Esquerra Associated Cases: 8:19-md-02879-PWG et al.(Zeldes, Helen) (Entered: 03/08/2019)
03/08/2019	110	NOTICE of Appearance by Joseph P Guglielmo on behalf of Stacey K. Allen, Ronald Bowers, Michael C. Christner, Kathryn Costa, Robert Dorfman, Nitya Bodhi Durant, Natalene Gauna, Matt Jordan, David J. Kimmel, Greg Leeb, Gary Meter, Kerri Shapiro, Kirk Skinner, Thomas Stabile, Karen Stivaletta, Lori Trent, John Turgon-Schramm (Guglielmo, Joseph) (Entered: 03/08/2019)
03/08/2019	111	NOTICE of Appearance by Mark A Ozzello on behalf of Cynthia Husebo (Ozzello, Mark) (Entered: 03/08/2019)
03/11/2019	112	NOTICE by Alan Voll, Raymond J. Barkley, Kerry Gates *OF VOLUNTARY DISMISSAL WITHOUT PREJUDICE AND WITHOUT COSTS PURSUANT TO F.R.C.P. 41(a)(1)(A)(i) and NOTICE OF WITHDRAWAL OF COUNSEL* Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03956-PWG, 8:18-cv-03958-PWG, 8:19-cv-00526-PWG(Canty, Michael) (Entered: 03/11/2019)
03/12/2019	113	NOTICE of Appearance by Donald J Enright on behalf of Chris Cervantes(On behalf of Himself and All Others Similarly PWG 18-3835) (Enright, Donald) (Entered: 03/12/2019)
03/12/2019	114	NOTICE of Appearance by Daniel S Robinson on behalf of Dallas Perkins, Aaron Janik, Bob Lavine, Doris Lavine, Kelley Womack, Latoya Aguillard, Debra Anthony, Nathan Royce Banks, Terrie Bennett, Diane Bernard, Connie Bowman, Tracy Bradford, Tracy Bradford Lockaby, Lawrence Brenner, LaToya Brown, Terrance D. Bulger, Salvatore Caponigro, Louann Cashill, Mark Catuogno, Davin Christiansen, John Coakley, David Collins, Elizabeth Collins, Sherri Cook, Bret Crockett, Elizabeth Cunningham, Patricia Daughtery, Nikki Davis, Parth Detroja, Jobe Anthony Diagne, Lisa Dotson, Brad Ellish, Destiny Esper, Julie Evans, David Fasolino, Bruce Fitzgerald, Jill Fleisher, William Forrester, Philip S. Friedman, Mike Galvin, Jesse Gore, Erik Goudie, Africa Green, Cynthia Griffith, Alyssa Groski, Trish Hamilton Cobourn, James Hardin, Lillian Harris, Tanya Harris, Timothy Hawkins, Robeson Heard, Samantha Hendricks, Brian Herman, Jose Herrera, Luis Herrera, Tenise Houston, Robert Jamerson, Marlo Johnson, Cleary Johs, Ron Jones, Shakimberly Jones, Robert Josephberg, Camara Karamatic, Peter Karkazis, Deborah Koulpasis, Yong Woo Stephano Kwon, Anthony Latore, Ashley Logan, Kathryn Lucas, Savannah Louise Lyon, Andrea Marshall, Abdjul Martin, Mark Maxey, Elizabeth Maxwell, Lisa McGuire, Gwendolyn McNeal, Cindy Medeiros, Ted Michelakos, Kim Miller, Jeremiah Moore, Oscar Moreno, William Muckelroy II, Heidi Myers, Howard William Myones, Darren Perks, Juli Poloway, Alice Poole, Brandon Post, Kashanna Price, Benjamin Quinn, Linda Quinones, Lisa Ramirez, Kevin S. Rogers, Joseph Rollins, Matthew Russo, Justin J. Schmid, Dean Schrickel, James Schultz, Eilene Shaffer, Brian Sharnick, Julie Shippy, Doug Smith, Brittany Cliff Snyman, James Sprowl, Jeanine St. Hill, Sarah Stone, Samantha Summers, Alan Teitleman, Kia Thomas, Pete Tittl, Danny Tolver, Paul Vannoy, Lauren Vasiliadis, Ashley Webster, Jennifer White, Earline Williams, Eddie Williams, Richard Williams, Terella Williams, Sheila Wolff, Atiya Abdulmalik, Francine Adams, Annemarie Amarena, Melissa Ames, Jamie Bannon, Robert Barbour, Joanne Barrett, Ann Bascom, Dana Bass, Paulette Beale, Kimberly Bentley, Catherine Berrahou, Michael Betit, Darrell Black, Juliet Black, Winnie Blackwell, Steven Bloom, Heidi Bodian, Bridget Bodie-Papino, Michelle Bonifacio, Candace Boston, Cory Bovair, Celia Bowman, Katesha Box, Miriam Boyd, Julia Boykin, Anitra Bradley, Brian Braid, Byron Brewer, Barbara Brooks, Dorothy Brooks, Adrianne Brown, David

		Bruemmer, Cheryl Butler-Adams, Kathrina Cajigal, Cole Callahan, Valerie Campanella, Alisha Campbell, Cayla Campbell, Claudia Canedo, Chastity Canfall, Elizabeth Capper, Arhonda Carlisle, Yvette Caruthers, Luke Castle, Chris Cervantes, Amy Chen, Kevin Cheng, Raphael Chieke, Cindy Chism, Nycole Chisum, Ryan Ciavarra, Rob Colletti, Brady Collins, Kevin Collins, Rita Connuck, Scott Coogan, Carol Cook, James Cook, Meghan Cook, Kristie Cooley, Laura Coombs, Cassandra Cooper, William Copeland, Jeri Covington, Kelly Cox, Ivette Crawford, Ebony Currie, Betty Dampier, Davidez Dampier, Barbara Dane, Julie Davis, Kimberly R. Davis, Shanti Davis, Austin Delaney, Jenn Demarco, Sherry Denny, Benjamin Desantis, Mark Diefenbach, Tammy Doles, Nathlie Dowdell, Perkins Drake, Lula Draper, Eric Dubitsky, Tommy Dudley, Alexander Duff, India Dugat, Stephanie Dyer, Allison Eells, Romel Fajardo, Jeremiah Fanyui, Annette Fears, Arnold Fishon, Eric Fishon, Sara Flesch, Sharay Floyd, Donna Fontaine, Jeral Forger, Adam Fornal, Shaelyn Forrest, Arlona Fredrickson, Philip Friedman, Lisa Gadsby, Cindy Gaines, Christopher Galasso, Pablo Gallegos, Julie Ganuelas, Fae Garden, Mark Gardner, Mitchell Gerson, Kim Gibbs, John Gilmour, Maxine Glass, Paula Glass, Robert Glass, Kimberly Gomez, Billy Goodman, Lonja Green, Dale Grimes, Samir Gupta, Laurie Hansen, John Hariaczyi, Basimah Hasan, Philip Haskett, Andrew Hickner, Thomas Hickner, Robin Hollingsworth, Paul Holloway, Mary Hopson, Talitha Huddleston, Gennell Hunter, Dustin Iagulli, Chasity Jackson, Christina Jackson, Tameka Jackson, Michael Jennings, Lisa Johnson, Shana Jordan, Teisha Jordan, Robert Keil, Raymond Kerkvliet, Marybeth Kern, Pegi Klaess, Robert Korn, Stanley Kubinski, Julius Kuperberg, Tina Lapene, Robin Lawler, Krystal Lear, Donna Level, Deborah Lewandowski, Courtney Lewis, Jahmelia Lewis, Tishaunda Lewis, Valerie Lewis, Violet Limen, Agnieszka Lizewska, Jay Lockaby, Melanie Lopez, Shayla Lowry, Juan Lozano, Elizabeth Lyons, Tiffany Maberry, Rita Mair, Charity Maldonado, Suzanne Mallon, Deann Mankell, Bryan Mantei, Pauline Marco, Leslie Martin, Mark Mason, Maria Masucci, Eric Mcpherson, Deborah Meade, Chloe Merjil, Collin Messer, Laura Messier, Cariss Milano, Shane Miller, Vickie Mondane, Gabrielle Moore, Jason Moore, Tanika Moore, John Moy, Albert Muick, Jose Munoz, Gwendolyn Murai, Maggie Murphy, Ron Musto, Amelia Naccarto-Coleman, Maria Naclerio, Sarah Newcomb, Dianna Nolan, Gerard Ohara, Sherita Olive-Miller, Sandra Ortner, Anita Overton-Smith, Alicia Page, Nikki Page, Rebecca Pageau, Kevin Parker, Michael Anthony Partland, Douglas Patton, Shanisha Perkins, Patrice Perrier, Yaroslava Petraitis, Terri Pettiford, Michelle Pfannenstiel, Sean Phillips, Patrick Plank, Emily Poltrack, George Pouliot, Walter Powell, Andrea Preston, Tammy Pry, David Rado, Frank Ragan, Giorgio Ramirez, Lupe Ramos, Nicole Regne, Donna Riggins, Steve Risinger, Marvin Roberson, Dominique Robertson, Lamarkis Robinson, Nick Robinson, Lanny Rodgers, Robert Rodriguez, Kathleen Romeo, Elizabeth Rosch, Stacey Rowland, Paul Rozzo, Steven Ruga, Joshua Ruhlman, Niesha Rush, Brittany Rushing, Stacy Ryan, Adam Sanderson, Luis Santos, Stephen Sawyer, Holly Schmidt, Terry Senn, Hiren Shah, Svetlana Shtofmakher, Jose Siandre, Lenord Simmons, Janet Simonitsch, Illya Singh, Lori Smallwood, Julissa Solano, Steven Spagnolo, Michael Spain, Donald Springer, Shelli Stapp, Bahasha Stigall, Tammy Stiller, Daniel Stinson, Debra Stolte, Simon Sum, Jennifer Sykes, Yanina Szenkman, Gerald Taylor, Melissa Taylor, Nicole Theiss, Carla Theriot, Roy Thompson, Valerie Tolliver, Matthew Tragarz, Michael Traugott, Ryan Truskowski, Martin Turnauer, Stella Ureno, Audrey Varner, Leo Varshavsky, David Viggiano, Anne Vitasek, April Vrtis, Bryan Wallace, James Walton, Andrew Walts, Clara White, Matthew White, Randolph White, Octavia Wilkerson, Chris Wright, Dolly Wright, Fugong Wu, Debra Yokoyama, Brittany Young, Glenn Young, Jacqueline Zenon Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03691-PWG, 8:18-cv-03775-PWG, 8:18-cv-03933-PWG, 8:19-cv-00367-PWG(Robinson, Daniel) (Entered: 03/12/2019)
03/13/2019	115	NOTICE of Appearance by Jodi Westbrook Flowers on behalf of Kenneth Tew, Ronald

		Walters Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03804-PWG(Flowers, Jodi) (Entered: 03/13/2019)
03/13/2019	116	NOTICE of Appearance by Jeremiah Frei-Pearson on behalf of Annemarie Amarena, Melissa Ames, Jamie Bannon, Robert Barbour, Joanne Barrett, Ann Bascom, Dana Bass, Paulette Beale, Kimberly Bentley, Catherine Berrahou, Michael Betit, Darrell Black, Juliet Black, Winnie Blackwell, Steven Bloom, Heidi Bodian, Bridget Bodie-Papino, Michelle Bonifacio, Candace Boston, Cory Bovair, Celia Bowman, Katesha Box, Miriam Boyd, Julia Boykin, Anitra Bradley, Brian Braid, Byron Brewer, Barbara Brooks, Dorothy Brooks, Adrianne Brown, David Bruemmer, Cheryl Butler-Adams, Kathrina Cajigal, Cole Callahan, Valerie Campanella, Alisha Campbell, Cayla Campbell, Claudia Canedo, Chastity Canfall, Elizabeth Capper, Arhonda Carlisle, Yvette Caruthers, Luke Castle, Chris Cervantes(PWG 18-3933), Amy Chen, Kevin Cheng, Raphael Chieke, Cindy Chism, Nycole Chisum, Ryan Ciavarra, Rob Colletti, Brady Collins, Kevin Collins, Rita Connuck, Scott Coogan, Carol Cook, James Cook, Meghan Cook, Kristie Cooley, Laura Coombs, Cassandra Cooper, William Copeland, Jeri Covington, Kelly Cox, Ivette Crawford, Ebony Currie, Betty Dampier, Davidez Dampier, Barbara Dane, Julie Davis, Kimberly R. Davis, Shanti Davis, Austin Delaney, Jenn Demarco, Sherry Denny, Benjamin Desantis, Mark Diefenbach, Tammy Doles, Nathlie Dowdell, Perkins Drake, Lula Draper, Eric Dubitsky, Tommy Dudley, Alexander Duff, India Dugat, Stephanie Dyer, Allison Eells, Romel Fajardo, Jeremiah Fanyui, Annette Fears, Arnold Fishon, Eric Fishon, Sara Flesch, Sharay Floyd, Donna Fontaine, Jeral Forger, Adam Fornal, Shaelyn Forrest, Arlona Fredrickson, Philip Friedman, Lisa Gadsby, Cindy Gaines, Christopher Galasso, Pablo Gallegos, Julie Ganuelas, Fae Garden, Mark Gardner, Mitchell Gerson, Kim Gibbs, John Gilmour, Maxine Glass, Paula Glass, Robert Glass, Kimberly Gomez, Billy Goodman, Lonja Green, Dale Grimes, Samir Gupta, Laurie Hansen, John Hariaczyi, Basimah Hasan, Philip Haskett, Andrew Hickner, Thomas Hickner, Robin Hollingsworth, Paul Holloway, Mary Hopson, Talitha Huddleston, Gennell Hunter, Dustin Iagulli, Chasity Jackson, Christina Jackson, Tameka Jackson, Aaron Janik, Michael Jennings, Lisa Johnson, Shana Jordan, Teisha Jordan, Robert Keil, Raymond Kerkvliet, Marybeth Kern, Pegi Klaess, Robert Korn, Stanley Kubinski, Julius Kuperberg, Tina Lapene, Bob Lavine, Doris Lavine, Robin Lawler, Krystal Lear, Donna Level, Deborah Lewandowski, Courtney Lewis, Jahmelia Lewis, Tishaunda Lewis, Valerie Lewis, Violet Limen, Agnieszka Lizewska, Jay Lockaby, Melanie Lopez, Shayla Lowry, Juan Lozano, Elizabeth Lyons, Tiffany Maberry, Rita Mair, Charity Maldonado, Suzanne Mallon, Deann Mankell, Bryan Mantei, Pauline Marco, Leslie Martin, Mark Mason, Maria Masucci, Eric Mcpherson, Deborah Meade, Chloe Merjil, Collin Messer, Laura Messier, Cariss Milano, Shane Miller, Vickie Mondane, Gabrielle Moore, Jason Moore, Tanika Moore, John Moy, Albert Muick, Jose Munoz, Gwendolyn Murai, Maggie Murphy, Ron Musto, Amelia Naccarto-Coleman, Maria Naclerio, Sarah Newcomb, Dianna Nolan, Gerard Ohara, Sherita Olive-Miller, Sandra Ortner, Anita Overton-Smith, Alicia Page, Nikki Page, Rebecca Pageau, Kevin Parker, Michael Anthony Partland, Douglas Patton, Shanisha Perkins, Patrice Perrier, Yaroslava Petraitis, Terri Pettiford, Michelle Pfannenstiel, Sean Phillips, Patrick Plank, Emily Poltrack, George Pouliot, Walter Powell, Andrea Preston, Tammy Pry, David Rado, Frank Ragan, Giorgio Ramirez, Lupe Ramos, Nicole Regne, Donna Riggins, Steve Risinger, Marvin Roberson, Dominique Robertson, Lamarkis Robinson, Nick Robinson, Lanny Rodgers, Robert Rodriguez, Kathleen Romeo, Elizabeth Rosch, Stacey Rowland, Paul Rozzo, Steven Ruga, Joshua Ruhlman, Niesha Rush, Brittany Rushing, Stacy Ryan, Adam Sanderson, Luis Santos, Stephen Sawyer, Holly Schmidt, Terry Senn, Hiren Shah, Svetlana Shtofmakher, Jose Siandre, Lenord Simmons, Janet Simonitsch, Illya Singh, Lori Smallwood, Julissa Solano, Steven Spagnolo, Michael Spain, Donald Springer, Shelli Stapp, Bahasha Stigall, Tammy Stiller, Daniel Stinson, Debra Stolte, Simon Sum,

		Jennifer Sykes, Yanina Szenkman, Gerald Taylor, Melissa Taylor, Nicole Theiss, Carla Theriot, Roy Thompson, Valerie Tolliver, Matthew Tragarz, Michael Traugott, Ryan Truskowski, Martin Turnauer, Stella Ureno, Audrey Varner, Leo Varshavsky, David Viggiano, Anne Vitasek, April Vrtis, Bryan Wallace, James Walton, Andrew Walts, Clara White, Matthew White, Randolph White, Octavia Wilkerson, Kelley Womack, Chris Wright, Dolly Wright, Fugong Wu, Debra Yokoyama, Brittany Young, Glenn Young, Jacqueline Zenon (Frei-Pearson, Jeremiah) (Entered: 03/13/2019)
03/19/2019	117	MDL Certified Transfer ORDER No. 4 transferring the listed case to the District of Maryland. Associated Cases: 8:19-md-02879-PWG et al.(cags, Deputy Clerk) (Entered: 03/19/2019)
03/19/2019	118	MARGINAL ORDER Approving (112 in 8:19-md-02879-PWG, 15 in 8:19-cv-00526-PWG) Notice of Voluntary Dismissal filed by Alan Voll, Raymond J. Barkley, Kerry Gates. Signed by Judge Paul W. Grimm on 3/19/2019 Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00526-PWG(cags, Deputy Clerk) (Entered: 03/19/2019)
03/19/2019	119	MARGINAL ORDER Approving (30 in 8:18-cv-03956-PWG, 112 in 8:19-md-02879-PWG) Notice of Voluntary Dismissal, filed by Alan Voll, Raymond J. Barkley, Kerry Gates. Signed by Judge Paul W. Grimm on 3/19/2019 Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03956-PWG(cags, Deputy Clerk) (Entered: 03/19/2019)
03/19/2019	120	MARGINAL ORDER Approving (25 in 8:18-cv-03958-PWG, 112 in 8:19-md-02879-PWG) Notice of Voluntary Dismissal filed by Alan Voll, Raymond J. Barkley, Kerry Gates. Signed by Judge Paul W. Grimm on 3/19/2019. Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03958-PWG(cags, Deputy Clerk) (Entered: 03/19/2019)
03/19/2019	121	NOTICE of Appearance by William Caldes on behalf of Barry Golin, Laura Gononian (Caldes, William) (Entered: 03/19/2019)
03/19/2019	122	NOTICE of Appearance by Eugene A. Spector on behalf of Barry Golin, Laura Gononian (Spector, Eugene) (Entered: 03/19/2019)
03/20/2019	123	NOTICE of Appearance by Benjamin Howard Carney on behalf of Michael Thomson (Carney, Benjamin) (Entered: 03/20/2019)
03/20/2019	124	NOTICE of Appearance by Martin Eugene Wolf on behalf of Michael Thomson (Wolf, Martin) (Entered: 03/20/2019)
03/20/2019	125	NOTICE of Appearance by Brian Philip Murray on behalf of Andrew J. Mortensen (Murray, Brian) (Entered: 03/20/2019)
03/20/2019	126	NOTICE of Appearance by Tina Wolfson on behalf of Janel Sempre Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00501-PWG(Wolfson, Tina) (Entered: 03/20/2019)
03/20/2019	127	NOTICE of Appearance by Joseph LoPiccolo on behalf of Josiah Trager (LoPiccolo, Joseph) (Entered: 03/20/2019)
03/21/2019	128	NOTICE of Appearance by Warren Tavares Burns on behalf of Gary Dittemore, Todd Joseph Elliot Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03700-PWG, 8:19-cv-00139-PWG(Burns, Warren) (Entered: 03/21/2019)
03/21/2019	129	NOTICE of Appearance by Amanda Kate Klevorn on behalf of Gary Dittemore, Todd Joseph Elliot Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03700-PWG, 8:19-cv-00139-PWG(Klevorn, Amanda) (Entered: 03/21/2019)
03/21/2019	130	NOTICE of Appearance by Amy E. Keller on behalf of Amanda Arnold, Edward Baker, Brad Barringer, Kiana Belcher, Kevin Berry, Susan Beverley(PWG 19-94), Douglas Blake, Michael Blicher, Carol Blood, Robert Bluestone, Tanesha Boradgiak, Michael

		Bunker, Brenda Burr, Yvette Butler, Shelia Canipe, Deana Cannon, Catherine Carlberg, Ruthanne Carpenter, Cheryl Castor, Michael Castor, Crystal Chambers, Kathleen Christensen, Prudence Concert-White, Curtis Cummings, Mary Ellen Davey, Christopher Davies, Dorothy Davis, Karen Davis, Kenneth Davis, Graves De Armond, Cynthia Deese, May Desrochers, Scott Dias, Sami Difuntorum, Jonathan Dodart, Julie Duchsherer, Mark Duffey, Gretchen Ehle, Vance Edward Eichelberger, Carla Engle, Barbara Erickson, Michelle Featherstone, Ronald Michael Feschak, Nathan Finney(PWG 19-94), Janice Frazier-Scott, Lisa Frederickson, Michael Freeland, Lisa Fritz, Marlon Gaines, Steve Gajewski, Laurene Gallway, Eric Gault, Betsy Gentry, Scott Gideon, John Gilliland, Jon Goldberg, Angela Gresh, Latausha Griffin, Jernard Griggs, Edward Hanley, Charles Hanson, Sheila Harrison, Danielle Hayes, Phyllis Hecker, Amber Helton, Jeri Holt-Minter, Virginia Howell, Donna Hughes, Patricia Huizar, Tamika Jackson, Kyle Jaski, Monica Johnson, Nikole Jordan, Mary Jo Jurey, Robert Kaiser, Lucy Karl, Jeffrey Kemp, Linda Kite, Joan Knudson, Sarah Korwan, Ronald Kotz, Ellen Kowitt, Maretta Leitka, Rik Lewis, Beverly Louk, Anthony Malfi, Patrice Matthews, Olivia May, Susan Mcintosh, David Melendez, Holger Meyer, Debra Michaud, Jack Milam, Judy Mills, Chalise Morris, Chris Morris, David Moyer, Susan Mullins, Dorothy Odie, Jeffrey Oelhafen, Christina Olsen, Carol Ostapchuk, Steven Owens, Asim Padh, Justin Palmer, Darrel Parris, Janlisa Parris, Curtis Payne, Lawrence Perlmutter, Jeninne Pitts, Christopher Pratt, Burnease Ragin, Jeffrey Rahn, Michael Raimondi, Karen Rambat, Michael Rapp, Kumar Rashad, Beverly Ricks, Selma Rodriguez, Ruth Patricia Rosados, Andrew Rose, Joel Rosson, Mark Rotondi, Deidrinelle Rouse, Karen Russell, Richard Ryans, Rick Sabath, Bruce Sanders, Anne Santo, Anne Savarese, Vincent Savarese, Sonja Scott, David Secrist, Shawn Seeley, Tonekia Showell, Tamika Simmonds, John Simmons, Edward Siperstein, Lee Slagle, Dale Smith, Shane Somerville, Angela Sonnier, David Sparks(PWG 19-94), David Sparks(individually and on behalf of all others similarly situated PWG 18-3703), Kent Spence, Jody Stephens, Rhonda Stevens, Theresa Sykes, Debra Talley, Peter Tapling(PWG 19-94), Peter Tapling(PWG 18-3703), Joe Taylor, Gordon Thomas, Joseph Throneberry, Beverly Tookey, Ricardo Vaquer, Edgar Vaynshteyn, Vickie Vetter, Felicia Wallace, John Waller, Kevin Walls, Jean Waskiewicz, Curtis Weaver, Ira Weintraub, Janet Wender, Marjorie Wheeler, Doreen Whelan, Debra Whiddon, Melissa White, Charles Williams, Gerald Williams, Linda Winsey, Stacey Wollman, Dennis Wooldridge, Maria Wooten, Ronzella Wright-Loftly, Jason Young, Julie Young, Melissa Yurkanin, Shaun Yurtkuran (Keller, Amy) (Entered: 03/21/2019)
03/21/2019	131	NOTICE of Appearance by Adam J Levitt on behalf of Amanda Arnold, Edward Baker, Brad Barringer, Kiana Belcher, Kevin Berry, Susan Beverley(PWG 19-94), Douglas Blake, Michael Blicher, Carol Blood, Robert Bluestone, Tanesha Boradgiak, Michael Bunker, Brenda Burr, Yvette Butler, Shelia Canipe, Deana Cannon, Catherine Carlberg, Ruthanne Carpenter, Cheryl Castor, Michael Castor, Crystal Chambers, Kathleen Christensen, Prudence Concert-White, Curtis Cummings, Mary Ellen Davey, Christopher Davies, Dorothy Davis, Karen Davis, Kenneth Davis, Graves De Armond, Cynthia Deese, May Desrochers, Scott Dias, Sami Difuntorum, Jonathan Dodart, Julie Duchsherer, Mark Duffey, Gretchen Ehle, Vance Edward Eichelberger, Carla Engle, Barbara Erickson, Michelle Featherstone, Ronald Michael Feschak, Nathan Finney(PWG 19-94), Janice Frazier-Scott, Lisa Frederickson, Michael Freeland, Lisa Fritz, Marlon Gaines, Steve Gajewski, Laurene Gallway, Eric Gault, Betsy Gentry, Scott Gideon, John Gilliland, Jon Goldberg, Angela Gresh, Latausha Griffin, Jernard Griggs, Edward Hanley, Charles Hanson, Sheila Harrison, Danielle Hayes, Phyllis Hecker, Amber Helton, Jeri Holt-Minter, Virginia Howell, Donna Hughes, Patricia Huizar, Tamika Jackson, Kyle Jaski, Monica Johnson, Nikole Jordan, Mary Jo Jurey, Robert Kaiser, Lucy Karl, Jeffrey Kemp, Linda Kite, Joan Knudson, Sarah Korwan, Ronald Kotz, Ellen Kowitt, Maretta Leitka, Rik Lewis, Beverly Louk, Anthony Malfi, Patrice

		Matthews, Olivia May, Susan Mcintosh, David Melendez, Holger Meyer, Debra Michaud, Jack Milam, Judy Mills, Chalise Morris, Chris Morris, David Moyer, Susan Mullins, Dorothy Odie, Jeffrey Oelhafen, Christina Olsen, Carol Ostapchuk, Steven Owens, Asim Padh, Justin Palmer, Darrel Parris, Janlisa Parris, Curtis Payne, Lawrence Perlmutter, Jeninne Pitts, Christopher Pratt, Burnease Ragin, Jeffrey Rahn, Michael Raimondi, Karen Rambat, Michael Rapp, Kumar Rashad, Beverly Ricks, Selma Rodriguez, Ruth Patricia Rosados, Andrew Rose, Joel Rosson, Mark Rotondi, Deidrinelle Rouse, Karen Russell, Richard Ryans, Rick Sabath, Bruce Sanders, Anne Santo, Anne Savarese, Vincent Savarese, Sonja Scott, David Secrist, Shawn Seeley, Tonekia Showell, Tamika Simmonds, John Simmons, Edward Siperstein, Lee Slagle, Dale Smith, Shane Somerville, Angela Sonnier, David Sparks(PWG 19-94), David Sparks(individually and on behalf of all others similarly situated PWG 18-3703), Kent Spence, Jody Stephens, Rhonda Stevens, Theresa Sykes, Debra Talley, Peter Tapling(PWG 19-94), Peter Tapling(PWG 18-3703), Joe Taylor, Gordon Thomas, Joseph Throneberry, Beverly Tookey, Ricardo Vaquer, Edgar Vaynshteyn, Vickie Vetter, Felicia Wallace, John Waller, Kevin Walls, Jean Waskiewicz, Curtis Weaver, Ira Weintraub, Janet Wender, Marjorie Wheeler, Doreen Whelan, Debra Whiddon, Melissa White, Charles Williams, Gerald Williams, Linda Winsey, Stacey Wollman, Dennis Wooldridge, Maria Wooten, Ronzella Wright-Loftly, Jason Young, Julie Young, Melissa Yurkanin, Shaun Yurtkuran (Levitt, Adam) (Entered: 03/21/2019)
03/21/2019	132	NOTICE of Appearance by Aimee Marie Robert on behalf of Gary Dittemore (Robert, Aimee) (Entered: 03/21/2019)
03/21/2019	133	NOTICE of Appearance by Kelly A Hyman on behalf of Dennis Desalvo, Pamela Moore Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03848-PWG(Hyman, Kelly) (Entered: 03/21/2019)
03/25/2019	134	NOTICE of Appearance by Daniel C Hedlund on behalf of Gerald Deloss Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03960-PWG(Hedlund, Daniel) (Entered: 03/25/2019)
03/25/2019	135	NOTICE of Appearance by Eric S Taubel on behalf of Gerald Deloss Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03960-PWG(Taubel, Eric) (Entered: 03/25/2019)
03/26/2019	136	NOTICE of Appearance by Jason Jacob Mendro on behalf of Mary K. Bush, Bruce W. Duncan, Deborah M. Harrison, Frederick A. Henderson, Eric Hippeau, Lawrence W. Kellner, Debra L. Lee, Aylwin B. Lewis, Marriott International Inc, J.W. Marriott, Jr., George Munoz, Steven S Reinemund, Susan C. Schwab, Arne M. Sorenson Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00830-PWG(Mendro, Jason) (Entered: 03/26/2019)
03/26/2019	137	NOTICE of Appearance by Jeffrey Saul Rosenberg on behalf of Mary K. Bush, Bruce W. Duncan, Deborah M. Harrison, Frederick A. Henderson, Eric Hippeau, Lawrence W. Kellner, Debra L. Lee, Aylwin B. Lewis, Marriott International Inc, J.W. Marriott, Jr., George Munoz, Steven S Reinemund, Susan C. Schwab, Arne M. Sorenson Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00830-PWG(Rosenberg, Jeffrey) (Entered: 03/26/2019)
03/26/2019	138	Local Rule 103.3 Disclosure Statement by Marriott International Inc Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00830-PWG(Mendro, Jason) (Entered: 03/26/2019)
03/27/2019	139	NOTICE of Appearance by Stephen J Kane on behalf of City of Chicago Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00654-PWG(Kane, Stephen) (Entered: 03/27/2019)
03/28/2019	140	PAPERLESS ORDER notifying the parties that I was informed by the Court's IT

		department that when more than ten parties dial-in to the Court's conference call, there is a possibility of a decrease in sound and connection quality. If Plaintiffs' Interim Coordinating Counsel ("PICC") expects there to be more than ten individuals participating via telephone conference call, PICC is directed to provide an alternative reliable method to allow remote participation in the April 5th conference by a larger number of participants. If an alternative method is chosen, PICC shall circulate that method with all counsel and the Court at a reasonable time in advance of the hearing. Signed by Judge Paul W. Grimm on 3/28/2019. (pvs, Chambers) (Entered: 03/28/2019)
03/29/2019	141	NOTICE of Appearance by Justin Fort Marquez on behalf of Helen Kim (Marquez, Justin) (Entered: 03/29/2019)
03/29/2019	142	NOTICE of Appearance by Thiago M Coelho on behalf of Helen Kim (Coelho, Thiago) (Entered: 03/29/2019)
03/29/2019	143	NOTICE of Appearance by Carol Cecilia Villegas on behalf of Construction Laborers Pension Trust for Southern California, Construction Laborers Pension Trust for Southern California Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Villegas, Carol) (Entered: 03/29/2019)
03/29/2019	144	NOTICE of Appearance by David M Berger on behalf of Hope Turner Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03763-PWG(Berger, David) (Entered: 03/29/2019)
03/29/2019	145	NOTICE of Appearance by Eric Gibbs on behalf of Hope Turner Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03763-PWG(Gibbs, Eric) (Entered: 03/29/2019)
04/01/2019	146	NOTICE of Appearance by Erica L Stone on behalf of Dennis McGrath, Peter Miller Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Stone, Erica) (Entered: 04/01/2019)
04/02/2019	147	NOTICE of Appearance by Rosemary Rivas on behalf of Chris Cervantes(PWG 18-3933) (Rivas, Rosemary) (Entered: 04/02/2019)
04/02/2019	148	NOTICE of Appearance by Michael Liskow on behalf of Nancy Molesworth, Mary Ann Sundius-Rose (Liskow, Michael) (Entered: 04/02/2019)
04/02/2019	149	NOTICE of Appearance by Diandra Debrosse Zimmermann on behalf of Justin Sisbarro, Michael Thomson Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03727-PWG, 8:19-cv-00044-PWG(Zimmermann, Diandra) (Entered: 04/02/2019)
04/03/2019	150	NOTICE of Appearance by Carl Malmstrom on behalf of David Bernstein, Richard Davis, Daniel Meyerson, Joel Nice, Seraphin Nicholson (Attachments: # 1 Attachment Certificate of Service)(Malmstrom, Carl) (Entered: 04/03/2019)
04/03/2019	151	WAIVER OF SERVICE Returned Executed by Edmund Alves. (O Connell, Andrew) (Entered: 04/03/2019)
04/04/2019	152	NOTICE of Appearance by Julie Braman Kane on behalf of Marvin Braun, Penn Chabrow Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00517-PWG(Kane, Julie) (Entered: 04/04/2019)
04/04/2019	153	NOTICE of Appearance by Gregory Michael Egleston on behalf of John P. Moore (Egleston, Gregory) (Entered: 04/04/2019)
04/04/2019	154	NOTICE of Appearance by Jonathan M Jagher on behalf of Barry Golin, Laura Gononian, Susan Goldfine Raab (Jagher, Jonathan) (Entered: 04/04/2019)
04/04/2019	155	NOTICE of Appearance by Brian M Hogan on behalf of Barry Golin, Laura Gononian, Susan Goldfine Raab (Hogan, Brian) (Entered: 04/04/2019)

04/04/2019	156	NOTICE of Appearance by Gary F Lynch on behalf of Stacey K. Allen, Kathryn Costa, Robert Dorfman, Natalene Gauna, Matt Jordan, Greg Leeb, Kerri Shapiro, Kirk Skinner, Karen Stivaletta, Lori Trent, John Turgon-Schramm (Lynch, Gary) (Entered: 04/04/2019)
04/04/2019	157	NOTICE of Appearance by Ben Barnow on behalf of Nancy Molesworth, Mary Ann Sundius-Rose (Barnow, Ben) (Entered: 04/04/2019)
04/04/2019	158	NOTICE of Appearance by Joseph Francis Murphy, Jr on behalf of Bank of Louisiana Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Murphy, Joseph) (Entered: 04/04/2019)
04/05/2019	159	Case Management Conference held on 4/5/2019 before Judge Paul W. Grimm. (Court Reporter: Lisa Bankins-4C) (ss5s, Deputy Clerk) (Entered: 04/05/2019)
04/05/2019	160	PAPERLESS ORDER DIRECTING counsel for the plaintiffs in the two PSLRA cases to jointly file notice of the agreement reached as to counsel leadership in these two actions. Signed by Judge Paul W. Grimm on 4/5/2019. (pvs, Chambers) (Entered: 04/05/2019)
04/05/2019	161	NOTICE of Appearance by Andrew Kevin O Connell on behalf of Edmund Alves (O Connell, Andrew) (Entered: 04/05/2019)
04/08/2019	162	NOTICE of Appearance by Douglas A Millen on behalf of Barry Golin, Laura Gononian, Susan Goldfine Raab (Millen, Douglas) (Entered: 04/08/2019)
04/08/2019	163	NOTICE of Appearance by Steven A Kanner on behalf of Barry Golin, Laura Gononian, Susan Goldfine Raab (Kanner, Steven) (Entered: 04/08/2019)
04/09/2019	164	NOTICE of Appearance by Lance Harke on behalf of Michaela Bittner (Harke, Lance) (Entered: 04/09/2019)
04/09/2019	165	NOTICE of Appearance by Francis Paul McConville on behalf of Construction Laborers Pension Trust for Southern California, Construction Laborers Pension Trust for Southern California Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(McConville, Francis) (Entered: 04/09/2019)
04/09/2019	166	NOTICE of Appearance by Christopher J Keller on behalf of Construction Laborers Pension Trust for Southern California, Construction Laborers Pension Trust for Southern California Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Keller, Christopher) (Entered: 04/09/2019)
04/09/2019	167	NOTICE of Appearance by Alec Tibor Coquin on behalf of Construction Laborers Pension Trust for Southern California, Construction Laborers Pension Trust for Southern California Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Coquin, Alec) (Entered: 04/09/2019)
04/10/2019	168	NOTICE by Amanda Arnold, Edward Baker, Brad Barringer, Kiana Belcher, Kevin Berry, Susan Beverley, Douglas Blake, Michael Blicher, Carol Blood, Robert Bluestone, Tanesha Boradgiak, Michael Bunker, Brenda Burr, Yvette Butler, Shelia Canipe, Deana Cannon, Catherine Carlberg, Ruthanne Carpenter, Cheryl Castor, Michael Castor, Crystal Chambers, Kathleen Christensen, Prudence Concert-White, Curtis Cummings, Mary Ellen Davey, Christopher Davies, Dorothy Davis, Karen Davis, Kenneth Davis, Graves De Armond, Cynthia Deese, May Desrochers, Scott Dias, Sami Difuntorum, Jonathan Dodart, Julie Duchsherer, Mark Duffey, Gretchen Ehle, Vance Edward Eichelberger, Carla Engle, Barbara Erickson, Michelle Featherstone, Ronald Michael Feschak, Nathan Finney, Janice Frazier-Scott, Lisa Frederickson, Michael Freeland, Lisa Fritz, Marlon Gaines, Steve Gajewski, Laurene Gallway, Eric Gault, Betsy Gentry,

		Scott Gideon, John Gilliland, Jon Goldberg, Angela Gresh, Latausha Griffin, Jernard Griggs, Edward Hanley, Charles Hanson, Sheila Harrison, Danielle Hayes, Phyllis Hecker, Amber Helton, Jeri Holt-Minter, Virginia Howell, Donna Hughes, Patricia Huizar, Tamika Jackson, Kyle Jaski, Monica Johnson, Nikole Jordan, Mary Jo Jurey, Robert Kaiser, Lucy Karl, Jeffrey Kemp, Linda Kite, Joan Knudson, Sarah Korwan, Ronald Kotz, Ellen Kowitt, Maretta Leitka, Rik Lewis, Beverly Louk, Anthony Malfi, Patrice Matthews, Olivia May, Susan Mcintosh, David Melendez, Holger Meyer, Debra Michaud, Jack Milam, Judy Mills, Chalise Morris, Chris Morris, David Moyer, Susan Mullins, Dorothy Odie, Jeffrey Oelhafen, Christina Olsen, Carol Ostapchuk, Steven Owens, Asim Padh, Justin Palmer, Darrel Parris, Janlisa Parris, Curtis Payne, Lawrence Perlmutter, Jeninne Pitts, Christopher Pratt, Burnease Ragin, Jeffrey Rahn, Michael Raimondi, Karen Rambat, Michael Rapp, Kumar Rashad, Beverly Ricks, Selma Rodriguez, Ruth Patricia Rosados, Andrew Rose, Joel Rosson, Mark Rotondi, Deidrinelle Rouse, Karen Russell, Richard Ryans, Rick Sabath, Bruce Sanders, Anne Santo, Anne Savarese, Vincent Savarese, Sonja Scott, David Secrist, Shawn Seeley, Tonekia Showell, Tamika Simmonds, John Simmons, Edward Siperstein, Lee Slagle, Dale Smith, Shane Somerville, Angela Sonnier, David Sparks, Kent Spence, Jody Stephens, Rhonda Stevens, Theresa Sykes, Debra Talley, Peter Tapling, Joe Taylor, Gordon Thomas, Joseph Throneberry, Beverly Tookey, Ricardo Vaquer, Edgar Vaynshteyn, Vickie Vetter, Felicia Wallace, John Waller, Kevin Walls, Jean Waskiewicz, Curtis Weaver, Ira Weintraub, Janet Wender, Marjorie Wheeler, Doreen Whelan, Debra Whiddon, Melissa White, Charles Williams, Gerald Williams, Linda Winsey, Stacey Wollman, Dennis Wooldridge, Maria Wooten, Ronzella Wright-Loftly, Jason Young, Julie Young, Melissa Yurkanin, Shaun Yurtkuran *Plaintiffs' Interim Coordinating Counsel's Proposed CMO Regarding Model Leadship Applications for the Consumer Track* Associated Cases: 8:19-md-02879-PWG et al.(Pizzirusso, James) (Entered: 04/10/2019)
04/11/2019	169	NOTICE OF FILING OF OFFICIAL TRANSCRIPT of Proceedings held on 04/05/2019, before Judge Grimm. Court Reporter/Transcriber L. Bankins, Telephone number 301-344-3912. Total number of pages filed: 87. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained from the Court Reporter or through PACER. Redaction Request due 5/2/2019. Redacted Transcript Deadline set for 5/13/2019. Release of Transcript Restriction set for 7/10/2019.(lkb, Court Reporter) (Entered: 04/11/2019)
04/11/2019	170	MDL Certified Transfer Order Transferring the listed case to the District of Maryland. Associated Cases: 8:19-md-02879-PWG et al.(cags, Deputy Clerk) (Entered: 04/11/2019)
04/11/2019	171	CASE MANAGEMENT ORDER Regarding Model Leadership Applications for the Consumer Track. Signed by Judge Paul W. Grimm on 4/11/2019. (cags, Deputy Clerk) (Entered: 04/11/2019)
04/12/2019	172	NOTICE of Appearance by Robert J Dart on behalf of Helen Kim (Dart, Robert) (Entered: 04/12/2019)
04/15/2019	173	Correspondence re: Consolidation Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00812-PWG, 8:19-cv-00830-PWG(O Connell, Andrew) (Entered: 04/15/2019)
04/16/2019	174	Correspondence re: Application for Leadership Role(s) (Attachments: # 1 Exhibit A)Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Silverman, Steven) (Entered: 04/16/2019)
04/16/2019	175	NOTICE of Appearance by Susan R Podolsky on behalf of Bonnie Taylor (Podolsky, Susan) (Entered: 04/16/2019)

04/16/2019	176	NOTICE of Appearance by Kimberly Justice on behalf of Barry Golin, Laura Gononian, Susan Goldfine Raab (Justice, Kimberly) (Entered: 04/16/2019)
04/16/2019	177	NOTICE of Appearance by Vincent Jon Esades on behalf of Adam Savett, Edward Schwartz (Esades, Vincent) (Entered: 04/16/2019)
04/17/2019	178	Correspondence re: Joseph Greenwald & Laakes Application for Leadership Role (Attachments: # 1 Exhibit Robinson Calcagnie, Inc. Firm Resume, # 2 Exhibit Joseph Greenwald & Laake, P.A. Firm Resume, # 3 Exhibit Whitfield Bryson & Mason LLP Firm Resume, # 4 Exhibit Finkelstein, Blankinship, Frei-Pearson & Garber, LLP Firm Resume)(Nannis, Veronica) (Entered: 04/17/2019)
04/18/2019	179	NOTICE of Appearance by Archibald Irwin Grubb, II on behalf of Luther B Oakes (Grubb, Archibald) (Entered: 04/18/2019)
04/18/2019	180	NOTICE of Appearance by Daniel Karon on behalf of Adam Savett, Edward Schwartz (Karon, Daniel) (Entered: 04/18/2019)
04/18/2019	181	Correspondence re: Julie B. Palley's Application for a Position on Plaintiffs' Steering Committee for the Consumer Track (Attachments: # 1 Exhibit Barrack, Rodos & Bacine Firm Resume)(Palley, Julie) (Entered: 04/18/2019)
04/18/2019	182	NOTICE of Appearance by Beau Hollowell on behalf of Adam Savett, Edward Schwartz (Hollowell, Beau) (Entered: 04/18/2019)
04/18/2019	183	Correspondence re: Brian Murray's Application for Position on Steering Committee Consumer Track (Attachments: # 1 Exhibit Firm Resume)(Murray, Brian) (Entered: 04/18/2019)
04/19/2019	184	NOTICE of Appearance by Catherine K Smith on behalf of Gerald Deloss (Smith, Catherine) (Entered: 04/19/2019)
04/19/2019	185	Catherine K. Smith's Application for Position on Steering Committee Consumer Track (Attachments: # 1 Exhibit Gustafson Gluek PLLC Firm Resume)(Smith, Catherine) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	186	NOTICE of Appearance by Rahul Ravipudi on behalf of Cina Nouri, Ricardo Zepeda (Ravipudi, Rahul) (Entered: 04/19/2019)
04/19/2019	187	Application of John B. Isbister of Tydings & Rosenberg LLP for Appointment as Liaison Counsel for the Consumer Track (Attachments: # 1 Exhibit 1, # 2 Exhibit 2, # 3 Exhibit 3)(Isbister, John) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	188	APPLICATION OF WILLIAM G. CALDES FOR APPOINTMENT TO THE STEERING COMMITTEE (Attachments: # 1 Exhibit A, # 2 Exhibit B)(Caldes, William) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). Modified on 4/22/2019 (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	189	Application for Co-Lead Counsel for the Consumer Track (Attachments: # 1 Exhibit Exhibit 1 -- Resume, # 2 Exhibit Exhibit 2 -- Leadership Structure, # 3 Exhibit Exhibit 3 -- Recent MDL and Class Action Experience, # 4 Exhibit Exhibit 4 -- Preliminary [Proposed] Protocol for Common Benefit Work and Expenses, # 5 Exhibit Exhibit 5 -- History of Work with Other Firms in Complex Cases)(Slaughter, Stacey) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). Modified on 4/22/2019 (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	190	Leadership Application for the Consumer Track (Attachments: # 1 Exhibit A - Resume) (Tellis, Roland) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk).

		Modified on 4/22/2019 (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	191	Application of Vincent J. Esades For Consumer Plaintiffs Lead Counsel (Attachments: # 1 Exhibit, # 2 Exhibit)(Esades, Vincent) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). Modified on 4/22/2019 (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	192	Kane Application for Consumer Track PSC (Attachments: # 1 Exhibit 1 - Firm Resume, # 2 Exhibit 2 - Kane Biography)(Kane, Julie) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). Modified on 4/22/2019 (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	193	Application of Michael J. Boni for Consumer Track PSC (Attachments: # 1 Exhibit "A" (Firm Resume))(Boni, Michael) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). Modified on 4/22/2019 (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	194	Application of Garrett D. Blanchfield to the Steering Committee (Attachments: # 1 Exhibit 1 Profile of Garrett D. Blanchfield)(Blanchfield, Garrett) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). Modified on 4/22/2019 (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	195	Application of Melissa R. Emert for PSC Consumer track (Attachments: # 1 Exhibit) (Emert, Melissa) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). Modified on 4/22/2019 (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	196	Application of Linda P. Nussbaum to Serve on Plaintiffs' Steering Committee (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C)(Nussbaum, Linda) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). Modified on 4/22/2019 (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	197	Application of Michael Liskow for Appointment to Consumer Track Steering Committee (Attachments: # 1 Exhibit, # 2 Exhibit)(Liskow, Michael) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). Modified on 4/22/2019 (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	198	NOTICE of Appearance by Marybeth V Gibson on behalf of All Plaintiffs (Gibson, Marybeth) (Entered: 04/19/2019)
04/19/2019	199	MOTION to Appoint Counsel *to Leadership Positions* by Michael Thomson (Attachments: # 1 Exhibit, # 2 Text of Proposed Order)(Wolf, Martin) (Entered: 04/19/2019)
04/19/2019	200	Application of Thomas E. Loeser of Hagens Berman Sobol Shapiro LLP for Appointment to the Steering Committee (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C)(Loeser, Thomas) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	201	Application for Appointment to Leadership Structure (Attachments: # 1 Attachment The Finley Firm, P.C. bio)(Gibson, Marybeth) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	202	Application of the Siegel-Tadler-Murphy Slate as Co-Lead Counsel and for Appointment of Plaintiffs Steering Committee (Attachments: # 1 Exhibit A - Siegel-Tadler-Murphy Group Data Breach Case Chart, # 2 Exhibit B - Norman Siegel Firm Biography, # 3 Exhibit C - Ariana Tadler Firm Biography, # 4 Exhibit D - William H. Murphy III Firm Biography, # 5 Exhibit E - John Yanchunis Firm Biography, # 6 Exhibit F - Karen Hanson Riebel Firm Biography, # 7 Exhibit G - Joseph Guglielmo Firm Biography, # 8 Exhibit H - Melissa S. Weiner Firm Biography, # 9 Exhibit I - Siegel-Tadler-Murphy Group Proposed Consumer Counsel Organization)(Siegel,

		Norman) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	203	Application Of Archie Grubb II For Appointment To Consumer Track Steering Committee (Attachments: # 1 Exhibit, # 2 Exhibit, # 3 Exhibit)(Grubb, Archibald) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	204	Application to Appoint Kimberly A. Justice to Plaintiffs' Steering Committee for the Consumer Track (Attachments: # 1 Exhibit A, # 2 Exhibit B)(Justice, Kimberly) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	205	Application to Appoint Ivy T. Ngo to Plaintiffs' Steering Committee for the Consumer Track (Attachments: # 1 Exhibit 1-Firm Bio, # 2 Exhibit 2-A Seat at the Table)(Ngo, Ivy) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	206	NOTICE of Appearance by Marc L Jordan on behalf of William Boyd (Jordan, Marc) (Entered: 04/19/2019)
04/19/2019	207	MOTION *Application for Appointment of Ms. Tiffany Wyatt Oldham to Plaintiffs' Steering Committee* by William Boyd (Attachments: # 1 Exhibit)(Jordan, Marc) (Entered: 04/19/2019)
04/19/2019	208	Application for Appointment of Rahul Ravipudi of Panish, Shea & Boyle LLP to the Consumer Track Steering Committee (Ravipudi, Rahul) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	209	Application of Tina Wolfson for Appointment as Lead Counsel for the Consumer Class (Attachments: # 1 Exhibit 1 - CV)(Wolfson, Tina) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	210	Application of Construction Laborers Pension Trust for Southern California for Appointment as Lead Plaintiff and Approval of Selection of Lead Counsel (Attachments: # 1 Exhibit A - Loss Analysis, # 2 Exhibit B - Labaton Sucharow Firm Resume)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Keller, Christopher) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	211	Application of Mila F. Bartos of Finkelstein Thompson LLP for Appointment to the Steering Committee for the Consumer Cases (Attachments: # 1 Exhibit)(Bartos, Mila) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	212	Application for Appointment as Co-Lead Counsel or Steering Committee Member (Attachments: # 1 Exhibit A - Resume, # 2 Exhibit B - Notable Case Summaries, # 3 Exhibit C - Table of Data Breach and Privacy Cases, # 4 Exhibit D - Table of Other MDL/Class Litigation, # 5 Exhibit E - Table of Anticipated Allocation of Time)(Lynch, Gary) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	213	APPLICATION OF ROSEMARY M. RIVAS FOR APPOINTMENT AS CO-LEAD COUNSEL OR, IN THE ALTERNATIVE, TO THE PLAINTIFFS STEERING COMMITTEE (Attachments: # 1 Exhibit EXHIBIT A - Rosemary M. Rivas Biography, # 2 Exhibit EXHIBIT B - Current Case List, # 3 Exhibit EXHIBIT C - Resolved Case List, # 4 Exhibit EXHIBIT D - [Proposed] Order Re Protocol for Common Benefit Work and Expenses, # 5 Exhibit EXHIBIT E - Levi & Korsinsky Firm Resume)(Rivas, Rosemary) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	214	Application of Amanda K. Klevorn of Burns Charest LLP to the Plaintiffs' Steering

		Committee (Attachments: # 1 Exhibit Ex. 1 - Amanda Klevorn bio)(Klevorn, Amanda) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	215	MOTION to Appoint Counsel *to Plaintiffs' Steering Committee* by Helen Kim (Attachments: # 1 Exhibit, # 2 Exhibit)(Coelho, Thiago) (Entered: 04/19/2019)
04/19/2019	216	KATRINA CARROLL'S INDIVIDUAL APPLICATION FOR APPOINTMENTO THE STEERING COMMITTEE FOR THE CONSUMER TRACK (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Exhibit D, # 5 Exhibit E)(Carroll, Katrina) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). Modified on 4/22/2019 (rss, Deputy Clerk). (Entered: 04/19/2019)
04/19/2019	217	MOTION to Appoint Counsel *Plaintiffs' Interim Coordinating Counsel's Leadership Application for the Consumer Track* by Vickie Vetter (Attachments: # 1 Exhibit A, Previous or Pending Cases in Which Members of the Proposed Slate Were Appointed to Leadership Positions, # 2 Exhibit B, Proposed Leadership Structure, # 3 Exhibit C, Interim Coordinating Counsel's Proposed Time and Expense Protocol, # 4 Exhibit D, Andrew Friedman and Cohen Milstein Sellers & Toll PLLC Firm Resume, # 5 Exhibit E, Amy Keller and DiCello Levitt Gutzler LLC Firm Resume, # 6 Exhibit F, James Pizzirusso, Megan Jones, and Hausfeld LLP Firm Resume, # 7 Exhibit G, David Berger and Gibbs Law Group LLP Firm Resume, # 8 Exhibit H, James Ulwick and Kramon & Graham P.A. Firm Resume, # 9 Exhibit I, Lesley Weaver and Bleichmar Fonti & Auld LLP Firm Resume, # 10 Exhibit J, Hassan Zavareei and Tycko & Zavareei LLP Firm Resume)(Keller, Amy) (Entered: 04/19/2019)
04/20/2019	218	Application for Plaintiffs Steering Committee (Attachments: # 1 Attachment Firm Overview)(Blatt, Gayle) Modified on 4/22/2019 to correct event type (rss, Deputy Clerk). (Entered: 04/20/2019)
04/22/2019	219	QC NOTICE: 201 Miscellaneous Correspondence, 208 Miscellaneous Correspondence, 203 Miscellaneous Correspondence, 218 Miscellaneous Correspondence, 213 Miscellaneous Correspondence, 194 Miscellaneous Correspondence, 190 Miscellaneous Correspondence, 192 Miscellaneous Correspondence, 185 Miscellaneous Correspondence, 200 Miscellaneous Correspondence, 205 Miscellaneous Correspondence, 211 Miscellaneous Correspondence, 195 Miscellaneous Correspondence, 193 Miscellaneous Correspondence, 214 Miscellaneous Correspondence, 210 Notice (Other), filed by Construction Laborers Pension Trust for Southern California, 204 Miscellaneous Correspondence, 212 Miscellaneous Correspondence, 188 Miscellaneous Correspondence, 197 Miscellaneous Correspondence, 202 Miscellaneous Correspondence,, 191 Miscellaneous Correspondence, 189 Miscellaneous Correspondence, 187 Miscellaneous Correspondence, 196 Miscellaneous Correspondence, 209 Miscellaneous Correspondence, 216 Miscellaneous Correspondence was filed incorrectly. ***The incorrect docketing event was used. The correct event is Motion for Miscellaneous Relief located under Motions and Related Filings and then Motions. Your document has been accepted as filed. Court staff has made the necessary corrections. No corrective action is required in regard to this filing.*. (rss, Deputy Clerk) (Entered: 04/22/2019)
04/22/2019	220	NOTICE of Appearance by Tiffany Oldham on behalf of William Boyd (Oldham, Tiffany) (Entered: 04/22/2019)
04/22/2019	221	PAPERLESS ORDER directing Plaintiffs' Interim Coordinating Counsel ("PICC") to provide a reliable dial-in method to allow remote participation in the April 29th conference by a large number of participants. PICC shall circulate that method to all counsel and the Court at a reasonable time in advance of the hearing. Signed by Judge Paul W. Grimm on 4/22/2019. (efs, Chambers) (Entered: 04/22/2019)

04/24/2019	222	NOTICE of Appearance by Timothy J Peter on behalf of Nitya Bodhi Durant (Peter, Timothy) (Entered: 04/24/2019)
04/25/2019	223	NOTICE of Appearance by Jonas P Mann on behalf of Kathleen Frakes Hevener, Peter Maldini, Tamara Wallace Associated Cases: 8:19-md-02879-PWG, 1:18-cv-03841-PWG(Mann, Jonas) (Entered: 04/25/2019)
04/26/2019	224	Correspondence re: Appointment of Co-Lead Counsel, Plaintiffs' Steering Committee, and Liaison Counsel from the ICC Slate (Keller, Amy) (Entered: 04/26/2019)
04/26/2019	225	Correspondence re: Motion to Appoint Jason Lichtman, Eve-Lynn Rapp, Martin Wolf, Diandra Debrosse Zimmermann, John Roddy and Richard Gordon to Leadership Positions (Doc. 199) (Wolf, Martin) (Entered: 04/26/2019)
04/26/2019	226	Correspondence re: Application of the Siegel-Tadler-Murphy Slate as Co-Lead Counsel and for Appointment of Plaintiffs Steering Committee (Siegel, Norman) (Entered: 04/26/2019)
04/26/2019	227	Supplemental to 181 Miscellaneous Correspondence filed by John H. Cottrell, Sheila Coughlin, Jeffrey Erlbaum, Torri A. Gaines, Brent McArthur, Sara Schauer, John Scribner, Edward Twine, Martha Cebrian Vega (Palley, Julie) (Entered: 04/26/2019)
04/26/2019	228	Correspondence re: Supplement to Leadership Application (Gibson, Marybeth) (Entered: 04/26/2019)
04/26/2019	229	Correspondence re: Supplemental Letter in Support of Application of Tina Wolfson for Appointment as Lead Counsel for the Consumer Class (Wolfson, Tina) (Entered: 04/26/2019)
04/26/2019	230	Correspondence re: Application of Gary F. Lynch for Leadership Role in the Consumer Track (Lynch, Gary) (Entered: 04/26/2019)
04/26/2019	231	NOTICE of Appearance by Julie B Palley on behalf of John H. Cottrell, Sheila Coughlin, Jeffrey Erlbaum, Torri A. Gaines, Brent McArthur, Sara Schauer, John Scribner, Edward Twine, Martha Cebrian Vega (Palley, Julie) (Entered: 04/26/2019)
04/26/2019	232	Correspondence re: Leadership Application (Loeser, Thomas) (Entered: 04/26/2019)
04/26/2019	233	Correspondence re: Application of Michael J. Boni for Consumer Track PSC (Boni, Michael) (Entered: 04/26/2019)
04/26/2019	234	MOTION Supplement to Application for Appointment of Consumer Case Leadership by Latoya Aguillard, Annemarie Amarena, Melissa Ames, Debra Anthony, Nathan Royce Banks, Jamie Bannon, Robert Barbour, Joanne Barrett, Ann Bascom, Dana Bass, Paulette Beale, Terrie Bennett, Kimberly Bentley, Diane Bernard, Catherine Berrahou, Michael Betit, Darrell Black, Juliet Black, Winnie Blackwell, Steven Bloom, Heidi Bodian, Bridget Bodie-Papino, Michelle Bonifacio, Candace Boston, Cory Bovair, Celia Bowman, Connie Bowman, Katesha Box, Miriam Boyd, Julia Boykin, Tracy Bradford Lockaby, Anitra Bradley, Brian Braid, Lawrence Brenner, Byron Brewer, LaToya Brown, David Bruemmer, Terrance D. Bulger, Cheryl Butler-Adams, Kathrina Cajigal, Cole Callahan, Valerie Campanella, Alisha Campbell, Cayla Campbell, Claudia Canedo, Chastity Canfall, Salvatore Caponigro, Elizabeth Capper, Arhonda Carlisle, Yvette Caruthers, Louann Cashill, Luke Castle, Mark Catuogno, Chris Cervantes(PWG 18-3933), Chris Cervantes(On behalf of Himself and All Others Similarly PWG 18-3835), Amy Chen, Kevin Cheng, Raphael Chieke, Cindy Chism, Nycole Chisum, Davin Christiansen, Ryan Ciavarra, John Coakley, Rob Colletti, Brady Collins, David Collins, Elizabeth Collins, Kevin Collins, Rita Connuck, Scott Coogan, Carol Cook, James Cook, Meghan Cook, Sherri Cook, Kristie Cooley, Laura Coombs, Cassandra Cooper,

William Copeland, Jeri Covington, Kelly Cox, Ivette Crawford, Bret Crockett, Elizabeth Cunningham, Ebony Currie, Betty Dampier, Davidez Dampier, Barbara Dane, Patricia Daughtery, Julie Davis, Kimberly R. Davis, Nikki Davis, Shanti Davis, Austin Delaney, Jenn Demarco, Sherry Denny, Benjamin Desantis, Parth Detroja, Jobe Anthony Diagne, Mark Diefenbach, Tammy Doles, Lisa Dotson, Nathlie Dowdell, Perkins Drake, Lula Draper, Eric Dubitsky, Tommy Dudley, Alexander Duff, India Dugat, Stephanie Dyer, Allison Eells, Brad Ellish, Destiny Esper, Julie Evans, Romel Fajardo, Jeremiah Fanyui, David Fasolino, Annette Fears, Arnold Fishon, Eric Fishon, Bruce Fitzgerald, Jill Fleisher, Sara Flesch, Sharay Floyd, Donna Fontaine, Jeral Forger, Adam Fornal, Shaelyn Forrest, William Forrester, Arlona Fredrickson, Philip S. Friedman, Philip Friedman, Lisa Gadsby, Cindy Gaines, Christopher Galasso, Pablo Gallegos, Mike Galvin, Julie Ganuelas, Fae Garden, Mark Gardner, Mitchell Gerson, Kim Gibbs, John Gilmour, Maxine Glass, Paula Glass, Robert Glass, Kimberly Gomez, Billy Goodman, Jesse Gore, Erik Goudie, Africa Green, Lonja Green, Cynthia Griffith, Dale Grimes, Alyssa Groski, Samir Gupta, Trish Hamilton Cobourn, Laurie Hansen, James Hardin, John Hariaczyi, Lillian Harris, Tanya Harris, Basimah Hasan, Philip Haskett, Timothy Hawkins, Robeson Heard, Samantha Hendricks, Brian Herman, Jose Herrera, Luis Herrera, Kathleen Frakes Hevener, Andrew Hickner, Thomas Hickner, Robin Hollingsworth, Paul Holloway, Mary Hopson, Tenise Houston, Talitha Huddleston, Gennell Hunter, Dustin Iagulli, Chasity Jackson, Christina Jackson, Tameka Jackson, Robert Jamerson, Aaron Janik, Michael Jennings, Lisa Johnson, Cleary Johs, Ron Jones, Shakimberly Jones, Shana Jordan, Teisha Jordan, Robert Josephberg, Camara Karamatic, Peter Karkazis, Robert Keil, Raymond Kerkvliet, Marybeth Kern, Pegi Klaess, Robert Korn, Deborah Koulpasis, Stanley Kubinski, Julius Kuperberg, Yong Woo Stephano Kwon, Tina Lapene, Anthony Latore, Bob Lavine, Doris Lavine, Robin Lawler, Krystal Lear, Donna Level, Deborah Lewandowski, Courtney Lewis, Jahmelia Lewis, Tishaunda Lewis, Valerie Lewis, Violet Limen, Agnieszka Lizewska, Jay Lockaby, Ashley Logan, Melanie Lopez, Shayla Lowry, Juan Lozano, Kathryn Lucas, Savannah Louise Lyon, Elizabeth Lyons, Tiffany Maberry, Rita Mair, Charity Maldonado, Suzanne Mallon, Deann Mankell, Bryan Mantei, Pauline Marco, Andrea Marshall, Abdjul Martin, Leslie Martin, Mark Mason, Maria Masucci, Mark Maxey, Elizabeth Maxwell, Lisa McGuire, Gwendolyn McNeal, Eric Mcpherson, Deborah Meade, Cindy Medeiros, Chloe Merjil, Collin Messer, Laura Messier, Ted Michelakos, Cariss Milano, Kim Miller, Shane Miller, Vickie Mondane, Gabrielle Moore, Jason Moore, Jeremiah Moore, Tanika Moore, Oscar Moreno, John Moy, William Muckelroy II, Albert Muick, Jose Munoz, Gwendolyn Murai, Maggie Murphy, Ron Musto, Heidi Myers, Howard William Myones, Victoria Neikirk, Sarah Newcomb, Joel Nice, Luther B Oakes, Dorothy Odie, Gerard Ohara, Sherita Olive-Miller, Sandra Ortner, Anita Overton-Smith, Alicia Page, Nikki Page, Rebecca Pageau, Kevin Parker, Michael Anthony Partland, Douglas Patton, Dallas Perkins, Shanisha Perkins, Darren Perks, Patrice Perrier, Yaroslava Petraitis, Terri Pettiford, Michelle Pfannenstiel, Sean Phillips, Patrick Plank, Juli Poloway, Emily Poltrack, Alice Poole, Brandon Post, George Pouliot, Walter Powell, Andrea Preston, Kashanna Price, Tammy Pry, Benjamin Quinn, Linda Quinones, Frank Ragan, Jeffrey Rahn, Giorgio Ramirez, Lisa Ramirez, Lupe Ramos, Nicole Regne, Robert G Reynolds, Donna Riggins, Steve Risinger, Marvin Roberson, Dominique Robertson, Lamarkis Robinson, Nick Robinson, Lanny Rodgers, Robert Rodriguez, Kevin S. Rogers, Joseph Rollins, Kathleen Romeo, Elizabeth Rosch, Stacey Rowland, Paul Rozzo, Steven Ruga, Joshua Ruhlman, Niesha Rush, Brittany Rushing, Karen Russell, Matthew Russo, Stacy Ryan, Adam Sanderson, Luis Santos, Stephen Sawyer, Justin J. Schmid, Holly Schmidt, Dean Schrickel, James Schultz, Terry Senn, Eilene Shaffer, Hiren Shah, Brian Sharnick, Julie Shippy, Svetlana Shtofmakher, Jose Siandre, Lenord Simmons, Janet Simonitsch, Illya Singh, Lori Smallwood, Doug Smith, Brittany Cliff Snyman, Julissa Solano, Steven Spagnolo, Michael Spain, Donald Springer, James Sprowl, Jeanine St. Hill, Shelli Stapp, Bahasha Stigall, Tammy Stiller,

		Daniel Stinson, Debra Stolte, Sarah Stone, Simon Sum, Samantha Summers, Jennifer Sykes, Yanina Szenkman, Gerald Taylor, Melissa Taylor, Alan Teitleman, Nicole Theiss, Carla Theriot, Kia Thomas, Roy Thompson, Pete Tittl, Valerie Tolliver, Danny Tolver, Matthew Tragarz, Michael Traugott, Ryan Truskowski, Martin Turnauer, Stella Ureno, Paul Vannoy, Audrey Varner, Leo Varshavsky, Lauren Vasiliadis, David Viggiano, Anne Vitasek, April Vrtis, Bryan Wallace, James Walton, Andrew Walts, Ashley Webster, Clara White, Jennifer White, Matthew White, Randolph White, Octavia Wilkerson, Earline Williams, Eddie Williams, Richard Williams, Terella Williams, Sheila Wolff, Kelley Womack, Chris Wright, Dolly Wright, Fugong Wu, Debra Yokoyama, Brittany Young, Glenn Young, Jacqueline Zenon(Nannis, Veronica) (Entered: 04/26/2019)
04/29/2019	235	Correspondence re: FARUQI & FARUQI, LLPS SUBMISSION IN SUPPORT OF THE SIEGEL-TADLER-MURPHY APPLICATION FOR CONSUMER CASE LEAD (Peter, Timothy) (Entered: 04/29/2019)
04/29/2019	236	Case Management Conference held on 4/29/2019 before Judge Paul W. Grimm.(Court Reporter: Linda Marshall-4C) (ss5s, Deputy Clerk) (Entered: 04/29/2019)
04/29/2019	237	PAPERLESS ORDER SCHEDULING Case Management Conference No. 3 for Thursday, May 30, 2019, at 1 p.m. in Courtroom 4C; DIRECTING Defendants to file a pre-motion letter of five pages, single spaced, or less, regarding their proposed motion to dismiss the Financial Plaintiffs' complaint, by May 13, 2019 and DIRECTING the Financial Plaintiffs to inform the Court if they believe a pre-motion conference prior to May 30, 2019 would be useful; and DIRECTING Defense counsel to touch base with the City of Chicago Plaintiffs regarding the next steps. Signed by Judge Paul W. Grimm on 4/29/19. (lmys, Chambers) (Entered: 04/29/2019)
04/29/2019	238	CASE MANAGEMENT ORDER #2 Appointing Lead Counsel, Liaison Counsel and Steering Committee. Signed by Judge Paul W. Grimm on 4/29/2019. Associated Cases: 8:19-md-02879-PWG et al.(cags, Deputy Clerk) (Entered: 04/29/2019)
05/03/2019	239	MDL Certified Transfer ORDER No. 6 Transferring the listed case to the District of Maryland. (cags, Deputy Clerk) (Entered: 05/03/2019)
05/07/2019	240	NOTICE OF FILING OF OFFICIAL TRANSCRIPT of Proceedings held on 4-29-19, before Judge Grimm. Court Reporter/Transcriber Linda C Marshall, Telephone number 301-344-3229. Tape Number: ctrortscarol@gmail.com. Total number of pages filed: 114. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained from the Court Reporter or through PACER. Redaction Request due 5/28/2019. Redacted Transcript Deadline set for 6/7/2019. Release of Transcript Restriction set for 8/5/2019.(lcm, Court Reporter) (Entered: 05/07/2019)
05/13/2019	241	Correspondence re: Motion to Dismiss the Bank of Louisianas complaint (Warren, Daniel) (Entered: 05/13/2019)
05/14/2019	242	Correspondence re: Proposed CMO No. 3 (Attachments: # 1 Attachment [Proposed] Case Management Order No. 3)(Nannis, Veronica) (Entered: 05/14/2019)
05/15/2019	243	PAPERLESS ORDER DIRECTING lead counsel to submit letter briefs regarding their different proposals for Case Management Order No. 3 242 , particularly with regard to the bellwether selection process and the resulting differences in the schedule. Each side shall submit a letter brief of five pages or less by May 21, 2019. Signed by Judge Paul W. Grimm on 5/15/19. (lmys, Chambers) (Entered: 05/15/2019)
05/17/2019	244	MDL Certified Transfer ORDER No. 7 Transferring the listed case to the District of Maryland (jnls, Deputy Clerk) (Entered: 05/17/2019)

05/17/2019	245	Correspondence re: Motion to Dismiss the City of Chicago's Complaint (Warren, Daniel) (Entered: 05/17/2019)
05/20/2019	246	PAPERLESS ORDER ACKNOWLEDGING receipt of Marriott's pre-motion letters 241 , 245 regarding motions to dismiss the City of Chicago's complaint and the Bank of Louisiana's complaint. We will discuss both of these proposed motions in the May 30, 2019 Case Management Conference, unless counsel request an earlier conference call to do so. Signed by Judge Paul W. Grimm on 5/20/2019. (lmys, Chambers) (Entered: 05/20/2019)
05/20/2019	247	NOTICE of Voluntary Dismissal by Kenneth Tew, Ronald Walters, Kenneth Tew, Ronald N. Walters Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03804-PWG(Flowers, Jodi) (Entered: 05/20/2019)
05/20/2019	248	LETTER ORDER prior to Case Management Conference No. 3. Signed by Judge Paul W. Grimm on 5/20/2019. (kns, Deputy Clerk) (Entered: 05/20/2019)
05/21/2019	249	PAPERLESS ORDER: Per the City of Chicago's request, a conference call regarding Defendant's pre-motion letter 245 is set for Wednesday, May 22, 2019, at 4 p.m. Defense counsel will initiate the call. ONLY Counsel for Defendant and the City of Chicago will participate in this call. Signed by Judge Paul W. Grimm on 5/21/2019. (lmys, Chambers) (Entered: 05/21/2019)
05/21/2019	250	PAPERLESS ORDER RESCHEDULING PRE MOTION CONFERENCE CALL with counsel for the City of Chicago and Defense counsel TO May 28, 2019 at 12:00PM. Defense counsel will initiate the call. ONLY Counsel for Defendant and the City of Chicago will participate in this call. Signed by Judge Paul W. Grimm on 5/21/2019. (ats, Chambers) (Entered: 05/21/2019)
05/21/2019	251	Correspondence re: Proposed Case Management Order No. 3 (Sinclair, William) (Entered: 05/21/2019)
05/21/2019	252	Correspondence re: Order Directing Lead Counsel to Submit Letter Briefs Regarding Their Different Proposals for Case Management Order No. 3 in In re: Marriott International, Inc. Customer Data Security Breach Litigation, No. 8:19-md-02879 [ECF No. 243] (Ghannoum, Lisa) (Entered: 05/21/2019)
05/21/2019	253	Correspondence re: CMO 3, Selection of Bellwether Claims, and Exchange of Informal Discovery (Keller, Amy) (Entered: 05/21/2019)
05/22/2019	254	NOTICE of Voluntary Dismissal by Michael C. Christner, David J. Kimmel, Thomas Stabile Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00508-PWG(Guglielmo, Joseph) (Entered: 05/22/2019)
05/22/2019	255	NOTICE of Voluntary Dismissal by Ronald Bowers, Gary Meter Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00513-PWG(Guglielmo, Joseph) (Entered: 05/22/2019)
05/22/2019	256	NOTICE of Voluntary Dismissal by Nitya Bodhi Durant Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00514-PWG(Guglielmo, Joseph) (Entered: 05/22/2019)
05/23/2019	257	MARGINAL ORDER Approving (247 in 8:19-md-02879-PWG, 34 in 8:18-cv-03804-PWG) Notice of Voluntary Dismissal without prejudice filed by Ronald N. Walters, Kenneth Tew. Signed by Judge Paul W. Grimm on 5/23/2019. Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03804-PWG(cags, Deputy Clerk) (Entered: 05/23/2019)
05/23/2019	258	MARGINAL ORDER Approving (254 in 8:19-md-02879-PWG, 33 in 8:19-cv-00508-PWG) Notice of Voluntary Dismissal filed by David J. Kimmel, Michael C. Christner, Thomas Stabile. Signed by Judge Paul W. Grimm on 5/23/2019. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00508-PWG(cags, Deputy Clerk) (Entered: 05/23/2019)

05/23/2019	259	MARGINAL ORDER Granting (255 in 8:19-md-02879-PWG, 25 in 8:19-cv-00513-PWG) Notice of Voluntary Dismissal filed by Ronald Bowers, Gary Meter. Signed by Judge Paul W. Grimm on 5/23/2019. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00513-PWG(cags, Deputy Clerk) (Entered: 05/23/2019)
05/23/2019	260	MARGINAL ORDER Granting (256 in 8:19-md-02879-PWG, 22 in 8:19-cv-00514-PWG) Notice of Voluntary Dismissal filed by Nitya Bodhi Durant. Signed by Judge Paul W. Grimm on 5/23/2019. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00514-PWG(cags, Deputy Clerk) (Entered: 05/23/2019)
05/24/2019	261	NOTICE of Voluntary Dismissal by Bonnie Taylor Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03913-PWG(Weaver, Lesley) (Entered: 05/24/2019)
05/28/2019	262	PAPERLESS ORDER MEMORIALIZING today's conference call with counsel for the City of Chicago and Defense counsel regarding Marriott's proposed motion to dismiss 245 . By June 3, 2019, the parties will propose a schedule for the City of Chicago to file an amended complaint, Marriott to file a motion to dismiss, and the parties to brief the motion. The parties have agreed that, unless otherwise ordered by the Court, Marriott's memorandum and the City of Chicago's opposition will not exceed 25 pages each, and Marriott's reply will not exceed 12 pages. Signed by Judge Paul W. Grimm on 5/28/2019. (lmys, Chambers) (Entered: 05/28/2019)
05/28/2019	263	PAPERLESS ORDER DIRECTING Plaintiffs' Co-Lead Counsel to provide a reliable dial-in method to allow remote participation in the May 30th conference by a large number of participants. Plaintiffs' Co-Lead Counsel shall circulate that method to all counsel and the Court at a reasonable time in advance of the hearing. Signed by Judge Paul W. Grimm on 5/28/2019. (efs, Chambers) (Entered: 05/28/2019)
05/28/2019	264	Correspondence re: call-in instructions for May 30, 2019 Case Management Conference (Ulwick, James) (Entered: 05/28/2019)
05/29/2019	265	MARGINAL ORDER Approving (261 in 8:19-md-02879-PWG, 30 in 8:18-cv-03913-PWG) Notice of Voluntary Dismissal filed by Bonnie Taylor. Signed by Judge Paul W. Grimm on 5/29/2019. Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03913-PWG(cags, Deputy Clerk) (Entered: 05/29/2019)
05/30/2019	266	Correspondence re: Plaintiffs' [Proposed] Agenda for May 30 Conference (Ulwick, James) (Entered: 05/30/2019)
05/30/2019	267	NOTICE of Voluntary Dismissal by Adam Borst Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00060-PWG(Hurt, J) (Entered: 05/30/2019)
05/30/2019	268	Case Management Conference #3 held on 5/30/2019 before Judge Paul W. Grimm. (Court Reporter: Linda Marshall - 4C) (jmhs, Deputy Clerk) (Entered: 05/30/2019)
05/30/2019	269	MARGINAL ORDER Approving (267 in 8:19-md-02879-PWG, 32 in 8:19-cv-00060-PWG) Notice of Voluntary Dismissal filed by Adam Borst. Signed by Judge Paul W. Grimm on 5/30/2019. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00060-PWG(cags, Deputy Clerk) (Entered: 05/30/2019)
06/03/2019	270	Correspondence re: Proposed Stipulated Protective Order and Clawback Order (Keller, Amy) (Entered: 06/03/2019)
06/05/2019	271	STIPULATED PROTECTIVE ORDER and FRE(D) and (E) CLAWBACK ORDER. Signed by Judge Paul W. Grimm on 6/5/2019 Associated Cases: 8:19-md-02879-PWG et al.(cags, Deputy Clerk) (Entered: 06/05/2019)
06/05/2019	272	PAPERLESS ORDER thanking Marriott and The City of Chicago for their e-mail of June 3, 2019 confirming their briefing schedule for the motion to dismiss. The updated

		briefing schedule will be included in the next case management order, which will include the schedules for all tracks.. Signed by Judge Paul W. Grimm on 6/5/2019. (el2s, Chambers) (Entered: 06/05/2019)
06/05/2019	274	MDL Certified Transfer ORDER No. 8 Transferring the listed case to the District of Maryland (kns, Deputy Clerk) (Entered: 06/06/2019)
06/06/2019	273	NOTICE of Appearance by Benjamin H Richman on behalf of City of Chicago Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00654-PWG(Richman, Benjamin) (Entered: 06/06/2019)
06/07/2019	275	NOTICE of Change of Address by Katrina Carroll Associated Cases: 8:19-md-02879-PWG et al.(Carroll, Katrina) (Entered: 06/07/2019)
06/07/2019	276	Correspondence re: Parties' [Proposed] CMO 3 (Attachments: # 1 [Proposed] CMO 3 Matrix)(Ghannoum, Lisa) (Entered: 06/07/2019)
06/10/2019	277	NOTICE OF FILING OF OFFICIAL TRANSCRIPT of Proceedings held on 5-30-19, before Judge Grimm. Court Reporter/Transcriber Linda Marshall, Telephone number 301-344-3229. Total number of pages filed: 79. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained from the Court Reporter or through PACER. Redaction Request due 7/1/2019. Redacted Transcript Deadline set for 7/11/2019. Release of Transcript Restriction set for 9/9/2019.(lcm, Court Reporter) (Entered: 06/10/2019)
06/10/2019	278	PAPERLESS ORDER directing counsel to the ESI Principles adopted by this Court for consideration when filing the Joint Proposed ESI Protocol due on June 20, 2019. The ESI Principles can be found at the following link: https://www.mdd.uscourts.gov/sites/mdd/files/ESI-Principles.pdf. Signed by Judge Paul W. Grimm on 6/10/2019. (el2s, Chambers) (Entered: 06/10/2019)
06/10/2019	279	CASE MANAGEMENT ORDER No. 3. Signed by Judge Paul W. Grimm on 6/10/2019. (Attachments: # 1 Attachment)(kns, Deputy Clerk) (Entered: 06/10/2019)
06/10/2019	280	PAPERLESS ORDER directing the parties to submit proposed discovery schedules for the Consumer, Financial, and Government Tracks by July 31, 2019. Per the conference held on May 30, 2019, discovery (other than the disclosures previously ordered by the Court regarding the forensic report and materials disclosed to regulators) should begin around the following dates: Consumer Track discovery will begin after the filing of the consolidated amended class action complaint, and following the selection by Plaintiffs and Defendants of the ten claims that will proceed to a motion to dismiss. Financial and Government Track discovery will begin after Plaintiffs file their amended complaints, and Securities and Derivative Track discovery will be stayed until the Motions to Dismiss in those tracks are resolved. The parties are also to include in this proposed schedule their preference for a special master. Signed by Judge Paul W. Grimm on 6/10/2019. (el2s, Chambers) (Entered: 06/10/2019)
06/12/2019	281	PAPERLESS ORDER directing Defense counsel to provide the Court with copies of both the Payment Card Industry Forensic Investigative Report (PFI), and the materials provided to governmental regulators investigating the Breach, on the date when those materials are disclosed to the appropriate Plaintiffs. Defense counsel may file a Motion to Seal these documents that complies with L.R. 105.11. See Virginia Dept. of State Police v. Washington Post, 386 F.3d 567, 576 (4th. Cir. 2004) for further discussion. Signed by Judge Paul W. Grimm on 6/12/2019. (el2s, Chambers) (Thumb Drive received on 9/9/2019 and sent to chambers on 9/10/2019) Modified on 9/10/2019 (heps, Deputy Clerk). (Entered: 06/12/2019)

06/12/2019	282	NOTICE by Gretchen Ehle *of Withdrawal of Counsel for Plaintiffs* (Guido, Sally) (Entered: 06/12/2019)
06/12/2019	283	NOTICE of Voluntary Dismissal by Dianne King Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00499-PWG(Warshaw, Daniel) (Entered: 06/12/2019)
06/12/2019	284	MARGINAL ORDER Approving (35 in 8:19-cv-00499-PWG) Notice of Voluntary Dismissal filed by Dianne King. Signed by Judge Paul W. Grimm on 6/12/2019. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00499-PWG(cags, Deputy Clerk) (Entered: 06/12/2019)
06/13/2019	285	NOTICE of Voluntary Dismissal by David Bernstein, Richard Davis, Daniel Meyerson, Joel Nice, Seraphin Nicholson Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03726-PWG(Malmstrom, Carl) (Entered: 06/13/2019)
06/14/2019	286	NOTICE by Donna Hiteshew *of Withdrawal of Eve Lynn J. Rapp from Consumer Plaintiffs' Steering Committee* Associated Cases: 8:19-md-02879-PWG et al.(Rapp, Eve-Lynn) (Entered: 06/14/2019)
06/17/2019	287	MOTION to Remand to State Court , MOTION for Alternative Service by Yisroel MannAssociated Cases: 8:19-md-02879-PWG et al.(Schlachet, Mark) (Entered: 06/17/2019)
06/17/2019	288	MARGINAL ORDER Approving 286 Notice of Withdrawal of Eve Lynn J. Rapp from Consumer Plaintiffs' Steering Committee filed by Donna Hiteshew. Signed by Judge Paul W. Grimm on 6/17/2019. (km4s, Deputy Clerk) (Entered: 06/17/2019)
06/17/2019	291	MDL Certified Transfer ORDER No. 8 Transferring the listed case to the District of Maryland (jnls, Deputy Clerk) (Entered: 06/19/2019)
06/18/2019	289	PAPERLESS ORDER, with regard to Mann v. Starwood Hotels and Resorts Worldwide LLC, PWG-19-1613, ONLY; directing Defendant's counsel to file an opposition to Plaintiff's motion for remand {ECF 287} by July 2, 2019 and Plaintiff's counsel to file a reply within 14 days of the opposition. Both briefs have a page limit of 15 pages, double spaced, exclusive of exhibits and all relevant portions of exhibits shall be highlighted. Signed by Judge Paul W. Grimm on 6/18/2019. (el2s, Chambers) (Entered: 06/18/2019)
06/18/2019	290	NOTICE of Change of Address by Ariana Joyce Tadler (Tadler, Ariana) (Entered: 06/18/2019)
06/19/2019	292	NOTICE by Kenneth Tew, Ronald Walters *re Withdrawal of Lynn Sarko, Gretchen Cappio, Cari Laufenberg and Chris Springer* (Sarko, Lynn) (Entered: 06/19/2019)
06/20/2019	293	Joint MOTION for Extension of Time *to file joint ESI Protocol* by Gretchen Ehle (Attachments: # 1 Text of Proposed Order)Associated Cases: 8:19-md-02879-PWG et al.(Friedman, Andrew) (Entered: 06/20/2019)
06/20/2019	294	AMENDED COMPLAINT against Marriott International, Inc., Starwood Hotels & Resorts Worldwide LLC, filed by City of Chicago.Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00654-PWG(Richman, Benjamin) (Entered: 06/20/2019)
06/20/2019	295	MOTION to Seal *Portions of First Amended Complaint* by City of Chicago (Attachments: # 1 Text of Proposed Order)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00654-PWG(Richman, Benjamin) (Entered: 06/20/2019)
06/20/2019	296	-SEALED- AMENDED COMPLAINT against Marriott International, Inc., Starwood Hotels & Resorts Worldwide LLC, filed by City of Chicago.Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00654-PWG(Richman, Benjamin) (Entered: 06/20/2019)
06/21/2019	297	PAPERLESS ORDER directing counsel for the City of Chicago to file a version of their

		First Amended Complaint that identifies amendments in compliance with L.R. 103.6(c). Signed by Judge Paul W. Grimm on 6/21/2019. (el2s, Chambers) (Entered: 06/21/2019)
06/21/2019	298	-SEALED- AMENDED COMPLAINT against Marriott International, Inc., Starwood Hotels & Resorts Worldwide LLC, filed by City of Chicago. (Attachments: # 1 Amended Complaint identifying amendments)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00654-PWG(Richman, Benjamin) (Entered: 06/21/2019)
06/21/2019	299	ORDER Granting 293 Joint Motion for Extension of Time to file joint ESI Protocol. Signed by Judge Paul W. Grimm on 6/21/2019. (km4s, Deputy Clerk) (Entered: 06/21/2019)
06/21/2019	300	ORDER granting 295 Motion to Seal Portions of First Amended Complaint in case 8:19-md-02879-PWG. Signed by Judge Paul W. Grimm on 6/21/2019. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00654-PWG (km4s, Deputy Clerk) (Entered: 06/21/2019)
06/21/2019	301	ORDER Granting 293 Joint MOTION for Extension of Time *to file joint ESI Protocol*; parties shall file the joing ESI Protocol on or before July 1, 2019 filed by Gretchen Ehle. Signed by Judge Paul W. Grimm on 6/21/2019. (heps, Deputy Clerk) (Entered: 06/21/2019)
06/26/2019	302	Correspondence re: City of Chicago's Motion to Seal (ECF No. 300) (Villegas, Carol) (Entered: 06/26/2019)
06/27/2019	303	NOTICE of Appearance by Karina Puttieva on behalf of All Plaintiffs (Puttieva, Karina) (Entered: 06/27/2019)
06/28/2019	304	NOTICE by Kenneth Tew, Ronald Walters *re: Withdrawal of Jodi Westbrook Flowers, Fred Baker, Ann Ritter, Andrew Arnold and Annie Kouba as counsel* (Flowers, Jodi) (Entered: 06/28/2019)
06/28/2019	305	PAPERLESS ORDER confirming that Plaintiff's counsel in Securities Track and Derivative Track will be able to submit their opposition to any sealing motion filed for any Track. The opposition will be due seven days after the Consumer Track amended consolidated complaint is filed, consistent with CMO3. Signed by Judge Paul W. Grimm on 6/28/2019. (el2s, Chambers) (Entered: 06/28/2019)
06/28/2019	306	-SEALED- AMENDED COMPLAINT against All Defendants, filed by Bank of Louisiana. (Attachments: # 1 Exhibit Redlined Copy)(Sinclair, William) (Entered: 06/28/2019)
06/28/2019	307	MOTION to Seal *First Amended Complaint* by Bank of Louisiana (Attachments: # 1 Text of Proposed Order)(Sinclair, William) (Entered: 06/28/2019)
06/28/2019	308	NOTICE of Appearance by Theodore Joel Folkman on behalf of Aryeh Simon, Sassya Simon, Nicholas Frazer Associated Cases: 8:19-md-02879-PWG, 8:19-cv-01453-PWG, 8:19-cv-01792-PWG(Folkman, Theodore) (Entered: 06/28/2019)
07/01/2019	309	MOTION to Appear Pro Hac Vice for Stuart J. Guber (Filing fee $100, receipt number 0416-8099771.) by Edmund Alves (Attachments: # 1 Schedule A)(O Connell, Andrew) (Entered: 07/01/2019)
07/01/2019	310	Correspondence re: Stipulated Protocol and [Proposed] Order for Discovery of Electronically Stored Information (Warren, Daniel) (Entered: 07/01/2019)
07/01/2019	311	NOTICE of Appearance by Deborah H Renner on behalf of Aryeh Simon, Sassya Simon, Nicholas Frazer Associated Cases: 8:19-md-02879-PWG, 8:19-cv-01453-PWG, 8:19-cv-01792-PWG(Renner, Deborah) (Entered: 07/01/2019)

07/01/2019	312	NOTICE of Appearance by Thomas Warren on behalf of Aryeh Simon, Sassya Simon, Nicholas Frazer Associated Cases: 8:19-md-02879-PWG, 8:19-cv-01453-PWG, 8:19-cv-01792-PWG(Warren, Thomas) (Entered: 07/01/2019)
07/02/2019	313	PAPERLESS ORDER directing counsel for all Tracks to submit a written joint status report by July 30, 2019 that will update the Court on the progress of every Track. Thereafter, a written joint status report will be due to the Court every 60 days. The next report after July will be due September 30. Going forward, the Court may schedule in Court status conferences as appropriate. Signed by Judge Paul W. Grimm on 7/2/2019. (el2s, Chambers) (Entered: 07/02/2019)
07/02/2019	314	ORDER Granting 307 Motion to Seal First Amended Complaint; Directing a Redacted copy of First Amended Complaint is filed on or before July 12, 2019. Signed by Judge Paul W. Grimm on 7/2/2019. (km4s, Deputy Clerk) (Entered: 07/02/2019)
07/02/2019	315	STIPULATED Protocol and ORDER for Discovery of Electronically Stored Information. Signed by Judge Paul W. Grimm on 7/2/2019. (km4s, Deputy Clerk) (Entered: 07/02/2019)
07/02/2019	316	RESPONSE in Opposition re (287 in 8:19-md-02879-PWG, 287 in 8:19-md-02879-PWG, 13 in 8:19-cv-01613-PWG, 13 in 8:19-cv-01613-PWG) MOTION to Remand to State Court MOTION for Alternative Service filed by Starwood Hotels and Resorts Worldwide, LLC, Starwood Hotels & Resorts Worldwide LLC. (Attachments: # 1 Exhibit 1, # 2 Exhibit 2)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-01613-PWG(Keteltas, Gilbert) (Entered: 07/02/2019)
07/08/2019	317	QC NOTICE: 309 Motion to Appear Pro Hac Vice filed by Edmund Alves needs to be modified. See attachment for details and corrective actions needed regarding missing or incomplete information. (srd, Deputy Clerk) (Entered: 07/08/2019)
07/08/2019	318	PAPERLESS ORDER pertaining to case no. 19-1792 directing counsel for the Defendants and counsel for the Movants to confer by phone to set up a briefing schedule for the motion to remand. Counsel shall submit the schedule for court approval by July 22, 2019. Given that the memorandum in support of remand was less than 20 pages, neither the opposition nor the reply shall exceed 20 pages. Signed by Judge Paul W. Grimm on 7/8/2019. (el2s, Chambers) (Entered: 07/08/2019)
07/09/2019	319	Correspondence re: request leave to serve certain discovery on the Bank of Louisiana (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C)Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Warren, Daniel) (Entered: 07/09/2019)
07/10/2019	320	Correspondence re: Marriott's July 9, 2019 request for expedited jurisdictional discovery (ECF No. 319) (Sinclair, William) (Entered: 07/10/2019)
07/10/2019	321	MARGINAL ORDER in (42 in 8:18-cv-03726-PWG, 285 in 8:19-md-02879-PWG) Approving Notice of Voluntary Dismissal filed by Joel Nice, Richard Davis, Seraphin Nicholson, Daniel Meyerson, David Bernstein. Signed by Judge Paul W. Grimm on 7/10/2019 Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03726-PWG(cags, Deputy Clerk) (Entered: 07/10/2019)
07/11/2019	322	PAPERLESS ORDER confirming the conference call between Defense counsel and Plaintiff counsel for the Bank of Louisiana tomorrow at 11:00 a.m. and thanking counsel for circulating the dial-in number. Signed by Judge Paul W. Grimm on 7/11/2019. (el2s, Chambers) (Entered: 07/11/2019)
07/11/2019	323	MOTION for Discovery *Limited to Jurisdictional Issue* by Yisroel Mann(Schlachet, Mark) (Entered: 07/11/2019)
07/12/2019	324	STIPULATION re 287 MOTION to Remand to State Court MOTION for Alternative

		Service by Yisroel Mann(Schlachet, Mark) (Entered: 07/12/2019)
07/12/2019	325	NOTICE by Yisroel Mann re 323 MOTION for Discovery *Limited to Jurisdictional Issue is Withdrawn* (Schlachet, Mark) (Entered: 07/12/2019)
07/12/2019	326	Telephone Conference held on 7/12/2019 before Judge Paul W. Grimm.(FTR-SRS-4B.) (ss5s, Deputy Clerk) (Entered: 07/12/2019)
07/12/2019	327	PAPERLESS ORDER memorializing the conference call held today. Defense counsel's request for leave to serve limited expedited jurisdictional discovery on the Bank of Louisiana 319 is denied for the reasons stated on the record. Signed by Judge Paul W. Grimm on 7/12/2019. (el2s, Chambers) (Entered: 07/12/2019)
07/12/2019	328	AMENDED COMPLAINT against Marriott International, Inc., filed by Bank of Louisiana.(Sinclair, William) (Entered: 07/12/2019)
07/12/2019	329	REPLY to Response to Motion re 287 MOTION to Remand to State Court MOTION for Alternative Service filed by Yisroel Mann.(Schlachet, Mark) (Entered: 07/12/2019)
07/15/2019	330	PAPERLESS ORDER pertaining only to PWG-19-cv-1792, approving the briefing schedule submitted by the parties: Defendant to file opposition to the motion for remand by August 2, 2019 and Plaintiff to file reply by August 16, 2019. In the future, all scheduling proposals shall be electronically filed on the docket for approval. Signed by Judge Paul W. Grimm on 7/15/2019. (el2s, Chambers) (Entered: 07/15/2019)
07/15/2019	331	MOTION to Dismiss *Defendants' Motion to Dismiss the City of Chicago's Amended Complaint* by Marriott International, Inc., Starwood Hotels & Resorts Worldwide LLC (Attachments: # 1 Memorandum in Support, # 2 Exhibit A)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00654-PWG(Warren, Daniel) (Entered: 07/15/2019)
07/15/2019	332	-SEALED-Memorandum re (331 in 8:19-md-02879-PWG, 32 in 8:19-cv-00654-PWG) MOTION to Dismiss *Defendants' Motion to Dismiss the City of Chicago's Amended Complaint* filed by Marriott International, Inc., Starwood Hotels & Resorts Worldwide LLC. (Attachments: # 1 Exhibit A [Part 1], # 2 Exhibit A [Part 2])Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00654-PWG(Warren, Daniel) (Entered: 07/15/2019)
07/15/2019	333	MOTION to Seal by Marriott International, Inc., Starwood Hotels & Resorts Worldwide LLC (Attachments: # 1 Text of Proposed Order)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00654-PWG(Warren, Daniel) (Entered: 07/15/2019)
07/16/2019	334	ORDER Regarding the Filing of Motions. Signed by Judge Paul W. Grimm on 7/16/2019Associated Cases: 8:19-md-02879-PWG et al.(cags, Deputy Clerk) (Entered: 07/16/2019)
07/16/2019	335	DISCOVERY ORDER Signed by Judge Paul W. Grimm on 7/16/2019. Associated Cases: 8:19-md-02879-PWG et al.(cags, Deputy Clerk) (Entered: 07/16/2019)
07/16/2019	336	NOTICE of Appearance by William Geraci on behalf of Aryeh Simon, Sassya Simon, Nicholas Frazer Associated Cases: 8:19-md-02879-PWG, 8:19-cv-01453-PWG, 8:19-cv-01792-PWG(Geraci, William) (Entered: 07/16/2019)
07/16/2019	337	NOTICE of Appearance by Claiborne Hane on behalf of Aryeh Simon, Sassya Simon, Nicholas Frazer Associated Cases: 8:19-md-02879-PWG, 8:19-cv-01453-PWG, 8:19-cv-01792-PWG(Hane, Claiborne) (Entered: 07/16/2019)
07/17/2019	338	ORDER granting 333 Motion for Leave to File Portions of Their Motion to Dismiss under seal. Signed by Judge Paul W. Grimm on 7/17/2019. (jf3s, Deputy Clerk) (Entered: 07/17/2019)
07/17/2019	339	NOTICE of Appearance by Sydney M Janzen on behalf of City of Chicago Associated

		Cases: 8:19-md-02879-PWG, 8:19-cv-00654-PWG(Janzen, Sydney) (Entered: 07/17/2019)
07/17/2019	340	Correspondence re: request to file a motion for leave to file a surreply in opposition to plaintiff Yisroel Manns motion to remand Associated Cases: 8:19-md-02879-PWG, 8:19-cv-01613-PWG(Keteltas, Gilbert) (Entered: 07/17/2019)
07/18/2019	341	NOTICE OF FILING OF OFFICIAL TRANSCRIPT of Telephone Conference held on 07/12/2019, before Judge Paul W. Grimm. Total number of pages filed: 21. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained from the Court Reporter or through PACER. Redaction Request due 8/8/2019. Redacted Transcript Deadline set for 8/19/2019. Release of Transcript Restriction set for 10/16/2019.(nu, Deputy Clerk) (Entered: 07/18/2019)
07/18/2019	342	ORDER finding as moot 185 187 188 189 190 191 192 193 194 195 196 197 199 200 201 202 203 204 205 207 208 209 210 211 212 213 214 215 216 217 218 234 in light of 238 Case Management Order No. 2. Signed by Judge Paul W. Grimm on 7/18/2019. (lmys, Chambers) (Entered: 07/18/2019)
07/18/2019	343	Correspondence re: Opposition to Starwood Request to File Surreply [ECF No. 340] (Schlachet, Mark) (Entered: 07/18/2019)
07/19/2019	344	PAPERLESS ORDER relating to case number 19-1613. This Court has reviewed Defendants request to file a surreply 340 and Plaintiffs opposition 343 and concludes that: the request to file a surreply will be treated as a surreply while the request to file an opposition is denied. The decision to allow a party to file a surreply is discretionary. See F.D.I.C. v. Cashion, 720 F.3d 169 (4th Cir. 2013). Because Defendants request addressed an argument that Plaintiff brought up for the first time in the reply 329 , and because the request included substantive responses, this Court treats the request as a surreply, but denies the request to file an opposition. Signed by Judge Paul W. Grimm on 7/19/2019. (el2s, Chambers) (Entered: 07/19/2019)
07/22/2019	345	MOTION to Seal *Consumer Plaintiffs' Motion for Leave to File Portions of Their Consolidated Complaint Under Seal* by Anne Marie Amarena, Harry Bell, Teresa Borman, Travis Bowlby, William Boyd, Michael Charron, Matthew Crabtree, Roger Cullen, Leslie Dallner, Thomas Evankovich, James Marshall Farmer, Amber Flor, John Stephen Griesenbeck, Robert Guzikowski, Gertie Haese, Lisa Henderson, Steven Jamison, Nicole King, Morris Kris, Irma Lawrence, Brent Long, Maria Maisto, Denitrice Marks, Anastasia McGee, Cheryl Pilon Meyer, Mary Ann Miller, Kris Morris, Paula OBrien, Sean Phillips, Michael Piana, Cherly Pilon, Michael Podesta, Susan Raab, Frank Ragan, Adam Ropp, Keith Williams, Linda Wu (Attachments: # 1 Text of Proposed Order)(Nannis, Veronica) (Entered: 07/22/2019)
07/22/2019	346	-SEALED- AMENDED COMPLAINT against All Defendants, filed by Leslie Dallner, Gary Dittemore, Lisa Dotson, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Robert Guzikowski, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Cheryl Pilon Meyer, Mary Ann Miller, Kris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan, Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah

		Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Linda Wu, Shaun Yurtkuran.(Nannis, Veronica) (Entered: 07/22/2019)
07/23/2019	347	ORDER Granting 345 Motion to Seal. Signed by Judge Paul W. Grimm on 7/23/2019. (heps, Deputy Clerk) (Entered: 07/23/2019)
07/24/2019	348	NOTICE of Voluntary Dismissal by Dennis Desalvo, Pamela Moore Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03848-PWG(Ngo, Ivy) (Entered: 07/24/2019)
07/24/2019	349	Correspondence re: Motion to Unseal (Villegas, Carol) (Entered: 07/24/2019)
07/24/2019	350	MARGINAL ORDER APPROVING (36 in 8:18-cv-03848-PWG) Notice of Voluntary Dismissal filed by Pamela Moore, Dennis Desalvo. Signed by Judge Paul W. Grimm on 7/24/2019. Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03848-PWG(kns, Deputy Clerk) (Entered: 07/24/2019)
07/24/2019	351	Sealed Document (Attachments: # 1 Summons Accenture PLC, # 2 Summons Accenture LLP)(Ulwick, James) (Entered: 07/24/2019)
07/24/2019	352	REDACTED DOCUMENT to 351 Sealed Document by Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree, Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Robert Guzikowski, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Holger Meyer, Cheryl Pilon Meyer, Mary Ann Miller, Kris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran (Attachments: # 1 Summons Accenture PLC, # 2 Summons Accenture LLP) (Ulwick, James) (Entered: 07/24/2019)
07/25/2019	353	ORDER Denying 287 Motion to Remand to State Court. Signed by Judge Paul W. Grimm on 7/25/2019. (heps, Deputy Clerk) (Entered: 07/25/2019)
07/25/2019	354	PAPERLESS ORDER treating the letter submitted by the Securities Plaintiffs (Securities and Derivative Track) 349 as the motion to unseal. Because of this, the following are the new due dates for briefing: Defendant's opposition will be due in 14 days, 8/8/2019, and the Plaintiff's reply will be due 8/15/2019. The Opposition will be three pages or less single spaced, as will the reply. In the reply, Plaintiffs are to clearly explain whether they are seeking a motion to unseal the redacted portions of all complaints, the motion to dismiss in the Government Track, and the PFI Report, for the public at large, or seeking a limited motion to unseal to allow only the Plaintiffs to have access for drafting their own amended complaints. Signed by Judge Paul W. Grimm on 7/25/2019. (el2s, Chambers) (Entered: 07/25/2019)
07/29/2019	355	PAPERLESS ORDER notifying counsel that any request for attorneys' fees should be organized in accordance with Appendix B of the Local Rules. Additionally, please submit these requests in paper along with a summary overview in narrative format that sets out the breakdown of the bills. Signed by Judge Paul W. Grimm on 7/29/2019. (el2s, Chambers) (Entered: 07/29/2019)

07/30/2019	356	STATUS REPORT *Joint Status Report* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC(Warren, Daniel) (Entered: 07/30/2019)
07/31/2019	357	-SEALED-Summons Issued 21 days as to Accenture LLP, Accenture PLC.(heps, Deputy Clerk) (Entered: 07/31/2019)
07/31/2019	358	MOTION to Dismiss *Defendant's Motion to Dismiss Bank of Lousiana's Amended Complaint* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Memorandum in Support, # 2 Exhibit A)Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Warren, Daniel) (Entered: 07/31/2019)
07/31/2019	359	-SEALED-Memorandum re (358 in 8:19-md-02879-PWG, 68 in 8:18-cv-03833-PWG) MOTION to Dismiss *Defendant's Motion to Dismiss Bank of Lousiana's Amended Complaint* filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC. (Attachments: # 1 Exhibit A [Part 1], # 2 Exhibit A [Part 2])Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Warren, Daniel) (Entered: 07/31/2019)
07/31/2019	360	MOTION to Seal by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Text of Proposed Order)Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Warren, Daniel) (Entered: 07/31/2019)
07/31/2019	361	Correspondence re: Proposed Case Management Order No. 4 (Attachments: # 1 Certificate of Service)(Keller, Amy) (Entered: 07/31/2019)
08/01/2019	362	PAPERLESS ORDER finding the Motion for Discovery 323 as moot per the stipulation 324 . Signed by Judge Paul W. Grimm on 8/1/2019. (el2s, Chambers) (Entered: 08/01/2019)
08/02/2019	363	ORDER granting 360 Motion for Leave to File Portions of its Motion to Dismiss and Exhibit A under Seal. Signed by Judge Paul W. Grimm on 8/2/2019. (kns, Deputy Clerk) (Entered: 08/02/2019)
08/02/2019	364	RESPONSE in Opposition re (28 in 8:19-cv-01792-PWG) MOTION to Remand filed by Marriott International Inc, Starwood Hotels & Resorts Worldwide LLC, Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC. (Attachments: # 1 Exhibit A)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-01792-PWG(Warren, Daniel) (Entered: 08/02/2019)
08/05/2019	365	PAPERLESS ORDER directing Defense Counsel and Plaintiff Counsel for the Consumer Track to submit to the Court the five bellwether claims each party chose. Signed by Judge Paul W. Grimm on 8/5/2019. (el2s, Chambers) (Entered: 08/05/2019)
08/05/2019	366	MOTION to Withdraw as Attorney *Motion for Leave to Withdraw Appearance* by Kent Toft (Attachments: # 1 Text of Proposed Order)(Sandler, Paul) (Entered: 08/05/2019)
08/05/2019	367	MOTION to Withdraw as Attorney *Motion for Leave to Withdraw Appearance* by Kent Toft (Attachments: # 1 Text of Proposed Order)(Harlan, Eric) (Entered: 08/05/2019)
08/05/2019	368	Correspondence re: Bellwether Selection Associated Cases: 8:19-md-02879-PWG et al. (Pizzirusso, James) (Entered: 08/05/2019)
08/05/2019	369	AMENDED COMPLAINT against Arne M. Sorenson, Bao Giang Val Bauduin, Marriott International, Inc., Kathleen Kelly Oberg, Bruce Hoffmeister, Stephanie C. Linnartz, filed by Construction Laborers Pension Trust for Southern California. (Attachments: # 1 Exhibit A)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Villegas, Carol) (Entered: 08/05/2019)
08/05/2019	370	CASE MANAGEMENT ORDER No. 4. Signed by Judge Paul W. Grimm on 8/5/2019.

		(heps, Deputy Clerk) (Entered: 08/06/2019)
08/06/2019	371	ORDER in case 8:19-cv-00161-PWG; Granting (366) Motion to Withdraw as Attorney. Attorney Paul Mark Sandler terminated in case 8:19-md-02879-PWG. Signed by Judge Paul W. Grimm on 8/6/2019. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00161-PWG(heps, Deputy Clerk) (Entered: 08/06/2019)
08/06/2019	372	ORDER in case 8:19-cv-00161-PWG; granting (367) Motion to Withdraw as Attorney. Attorney Eric R Harlan terminated in case 8:19-md-02879-PWG. Signed by Judge Paul W. Grimm on 8/6/2019. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00161-PWG(heps, Deputy Clerk) (Entered: 08/06/2019)
08/06/2019	373	NOTICE of Appearance by Stuart J Guber on behalf of Edmund Alves (Guber, Stuart) (Entered: 08/06/2019)
08/07/2019	374	MOTION to Withdraw as Attorney *Motion for Leave to Withdraw Appearance* by Adam Savett, Edward Schwartz (Attachments: # 1 Text of Proposed Order)(Harlan, Eric) (Entered: 08/07/2019)
08/07/2019	375	MOTION to Withdraw as Attorney *Motion for Leave to Withdraw Appearance* by Adam Savett, Edward Schwartz (Attachments: # 1 Text of Proposed Order)(Sandler, Paul) (Entered: 08/07/2019)
08/07/2019	376	MOTION to Withdraw as Attorney by Michele Emanuele, Michelle Plotsker, Joely Sciascia (Attachments: # 1 Text of Proposed Order)Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03773-PWG(Kiviat, Theodore) (Entered: 08/07/2019)
08/08/2019	377	ORDER in case 8:19-cv-00059-PWG; granting (375) Motion to Withdraw as Attorney. Attorney Paul Mark Sandler terminated in case 8:19-md-02879-PWG. Signed by Judge Paul W. Grimm on 8/8/2019. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00059-PWG(heps, Deputy Clerk) (Entered: 08/08/2019)
08/08/2019	378	ORDER in case 8:18-cv-03773-PWG; granting (376) Motion to Withdraw as Attorney. Attorney Adam L Van Grack; Theodore B Kiviat and Robb Adam Longman terminated in case 8:19-md-02879-PWG. Signed by Judge Paul W. Grimm on 8/8/2019. Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03773-PWG(heps, Deputy Clerk) (Entered: 08/08/2019)
08/08/2019	379	ORDER in case 8:19-cv-00059-PWG; granting (374) Motion to Withdraw as Attorney. Attorney Eric R Harlan terminated in case 8:19-md-02879-PWG. Signed by Judge Paul W. Grimm on 8/8/2019. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00059-PWG(heps, Deputy Clerk) (Entered: 08/08/2019)
08/08/2019	380	Correspondence re: Opposition to Motion to Unseal (ECF No. 349) (Attachments: # 1 Declaration of Kristin Harding)(Mendro, Jason) (Entered: 08/08/2019)
08/12/2019	381	LETTER ORDER Regarding selection of Special Master. Signed by Judge Paul W. Grimm on 8/12/2019. (Attachments: # 1 Special Master Appointment Order Sample) (heps, Deputy Clerk) (Entered: 08/12/2019)
08/14/2019	382	-SEALED-RESPONSE in Opposition re (331 in 8:19-md-02879-PWG) MOTION to Dismiss *Defendants' Motion to Dismiss the City of Chicago's Amended Complaint* by City of Chicago. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00654-PWG(Richman, Benjamin) (Entered: 08/14/2019)
08/14/2019	383	MOTION to Seal *Portions of Its Memorandum in Opposition to Defendants' Motion to Dismiss* by City of Chicago (Attachments: # 1 Text of Proposed Order)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00654-PWG(Richman, Benjamin) (Entered: 08/14/2019)

08/14/2019	384	RESPONSE in Opposition re (331 in 8:19-md-02879-PWG) MOTION to Dismiss *Defendants' Motion to Dismiss the City of Chicago's Amended Complaint (Redacted)* by City of Chicago. (Attachments: # 1 Exhibit 1, # 2 Exhibit 2, # 3 Exhibit 3)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00654-PWG(Richman, Benjamin) (Entered: 08/14/2019)
08/15/2019	385	Correspondence re: Reply in Support of Motion to Unseal (ECF No. 349) (Villegas, Carol) (Entered: 08/15/2019)
08/15/2019	386	Correspondence re: Status of Stipulation and Proposed Order No. 1 Governing Preservation of Electronically-Stored Information (Keller, Amy) (Entered: 08/15/2019)
08/16/2019	387	NOTICE of Appearance by Craig S Primis on behalf of Accenture LLP. (Primis, Craig) Modified on 8/23/2019 (jf3s, Deputy Clerk). (Entered: 08/16/2019)
08/16/2019	388	NOTICE of Appearance by Katherine E Canning on behalf of Accenture LLP. (Canning, Katherine) Modified on 8/23/2019 (jf3s, Deputy Clerk). (Entered: 08/16/2019)
08/16/2019	389	REPLY TO RESPONSE TO MOTION re (364 in 8:19-md-02879-PWG, 36 in 8:19-cv-01792-PWG) Response in Opposition to (28 in 8:19-cv-01792-PWG) Motion to Remand filed by Aryeh Simon, Sassya Simon.Associated Cases: 8:19-md-02879-PWG, 8:19-cv-01792-PWG(Renner, Deborah) Modified on 8/19/2019 (kns, Deputy Clerk). (Entered: 08/16/2019)
08/16/2019	390	PAPERLESS ORDER granting the extension of time that the parties requested for filing the preservation order No. 1 of electronically stored information 386 . The new deadline is Monday, August 19, 2019. Signed by Judge Paul W. Grimm on 8/16/2019. (el2s, Chambers) (Entered: 08/16/2019)
08/16/2019	391	ORDER granting (383) Motion for Leave to File Portions of its Response Memorandum Under Seal 8:19-md-02879-PWG. Signed by Judge Paul W. Grimm on 8/16/2019. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00654-PWG(jf3s, Deputy Clerk) (Entered: 08/16/2019)
08/16/2019	392	NOTICE of Appearance by Laura O'Boyle on behalf of Mary K. Bush, Bruce W. Duncan, Deborah M. Harrison, Frederick A. Henderson, Eric Hippeau, Lawrence W. Kellner, Debra L. Lee, Aylwin B. Lewis, Marriott International Inc, J.W. Marriott, Jr., George Munoz, Steven S Reinemund, Susan C. Schwab, Arne M. Sorenson, Arne M. Sorenson, Bao Giang Val Bauduin, Marriott International, Inc., Kathleen Kelly Oberg, Bao Giang Val Bauduin, Frederick A. Henderson, Bruce Hoffmeister, J.W. Marriott, Jr., Aylwin B. Lewis, Stephanie C. Linnartz, Marriott International, Inc., Marriott International, Inc., George Munoz, Kathleen Kelly Oberg, Steven S. Reinemund, Arne M. Sorenson, Bao Giang Val Bauduin, Deborah Marriott Harrison, Eric Hippeau, Lawrence W. Kellner, J.W. Marriott Jr., Kathleen Kelly Oberg, Arne M. Sorenson Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG, 8:19-cv-00812-PWG, 8:19-cv-00830-PWG(O'Boyle, Laura) (Entered: 08/16/2019)
08/17/2019	393	MOTION to Withdraw as Attorney by Kathleen Frakes Hevener, Peter Maldini, Tamara Wallace (Attachments: # 1 Text of Proposed Order)Associated Cases: 8:19-md-02879-PWG, 1:18-cv-03841-PWG(Poole, David) (Entered: 08/17/2019)
08/19/2019	394	ORDER in case 1:18-cv-03841-PWG; granting (393) Motion to Withdraw as Attorney. Attorney David Bruce Poole, Sr terminated in case 8:19-md-02879-PWG. Signed by Judge Paul W. Grimm on 8/19/2019. Associated Cases: 8:19-md-02879-PWG, 1:18-cv-03841-PWG(kns, Deputy Clerk) (Entered: 08/19/2019)
08/19/2019	395	Correspondence regarding Substantive legal issues - addressing (Primis, Craig)

		Modified on 8/19/2019 (jf3s, Deputy Clerk). (Entered: 08/19/2019)
08/19/2019	396	Correspondence re: letter regarding motion to dismiss the Consolidated Consumer Class Action Complaint (Warren, Daniel) (Entered: 08/19/2019)
08/19/2019	397	AMENDED COMPLAINT against Marriott International, Inc., Marriott International, Inc., filed by Edmund Alves, John P. Moore. (Attachments: # 1 Verification, # 2 Exhibit A)(O Connell, Andrew) (Entered: 08/19/2019)
08/19/2019	398	Correspondence re: Stipulation and Proposed Order No. 1 Covering Preservation of Electronically-Stored Information (Keller, Amy) (Entered: 08/19/2019)
08/20/2019	399	Supplemental to 397 Amended Complaint filed by John P. Moore (O Connell, Andrew) (Entered: 08/20/2019)
08/21/2019	400	STIPULATION re (62 in 8:19-cv-00368-PWG) Amended Complaint, *(Corrected Amended Complaint)* by Construction Laborers Pension Trust for Southern California (Attachments: # 1 Redline of Corrected Amended Complaint)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Villegas, Carol) (Entered: 08/21/2019)
08/21/2019	401	AMENDED COMPLAINT against Arne M. Sorenson, Bao Giang Val Bauduin, Bruce Hoffmeister, Stephanie C. Linnartz, Marriott International, Inc., Kathleen Kelly Oberg, filed by Construction Laborers Pension Trust for Southern California.Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Villegas, Carol) (Entered: 08/21/2019)
08/21/2019	402	NOTICE of Appearance by Mark S Goldman on behalf of Construction Laborers Pension Trust for Southern California Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Goldman, Mark) (Entered: 08/21/2019)
08/21/2019	403	NOTICE by Yisroel Mann *and HIs Counsel to Limit ECF Noticing* (Schlachet, Mark) (Entered: 08/21/2019)
08/22/2019	404	WAIVER OF SERVICE Returned Executed by Construction Laborers Pension Trust for Southern California. Bruce Hoffmeister waiver sent on 8/19/2019, answer due 10/18/2019.Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Villegas, Carol) (Entered: 08/22/2019)
08/22/2019	405	WAIVER OF SERVICE Returned Executed by Construction Laborers Pension Trust for Southern California. Stephanie C. Linnartz waiver sent on 8/19/2019, answer due 10/18/2019.Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Villegas, Carol) (Entered: 08/22/2019)
08/22/2019	406	WAIVER OF SERVICE Returned Executed by Construction Laborers Pension Trust for Southern California. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Villegas, Carol) (Entered: 08/22/2019)
08/22/2019	407	PAPERLESS ORDER scheduling a conference call between Defense counsel for Marriott, Defense counsel for Accenture, and Plaintiff counsel for the Consumer Track to discuss a briefing schedule for Accenture's motion to dismiss. The phone conference will be held on Wednesday, August 28, 2019, at 4:30p.m. The Court is directing counsel for Accenture to please circulate a dial-in number to the Court and the parties, or to initiate the call. If parties believe counsel for any other party should also be present for the call, please inform the Court. Signed by Judge Paul W. Grimm on 8/22/2019. (el2s, Chambers) (Entered: 08/22/2019)
08/23/2019	408	NOTICE by Accenture LLP *Corrected Notice of Appearance* (Primis, Craig) (Entered: 08/23/2019)
08/23/2019	409	NOTICE of Appearance by K Winn Allen on behalf of Accenture LLP (Allen, K)

		(Entered: 08/23/2019)
08/23/2019	410	Correspondence re: Dial-in Information for August 28, 2019 Conference Call (Primis, Craig) (Entered: 08/23/2019)
08/23/2019	411	STIPULATION AND ORDER No. 1 Covering Preservation of Electronically Stored Information. Signed by Judge Paul W. Grimm on 8/23/2019. (heps, Deputy Clerk) (Entered: 08/23/2019)
08/26/2019	412	MOTION to Seal *Consumer Plaintiffs' Motion for Leave to File Portions of Their Second Amended Consolidated Complaint Under Seal* by Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd(individually and on behalf of all others similarly situated PWG 19-1091), Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree, Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Robert Guzikowski, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Holger Meyer, Cheryl Pilon Meyer, Mary Ann Miller, Kris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran (Attachments: # 1 Text of Proposed Order)(Nannis, Veronica) (Entered: 08/26/2019)
08/26/2019	413	-SEALED- AMENDED COMPLAINT against Accenture LLP, Accenture PLC, Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC, filed by Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd(individually and on behalf of all others similarly situated PWG 19-1091), Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree, Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Robert Guzikowski, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Holger Meyer, Cheryl Pilon Meyer, Mary Ann Miller, Kris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips(PWG 18-3933), Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran. (Attachments: # 1 Attachment Redline)(Nannis, Veronica) (Entered: 08/26/2019)
08/26/2019	414	Correspondence re: Defendants' letter summarizing the grounds for their anticipated motion to dismiss. (Mendro, Jason) (Entered: 08/26/2019)
08/28/2019	415	NOTICE of Appearance by Adam Offenhartz on behalf of Mary K. Bush, Bruce W. Duncan, Deborah M. Harrison, Frederick A. Henderson, Eric Hippeau, Lawrence W.

		Kellner, Debra L. Lee, Aylwin B. Lewis, Marriott International Inc, J.W. Marriott, Jr., George Munoz, Steven S Reinemund, Susan C. Schwab, Arne M. Sorenson, Arne M. Sorenson, Bao Giang Val Bauduin, Bruce Hoffmeister, Stephanie C. Linnartz, Marriott International, Inc., Kathleen Kelly Oberg, Bao Giang Val Bauduin, Frederick A. Henderson, J.W. Marriott, Jr., Marriott International, Inc., Marriott International, Inc., George Munoz, Kathleen Kelly Oberg, Steven S. Reinemund, Arne M. Sorenson, Bao Giang Val Bauduin, Deborah Marriott Harrison, Eric Hippeau, Lawrence W. Kellner, Aylwin B. Lewis, J.W. Marriott Jr., Kathleen Kelly Oberg, Arne M. Sorenson Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG, 8:19-cv-00812-PWG, 8:19-cv-00830-PWG(Offenhartz, Adam) (Entered: 08/28/2019)
08/29/2019	416	PAPERLESS ORDER memorializing a conference call held yesterday between Counsel for Accenture, Marriott, and the Consumer Track. Counsel for Accenture and the Consumer Track are to confer with one another and submit a proposed order addressing: a briefing schedule for Accenture's motion to dismiss, the issue of accepting service, and what claims from the Consumer's complaint will be litigated. This proposed order will be submitted to the Court no later than September 12, 2019. Signed by Judge Paul W. Grimm on 8/29/2019. (el2s, Chambers) (Entered: 08/29/2019)
08/29/2019	417	Status Conference held on 8/28/2019 before Judge Paul W. Grimm. (ats, Chambers) (Entered: 08/29/2019)
08/30/2019	418	LETTER ORDER addressing Motion to Unseal. Signed by Judge Paul W. Grimm on 8/30/2019. (heps, Deputy Clerk) (Entered: 08/30/2019)
08/30/2019	419	-SEALED-RESPONSE in Opposition re 358 MOTION to Dismiss *Defendant's Motion to Dismiss Bank of Lousiana's Amended Complaint* filed by Bank of Louisiana.(Sinclair, William) (Entered: 08/30/2019)
08/30/2019	420	RESPONSE in Opposition re 358 MOTION to Dismiss *Defendant's Motion to Dismiss Bank of Lousiana's Amended Complaint (REDACTED PUBLIC VERSION)* filed by Bank of Louisiana.(Sinclair, William) (Entered: 08/30/2019)
08/30/2019	421	MOTION to Seal *(Plaintiff's Motion for Leave to File Portions of its Opposition to Motion to Dismiss Under Seal)* by Bank of Louisiana (Attachments: # 1 Text of Proposed Order)(Sinclair, William) (Entered: 08/30/2019)
09/02/2019	422	NOTICE of Change of Address by Anne Marie Janine de Bartolomeo (de Bartolomeo, Anne Marie) (Entered: 09/02/2019)
09/03/2019	423	NOTICE by City of Chicago re 384 Response in Opposition, (Richman, Benjamin) (Entered: 09/03/2019)
09/04/2019	424	NOTICE of Appearance by Robert J Schupler on behalf of John P. Moore Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00830-PWG(Schupler, Robert) (Entered: 09/04/2019)
09/04/2019	425	REPLY to Response to Motion re (331 in 8:19-md-02879-PWG, 32 in 8:19-cv-00654-PWG) MOTION to Dismiss *Defendants' Motion to Dismiss the City of Chicago's Amended Complaint* filed by Marriott International, Inc., Starwood Hotels & Resorts Worldwide LLC, Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC. (Attachments: # 1 Exhibit B)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00654-PWG(Warren, Daniel) (Entered: 09/04/2019)
09/05/2019	426	Correspondence re: amendments to stipulated protective order (Attachments: # 1 Exhibit A, # 2 Exhibit B)(Keteltas, Gilbert) (Entered: 09/05/2019)
09/09/2019	427	Correspondence re: Defendants' letter summarizing the grounds for their anticipated motion to dismiss. (Mendro, Jason) (Entered: 09/09/2019)

09/10/2019	428	NOTICE of Appearance by Devin S Anderson on behalf of Accenture LLP (Anderson, Devin) (Entered: 09/10/2019)
09/11/2019	429	STIPULATION *Regarding Deadline for Filing of Second Amended Consolidated Complaint* by Construction Laborers Pension Trust for Southern CaliforniaAssociated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Villegas, Carol) (Entered: 09/11/2019)
09/11/2019	430	NOTICE by Andrea Durkee, Nathan Esquerra *NOTICE OF CHANGE OF FIRM AFFILIATION AND ADDRESS* Associated Cases: 8:19-md-02879-PWG et al.(Travis, Ben) (Entered: 09/11/2019)
09/12/2019	431	NOTICE by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC *[Proposed] Order Appointing Special Master* (Attachments: # 1 Certificate of No Conflicts)(Keteltas, Gilbert) (Entered: 09/12/2019)
09/12/2019	432	NOTICE by Andrea Durkee, Nathan Esquerra *NOTICE OF CHANGE OF FIRM AFFILIATION AND ADDRESS* Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00047-PWG(Zeldes, Helen) (Entered: 09/12/2019)
09/12/2019	433	NOTICE of Appearance by Craig S Primis on behalf of Accenture PLC (Primis, Craig) (Entered: 09/12/2019)
09/12/2019	434	NOTICE of Appearance by K Winn Allen on behalf of Accenture PLC (Allen, K) (Entered: 09/12/2019)
09/12/2019	435	NOTICE of Appearance by Devin S Anderson on behalf of Accenture PLC (Anderson, Devin) (Entered: 09/12/2019)
09/12/2019	436	NOTICE of Appearance by Katherine E Canning on behalf of Accenture PLC (Canning, Katherine) (Entered: 09/12/2019)
09/12/2019	437	Local Rule 103.3 Disclosure Statement by Accenture LLP, Accenture PLC (Primis, Craig) (Entered: 09/12/2019)
09/12/2019	438	STATUS REPORT *on Accenture motion to dismiss claims and schedule* by Accenture LLP, Accenture PLC (Attachments: # 1 Text of Proposed Order)(Primis, Craig) (Entered: 09/12/2019)
09/16/2019	439	NOTICE of Appearance by Emily Merki Long on behalf of Accenture LLP, Accenture PLC (Long, Emily) (Entered: 09/16/2019)
09/16/2019	440	AMENDED COMPLAINT against Bao Giang Val Bauduin, Bruce Hoffmeister, Stephanie C. Linnartz, Marriott International, Inc., Kathleen Kelly Oberg, Arne M. Sorenson, filed by Construction Laborers Pension Trust for Southern California.Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Villegas, Carol) (Entered: 09/16/2019)
09/17/2019	441	REQUEST for Extension of Time to File *Reply Brief in Support of Motion to Dismiss* Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Ghannoum, Lisa) (Entered: 09/17/2019)
09/17/2019	442	ORDER Regarding briefing schedule. Signed by Judge Paul W. Grimm on 9/17/2019. (heps, Deputy Clerk) (Entered: 09/17/2019)
09/17/2019	443	Stipulation Regarding Deadline for filing of Second Amended Consolidated Complaint. Signed by Judge Paul W. Grimm on 9/17/2019. (heps, Deputy Clerk) (Entered: 09/17/2019)
09/17/2019	444	ORDER Appointing Special Master. Signed by Judge Paul W. Grimm on 9/17/2019.

		(heps, Deputy Clerk) (Entered: 09/17/2019)
09/17/2019	445	ORDER granting 421 Motion to Seal Opposition to Motion to Dismiss. Signed by Judge Paul W. Grimm on 9/17/2019. (heps, Deputy Clerk) (Entered: 09/17/2019)
09/18/2019	446	PAPERLESS ORDER granting Defense counsel's unopposed request for a one week extension of time to file its reply brief in support of its motion to dismiss the Bank of Louisiana's amended complaint in the Financial Institution Track. Defense counsel's reply is now due September 27, 2019. Signed by Judge Paul W. Grimm on 9/18/2019. (el2s, Chambers) (Entered: 09/18/2019)
09/20/2019	447	MEMORANDUM OPINION AND ORDER in case 8:19-md-02879-PWG; denying (28) Motion to Remand in case 8:19-cv-01792-PWG. Signed by Judge Paul W. Grimm on 9/20/2019. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-01792-PWG(cags, Deputy Clerk) (Entered: 09/20/2019)
09/20/2019	448	STIPULATION re 279 Case Management Order *Regarding Deadline for Filing of Derivative Tract Second Amended Consolidated Complaint* by Edmund Alves(O Connell, Andrew) (Entered: 09/20/2019)
09/20/2019	449	MARGINAL ORDER regarding the Deadline for filing of Derivative Track Second Amended Consolidated Complaint. Signed by Judge Paul W. Grimm on 9/20/2019. (heps, Deputy Clerk) (Entered: 09/20/2019)
09/23/2019	450	MOTION to Dismiss *DEFENDANTS MOTION TO DISMISS THE BELLWETHER PLAINTIFFS SECOND AMENDED CONSOLIDATED CONSUMER CLASS ACTION COMPLAINT* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Memorandum in Support, # 2 Exhibit 1, # 3 Exhibit 2)(Warren, Daniel) (Entered: 09/23/2019)
09/23/2019	451	-SEALED- MOTION to Dismiss *DEFENDANTS MOTION TO DISMISS THE BELLWETHER PLAINTIFFS SECOND AMENDED CONSOLIDATED CONSUMER CLASS ACTION COMPLAINT* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Memorandum in Support, # 2 Exhibit 1, # 3 Exhibit 2)(Warren, Daniel) (Entered: 09/23/2019)
09/23/2019	452	MOTION to Seal by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Text of Proposed Order)(Warren, Daniel) (Entered: 09/23/2019)
09/25/2019	453	ORDER granting 452 Motion to Seal. Signed by Judge Paul W. Grimm on 9/25/2019. (kns, Deputy Clerk) (Entered: 09/25/2019)
09/26/2019	454	MOTION to Withdraw as Attorney by Nicholas Frazer (Attachments: # 1 [Proposed] Order)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-01453-PWG(Renner, Deborah) (Entered: 09/26/2019)
09/26/2019	455	MOTION to Withdraw as Attorney by Aryeh Simon, Sassya Simon (Attachments: # 1 [Proposed] Order)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-01792-PWG(Renner, Deborah) (Entered: 09/26/2019)
09/27/2019	456	REPLY to Response to Motion re (358 in 8:19-md-02879-PWG, 68 in 8:18-cv-03833-PWG) MOTION to Dismiss *Defendant's Motion to Dismiss Bank of Lousiana's Amended Complaint* filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC.Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Warren, Daniel) (Entered: 09/27/2019)
09/30/2019	457	ORDER Granting 454 Motion to Withdraw as Attorney. Attorney Deborah H Renner terminated. Signed by Judge Paul W. Grimm on 9/27/2019. (heps, Deputy Clerk)

		(Entered: 09/30/2019)
09/30/2019	458	ORDER Granting 455 Motion to Withdraw as Attorney. Attorney Deborah H Renner terminated. Signed by Judge Paul W. Grimm on 9/27/2019. (heps, Deputy Clerk) (Entered: 09/30/2019)
09/30/2019	459	STATUS REPORT *Joint Status Report* by City of Chicago(Richman, Benjamin) (Entered: 09/30/2019)
10/02/2019	460	MOTION to Withdraw as Attorney - *Stuart J. Guber* by Edmund Alves (Attachments: # 1 Text of Proposed Order)(O Connell, Andrew) (Entered: 10/02/2019)
10/03/2019	461	NOTICE by City of Chicago re 382 Response in Opposition, *Notice of Supplemental Authority* (Attachments: # 1 Exhibit Supplemental Authority)(Janzen, Sydney) (Entered: 10/03/2019)
10/07/2019	462	ORDER granting 460 Motion to Withdraw as Attorney. Attorney Stuart J Guber terminated. Signed by Judge Paul W. Grimm on 10/4/2019. (heps, Deputy Clerk) (Entered: 10/07/2019)
10/07/2019	463	Substantive legal issues - addressing (Sinclair, William) (Entered: 10/07/2019)
10/08/2019	464	MOTION to Dismiss *Consumer Plaintiffs' Second Amended Consolidated Complaint* by Accenture LLP, Accenture PLC (Attachments: # 1 Memorandum in Support)(Primis, Craig) (Entered: 10/08/2019)
10/08/2019	465	-SEALED- MOTION to Dismiss *Consumer Plaintiffs' Second Amended Consolidated Complaint* by Accenture LLP, Accenture PLC (Attachments: # 1 Memorandum in Support)(Primis, Craig) (Entered: 10/08/2019)
10/08/2019	466	MOTION to Seal *Brief in Support of Motion to Dismiss* by Accenture LLP, Accenture PLC (Attachments: # 1 Text of Proposed Order)(Primis, Craig) (Entered: 10/08/2019)
10/09/2019	467	NOTICE of Appearance by Justin Nematzadeh on behalf of All Plaintiffs (Nematzadeh, Justin) (Entered: 10/09/2019)
10/10/2019	468	NOTICE of Appearance by Ivy T. Ngo on behalf of Travis Bowlby (Ngo, Ivy) (Entered: 10/10/2019)
10/11/2019	469	ORDER Granting 466 Motion to Seal. Signed by Judge Paul W. Grimm on 10/10/2019. (heps, Deputy Clerk) (Entered: 10/11/2019)
10/11/2019	470	PAPERLESS ORDER. This Court has reviewed Plaintiff counsel's request to file a surreply 463 and concludes that: the request to file a surreply will be treated as a surreply. The decision to allow a party to file a surreply is discretionary. See F.D.I.C. v. Cashion, 720 F.3d 169 (4th Cir. 2013). Because Plaintiff counsel's request addressed an argument that Defendant brought up for the first time in reply 456 concerning a discovery response, and because the request included substantive responses, this Court treats the request as a surreply. Signed by Judge Paul W. Grimm on 10/11/2019. (el2s, Chambers) (Entered: 10/11/2019)
10/18/2019	471	NOTICE of Appearance by Michael J Laird on behalf of Bank of Louisiana (Laird, Michael) (Entered: 10/18/2019)
10/21/2019	472	MOTION to Seal *Consumer Plaintiffs' Motion for Leave to File Portions of Their Opposition to Motion to Dismiss Under Seal* by Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree, Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald,

		Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Robert Guzikowski, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Holger Meyer, Cheryl Pilon Meyer, Mary Ann Miller, Kris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran (Attachments: # 1 Text of Proposed Order)(Nannis, Veronica) (Entered: 10/21/2019)
10/21/2019	473	RESPONSE in Opposition re 450 MOTION to Dismiss *DEFENDANTS MOTION TO DISMISS THE BELLWETHER PLAINTIFFS SECOND AMENDED CONSOLIDATED CONSUMER CLASS ACTION COMPLAINT* by Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Robert Guzikowski, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Holger Meyer, Cheryl Pilon Meyer, Mary Ann Miller, Kris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran. (Attachments: # 1 Exhibit A, # 2 Exhibit B)(Nannis, Veronica) (Entered: 10/21/2019)
10/22/2019	474	NOTICE of Appearance by Justin J Hawal on behalf of All Plaintiffs (Hawal, Justin) (Entered: 10/22/2019)
10/22/2019	475	LETTER ORDER to Counsel. Signed by Judge Paul W. Grimm on 10/22/2019. (jf3s, Deputy Clerk) (Entered: 10/22/2019)
10/24/2019	476	ORDER granting 472 Motion to Seal Consumer Plaintiffs' Motion for Leave to File Portions of Their Opposition to Motion to Dismiss Under Seal. Signed by Judge Paul W. Grimm on 10/23/2019. (ybs, Deputy Clerk) (Entered: 10/24/2019)
11/05/2019	479	STIPULATION re 464 MOTION to Dismiss *Consumer Plaintiffs' Second Amended Consolidated Complaint and [PROPOSED] Order Regarding Stay of Briefing* by Tom Abogabal, Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Robert Guzikowski, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs,

		Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Holger Meyer, Cheryl Pilon Meyer, Mary Ann Miller, Kris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran(Ulwick, James) (Entered: 11/05/2019)
11/05/2019	480	MOTION to Seal *Consumer Plaintiffs Motion for Leave to File Portions of Their Opposition to the Accenture Defendants Motion to Dismiss Under Seal* by Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree, Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Robert Guzikowski, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Holger Meyer, Cheryl Pilon Meyer, Mary Ann Miller, Kris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran (Attachments: # 1 Text of Proposed Order)(Nannis, Veronica) (Entered: 11/05/2019)
11/05/2019	481	RESPONSE in Opposition re 465 MOTION to Dismiss *Consumer Plaintiffs' Second Amended Consolidated Complaint Consumer Plaintiffs Response in Opposition to Motion to Dismiss by Defendants Accenture LLP and Accenture PLC* by Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree, Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Robert Guzikowski, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Holger Meyer, Cheryl Pilon Meyer, Mary Ann Miller, Kris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran. (Attachments: # 1 Exhibit A)(Nannis, Veronica) (Entered: 11/05/2019)
11/07/2019	482	ORDER granting 480 Motion to Seal. Signed by Judge Paul W. Grimm on 11/7/2019. (ybs, Deputy Clerk) (Entered: 11/07/2019)
11/07/2019	483	STIPULATION AND ORDER regarding stay of briefing related to Accenture PLC's

		Motion to Dismiss for Lack of Personal Jurisdiction. Signed by Judge Paul W. Grimm on 11/7/2019. (ybs, Deputy Clerk) (Entered: 11/07/2019)
11/11/2019	484	NOTICE of Appearance by William A Accordino, Jr on behalf of Construction Laborers Pension Trust for Southern California Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Accordino, William) (Entered: 11/11/2019)
11/11/2019	485	NOTICE of Change of Address by Andrew Kevin O Connell (O Connell, Andrew) (Entered: 11/11/2019)
11/11/2019	486	REPLY to Response to Motion re 451 MOTION to Dismiss *DEFENDANTS MOTION TO DISMISS THE BELLWETHER PLAINTIFFS SECOND AMENDED CONSOLIDATED CONSUMER CLASS ACTION COMPLAINT* filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC.(Warren, Daniel) (Entered: 11/11/2019)
11/11/2019	487	-SEALED-REPLY to Response to Motion re 451 MOTION to Dismiss *DEFENDANTS MOTION TO DISMISS THE BELLWETHER PLAINTIFFS SECOND AMENDED CONSOLIDATED CONSUMER CLASS ACTION COMPLAINT* filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC.(Warren, Daniel) (Entered: 11/11/2019)
11/11/2019	488	MOTION to Seal by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Text of Proposed Order)(Warren, Daniel) (Entered: 11/11/2019)
11/12/2019	489	STIPULATION re 483 Stipulation and Order *(Update to the Court Regarding Stay of Briefing) and Stipulation* by Tom Abogabal, Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree, Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Robert Guzikowski, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Holger Meyer, Cheryl Pilon Meyer, Mary Ann Miller, Chris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran(Ulwick, James) (Entered: 11/12/2019)
11/14/2019	490	STIPULATION approved re 489 Stipulation. Signed by Judge Paul W. Grimm on 11/13/19. (ybs, Deputy Clerk) (Entered: 11/14/2019)
11/14/2019	491	ORDER granting 488 Motion to Seal. Signed by Judge Paul W. Grimm on 11/13/2019. (ybs, Deputy Clerk) (Entered: 11/14/2019)
11/15/2019	492	NOTICE to Substitute Attorney *Leslie L. Pescia in place of Archie I. Grubb, II* Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03738-PWG(Pescia, Leslie) (Entered: 11/15/2019)
11/15/2019	493	PAPERLESS ORDER directing Plaintiff counsel in the Consumer Track to submit on CMECF the unredacted versions of both the Opposition to Defendant Marriott's Motion to Dismiss and Opposition to Defendant Accenture LLP and PLC's Motion to Dismiss.

		Motions to seal have been granted for both unredacted Oppositions in 476 and 482 , so both can be filed and thereafter remain under seal. Signed by Judge Paul W. Grimm on 11/15/2019. (el2s, Chambers) (Entered: 11/15/2019)
11/15/2019	494	-SEALED-RESPONSE in Opposition re 450 MOTION to Dismiss *DEFENDANTS MOTION TO DISMISS THE BELLWETHER PLAINTIFFS SECOND AMENDED CONSOLIDATED CONSUMER CLASS ACTION COMPLAINT Consumer Plaintiffs Response in Opposition to Defendants Marriott International, Inc. and Starwood Hotels & Resorts Worldwide, LLCs Motion to Dismiss the Bellwether Plaintiffs Second Amended Consolidated Consumer Class Action Complaint* by Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree, Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Robert Guzikowski, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Holger Meyer, Cheryl Pilon Meyer, Mary Ann Miller, Kris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran. (Attachments: # 1 Exhibit A, # 2 Exhibit B)(Nannis, Veronica) (Entered: 11/15/2019)
11/15/2019	495	-SEALED-RESPONSE in Opposition re 465 MOTION to Dismiss *Consumer Plaintiffs' Second Amended Consolidated Complaint Consumer Plaintiffs Response in Opposition to Motion to Dismiss by Defendants Accenture LLP and Accenture PLC* by Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Robert Guzikowski, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Holger Meyer, Cheryl Pilon Meyer, Mary Ann Miller, Kris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran. (Attachments: # 1 Exhibit A)(Nannis, Veronica) (Entered: 11/15/2019)
11/20/2019	498	NOTICE of Appearance by Christopher Macchiaroli on behalf of Bank of Louisiana (Macchiaroli, Christopher) (Entered: 11/20/2019)
11/25/2019	499	STIPULATION *Stipulated Protocol and [Proposed] Order for the Search and Culling of Electronically-Stored Information* by Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore

		Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Robert Guzikowski, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Holger Meyer, Cheryl Pilon Meyer, Mary Ann Miller, Kris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran(Ulwick, James) (Entered: 11/25/2019)
11/26/2019	500	STATUS REPORT *Joint Status Report* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC(Ghannoum, Lisa) (Entered: 11/26/2019)
11/26/2019	501	MOTION for Leave to File *Portions of Their Reply In Support of Motion To Dismiss Under Seal* by Accenture LLP, Accenture PLC (Attachments: # 1 Text of Proposed Order)(Primis, Craig) (Entered: 11/26/2019)
11/26/2019	502	-SEALED-REPLY to Response to Motion re 464 MOTION to Dismiss *Consumer Plaintiffs' Second Amended Consolidated Complaint*, 465 MOTION to Dismiss *Consumer Plaintiffs' Second Amended Consolidated Complaint* filed by Accenture LLP, Accenture PLC.(Primis, Craig) (Entered: 11/26/2019)
11/26/2019	503	[FILED IN ERROR] REPLY to Response to Motion re 464 MOTION to Dismiss *Consumer Plaintiffs' Second Amended Consolidated Complaint*, 465 MOTION to Dismiss *Consumer Plaintiffs' Second Amended Consolidated Complaint* filed by Accenture LLP, Accenture PLC.(Primis, Craig) Modified on 11/26/2019 (kns, Deputy Clerk). (Entered: 11/26/2019)
11/26/2019	504	REPLY to Response to Motion re 464 MOTION to Dismiss *Consumer Plaintiffs' Second Amended Consolidated Complaint*, 465 MOTION to Dismiss *Consumer Plaintiffs' Second Amended Consolidated Complaint* filed by Accenture LLP, Accenture PLC.(Primis, Craig) (Entered: 11/26/2019)
11/26/2019	505	STIPULATION re 490 Stipulation, 483 Stipulation and Order *Update to the Court Regarding Stay of Briefing Related to Accenture PLC's Motion to Dismiss For Lack of Personal Jurisdiction and Stipulation and [Proposed] Order* by Accenture LLP, Accenture PLC(Primis, Craig) (Entered: 11/26/2019)
11/27/2019	506	STIPULATION re 499 Stipulation,,,,, *AMENDED Stipulated Protocol and [Proposed] Order for the Search and Culling of Electronically Stored Information* by Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Robert Guzikowski, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura

		Messier, Holger Meyer, Cheryl Pilon Meyer, Mary Ann Miller, Kris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran(Ulwick, James) (Entered: 11/27/2019)
12/02/2019	507	ORDER approving 505 STIPULATION re 490 Stipulation, 483 Stipulation and Order Update to the Court Regarding Stay of Briefing Related to Accenture PLC's Motion to Dismiss For Lack of Personal Jurisdiction and Stipulation and [Proposed] Order by Accenture LLP, Accenture PLC, filed by Accenture PLC, Accenture LLP. Signed by Judge Paul W. Grimm on 12/2/2019. (ybs, Deputy Clerk) (Entered: 12/02/2019)
12/02/2019	508	ORDER granting 501 MOTION for Leave to File Portions of Their Reply In Support of Motion To Dismiss Under Seal by Accenture LLP, Accenture PLC. Signed by Judge Paul W. Grimm on 12/2/2019. (ybs, Deputy Clerk) (Entered: 12/02/2019)
12/05/2019	510	NOTICE of Appearance by Dante A Marinucci on behalf of Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Marinucci, Dante) (Entered: 12/05/2019)
12/05/2019	512	MARGINAL ORDER approving ECF 499 STIPULATION Stipulated Protocol and [Proposed] Order for the Search and Culling of Electronically-Stored Information. Signed by Judge Paul W. Grimm on 12/5/2019. (ybs, Deputy Clerk) (Entered: 12/05/2019)
12/10/2019	515	STIPULATION *Updating Court on Status of Accenture plc Briefing* by Tom Abogabal, Latoya Aguillard, Scott Aigen, Stacey K. Allen, Edmund Alves, Anne Marie Amarena, Annemarie Amarena, Melissa Ames, Debra Anthony, Amanda Arnold, Lisa Axelrod, Aline Baca, Edward Baker, Robert Baker, Bank of Louisiana, Nathan Royce Banks, Jamie Bannon, Robert Barbour, Raymond J. Barkley, Joanne Barrett, Brad Barringer, Dena Barron, Ann Bascom, Dana Bass, Paulette Beale, Kiana Belcher, Harry Bell, Shaun Belland, Terrie Bennett, Kimberly Bentley, Adam Benwitz, Diane Bernard, David Bernstein, Catherine Berrahou, Kevin Berry, Michael Betit, Susan Beverley(PWG 19-94), Michaela Bittner, Darrell Black, Juliet Black, Winnie Blackwell, Douglas Blake, Michael Blicher, Carol Blood, Steven Bloom, Robert Bluestone, Heidi Bodian, Bridget Bodie-Papino, Michelle Bonifacio, Tanesha Boradgiak, Teresa Borman, Adam Borst, Candace Boston, Cory Bovair, Ronald Bowers, Travis Bowlby, Celia Bowman, Connie Bowman, Katesha Box, Miriam Boyd, William Boyd, William Boyd(individually and on behalf of all others similarly situated PWG 19-1091), Julia Boykin, Tracy Bradford, Tracy Bradford Lockaby, Anitra Bradley, Brian Braid, Marvin Braun, Lawrence Brenner, Byron Brewer, Barbara Brooks, Dorothy Brooks, Adrianne Brown, LaToya Brown, David Bruemmer, Terrance D. Bulger, Michael Bunker, Brenda Burr, Yvette Butler, Cheryl Butler-Adams, Kylie Byron, Kathrina Cajigal, Cole Callahan, Valerie Campanella, Alisha Campbell, Cayla Campbell, Claudia Canedo, Chastity Canfall, Shelia Canipe, Deana Cannon, Salvatore Caponigro, Elizabeth Capper, Catherine Carlberg, Arhonda Carlisle, Ruthanne Carpenter, Yvette Caruthers, Louann Cashill, Luke Castle, Cheryl Castor, Michael Castor, Mark Catuogno, Jacquelyn Cauble, Chris Cervantes(PWG 18-3933), Chris Cervantes(On behalf of Himself and All Others Similarly PWG 18-3835), Penn Chabrow, Crystal Chambers, Michael Charron, Amy Chen, Kevin Cheng, Raphael Chieke, Cindy Chism, Nycole Chisum, Kathleen Christensen, Davin Christiansen, Michael C. Christner, Ryan Ciavarra, City of Chicago, Edward Claffy, John Coakley, Rob Colletti, Brady Collins, David Collins, Elizabeth Collins, Kevin Collins, Prudence Concert-White, Rita Connuck, Scott Coogan, Carol Cook, James Cook, Meghan Cook, Sherri Cook, Kristie Cooley, Laura Coombs,

Cassandra Cooper, Eric Cooper, William Copeland, Kathryn Costa, John H. Cottrell, Sheila Coughlin, Jeri Covington, Kelly Cox, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Matthew Crabtree, Ivette Crawford, Bret Crockett, Roger Cullen, Curtis Cummings, Elizabeth Cunningham, Ebony Currie, Leslie Dallner, Betty Dampier, Davidez Dampier, Barbara Dane, Patricia Daughtery, Mary Ellen Davey, Christopher Davies, Dorothy Davis, Julie Davis, Karen Davis, Kenneth Davis, Kimberly R. Davis, Nikki Davis, Randall Davis, Richard Davis, Shanti Davis, Graves De Armond, Sean DeMarco, Cynthia Deese, Austin Delaney, Denee Delnay, Gerald Deloss, Jenn Demarco, Sherry Denny, Dennis Desalvo, Benjamin Desantis, May Desrochers, Parth Detroja, Jobe Anthony Diagne, Scott Dias, Mark Diefenbach, Sami Difuntorum, Gary Dittemore, Jonathan Dodart, Tammy Doles, Robert Dorfman, Lisa Dotson, Nathlie Dowdell, Perkins Drake, Lula Draper, Eric Dubitsky, Julie Duchsherer, Tommy Dudley, Alexander Duff, Mark Duffey, India Dugat, Nitya Bodhi Durant, Andrea Durkee, Stephanie Dyer, Allison Eells, Gretchen Ehle, Vance Edward Eichelberger, Todd Joseph Elliot, Brad Ellish, Michele Emanuele, Carla Engle, Barbara Erickson, Jeffrey Erlbaum, Destiny Esper, Nathan Esquerra, Thomas Evankovich, Julie Evans, Romel Fajardo, Jeremiah Fanyui, Scott Farkas, James Marshall Farmer, David Fasolino, Annette Fears, Michelle Featherstone, Ronald Michael Feschak, Nathan Finney(PWG 19-94), Jerome Fisher, Arnold Fishon, Eric Fishon, Bruce Fitzgerald, Jill Fleisher, Sara Flesch, Amber Flor, Sharay Floyd, Donna Fontaine, Jeral Forger, Adam Fornal, Shaelyn Forrest, William Forrester, Michael J. Fox, Nicholas Frazer, Janice Frazier-Scott, Lisa Frederickson, Arlona Fredrickson, Michael Freeland, Philip S. Friedman, Philip Friedman, Lisa Fritz, Lisa Gadsby, Cindy Gaines, Marlon Gaines, Torri A. Gaines, Steve Gajewski, Christopher Galasso, Pablo Gallegos, Kathy Gallivan, Laurene Gallway, Mike Galvin, Robert Gamburg, Julie Ganuelas, Fae Garden, Mark Gardner, Kerry Gates, Eric Gault, Natalene Gauna, Betsy Gentry, Mitchell Gerson, Kim Gibbs, Scott Gideon, John Gilliland, John Gilmour, Maxine Glass, Paula Glass, Robert Glass, Jon Goldberg, Barry Golin, Kimberly Gomez, Laura Gononian, Billy Goodman, Jesse Gore, Erik Goudie, Brian Grady, Africa Green, Lonja Green, Angela Gresh, John Stephen Griesenbeck, Latausha Griffin, Cynthia Griffith, Jernard Griggs, Dale Grimes, Alyssa Groski, Samir Gupta, Robert Guzikowski, Gertie Haese, Anna L. Haley, Raven Hall, Trish Hamilton Cobourn, Edward Hanley, Laurie Hansen, Charles Hanson, Zakaria Haque, James Hardin, John Hariaczyi, Chris Harris, Lillian Harris, Tanya Harris, Sheila Harrison, Basimah Hasan, Philip Haskett, Timothy Hawkins, Danielle Hayes, Robeson Heard, Phyllis Hecker, Amber Helton, Lisa Henderson, Samantha Hendricks, Norbert Hennrich, Brian Herman, Jose Herrera, Luis Herrera, Kathleen Frakes Hevener, Andrew Hickner, Thomas Hickner, Tobias Hinsch, Donna Hiteshew, Robin Hollingsworth, Paul Holloway, Jeri Holt-Minter, Mary Hopson, Tenise Houston, Sara Howe, Virginia Howell, Kirk Huddles, Talitha Huddleston, Donna Hughes, Patricia Huizar, Gennell Hunter, Mary Hunter, Cynthia Husebo, Dustin Iagulli, Chasity Jackson, Christina Jackson, Tameka Jackson, Tamika Jackson, Robert Jamerson, Steven Jamison, Aaron Janik, Kyle Jaski, Michael Jennings, David Johnson, David Johnson, III, Lisa Johnson, Marlo Johnson, Monica Johnson, Cleary Johs, Ron Jones, Shakimberly Jones, Matt Jordan, Nikole Jordan, Shana Jordan, Teisha Jordan, Robert Josephberg, Mary Jo Jurey, Robert Kaiser, Camara Karamatic, Peter Karkazis, Lucy Karl, Robert Keil, Jeffrey Kemp, Raymond Kerkvliet, Marybeth Kern, Matthew Kiesel, Helen Kim, David J. Kimmel, Dianne King, Nicole King, Linda Kite, Pegi Klaess, Mark Kleiman, Joan Knudson, Kenton Kolstad, Robert Korn, Sarah Korwan, Ronald Kotz, Deborah Koulpasis, Ellen Kowitt, Garry Kravit, Morris Kris, Stanley Kubinski, Shantonu Kundu, Julius Kuperberg, Yong Woo Stephano Kwon, Tina Lapene, Anthony Latore, Bob Lavine, Doris Lavine, Robin Lawler, Irma Lawrence, Fredric Lazarus, Krystal Lear, Greg Leeb, Maretta Leitka, Donna Level, Jonathan Levy, Deborah Lewandowski, Courtney Lewis, Jahmelia Lewis, Rik Lewis, Tishaunda Lewis, Valerie Lewis, Violet Limen, Charles Lindsey, Agnieszka Lizewska, Jay Lockaby,

Ashley Logan, Brent Long, Melanie Lopez, Beverly Louk, Shayla Lowry, Juan Lozano, Kathryn Lucas, Savannah Louise Lyon, Elizabeth Lyons, Tiffany Maberry, Monica Celeste Madolora, Rita Mair, Maria Maisto, Peter Maldini, Charity Maldonado, Anthony Malfi, Suzanne Mallon, Samuel Mangano, Deann Mankell, Yisroel Mann, Mike Manno, Bryan Mantei, Pauline Marco, Denitrice Marks, Karen Markus-Handis, Andrea Marshall, Abdjul Martin, Anthony Martin, Leslie Martin, Mark Mason, Maria Masucci, Patrice Matthews, Mark Maxey, Elizabeth Maxwell, Olivia May, Brent McArthur, John McCoy, Anastasia McGee, Dennis McGrath, Lisa McGuire, Gwendolyn McNeal, Susan Mcintosh, Eric Mcpherson, Deborah Meade, Cindy Medeiros, David Melendez, Michael Mendez, Chloe Merjil, Collin Messer, Laura Messier, Gary Meter, Holger Meyer, Leon Meyer, Cheryl Pilon Meyer, Daniel Meyerson, Debra Michaud, Ted Michelakos, Jack Milam, Cariss Milano, Kim Miller, Mary Ann Miller, Shane Miller, Judy Mills, Eric Mitchell, Nancy Molesworth, Vickie Mondane, Gabrielle Moore, Jason Moore, Jeremiah Moore, John P. Moore, Pamela Moore, Tanika Moore, Oscar Moreno, Chalise Morris, Chris Morris, Kris Morris, Andrew J. Mortensen, John Moy, David Moyer, William Muckelroy II, Albert Muick, Susan Mullins, Jose Munoz, Gwendolyn Murai, Bryan E. Murphy, Maggie Murphy, Ron Musto, Heidi Myers, Howard William Myones, Amelia Naccarto-Coleman, Maria Naclerio, Jonathan Nateghi-Asli, Victoria Neikirk, Sarah Newcomb, Joel Nice, Seraphin Nicholson, Dianna Nolan, Clarice Notley, Cina Nouri, Paula OBrien, Luther B Oakes, Dorothy Odie, Jeffrey Oelhafen, Monica Ogawa, Gerard Ohara, Sherita Olive-Miller, Christina Olsen, Sandra Ortner, Carol Ostapchuk, Anita Overton-Smith, Steven Owens, Asim Padh, Alicia Page, Nikki Page, Rebecca Pageau, Derrick Palmer, Justin Palmer, Kevin Parker, Darrel Parris, Janlisa Parris, Michael Anthony Partland, Douglas Patton, Daniel Paul, Curtis Payne, Dallas Perkins, Shanisha Perkins, Darren Perks, Lawrence Perlmutter, Patrice Perrier, Kenneth Peterson, Yaroslava Petraitis, Terri Pettiford, Michelle Pfannenstiel, Sean Phillips, Sean Phillips(PWG 18-3933), Michael Piana, Cherly Pilon, Jeninne Pitts, Patrick Plank, Michelle Plotsker, Michael Podesta, Juli Poloway, Emily Poltrack, Alice Poole, Brandon Post, George Pouliot, Walter Powell, Christopher Pratt, Andrea Preston, Kashanna Price, Tammy Pry, Benjamin Quinn, Linda Quinones, Susan Goldfine Raab, Susan Raab, David Rado, Frank Ragan(PWG 18-3933), Frank Ragan, Burnease Ragin, Jeffrey Rahn, Michael Raimondi, Karen Rambat, Giorgio Ramirez, Lisa Ramirez, Lupe Ramos, Thomas J. Rapak, Michael Rapp, Kumar Rashad, Nicole Regne, Robert G Reynolds, Beverly Ricks, Donna Riggins, Steve Risinger, Marvin Roberson, Dominique Robertson, Lamarkis Robinson, Nick Robinson, Betty Robinson-Harris, Lanny Rodgers, Robert Rodriguez, Selma Rodriguez, Kevin S. Rogers, Joseph Rollins, Kathleen Romeo, Adam Ropp, Ruth Patricia Rosados, Elizabeth Rosch, Andrew Rose, Joel Rosson, Mark Rotondi, Deidrinelle Rouse, Stacey Rowland, Paul Rozzo, Michael Rubin, Steven Ruga, Joshua Ruhlman, Niesha Rush, Brittany Rushing, Karen Russell, Matthew Russo, Stacy Ryan, Richard Ryans, Rick Sabath, Bruce Sanders, Adam Sanderson, Anne Santo, Luis Santos, Anne Savarese, Vincent Savarese, Adam Savett, Stephen Sawyer, Ethan Schaffer, Sara Schauer, Justin J. Schmid, Holly Schmidt, Dean Schrickel, James Schultz, Edward Schwartz, Joely Sciascia, Sonja Scott, John Scribner, Annie Seberson, David Secrist, Shawn Seeley, Janel Sempre, Terry Senn, Alaa Shaaban, Eilene Shaffer, Hiren Shah, Sharon Shank, Kerri Shapiro, Brian Sharnick, Julie Shippy, Tonekia Showell, Svetlana Shtofmakher, Jose Siandre, Sean Silver, Tamika Simmonds, John Simmons, Lenord Simmons, Aryeh Simon, Sassya Simon, Janet Simonitsch, Illya Singh, Edward Siperstein, Justin Sisbarro, Kirk Skinner, Lee Slagle, Lori Smallwood, Dale Smith, Doug Smith, W. Gregory Smith, Brittany Cliff Snyman, Julissa Solano, Shane Somerville, Angela Sonnier, Steven Spagnolo, Michael Spain, David Sparks(PWG 19-94), David Sparks(individually and on behalf of all others similarly situated PWG 18-3703), Kent Spence, Donald Springer, James Sprowl, Jeanine St. Hill, Thomas Stabile, Shelli Stapp, Jody Stephens, Rhonda Stevens, Bahasha Stigall, Tammy Stiller, Daniel Stinson, Karen Stivaletta, Debra Stolte,

		Sarah Stone, Simon Sum, Samantha Summers, Mary Ann Sundius-Rose, Craig Swanson, Jennifer Sykes, Theresa Sykes, Yanina Szenkman, Debra Talley, Peter Tapling(PWG 19-94), Peter Tapling(PWG 18-3703), Ben Taylor, Bonnie Taylor, Chris Taylor, Gerald Taylor, Joe Taylor, Melissa Taylor, Alan Teitleman, Kenneth Tew, Nicole Theiss, Carla Theriot, Gordon Thomas, Kia Thomas, Roy Thompson, Michael Thomson, Joseph Throneberry, Matthew Tidd, Pete Tittl, Joseph Tobin, Teresa Tobin, Kent Toft, Valerie Tolliver, Danny Tolver, Beverly Tookey, Matthew Tragarz, Josiah Trager, Michael Traugott, Lori Trent, Robert Trepper, Ryan Truskowski, John Turgon-Schramm, Martin Turnauer, Hope Turner, Edward Twine, Stella Ureno, Mackenzie Van Dam, Thomas Lee Van Doren, Paul Vannoy, Bari Vapnek, Ricardo Vaquer, Audrey Varner, Leo Varshavsky, Lauren Vasiliadis, Edgar Vaynshteyn, Martha Cebrian Vega, Vickie Vetter, David Viggiano, Anne Vitasek, Alan Voll, April Vrtis, Nicholas Walker, Bryan Wallace, Felicia Wallace, Tamara Wallace, John Waller, Kevin Walls, John Walsh, Ronald Walters, James Walton, Andrew Walts, Zhaochuan Wang, Jean Waskiewicz, Curtis Weaver, Ashley Webster, Marc Weinberg, Debra Weinstein, Ira Weintraub, Janet Wender, Marjorie Wheeler, Doreen Whelan, Debra Whiddon, Clara White, Jennifer White, Matthew White, Melissa White, Randolph White, Octavia Wilkerson, Charles Williams, Earline Williams, Eddie Williams, Gerald Williams, Richard Williams, Terella Williams, Keith Williams, William Winkelstein, Linda Winsey, Sheila Wolff, Stacey Wollman, Kelley Womack, Dennis Wooldridge, Maria Wooten, Chris Wright, Dolly Wright, Ronzella Wright-Loftly, Fugong Wu, Linda Wu, Debra Yokoyama, Brittany Young, Glenn Young, Jason Young, Julie Young, Melissa Yurkanin, Shaun Yurtkuran, Jacqueline Zenon, Ricardo Zepeda(Gibson, Marybeth) (Entered: 12/10/2019)
12/12/2019	516	ORDER APPROVING 515 Stipulation Updating Court on Status of Accenture plc Briefing . Signed by Judge Paul W. Grimm on 12/12/2019. (ybs, Deputy Clerk) Modified on 12/12/2019 (ybs, Deputy Clerk). (Entered: 12/12/2019)
12/13/2019	517	MEMORANDUM OPINION AND ORDER in case 8:19-md-02879-PWG in case 8:19-cv-00654-PWG; denying (331) Motion to Dismiss in case 8:19-md-02879-PWG; denying (32) Motion to Dismiss in case 8:19-cv-00654-PWG. Signed by Judge Paul W. Grimm on 12/13/2019. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00654-PWG(ybs, Deputy Clerk) Modified on 12/13/2019 (ybs, Deputy Clerk). (Entered: 12/13/2019)
12/20/2019	518	MOTION for Extension of Time to File Answer *Stipulated Motion for 30-Day Extension to Answer City of Chicago's Amended Complaint* by Marriott International, Inc., Starwood Hotels & Resorts Worldwide LLC, Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Text of Proposed Order)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00654-PWG(Ghannoum, Lisa) (Entered: 12/20/2019)
12/26/2019	519	PAPERLESS ORDER granting the stipulated motion for a 30-day extension for Defendant Marriott to answer Plaintiff City of Chicago's First Amended Complaint [ECF No. 518]. Signed by Judge Paul W. Grimm on 12/26/2019. (el2s, Chambers) (Entered: 12/26/2019)
01/03/2020	520	NOTICE by Bao Giang Val Bauduin, Mary K. Bush, Bruce W. Duncan, Deborah M. Harrison, Frederick A. Henderson, Eric Hippeau, Bruce Hoffmeister, J.W. Marriott, Jr., Lawrence W. Kellner, Debra L. Lee, Aylwin B. Lewis, Marriott International, Inc., George Munoz, Kathleen Kelly Oberg, Steven S. Reinemund, Susan C. Schwab, Arne M. Sorenson *NOTICE OF RELATED CASE* (Mendro, Jason) (Entered: 01/03/2020)
01/07/2020	521	STIPULATION re 464 MOTION to Dismiss *Consumer Plaintiffs' Second Amended Consolidated Complaint Stipulation and [Proposed] Order Regarding Accenture PLC's*

		Motion to Dismiss for Lack of Personal Jurisdiction by Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Robert Guzikowski, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Holger Meyer, Cheryl Pilon Meyer, Mary Ann Miller, Kris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan, Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran(Nannis, Veronica) (Entered: 01/07/2020)
01/08/2020	522	NOTICE of Appearance by Iman Boundaoui on behalf of City of Chicago Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00654-PWG(Boundaoui, Iman) (Entered: 01/08/2020)
01/08/2020	523	STIPULATION AND ORDER; Accenture PLC is Dismissed without prejudice. Signed by Judge Paul W. Grimm on 1/8/2020. (ybs, Deputy Clerk) (Entered: 01/09/2020)
01/22/2020	524	NOTICE of Change of Address by Gregory Michael Egleston Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03848-PWG(Egleston, Gregory) (Entered: 01/22/2020)
01/27/2020	525	ANSWER to (27 in 8:19-cv-00654-PWG, 294 in 8:19-md-02879-PWG) Amended Complaint, (296 in 8:19-md-02879-PWG, 29 in 8:19-cv-00654-PWG) Amended Complaint by Marriott International, Inc., Starwood Hotels & Resorts Worldwide LLC, Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00654-PWG(Warren, Daniel) Modified on 1/28/2020 (cags, Deputy Clerk). (Entered: 01/27/2020)
01/28/2020	526	STATUS REPORT *Joint Status Report* by Anne Marie Amarena(Keller, Amy) (Entered: 01/28/2020)
01/30/2020	527	MOTION to Withdraw as Attorney *for Plaintiff David Johnson III* by Sean DeMarco, David Johnson, III (Attachments: # 1 Text of Proposed Order)(Hurst, Leslie) (Entered: 01/30/2020)
01/30/2020	528	ORDER granting (527) Motion to Withdraw as Attorney. Attorney Paula R Brown and Leslie E Hurst terminated in case 8:19-md-02879-PWG. Signed by Judge Paul W. Grimm on 1/30/2020. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00503-PWG(ybs, Deputy Clerk) (Entered: 01/30/2020)
01/31/2020	529	PAPERLESS ORDER finding as moot because it has previously been granted 518 Motion for Extension of Time to Answer. Signed by Judge Paul W. Grimm on 1/31/2020. (el2s, Chambers) (Entered: 01/31/2020)
01/31/2020	530	PAPERLESS ORDER granting 412 Motion to Seal. Signed by Judge Paul W. Grimm on 1/31/2020. (el2s, Chambers) (Entered: 01/31/2020)
02/05/2020	531	Correspondence re: Second Amended Stipulated Protective Order (Attachments: # 1 Exhibit A, # 2 Exhibit B)(Nannis, Veronica) (Entered: 02/05/2020)

02/07/2020	532	MEMORANDUM OPINION AND ORDER in case 8:19-md-02879-PWG and 8:18-cv-03833-PWG; granting in part and denying in part (358) Defendant's Motion to Dismiss. Signed by Judge Paul W. Grimm on 2/7/2020. Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(cags, Deputy Clerk) (Entered: 02/07/2020)
02/07/2020	533	-SEALED- MEMORANDUM OPINION AND ORDER. Signed by Judge Paul W. Grimm on 2/7/2020. Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(cags, Deputy Clerk) (Entered: 02/07/2020)
02/10/2020	534	NOTICE of Appearance by Franklin D Azar on behalf of Travis Bowlby (Azar, Franklin) (Entered: 02/10/2020)
02/10/2020	535	NOTICE of Appearance by Margeaux R Azar on behalf of Travis Bowlby (Azar, Margeaux) (Entered: 02/10/2020)
02/13/2020	536	PAPERLESS ORDER directing counsel in the Consumer Track to file a redacted version of the Second Amended Consolidated Consumer Class Action Complaint 413 . Signed by Judge Paul W. Grimm on 2/13/2020. (el2s, Chambers) (Entered: 02/13/2020)
02/13/2020	537	REDACTED DOCUMENT to 413 Amended Complaint,,,,,, *Second Amended Consolidated Consumer Class Action Complaint* by Cheryl Butler-Adams, Kylie Byron, Kathrina Cajigal, Cole Callahan, Valerie Campanella, Alisha Campbell, Cayla Campbell, Claudia Canedo, Chastity Canfall, Shelia Canipe, Deana Cannon, Salvatore Caponigro, Elizabeth Capper, Catherine Carlberg, Arhonda Carlisle, Ruthanne Carpenter, Yvette Caruthers, Louann Cashill, Luke Castle, Cheryl Castor, Michael Castor, Mark Catuogno, Jacquelyn Cauble, Chris Cervantes(PWG 18-3933), Chris Cervantes(On behalf of Himself and All Others Similarly PWG 18-3835), Penn Chabrow, Crystal Chambers, Michael Charron, Amy Chen, Kevin Cheng, Raphael Chieke, Cindy Chism, Nycole Chisum, Kathleen Christensen, Davin Christiansen, Michael C. Christner, Ryan Ciavarra, City of Chicago, Edward Claffy, John Coakley, Rob Colletti, Brady Collins, David Collins, Elizabeth Collins, Kevin Collins, Prudence Concert-White, Rita Connuck, Scott Coogan, Carol Cook, James Cook, Meghan Cook, Sherri Cook, Kristie Cooley, Laura Coombs, Cassandra Cooper, Eric Cooper, William Copeland, Kathryn Costa, John H. Cottrell, Sheila Coughlin, Jeri Covington, Kelly Cox, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Matthew Crabtree, Ivette Crawford, Bret Crockett, Roger Cullen, Curtis Cummings, Elizabeth Cunningham, Ebony Currie, Leslie Dallner, Betty Dampier, Davidez Dampier, Barbara Dane, Patricia Daughtery, Mary Ellen Davey, Christopher Davies, Dorothy Davis, Julie Davis, Karen Davis, Kenneth Davis, Kimberly R. Davis, Nikki Davis, Randall Davis, Richard Davis, Shanti Davis, Graves De Armond, Sean DeMarco, Cynthia Deese, Austin Delaney, Denee Delnay, Gerald Deloss, Jenn Demarco, Sherry Denny, Dennis Desalvo, Benjamin Desantis, May Desrochers, Parth Detroja, Jobe Anthony Diagne, Scott Dias, Mark Diefenbach, Sami Difuntorum, Gary Dittemore, Jonathan Dodart, Tammy Doles, Robert Dorfman, Lisa Dotson, Nathlie Dowdell, Perkins Drake, Lula Draper, Eric Dubitsky, Julie Duchsherer, Tommy Dudley, Alexander Duff, Mark Duffey, India Dugat, Nitya Bodhi Durant, Andrea Durkee, Stephanie Dyer, Allison Eells, Gretchen Ehle, Vance Edward Eichelberger, Todd Joseph Elliot, Brad Ellish, Michele Emanuele, Carla Engle, Barbara Erickson, Jeffrey Erlbaum, Destiny Esper, Nathan Esquerra, Thomas Evankovich, Julie Evans, Romel Fajardo, Jeremiah Fanyui, Scott Farkas, James Marshall Farmer, David Fasolino, Annette Fears, Michelle Featherstone, Ronald Michael Feschak, Nathan Finney(PWG 19-94), Jerome Fisher, Arnold Fishon, Eric Fishon, Bruce Fitzgerald, Jill Fleisher, Sara Flesch, Amber Flor, Sharay Floyd, Donna Fontaine, Jeral Forger, Adam Fornal, Shaelyn Forrest, William Forrester, Michael J. Fox, Nicholas Frazer, Janice Frazier-Scott, Lisa Frederickson, Arlona Fredrickson, Michael Freeland, Philip S. Friedman, Philip Friedman, Lisa Fritz, Lisa Gadsby, Cindy Gaines, Marlon Gaines, Torri A. Gaines,

Steve Gajewski, Christopher Galasso, Pablo Gallegos, Kathy Gallivan, Laurene Gallway, Mike Galvin, Robert Gamburg, Julie Ganuelas, Fae Garden, Mark Gardner, Kerry Gates, Eric Gault, Natalene Gauna, Betsy Gentry, Mitchell Gerson, Kim Gibbs, Scott Gideon, John Gilliland, John Gilmour, Maxine Glass, Paula Glass, Robert Glass, Jon Goldberg, Barry Golin, Kimberly Gomez, Laura Gononian, Billy Goodman, Jesse Gore, Erik Goudie, Brian Grady, Africa Green, Lonja Green, Angela Gresh, John Stephen Griesenbeck, Latausha Griffin, Cynthia Griffith, Jernard Griggs, Dale Grimes, Alyssa Groski, Samir Gupta, Robert Guzikowski, Gertie Haese, Anna L. Haley, Raven Hall, Trish Hamilton Cobourn, Edward Hanley, Laurie Hansen, Charles Hanson, Zakaria Haque, James Hardin, John Hariaczyi, Chris Harris, Lillian Harris, Tanya Harris, Sheila Harrison, Basimah Hasan, Philip Haskett, Timothy Hawkins, Danielle Hayes, Robeson Heard, Phyllis Hecker, Amber Helton, Lisa Henderson, Samantha Hendricks, Norbert Hennrich, Brian Herman, Jose Herrera, Luis Herrera, Kathleen Frakes Hevener, Andrew Hickner, Thomas Hickner, Tobias Hinsch, Donna Hiteshew, Robin Hollingsworth, Paul Holloway, Jeri Holt-Minter, Mary Hopson, Tenise Houston, Sara Howe, Virginia Howell, Kirk Huddles, Talitha Huddleston, Donna Hughes, Patricia Huizar, Gennell Hunter, Mary Hunter, Cynthia Husebo, Dustin Iagulli, Chasity Jackson, Christina Jackson, Tameka Jackson, Tamika Jackson, Robert Jamerson, Steven Jamison, Aaron Janik, Kyle Jaski, Michael Jennings, David Johnson, David Johnson, III, Lisa Johnson, Marlo Johnson, Monica Johnson, Cleary Johs, Ron Jones, Shakimberly Jones, Matt Jordan, Nikole Jordan, Shana Jordan, Teisha Jordan, Robert Josephberg, Mary Jo Jurey, Robert Kaiser, Camara Karamatic, Peter Karkazis, Lucy Karl, Robert Keil, Jeffrey Kemp, Raymond Kerkvliet, Marybeth Kern, Matthew Kiesel, Helen Kim, David J. Kimmel, Dianne King, Nicole King, Linda Kite, Pegi Klaess, Mark Kleiman, Joan Knudson, Kenton Kolstad, Robert Korn, Sarah Korwan, Ronald Kotz, Deborah Koulpasis, Ellen Kowitt, Garry Kravit, Morris Kris, Stanley Kubinski, Shantonu Kundu, Julius Kuperberg, Yong Woo Stephano Kwon, Tina Lapene, Anthony Latore, Bob Lavine, Doris Lavine, Robin Lawler, Irma Lawrence, Fredric Lazarus, Krystal Lear, Greg Leeb, Maretta Leitka, Donna Level, Jonathan Levy, Deborah Lewandowski, Courtney Lewis, Jahmelia Lewis, Rik Lewis, Tishaunda Lewis, Valerie Lewis, Violet Limen, Charles Lindsey, Agnieszka Lizewska, Jay Lockaby, Ashley Logan, Brent Long, Melanie Lopez, Beverly Louk, Shayla Lowry, Juan Lozano, Kathryn Lucas, Savannah Louise Lyon, Elizabeth Lyons, Tiffany Maberry, Monica Celeste Madolora, Rita Mair, Maria Maisto, Peter Maldini, Charity Maldonado, Anthony Malfi, Suzanne Mallon, Samuel Mangano, Deann Mankell, Yisroel Mann, Mike Manno, Bryan Mantei, Pauline Marco, Denitrice Marks, Karen Markus-Handis, Andrea Marshall, Abdjul Martin, Anthony Martin, Leslie Martin, Mark Mason, Maria Masucci, Patrice Matthews, Mark Maxey, Elizabeth Maxwell, Olivia May, Brent McArthur, John McCoy, Anastasia McGee, Dennis McGrath, Lisa McGuire, Gwendolyn McNeal, Susan Mcintosh, Eric Mcpherson, Deborah Meade, Cindy Medeiros, David Melendez, Michael Mendez, Chloe Merjil, Collin Messer, Laura Messier, Gary Meter, Holger Meyer, Leon Meyer, Cheryl Pilon Meyer, Daniel Meyerson, Debra Michaud, Ted Michelakos, Jack Milam, Cariss Milano, Kim Miller, Mary Ann Miller, Shane Miller, Judy Mills, Eric Mitchell, Nancy Molesworth, Vickie Mondane, Gabrielle Moore, Jason Moore, Jeremiah Moore, John P. Moore, Pamela Moore, Tanika Moore, Oscar Moreno, Chalise Morris, Chris Morris, Kris Morris, Andrew J. Mortensen, John Moy, David Moyer, William Muckelroy II, Albert Muick, Susan Mullins, Jose Munoz, Gwendolyn Murai, Bryan E. Murphy, Maggie Murphy, Ron Musto, Heidi Myers, Howard William Myones, Amelia Naccarto-Coleman, Maria Naclerio, Jonathan Nateghi-Asli, Victoria Neikirk, Sarah Newcomb, Joel Nice, Seraphin Nicholson, Dianna Nolan, Clarice Notley, Cina Nouri, Paula OBrien, Luther B Oakes, Dorothy Odie, Jeffrey Oelhafen, Monica Ogawa, Gerard Ohara, Sherita Olive-Miller, Christina Olsen, Sandra Ortner, Carol Ostapchuk, Anita Overton-Smith, Steven Owens, Asim Padh, Alicia Page, Nikki Page, Rebecca Pageau, Derrick Palmer, Justin Palmer, Kevin Parker, Darrel Parris, Janlisa Parris, Michael

Anthony Partland, Douglas Patton, Daniel Paul, Curtis Payne, Dallas Perkins, Shanisha Perkins, Darren Perks, Lawrence Perlmutter, Patrice Perrier, Kenneth Peterson, Yaroslava Petraitis, Terri Pettiford, Michelle Pfannenstiel, Sean Phillips, Sean Phillips(PWG 18-3933), Michael Piana, Cherly Pilon, Jeninne Pitts, Patrick Plank, Michelle Plotsker, Michael Podesta, Juli Poloway, Emily Poltrack, Alice Poole, Brandon Post, George Pouliot, Walter Powell, Christopher Pratt, Andrea Preston, Kashanna Price, Tammy Pry, Benjamin Quinn, Linda Quinones, Susan Goldfine Raab, Susan Raab, David Rado, Frank Ragan(PWG 18-3933), Frank Ragan, Burnease Ragin, Jeffrey Rahn, Michael Raimondi, Karen Rambat, Giorgio Ramirez, Lisa Ramirez, Lupe Ramos, Thomas J. Rapak, Michael Rapp, Kumar Rashad, Nicole Regne, Robert G Reynolds, Beverly Ricks, Donna Riggins, Steve Risinger, Marvin Roberson, Dominique Robertson, Lamarkis Robinson, Nick Robinson, Betty Robinson-Harris, Lanny Rodgers, Robert Rodriguez, Selma Rodriguez, Kevin S. Rogers, Joseph Rollins, Kathleen Romeo, Adam Ropp, Ruth Patricia Rosados, Elizabeth Rosch, Andrew Rose, Joel Rosson, Mark Rotondi, Deidrinelle Rouse, Stacey Rowland, Paul Rozzo, Michael Rubin, Steven Ruga, Joshua Ruhlman, Niesha Rush, Brittany Rushing, Karen Russell, Matthew Russo, Stacy Ryan, Richard Ryans, Rick Sabath, Bruce Sanders, Adam Sanderson, Anne Santo, Luis Santos, Anne Savarese, Vincent Savarese, Adam Savett, Stephen Sawyer, Ethan Schaffer, Sara Schauer, Justin J. Schmid, Holly Schmidt, Dean Schrickel, James Schultz, Edward Schwartz, Joely Sciascia, Sonja Scott, John Scribner, Annie Seberson, David Secrist, Shawn Seeley, Janel Sempre, Terry Senn, Alaa Shaaban, Eilene Shaffer, Hiren Shah, Sharon Shank, Kerri Shapiro, Brian Sharnick, Julie Shippy, Tonekia Showell, Svetlana Shtofmakher, Jose Siandre, Sean Silver, Tamika Simmonds, John Simmons, Lenord Simmons, Aryeh Simon, Sassya Simon, Janet Simonitsch, Illya Singh, Edward Siperstein, Justin Sisbarro, Kirk Skinner, Lee Slagle, Lori Smallwood, Dale Smith, Doug Smith, W. Gregory Smith, Brittany Cliff Snyman, Julissa Solano, Shane Somerville, Angela Sonnier, Steven Spagnolo, Michael Spain, David Sparks(PWG 19-94), David Sparks(individually and on behalf of all others similarly situated PWG 18-3703), Kent Spence, Donald Springer, James Sprowl, Jeanine St. Hill, Thomas Stabile, Shelli Stapp, Jody Stephens, Rhonda Stevens, Bahasha Stigall, Tammy Stiller, Daniel Stinson, Karen Stivaletta, Debra Stolte, Sarah Stone, Simon Sum, Samantha Summers, Mary Ann Sundius-Rose, Craig Swanson, Jennifer Sykes, Theresa Sykes, Yanina Szenkman, Debra Talley, Peter Tapling(PWG 19-94), Peter Tapling(PWG 18-3703), Ben Taylor, Bonnie Taylor, Chris Taylor, Gerald Taylor, Joe Taylor, Melissa Taylor, Alan Teitleman, Kenneth Tew, Nicole Theiss, Carla Theriot, Gordon Thomas, Kia Thomas, Roy Thompson, Michael Thomson, Joseph Throneberry, Matthew Tidd, Pete Tittl, Joseph Tobin, Teresa Tobin, Kent Toft, Valerie Tolliver, Danny Tolver, Beverly Tookey, Matthew Tragarz, Josiah Trager, Michael Traugott, Lori Trent, Robert Trepper, Ryan Truskowski, John Turgon-Schramm, Martin Turnauer, Hope Turner, Edward Twine, Stella Ureno, Mackenzie Van Dam, Thomas Lee Van Doren, Paul Vannoy, Bari Vapnek, Ricardo Vaquer, Audrey Varner, Leo Varshavsky, Lauren Vasiliadis, Edgar Vaynshteyn, Martha Cebrian Vega, Vickie Vetter, David Viggiano, Anne Vitasek, Alan Voll, April Vrtis, Nicholas Walker, Bryan Wallace, Felicia Wallace, Tamara Wallace, John Waller, Kevin Walls, John Walsh, Ronald Walters, James Walton, Andrew Walts, Zhaochuan Wang, Jean Waskiewicz, Curtis Weaver, Ashley Webster, Marc Weinberg, Debra Weinstein, Ira Weintraub, Janet Wender, Marjorie Wheeler, Doreen Whelan, Debra Whiddon, Clara White, Jennifer White, Matthew White, Melissa White, Randolph White, Octavia Wilkerson, Charles Williams, Earline Williams, Eddie Williams, Gerald Williams, Richard Williams, Terella Williams, Keith Williams, William Winkelstein, Linda Winsey, Sheila Wolff, Stacey Wollman, Kelley Womack, Dennis Wooldridge, Maria Wooten, Chris Wright, Dolly Wright, Ronzella Wright-Loftly, Fugong Wu, Linda Wu, Debra Yokoyama, Brittany Young, Glenn Young, Jason Young, Julie Young, Melissa Yurkanin, Shaun Yurtkuran, Jacqueline Zenon, Ricardo

		Zepeda (Attachments: # 1 Attachment Redlined-copy of [Redacted] Second Amended Consolidated Consumer Class Action Complaint)(Ulwick, James) (Entered: 02/13/2020)
02/17/2020	538	STIPULATION *Stipulated Motion for 31-Day Extension to Answer Bank of Louisiana's Amended Complaint* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Text of Proposed Order)Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Ghannoum, Lisa) (Entered: 02/17/2020)
02/19/2020	539	ORDER approving (80 in 8:18-cv-03833-PWG, 538 in 8:19-md-02879-PWG) Stipulated Motion for 31-Day Extension to Answer Bank of Louisiana's Amended Complaint , filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC. Signed by Judge Paul W. Grimm on 2/19/2020. Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(ybs, Deputy Clerk) Modified on 2/19/2020 (ybs, Deputy Clerk). (Entered: 02/19/2020)
02/21/2020	540	MEMORANDUM OPINION in Consumer Actions. Signed by Judge Paul W. Grimm on 2/21/2020 Associated Cases: 8:19-md-02879-PWG et al.(cags, Deputy Clerk) (Entered: 02/21/2020)
02/21/2020	541	ORDER in Consumer Actions granting in part and denying in part (450) Motion to Dismiss; granting in part and denying in part (451) Motion to Dismiss in case 8:19-md-02879-PWG. Signed by Judge Paul W. Grimm on 2/21/2020 Associated Cases: 8:19-md-02879-PWG et al.(cags, Deputy Clerk) (Entered: 02/21/2020)
02/21/2020	542	PAPERLESS ORDER directing counsel to confirm by the end of business on Friday, February 28, 2020, if they are available for a settlement conference that will be held on March 31, 2020 at either 11:00 a.m. or 1:00 p.m. One counsel member from the Government Track, Financial Institution Track, Consumer Track, Securities Track, Derivative Track, Marriott, and Accenture will email chambers confirming their availability for the settlement conference. Signed by Judge Paul W. Grimm on 2/21/2020. (el2s, Chambers) (Entered: 02/21/2020)
02/28/2020	543	MOTION to Withdraw as Attorney by Andrea Durkee, Nathan EsquerraAssociated Cases: 8:19-md-02879-PWG et al.(Johnsgard, Amy) (Entered: 02/28/2020)
03/03/2020	544	PAPERLESS ORDER granting ECF No. 543 in PWG-19-2879 and ECF No. 50 in PWG-19-47. Signed by Judge Paul W. Grimm on 3/3/2020. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00047-PWG(el2s, Chambers) (Entered: 03/03/2020)
03/05/2020	545	PAPERLESS ORDER scheduling a conference for March 31, 2020 at 11:30 a.m. One counsel member from the Government Track, Financial Institution Track, Consumer Track, Securities Track, Derivative Track, Marriott, Accenture, and a representative from Marriott is required to attend. Signed by Judge Paul W. Grimm on 3/5/2020. (el2s, Chambers) (Entered: 03/05/2020)
03/06/2020	546	STIPULATION *Stipulated Motion for 45-Day Extension to Answer the Second Amended Consolidated Consumer Class Action Complaint* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Text of Proposed Order)(Ghannoum, Lisa) (Entered: 03/06/2020)
03/09/2020	547	ORDER approving 546 Stipulation, filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC. Signed by Judge Paul W. Grimm on 3/9/2020. (ybs, Deputy Clerk) (Entered: 03/09/2020)
03/13/2020	548	NOTICE by Travis Bowlby *of Withdrawal of Counsel* (Ngo, Ivy) (Entered: 03/13/2020)
03/13/2020	549	PAPERLESS ORDER granting 543 Motion to Withdraw as Attorney. Attorney Ivy T. Ngo terminated. Signed by Judge Paul W. Grimm on 3/13/2020. (el2s, Chambers) (Entered: 03/13/2020)

03/13/2020	550	LETTER ORDER ADOPTING REPORT AND RECOMMENDATIONS and setting deadlines. Signed by Judge Paul W. Grimm on 3/13/2020. (kns, Deputy Clerk) (Entered: 03/13/2020)
03/16/2020	551	ORDER Canceling Status Conference. Signed by Judge Paul W. Grimm on 3/16/2020. Associated Cases: 8:19-md-02879-PWG et al.(cags, Deputy Clerk) (Entered: 03/16/2020)
03/18/2020	552	Second Amended Stipulated Protective Order. Signed by Judge Paul W. Grimm on 3/17/2020. (jf3s, Deputy Clerk) (Entered: 03/18/2020)
03/19/2020	553	NOTICE by Harry Bell, Edward Claffy *Withdrawal of Appearance* Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03684-PWG(Meeder, Jessica) (Entered: 03/19/2020)
03/26/2020	554	STIPULATION re 552 Protective/Confidentiality Order *(Stipulation Regarding Second Amended Stipulated Protective Order)* by Tom Abogabal, Latoya Aguillard, Scott Aigen, Stacey K. Allen, Edmund Alves, Anne Marie Amarena, Annemarie Amarena, Melissa Ames, Debra Anthony, Amanda Arnold, Lisa Axelrod, Aline Baca, Edward Baker, Robert Baker, Bank of Louisiana, Nathan Royce Banks, Jamie Bannon, Robert Barbour, Raymond J. Barkley, Joanne Barrett, Brad Barringer, Dena Barron, Ann Bascom, Dana Bass, Paulette Beale, Kiana Belcher, Harry Bell, Shaun Belland, Terrie Bennett, Kimberly Bentley, Adam Benwitz, Diane Bernard, David Bernstein, Catherine Berrahou, Kevin Berry, Michael Betit, Susan Beverley(PWG 19-94), Michaela Bittner, Darrell Black, Juliet Black, Winnie Blackwell, Douglas Blake, Michael Blicher, Carol Blood, Steven Bloom, Robert Bluestone, Heidi Bodian, Bridget Bodie-Papino, Michelle Bonifacio, Tanesha Boradgiak, Teresa Borman, Adam Borst, Candace Boston, Cory Bovair, Ronald Bowers, Travis Bowlby, Celia Bowman, Connie Bowman, Katesha Box, Miriam Boyd, William Boyd, William Boyd(individually and on behalf of all others similarly situated PWG 19-1091), Julia Boykin, Tracy Bradford, Tracy Bradford Lockaby, Anitra Bradley, Brian Braid, Marvin Braun, Lawrence Brenner, Byron Brewer, Barbara Brooks, Dorothy Brooks, Adrianne Brown, LaToya Brown, David Bruemmer, Terrance D. Bulger, Michael Bunker, Brenda Burr, Yvette Butler, Cheryl Butler-Adams, Kylie Byron, Kathrina Cajigal, Cole Callahan, Valerie Campanella, Alisha Campbell, Cayla Campbell, Claudia Canedo, Chastity Canfall, Shelia Canipe, Deana Cannon, Salvatore Caponigro, Elizabeth Capper, Catherine Carlberg, Arhonda Carlisle, Ruthanne Carpenter, Yvette Caruthers, Louann Cashill, Luke Castle, Cheryl Castor, Michael Castor, Mark Catuogno, Jacquelyn Cauble, Chris Cervantes(PWG 18-3933), Chris Cervantes(On behalf of Himself and All Others Similarly PWG 18-3835), Penn Chabrow, Crystal Chambers, Michael Charron, Amy Chen, Kevin Cheng, Raphael Chieke, Cindy Chism, Nycole Chisum, Kathleen Christensen, Davin Christiansen, Michael C. Christner, Ryan Ciavarra, City of Chicago, Edward Claffy, John Coakley, Rob Colletti, Brady Collins, David Collins, Elizabeth Collins, Kevin Collins, Prudence Concert-White, Rita Connuck, Scott Coogan, Carol Cook, James Cook, Meghan Cook, Sherri Cook, Kristie Cooley, Laura Coombs, Cassandra Cooper, Eric Cooper, William Copeland, Kathryn Costa, John H. Cottrell, Sheila Coughlin, Jeri Covington, Kelly Cox, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Matthew Crabtree, Ivette Crawford, Bret Crockett, Roger Cullen, Curtis Cummings, Elizabeth Cunningham, Ebony Currie, Leslie Dallner, Betty Dampier, Davidez Dampier, Barbara Dane, Patricia Daughtery, Mary Ellen Davey, Christopher Davies, Dorothy Davis, Julie Davis, Karen Davis, Kenneth Davis, Kimberly R. Davis, Nikki Davis, Randall Davis, Richard Davis, Shanti Davis, Graves De Armond, Sean DeMarco, Cynthia Deese, Austin Delaney, Denee Delnay, Gerald Deloss, Jenn Demarco, Sherry Denny, Dennis Desalvo, Benjamin Desantis, May Desrochers, Parth Detroja, Jobe Anthony Diagne, Scott Dias, Mark Diefenbach, Sami Difuntorum, Gary Dittemore, Jonathan Dodart, Tammy Doles, Robert Dorfman, Lisa Dotson, Nathlie

Dowdell, Perkins Drake, Lula Draper, Eric Dubitsky, Julie Duchsherer, Tommy Dudley, Alexander Duff, Mark Duffey, India Dugat, Nitya Bodhi Durant, Andrea Durkee, Stephanie Dyer, Allison Eells, Gretchen Ehle, Vance Edward Eichelberger, Todd Joseph Elliot, Brad Ellish, Michele Emanuele, Carla Engle, Barbara Erickson, Jeffrey Erlbaum, Destiny Esper, Nathan Esquerra, Thomas Evankovich, Julie Evans, Romel Fajardo, Jeremiah Fanyui, Scott Farkas, James Marshall Farmer, David Fasolino, Annette Fears, Michelle Featherstone, Ronald Michael Feschak, Nathan Finney(PWG 19-94), Jerome Fisher, Arnold Fishon, Eric Fishon, Bruce Fitzgerald, Jill Fleisher, Sara Flesch, Amber Flor, Sharay Floyd, Donna Fontaine, Jeral Forger, Adam Fornal, Shaelyn Forrest, William Forrester, Michael J. Fox, Nicholas Frazer, Janice Frazier-Scott, Lisa Frederickson, Arlona Fredrickson, Michael Freeland, Philip S. Friedman, Philip Friedman, Lisa Fritz, Lisa Gadsby, Cindy Gaines, Marlon Gaines, Torri A. Gaines, Steve Gajewski, Christopher Galasso, Pablo Gallegos, Kathy Gallivan, Laurene Gallway, Mike Galvin, Robert Gamburg, Julie Ganuelas, Fae Garden, Mark Gardner, Kerry Gates, Eric Gault, Natalene Gauna, Betsy Gentry, Mitchell Gerson, Kim Gibbs, Scott Gideon, John Gilliland, John Gilmour, Maxine Glass, Paula Glass, Robert Glass, Jon Goldberg, Barry Golin, Kimberly Gomez, Laura Gononian, Billy Goodman, Jesse Gore, Erik Goudie, Brian Grady, Africa Green, Lonja Green, Angela Gresh, John Stephen Griesenbeck, Latausha Griffin, Cynthia Griffith, Jernard Griggs, Dale Grimes, Alyssa Groski, Samir Gupta, Robert Guzikowski, Gertie Haese, Anna L. Haley, Raven Hall, Trish Hamilton Cobourn, Edward Hanley, Laurie Hansen, Charles Hanson, Zakaria Haque, James Hardin, John Hariaczyi, Chris Harris, Lillian Harris, Tanya Harris, Sheila Harrison, Basimah Hasan, Philip Haskett, Timothy Hawkins, Danielle Hayes, Robeson Heard, Phyllis Hecker, Amber Helton, Lisa Henderson, Samantha Hendricks, Norbert Hennrich, Brian Herman, Jose Herrera, Luis Herrera, Kathleen Frakes Hevener, Andrew Hickner, Thomas Hickner, Tobias Hinsch, Donna Hiteshew, Robin Hollingsworth, Paul Holloway, Jeri Holt-Minter, Mary Hopson, Tenise Houston, Sara Howe, Virginia Howell, Kirk Huddles, Talitha Huddleston, Donna Hughes, Patricia Huizar, Gennell Hunter, Mary Hunter, Cynthia Husebo, Dustin Iagulli, Chasity Jackson, Christina Jackson, Tameka Jackson, Tamika Jackson, Robert Jamerson, Steven Jamison, Aaron Janik, Kyle Jaski, Michael Jennings, David Johnson, David Johnson, III, Lisa Johnson, Marlo Johnson, Monica Johnson, Cleary Johs, Ron Jones, Shakimberly Jones, Matt Jordan, Nikole Jordan, Shana Jordan, Teisha Jordan, Robert Josephberg, Mary Jo Jurey, Robert Kaiser, Camara Karamatic, Peter Karkazis, Lucy Karl, Robert Keil, Jeffrey Kemp, Raymond Kerkvliet, Marybeth Kern, Matthew Kiesel, Helen Kim, David J. Kimmel, Dianne King, Nicole King, Linda Kite, Pegi Klaess, Mark Kleiman, Joan Knudson, Kenton Kolstad, Robert Korn, Sarah Korwan, Ronald Kotz, Deborah Koulpasis, Ellen Kowitt, Garry Kravit, Morris Kris, Stanley Kubinski, Shantonu Kundu, Julius Kuperberg, Yong Woo Stephano Kwon, Tina Lapene, Anthony Latore, Bob Lavine, Doris Lavine, Robin Lawler, Irma Lawrence, Fredric Lazarus, Krystal Lear, Greg Leeb, Maretta Leitka, Donna Level, Jonathan Levy, Deborah Lewandowski, Courtney Lewis, Jahmelia Lewis, Rik Lewis, Tishaunda Lewis, Valerie Lewis, Violet Limen, Charles Lindsey, Agnieszka Lizewska, Jay Lockaby, Ashley Logan, Brent Long, Melanie Lopez, Beverly Louk, Shayla Lowry, Juan Lozano, Kathryn Lucas, Savannah Louise Lyon, Elizabeth Lyons, Tiffany Maberry, Monica Celeste Madolora, Rita Mair, Maria Maisto, Peter Maldini, Charity Maldonado, Anthony Malfi, Suzanne Mallon, Samuel Mangano, Deann Mankell, Yisroel Mann, Mike Manno, Bryan Mantei, Pauline Marco, Denitrice Marks, Karen Markus-Handis, Andrea Marshall, Abdjul Martin, Anthony Martin, Leslie Martin, Mark Mason, Maria Masucci, Patrice Matthews, Mark Maxey, Elizabeth Maxwell, Olivia May, Brent McArthur, John McCoy, Anastasia McGee, Dennis McGrath, Lisa McGuire, Gwendolyn McNeal, Susan Mcintosh, Eric Mcpherson, Deborah Meade, Cindy Medeiros, David Melendez, Michael Mendez, Chloe Merjil, Collin Messer, Laura Messier, Gary Meter, Holger Meyer, Leon Meyer, Cheryl Pilon Meyer, Daniel Meyerson, Debra Michaud, Ted Michelakos, Jack Milam,

Cariss Milano, Kim Miller, Mary Ann Miller, Shane Miller, Judy Mills, Eric Mitchell, Nancy Molesworth, Vickie Mondane, Gabrielle Moore, Jason Moore, Jeremiah Moore, John P. Moore, Pamela Moore, Tanika Moore, Oscar Moreno, Chalise Morris, Chris Morris, Kris Morris, Andrew J. Mortensen, John Moy, David Moyer, William Muckelroy II, Albert Muick, Susan Mullins, Jose Munoz, Gwendolyn Murai, Bryan E. Murphy, Maggie Murphy, Ron Musto, Heidi Myers, Howard William Myones, Amelia Naccarto-Coleman, Maria Naclerio, Jonathan Nateghi-Asli, Victoria Neikirk, Sarah Newcomb, Joel Nice, Seraphin Nicholson, Dianna Nolan, Clarice Notley, Cina Nouri, Paula OBrien, Luther B Oakes, Dorothy Odie, Jeffrey Oelhafen, Monica Ogawa, Gerard Ohara, Sherita Olive-Miller, Christina Olsen, Sandra Ortner, Carol Ostapchuk, Anita Overton-Smith, Steven Owens, Asim Padh, Alicia Page, Nikki Page, Rebecca Pageau, Derrick Palmer, Justin Palmer, Kevin Parker, Darrel Parris, Janlisa Parris, Michael Anthony Partland, Douglas Patton, Daniel Paul, Curtis Payne, Dallas Perkins, Shanisha Perkins, Darren Perks, Lawrence Perlmutter, Patrice Perrier, Kenneth Peterson, Yaroslava Petraitis, Terri Pettiford, Michelle Pfannenstiel, Sean Phillips, Sean Phillips(PWG 18-3933), Michael Piana, Cherly Pilon, Jeninne Pitts, Patrick Plank, Michelle Plotsker, Michael Podesta, Juli Poloway, Emily Poltrack, Alice Poole, Brandon Post, George Pouliot, Walter Powell, Christopher Pratt, Andrea Preston, Kashanna Price, Tammy Pry, Benjamin Quinn, Linda Quinones, Susan Goldfine Raab, Susan Raab, David Rado, Frank Ragan(PWG 18-3933), Frank Ragan, Burnease Ragin, Jeffrey Rahn, Michael Raimondi, Karen Rambat, Giorgio Ramirez, Lisa Ramirez, Lupe Ramos, Thomas J. Rapak, Michael Rapp, Kumar Rashad, Nicole Regne, Robert G Reynolds, Beverly Ricks, Donna Riggins, Steve Risinger, Marvin Roberson, Dominique Robertson, Lamarkis Robinson, Nick Robinson, Betty Robinson-Harris, Lanny Rodgers, Robert Rodriguez, Selma Rodriguez, Kevin S. Rogers, Joseph Rollins, Kathleen Romeo, Adam Ropp, Ruth Patricia Rosados, Elizabeth Rosch, Andrew Rose, Joel Rosson, Mark Rotondi, Deidrinelle Rouse, Stacey Rowland, Paul Rozzo, Michael Rubin, Steven Ruga, Joshua Ruhlman, Niesha Rush, Brittany Rushing, Karen Russell, Matthew Russo, Stacy Ryan, Richard Ryans, Rick Sabath, Bruce Sanders, Adam Sanderson, Anne Santo, Luis Santos, Anne Savarese, Vincent Savarese, Adam Savett, Stephen Sawyer, Ethan Schaffer, Sara Schauer, Justin J. Schmid, Holly Schmidt, Dean Schrickel, James Schultz, Edward Schwartz, Joely Sciascia, Sonja Scott, John Scribner, Annie Seberson, David Secrist, Shawn Seeley, Janel Sempre, Terry Senn, Alaa Shaaban, Eilene Shaffer, Hiren Shah, Sharon Shank, Kerri Shapiro, Brian Sharnick, Julie Shippy, Tonekia Showell, Svetlana Shtofmakher, Jose Siandre, Sean Silver, Tamika Simmonds, John Simmons, Lenord Simmons, Aryeh Simon, Sassya Simon, Janet Simonitsch, Illya Singh, Edward Siperstein, Justin Sisbarro, Kirk Skinner, Lee Slagle, Lori Smallwood, Dale Smith, Doug Smith, W. Gregory Smith, Brittany Cliff Snyman, Julissa Solano, Shane Somerville, Angela Sonnier, Steven Spagnolo, Michael Spain, David Sparks(PWG 19-94), David Sparks(individually and on behalf of all others similarly situated PWG 18-3703), Kent Spence, Donald Springer, James Sprowl, Jeanine St. Hill, Thomas Stabile, Shelli Stapp, Jody Stephens, Rhonda Stevens, Bahasha Stigall, Tammy Stiller, Daniel Stinson, Karen Stivaletta, Debra Stolte, Sarah Stone, Simon Sum, Samantha Summers, Mary Ann Sundius-Rose, Craig Swanson, Jennifer Sykes, Theresa Sykes, Yanina Szenkman, Debra Talley, Peter Tapling(PWG 19-94), Peter Tapling(PWG 18-3703), Ben Taylor, Bonnie Taylor, Chris Taylor, Gerald Taylor, Joe Taylor, Melissa Taylor, Alan Teitleman, Kenneth Tew, Nicole Theiss, Carla Theriot, Gordon Thomas, Kia Thomas, Roy Thompson, Michael Thomson, Joseph Throneberry, Matthew Tidd, Pete Tittl, Joseph Tobin, Teresa Tobin, Kent Toft, Valerie Tolliver, Danny Tolver, Beverly Tookey, Matthew Tragarz, Josiah Trager, Michael Traugott, Lori Trent, Robert Trepper, Ryan Truskowski, John Turgon-Schramm, Martin Turnauer, Hope Turner, Edward Twine, Stella Ureno, Mackenzie Van Dam, Thomas Lee Van Doren, Paul Vannoy, Bari Vapnek, Ricardo Vaquer, Audrey Varner, Leo Varshavsky, Lauren Vasiliadis, Edgar Vaynshteyn, Martha Cebrian Vega, Vickie Vetter, David Viggiano,

		Anne Vitasek, Alan Voll, April Vrtis, Nicholas Walker, Bryan Wallace, Felicia Wallace, Tamara Wallace, John Waller, Kevin Walls, John Walsh, Ronald Walters, James Walton, Andrew Walts, Zhaochuan Wang, Jean Waskiewicz, Curtis Weaver, Ashley Webster, Marc Weinberg, Debra Weinstein, Ira Weintraub, Janet Wender, Marjorie Wheeler, Doreen Whelan, Debra Whiddon, Clara White, Jennifer White, Matthew White, Melissa White, Randolph White, Octavia Wilkerson, Charles Williams, Earline Williams, Eddie Williams, Gerald Williams, Richard Williams, Terella Williams, Keith Williams, William Winkelstein, Linda Winsey, Sheila Wolff, Stacey Wollman, Kelley Womack, Dennis Wooldridge, Maria Wooten, Chris Wright, Dolly Wright, Ronzella Wright-Loftly, Fugong Wu, Linda Wu, Debra Yokoyama, Brittany Young, Glenn Young, Jason Young, Julie Young, Melissa Yurkanin, Shaun Yurtkuran, Jacqueline Zenon, Ricardo Zepeda(Ulwick, James) (Entered: 03/26/2020)
03/27/2020	555	Joint Correspondence re: proposed schedule for the amended complaints and their responses (Mendro, Jason) (Entered: 03/27/2020)
03/27/2020	556	NOTICE by Marriott International, Inc. / *Notice of Proposed Order for Unsealing* (Mendro, Jason) (Entered: 03/27/2020)
03/30/2020	557	STATUS REPORT /*Joint Status Report* by Construction Laborers Pension Trust for Southern CaliforniaAssociated Cases: 8:19-md-02879-PWG et al.(Villegas, Carol) (Entered: 03/30/2020)
03/31/2020	558	PAPERLESS ORDER Approving 554 STIPULATION REGARDING SECOND AMENDED STIPULATED PROTECTIVE ORDER. Signed by Judge Paul W. Grimm on 3/31/2020. (cags, Deputy Clerk) (Entered: 03/31/2020)
03/31/2020	559	PAPERLESS ORDER Approving 555 Joint Correspondence re: proposed schedule for the amended complaints and their responses. Signed by Judge Paul W. Grimm on 3/31/2020. (cags, Deputy Clerk) (Entered: 03/31/2020)
03/31/2020	560	MOTION to Withdraw as Attorney by Aryeh Simon, Sassya Simon, Nicholas Frazer (Attachments: # 1 Text of Proposed Order)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-01453-PWG, 8:19-cv-01792-PWG(Folkman, Theodore) (Entered: 03/31/2020)
04/01/2020	561	PAPERLESS ORDER granting (560) Motion to Withdraw as Attorney. Attorney Theodore Joel Folkman terminated in case 8:19-md-02879-PWG. Signed by Judge Paul W. Grimm on 4/1/2020. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-01792-PWG(el2s, Chambers) (Entered: 04/01/2020)
04/06/2020	562	MOTION to Withdraw as Attorney by Aryeh Simon, Sassya Simon, Nicholas Frazer (Attachments: # 1 Text of Proposed Order)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-01453-PWG, 8:19-cv-01792-PWG(Warren, Thomas) (Entered: 04/06/2020)
04/07/2020	563	PAPERLESS ORDER granting (562) Motion to Withdraw as Attorney. Attorney Claiborne Hane terminated in case 8:19-md-02879-PWG. Signed by Judge Paul W. Grimm on 4/7/2020. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-01453-PWG, 8:19-cv-01613-PWG, 8:19-cv-01792-PWG(el2s, Chambers) (Entered: 04/07/2020)
04/10/2020	564	LETTER ORDER Memorializing the phone call held on April 1, 2020. Signed by Judge Paul W. Grimm on 4/10/2020. (rss, Deputy Clerk) (Entered: 04/10/2020)
04/17/2020	565	STIPULATION re 564 Order *Stipulated Proposed Order Regarding Schedule for Marriott's Request to File Interlocutory Appeal* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC(Warren, Daniel) (Entered: 04/17/2020)
04/20/2020	566	PAPERLESS ORDER approving 565 Stipulation filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC. Signed by Judge Paul W. Grimm on 4/20/2020. (ybs, Deputy Clerk) (Entered: 04/20/2020)

04/23/2020	567	MOTION to Withdraw as Attorney *Motion for Leave to Withdraw Appearance as Counsel* by Adam Savett, Edward Schwartz(Karon, Daniel) (Entered: 04/23/2020)
04/24/2020	568	MOTION to Withdraw as Attorney by Aryeh Simon, Sassya Simon, Nicholas Frazer (Attachments: # 1 Text of Proposed Order)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-01453-PWG, 8:19-cv-01792-PWG(Warren, Thomas) (Entered: 04/24/2020)
04/24/2020	569	Correspondence re: Marriott International, Inc. letter regarding Motion for Interlocutory Appeal (Warren, Daniel) (Entered: 04/24/2020)
04/27/2020	570	PAPERLESS ORDER granting 567 Motion to Withdraw as Attorney. Attorney Vincent Jon Esades and Daniel Karon terminated. Signed by Judge Paul W. Grimm on 4/27/2020. (ybs, Deputy Clerk) (Entered: 04/27/2020)
04/27/2020	571	PAPERLESS ORDER granting (568) Motion to Withdraw as Attorney. Attorney Thomas Warren terminated in case 8:19-md-02879-PWG. Signed by Judge Paul W. Grimm on 4/27/2020. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-01453-PWG, 8:19-cv-01792-PWG(ybs, Deputy Clerk) (Entered: 04/27/2020)
04/27/2020	572	RESPONSE OF SPECIAL MASTER TO JOINT SUBMISSION. (kns, Deputy Clerk) (Entered: 04/27/2020)
04/28/2020	573	SUPREME COURT REMARK--petition for writ of certiorari denied. (rss, Deputy Clerk) (Entered: 04/28/2020)
04/30/2020	574	NOTICE by Nathan Esquerra *OF CHANGE OF FIRM NAME AND NEW ADDRESS AND CONTACT INFORMATION* (Zeldes, Helen) (Entered: 04/30/2020)
04/30/2020	575	NOTICE by Andrea Durkee, Nathan Esquerra *OF CHANGE OF FIRM NAME AND NEW ADDRESS AND CONTACT INFORMATION* (Travis, Ben) (Entered: 04/30/2020)
05/01/2020	576	QC NOTICE: 575 Notice (Other) filed by Nathan Esquerra, Andrea Durkee was filed incorrectly. ***You must update your contact information in CM/ECF. To update your contact information in CM/ECF follow the instructions provided on the Court's website at www.mdd.uscourts.gov. On the left hand side of the webpage, select E-Filing Procedures, General Procedures, then Updating Contact Information.* (rss, Deputy Clerk) (Entered: 05/01/2020)
05/08/2020	577	Correspondence re: Consumer Plaintiffs request for leave to file Amended Complaint (Ulwick, James) (Entered: 05/08/2020)
05/13/2020	578	PAPERLESS ORDER treating ECF No. 577 as a motion to request leave to file an amended complaint and setting out the following briefing schedule: defense counsel has fourteen days to file a response in opposition that can be three pages single spaced, and plaintiff's counsel has seven days from the filing of the opposition to file a reply that can be up to two pages single spaced. Signed by Judge Paul W. Grimm on 5/13/2020. (ats, Chambers) (Entered: 05/13/2020)
05/15/2020	579	Correspondence re: Motion for Interlocutory Appeal (Nannis, Veronica) (Entered: 05/15/2020)
05/22/2020	580	STIPULATED ORDER regarding Discovery-Dispute Protocol. Signed by Judge Paul W. Grimm on 5/22/2020. (dg3s, Deputy Clerk) (Entered: 05/22/2020)
05/25/2020	581	Correspondence re: Marriott's Reply Letter in Support of Interlocutory Appeal in Consumer Track (Warren, Daniel) (Entered: 05/25/2020)
05/27/2020	582	RESPONSE re 577 Miscellaneous Correspondence, 578 Order, filed by Accenture LLP,

		Marriott International, Inc., Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC.(Warren, Daniel) (Entered: 05/27/2020)
05/29/2020	583	STATUS REPORT by Tom Abogabal, Accenture LLP, Accenture PLC, Latoya Aguillard, Scott Aigen, Stacey K. Allen, Edmund Alves, Anne Marie Amarena, Annemarie Amarena, Melissa Ames, Debra Anthony, Amanda Arnold, Lisa Axelrod, Aline Baca, Edward Baker, Robert Baker, Bank of Louisiana, Bank of Louisiana, Nathan Royce Banks, Jamie Bannon, Robert Barbour, Raymond J. Barkley, Joanne Barrett, Brad Barringer, Dena Barron, Ann Bascom, Dana Bass, Bao Giang Val Bauduin, Paulette Beale, Kiana Belcher, Harry Bell, Shaun Belland, Terrie Bennett, Kimberly Bentley, Adam Benwitz, Diane Bernard, David Bernstein, Catherine Berrahou, Kevin Berry, Michael Betit, Susan Beverley(PWG 19-94), Michaela Bittner, Darrell Black, Juliet Black, Winnie Blackwell, Douglas Blake, Michael Blicher, Carol Blood, Steven Bloom, Robert Bluestone, Heidi Bodian, Bridget Bodie-Papino, Michelle Bonifacio, Tanesha Boradgiak, Teresa Borman, Adam Borst, Candace Boston, Cory Bovair, Ronald Bowers, Travis Bowlby, Celia Bowman, Connie Bowman, Katesha Box, Miriam Boyd, William Boyd, William Boyd(individually and on behalf of all others similarly situated PWG 19-1091), Julia Boykin, Tracy Bradford, Tracy Bradford Lockaby, Anitra Bradley, Brian Braid, Marvin Braun, Lawrence Brenner, Byron Brewer, Barbara Brooks, Dorothy Brooks, Adrianne Brown, LaToya Brown, David Bruemmer, Terrance D. Bulger, Michael Bunker, Brenda Burr, Mary K. Bush, Yvette Butler, Cheryl Butler-Adams, Kylie Byron, Kathrina Cajigal, Cole Callahan, Valerie Campanella, Alisha Campbell, Cayla Campbell, Claudia Canedo, Chastity Canfall, Shelia Canipe, Deana Cannon, Salvatore Caponigro, Elizabeth Capper, Catherine Carlberg, Arhonda Carlisle, Ruthanne Carpenter, Yvette Caruthers, Louann Cashill, Luke Castle, Cheryl Castor, Michael Castor, Mark Catuogno, Jacquelyn Cauble, Chris Cervantes(PWG 18-3933), Chris Cervantes(On behalf of Himself and All Others Similarly PWG 18-3835), Penn Chabrow, Crystal Chambers, Michael Charron, Amy Chen, Kevin Cheng, Raphael Chieke, Cindy Chism, Nycole Chisum, Kathleen Christensen, Davin Christiansen, Michael C. Christner, Ryan Ciavarra, City of Chicago, Edward Claffy, John Coakley, Rob Colletti, Brady Collins, David Collins, Elizabeth Collins, Kevin Collins, Prudence Concert-White, Rita Connuck, Construction Laborers Pension Trust for Southern California, Scott Coogan, Carol Cook, James Cook, Meghan Cook, Sherri Cook, Kristie Cooley, Laura Coombs, Cassandra Cooper, Eric Cooper, William Copeland, Kathryn Costa, John H. Cottrell, Sheila Coughlin, Jeri Covington, Kelly Cox, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Matthew Crabtree, Ivette Crawford, Bret Crockett, Roger Cullen, Curtis Cummings, Elizabeth Cunningham, Ebony Currie, Leslie Dallner, Betty Dampier, Davidez Dampier, Barbara Dane, Patricia Daughtery, Mary Ellen Davey, Christopher Davies, Dorothy Davis, Julie Davis, Karen Davis, Kenneth Davis, Kimberly R. Davis, Nikki Davis, Randall Davis, Richard Davis, Shanti Davis, Graves De Armond, Sean DeMarco, Cynthia Deese, Austin Delaney, Denee Delnay, Gerald Deloss, Jenn Demarco, Sherry Denny, Dennis Desalvo, Benjamin Desantis, May Desrochers, Parth Detroja, Jobe Anthony Diagne, Scott Dias, Mark Diefenbach, Sami Difuntorum, Gary Dittemore, Jonathan Dodart, Does, Does, Tammy Doles, Robert Dorfman, Lisa Dotson, Nathlie Dowdell, Perkins Drake, Lula Draper, Eric Dubitsky, Julie Duchsherer, Tommy Dudley, Alexander Duff, Mark Duffey, India Dugat, Bruce W. Duncan, Nitya Bodhi Durant, Andrea Durkee, Stephanie Dyer, Allison Eells, Gretchen Ehle, Vance Edward Eichelberger, Todd Joseph Elliot, Brad Ellish, Michele Emanuele, Carla Engle, Barbara Erickson, Jeffrey Erlbaum, Destiny Esper, Nathan Esquerra, Thomas Evankovich, Julie Evans, John M. Facciola, Romel Fajardo, Jeremiah Fanyui, Scott Farkas, James Marshall Farmer, David Fasolino, Annette Fears, Michelle Featherstone, Ronald Michael Feschak, Nathan Finney(PWG 19-94), Jerome Fisher, Arnold Fishon, Eric Fishon, Bruce Fitzgerald, Jill Fleisher, Sara Flesch, Amber Flor, Sharay Floyd, Donna

Fontaine, Jeral Forger, Adam Fornal, Shaelyn Forrest, William Forrester, Michael J. Fox, Nicholas Frazer, Janice Frazier-Scott, Lisa Frederickson, Arlona Fredrickson, Michael Freeland, Philip S. Friedman, Philip Friedman, Lisa Fritz, Lisa Gadsby, Cindy Gaines, Marlon Gaines, Torri A. Gaines, Steve Gajewski, Christopher Galasso, Pablo Gallegos, Kathy Gallivan, Laurene Gallway, Mike Galvin, Robert Gamburg, Julie Ganuelas, Fae Garden, Mark Gardner, Kerry Gates, Eric Gault, Natalene Gauna, Betsy Gentry, Mitchell Gerson, Kim Gibbs, Scott Gideon, John Gilliland, John Gilmour, Maxine Glass, Paula Glass, Robert Glass, Jon Goldberg, Barry Golin, Kimberly Gomez, Laura Gononian, Billy Goodman, Jesse Gore, Erik Goudie, Brian Grady, Africa Green, Lonja Green, Angela Gresh, John Stephen Griesenbeck, Latausha Griffin, Cynthia Griffith, Jernard Griggs, Dale Grimes, Alyssa Groski, Samir Gupta, Robert Guzikowski, Gertie Haese, Anna L. Haley, Raven Hall, Trish Hamilton Cobourn, Edward Hanley, Laurie Hansen, Charles Hanson, Zakaria Haque, James Hardin, John Hariaczyi, Chris Harris, Lillian Harris, Tanya Harris, Sheila Harrison, Deborah M. Harrison, Basimah Hasan, Philip Haskett, Timothy Hawkins, Danielle Hayes, Robeson Heard, Phyllis Hecker, Amber Helton, Frederick A. Henderson, Lisa Henderson, Samantha Hendricks, Norbert Hennrich, Brian Herman, Jose Herrera, Luis Herrera, Kathleen Frakes Hevener, Andrew Hickner, Thomas Hickner, Tobias Hinsch, Eric Hippeau, Donna Hiteshew, Bruce Hoffmeister, Robin Hollingsworth, Paul Holloway, Jeri Holt-Minter, Mary Hopson, Tenise Houston, Sara Howe, Virginia Howell, Kirk Huddles, Talitha Huddleston, Donna Hughes, Patricia Huizar, Gennell Hunter, Mary Hunter, Cynthia Husebo, IN RE: MARRIOTT INTERNATIONAL, INC.,, Dustin Iagulli, J.W. Marriott, Jr., Chasity Jackson, Christina Jackson, Tameka Jackson, Tamika Jackson, Robert Jamerson, Steven Jamison, Aaron Janik, Kyle Jaski, Michael Jennings, David Johnson, David Johnson, III, Lisa Johnson, Marlo Johnson, Monica Johnson, Cleary Johs, Ron Jones, Shakimberly Jones, Matt Jordan, Nikole Jordan, Shana Jordan, Teisha Jordan, Robert Josephberg, Mary Jo Jurey, Robert Kaiser, Camara Karamatic, Peter Karkazis, Lucy Karl, Robert Keil, Lawrence W. Kellner, Jeffrey Kemp, Raymond Kerkvliet, Marybeth Kern, Matthew Kiesel, Helen Kim, David J. Kimmel, Dianne King, Nicole King, Linda Kite, Pegi Klaess, Mark Kleiman, Joan Knudson, Kenton Kolstad, Robert Korn, Sarah Korwan, Ronald Kotz, Deborah Koulpasis, Ellen Kowitt, Garry Kravit, Morris Kris, Stanley Kubinski, Shantonu Kundu, Julius Kuperberg, Yong Woo Stephano Kwon, Tina Lapene, Anthony Latore, Bob Lavine, Doris Lavine, Robin Lawler, Irma Lawrence, Fredric Lazarus, Krystal Lear, Debra L. Lee, Greg Leeb, Maretta Leitka, Donna Level, Jonathan Levy, Deborah Lewandowski, Aylwin B. Lewis, Courtney Lewis, Jahmelia Lewis, Rik Lewis, Tishaunda Lewis, Valerie Lewis, Violet Limen, Charles Lindsey, Stephanie C. Linnartz, Agnieszka Lizewska, Jay Lockaby, Ashley Logan, Brent Long, Melanie Lopez, Beverly Louk, Shayla Lowry, Juan Lozano, Kathryn Lucas, Savannah Louise Lyon, Elizabeth Lyons, Tiffany Maberry, Monica Celeste Madolora, Rita Mair, Maria Maisto, Peter Maldini, Charity Maldonado, Anthony Malfi, Suzanne Mallon, Samuel Mangano, Deann Mankell, Yisroel Mann, Mike Manno, Bryan Mantei, Pauline Marco, Denitrice Marks, Karen Markus-Handis, Marriott Hotel Services, Inc., Marriott International, Inc., Marriott International, Inc., Andrea Marshall, Abdjul Martin, Anthony Martin, Leslie Martin, Mark Mason, Maria Masucci, Patrice Matthews, Mark Maxey, Elizabeth Maxwell, Olivia May, Brent McArthur, John McCoy, Anastasia McGee, Dennis McGrath, Lisa McGuire, Gwendolyn McNeal, Susan Mcintosh, Eric Mcpherson, Deborah Meade, Cindy Medeiros, David Melendez, Michael Mendez, Chloe Merjil, Collin Messer, Laura Messier, Gary Meter, Holger Meyer, Leon Meyer, Cheryl Pilon Meyer, Daniel Meyerson, Debra Michaud, Ted Michelakos, Jack Milam, Cariss Milano, Kim Miller, Mary Ann Miller, Peter Miller, Shane Miller, Judy Mills, Eric Mitchell, Nancy Molesworth, Vickie Mondane, Gabrielle Moore, Jason Moore, Jeremiah Moore, John P. Moore, Pamela Moore, Tanika Moore, Oscar Moreno, Chalise Morris, Chris Morris, Kris Morris, Andrew J. Mortensen, John Moy, David Moyer, William Muckelroy II,

Albert Muick, Susan Mullins, George Munoz, Jose Munoz, Gwendolyn Murai, Bryan E. Murphy, Maggie Murphy, Ron Musto, Heidi Myers, Howard William Myones, Amelia Naccarto-Coleman, Maria Naclerio, Jonathan Nateghi-Asli, Victoria Neikirk, Sarah Newcomb, Joel Nice, Seraphin Nicholson, Dianna Nolan, Clarice Notley, Cina Nouri, Paula OBrien, Luther B Oakes, Kathleen Kelly Oberg, Dorothy Odie, Jeffrey Oelhafen, Monica Ogawa, Gerard Ohara, Sherita Olive-Miller, Christina Olsen, Sandra Ortner, Carol Ostapchuk, Anita Overton-Smith, Steven Owens, Asim Padh, Alicia Page, Nikki Page, Rebecca Pageau, Derrick Palmer, Justin Palmer, Kevin Parker, Darrel Parris, Janlisa Parris, Michael Anthony Partland, Douglas Patton, Daniel Paul, Curtis Payne, Dallas Perkins, Shanisha Perkins, Darren Perks, Lawrence Perlmutter, Patrice Perrier, Kenneth Peterson, Yaroslava Petraitis, Terri Pettiford, Michelle Pfannenstiel, Sean Phillips, Sean Phillips(PWG 18-3933), Michael Piana, Cherly Pilon, Jeninne Pitts, Patrick Plank, Michelle Plotsker, Michael Podesta, Juli Poloway, Emily Poltrack, Alice Poole, Brandon Post, George Pouliot, Walter Powell, Christopher Pratt, Andrea Preston, Kashanna Price, Tammy Pry, Benjamin Quinn, Linda Quinones, Susan Goldfine Raab, Susan Raab, David Rado, Frank Ragan(PWG 18-3933), Frank Ragan, Burnease Ragin, Jeffrey Rahn, Michael Raimondi, Karen Rambat, Giorgio Ramirez, Lisa Ramirez, Lupe Ramos, Thomas J. Rapak, Michael Rapp, Kumar Rashad, Nicole Regne, Steven S. Reinemund, Robert G Reynolds, Beverly Ricks, Donna Riggins, Steve Risinger, Marvin Roberson, Dominique Robertson, Lamarkis Robinson, Nick Robinson, Betty Robinson-Harris, Lanny Rodgers, Robert Rodriguez, Selma Rodriguez, Kevin S. Rogers, Joseph Rollins, Kathleen Romeo, Adam Ropp, Ruth Patricia Rosados, Elizabeth Rosch, Andrew Rose, Joel Rosson, Mark Rotondi, Deidrinelle Rouse, Stacey Rowland, Paul Rozzo, Michael Rubin, Steven Ruga, Joshua Ruhlman, Niesha Rush, Brittany Rushing, Karen Russell, Matthew Russo, Stacy Ryan, Richard Ryans, Rick Sabath, Bruce Sanders, Adam Sanderson, Anne Santo, Luis Santos, Anne Savarese, Vincent Savarese, Adam Savett, Stephen Sawyer, Ethan Schaffer, Sara Schauer, Justin J. Schmid, Holly Schmidt, Dean Schrickel, James Schultz, Susan C. Schwab, Edward Schwartz, Joely Sciascia, Sonja Scott, John Scribner, Annie Seberson, David Secrist, Shawn Seeley, Janel Sempre, Terry Senn, Alaa Shaaban, Eilene Shaffer, Hiren Shah, Sharon Shank, Kerri Shapiro, Brian Sharnick, Julie Shippy, Tonekia Showell, Svetlana Shtofmakher, Jose Siandre, Sean Silver, Tamika Simmonds, John Simmons, Lenord Simmons, Aryeh Simon, Sassya Simon, Janet Simonitsch, Illya Singh, Edward Siperstein, Justin Sisbarro, Kirk Skinner, Lee Slagle, Lori Smallwood, Dale Smith, Doug Smith, W. Gregory Smith, Brittany Cliff Snyman, Julissa Solano, Shane Somerville, Angela Sonnier, Arne M. Sorenson, Steven Spagnolo, Michael Spain, David Sparks(PWG 19-94), David Sparks(individually and on behalf of all others similarly situated PWG 18-3703), Kent Spence, Donald Springer, James Sprowl, Jeanine St. Hill, Thomas Stabile, Shelli Stapp, Starwood Hotels and Resorts Worldwide, LLC, Jody Stephens, Rhonda Stevens, Bahasha Stigall, Tammy Stiller, Daniel Stinson, Karen Stivaletta, Debra Stolte, Sarah Stone, Simon Sum, Samantha Summers, Mary Ann Sundius-Rose, Craig Swanson, Jennifer Sykes, Theresa Sykes, Yanina Szenkman, Debra Talley, Peter Tapling(PWG 19-94), Peter Tapling(PWG 18-3703), Ben Taylor, Bonnie Taylor, Chris Taylor, Gerald Taylor, Joe Taylor, Melissa Taylor, Alan Teitleman, Kenneth Tew, Nicole Theiss, Carla Theriot, Gordon Thomas, Kia Thomas, Roy Thompson, Michael Thomson, Joseph Throneberry, Matthew Tidd, Pete Tittl, Joseph Tobin, Teresa Tobin, Kent Toft, Valerie Tolliver, Danny Tolver, Beverly Tookey, Matthew Tragarz, Josiah Trager, Michael Traugott, Lori Trent, Robert Trepper, Ryan Truskowski, John Turgon-Schramm, Martin Turnauer, Hope Turner, Edward Twine, Stella Ureno, Mackenzie Van Dam, Thomas Lee Van Doren, Paul Vannoy, Bari Vapnek, Ricardo Vaquer, Audrey Varner, Leo Varshavsky, Lauren Vasiliadis, Edgar Vaynshteyn, Martha Cebrian Vega, Vickie Vetter, David Viggiano, Anne Vitasek, Alan Voll, April Vrtis, Nicholas Walker, Bryan Wallace, Felicia Wallace, Tamara Wallace, John Waller, Kevin Walls, John Walsh, Ronald Walters, James Walton, Andrew Walts, Zhaochuan Wang, Jean Waskiewicz, Curtis Weaver,

		Ashley Webster, Marc Weinberg, Debra Weinstein, Ira Weintraub, Janet Wender, Marjorie Wheeler, Doreen Whelan, Debra Whiddon, Clara White, Jennifer White, Matthew White, Melissa White, Randolph White, Octavia Wilkerson, Charles Williams, Earline Williams, Eddie Williams, Gerald Williams, Richard Williams, Terella Williams, Keith Williams, William Winkelstein, Linda Winsey, Sheila Wolff, Stacey Wollman, Kelley Womack, Dennis Wooldridge, Maria Wooten, Chris Wright, Dolly Wright, Ronzella Wright-Loftly, Fugong Wu, Linda Wu, Debra Yokoyama, Brittany Young, Glenn Young, Jason Young, Julie Young, Melissa Yurkanin, Shaun Yurtkuran, Jacqueline Zenon, Ricardo Zepeda(O Connell, Andrew) (Entered: 05/29/2020)
06/03/2020	584	NOTICE of Change of Address by Janine L Pollack (Pollack, Janine) (Entered: 06/03/2020)
06/03/2020	585	NOTICE of Change of Address by Michael Liskow (Liskow, Michael) (Entered: 06/03/2020)
06/03/2020	586	Correspondence re: Opposition to File Amended Complaint (Nannis, Veronica) (Entered: 06/03/2020)
06/15/2020	587	LETTER ORDER denying 569 Correspondence re: Marriott International, Inc. letter regarding Motion for Interlocutory Appeal. Signed by Judge Paul W. Grimm on 6/15/2020. (ybs, Deputy Clerk) (Entered: 06/15/2020)
06/17/2020	588	NOTICE of Change of Address by Manfred Muecke (Muecke, Manfred) (Entered: 06/17/2020)
06/23/2020	589	NOTICE by Anna L. Haley *of Withdrawal of Counsel of Rosalee Thomas for Plaintiffs* (Thomas, Rosalee) (Entered: 06/23/2020)
06/24/2020	590	Correspondence re: Request for Leave to file Amended Complaint (Sinclair, William) (Entered: 06/24/2020)
06/30/2020	591	NOTICE of Change of Address by Melissa Robin Emert (Emert, Melissa) (Entered: 06/30/2020)
07/02/2020	592	ORDER Regarding Unsealing. Signed by Judge Paul W. Grimm on 7/2/2020. (ybs, Deputy Clerk) (Entered: 07/02/2020)
07/08/2020	593	NOTICE by City of Chicago re 592 Order, 550 Order Adopting Report and Recommendations *Notice of Filing Document in Public Record* (Attachments: # 1 Attachment First Amended Complaint)(Richman, Benjamin) (Entered: 07/08/2020)
07/08/2020	594	NOTICE by City of Chicago re 592 Order, 550 Order Adopting Report and Recommendations *Notice of Filing Document in Public Record* (Attachments: # 1 Attachment Response Memorandum in Opposition to Defendants' Motion to Dismiss) (Richman, Benjamin) (Entered: 07/08/2020)
07/08/2020	595	NOTICE by Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Robert Guzikowski, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Holger Meyer, Cheryl Pilon Meyer, Mary Ann Miller, Kris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller,

		Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran re 592 Order, 550 Order Adopting Report and Recommendations *Notice of Filing Documents on Public Record* (Attachments: # 1 Exhibit Exhibit 1, # 2 Exhibit Exhibit 2)(Nannis, Veronica) (Entered: 07/08/2020)
07/08/2020	596	NOTICE by Accenture LLP re 592 Order, 550 Order Adopting Report and Recommendations *Notice of Filing Documents on Public Record* (Attachments: # 1 Accenture's Replacement Version of Brief in Support of Motion to Dismiss, # 2 Accenture's Replacement Version of Reply Brief in Support of Motion to Dismiss) (Primis, Craig) (Entered: 07/08/2020)
07/08/2020	597	NOTICE by Marriott International, Inc. re 592 Order, 550 Order Adopting Report and Recommendations *Notice of Filing Document in Public Record* (Attachments: # 1 Defendants' Memorandum in Support of Defendants Motion to Dismiss the City of Chicagos Amended Complaint)(Warren, Daniel) (Entered: 07/08/2020)
07/08/2020	598	NOTICE by Marriott International, Inc. re 592 Order, 550 Order Adopting Report and Recommendations *Notice of Filing Document in Public Record* (Attachments: # 1 Exhibit A to Defendants' Memoranda in Support of Defendants Motions to Dismiss in Government and Financial Institution Tracks)(Warren, Daniel) (Entered: 07/08/2020)
07/08/2020	599	NOTICE by Marriott International, Inc. re 592 Order, 550 Order Adopting Report and Recommendations *Notice of Filing Document in Public Record* (Attachments: # 1 Defendants Memorandum in Support of Defendants Motion to Dismiss the Bank of Louisianas Amended Complaint)(Warren, Daniel) (Entered: 07/08/2020)
07/08/2020	600	NOTICE by Marriott International, Inc. re 592 Order, 550 Order Adopting Report and Recommendations *Notice of Filing Document in Public Record* (Attachments: # 1 Defendants Memorandum in Support of Defendants Motion to Dismiss the Bellwether Plaintiffs Second Amended Consolidated Complaint)(Warren, Daniel) (Entered: 07/08/2020)
07/08/2020	601	Correspondence re: Defendants' Request for Leave to File Its Answer in Consumer Track Following the Courts Decision on Plaintiffs Motion for Leave to Supplement (Ghannoum, Lisa) (Entered: 07/08/2020)
07/09/2020	602	PAPERLESS ORDER recognizing Plaintiff Bank of Louisiana's ("BOL") letter in anticipation of filing a motion for leave to file a second amended complaint as a motion for leave to amend. [ECF No. 590]. Defendant Marriott is directed to respond by July 20, 2020 in three pages single spaced. BOL is directed to reply by July 30, 2020 in three pages single spaced. Signed by Judge Paul W. Grimm on 7/9/2020. Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(el2s, Chambers) (Entered: 07/09/2020)
07/10/2020	603	NOTICE by Bank of Louisiana re 592 Order, 550 Order Adopting Report and Recommendations *(Notice of Filing Documents on Public Record)* (Attachments: # 1 Exhibit 1, # 2 Exhibit 2)(Macchiaroli, Christopher) (Entered: 07/10/2020)
07/13/2020	604	ANSWER to 413 Amended Complaint,,,,,, by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC.(Ghannoum, Lisa) (Entered: 07/13/2020)
07/16/2020	605	LETTER ORDER denying 577 Correspondence re: Consumer Plaintiffs request for leave to file Amended Complaint. Signed by Judge Paul W. Grimm on 7/16/2020. (ybs, Deputy Clerk) (Entered: 07/16/2020)
07/20/2020	606	RESPONSE re 590 Miscellaneous Correspondence filed by Marriott International, Inc.,

		Starwood Hotels and Resorts Worldwide, LLC.(Keteltas, Gilbert) (Entered: 07/20/2020)
07/21/2020	607	NOTICE by Marriott International, Inc. re 592 Order, 550 Order Adopting Report and Recommendations *Notice of Filing Document in Public Record* (Attachments: # 1 Marriott's Reply in Support of its Motion to Dismiss the Bellwether Plaintiffs' 2nd Amended Complaint)(Warren, Daniel) (Entered: 07/21/2020)
07/22/2020	608	NOTICE by Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree, Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Gary Meter, Cheryl Pilon Meyer, Mary Ann Miller, Kris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan, Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran *Notice of Filing Document in Public Record- re (ECF 550, 592)* (Attachments: # 1 Exhibit Exhibit 1)(Nannis, Veronica) (Entered: 07/22/2020)
07/24/2020	609	AMENDED COMPLAINT against Arne M. Sorenson, Bao Giang Val Bauduin, Bruce Hoffmeister, Marriott International, Inc., Kathleen Kelly Oberg, Mary K. Bush, Frederick A. Henderson, Lawrence W. Kellner, Aylwin B. Lewis, George Munoz, filed by Construction Laborers Pension Trust for Southern California. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Villegas, Carol) (Entered: 07/24/2020)
07/24/2020	610	NOTICE by Construction Laborers Pension Trust for Southern California *of Voluntary Dismissal against Defendant Stephanie C. Linnartz* Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Villegas, Carol) (Entered: 07/24/2020)
07/28/2020	611	STIPULATION *Regarding Deadline for Filing of Derivative Track Second Amended Consolidated Complaint* by John P. Moore(O Connell, Andrew) (Entered: 07/28/2020)
07/28/2020	612	STATUS REPORT *Joint Status Report* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC(Ghannoum, Lisa) (Entered: 07/28/2020)
07/30/2020	613	WAIVER OF SERVICE Returned Executed by Construction Laborers Pension Trust for Southern California. Aylwin B. Lewis waiver sent on 7/27/2020, answer due 9/25/2020.Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Villegas, Carol) (Entered: 07/30/2020)
07/30/2020	614	WAIVER OF SERVICE Returned Executed by Construction Laborers Pension Trust for Southern California. Frederick A. Henderson waiver sent on 7/27/2020, answer due 9/25/2020.Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Villegas, Carol) (Entered: 07/30/2020)
07/30/2020	615	WAIVER OF SERVICE Returned Executed by Construction Laborers Pension Trust for Southern California. George Munoz waiver sent on 7/27/2020, answer due 9/25/2020.Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Villegas, Carol) (Entered: 07/30/2020)
07/30/2020	616	WAIVER OF SERVICE Returned Executed by Construction Laborers Pension Trust for

		Southern California. Lawrence W. Kellner waiver sent on 7/27/2020, answer due 9/25/2020.Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Villegas, Carol) (Entered: 07/30/2020)
07/30/2020	617	WAIVER OF SERVICE Returned Executed by Construction Laborers Pension Trust for Southern California. Mary K. Bush waiver sent on 7/27/2020, answer due 9/25/2020.Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Villegas, Carol) (Entered: 07/30/2020)
07/30/2020	618	RESPONSE re 590 Miscellaneous Correspondence *Brief in Support* filed by Bank of Louisiana, Bank of Louisiana. (Attachments: # 1 Exhibit Exhibit A, # 2 Exhibit Exhibit B, # 3 Exhibit Exhibit B-1, # 4 Exhibit Exhibit B-2, # 5 Exhibit Exhibit B-3, # 6 Exhibit Exhibit B-4, # 7 Exhibit Exhibit B-5, # 8 Exhibit Exhibit B-6, # 9 Exhibit Exhibit B-7) (Sinclair, William) (Entered: 07/30/2020)
08/03/2020	619	STIPULATION Regarding Deadline for Filing of Derivative Track Second Amended Consolidated Complaint. Signed by Judge Paul W. Grimm on 8/3/2020. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00812-PWG, 8:19-cv-00830-PWG(ybs, Deputy Clerk) (Entered: 08/03/2020)
08/03/2020	620	AMENDED ANSWER to 413 Amended Complaint,,,,,,, by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC. (Attachments: # 1 Exhibit A) (Ghannoum, Lisa) (Entered: 08/03/2020)
08/13/2020	622	Joint MOTION for Extension of Case Deadlines by Marriott International, Inc. (Attachments: # 1 Text of Proposed Order)(Ghannoum, Lisa) (Entered: 08/13/2020)
08/18/2020	623	PAPERLESS ORDER granting 622 Motion Extension of Discovery Deadlines. Signed by Judge Paul W. Grimm on 8/18/2020. (el2s, Chambers) (Entered: 08/18/2020)
08/21/2020	624	AMENDED COMPLAINT against All Defendants, filed by Edmund Alves. (Attachments: # 1 Exhibit, # 2 Exhibit, # 3 Exhibit, # 4 Verification, # 5 Verification)Associated Cases: 8:19-md-02879-PWG et al.(O Connell, Andrew) (Entered: 08/21/2020)
08/25/2020	625	QC NOTICE: 624 Amended Complaint filed by Edmund Alves was filed incorrectly. ***In the future, please only spread entries to the cases your filing relates to. The Clerk has corrected the docket and no action is required at this time.* (ybs, Deputy Clerk) (Entered: 08/25/2020)
08/25/2020	626	QC NOTICE: (46 in 8:19-cv-00830-PWG) Amended Complaint filed by Edmund Alves needs to be corrected. The following corrective actions are needed regarding missing or incomplete information: ***Redline copy has not been filed. Please file the redline version using the event "Notice(Other)" and link to the Amended Complaint.* Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00812-PWG, 8:19-cv-00830-PWG(ybs, Deputy Clerk) (Entered: 08/25/2020)
08/25/2020	627	NOTICE by Edmund Alves re 624 Amended Complaint *Redline Copy* (O Connell, Andrew) (Entered: 08/25/2020)
08/26/2020	628	Correspondence re: seeking an order for sancations (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Exhibit D, # 5 Exhibit E, # 6 Exhibit F, # 7 Exhibit G)Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Keteltas, Gilbert) (Entered: 08/26/2020)
08/31/2020	629	PAPERLESS ORDER referring Defendant Marriott's pre-motion letter 628 to Special Master Judge Facciola and treating that letter as a motion for an order to sanction Plaintiff Bank of Louisiana. Further, counsel is to abide by the following briefing

		schedule and make submissions to Judge Facciola: Plaintiff Bank of Louisiana may file a response by September 14, 2020, in 3 pages (single spaced) or fewer; Defendant Marriott may file a reply by September 21, 2020, in 2 pages (single spaced) or fewer. Signed by Judge Paul W. Grimm on 8/31/2020. (el2s, Chambers) (Entered: 08/31/2020)
09/01/2020	630	Consumer Plaintiffs' Letter Brief re: CrowdStrike Investigation dated 7/17/2020. (kns, Deputy Clerk) (Entered: 09/02/2020)
09/01/2020	631	Consumer Plaintiffs' Letter Brief re: CrowdStrike Investigation dated 8/27/2020. (kns, Deputy Clerk) (Entered: 09/02/2020)
09/01/2020	632	Marriotts' Letter Brief re: CrowdStrike Investigation dated 8/14/2020. (Attachments: # 1 Exhibit A, # 2 Exhibit O)(kns, Deputy Clerk) (Entered: 09/02/2020)
09/01/2020	633	Marriott's Letter Brief re: CrowdStrike Investigation dated 8/27/2020. (kns, Deputy Clerk) (Entered: 09/02/2020)
09/01/2020	634	REPORT AND RECOMMENDATIONS of Special Master re CrowdStrike Investigation. Signed by the Honorable John M. Facciola on 8/28/2020. (kns, Deputy Clerk) (Entered: 09/02/2020)
09/01/2020	635	SUPPLEMENT to 634 REPORT AND RECOMMENDATIONS of Special Master re CrowdStrike Investigation. Signed by the Honorable John M. Facciola on 8/29/2020. (kns, Deputy Clerk) (Entered: 09/02/2020)
09/02/2020	636	-SEALED- MOTION to Seal *Certain Exhibits to ECF Nos. 630 and 631* by Tom Abogabal, Latoya Aguillard, Scott Aigen, Stacey K. Allen, Edmund Alves, Anne Marie Amarena, Annemarie Amarena, Melissa Ames, Debra Anthony, Amanda Arnold, Lisa Axelrod, Aline Baca, Edward Baker, Robert Baker, Bank of Louisiana, Bank of Louisiana, Nathan Royce Banks, Jamie Bannon, Robert Barbour, Raymond J. Barkley, Joanne Barrett, Brad Barringer, Dena Barron, Ann Bascom, Dana Bass, Bao Giang Val Bauduin, Paulette Beale, Kiana Belcher, Harry Bell, Shaun Belland, Terrie Bennett, Kimberly Bentley, Adam Benwitz, Diane Bernard, David Bernstein, Catherine Berrahou, Kevin Berry, Michael Betit, Susan Beverley(PWG 19-94), Michaela Bittner, Darrell Black, Juliet Black, Winnie Blackwell, Douglas Blake, Michael Blicher, Carol Blood, Steven Bloom, Robert Bluestone, Heidi Bodian, Bridget Bodie-Papino, Michelle Bonifacio, Tanesha Boradgiak, Teresa Borman, Adam Borst, Candace Boston, Cory Bovair, Ronald Bowers, Travis Bowlby, Celia Bowman, Connie Bowman, Katesha Box, Miriam Boyd, William Boyd, William Boyd(individually and on behalf of all others similarly situated PWG 19-1091), Julia Boykin, Tracy Bradford, Tracy Bradford Lockaby, Anitra Bradley, Brian Braid, Marvin Braun, Lawrence Brenner, Byron Brewer, Barbara Brooks, Dorothy Brooks, Adrianne Brown, LaToya Brown, David Bruemmer, Terrance D. Bulger, Michael Bunker, Brenda Burr, Yvette Butler, Cheryl Butler-Adams, Kylie Byron, Kathrina Cajigal, Cole Callahan, Valerie Campanella, Alisha Campbell, Cayla Campbell, Claudia Canedo, Chastity Canfall, Shelia Canipe, Deana Cannon, Salvatore Caponigro, Elizabeth Capper, Catherine Carlberg, Arhonda Carlisle, Ruthanne Carpenter, Yvette Caruthers, Louann Cashill, Luke Castle, Cheryl Castor, Michael Castor, Mark Catuogno, Jacquelyn Cauble, Chris Cervantes(PWG 18-3933), Chris Cervantes(On behalf of Himself and All Others Similarly PWG 18-3835), Penn Chabrow, Crystal Chambers, Michael Charron, Amy Chen, Kevin Cheng, Raphael Chieke, Cindy Chism, Nycole Chisum, Kathleen Christensen, Davin Christiansen, Michael C. Christner, Ryan Ciavarra, City of Chicago, Edward Claffy, John Coakley, Rob Colletti, Brady Collins, David Collins, Elizabeth Collins, Kevin Collins, Prudence Concert-White, Rita Connuck, Scott Coogan, Carol Cook, James Cook, Meghan Cook, Sherri Cook, Kristie Cooley, Laura Coombs, Cassandra Cooper, Eric Cooper, William Copeland, Kathryn Costa, John H. Cottrell, Sheila Coughlin, Jeri Covington, Kelly Cox, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-

3779), Matthew Crabtree, Ivette Crawford, Bret Crockett, Roger Cullen, Curtis Cummings, Elizabeth Cunningham, Ebony Currie, Leslie Dallner, Betty Dampier, Davidez Dampier, Barbara Dane, Patricia Daughtery, Mary Ellen Davey, Christopher Davies, Dorothy Davis, Julie Davis, Karen Davis, Kenneth Davis, Kimberly R. Davis, Nikki Davis, Randall Davis, Richard Davis, Shanti Davis, Graves De Armond, Sean DeMarco, Cynthia Deese, Austin Delaney, Denee Delnay, Gerald Deloss, Jenn Demarco, Sherry Denny, Dennis Desalvo, Benjamin Desantis, May Desrochers, Parth Detroja, Jobe Anthony Diagne, Scott Dias, Mark Diefenbach, Sami Difuntorum, Gary Dittemore, Jonathan Dodart, Tammy Doles, Robert Dorfman, Lisa Dotson, Nathlie Dowdell, Perkins Drake, Lula Draper, Eric Dubitsky, Julie Duchsherer, Tommy Dudley, Alexander Duff, Mark Duffey, India Dugat, Nitya Bodhi Durant, Andrea Durkee, Stephanie Dyer, Allison Eells, Gretchen Ehle, Vance Edward Eichelberger, Todd Joseph Elliot, Brad Ellish, Michele Emanuele, Carla Engle, Barbara Erickson, Jeffrey Erlbaum, Destiny Esper, Nathan Esquerra, Thomas Evankovich, Julie Evans, Romel Fajardo, Jeremiah Fanyui, Scott Farkas, James Marshall Farmer, David Fasolino, Annette Fears, Michelle Featherstone, Ronald Michael Feschak, Nathan Finney(PWG 19-94), Jerome Fisher, Arnold Fishon, Eric Fishon, Bruce Fitzgerald, Jill Fleisher, Sara Flesch, Amber Flor, Sharay Floyd, Donna Fontaine, Jeral Forger, Adam Fornal, Shaelyn Forrest, William Forrester, Michael J. Fox, Nicholas Frazer, Janice Frazier-Scott, Lisa Frederickson, Arlona Fredrickson, Michael Freeland, Philip S. Friedman, Philip Friedman, Lisa Fritz, Lisa Gadsby, Cindy Gaines, Marlon Gaines, Torri A. Gaines, Steve Gajewski, Christopher Galasso, Pablo Gallegos, Kathy Gallivan, Laurene Gallway, Mike Galvin, Robert Gamburg, Julie Ganuelas, Fae Garden, Mark Gardner, Kerry Gates, Eric Gault, Natalene Gauna, Betsy Gentry, Mitchell Gerson, Kim Gibbs, Scott Gideon, John Gilliland, John Gilmour, Maxine Glass, Paula Glass, Robert Glass, Jon Goldberg, Barry Golin, Kimberly Gomez, Laura Gononian, Billy Goodman, Jesse Gore, Erik Goudie, Brian Grady, Africa Green, Lonja Green, Angela Gresh, John Stephen Griesenbeck, Latausha Griffin, Cynthia Griffith, Jernard Griggs, Dale Grimes, Alyssa Groski, Samir Gupta, Robert Guzikowski, Gertie Haese, Anna L. Haley, Raven Hall, Trish Hamilton Cobourn, Edward Hanley, Laurie Hansen, Charles Hanson, Zakaria Haque, James Hardin, John Hariaczyi, Chris Harris, Lillian Harris, Tanya Harris, Sheila Harrison, Basimah Hasan, Philip Haskett, Timothy Hawkins, Danielle Hayes, Robeson Heard, Phyllis Hecker, Amber Helton, Lisa Henderson, Samantha Hendricks, Norbert Hennrich, Brian Herman, Jose Herrera, Luis Herrera, Kathleen Frakes Hevener, Andrew Hickner, Thomas Hickner, Tobias Hinsch, Donna Hiteshew, Robin Hollingsworth, Paul Holloway, Jeri Holt-Minter, Mary Hopson, Tenise Houston, Sara Howe, Virginia Howell, Kirk Huddles, Talitha Huddleston, Donna Hughes, Patricia Huizar, Gennell Hunter, Mary Hunter, Cynthia Husebo, Dustin Iagulli, Chasity Jackson, Christina Jackson, Tameka Jackson, Tamika Jackson, Robert Jamerson, Steven Jamison, Aaron Janik, Kyle Jaski, Michael Jennings, David Johnson, David Johnson, III, Lisa Johnson, Marlo Johnson, Monica Johnson, Cleary Johs, Ron Jones, Shakimberly Jones, Matt Jordan, Nikole Jordan, Shana Jordan, Teisha Jordan, Robert Josephberg, Mary Jo Jurey, Robert Kaiser, Camara Karamatic, Peter Karkazis, Lucy Karl, Robert Keil, Jeffrey Kemp, Raymond Kerkvliet, Marybeth Kern, Matthew Kiesel, Helen Kim, David J. Kimmel, Dianne King, Nicole King, Linda Kite, Pegi Klaess, Mark Kleiman, Joan Knudson, Kenton Kolstad, Robert Korn, Sarah Korwan, Ronald Kotz, Deborah Koulpasis, Ellen Kowitt, Garry Kravit, Morris Kris, Stanley Kubinski, Shantonu Kundu, Julius Kuperberg, Yong Woo Stephano Kwon, Tina Lapene, Anthony Latore, Bob Lavine, Doris Lavine, Robin Lawler, Irma Lawrence, Fredric Lazarus, Krystal Lear, Greg Leeb, Maretta Leitka, Donna Level, Jonathan Levy, Deborah Lewandowski, Courtney Lewis, Jahmelia Lewis, Rik Lewis, Tishaunda Lewis, Valerie Lewis, Violet Limen, Charles Lindsey, Agnieszka Lizewska, Jay Lockaby, Ashley Logan, Brent Long, Melanie Lopez, Beverly Louk, Shayla Lowry, Juan Lozano, Kathryn Lucas, Savannah Louise Lyon, Elizabeth Lyons, Tiffany Maberry, Monica Celeste Madolora, Rita Mair,

Maria Maisto, Peter Maldini, Charity Maldonado, Anthony Malfi, Suzanne Mallon, Samuel Mangano, Deann Mankell, Yisroel Mann, Mike Manno, Bryan Mantei, Pauline Marco, Denitrice Marks, Karen Markus-Handis, Andrea Marshall, Abdjul Martin, Anthony Martin, Leslie Martin, Mark Mason, Maria Masucci, Patrice Matthews, Mark Maxey, Elizabeth Maxwell, Olivia May, Brent McArthur, John McCoy, Anastasia McGee, Dennis McGrath, Lisa McGuire, Gwendolyn McNeal, Susan Mcintosh, Eric Mcpherson, Deborah Meade, Cindy Medeiros, David Melendez, Michael Mendez, Chloe Merjil, Collin Messer, Laura Messier, Gary Meter, Holger Meyer, Leon Meyer, Cheryl Pilon Meyer, Daniel Meyerson, Debra Michaud, Ted Michelakos, Jack Milam, Cariss Milano, Kim Miller, Mary Ann Miller, Shane Miller, Judy Mills, Eric Mitchell, Nancy Molesworth, Vickie Mondane, Gabrielle Moore, Jason Moore, Jeremiah Moore, John P. Moore, Pamela Moore, Tanika Moore, Oscar Moreno, Chalise Morris, Chris Morris, Kris Morris, Andrew J. Mortensen, John Moy, David Moyer, William Muckelroy II, Albert Muick, Susan Mullins, Jose Munoz, Gwendolyn Murai, Bryan E. Murphy, Maggie Murphy, Ron Musto, Heidi Myers, Howard William Myones, Amelia Naccarto-Coleman, Maria Naclerio, Jonathan Nateghi-Asli, Victoria Neikirk, Sarah Newcomb, Joel Nice, Seraphin Nicholson, Dianna Nolan, Clarice Notley, Cina Nouri, Paula OBrien, Luther B Oakes, Dorothy Odie, Jeffrey Oelhafen, Monica Ogawa, Gerard Ohara, Sherita Olive-Miller, Christina Olsen, Sandra Ortner, Carol Ostapchuk, Anita Overton-Smith, Steven Owens, Asim Padh, Alicia Page, Nikki Page, Rebecca Pageau, Derrick Palmer, Justin Palmer, Kevin Parker, Darrel Parris, Janlisa Parris, Michael Anthony Partland, Douglas Patton, Daniel Paul, Curtis Payne, Dallas Perkins, Shanisha Perkins, Darren Perks, Lawrence Perlmutter, Patrice Perrier, Kenneth Peterson, Yaroslava Petraitis, Terri Pettiford, Michelle Pfannenstiel, Sean Phillips, Sean Phillips(PWG 18-3933), Michael Piana, Cherly Pilon, Jeninne Pitts, Patrick Plank, Michelle Plotsker, Michael Podesta, Juli Poloway, Emily Poltrack, Alice Poole, Brandon Post, George Pouliot, Walter Powell, Christopher Pratt, Andrea Preston, Kashanna Price, Tammy Pry, Benjamin Quinn, Linda Quinones, Susan Goldfine Raab, Susan Raab, David Rado, Frank Ragan(PWG 18-3933), Frank Ragan, Burnease Ragin, Jeffrey Rahn, Michael Raimondi, Karen Rambat, Giorgio Ramirez, Lisa Ramirez, Lupe Ramos, Thomas J. Rapak, Michael Rapp, Kumar Rashad, Nicole Regne, Robert G Reynolds, Beverly Ricks, Donna Riggins, Steve Risinger, Marvin Roberson, Dominique Robertson, Lamarkis Robinson, Nick Robinson, Betty Robinson-Harris, Lanny Rodgers, Robert Rodriguez, Selma Rodriguez, Kevin S. Rogers, Joseph Rollins, Kathleen Romeo, Adam Ropp, Ruth Patricia Rosados, Elizabeth Rosch, Andrew Rose, Joel Rosson, Mark Rotondi, Deidrinelle Rouse, Stacey Rowland, Paul Rozzo, Michael Rubin, Steven Ruga, Joshua Ruhlman, Niesha Rush, Brittany Rushing, Karen Russell, Matthew Russo, Stacy Ryan, Richard Ryans, Rick Sabath, Bruce Sanders, Adam Sanderson, Anne Santo, Luis Santos, Anne Savarese, Vincent Savarese, Adam Savett, Stephen Sawyer, Ethan Schaffer, Sara Schauer, Justin J. Schmid, Holly Schmidt, Dean Schrickel, James Schultz, Edward Schwartz, Joely Sciascia, Sonja Scott, John Scribner, Annie Seberson, David Secrist, Shawn Seeley, Janel Sempre, Terry Senn, Alaa Shaaban, Eilene Shaffer, Hiren Shah, Sharon Shank, Kerri Shapiro, Brian Sharnick, Julie Shippy, Tonekia Showell, Svetlana Shtofmakher, Jose Siandre, Sean Silver, Tamika Simmonds, John Simmons, Lenord Simmons, Aryeh Simon, Sassya Simon, Janet Simonitsch, Illya Singh, Edward Siperstein, Justin Sisbarro, Kirk Skinner, Lee Slagle, Lori Smallwood, Dale Smith, Doug Smith, W. Gregory Smith, Brittany Cliff Snyman, Julissa Solano, Shane Somerville, Angela Sonnier, Steven Spagnolo, Michael Spain, David Sparks(PWG 19-94), David Sparks(individually and on behalf of all others similarly situated PWG 18-3703), Kent Spence, Donald Springer, James Sprowl, Jeanine St. Hill, Thomas Stabile, Shelli Stapp, Jody Stephens, Rhonda Stevens, Bahasha Stigall, Tammy Stiller, Daniel Stinson, Karen Stivaletta, Debra Stolte, Sarah Stone, Simon Sum, Samantha Summers, Mary Ann Sundius-Rose, Craig Swanson, Jennifer Sykes, Theresa Sykes, Yanina Szenkman, Debra Talley, Peter Tapling(PWG 19-94), Peter Tapling(PWG

		18-3703), Ben Taylor, Bonnie Taylor, Chris Taylor, Gerald Taylor, Joe Taylor, Melissa Taylor, Alan Teitleman, Kenneth Tew, Nicole Theiss, Carla Theriot, Gordon Thomas, Kia Thomas, Roy Thompson, Michael Thomson, Joseph Throneberry, Matthew Tidd, Pete Tittl, Joseph Tobin, Teresa Tobin, Kent Toft, Valerie Tolliver, Danny Tolver, Beverly Tookey, Matthew Tragarz, Josiah Trager, Michael Traugott, Lori Trent, Robert Trepper, Ryan Truskowski, John Turgon-Schramm, Martin Turnauer, Hope Turner, Edward Twine, Stella Ureno, Mackenzie Van Dam, Thomas Lee Van Doren, Paul Vannoy, Bari Vapnek, Ricardo Vaquer, Audrey Varner, Leo Varshavsky, Lauren Vasiliadis, Edgar Vaynshteyn, Martha Cebrian Vega, Vickie Vetter, David Viggiano, Anne Vitasek, Alan Voll, April Vrtis, Nicholas Walker, Bryan Wallace, Felicia Wallace, Tamara Wallace, John Waller, Kevin Walls, John Walsh, Ronald Walters, James Walton, Andrew Walts, Zhaochuan Wang, Jean Waskiewicz, Curtis Weaver, Ashley Webster, Marc Weinberg, Debra Weinstein, Ira Weintraub, Janet Wender, Marjorie Wheeler, Doreen Whelan, Debra Whiddon, Clara White, Jennifer White, Matthew White, Melissa White, Randolph White, Octavia Wilkerson, Charles Williams, Earline Williams, Eddie Williams, Gerald Williams, Richard Williams, Terella Williams, Keith Williams, William Winkelstein, Linda Winsey, Sheila Wolff, Stacey Wollman, Kelley Womack, Dennis Wooldridge, Maria Wooten, Chris Wright, Dolly Wright, Ronzella Wright-Loftly, Fugong Wu, Linda Wu, Debra Yokoyama, Brittany Young, Glenn Young, Jason Young, Julie Young, Melissa Yurkanin, Shaun Yurtkuran, Jacqueline Zenon, Ricardo Zepeda (Attachments: # 1 Exhibit A to ECF No. 630, # 2 Exhibit C to ECF No. 630, # 3 Exhibit D to ECF No. 630, # 4 Exhibit E to ECF No. 630, # 5 Exhibit F to ECF No. 630, # 6 Exhibit G to ECF No. 630, # 7 Exhibit H to ECF No. 630, # 8 Exhibit I to ECF No. 630, # 9 Exhibit J to ECF No. 630, # 10 Exhibit A to ECF No. 631, # 11 Exhibit B to ECF No. 631, # 12 Exhibit C to ECF No. 631, # 13 Exhibit D to ECF No. 631, # 14 Exhibit E to ECF No. 631)(Ulwick, James) (Entered: 09/02/2020)
09/03/2020	637	PAPERLESS ORDER granting 636 Motion to Seal Certain Exhibits to ECF Nos. 630 and 631 . Signed by Judge Paul W. Grimm on 9/3/2020. (kns, Deputy Clerk) (Entered: 09/03/2020)
09/03/2020	638	REPORT AND RECOMMENDATIONS of Special Master re Allocation. Signed by the Honorable Judge John M. Facciola on 9/3/2020. (ybs, Deputy Clerk) (Entered: 09/03/2020)
09/03/2020	639	ORDER re 638 REPORT AND RECOMMENDATIONS of Special Master re Allocation. Signed by Judge Paul W. Grimm on 9/3/2020. (ybs, Deputy Clerk) (Entered: 09/03/2020)
09/03/2020	640	NOTICE by Marriott International, Inc. re 632 Miscellaneous Correspondence *Notice of Filing Document in Public Record* (Attachments: # 1 Attachment Ex. B to Marriott's August 14, 2020 Letter, # 2 Attachment Ex. C to Marriott's August 14, 2020 Letter) (Ghannoum, Lisa) (Entered: 09/03/2020)
09/03/2020	641	MOTION to Seal *Defendants' Motion for Leave to File Under Seal and In Camera Certain Exhibits to Defendants' Discovery Letters* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC(Ghannoum, Lisa) (Entered: 09/03/2020)
09/03/2020	642	-SEALED - NOTICE of Filing Under Seal Exhibits to Defendants' Motion for Leave to File Under Seal and In Camera Certain Exhibits to Defendants' Discovery Letters by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC re 641 MOTION to Seal *Defendants' Motion for Leave to File Under Seal and In Camera Certain Exhibits to Defendants' Discovery Letters* (Attachments: # 1 Exhibit Ex. D to Marriott's August 14, 2020 Letter (in camera), # 2 Exhibit Ex. E to Marriott's August 14, 2020 Letter (in camera), # 3 Exhibit Ex. F to Marriott's August 14, 2020 Letter (in camera), # 4 Exhibit Ex. G to Marriott's August 14, 2020 Letter (in camera), # 5 Exhibit

		Ex. H to Marriott's August 14, 2020 Letter (in camera), # 6 Exhibit Ex. I to Marriott's August 14, 2020 Letter (in camera), # 7 Exhibit Ex. J to Marriott's August 14, 2020 Letter (in camera), # 8 Exhibit Ex. J.1 to Marriott's August 14, 2020 Letter (in camera), # 9 Exhibit Ex. K to Marriott's August 14, 2020 Letter (in camera), # 10 Exhibit Ex. K.1 to Marriott's August 14, 2020 Letter (in camera), # 11 Exhibit Ex. L to Marriott's August 14, 2020 Letter (in camera), # 12 Exhibit Ex. M to Marriott's August 14, 2020 Letter (in camera), # 13 Exhibit Ex. N to Marriott's August 14, 2020 Letter (in camera)) (Ghannoum, Lisa) (Entered: 09/03/2020)
09/03/2020	643	-SEALED-Supplemental MOTION to Seal *Exhibit B to Consumer Plaintiffs' July 17, 2020 Letter Brief (ECF No. 630)* by Tom Abogabal, Latoya Aguillard, Scott Aigen, Stacey K. Allen, Edmund Alves, Anne Marie Amarena, Annemarie Amarena, Melissa Ames, Debra Anthony, Amanda Arnold, Lisa Axelrod, Aline Baca, Edward Baker, Robert Baker, Bank of Louisiana, Bank of Louisiana, Nathan Royce Banks, Jamie Bannon, Robert Barbour, Raymond J. Barkley, Joanne Barrett, Brad Barringer, Dena Barron, Ann Bascom, Dana Bass, Paulette Beale, Kiana Belcher, Harry Bell, Shaun Belland, Terrie Bennett, Kimberly Bentley, Adam Benwitz, Diane Bernard, David Bernstein, Catherine Berrahou, Kevin Berry, Michael Betit, Susan Beverley(PWG 19-94), Michaela Bittner, Darrell Black, Juliet Black, Winnie Blackwell, Douglas Blake, Michael Blicher, Carol Blood, Steven Bloom, Robert Bluestone, Heidi Bodian, Bridget Bodie-Papino, Michelle Bonifacio, Tanesha Boradgiak, Teresa Borman, Adam Borst, Candace Boston, Cory Bovair, Ronald Bowers, Travis Bowlby, Celia Bowman, Connie Bowman, Katesha Box, Miriam Boyd, William Boyd, William Boyd(individually and on behalf of all others similarly situated PWG 19-1091), Julia Boykin, Tracy Bradford, Tracy Bradford Lockaby, Anitra Bradley, Brian Braid, Marvin Braun, Lawrence Brenner, Byron Brewer, Barbara Brooks, Dorothy Brooks, Adrianne Brown, LaToya Brown, David Bruemmer, Terrance D. Bulger, Michael Bunker, Brenda Burr, Mary K. Bush, Yvette Butler, Cheryl Butler-Adams, Kylie Byron, Kathrina Cajigal, Cole Callahan, Valerie Campanella, Alisha Campbell, Cayla Campbell, Claudia Canedo, Chastity Canfall, Shelia Canipe, Deana Cannon, Salvatore Caponigro, Elizabeth Capper, Catherine Carlberg, Arhonda Carlisle, Ruthanne Carpenter, Yvette Caruthers, Louann Cashill, Luke Castle, Cheryl Castor, Michael Castor, Mark Catuogno, Jacquelyn Cauble, Chris Cervantes(PWG 18-3933), Chris Cervantes(On behalf of Himself and All Others Similarly PWG 18-3835), Penn Chabrow, Crystal Chambers, Michael Charron, Amy Chen, Kevin Cheng, Raphael Chieke, Cindy Chism, Nycole Chisum, Kathleen Christensen, Davin Christiansen, Michael C. Christner, Ryan Ciavarra, City of Chicago, Edward Claffy, John Coakley, Rob Colletti, Brady Collins, David Collins, Elizabeth Collins, Kevin Collins, Prudence Concert-White, Rita Connuck, Scott Coogan, Carol Cook, James Cook, Meghan Cook, Sherri Cook, Kristie Cooley, Laura Coombs, Cassandra Cooper, Eric Cooper, William Copeland, Kathryn Costa, John H. Cottrell, Sheila Coughlin, Jeri Covington, Kelly Cox, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Matthew Crabtree, Ivette Crawford, Bret Crockett, Roger Cullen, Curtis Cummings, Elizabeth Cunningham, Ebony Currie, Leslie Dallner, Betty Dampier, Davidez Dampier, Barbara Dane, Patricia Daughtery, Mary Ellen Davey, Christopher Davies, Dorothy Davis, Julie Davis, Karen Davis, Kenneth Davis, Kimberly R. Davis, Nikki Davis, Randall Davis, Richard Davis, Shanti Davis, Graves De Armond, Sean DeMarco, Cynthia Deese, Austin Delaney, Denee Delnay, Gerald Deloss, Jenn Demarco, Sherry Denny, Dennis Desalvo, Benjamin Desantis, May Desrochers, Parth Detroja, Jobe Anthony Diagne, Scott Dias, Mark Diefenbach, Sami Difuntorum, Gary Dittemore, Jonathan Dodart, Tammy Doles, Robert Dorfman, Lisa Dotson, Nathlie Dowdell, Perkins Drake, Lula Draper, Eric Dubitsky, Julie Duchsherer, Tommy Dudley, Alexander Duff, Mark Duffey, India Dugat, Nitya Bodhi Durant, Andrea Durkee, Stephanie Dyer, Allison Eells, Gretchen Ehle, Vance Edward Eichelberger, Todd Joseph Elliot, Brad Ellish, Michele Emanuele, Carla Engle,

Barbara Erickson, Jeffrey Erlbaum, Destiny Esper, Nathan Esquerra, Thomas Evankovich, Julie Evans, Romel Fajardo, Jeremiah Fanyui, Scott Farkas, James Marshall Farmer, David Fasolino, Annette Fears, Michelle Featherstone, Ronald Michael Feschak, Nathan Finney(PWG 19-94), Jerome Fisher, Arnold Fishon, Eric Fishon, Bruce Fitzgerald, Jill Fleisher, Sara Flesch, Amber Flor, Sharay Floyd, Donna Fontaine, Jeral Forger, Adam Fornal, Shaelyn Forrest, William Forrester, Michael J. Fox, Nicholas Frazer, Janice Frazier-Scott, Lisa Frederickson, Arlona Fredrickson, Michael Freeland, Philip S. Friedman, Philip Friedman, Lisa Fritz, Lisa Gadsby, Cindy Gaines, Marlon Gaines, Torri A. Gaines, Steve Gajewski, Christopher Galasso, Pablo Gallegos, Kathy Gallivan, Laurene Gallway, Mike Galvin, Robert Gamburg, Julie Ganuelas, Fae Garden, Mark Gardner, Kerry Gates, Eric Gault, Natalene Gauna, Betsy Gentry, Mitchell Gerson, Kim Gibbs, Scott Gideon, John Gilliland, John Gilmour, Maxine Glass, Paula Glass, Robert Glass, Jon Goldberg, Barry Golin, Kimberly Gomez, Laura Gononian, Billy Goodman, Jesse Gore, Erik Goudie, Brian Grady, Africa Green, Lonja Green, Angela Gresh, John Stephen Griesenbeck, Latausha Griffin, Cynthia Griffith, Jernard Griggs, Dale Grimes, Alyssa Groski, Samir Gupta, Robert Guzikowski, Gertie Haese, Anna L. Haley, Raven Hall, Trish Hamilton Cobourn, Edward Hanley, Laurie Hansen, Charles Hanson, Zakaria Haque, James Hardin, John Hariaczyi, Chris Harris, Lillian Harris, Tanya Harris, Sheila Harrison, Basimah Hasan, Philip Haskett, Timothy Hawkins, Danielle Hayes, Robeson Heard, Phyllis Hecker, Amber Helton, Lisa Henderson, Samantha Hendricks, Norbert Hennrich, Brian Herman, Jose Herrera, Luis Herrera, Kathleen Frakes Hevener, Andrew Hickner, Thomas Hickner, Tobias Hinsch, Eric Hippeau, Donna Hiteshew, Robin Hollingsworth, Paul Holloway, Jeri Holt-Minter, Mary Hopson, Tenise Houston, Sara Howe, Virginia Howell, Kirk Huddles, Talitha Huddleston, Donna Hughes, Patricia Huizar, Gennell Hunter, Mary Hunter, Cynthia Husebo, Dustin Iagulli, Chasity Jackson, Christina Jackson, Tameka Jackson, Tamika Jackson, Robert Jamerson, Steven Jamison, Aaron Janik, Kyle Jaski, Michael Jennings, David Johnson, David Johnson, III, Lisa Johnson, Marlo Johnson, Monica Johnson, Cleary Johs, Ron Jones, Shakimberly Jones, Matt Jordan, Nikole Jordan, Shana Jordan, Teisha Jordan, Robert Josephberg, Mary Jo Jurey, Robert Kaiser, Camara Karamatic, Peter Karkazis, Lucy Karl, Robert Keil, Jeffrey Kemp, Raymond Kerkvliet, Marybeth Kern, Matthew Kiesel, Helen Kim, David J. Kimmel, Dianne King, Nicole King, Linda Kite, Pegi Klaess, Mark Kleiman, Joan Knudson, Kenton Kolstad, Robert Korn, Sarah Korwan, Ronald Kotz, Deborah Koulpasis, Ellen Kowitt, Garry Kravit, Morris Kris, Stanley Kubinski, Shantonu Kundu, Julius Kuperberg, Yong Woo Stephano Kwon, Tina Lapene, Anthony Latore, Bob Lavine, Doris Lavine, Robin Lawler, Irma Lawrence, Fredric Lazarus, Krystal Lear, Greg Leeb, Maretta Leitka, Donna Level, Jonathan Levy, Deborah Lewandowski, Courtney Lewis, Jahmelia Lewis, Rik Lewis, Tishaunda Lewis, Valerie Lewis, Violet Limen, Charles Lindsey, Agnieszka Lizewska, Jay Lockaby, Ashley Logan, Brent Long, Melanie Lopez, Beverly Louk, Shayla Lowry, Juan Lozano, Kathryn Lucas, Savannah Louise Lyon, Elizabeth Lyons, Tiffany Maberry, Monica Celeste Madolora, Rita Mair, Maria Maisto, Peter Maldini, Charity Maldonado, Anthony Malfi, Suzanne Mallon, Samuel Mangano, Deann Mankell, Yisroel Mann, Mike Manno, Bryan Mantei, Pauline Marco, Denitrice Marks, Karen Markus-Handis, Andrea Marshall, Abdjul Martin, Anthony Martin, Leslie Martin, Mark Mason, Maria Masucci, Patrice Matthews, Mark Maxey, Elizabeth Maxwell, Olivia May, Brent McArthur, John McCoy, Anastasia McGee, Dennis McGrath, Lisa McGuire, Gwendolyn McNeal, Susan Mcintosh, Eric Mcpherson, Deborah Meade, Cindy Medeiros, David Melendez, Michael Mendez, Chloe Merjil, Collin Messer, Laura Messier, Gary Meter, Holger Meyer, Leon Meyer, Cheryl Pilon Meyer, Daniel Meyerson, Debra Michaud, Ted Michelakos, Jack Milam, Cariss Milano, Kim Miller, Mary Ann Miller, Shane Miller, Judy Mills, Eric Mitchell, Nancy Molesworth, Vickie Mondane, Gabrielle Moore, Jason Moore, Jeremiah Moore, John P. Moore, Pamela Moore, Tanika Moore, Oscar Moreno, Chalise Morris, Chris Morris, Kris Morris,

Andrew J. Mortensen, John Moy, David Moyer, William Muckelroy II, Albert Muick, Susan Mullins, Jose Munoz, Gwendolyn Murai, Bryan E. Murphy, Maggie Murphy, Ron Musto, Heidi Myers, Howard William Myones, Amelia Naccarto-Coleman, Maria Naclerio, Jonathan Nateghi-Asli, Victoria Neikirk, Sarah Newcomb, Joel Nice, Seraphin Nicholson, Dianna Nolan, Clarice Notley, Cina Nouri, Paula OBrien, Luther B Oakes, Dorothy Odie, Jeffrey Oelhafen, Monica Ogawa, Gerard Ohara, Sherita Olive-Miller, Christina Olsen, Sandra Ortner, Carol Ostapchuk, Anita Overton-Smith, Steven Owens, Asim Padh, Alicia Page, Nikki Page, Rebecca Pageau, Derrick Palmer, Justin Palmer, Kevin Parker, Darrel Parris, Janlisa Parris, Michael Anthony Partland, Douglas Patton, Daniel Paul, Curtis Payne, Dallas Perkins, Shanisha Perkins, Darren Perks, Lawrence Perlmutter, Patrice Perrier, Kenneth Peterson, Yaroslava Petraitis, Terri Pettiford, Michelle Pfannenstiel, Sean Phillips, Sean Phillips(PWG 18-3933), Michael Piana, Cherly Pilon, Jeninne Pitts, Patrick Plank, Michelle Plotsker, Michael Podesta, Juli Poloway, Emily Poltrack, Alice Poole, Brandon Post, George Pouliot, Walter Powell, Christopher Pratt, Andrea Preston, Kashanna Price, Tammy Pry, Benjamin Quinn, Linda Quinones, Susan Goldfine Raab, Susan Raab, David Rado, Frank Ragan(PWG 18-3933), Frank Ragan, Burnease Ragin, Jeffrey Rahn, Michael Raimondi, Karen Rambat, Giorgio Ramirez, Lisa Ramirez, Lupe Ramos, Thomas J. Rapak, Michael Rapp, Kumar Rashad, Nicole Regne, Robert G Reynolds, Beverly Ricks, Donna Riggins, Steve Risinger, Marvin Roberson, Dominique Robertson, Lamarkis Robinson, Nick Robinson, Betty Robinson-Harris, Lanny Rodgers, Robert Rodriguez, Selma Rodriguez, Kevin S. Rogers, Joseph Rollins, Kathleen Romeo, Adam Ropp, Ruth Patricia Rosados, Elizabeth Rosch, Andrew Rose, Joel Rosson, Mark Rotondi, Deidrinelle Rouse, Stacey Rowland, Paul Rozzo, Michael Rubin, Steven Ruga, Joshua Ruhlman, Niesha Rush, Brittany Rushing, Karen Russell, Matthew Russo, Stacy Ryan, Richard Ryans, Rick Sabath, Bruce Sanders, Adam Sanderson, Anne Santo, Luis Santos, Anne Savarese, Vincent Savarese, Adam Savett, Stephen Sawyer, Ethan Schaffer, Sara Schauer, Justin J. Schmid, Holly Schmidt, Dean Schrickel, James Schultz, Edward Schwartz, Joely Sciascia, Sonja Scott, John Scribner, Annie Seberson, David Secrist, Shawn Seeley, Janel Sempre, Terry Senn, Alaa Shaaban, Eilene Shaffer, Hiren Shah, Sharon Shank, Kerri Shapiro, Brian Sharnick, Julie Shippy, Tonekia Showell, Svetlana Shtofmakher, Jose Siandre, Sean Silver, Tamika Simmonds, John Simmons, Lenord Simmons, Aryeh Simon, Sassya Simon, Janet Simonitsch, Illya Singh, Edward Siperstein, Justin Sisbarro, Kirk Skinner, Lee Slagle, Lori Smallwood, Dale Smith, Doug Smith, W. Gregory Smith, Brittany Cliff Snyman, Julissa Solano, Shane Somerville, Angela Sonnier, Steven Spagnolo, Michael Spain, David Sparks(PWG 19-94), David Sparks(individually and on behalf of all others similarly situated PWG 18-3703), Kent Spence, Donald Springer, James Sprowl, Jeanine St. Hill, Thomas Stabile, Shelli Stapp, Jody Stephens, Rhonda Stevens, Bahasha Stigall, Tammy Stiller, Daniel Stinson, Karen Stivaletta, Debra Stolte, Sarah Stone, Simon Sum, Samantha Summers, Mary Ann Sundius-Rose, Craig Swanson, Jennifer Sykes, Theresa Sykes, Yanina Szenkman, Debra Talley, Peter Tapling(PWG 19-94), Peter Tapling(PWG 18-3703), Ben Taylor, Bonnie Taylor, Chris Taylor, Gerald Taylor, Joe Taylor, Melissa Taylor, Alan Teitleman, Kenneth Tew, Nicole Theiss, Carla Theriot, Gordon Thomas, Kia Thomas, Roy Thompson, Michael Thomson, Joseph Throneberry, Matthew Tidd, Pete Tittl, Joseph Tobin, Teresa Tobin, Kent Toft, Valerie Tolliver, Danny Tolver, Beverly Tookey, Matthew Tragarz, Josiah Trager, Michael Traugott, Lori Trent, Robert Trepper, Ryan Truskowski, John Turgon-Schramm, Martin Turnauer, Hope Turner, Edward Twine, Stella Ureno, Mackenzie Van Dam, Thomas Lee Van Doren, Paul Vannoy, Bari Vapnek, Ricardo Vaquer, Audrey Varner, Leo Varshavsky, Lauren Vasiliadis, Edgar Vaynshteyn, Martha Cebrian Vega, Vickie Vetter, David Viggiano, Anne Vitasek, Alan Voll, April Vrtis, Nicholas Walker, Bryan Wallace, Felicia Wallace, Tamara Wallace, John Waller, Kevin Walls, John Walsh, Ronald Walters, James Walton, Andrew Walts, Zhaochuan Wang, Jean Waskiewicz, Curtis Weaver, Ashley Webster, Marc Weinberg, Debra Weinstein, Ira

		Weintraub, Janet Wender, Marjorie Wheeler, Doreen Whelan, Debra Whiddon, Clara White, Jennifer White, Matthew White, Melissa White, Randolph White, Octavia Wilkerson, Charles Williams, Earline Williams, Eddie Williams, Gerald Williams, Richard Williams, Terella Williams, Keith Williams, William Winkelstein, Linda Winsey, Sheila Wolff, Stacey Wollman, Kelley Womack, Dennis Wooldridge, Maria Wooten, Chris Wright, Dolly Wright, Ronzella Wright-Loftly, Fugong Wu, Linda Wu, Debra Yokoyama, Brittany Young, Glenn Young, Jason Young, Julie Young, Melissa Yurkanin, Shaun Yurtkuran, Jacqueline Zenon, Ricardo Zepeda (Attachments: # 1 Exhibit B)(Ulwick, James) (Entered: 09/03/2020)
09/03/2020	644	NOTICE by Tom Abogabal, Latoya Aguillard, Scott Aigen, Stacey K. Allen, Edmund Alves, Anne Marie Amarena, Annemarie Amarena, Melissa Ames, Debra Anthony, Amanda Arnold, Lisa Axelrod, Aline Baca, Edward Baker, Robert Baker, Bank of Louisiana, Nathan Royce Banks, Jamie Bannon, Robert Barbour, Raymond J. Barkley, Joanne Barrett, Brad Barringer, Dena Barron, Ann Bascom, Dana Bass, Paulette Beale, Kiana Belcher, Harry Bell, Shaun Belland, Terrie Bennett, Kimberly Bentley, Adam Benwitz, Diane Bernard, David Bernstein, Catherine Berrahou, Kevin Berry, Michael Betit, Susan Beverley(PWG 19-94), Michaela Bittner, Darrell Black, Juliet Black, Winnie Blackwell, Douglas Blake, Michael Blicher, Carol Blood, Steven Bloom, Robert Bluestone, Heidi Bodian, Bridget Bodie-Papino, Michelle Bonifacio, Tanesha Boradgiak, Teresa Borman, Adam Borst, Candace Boston, Cory Bovair, Ronald Bowers, Travis Bowlby, Celia Bowman, Connie Bowman, Katesha Box, Miriam Boyd, William Boyd, William Boyd(individually and on behalf of all others similarly situated PWG 19-1091), Julia Boykin, Tracy Bradford, Tracy Bradford Lockaby, Anitra Bradley, Brian Braid, Marvin Braun, Lawrence Brenner, Byron Brewer, Barbara Brooks, Dorothy Brooks, Adrianne Brown, LaToya Brown, David Bruemmer, Terrance D. Bulger, Michael Bunker, Brenda Burr, Yvette Butler, Cheryl Butler-Adams, Kylie Byron, Kathrina Cajigal, Cole Callahan, Valerie Campanella, Alisha Campbell, Cayla Campbell, Claudia Canedo, Chastity Canfall, Shelia Canipe, Deana Cannon, Salvatore Caponigro, Elizabeth Capper, Catherine Carlberg, Arhonda Carlisle, Ruthanne Carpenter, Yvette Caruthers, Louann Cashill, Luke Castle, Cheryl Castor, Michael Castor, Mark Catuogno, Jacquelyn Cauble, Chris Cervantes(PWG 18-3933), Chris Cervantes(On behalf of Himself and All Others Similarly PWG 18-3835), Penn Chabrow, Crystal Chambers, Michael Charron, Amy Chen, Kevin Cheng, Raphael Chieke, Cindy Chism, Nycole Chisum, Kathleen Christensen, Davin Christiansen, Michael C. Christner, Ryan Ciavarra, City of Chicago, Edward Claffy, John Coakley, Rob Colletti, Brady Collins, David Collins, Elizabeth Collins, Kevin Collins, Prudence Concert-White, Rita Connuck, Scott Coogan, Carol Cook, James Cook, Meghan Cook, Sherri Cook, Kristie Cooley, Laura Coombs, Cassandra Cooper, Eric Cooper, William Copeland, Kathryn Costa, John H. Cottrell, Sheila Coughlin, Jeri Covington, Kelly Cox, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Matthew Crabtree, Ivette Crawford, Bret Crockett, Roger Cullen, Curtis Cummings, Elizabeth Cunningham, Ebony Currie, Leslie Dallner, Betty Dampier, Davidez Dampier, Barbara Dane, Patricia Daughtery, Mary Ellen Davey, Christopher Davies, Dorothy Davis, Julie Davis, Karen Davis, Kenneth Davis, Kimberly R. Davis, Nikki Davis, Randall Davis, Richard Davis, Shanti Davis, Graves De Armond, Sean DeMarco, Cynthia Deese, Austin Delaney, Denee Delnay, Gerald Deloss, Jenn Demarco, Sherry Denny, Dennis Desalvo, Benjamin Desantis, May Desrochers, Parth Detroja, Jobe Anthony Diagne, Scott Dias, Mark Diefenbach, Sami Difuntorum, Gary Dittemore, Jonathan Dodart, Tammy Doles, Robert Dorfman, Lisa Dotson, Nathlie Dowdell, Perkins Drake, Lula Draper, Eric Dubitsky, Julie Duchsherer, Tommy Dudley, Alexander Duff, Mark Duffey, India Dugat, Nitya Bodhi Durant, Andrea Durkee, Stephanie Dyer, Allison Eells, Gretchen Ehle, Vance Edward Eichelberger, Todd Joseph Elliot, Brad Ellish, Michele Emanuele, Carla Engle, Barbara Erickson, Jeffrey Erlbaum,

Destiny Esper, Nathan Esquerra, Thomas Evankovich, Julie Evans, John M. Facciola, Romel Fajardo, Jeremiah Fanyui, Scott Farkas, James Marshall Farmer, David Fasolino, Annette Fears, Michelle Featherstone, Ronald Michael Feschak, Nathan Finney(PWG 19-94), Jerome Fisher, Arnold Fishon, Eric Fishon, Bruce Fitzgerald, Jill Fleisher, Sara Flesch, Amber Flor, Sharay Floyd, Donna Fontaine, Jeral Forger, Adam Fornal, Shaelyn Forrest, William Forrester, Michael J. Fox, Nicholas Frazer, Janice Frazier-Scott, Lisa Frederickson, Arlona Fredrickson, Michael Freeland, Philip S. Friedman, Philip Friedman, Lisa Fritz, Lisa Gadsby, Cindy Gaines, Marlon Gaines, Torri A. Gaines, Steve Gajewski, Christopher Galasso, Pablo Gallegos, Kathy Gallivan, Laurene Gallway, Mike Galvin, Robert Gamburg, Julie Ganuelas, Fae Garden, Mark Gardner, Kerry Gates, Eric Gault, Natalene Gauna, Betsy Gentry, Mitchell Gerson, Kim Gibbs, Scott Gideon, John Gilliland, John Gilmour, Maxine Glass, Paula Glass, Robert Glass, Jon Goldberg, Barry Golin, Kimberly Gomez, Laura Gononian, Billy Goodman, Jesse Gore, Erik Goudie, Brian Grady, Africa Green, Lonja Green, Angela Gresh, John Stephen Griesenbeck, Latausha Griffin, Cynthia Griffith, Jernard Griggs, Dale Grimes, Alyssa Groski, Samir Gupta, Robert Guzikowski, Gertie Haese, Anna L. Haley, Raven Hall, Trish Hamilton Cobourn, Edward Hanley, Laurie Hansen, Charles Hanson, Zakaria Haque, James Hardin, John Hariaczyi, Chris Harris, Lillian Harris, Tanya Harris, Sheila Harrison, Basimah Hasan, Philip Haskett, Timothy Hawkins, Danielle Hayes, Robeson Heard, Phyllis Hecker, Amber Helton, Lisa Henderson, Samantha Hendricks, Norbert Hennrich, Brian Herman, Jose Herrera, Luis Herrera, Kathleen Frakes Hevener, Andrew Hickner, Thomas Hickner, Tobias Hinsch, Donna Hiteshew, Robin Hollingsworth, Paul Holloway, Jeri Holt-Minter, Mary Hopson, Tenise Houston, Sara Howe, Virginia Howell, Kirk Huddles, Talitha Huddleston, Donna Hughes, Patricia Huizar, Gennell Hunter, Mary Hunter, Cynthia Husebo, Dustin Iagulli, Chasity Jackson, Christina Jackson, Tameka Jackson, Tamika Jackson, Robert Jamerson, Steven Jamison, Aaron Janik, Kyle Jaski, Michael Jennings, David Johnson, David Johnson, III, Lisa Johnson, Marlo Johnson, Monica Johnson, Cleary Johs, Ron Jones, Shakimberly Jones, Matt Jordan, Nikole Jordan, Shana Jordan, Teisha Jordan, Robert Josephberg, Mary Jo Jurey, Robert Kaiser, Camara Karamatic, Peter Karkazis, Lucy Karl, Robert Keil, Jeffrey Kemp, Raymond Kerkvliet, Marybeth Kern, Matthew Kiesel, Helen Kim, David J. Kimmel, Dianne King, Nicole King, Linda Kite, Pegi Klaess, Mark Kleiman, Joan Knudson, Kenton Kolstad, Robert Korn, Sarah Korwan, Ronald Kotz, Deborah Koulpasis, Ellen Kowitt, Garry Kravit, Morris Kris, Stanley Kubinski, Shantonu Kundu, Julius Kuperberg, Yong Woo Stephano Kwon, Tina Lapene, Anthony Latore, Bob Lavine, Doris Lavine, Robin Lawler, Irma Lawrence, Fredric Lazarus, Krystal Lear, Greg Leeb, Maretta Leitka, Donna Level, Jonathan Levy, Deborah Lewandowski, Courtney Lewis, Jahmelia Lewis, Rik Lewis, Tishaunda Lewis, Valerie Lewis, Violet Limen, Charles Lindsey, Agnieszka Lizewska, Jay Lockaby, Ashley Logan, Brent Long, Melanie Lopez, Beverly Louk, Shayla Lowry, Juan Lozano, Kathryn Lucas, Savannah Louise Lyon, Elizabeth Lyons, Tiffany Maberry, Monica Celeste Madolora, Rita Mair, Maria Maisto, Peter Maldini, Charity Maldonado, Anthony Malfi, Suzanne Mallon, Samuel Mangano, Deann Mankell, Yisroel Mann, Mike Manno, Bryan Mantei, Pauline Marco, Denitrice Marks, Karen Markus-Handis, Andrea Marshall, Abdjul Martin, Anthony Martin, Leslie Martin, Mark Mason, Maria Masucci, Patrice Matthews, Mark Maxey, Elizabeth Maxwell, Olivia May, Brent McArthur, John McCoy, Anastasia McGee, Dennis McGrath, Lisa McGuire, Gwendolyn McNeal, Susan Mcintosh, Eric Mcpherson, Deborah Meade, Cindy Medeiros, David Melendez, Michael Mendez, Chloe Merjil, Collin Messer, Laura Messier, Gary Meter, Holger Meyer, Leon Meyer, Cheryl Pilon Meyer, Daniel Meyerson, Debra Michaud, Ted Michelakos, Jack Milam, Cariss Milano, Kim Miller, Mary Ann Miller, Peter Miller, Shane Miller, Judy Mills, Eric Mitchell, Nancy Molesworth, Vickie Mondane, Gabrielle Moore, Jason Moore, Jeremiah Moore, John P. Moore, Pamela Moore, Tanika Moore, Oscar Moreno, Chalise Morris, Chris Morris, Kris Morris, Andrew J. Mortensen, John Moy, David Moyer,

William Muckelroy II, Albert Muick, Susan Mullins, Jose Munoz, Gwendolyn Murai, Bryan E. Murphy, Maggie Murphy, Ron Musto, Heidi Myers, Howard William Myones, Amelia Naccarto-Coleman, Maria Naclerio, Jonathan Nateghi-Asli, Victoria Neikirk, Sarah Newcomb, Joel Nice, Seraphin Nicholson, Dianna Nolan, Clarice Notley, Cina Nouri, Paula OBrien, Luther B Oakes, Dorothy Odie, Jeffrey Oelhafen, Monica Ogawa, Gerard Ohara, Sherita Olive-Miller, Christina Olsen, Sandra Ortner, Carol Ostapchuk, Anita Overton-Smith, Steven Owens, Asim Padh, Alicia Page, Nikki Page, Rebecca Pageau, Derrick Palmer, Justin Palmer, Kevin Parker, Darrel Parris, Janlisa Parris, Michael Anthony Partland, Douglas Patton, Daniel Paul, Curtis Payne, Dallas Perkins, Shanisha Perkins, Darren Perks, Lawrence Perlmutter, Patrice Perrier, Kenneth Peterson, Yaroslava Petraitis, Terri Pettiford, Michelle Pfannenstiel, Sean Phillips, Sean Phillips(PWG 18-3933), Michael Piana, Cherly Pilon, Jeninne Pitts, Patrick Plank, Michelle Plotsker, Michael Podesta, Juli Poloway, Emily Poltrack, Alice Poole, Brandon Post, George Pouliot, Walter Powell, Christopher Pratt, Andrea Preston, Kashanna Price, Tammy Pry, Benjamin Quinn, Linda Quinones, Susan Goldfine Raab, Susan Raab, David Rado, Frank Ragan(PWG 18-3933), Frank Ragan, Burnease Ragin, Jeffrey Rahn, Michael Raimondi, Karen Rambat, Giorgio Ramirez, Lisa Ramirez, Lupe Ramos, Thomas J. Rapak, Michael Rapp, Kumar Rashad, Nicole Regne, Robert G Reynolds, Beverly Ricks, Donna Riggins, Steve Risinger, Marvin Roberson, Dominique Robertson, Lamarkis Robinson, Nick Robinson, Betty Robinson-Harris, Lanny Rodgers, Robert Rodriguez, Selma Rodriguez, Kevin S. Rogers, Joseph Rollins, Kathleen Romeo, Adam Ropp, Ruth Patricia Rosados, Elizabeth Rosch, Andrew Rose, Joel Rosson, Mark Rotondi, Deidrinelle Rouse, Stacey Rowland, Paul Rozzo, Michael Rubin, Steven Ruga, Joshua Ruhlman, Niesha Rush, Brittany Rushing, Karen Russell, Matthew Russo, Stacy Ryan, Richard Ryans, Rick Sabath, Bruce Sanders, Adam Sanderson, Anne Santo, Luis Santos, Anne Savarese, Vincent Savarese, Adam Savett, Stephen Sawyer, Ethan Schaffer, Sara Schauer, Justin J. Schmid, Holly Schmidt, Dean Schrickel, James Schultz, Edward Schwartz, Joely Sciascia, Sonja Scott, John Scribner, Annie Seberson, David Secrist, Shawn Seeley, Janel Sempre, Terry Senn, Alaa Shaaban, Eilene Shaffer, Hiren Shah, Sharon Shank, Kerri Shapiro, Brian Sharnick, Julie Shippy, Tonekia Showell, Svetlana Shtofmakher, Jose Siandre, Sean Silver, Tamika Simmonds, John Simmons, Lenord Simmons, Aryeh Simon, Sassya Simon, Janet Simonitsch, Illya Singh, Edward Siperstein, Justin Sisbarro, Kirk Skinner, Lee Slagle, Lori Smallwood, Dale Smith, Doug Smith, W. Gregory Smith, Brittany Cliff Snyman, Julissa Solano, Shane Somerville, Angela Sonnier, Steven Spagnolo, Michael Spain, David Sparks(PWG 19-94), David Sparks(individually and on behalf of all others similarly situated PWG 18-3703), Kent Spence, Donald Springer, James Sprowl, Jeanine St. Hill, Thomas Stabile, Shelli Stapp, Starwood Hotels and Resorts Worldwide, LLC, Jody Stephens, Rhonda Stevens, Bahasha Stigall, Tammy Stiller, Daniel Stinson, Karen Stivaletta, Debra Stolte, Sarah Stone, Simon Sum, Samantha Summers, Mary Ann Sundius-Rose, Craig Swanson, Jennifer Sykes, Theresa Sykes, Yanina Szenkman, Debra Talley, Peter Tapling(PWG 19-94), Peter Tapling(PWG 18-3703), Ben Taylor, Bonnie Taylor, Chris Taylor, Gerald Taylor, Joe Taylor, Melissa Taylor, Alan Teitleman, Kenneth Tew, Nicole Theiss, Carla Theriot, Gordon Thomas, Kia Thomas, Roy Thompson, Michael Thomson, Joseph Throneberry, Matthew Tidd, Pete Tittl, Joseph Tobin, Teresa Tobin, Kent Toft, Valerie Tolliver, Danny Tolver, Beverly Tookey, Matthew Tragarz, Josiah Trager, Michael Traugott, Lori Trent, Robert Trepper, Ryan Truskowski, John Turgon-Schramm, Martin Turnauer, Hope Turner, Edward Twine, Stella Ureno, Mackenzie Van Dam, Thomas Lee Van Doren, Paul Vannoy, Bari Vapnek, Ricardo Vaquer, Audrey Varner, Leo Varshavsky, Lauren Vasiliadis, Edgar Vaynshteyn, Martha Cebrian Vega, Vickie Vetter, David Viggiano, Anne Vitasek, Alan Voll, April Vrtis, Nicholas Walker, Bryan Wallace, Felicia Wallace, Tamara Wallace, John Waller, Kevin Walls, John Walsh, Ronald Walters, James Walton, Andrew Walts, Zhaochuan Wang, Jean Waskiewicz, Curtis Weaver, Ashley Webster, Marc Weinberg, Debra

		Weinstein, Ira Weintraub, Janet Wender, Marjorie Wheeler, Doreen Whelan, Debra Whiddon, Clara White, Jennifer White, Matthew White, Melissa White, Randolph White, Octavia Wilkerson, Charles Williams, Earline Williams, Eddie Williams, Gerald Williams, Richard Williams, Terella Williams, Keith Williams, William Winkelstein, Linda Winsey, Sheila Wolff, Stacey Wollman, Kelley Womack, Dennis Wooldridge, Maria Wooten, Chris Wright, Dolly Wright, Ronzella Wright-Loftly, Fugong Wu, Linda Wu, Debra Yokoyama, Brittany Young, Glenn Young, Jason Young, Julie Young, Melissa Yurkanin, Shaun Yurtkuran, Jacqueline Zenon, Ricardo Zepeda re 630 Miscellaneous Correspondence *Notice of Filing Document in Public Record - Ex. K to Consumer Plaintiffs' 7/17/2020 Letter Brief* (Attachments: # 1 Exhibit K)(Ulwick, James) (Entered: 09/03/2020)
09/04/2020	645	PAPERLESS ORDER granting 641 Motion to Seal. Signed by Judge Paul W. Grimm on 9/4/2020. (ybs, Deputy Clerk) (Entered: 09/04/2020)
09/04/2020	646	PAPERLESS ORDER granting 643 Motion to Seal. Signed by Judge Paul W. Grimm on 9/4/2020. (ybs, Deputy Clerk) (Entered: 09/04/2020)
09/08/2020	647	MOTION to Dismiss *the Third Amended Class Action Complaint* by Arne M. Sorenson, Bao Giang Val Bauduin, Mary K. Bush, Frederick A. Henderson, Bruce Hoffmeister, Lawrence W. Kellner, Aylwin B. Lewis, Marriott International, Inc., George Munoz, Kathleen Kelly Oberg (Attachments: # 1 Memorandum in Support, # 2 Exhibit A, # 3 Exhibit B, # 4 Appendix, # 5 Text of Proposed Order)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Mendro, Jason) (Entered: 09/08/2020)
09/14/2020	648	RESPONSE re 628 Miscellaneous Correspondence, *Opposition to Motion for Sanctions* filed by Bank of Louisiana. (Attachments: # 1 Exhibit Exhibit 1, # 2 Exhibit Exhibit 2, # 3 Exhibit Exhibit 3)(Sinclair, William) (Entered: 09/14/2020)
09/14/2020	649	REPORT AND RECOMMENDATIONS of Special Master re credit card numbers. Signed by the Honorable John M. Facciola on 9/14/2020. (kns, Deputy Clerk) (Entered: 09/15/2020)
09/15/2020	650	OBJECTION to 634 Report and Recommendations by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC. (Keteltas, Gilbert) (Entered: 09/15/2020)
09/15/2020	651	OBJECTION to 634 Report and Recommendations by Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Gary Meter, Cheryl Pilon Meyer, Mary Ann Miller, Kris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran. (Keller, Amy) (Entered: 09/15/2020)
09/16/2020	652	OBJECTION to 634 Report and Recommendations by Anne Marie Amarena, Harry

		Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Gary Meter, Cheryl Pilon Meyer, Mary Ann Miller, Chris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran. (Keller, Amy) (Entered: 09/16/2020)
09/21/2020	653	RESPONSE in Support re 628 Miscellaneous Correspondence, *Marriott Reply letter* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC. (Keteltas, Gilbert) (Entered: 09/21/2020)
09/28/2020	654	STATUS REPORT *Joint Status Report* by City of ChicagoAssociated Cases: 8:19-md-02879-PWG et al.(Richman, Benjamin) (Entered: 09/28/2020)
09/28/2020	655	OBJECTION to 649 Report and Recommendations by Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Gary Meter, Cheryl Pilon Meyer, Mary Ann Miller, Chris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran. (Keller, Amy) (Entered: 09/28/2020)
09/29/2020	656	RESPONSE re 652 Objection to Report and Recommendations,,,,,, filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC.(Keteltas, Gilbert) (Entered: 09/29/2020)
09/30/2020	657	Supplemental Correspondence re: Report and Recommendation Concerning CrowdStrike (Keller, Amy) (Entered: 09/30/2020)
10/05/2020	658	MOTION to Dismiss *the Verified Shareholder Derivative Second Amended Consolidated Complaint* by Mary K. Bush, Bruce W. Duncan, Deborah M. Harrison, Frederick A. Henderson, Eric Hippeau, Lawrence W. Kellner, Debra L. Lee, Aylwin B. Lewis, Marriott International Inc, J.W. Marriott, Jr., George Munoz, Steven S Reinemund, Susan C. Schwab, Arne M. Sorenson, Bao Giang Val Bauduin, Deborah

		Marriott Harrison, Frederick A. Henderson, Eric Hippeau, Bruce Hoffmeister, Lawrence W. Kellner, Aylwin B. Lewis, Marriott International, Inc., J.W. Marriott Jr., Kathleen Kelly Oberg, Arne M. Sorenson (Attachments: # 1 Memorandum in Support, # 2 Exhibit A, # 3 Exhibit B, # 4 Exhibit C, # 5 Exhibit D, # 6 Exhibit E, # 7 Text of Proposed Order)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00812-PWG, 8:19-cv-00830-PWG(Mendro, Jason) (Entered: 10/05/2020)
10/07/2020	659	Correspondence re: Withdrawal of Objection to Report and Recommendation (ECF No. 655) (Keller, Amy) (Entered: 10/07/2020)
10/13/2020	660	LETTER ORDER re 606 Response filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC, 618 Response, filed by Bank of Louisiana, 590 Miscellaneous Correspondence. Signed by Judge Paul W. Grimm on 10/13/2020. (ybs, Deputy Clerk) (Entered: 10/13/2020)
10/13/2020	661	LETTER ORDER re 464 MOTION to Dismiss *Consumer Plaintiffs' Second Amended Consolidated Complaint* filed by Accenture PLC, Accenture LLP. Signed by Judge Paul W. Grimm on 10/13/2020. (ybs, Deputy Clerk) (Entered: 10/13/2020)
10/13/2020	662	LETTER ORDER re 630 Consumer Plaintiffs' Letter Brief re: CrowdStrike Investigation dated 7/17/2020; 631 Consumer Plaintiffs' Letter Brief re: CrowdStrike Investigation dated 8/27/2020; 632 Marriotts' Letter Brief re: CrowdStrike Investigation dated 8/14/2020; 633 Marriott's Letter Brief re: CrowdStrike Investigation dated 8/27/2020 ; 634 REPORT AND RECOMMENDATIONS of Special Master re CrowdStrike Investigation. Signed by the Honorable John M. Facciola on 8/28/2020; 35 SUPPLEMENT to 634 REPORT AND RECOMMENDATIONS of Special Master re CrowdStrike Investigation. Signed by the Honorable John M. Facciola on 8/29/2020; 650 Objection to Report and Recommendations filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC; 651 Objection to Report and Recommendations; 652 Objection to Report and Recommendations,. Signed by Judge Paul W. Grimm on 10/13/2020. (ybs, Deputy Clerk) (Entered: 10/13/2020)
10/14/2020	663	REPORT AND RECOMMENDATIONS of Special Master. Signed by Judge John M. Facciola on 10/9/2020. (Attachments: # 1 Letter pursuant to Stipulated Order regarding Discovery Dispute Protocol, # 2 Plaintiff City of Chicago's Responses and Objections to Defendant's First Set of Request for Production of Documents, # 3 Plaintiff City of Chicago's Responses and Objections to Defendant's First Set of Interrogatories, # 4 Plaintiff City of Chicago's Responses and Objections to Defendant's Second Set of Interrogatories, # 5 Plaintiff City of Chicago response to September 1, 2020 discovery dispute letter)(ybs, Deputy Clerk) (Entered: 10/14/2020)
10/19/2020	664	Correspondence re: Marriott International, Inc. and Starwood Hotels & Resorts Worldwide, LLC respectfully request that the Court enter an Order adopting Special Master Facciolas Report and Recommendation entered on September 14, 2020 (R&R) [ECF No. 649] (Attachments: # 1 Exhibit A)(Ghannoum, Lisa) (Entered: 10/19/2020)
10/19/2020	665	Correspondence re: Financial Institutions Briefing Schedule (Sinclair, William) (Entered: 10/19/2020)
10/20/2020	666	Correspondence re: Request for an Order Adopting Special Master Facciola's Report and Recommendation Entered on September 14, 2020 (ECF No. 664) (Keller, Amy) (Entered: 10/20/2020)
10/21/2020	667	LETTER ORDER adopting 649 REPORT AND RECOMMENDATIONS of Special Master re credit card numbers. Signed by Judge Paul W. Grimm on 10/21/2020. (ybs, Deputy Clerk) (Entered: 10/21/2020)
10/21/2020	674	Clarification re 649 REPORT AND RECOMMENDATIONS of Special Master re credit

		card numbers. Signed by the Honorable John M. Facciola on 10/17/2020 (Attachments: # 1 Cover Letter, # 2 Envelope)(ybs, Deputy Clerk) (Entered: 10/27/2020)
10/22/2020	668	ORDER re: Briefing Schedule. Signed by Judge Paul W. Grimm on 10/21/2020. (ybs, Deputy Clerk) (Entered: 10/22/2020)
10/23/2020	669	RESPONSE in Opposition re (647 in 8:19-md-02879-PWG, 88 in 8:19-cv-00368-PWG) MOTION to Dismiss *the Third Amended Class Action Complaint* filed by Construction Laborers Pension Trust for Southern California.Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Villegas, Carol) (Entered: 10/23/2020)
10/26/2020	670	MOTION for Extension of Time to File Response/Reply as to 663 REPORT AND RECOMMENDATIONS of Special Master re 294 Amended Complaint filed by City of Chicago *Unopposed* by City of Chicago (Attachments: # 1 Text of Proposed Order) (Richman, Benjamin) (Entered: 10/26/2020)
10/27/2020	671	MEMORANDUM OPINION. Signed by Judge Paul W. Grimm on 10/26/2020. (ybs, Deputy Clerk) (Entered: 10/27/2020)
10/27/2020	672	ORDER granting in part and denying in part 464 Motion to Dismiss; granting in part and denying in part 465 Motion to Dismiss; directing Defendant Accenture to file its Answer to Second Amended Complaint on or before November 23, 2020. Signed by Judge Paul W. Grimm on 10/26/2020. (ybs, Deputy Clerk) (Entered: 10/27/2020)
10/27/2020	673	ORDER granting 670 Motion for Extension of Time to File Response/Reply. Signed by Judge Paul W. Grimm on 10/26/2020. (ybs, Deputy Clerk) (Entered: 10/27/2020)
10/28/2020	675	NOTICE of Appearance by Eve-Lynn J Rapp on behalf of City of Chicago (Rapp, Eve-Lynn) (Entered: 10/28/2020)
10/30/2020	676	STIPULATION of Dismissal *Without Prejudice* by Richard Ryans(Keller, Amy) (Entered: 10/30/2020)
11/02/2020	677	NOTICE of Change of Address by James J Pizzirusso Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03703-PWG, 8:19-cv-00094-PWG(Pizzirusso, James) (Entered: 11/02/2020)
11/03/2020	678	PAPERLESS ORDER APPROVING 676 Stipulation of Voluntary Dismissal Without Prejudice. All claims brought by Plaintiff Richard Ryan in this action against all defendants are dismissed without prejudice, with each party to bear its own costs, unless otherwise agreed. Signed by Judge Paul W. Grimm on 11/3/2020. (imws, Chambers) (Entered: 11/03/2020)
11/03/2020	679	NOTICE by Construction Laborers Pension Trust for Southern California re (90 in 8:19-cv-00368-PWG, 669 in 8:19-md-02879-PWG) Response in Opposition to Motion, */Notice of Supplemental Authority* (Attachments: # 1 Exhibit A)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Villegas, Carol) (Entered: 11/03/2020)
11/04/2020	680	OBJECTION to 663 Report and Recommendations by City of Chicago. (Richman, Benjamin) (Entered: 11/04/2020)
11/05/2020	682	REPORT AND RECOMMENDATIONS of Special Master re NDS database. Signed by the Honorable John M. Facciola on 11/3/2020. (Attachments: # 1 Cover Letter, # 2 Parties' Submissions, # 3 Envelope)(ybs, Deputy Clerk) (Additional attachment(s) added on 11/23/2020: # 5 Corrected Parties' Submissions) (ybs, Deputy Clerk). (Entered: 11/06/2020)
11/06/2020	681	AMENDED COMPLAINT against All Defendants, filed by Bank of Louisiana. (Attachments: # 1 Attachment Redline Complaint)(Silverman, Steven) (Entered:

		11/06/2020)
11/06/2020	683	MOTION for Extension of Time *to Respond to the City's Objections to Special Master's October 14, 2020 Report and Recommendation* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC(Warren, Daniel) (Entered: 11/06/2020)
11/09/2020	684	PAPERLESS ORDER granting 683 Unopposed Motion for Extension of Time to Respond to the City's Objections to Special Master's October 14, 2020 Report and Recommendation. Marriott's response is due on or before December 2, 2020. Signed by Judge Paul W. Grimm on 11/9/2020. (imws, Chambers) (Entered: 11/09/2020)
11/09/2020	685	Correspondence re: Motion for Reconsideration (Primis, Craig) (Entered: 11/09/2020)
11/12/2020	686	NOTICE of Voluntary Dismissal by Edmund Alves Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00812-PWG(O Connell, Andrew) (Entered: 11/12/2020)
11/12/2020	687	PAPERLESS ORDER APPROVING 686 Notice of Voluntary Dismissal of One of the Plaintiffs Without Prejudice. All claims brought by Plaintiff Edmund Alves in this action against all defendants are dismissed without prejudice, with each party to bear its own costs, unless otherwise agreed. Signed by Judge Paul W. Grimm on 11/12/2020. Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00812-PWG, 8:19-cv-00830-PWG(imws, Chambers) (Entered: 11/12/2020)
11/12/2020	688	PAPERLESS ORDER accepting 685 correspondence as a motion for reconsideration of the Court's October 27, 2020 Order (ECF No. 672) denying Accenture's motion to dismiss, for purposes of certifying certain questions to the Maryland Court of Appeals and the Connecticut Supreme Court. Consumer Plaintiffs are directed to respond by letter of 3-5 pages single-spaced on or before November 24, 2020, and Accenture Defendants may reply by letter of commensurate length on or before December 8, 2020. Signed by Judge Paul W. Grimm on 11/12/2020. (imws, Chambers) (Entered: 11/12/2020)
11/19/2020	689	RESPONSE in Opposition re (49 in 8:19-cv-00830-PWG, 658 in 8:19-md-02879-PWG) MOTION to Dismiss *the Verified Shareholder Derivative Second Amended Consolidated Complaint* filed by John P. Moore. (Attachments: # 1 Affidavit Declaration of Gregory M, Egleston, # 2 Exhibit, # 3 Declaration of John P. Moore, # 4 Text of Proposed Order)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00830-PWG(O Connell, Andrew) (Entered: 11/19/2020)
11/23/2020	690	REPLY to Response to Motion re (647 in 8:19-md-02879-PWG, 88 in 8:19-cv-00368-PWG) MOTION to Dismiss *the Third Amended Class Action Complaint* filed by Arne M. Sorenson, Bao Giang Val Bauduin, Mary K. Bush, Frederick A. Henderson, Bruce Hoffmeister, Lawrence W. Kellner, Aylwin B. Lewis, Marriott International, Inc., George Munoz, Kathleen Kelly Oberg. (Attachments: # 1 Exhibit C)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Mendro, Jason) (Entered: 11/23/2020)
11/23/2020	691	ANSWER to 413 Amended Complaint,,,,,,, by Accenture LLP.(Primis, Craig) (Entered: 11/23/2020)
11/24/2020	692	RESPONSE re 680 Objection to Report and Recommendations filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC.(Warren, Daniel) (Entered: 11/24/2020)
11/24/2020	693	(FILED IN ERROR) RESPONSE re 685 Miscellaneous Correspondence, 672 Order on Motion to Dismiss,,, 688 Order,, *Consumer Plaintiffs' Response To Accentures Request To Reconsider The Courts October 27, 2020* filed by Tom Abogabal, Latoya Aguillard, Scott Aigen, Stacey K. Allen, Edmund Alves, Anne Marie Amarena, Annemarie Amarena, Melissa Ames, Debra Anthony, Amanda Arnold, Lisa Axelrod, Aline Baca,

Edward Baker, Robert Baker, Bank of Louisiana, Nathan Royce Banks, Jamie Bannon, Robert Barbour, Raymond J. Barkley, Joanne Barrett, Brad Barringer, Dena Barron, Ann Bascom, Dana Bass, Paulette Beale, Kiana Belcher, Harry Bell, Shaun Belland, Terrie Bennett, Kimberly Bentley, Adam Benwitz, Diane Bernard, David Bernstein, Catherine Berrahou, Kevin Berry, Michael Betit, Susan Beverley(PWG 19-94), Michaela Bittner, Darrell Black, Juliet Black, Winnie Blackwell, Douglas Blake, Michael Blicher, Carol Blood, Steven Bloom, Robert Bluestone, Heidi Bodian, Bridget Bodie-Papino, Michelle Bonifacio, Tanesha Boradgiak, Teresa Borman, Adam Borst, Candace Boston, Cory Bovair, Ronald Bowers, Travis Bowlby, Celia Bowman, Connie Bowman, Katesha Box, Miriam Boyd, William Boyd, William Boyd(individually and on behalf of all others similarly situated PWG 19-1091), Julia Boykin, Tracy Bradford, Tracy Bradford Lockaby, Anitra Bradley, Brian Braid, Marvin Braun, Lawrence Brenner, Byron Brewer, Barbara Brooks, Dorothy Brooks, Adrianne Brown, LaToya Brown, David Bruemmer, Terrance D. Bulger, Michael Bunker, Brenda Burr, Yvette Butler, Cheryl Butler-Adams, Kylie Byron, Kathrina Cajigal, Cole Callahan, Valerie Campanella, Alisha Campbell, Cayla Campbell, Claudia Canedo, Chastity Canfall, Shelia Canipe, Deana Cannon, Salvatore Caponigro, Elizabeth Capper, Catherine Carlberg, Arhonda Carlisle, Ruthanne Carpenter, Yvette Caruthers, Louann Cashill, Luke Castle, Cheryl Castor, Michael Castor, Mark Catuogno, Jacquelyn Cauble, Chris Cervantes(PWG 18-3933), Chris Cervantes(On behalf of Himself and All Others Similarly PWG 18-3835), Penn Chabrow, Crystal Chambers, Michael Charron, Amy Chen, Kevin Cheng, Raphael Chieke, Cindy Chism, Nycole Chisum, Kathleen Christensen, Davin Christiansen, Michael C. Christner, Ryan Ciavarra, City of Chicago, Edward Claffy, John Coakley, Rob Colletti, Brady Collins, David Collins, Elizabeth Collins, Kevin Collins, Prudence Concert-White, Rita Connuck, Scott Coogan, Carol Cook, James Cook, Meghan Cook, Sherri Cook, Kristie Cooley, Laura Coombs, Cassandra Cooper, Eric Cooper, William Copeland, Kathryn Costa, John H. Cottrell, Sheila Coughlin, Jeri Covington, Kelly Cox, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Matthew Crabtree, Ivette Crawford, Bret Crockett, Roger Cullen, Curtis Cummings, Elizabeth Cunningham, Ebony Currie, Leslie Dallner, Betty Dampier, Davidez Dampier, Barbara Dane, Patricia Daughtery, Mary Ellen Davey, Christopher Davies, Dorothy Davis, Julie Davis, Karen Davis, Kenneth Davis, Kimberly R. Davis, Nikki Davis, Randall Davis, Richard Davis, Shanti Davis, Graves De Armond, Sean DeMarco, Cynthia Deese, Austin Delaney, Denee Delnay, Gerald Deloss, Jenn Demarco, Sherry Denny, Dennis Desalvo, Benjamin Desantis, May Desrochers, Parth Detroja, Jobe Anthony Diagne, Scott Dias, Mark Diefenbach, Sami Difuntorum, Gary Dittemore, Jonathan Dodart, Tammy Doles, Robert Dorfman, Lisa Dotson, Nathlie Dowdell, Perkins Drake, Lula Draper, Eric Dubitsky, Julie Duchsherer, Tommy Dudley, Alexander Duff, Mark Duffey, India Dugat, Nitya Bodhi Durant, Andrea Durkee, Stephanie Dyer, Allison Eells, Gretchen Ehle, Vance Edward Eichelberger, Todd Joseph Elliot, Brad Ellish, Michele Emanuele, Carla Engle, Barbara Erickson, Jeffrey Erlbaum, Destiny Esper, Nathan Esquerra, Thomas Evankovich, Julie Evans, Romel Fajardo, Jeremiah Fanyui, Scott Farkas, James Marshall Farmer, David Fasolino, Annette Fears, Michelle Featherstone, Ronald Michael Feschak, Nathan Finney(PWG 19-94), Jerome Fisher, Arnold Fishon, Eric Fishon, Bruce Fitzgerald, Jill Fleisher, Sara Flesch, Amber Flor, Sharay Floyd, Donna Fontaine, Jeral Forger, Adam Fornal, Shaelyn Forrest, William Forrester, Michael J. Fox, Nicholas Frazer, Janice Frazier-Scott, Lisa Frederickson, Arlona Fredrickson, Michael Freeland, Philip S. Friedman, Philip Friedman, Lisa Fritz, Lisa Gadsby, Cindy Gaines, Marlon Gaines, Torri A. Gaines, Steve Gajewski, Christopher Galasso, Pablo Gallegos, Kathy Gallivan, Laurene Gallway, Mike Galvin, Robert Gamburg, Julie Ganuelas, Fae Garden, Mark Gardner, Kerry Gates, Eric Gault, Natalene Gauna, Betsy Gentry, Mitchell Gerson, Kim Gibbs, Scott Gideon, John Gilliland, John Gilmour, Maxine Glass, Paula Glass, Robert Glass, Jon Goldberg, Barry Golin, Kimberly Gomez, Laura Gononian, Billy Goodman, Jesse

Gore, Erik Goudie, Brian Grady, Africa Green, Lonja Green, Angela Gresh, John Stephen Griesenbeck, Latausha Griffin, Cynthia Griffith, Jernard Griggs, Dale Grimes, Alyssa Groski, Samir Gupta, Robert Guzikowski, Gertie Haese, Anna L. Haley, Raven Hall, Trish Hamilton Cobourn, Edward Hanley, Laurie Hansen, Charles Hanson, Zakaria Haque, James Hardin, John Hariaczyi, Chris Harris, Lillian Harris, Tanya Harris, Sheila Harrison, Basimah Hasan, Philip Haskett, Timothy Hawkins, Danielle Hayes, Robeson Heard, Phyllis Hecker, Amber Helton, Lisa Henderson, Samantha Hendricks, Norbert Hennrich, Brian Herman, Jose Herrera, Luis Herrera, Kathleen Frakes Hevener, Andrew Hickner, Thomas Hickner, Tobias Hinsch, Donna Hiteshew, Robin Hollingsworth, Paul Holloway, Jeri Holt-Minter, Mary Hopson, Tenise Houston, Sara Howe, Virginia Howell, Kirk Huddles, Talitha Huddleston, Donna Hughes, Patricia Huizar, Gennell Hunter, Mary Hunter, Cynthia Husebo, Dustin Iagulli, Chasity Jackson, Christina Jackson, Tameka Jackson, Tamika Jackson, Robert Jamerson, Steven Jamison, Aaron Janik, Kyle Jaski, Michael Jennings, David Johnson, David Johnson, III, Lisa Johnson, Marlo Johnson, Monica Johnson, Cleary Johs, Ron Jones, Shakimberly Jones, Matt Jordan, Nikole Jordan, Shana Jordan, Teisha Jordan, Robert Josephberg, Mary Jo Jurey, Robert Kaiser, Camara Karamatic, Peter Karkazis, Lucy Karl, Robert Keil, Jeffrey Kemp, Raymond Kerkvliet, Marybeth Kern, Matthew Kiesel, Helen Kim, David J. Kimmel, Dianne King, Nicole King, Linda Kite, Pegi Klaess, Mark Kleiman, Joan Knudson, Kenton Kolstad, Robert Korn, Sarah Korwan, Ronald Kotz, Deborah Koulpasis, Ellen Kowitt, Garry Kravit, Morris Kris, Stanley Kubinski, Shantonu Kundu, Julius Kuperberg, Yong Woo Stephano Kwon, Tina Lapene, Anthony Latore, Bob Lavine, Doris Lavine, Robin Lawler, Irma Lawrence, Fredric Lazarus, Krystal Lear, Greg Leeb, Maretta Leitka, Donna Level, Jonathan Levy, Deborah Lewandowski, Courtney Lewis, Jahmelia Lewis, Rik Lewis, Tishaunda Lewis, Valerie Lewis, Violet Limen, Charles Lindsey, Agnieszka Lizewska, Jay Lockaby, Ashley Logan, Brent Long, Melanie Lopez, Beverly Louk, Shayla Lowry, Juan Lozano, Kathryn Lucas, Savannah Louise Lyon, Elizabeth Lyons, Tiffany Maberry, Monica Celeste Madolora, Rita Mair, Maria Maisto, Peter Maldini, Charity Maldonado, Anthony Malfi, Suzanne Mallon, Samuel Mangano, Deann Mankell, Yisroel Mann, Mike Manno, Bryan Mantei, Pauline Marco, Denitrice Marks, Karen Markus-Handis, Andrea Marshall, Abdjul Martin, Anthony Martin, Leslie Martin, Mark Mason, Maria Masucci, Patrice Matthews, Mark Maxey, Elizabeth Maxwell, Olivia May, Brent McArthur, John McCoy, Anastasia McGee, Dennis McGrath, Lisa McGuire, Gwendolyn McNeal, Susan Mcintosh, Eric Mcpherson, Deborah Meade, Cindy Medeiros, David Melendez, Michael Mendez, Chloe Merjil, Collin Messer, Laura Messier, Gary Meter, Holger Meyer, Leon Meyer, Cheryl Pilon Meyer, Daniel Meyerson, Debra Michaud, Ted Michelakos, Jack Milam, Cariss Milano, Kim Miller, Mary Ann Miller, Shane Miller, Judy Mills, Eric Mitchell, Nancy Molesworth, Vickie Mondane, Gabrielle Moore, Jason Moore, Jeremiah Moore, John P. Moore, Pamela Moore, Tanika Moore, Oscar Moreno, Chalise Morris, Chris Morris, Kris Morris, Andrew J. Mortensen, John Moy, David Moyer, William Muckelroy II, Albert Muick, Susan Mullins, Jose Munoz, Gwendolyn Murai, Bryan E. Murphy, Maggie Murphy, Ron Musto, Heidi Myers, Howard William Myones, Amelia Naccarto-Coleman, Maria Naclerio, Jonathan Nateghi-Asli, Victoria Neikirk, Sarah Newcomb, Joel Nice, Seraphin Nicholson, Dianna Nolan, Clarice Notley, Cina Nouri, Paula OBrien, Luther B Oakes, Dorothy Odie, Jeffrey Oelhafen, Monica Ogawa, Gerard Ohara, Sherita Olive-Miller, Christina Olsen, Sandra Ortner, Carol Ostapchuk, Anita Overton-Smith, Steven Owens, Asim Padh, Alicia Page, Nikki Page, Rebecca Pageau, Derrick Palmer, Justin Palmer, Kevin Parker, Darrel Parris, Janlisa Parris, Michael Anthony Partland, Douglas Patton, Daniel Paul, Curtis Payne, Dallas Perkins, Shanisha Perkins, Darren Perks, Lawrence Perlmutter, Patrice Perrier, Kenneth Peterson, Yaroslava Petraitis, Terri Pettiford, Michelle Pfannenstiel, Sean Phillips, Sean Phillips(PWG 18-3933), Michael Piana, Cherly Pilon, Jeninne Pitts, Patrick Plank, Michelle Plotsker, Michael Podesta, Juli Poloway, Emily Poltrack, Alice Poole, Brandon

		Post, George Pouliot, Walter Powell, Christopher Pratt, Andrea Preston, Kashanna Price, Tammy Pry, Benjamin Quinn, Linda Quinones, Susan Goldfine Raab, Susan Raab, David Rado, Frank Ragan(PWG 18-3933), Frank Ragan, Burnease Ragin, Jeffrey Rahn, Michael Raimondi, Karen Rambat, Giorgio Ramirez, Lisa Ramirez, Lupe Ramos, Thomas J. Rapak, Michael Rapp, Kumar Rashad, Nicole Regne, Robert G Reynolds, Beverly Ricks, Donna Riggins, Steve Risinger, Marvin Roberson, Dominique Robertson, Lamarkis Robinson, Nick Robinson, Betty Robinson-Harris, Lanny Rodgers, Robert Rodriguez, Selma Rodriguez, Kevin S. Rogers, Joseph Rollins, Kathleen Romeo, Adam Ropp, Ruth Patricia Rosados, Elizabeth Rosch, Andrew Rose, Joel Rosson, Mark Rotondi, Deidrinelle Rouse, Stacey Rowland, Paul Rozzo, Michael Rubin, Steven Ruga, Joshua Ruhlman, Niesha Rush, Brittany Rushing, Karen Russell, Matthew Russo, Stacy Ryan, Richard Ryans, Rick Sabath, Bruce Sanders, Adam Sanderson, Anne Santo, Luis Santos, Anne Savarese, Vincent Savarese, Adam Savett, Stephen Sawyer, Ethan Schaffer, Sara Schauer, Justin J. Schmid, Holly Schmidt, Dean Schrickel, James Schultz, Edward Schwartz, Joely Sciascia, Sonja Scott, John Scribner, Annie Seberson, David Secrist, Shawn Seeley, Janel Sempre, Terry Senn, Alaa Shaaban, Eilene Shaffer, Hiren Shah, Sharon Shank, Kerri Shapiro, Brian Sharnick, Julie Shippy, Tonekia Showell, Svetlana Shtofmakher, Jose Siandre, Sean Silver, Tamika Simmonds, John Simmons, Lenord Simmons, Aryeh Simon, Sassya Simon, Janet Simonitsch, Illya Singh, Edward Siperstein, Justin Sisbarro, Kirk Skinner, Lee Slagle, Lori Smallwood, Dale Smith, Doug Smith, W. Gregory Smith, Brittany Cliff Snyman, Julissa Solano, Shane Somerville, Angela Sonnier, Steven Spagnolo, Michael Spain, David Sparks(PWG 19-94), David Sparks(individually and on behalf of all others similarly situated PWG 18-3703), Kent Spence, Donald Springer, James Sprowl, Jeanine St. Hill, Thomas Stabile, Shelli Stapp, Jody Stephens, Rhonda Stevens, Bahasha Stigall, Tammy Stiller, Daniel Stinson, Karen Stivaletta, Debra Stolte, Sarah Stone, Simon Sum, Samantha Summers, Mary Ann Sundius-Rose, Craig Swanson, Jennifer Sykes, Theresa Sykes, Yanina Szenkman, Debra Talley, Peter Tapling(PWG 19-94), Peter Tapling(PWG 18-3703), Ben Taylor, Bonnie Taylor, Chris Taylor, Gerald Taylor, Joe Taylor, Melissa Taylor, Alan Teitleman, Kenneth Tew, Nicole Theiss, Carla Theriot, Gordon Thomas, Kia Thomas, Roy Thompson, Michael Thomson, Joseph Throneberry, Matthew Tidd, Pete Tittl, Joseph Tobin, Teresa Tobin, Kent Toft, Valerie Tolliver, Danny Tolver, Beverly Tookey, Matthew Tragarz, Josiah Trager, Michael Traugott, Lori Trent, Robert Trepper, Ryan Truskowski, John Turgon-Schramm, Martin Turnauer, Hope Turner, Edward Twine, Stella Ureno, Mackenzie Van Dam, Thomas Lee Van Doren, Paul Vannoy, Bari Vapnek, Ricardo Vaquer, Audrey Varner, Leo Varshavsky, Lauren Vasiliadis, Edgar Vaynshteyn, Martha Cebrian Vega, Vickie Vetter, David Viggiano, Anne Vitasek, Alan Voll, April Vrtis, Nicholas Walker, Bryan Wallace, Felicia Wallace, Tamara Wallace, John Waller, Kevin Walls, John Walsh, Ronald Walters, James Walton, Andrew Walts, Zhaochuan Wang, Jean Waskiewicz, Curtis Weaver, Ashley Webster, Marc Weinberg, Debra Weinstein, Ira Weintraub, Janet Wender, Marjorie Wheeler, Doreen Whelan, Debra Whiddon, Clara White, Jennifer White, Matthew White, Melissa White, Randolph White, Octavia Wilkerson, Charles Williams, Earline Williams, Eddie Williams, Gerald Williams, Richard Williams, Terella Williams, Keith Williams, William Winkelstein, Linda Winsey, Sheila Wolff, Stacey Wollman, Kelley Womack, Dennis Wooldridge, Maria Wooten, Chris Wright, Dolly Wright, Ronzella Wright-Loftly, Fugong Wu, Linda Wu, Debra Yokoyama, Brittany Young, Glenn Young, Jason Young, Julie Young, Melissa Yurkanin, Shaun Yurtkuran, Jacqueline Zenon, Ricardo Zepeda.(Ulwick, James) Modified on 12/10/2020 (ybs, Deputy Clerk). (Entered: 11/24/2020)
11/24/2020	694	RESPONSE re 685 Miscellaneous Correspondence, 672 Order on Motion to Dismiss,,, 688 Order,, *[CORRECTED FILING] Response To Accenture's Request To Reconsider The Courts October 27, 2020* filed by Annemarie Amarena, Harry Bell, Michaela

		Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Gary Meter, Cheryl Pilon Meyer, Mary Ann Miller, Chris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran.(Ulwick, James) (Entered: 11/24/2020)
11/30/2020	695	STATUS REPORT *by All Parties* by IN RE: MARRIOTT INTERNATIONAL, INC., (Keller, Amy) (Entered: 11/30/2020)
12/01/2020	696	Correspondence re: City of Chicago's Request for Leave to file Reply to Marriotts Opposition to the Citys Objection to the Special Masters Report and Recommendation (Attachments: # 1 Exhibit A)(Richman, Benjamin) (Entered: 12/01/2020)
12/02/2020	697	NOTICE of Change of Address by Tina Wolfson Associated Cases: 8:19-md-02879-PWG et al.(Wolfson, Tina) (Entered: 12/02/2020)
12/02/2020	698	RESPONSE re 696 Miscellaneous Correspondence filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC.(Warren, Daniel) (Entered: 12/02/2020)
12/07/2020	699	MOTION to Dismiss *BANK OF LOUISIANAS SECOND AMENDED COMPLAINT FOR LACK OF STANDING* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Memorandum in Support, # 2 Exhibit A)Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Warren, Daniel) (Entered: 12/07/2020)
12/08/2020	700	LETTER ORDER adopting in part and modifying in part 663 REPORT AND RECOMMENDATIONS of Special Master filed by City of Chicago. Signed by Judge Paul W. Grimm on 12/8/2020. (ybs, Deputy Clerk) (Entered: 12/08/2020)
12/08/2020	701	Correspondence re: Reply in Support of Motion for Reconsideration (Attachments: # 1 Exhibit A)(Primis, Craig) (Entered: 12/08/2020)
12/11/2020	702	Correspondence re: [Proposed] Stipulated Deposition Protocol (Ghannoum, Lisa) (Entered: 12/11/2020)
12/15/2020	703	LETTER ORDER re 702 Correspondence re: [Proposed] Stipulated Deposition Protocol. Signed by Judge Paul W. Grimm on 12/15/2020. (ybs, Deputy Clerk) (Entered: 12/15/2020)
12/15/2020	704	REPORT AND RECOMMENDATIONS of Special Master regarding paragraph 11 and Protective Order against subpoenas. Signed by Judge John M. Facciola on 12/2/2020. (Attachments: # 1 SEALED Marriot Letter and Exhibits re Redactions, # 2 Plaintiff Letter Brief re Protective Order, # 3 Plaintiffs Exhibits in Support of Motion for Protective Order, # 4 Plaintiff Response to Motion to Amend Protective Order, # 5 Marriott Opposition to Motion for Protective Order, # 6 Accenture Letter to SM)(ybs,

		Deputy Clerk) Modified on 12/15/2020 (ybs, Deputy Clerk). Modified on 12/30/2020 (kns, Deputy Clerk). (Entered: 12/15/2020)
12/17/2020	705	LETTER ORDER regarding deposition dispute resolution procedures. Signed by Judge Paul W. Grimm on 12/17/2020. (ybs, Deputy Clerk) (Entered: 12/17/2020)
12/17/2020	706	PAPERLESS ORDER scheduling a status conference with counsel for the Plaintiffs in the Consumer, Financial Institution, Government, Securities, and Derivative tracks and counsel for Defendants Marriott and Accenture for January 14, 2021 at 12:00 pm. The status conference will take place via Zoom. Counsel will be emailed a link to the Zoom meeting prior to the status conference. Signed by Judge Paul W. Grimm on 12/17/2020. (pk3s, Chambers) (Entered: 12/17/2020)
12/21/2020	707	-SEALED-REPORT AND RECOMMENDATIONS of Special Master. Signed by the Honorable John M. Facciola on 12/18/2020. (Attachments: # 1 Attachment, # 2 Attachment)(ybs, Deputy Clerk) (Entered: 12/21/2020)
12/21/2020	708	REPLY to Response to Motion re (49 in 8:19-cv-00830-PWG, 40 in 8:19-cv-00812-PWG, 658 in 8:19-md-02879-PWG) MOTION to Dismiss *the Verified Shareholder Derivative Second Amended Consolidated Complaint* filed by Mary K. Bush, Bruce W. Duncan, Deborah M. Harrison, Frederick A. Henderson, Eric Hippeau, Lawrence W. Kellner, Debra L. Lee, Aylwin B. Lewis, Marriott International Inc, J.W. Marriott, Jr., George Munoz, Steven S Reinemund, Susan C. Schwab, Arne M. Sorenson, Bao Giang Val Bauduin, Deborah Marriott Harrison, Frederick A. Henderson, Eric Hippeau, Bruce Hoffmeister, Lawrence W. Kellner, Aylwin B. Lewis, Marriott International, Inc., J.W. Marriott Jr., Kathleen Kelly Oberg, Arne M. Sorenson.Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00812-PWG, 8:19-cv-00830-PWG(Mendro, Jason) (Entered: 12/21/2020)
12/22/2020	709	NOTICE of Appearance by Paul M Stephan on behalf of All Plaintiffs (Stephan, Paul) (Entered: 12/22/2020)
12/22/2020	710	Correspondence re: Revised [Proposed] Stipulated Deposition Protocol (Keller, Amy) (Entered: 12/22/2020)
12/23/2020	711	NOTICE by Arne M. Sorenson, Bao Giang Val Bauduin, Mary K. Bush, Frederick A. Henderson, Bruce Hoffmeister, Lawrence W. Kellner, Aylwin B. Lewis, Marriott International, Inc., George Munoz, Kathleen Kelly Oberg re (92 in 8:19-cv-00368-PWG, 690 in 8:19-md-02879-PWG) Reply to Response to Motion, (90 in 8:19-cv-00368-PWG, 669 in 8:19-md-02879-PWG) Response in Opposition to Motion, (647 in 8:19-md-02879-PWG, 88 in 8:19-cv-00368-PWG) MOTION to Dismiss *the Third Amended Class Action Complaint Notice of Supplemental Authority* (Attachments: # 1 Exhibit)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Mendro, Jason) (Entered: 12/23/2020)
12/28/2020	712	ORDER: REVISED STIPULATED DEPOSITION PROTOCOL. Signed by Judge Paul W. Grimm on 12/28/2020. (Attachments: # 1 Deposition Protocol Redline)(kns, Deputy Clerk) (Entered: 12/28/2020)
12/29/2020	713	OBJECTION to 704 Report and Recommendations by Marriott International, Inc.. (Warren, Daniel) (Entered: 12/29/2020)
12/29/2020	714	OBJECTION to 704 Report and Recommendations by Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria

		Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Gary Meter, Cheryl Pilon Meyer, Mary Ann Miller, Chris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran. (Keller, Amy) (Entered: 12/29/2020)
12/29/2020	715	OBJECTION to 704 Report and Recommendations by Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Gary Meter, Cheryl Pilon Meyer, Mary Ann Miller, Chris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran. (Keller, Amy) (Entered: 12/29/2020)
12/30/2020	716	NOTICE by Bank of Louisiana *of Withdrawal of Bryce D. Riddle* Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Gudmundson, Brian) (Entered: 12/30/2020)
01/04/2021	717	RESPONSE re (711 in 8:19-md-02879-PWG, 94 in 8:19-cv-00368-PWG) Notice (Other),, */ Response to Defendants' Notice of Supplemental Authority* filed by Construction Laborers Pension Trust for Southern California.Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Villegas, Carol) (Entered: 01/04/2021)
01/05/2021	718	-SEALED-REPORT AND RECOMMENDATIONS of Special Master regarding the Consumer Track. Signed by the Honorable John M. Facciola on 1/5/2021. (Attachments: # 1 Plaintiffs' Submission and Exhibits, # 2 Defendants' Response, # 3 Defendants' Exhibit A, # 4 Defendants' Exhibit B, # 5 Defendants' Exhibit C, # 6 Defendants' Exhibit D)(ybs, Deputy Clerk) (Entered: 01/05/2021)
01/05/2021	719	RESPONSE in Opposition re 699 MOTION to Dismiss *BANK OF LOUISIANAS SECOND AMENDED COMPLAINT FOR LACK OF STANDING* filed by Bank of Louisiana.(Silverman, Steven) (Entered: 01/05/2021)
01/12/2021	720	PAPERLESS ORDER ADOPTING 707 REPORT AND RECOMMENDATIONS of Special Master Judge Facciola Regarding the Consumer Track. This Report and Recommendation was filed on the docket under seal and transmitted to the parties on December 21, 2020. The stipulated dispute resolution procedures, ECF No. 580, paragraph 5 provides, "If no party files an objection within 14 calendar days of the filing of the Report and Recommendation, the Report and Recommendation will be deemed adopted by the Court." No party has filed an objection, and the time to do so has passed. Therefore, the Report and Recommendation, ECF No. 707, is adopted by the Court. Marriott may claw back Exhibits 2 and 3, but not Exhibit 7, referenced therein. Signed by Judge Paul W. Grimm on 1/12/2020. (pk3s, Chambers) (Entered: 01/12/2021)
01/12/2021	721	RESPONSE re 713 Objection to Report and Recommendations filed by Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa

		Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Gary Meter, Cheryl Pilon Meyer, Mary Ann Miller, Chris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran.(Keller, Amy) (Entered: 01/12/2021)
01/12/2021	722	RESPONSE re 715 Objection to Report and Recommendations,,,, 714 Objection to Report and Recommendations,,,, filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC.(Warren, Daniel) (Entered: 01/12/2021)
01/14/2021	723	Case Management/Status Conference held on 1/14/2021 before Judge Paul W. Grimm. (Court Reporter: Linda Marshall-via Zoom) (ss5s, Deputy Clerk) (Entered: 01/14/2021)
01/20/2021	724	REPLY to Response to Motion re (699 in 8:19-md-02879-PWG, 94 in 8:18-cv-03833-PWG) MOTION to Dismiss *BANK OF LOUISIANAS SECOND AMENDED COMPLAINT FOR LACK OF STANDING* filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC.Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Keteltas, Gilbert) (Entered: 01/20/2021)
01/22/2021	725	Paperless Order ADOPTING 718 Report and Recommendation Regarding the Consumer Track by Special Master Judge Facciola. This Report and Recommendation was filed on the docket under seal and transmitted to the parties on January 5, 2020. The stipulated dispute resolution procedures, ECF No. 580, paragraph 5 provides, "If no party files an objection within 14 calendar days of the filing of the Report and Recommendation, the Report and Recommendation will be deemed adopted by the Court." No party has filed an objection, and the time to do so has passed. Therefore, the Report and Recommendation, ECF No. 718, is adopted by the Court. Marriott may claw back the PX83 spreadsheet referenced therein. Signed by Judge Paul W. Grimm on 1/22/2021.(pk3s, Chambers) (Entered: 01/22/2021)
01/22/2021	726	LETTER ORDER adopting with modifications (704) Report and Recommendations of Special Master regarding paragraph 11 and Protective Order against subpoenas. Signed by Judge Paul W. Grimm on 1/22/2021. (ybs, Deputy Clerk) (Entered: 01/22/2021)
01/25/2021	727	STATUS REPORT *JOINT STATUS REPORT* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC(Ghannoum, Lisa) (Entered: 01/25/2021)
01/26/2021	728	NOTICE OF FILING OF OFFICIAL TRANSCRIPT of Proceedings held on 1-14-2021, before Judge Grimm. Court Reporter/Transcriber Linda C Marshall, Telephone number 3013443229. Total number of pages filed: 64. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained from the Court Reporter or through PACER. Redaction Request due 2/16/2021. Redacted Transcript Deadline set for 2/26/2021. Release of Transcript Restriction set for 4/26/2021.(lcm, Court Reporter) (Entered: 01/26/2021)
01/29/2021	729	STIPULATION *Regarding Marriott's Searching for Information in NDS Database and Consumer Plaintiffs' Responses to Discovery Requests* by IN RE: MARRIOTT INTERNATIONAL, INC.,(Keller, Amy) (Entered: 01/29/2021)
02/04/2021	730	STATUS REPORT *Marriotts Status Report Regarding NDS Rehydration* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC(Keteltas, Gilbert) (Entered: 02/04/2021)

02/04/2021	731	-SEALED- STATUS REPORT *Marriotts Status Report Regarding NDS Rehydration* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC(Keteltas, Gilbert) (Entered: 02/04/2021)
02/04/2021	732	MOTION to Seal *Defendants' Motion for Leave to File Portions of Their Status Report Regarding NDS Rehydration Under Seal* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC(Keteltas, Gilbert) (Entered: 02/04/2021)
02/05/2021	733	PAPERLESS ORDER GRANTING 732 Defendants' motion to seal portions of their status report 731 and APPROVING the status report. Defendants have shown good cause to seal sensitive information regarding data security and alternatives to sealing would not provide sufficient protection. Marriott and the Consumer Plaintiffs are directed to file the next status report regarding the NDS database jointly on or before February 25, 2021. Signed by Judge Paul W. Grimm on 2/5/2021. (pk3s, Chambers) (Entered: 02/05/2021)
02/12/2021	734	Correspondence re: Response to Marriott's Status Report Regarding NDS Rehydration (ECF Nos. 730, 731) (Keller, Amy) (Entered: 02/12/2021)
02/16/2021	735	NOTICE by Arne M. Sorenson, Bao Giang Val Bauduin, Mary K. Bush, Frederick A. Henderson, Bruce Hoffmeister, Lawrence W. Kellner, Aylwin B. Lewis, Marriott International, Inc., George Munoz, Kathleen Kelly Oberg re (92 in 8:19-cv-00368-PWG, 690 in 8:19-md-02879-PWG) Reply to Response to Motion, (90 in 8:19-cv-00368-PWG, 669 in 8:19-md-02879-PWG) Response in Opposition to Motion, (647 in 8:19-md-02879-PWG, 88 in 8:19-cv-00368-PWG) MOTION to Dismiss *the Third Amended Class Action Complaint Notice of Supplemental Authority* (Attachments: # 1 Exhibit)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Mendro, Jason) (Entered: 02/16/2021)
02/16/2021	736	STATUS REPORT *(Joint) Regarding Class Certification and Merits Issues* by Ruthanne Carpenter(Ulwick, James) (Entered: 02/16/2021)
02/17/2021	737	MOTION to Withdraw as Attorney *Iman Boundaoui* by City of Chicago(Rapp, Eve-Lynn) (Entered: 02/17/2021)
02/22/2021	738	ORDER by the Special Master regarding deposition objections in the Financial Institution track. Signed by the Honorable John M. Facciola on 2/22/2021. (ybs, Deputy Clerk) (Entered: 02/22/2021)
02/22/2021	739	ORDER by the Special Master regarding deposition objection in the Government track. Signed by the Honorable John M. Facciola on 2/22/2021. (ybs, Deputy Clerk) (Entered: 02/22/2021)
02/23/2021	740	Correspondence re: City of Chicago's Objection to Special Master's February 22, 2021 Order (ECF No. 739) (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C)(Rapp, Eve-Lynn) (Entered: 02/23/2021)
02/24/2021	741	RESPONSE re 740 Miscellaneous Correspondence filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC.(Warren, Daniel) (Entered: 02/24/2021)
02/25/2021	742	PAPERLESS ORDER granting 737 Motion to Withdraw as Attorney. The appearance of Iman Boundaoui on behalf of the City of Chicago is terminated. Signed by Judge Paul W. Grimm on 2/25/2021. (pk3s, Chambers) (Entered: 02/25/2021)
02/25/2021	743	PAPERLESS ORDER scheduling a status conference with counsel for the Plaintiffs in the Consumer, Financial Institution and Government tracks and counsel for Defendants Marriott and Accenture for March 5, 2021 at 11:30 am. The status conference will take place via Zoom. Counsel will be emailed a link to the Zoom meeting prior to the status

		conference. Signed by Judge Paul W. Grimm on 2/25/2021. (pk3s, Chambers) (Entered: 02/25/2021)
02/25/2021	744	STATUS REPORT *JOINT STATUS REPORT REGARDING NDS REHYDRATION* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC(Keteltas, Gilbert) (Entered: 02/25/2021)
02/25/2021	745	RESPONSE re (735 in 8:19-md-02879-PWG, 97 in 8:19-cv-00368-PWG) Notice (Other),, . *Response to Defendants' Notice of Supplemental Authority* filed by Construction Laborers Pension Trust for Southern California. (Attachments: # 1 Exhibit A)Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00368-PWG(Villegas, Carol) (Entered: 02/25/2021)
02/25/2021	746	Correspondence re: City of Chicago's Request for Leave to File Reply to Marriott's Opposition to the City's Objection to Special Master's Report and Recommendation (Rapp, Eve-Lynn) (Entered: 02/25/2021)
02/26/2021	747	LETTER ORDER approving with modifications Special Master Judge Facciola's Order 739 regarding Marriott's proposed deposition of the City of Chicago's counsel in the Government Track. Signed by Judge Paul W. Grimm on 2/26/2021. (ybs, Deputy Clerk) Modified on 2/26/2021 (ybs, Deputy Clerk). (Entered: 02/26/2021)
03/04/2021	748	NOTICE of Appearance by Benjamin Scott Thomassen on behalf of City of Chicago (Thomassen, Benjamin) (Entered: 03/04/2021)
03/05/2021	749	Status Conference held on 3/5/2021 before Judge Paul W. Grimm. (Court Reporter: Linda Marshall-via Zoom) (ss5s, Deputy Clerk) (Entered: 03/05/2021)
03/05/2021	750	PAPERLESS ORDER memorializing today's status conference. Marriott, Accenture, and the Plaintiffs in the Consumer, Financial Institution, and Government tracks will submit a joint status report by March 19, 2021 that includes a revised proposed briefing schedule on class certification, expert reports, and expert challenges in the Consumer and Financial Institution tracks, and next steps in the Government track. This schedule should also include any proposed adjustments to the current discovery schedule. In addition, the parties should submit a proposal regarding when and how they will provide the Court information regarding the identity of their experts, their area of expertise, and what standards they will be applying. Signed by Judge Paul W. Grimm on 3/5/2021. (pk3s, Chambers) (Entered: 03/05/2021)
03/05/2021	751	-SEALED- Order by the Special Master regarding discovery and damage model objection in the Consumer Track. Signed by the Honorable John M. Facciola on 3/5/2021(ybs, Deputy Clerk) (Entered: 03/05/2021)
03/15/2021	752	REPORT AND RECOMMENDATIONS of Special Master regarding inspection of Plaintiffs' devices in the Consumer Track. Signed by the Honorable John M. Facciola on 3/15/2021. (Attachments: # 1 Exhibit 1, # 2 Exhibit 2)(ybs, Deputy Clerk) (Entered: 03/15/2021)
03/15/2021	753	PAPERLESS ORDER re briefing schedule for objection to 752 REPORT AND RECOMMENDATIONS of Special Master regarding the inspection of Consumer Plaintiffs' devices. If Marriott objects to the Special Master's Report and Recommendation, it should file a letter by close of business on March 17, 2021. Consumer Plaintiffs should submit a letter response by close of business on March 19, 2021. The letters should be 3 pages or less, single-spaced, excluding exhibits. The letters should include any legal authority for whether the Court should consider the alleged value of the Plaintiffs' PII on an objective and/or subjective basis. Signed by Judge Paul W. Grimm on 3/15/2021. (pk3s, Chambers) (Entered: 03/15/2021)

03/16/2021	754	Correspondence re: parties reaching a resolution in principle Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Keteltas, Gilbert) (Entered: 03/16/2021)
03/16/2021	755	NOTICE OF FILING OF OFFICIAL TRANSCRIPT of Proceedings held on 3-5-2021, before Judge Grimm. Court Reporter/Transcriber Linda Marshall, Telephone number 301-344-3229. Total number of pages filed: 50. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained from the Court Reporter or through PACER. Redaction Request due 4/6/2021. Redacted Transcript Deadline set for 4/16/2021. Release of Transcript Restriction set for 6/14/2021.(lcm, Court Reporter) (Entered: 03/16/2021)
03/17/2021	756	PAPERLESS ORDER scheduling a Zoom hearing with counsel for Marriott and the Consumer Plaintiffs regarding 752 REPORT AND RECOMMENDATIONS of the Special Master and the parties' forthcoming letter briefing on Wednesday, March 24, 2021 at 2:00 pm. Counsel will be emailed a link to the Zoom meeting prior to the hearing. Signed by Judge Paul W. Grimm on 3/17/2021. (pk3s, Chambers) (Entered: 03/17/2021)
03/17/2021	757	OBJECTION to 752 Report and Recommendations by Michaela Bittner, Roger Cullen, Eric Fishon, Barry Golin, Laura Gononian, Robert Guzikowski, Kathleen Frakes Hevener, Irma Lawrence, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Mary Ann Miller, Paula OBrien, Susan Raab, Adam Ropp, Richard Ryans, Janel Sempre, David Viggiano, Bryan Wallace. (Attachments: # 1 Certificate of Filing) (Keller, Amy) (Entered: 03/17/2021)
03/18/2021	758	STATUS REPORT *REGARDING NDS REHYDRATION* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC(Keteltas, Gilbert) (Entered: 03/18/2021)
03/19/2021	759	STATUS REPORT *REGARDING CASE SCHEDULE* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC(Warren, Daniel) (Entered: 03/19/2021)
03/19/2021	760	RESPONSE re 757 Objection to Report and Recommendations, filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC.(Warren, Daniel) (Entered: 03/19/2021)
03/22/2021	761	ORDER TO SHOW CAUSE from the Special Master for the Consumer Track. Signed by the Honorable John M. Facciola on 3/22/2021. (ybs, Deputy Clerk) (Entered: 03/22/2021)
03/22/2021	762	STIPULATION of Dismissal *WITH PREJUDICE PURSUANT TO FED. R. CIV. P. 41(A)(1)(A)(II)* by Marriott International, Inc., Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLCAssociated Cases: 8:19-md-02879-PWG, 8:18-cv-03833-PWG(Keteltas, Gilbert) (Entered: 03/22/2021)
03/22/2021	763	PAPERLESS ORDER re 759 Status Report.The Court has scheduled a Zoom hearing for this Wednesday, March 24, 2021 at 2:00 pm with counsel for Marriott and the Consumer Plaintiffs regarding the Special Master's Report and Recommendation, ECF No. 752. During this hearing, the Court will also discuss the parties' Status Report, ECF No. 759. Therefore counsel for the City of Chicago should also attend this hearing. Counsel will be emailed a link to the Zoom meeting prior to the hearing. Signed by Judge Paul W. Grimm on 3/22/2021. (pk3s, Chambers) (Entered: 03/22/2021)
03/23/2021	764	PAPERLESS ORDER APPROVING 762 Stipulation of Dismissal by Plaintiff Bank of Louisiana and Defendant Marriott International, Inc. Case number 18-cv-3833-PWG is dismissed with prejudice with each party to bear its own fees and costs. The CLERK is directed to CLOSE case number 18-cv-3833-PWG. Signed by Judge Paul W. Grimm on 3/23/2021. (pk3s, Chambers) (Entered: 03/23/2021)

03/24/2021	765	Status Conference held on 3/24/2021 before Judge Paul W. Grimm. (Court Reporter: Rebecca Stonestreet-via Zoom) (ss5s, Deputy Clerk) (Entered: 03/24/2021)
03/26/2021	766	STATUS REPORT *Joint Status Report* by City of Chicago(Rapp, Eve-Lynn) (Entered: 03/26/2021)
03/26/2021	767	Correspondence re: Order to Show Cause (ECF No. 761) (Keller, Amy) (Entered: 03/26/2021)
03/29/2021	768	NOTICE OF FILING OF OFFICIAL TRANSCRIPT of Proceedings held on March 24, 2021, before Judge Paul W. Grimm. Court Reporter/Transcriber Rebecca Stonestreet, Telephone number 301-344-3912. Total number of pages filed: 78. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained from the Court Reporter or through PACER. Redaction Request due 4/19/2021. Redacted Transcript Deadline set for 4/29/2021. Release of Transcript Restriction set for 6/28/2021.(rs6, Court Reporter) (Entered: 03/29/2021)
03/29/2021	769	-SEALED-ORDER by the Special Master regarding objections to Marriott's interrogatory responses in the Consumer Track.. Signed by the Honorable John M. Facciola on 3/29/2021. (Attachments: # 1 Attachment)(ybs, Deputy Clerk) (Entered: 03/29/2021)
03/31/2021	770	LETTER ORDER memorializing the hearing on March 24, 2021 in the Consumer and Government Tracks. Signed by Judge Paul W. Grimm on 3/31/2021. (jf3s, Deputy Clerk) (Entered: 04/01/2021)
04/07/2021	771	Special Master ORDER regarding the Consumer Track in the Marriott MDL. Signed by the Honorable John M. Facciola on 4/6/2021. (ybs, Deputy Clerk) (Entered: 04/07/2021)
04/08/2021	772	STATUS REPORT *Regarding NDS* by Marriott International, Inc.(Ghannoum, Lisa) (Entered: 04/08/2021)
04/12/2021	773	Special Master ORDER re the Consumer Track in the Marriott MDL. Signed by the Honorable John M. Facciola on 4/12/2021. (ybs, Deputy Clerk) (Entered: 04/12/2021)
04/15/2021	774	STIPULATION *Joint Stipulation with Defendants and Bellwether Plaintiffs* by Michaela Bittner, Roger Cullen, Eric Fishon, Laura Gononian, Robert Guzikowski, Kathleen Frakes Hevener, Irma Lawrence, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Mary Ann Miller, Paula OBrien, Richard Ryans, Janel Sempre, David Viggiano, Bryan Wallace(Keller, Amy) (Entered: 04/15/2021)
04/16/2021	775	MEMORANDUM OPINION. Signed by Judge Paul W. Grimm on 4/16/2021. (ybs, Deputy Clerk) (Entered: 04/16/2021)
04/16/2021	776	ORDER denying 685 Correspondence re: Motion for Reconsideration. Signed by Judge Paul W. Grimm on 4/16/2021. (ybs, Deputy Clerk) (Entered: 04/16/2021)
04/20/2021	777	NOTICE of Appearance by Kyle T Cutts on behalf of Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Cutts, Kyle) (Entered: 04/20/2021)
04/20/2021	778	NOTICE of Change of Address by Eve-Lynn J Rapp Associated Cases: 8:19-md-02879-PWG, 8:19-cv-00654-PWG(Rapp, Eve-Lynn) (Entered: 04/20/2021)
04/22/2021	779	NOTICE of Appearance by Carey Schneeweiss Busen on behalf of Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Busen, Carey) (Entered: 04/22/2021)
04/23/2021	780	Special Master ORDER regarding the Consumer Track. Signed by the Honorable John

		M. Facciola on 4/23/2021. (ybs, Deputy Clerk) (Entered: 04/23/2021)
04/26/2021	781	STIPULATED Protocol and ORDER for the Logging of Privileged Electronically Stored Information. Signed by Judge Paul W. Grimm on 4/23/2021. (ybs, Deputy Clerk) (Entered: 04/26/2021)
04/29/2021	782	STATUS REPORT *Regarding NDS Rehydration* by Marriott International, Inc.(Keteltas, Gilbert) (Entered: 04/29/2021)
04/30/2021	783	PAPERLESS ORDER APPROVING 782 Status Report filed by Marriott International, Inc. regarding the NDS database. Marriott and the Consumer Plaintiffs are directed to file a joint status report upon completion of the final production from the NDS database. Signed by Judge Paul W. Grimm on 4/30/2021. (pk3s, Chambers) (Entered: 04/30/2021)
05/04/2021	784	NOTICE of Appearance by Jeremy Dunnaback on behalf of Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Dunnaback, Jeremy) (Entered: 05/04/2021)
05/04/2021	785	ORDER regarding the consumer track. Signed by Judge Paul W. Grimm on 5/4/2021. (ybs, Deputy Clerk) (Entered: 05/04/2021)
05/07/2021	786	NOTICE of Appearance by Thomas Edward Hogan on behalf of Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Hogan, Thomas) (Entered: 05/07/2021)
05/10/2021	787	-SEALED-REPORT AND RECOMMENDATIONS of Special Master re the Consumer Track. Signed by the Honorable John M. Facciola on 5/10/2021. (Attachments: # 1 Plaintiffs' Submission - Glasgow Declaration, # 2 Plaintiffs' Ex A, # 3 Plaintiffs' Ex B, # 4 Plaintiffs' Ex C, # 5 Plaintiffs' Ex D, # 6 Plaintiffs' Ex E, # 7 Plaintiffs' Ex F, # 8 Defendants' Submission Vereb Declaration, # 9 Defendants Ex 1, # 10 Defendants Ex 2) (ybs, Deputy Clerk) (Entered: 05/10/2021)
05/18/2021	788	NOTICE of Appearance by Ian Engdahl on behalf of All Plaintiffs (Engdahl, Ian) (Entered: 05/18/2021)
05/19/2021	789	(FILED IN ERROR) NOTICE of Appearance by Matt Tharp on behalf of Accenture LLP, Accenture PLC (Tharp, Matt) Modified on 5/20/2021 (ybs, Deputy Clerk). (Entered: 05/19/2021)
05/20/2021	790	NOTICE of Appearance by Matt Tharp on behalf of Accenture LLP (Tharp, Matt) (Entered: 05/20/2021)
05/25/2021	791	MOTION to Withdraw as Attorney by Amanda Arnold, Edward Baker, Brad Barringer, Kiana Belcher, Kevin Berry, Susan Beverley, Douglas Blake, Michael Blicher, Carol Blood, Robert Bluestone, Tanesha Boradgiak, Michael Bunker, Brenda Burr, Yvette Butler, Shelia Canipe, Deana Cannon, Catherine Carlberg, Ruthanne Carpenter, Cheryl Castor, Michael Castor, Crystal Chambers, Kathleen Christensen, Prudence Concert-White, Curtis Cummings, Mary Ellen Davey, Christopher Davies, Dorothy Davis, Karen Davis, Kenneth Davis, Graves De Armond, Cynthia Deese, May Desrochers, Scott Dias, Sami Difuntorum, Jonathan Dodart, Julie Duchsherer, Mark Duffey, Gretchen Ehle, Vance Edward Eichelberger, Carla Engle, Barbara Erickson, Michelle Featherstone, Ronald Michael Feschak, Nathan Finney, Janice Frazier-Scott, Lisa Frederickson, Michael Freeland, Lisa Fritz, Marlon Gaines, Steve Gajewski, Laurene Gallway, Eric Gault, Betsy Gentry, Scott Gideon, John Gilliland, Jon Goldberg, Angela Gresh, Latausha Griffin, Jernard Griggs, Edward Hanley, Charles Hanson, Sheila Harrison, Danielle Hayes, Phyllis Hecker, Amber Helton, Jeri Holt-Minter, Virginia Howell, Donna Hughes, Patricia Huizar, Tamika Jackson, Kyle Jaski, Monica Johnson, Nikole Jordan, Mary Jo Jurey, Robert Kaiser, Lucy Karl, Jeffrey Kemp, Linda Kite, Joan

		Knudson, Sarah Korwan, Ronald Kotz, Ellen Kowitt, Maretta Leitka, Rik Lewis, Beverly Louk, Anthony Malfi, Patrice Matthews, Olivia May, Susan Mcintosh, David Melendez, Holger Meyer, Debra Michaud, Jack Milam, Judy Mills, Chalise Morris, Chris Morris, David Moyer, Susan Mullins, Dorothy Odie, Jeffrey Oelhafen, Christina Olsen, Carol Ostapchuk, Steven Owens, Asim Padh, Justin Palmer, Darrel Parris, Janlisa Parris, Curtis Payne, Lawrence Perlmutter, Jeninne Pitts, Christopher Pratt, Burnease Ragin, Jeffrey Rahn, Michael Raimondi, Karen Rambat, Michael Rapp, Kumar Rashad, Beverly Ricks, Selma Rodriguez, Ruth Patricia Rosados, Andrew Rose, Joel Rosson, Mark Rotondi, Deidrinelle Rouse, Karen Russell, Rick Sabath, Bruce Sanders, Anne Santo, Anne Savarese, Vincent Savarese, Sonja Scott, David Secrist, Shawn Seeley, Tonekia Showell, Tamika Simmonds, John Simmons, Edward Siperstein, Lee Slagle, Dale Smith, Shane Somerville, Angela Sonnier, David Sparks, Kent Spence, Jody Stephens, Rhonda Stevens, Theresa Sykes, Debra Talley, Peter Tapling, Joe Taylor, Gordon Thomas, Joseph Throneberry, Beverly Tookey, Ricardo Vaquer, Edgar Vaynshteyn, Vickie Vetter, Felicia Wallace, John Waller, Kevin Walls, Jean Waskiewicz, Curtis Weaver, Ira Weintraub, Janet Wender, Marjorie Wheeler, Doreen Whelan, Debra Whiddon, Melissa White, Charles Williams, Gerald Williams, Linda Winsey, Stacey Wollman, Dennis Wooldridge, Maria Wooten, Ronzella Wright-Loftly, Jason Young, Julie Young, Melissa Yurkanin, Shaun YurtkuranAssociated Cases: 8:19-md-02879-PWG et al.(Lai, Erica) (Entered: 05/25/2021)
05/25/2021	792	REPORT AND RECOMMENDATIONS of Special Master regarding the Consumer Tract. Signed by the Honorable John M. Facciola on 5/25/2021. (ybs, Deputy Clerk) (Entered: 05/25/2021)
05/25/2021	793	PAPERLESS ORDER ADOPTING 787 Report and Recommendations of Special Master Judge Facciola Regarding the Consumer Track. This Report and Recommendation was filed on the docket under seal and transmitted to the parties on May 10, 2021. The stipulated dispute resolution procedures, ECF No. 580, paragraph 5 provides, "If no party files an objection within 14 calendar days of the filing of the Report and Recommendation, the Report and Recommendation will be deemed adopted by the Court." No party has filed an objection, and the time to do so has passed. Therefore, the Report and Recommendation, ECF No. 787, is adopted by the Court. Signed by Judge Paul W. Grimm on 5/25/2021. (pk3s, Chambers) (Entered: 05/25/2021)
05/25/2021	794	STATUS REPORT *Joint Status Report of the Parties* by Marriott International, Inc. (Ghannoum, Lisa) (Entered: 05/25/2021)
06/01/2021	795	REPORT AND RECOMMENDATIONS of Special Master re the Consumer Track. Signed by the Honorable John M. Facciola on 6/1/2021. (ybs, Deputy Clerk) (Entered: 06/01/2021)
06/01/2021	796	PAPERLESS ORDER re 795 REPORT AND RECOMMENDATIONS of Special Master. Unless the parties reach a prior agreement, the Consumer Plaintiffs are directed to file a response to the Special Master's Report and Recommendation by Friday, June 4, 2021. Accenture should file a response by Wednesday, June 9, 2021. The responses should be three pages or less, single-spaced, excluding exhibits. It seems unlikely to me that the information from the Indian depositions will be critical to the issues for class certification. Based on that understanding, I will consider an extension of the discovery deadline for the limited purpose of conducting the Indian depositions, without moving the class certification briefing deadline or other discovery deadlines, provided that no party is disadvantaged when merits issues are addressed in any subsequent summary judgment briefing. The parties should address this in their responses. Signed by Judge Paul W. Grimm on 6/1/2021. (pk3s, Chambers) (Entered: 06/01/2021)
06/02/2021	797	REPORT AND RECOMMENDATIONS of Special Master. Signed by the Honorable

		John M. Facciola on 6/2/2021. (Attachments: # 1 Attachment)(ybs, Deputy Clerk) (Entered: 06/02/2021)
06/04/2021	798	ERRATA re 797 REPORT AND RECOMMENDATIONS of Special Master. Signed by the Honorable John M. Facciola on 6/4/2021(ybs, Deputy Clerk) (Entered: 06/04/2021)
06/04/2021	799	-SEALED-RESPONSE re 796 Order,,, *Letter Brief in Response* filed by Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Gary Meter, Cheryl Pilon Meyer, Mary Ann Miller, Chris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran. (Attachments: # 1 Exhibit 1, # 2 Exhibit 2, # 3 Exhibit 3, # 4 Exhibit 4, # 5 Exhibit 5, # 6 Exhibit 6)(Ulwick, James) (Entered: 06/04/2021)
06/04/2021	800	(FILED IN ERROR) REDACTED DOCUMENT to 799 Response,,,,,, *[Public Version] Letter Brief in Response to ECF No. 796* by Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Gary Meter, Cheryl Pilon Meyer, Mary Ann Miller, Chris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran (Attachments: # 1 Exhibit 1, # 2 Exhibit 2, # 3 Exhibit 3, # 4 Exhibit 4, # 5 Exhibit 5, # 6 Exhibit 6)(Ulwick, James) Modified on 6/8/2021 (ybs, Deputy Clerk). (Entered: 06/04/2021)
06/04/2021	801	MOTION to Seal *ECF No. 799- Plaintiffs' Letter Brief in Response to ECF No. 796* by Keith Williams, Linda Wu, Shaun Yurtkuran (Attachments: # 1 Text of Proposed Order) (Ulwick, James) (Entered: 06/04/2021)
06/07/2021	802	LETTER ORDER regarding Motions for Reconsideration. Signed by Judge Paul W. Grimm on 6/7/2021. (ybs, Deputy Clerk) (Entered: 06/07/2021)
06/07/2021	803	REPORT AND RECOMMENDATIONS of Special Master re NDS Database. Signed by the Honorable John M. Facciola on 6/7/2021. (Attachments: # 1 Attachment A, # 2 Attachment B, # 3 Attachment C)(ybs, Deputy Clerk) (Additional attachment(s) added on 6/7/2021: # 4 Attachment C Updated) (ybs, Deputy Clerk). (Additional attachment(s) added on 6/7/2021: # 7 Attachment B-1, # 8 Attachment B-2) (ybs, Deputy Clerk). (Additional attachment(s) added on 6/8/2021: # 9 Attachment B-3) (ybs, Deputy Clerk). (Entered: 06/07/2021)
06/08/2021	804	REDACTED DOCUMENT to 799 Response,,,,,, *[Public Version] Letter Brief in Response to ECF No. 796* by Anne Marie Amarena, Harry Bell, Michaela Bittner,

		Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Gary Meter, Cheryl Pilon Meyer, Mary Ann Miller, Chris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran (Attachments: # 1 Exhibit 1, # 2 Exhibit 2, # 3 Exhibit 3, # 4 Exhibit 4, # 5 Exhibit 5, # 6 Exhibit 6)(Ulwick, James) (Entered: 06/08/2021)
06/09/2021	805	RESPONSE re 796 Order,,, *Letter Brief* filed by Accenture LLP. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Exhibit D)(Anderson, Devin) (Entered: 06/09/2021)
06/09/2021	806	-SEALED-RESPONSE re 796 Order,,, *Letter Brief* filed by Accenture LLP. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Exhibit D)(Anderson, Devin) (Entered: 06/09/2021)
06/09/2021	807	MOTION to Seal *Exhibits C & D to Accenture Letter Brief (Docket No. 806)* by Accenture LLP (Attachments: # 1 Text of Proposed Order)(Anderson, Devin) (Entered: 06/09/2021)
06/11/2021	808	REPORT AND RECOMMENDATIONS of Special Master. Signed by the Honorable John M. Facciola on 6/11/2021. (Attachments: # 1 Attachment)(ybs, Deputy Clerk) (Entered: 06/11/2021)
06/11/2021	809	MEMORANDUM OPINION. Signed by Judge Paul W. Grimm on 6/11/2021. (Attachments: # 1 Appendix A)(jf3s, Deputy Clerk) (Entered: 06/11/2021)
06/11/2021	810	ORDER granting 647 Motion to Dismiss; dismissing with prejudice 609 Plaintiff's Third Amended Complaint; directing the Clerk to close civil action no. 19-cv-368-PWG. Signed by Judge Paul W. Grimm on 6/11/2021. (jf3s, Deputy Clerk) (Entered: 06/11/2021)
06/11/2021	811	MEMORANDUM OPINION. Signed by Judge Paul W. Grimm on 6/11/2021. (Attachments: # 1 Appendix A)(jf3s, Deputy Clerk) (Entered: 06/11/2021)
06/11/2021	812	ORDER granting 658 Motion to Dismiss; dismissing with prejudice Plaintiff's federal security claims (Counts IV, V and VI) and dismissing without prejudice Plaintiff's Delaware State law claims (Count I, II, and III) as to 624 Plaintiff's Verified Shareholder Derivative Second Amended Consolidated Complaint; directing the Clerk to close civil action no 19-cv-830-PWG. Signed by Judge Paul W. Grimm on 6/11/2021. (jf3s, Deputy Clerk) (Entered: 06/11/2021)
06/14/2021	813	ERRATUM Regarding 808 Report and Recommendation Signed by the Honorable John M. Facciola on. Signed by Judge Maryland Unassigned on 6/14/2021. (heps, Deputy Clerk) (Entered: 06/14/2021)
06/14/2021	814	PAPERLESS ORDER granting 801 Motion to Seal. Signed by Judge Paul W. Grimm on 6/14/2021.(pk3s, Chambers) (Entered: 06/14/2021)

06/14/2021	815	PAPERLESS ORDER granting 807 Motion to Seal. Signed by Judge Paul W. Grimm on 6/14/2021.(pk3s, Chambers) (Entered: 06/14/2021)
06/14/2021	816	LETTER ORDER Regarding Consumer Track. Signed by Judge Paul W. Grimm on 6/14/2021. (heps, Deputy Clerk) (Additional attachment(s) added on 7/29/2021: # 1 Letter Order) (mg3s, Deputy Clerk). (Entered: 06/14/2021)
06/15/2021	817	NOTICE by Hope Turner *of Withdrawal of Appearance* Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03763-PWG(Meeder, Jessica) (Entered: 06/15/2021)
06/16/2021	818	MOTION for Other Relief *REDACTED-PUBLIC VERSION (Motion for Issuance of Letters of Request)* by Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Gary Meter, Cheryl Pilon Meyer, Mary Ann Miller, Chris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran (Attachments: # 1 Memorandum in Support, # 2 Exhibit A, # 3 Exhibit B, # 4 Text of Proposed Order)(Ulwick, James) (Entered: 06/16/2021)
06/16/2021	819	-SEALED- MOTION for Other Relief *(Motion for Issuance of Letters of Request)* by Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Gary Meter, Cheryl Pilon Meyer, Mary Ann Miller, Chris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips(PWG 18-3933), Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran (Attachments: # 1 Memorandum in Support, # 2 Exhibit A, # 3 Exhibit B, # 4 Text of Proposed Order)(Ulwick, James) (Entered: 06/16/2021)
06/16/2021	820	MOTION to Seal *Motion for Issuance of Letters of Request (filed at ECF No. 819)* by Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon,

		Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Gary Meter, Cheryl Pilon Meyer, Mary Ann Miller, Chris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips(PWG 18-3933), Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran (Attachments: # 1 Text of Proposed Order)(Ulwick, James) (Entered: 06/16/2021)
06/17/2021	821	PAPERLESS ORDER granting 820 Motion to Seal. Signed by Judge Paul W. Grimm on 6/17/2021.(pk3s, Chambers) (Entered: 06/17/2021)
06/17/2021	822	ORDER granting 818 Motion for Issuance of Letters of Request; granting 819 Motion for Issuance of Letters of Request. Signed by Judge Paul W. Grimm on 6/17/2021. (Attachments: # 1 Attachment A, # 2 Attachment B) (ybs, Deputy Clerk) (Additional attachment(s) added on 6/17/2021: # 3 Attachment A Sealed, # 4 Attachment B Sealed) (ybs, Deputy Clerk). (Entered: 06/17/2021)
06/17/2021	823	PAPERLESS ORDER ADOPTING 792 Report and Recommendations of Special Master Judge Facciola regarding the Consumer Track. This Report and Recommendation was filed on the docket on May 25, 2021. The stipulated dispute resolution procedures, ECF No. 580, paragraph 5 provides, "If no party files an objection within 14 calendar days of the filing of the Report and Recommendation, the Report and Recommendation will be deemed adopted by the Court." No party has filed an objection, and the time to do so has passed. Therefore, the Report and Recommendation, ECF No. 792, is adopted by the Court. Signed by Judge Paul W. Grimm on 6/17/2021. (pk3s, Chambers) (Entered: 06/17/2021)
06/17/2021	824	PAPERLESS ORDER ADOPTING 797 Report and Recommendations of Special Master Judge Facciola regarding the Consumer Track. This Report and Recommendation was filed on the docket on June 2, 2021. The dispute resolution procedures regarding privilege log challenges, ECF No. 781, paragraph G.3.e provides, "If no party files an objection within six (6) calendar days of the filing of the Report and Recommendation, the Report and Recommendation will be deemed adopted by the Court, and the Producing Party shall de-designate similar documents within ten (10) days of the dispute being lodged on the docket." No party has filed an objection, and the time to do so has passed. Therefore, the Report and Recommendation, ECF No. 797, is adopted by the Court. Signed by Judge Paul W. Grimm on 6/17/2021.(pk3s, Chambers) (Entered: 06/17/2021)
06/18/2021	825	Correspondence re: summary judgment [Dkt. 770] (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Exhibit D, # 5 Exhibit E)(Warren, Daniel) (Entered: 06/18/2021)
06/21/2021	826	REPORT AND RECOMMENDATIONS of Special Master. Signed by the Honorable John M. Facciola on 6/18/2021. (ybs, Deputy Clerk) (Entered: 06/21/2021)
06/21/2021	827	PAPERLESS ORDER re 825 Marriott's letter regarding a proposed motion for summary judgment in the Government Track. The City of Chicago is directed to respond to Marriott's letter in a letter of three pages or less, single-spaced, excluding exhibits, by Friday, June 25, 2021. The response should address whether summary judgment briefing on the issues identified by Marriott should go forward at this time. I will schedule a

		conference with the parties to discuss their submissions. Signed by Judge Paul W. Grimm on 6/21/2021. (pk3s, Chambers) (Entered: 06/21/2021)
06/21/2021	828	NOTICE by Jeffrey Erlbaum *of Withdrawal of Julie B. Palley as Counsel* Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03764-PWG(Palley, Julie) (Entered: 06/21/2021)
06/22/2021	829	MOTION for Extension of Time to File Response/Reply as to 827 Order,, 825 Miscellaneous Correspondence *Unopposed* by City of Chicago(Rapp, Eve-Lynn) (Entered: 06/22/2021)
06/23/2021	830	PAPERLESS ORDER granting 829 Motion for Extension of Time to File Response as follows: Chicago is granted an extension of five days until June 30, 2021 to file its response to Marriott's pre-motion letter. I will hold a conference call with the parties in the Government track on July 6, 2021 at 5:00 pm to discuss the parties' submissions. A separate order with details will follow. Signed by Judge Paul W. Grimm on 6/23/2021. (pk3s, Chambers) (Entered: 06/23/2021)
06/23/2021	831	LETTER ORDER scheduling a pre-motion telephone conference call on July 6, 2021 at 5:00 p.m. Signed by Judge Paul W. Grimm on 6/23/2021. (ybs, Deputy Clerk) (Entered: 06/23/2021)
06/23/2021	832	PAPERLESS ORDER ADOPTING 803 Report and Recommendations of Special Master Judge Facciola regarding the Consumer Track. This Report and Recommendation regarding the NDS database was filed on the docket on June 7, 2021. The stipulated dispute resolution procedures, ECF No. 580, paragraph 5 provides, "If no party files an objection within 14 calendar days of the filing of the Report and Recommendation, the Report and Recommendation will be deemed adopted by the Court." No party has filed an objection, and the time to do so has passed. Therefore, the Report and Recommendation, ECF No. 803, is adopted by the Court. The Special Master's previous Report and Recommendation regarding the NDS database, ECF No. 682, is also resolved as moot. Signed by Judge Paul W. Grimm on 6/23/2021. (pk3s, Chambers) (Entered: 06/23/2021)
06/28/2021	833	MOTION for Voluntary Dismissal by Mary Ann Miller, Janel Sempre(Keller, Amy) (Entered: 06/28/2021)
06/29/2021	834	REPORT AND RECOMMENDATIONS of Special Master. Signed by Judge the Honorable John M. Facciola on 6/29/2021. (ybs, Deputy Clerk) (Additional attachment(s) added on 6/29/2021: # 1 Attachment, # 2 Attachment) (ybs, Deputy Clerk). (Entered: 06/29/2021)
06/29/2021	835	PAPERLESS ORDER re 834 REPORT AND RECOMMENDATIONS of Special Master. If Consumer Plaintiffs object to the Special Master's Report and Recommendation, they must file their objection by July 2, 2021. If no objection is filed by that date, the Report and Recommendation will be adopted by the Court. If Consumer Plaintiffs file an objection, Defendants may file a response by July 7, 2021. Any objection and response should be three pages or less, single-spaced, excluding exhibits. Signed by Judge Paul W. Grimm on 6/29/2021. (pk3s, Chambers) (Entered: 06/29/2021)
06/30/2021	836	PAPERLESS ORDER re 833 MOTION for VOLUNTARY DISMISSAL. Consumer Plaintiffs filed this motion without following my pre-motion procedures, ECF 334. I will accept the motion as filed, but in the future I may strike a motion that does not follow the pre-motion procedures. Under Fed. R. Civ. P. 41(a)(2), I may dismiss an action on a plaintiffs request on terms that I consider proper. Consumer Plaintiffs request that Bellwether Plaintiffs Janel Sempre and Mary Ann Miller be dismissed without prejudice, and indicate that Marriott believes that the dismissal should be with

		prejudice. I am inclined to grant the dismissal of these Bellwether Plaintiffs and the parties should brief the upcoming class certification motion accordingly. However, prior to determining the proper terms of dismissal, Marriott may file a response and Consumer Plaintiffs may reply. The response and reply should be 10 pages and 5 pages, respectively, excluding exhibits. The briefing on this issue will not affect the close of discovery or the class certification briefing deadlines. Consumer Plaintiffs and Marriott are directed to file a proposed briefing schedule for the response and reply by Friday, July 2, 2021. Signed by Judge Paul W. Grimm on 6/30/2021. (pk3s, Chambers) (Entered: 06/30/2021)
06/30/2021	837	MOTION for Other Relief *(Motion for the Issuance of Revised Letters of Request)* by Anne Marie Amarena, Harry Bell, Michaela Bittner, Douglas Blake, Teresa Borman, Travis Bowlby, William Boyd, Salvatore Caponigro, Michael Charron, Kathleen Christensen, Sheila Coughlin, Matthew Crabtree(individually and on behalf of all others similarly situated PWG 18-3779), Roger Cullen, Leslie Dallner, Gary Dittemore, Eric Dubitsky, Nathan Esquerra, Thomas Evankovich, James Marshall Farmer, Eric Fishon, Bruce Fitzgerald, Amber Flor, Barry Golin, Laura Gononian, John Stephen Griesenbeck, Gertie Haese, Charles Hanson, Timothy Hawkins, Lisa Henderson, Kathleen Frakes Hevener, Steven Jamison, Cleary Johs, Mary Jo Jurey, Nicole King, Joan Knudson, Shantonu Kundu, Irma Lawrence, Fredric Lazarus, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Brent McArthur, Anastasia McGee, Laura Messier, Gary Meter, Cheryl Pilon Meyer, Mary Ann Miller, Chris Morris, William Muckelroy II, Susan Mullins, Paula OBrien, Sherita Olive-Miller, Dallas Perkins, Sean Phillips, Michael Piana, Jeninne Pitts, Michael Podesta, Susan Raab, Frank Ragan(PWG 18-3933), Robert G Reynolds, Adam Ropp, Richard Ryans, Janel Sempre, Svetlana Shtofmakher, Mary Ann Sundius-Rose, Alan Teitleman, Josiah Trager, Hope Turner, David Viggiano, Bryan Wallace, Marc Weinberg, Keith Williams, Linda Wu, Shaun Yurtkuran (Attachments: # 1 Exhibit, # 2 Exhibit, # 3 Exhibit, # 4 Exhibit, # 5 Memorandum in Support, # 6 Text of Proposed Order)(Ulwick, James) (Entered: 06/30/2021)
06/30/2021	838	MOTION to Seal *Portions of Its Response to Marriotts Correspondence Regarding Summary Judgment* by City of Chicago (Attachments: # 1 Text of Proposed Order) (Rapp, Eve-Lynn) (Entered: 06/30/2021)
06/30/2021	839	-SEALED-RESPONSE re 838 MOTION to Seal *Portions of Its Response to Marriotts Correspondence Regarding Summary Judgment*, 825 Miscellaneous Correspondence filed by City of Chicago. (Attachments: # 1 Exhibit 1, # 2 Exhibit 2, # 3 Exhibit 3, # 4 Exhibit 4, # 5 Exhibit 5, # 6 Exhibit 6, # 7 Exhibit 7)(Rapp, Eve-Lynn) (Entered: 06/30/2021)
06/30/2021	840	RESPONSE re 825 Miscellaneous Correspondence *Redacted* filed by City of Chicago. (Attachments: # 1 Exhibit 1, # 2 Exhibit 2, # 3 Exhibit 3, # 4 Exhibit 4, # 5 Exhibit 5, # 6 Exhibit 6, # 7 Exhibit 7)(Rapp, Eve-Lynn) (Entered: 06/30/2021)
07/01/2021	841	PAPERLESS ORDER granting 838 Motion to Seal. Signed by Judge Paul W. Grimm on 7/1/2021. (pk3s, Chambers) (Entered: 07/01/2021)
07/01/2021	842	ORDER granting 837 Motion for the Issuance of Revised Letters of Request. Signed by Judge Paul W. Grimm on 7/1/2021. (Attachments: # 1 Attachment 1, # 2 Attachment 2) (ybs, Deputy Clerk) (Entered: 07/01/2021)
07/02/2021	843	NOTICE by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC *JOINT SUBMISSION OF PROPOSED BRIEFING SCHEDULE REGARDING PLAINTIFFS MOTION FOR VOLUNTARY DISMISSAL* (Ghannoum, Lisa) (Entered: 07/02/2021)

07/03/2021	844	PAPERLESS ORDER re 843 . Marriott's response to Consumer Plaintiff's motion for voluntary dismissal, ECF 833, is due on July 12, 2021. Consumer Plaintiffs' reply is due on July 26, 2021. The page limits for the response and reply are 10 pages and 5 pages, respectively, excluding exhibits. Signed by Judge Paul W. Grimm on 7/3/2021. (pk3s, Chambers) (Entered: 07/03/2021)
07/06/2021	845	PAPERLESS ORDER ADOPTING 834 Report and Recommendations of Special Master Judge Facciola regarding the Consumer Track. This Report and Recommendation was filed on the docket on June 29, 2021. On that day, I issued a Paperless Order, ECF No. 835, instructing the parties that any objections to the Report and Recommendation were due by July 2, 2021, and if no objection was filed by that date, the Report and Recommendation would be adopted by the Court. No party has filed an objection, and the time to do so has passed. Therefore, the Report and Recommendation, ECF No. 834, is adopted by the Court. Signed by Judge Paul W. Grimm on 7/6/2021. (pk3s, Chambers) (Entered: 07/06/2021)
07/06/2021	846	PAPERLESS ORDER memorializing today's telephone conference in the Government Track. The City of Chicago and Marriott should submit a proposed briefing schedule and page limits for summary judgment briefing on the issues identified in Marriott's pre-motion letter, ECF No. 825, by Tuesday, July 13, 2021. Signed by Judge Paul W. Grimm on 7/6/2021. (pk3s, Chambers) (Entered: 07/06/2021)
07/07/2021	847	PAPERLESS ORDER regarding the Consumer Track. Third-party 4Discovery has moved in the Northern District of Illinois to quash Marriott's notice of deposition and production of documents. Consumer Plaintiffs have also asked Special Master Judge Facciola to quash the notice of deposition on other grounds and the parties are briefing that issue before the Special Master. Consumer Plaintiffs and Marriott should complete that briefing before Special Master Judge Facciola. Judge Facciola's resolution of that dispute is stayed pending the resolution of 4Discovery's motion to quash in the Northern District of Illinois. If the subpoena is not quashed by the Northern District of Illinois or this Court, the deposition testimony and production of documents requested by the subpoena may be completed after the close of fact discovery on July 12, 2021. The deadlines for the class certification briefing will not be changed. Signed by Judge Paul W. Grimm on 7/7/2021. (pk3s, Chambers) (Entered: 07/07/2021)
07/08/2021	848	NOTICE of Voluntary Dismissal by Cina Nouri, Ricardo Zepeda (Ravipudi, Rahul) (Entered: 07/08/2021)
07/09/2021	849	NOTICE OF APPEAL as to 810 Order on Motion to Dismiss by Construction Laborers Pension Trust for Southern California. Filing fee $ 505, receipt number 0416-9370199. (Villegas, Carol) (Entered: 07/09/2021)
07/12/2021	850	STIPULATION of Dismissal *Without Prejudice* by Adam Ropp (Keller, Amy) (Entered: 07/12/2021)
07/12/2021	851	PAPERLESS ORDER APPROVING 850 Stipulation of Dismissal Without Prejudice and 848 Notice of Voluntary Dismissal. The CLERK is directed to terminate Plaintiffs Adam Ropp, Ricardo Zepeda, and Cina Nouri from this proceeding. Signed by Judge Paul W. Grimm on 7/12/2021. (pk3s, Chambers) (Entered: 07/12/2021)
07/12/2021	852	REPORT AND RECOMMENDATIONS of Special Master. Signed by the Honorable John M. Facciola on 7/12/2021. (Attachments: # 1 Attachment A, # 2 Attachment B) (ybs, Deputy Clerk) (Entered: 07/12/2021)
07/12/2021	853	RESPONSE to Motion re 833 MOTION for Voluntary Dismissal filed by Marriott International, Inc., Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC. (Attachments: # 1 Exhibit Exhibit A, # 2 Exhibit Exhibit B Notice, # 3 Exhibit

		Exhibit C Notice, # 4 Exhibit Exhibit D Notice, # 5 Exhibit Exhibit E Notice, # 6 Exhibit Exhibit F Notice, # 7 Exhibit Exhibit G Notice, # 8 Exhibit Exhibit H Notice, # 9 Exhibit Exhibit I Notice, # 10 Exhibit Exhibit J Notice, # 11 Exhibit Exhibit K Notice) (Ghannoum, Lisa) (Entered: 07/12/2021)
07/12/2021	854	-SEALED-RESPONSE to Motion re 833 MOTION for Voluntary Dismissal filed by Marriott International, Inc., Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC. (Attachments: # 1 Exhibit Exhibit A, # 2 Exhibit Exhibit B, # 3 Exhibit Exhibit C, # 4 Exhibit Exhibit D, # 5 Exhibit Exhibit E, # 6 Exhibit Exhibit F, # 7 Exhibit Exhibit G Slip Sheet, # 8 Exhibit Exhibit H, # 9 Exhibit Exhibit I, # 10 Exhibit Exhibit J, # 11 Exhibit Exhibit K)(Ghannoum, Lisa) (Entered: 07/12/2021)
07/12/2021	855	MOTION to Seal by Marriott International, Inc., Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Text of Proposed Order Proposed Order)(Ghannoum, Lisa) (Entered: 07/12/2021)
07/12/2021	856	(FILED IN ERROR) MOTION to Certify Class *by the Bellwether Plaintiffs* by Anne Marie Amarena, Michaela Bittner, Roger Cullen, Eric Fishon, Laura Gononian, Robert Guzikowski, Kathleen Frakes Hevener, Irma Lawrence, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Paula OBrien, David Viggiano, Bryan Wallace (Attachments: # 1 Appendix of Exhibits, Redacted, # 2 Exhibit 1, Declaration of Class Counsel, # 3 Text of Proposed Order 2, Proposed Order Granting Plaintiffs' Motion, # 4 Exhibit 3, Trial Plan, Redacted, # 5 Exhibit Notice of Exhibits 4-50 Filed Under Seal) (Keller, Amy) Modified on 7/13/2021 (ybs, Deputy Clerk). (Entered: 07/12/2021)
07/12/2021	857	Sealed Document(Keller, Amy) (Entered: 07/12/2021)
07/13/2021	858	Corrected MOTION to Certify Class *by the Bellwether Plaintiffs* by Anne Marie Amarena, Michaela Bittner, Roger Cullen, Eric Fishon, Laura Gononian, Robert Guzikowski, Kathleen Frakes Hevener, Irma Lawrence, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Paula OBrien, David Viggiano, Bryan Wallace (Attachments: # 1 Memorandum in Support, # 2 Appendix Index of Exhibits, # 3 Exhibit Declaration of Class Counsel, # 4 Text of Proposed Order, # 5 Exhibit Proposed Trial Plan, Redacted, # 6 Exhibit Notice, Exhibits 4 through 50 Filed Under Seal) (Keller, Amy) (Entered: 07/13/2021)
07/13/2021	859	Sealed Document (Attachments: # 1 Exhibit 3, Trial Plan, # 2 Exhibit 4, Expert Report of Mary Frantz, # 3 Exhibit 5, Expert Report of Sarah Butler, # 4 Exhibit 6, Expert Report of Jeffrey Prince, Ph.D., # 5 Exhibit 7, # 6 Exhibit 8, # 7 Exhibit 9, # 8 Exhibit 10, # 9 Exhibit 11, # 10 Exhibit 12, # 11 Exhibit 13, # 12 Exhibit 14, # 13 Exhibit 15, # 14 Exhibit 16, # 15 Exhibit 17, # 16 Exhibit 18, # 17 Exhibit 19, # 18 Exhibit 20, # 19 Exhibit 21, # 20 Exhibit 22, # 21 Exhibit 23, # 22 Exhibit 24, # 23 Exhibit 25, # 24 Exhibit 26, # 25 Exhibit 27, # 26 Exhibit 28, # 27 Exhibit 29, # 28 Exhibit 30, # 29 Exhibit 31, # 30 Exhibit 32, # 31 Exhibit 33, # 32 Exhibit 34, # 33 Exhibit 35, # 34 Exhibit 36, # 35 Exhibit 37, # 36 Exhibit 38, # 37 Exhibit 39, # 38 Exhibit 40, # 39 Exhibit 41, # 40 Exhibit 42, # 41 Exhibit 43, # 42 Exhibit 44, # 43 Exhibit 45, # 44 Exhibit 46, # 45 Exhibit 47, # 46 Exhibit 48, # 47 Exhibit 49, # 48 Exhibit 50)(Keller, Amy) (Entered: 07/13/2021)
07/13/2021	860	MOTION to Seal *Memorandum in Support of Bellwether Plaintiffs' Corrected Motion for Class Certification and Supporting Exhibits* by Anne Marie Amarena, Michaela Bittner, Roger Cullen, Eric Fishon, Laura Gononian, Robert Guzikowski, Kathleen Frakes Hevener, Irma Lawrence, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Paula OBrien, David Viggiano, Bryan Wallace (Attachments: # 1 Text of Proposed Order)(Keller, Amy) (Entered: 07/13/2021)
07/13/2021	861	NOTICE by City of Chicago *JOINT SUBMISSION OF PROPOSED BRIEFING*

		SCHEDULE REGARDING MARRIOTTS MOTION FOR SUMMARY JUDGMENT (Rapp, Eve-Lynn) (Entered: 07/13/2021)
07/13/2021	862	PAPERLESS ORDER regarding exhibits. Consumer Plaintiffs motion for class certification was filed yesterday along with 50 exhibits totaling over 5,600 pages. See ECF Nos. 857, 858, 859. To facilitate my review of these lengthy exhibits, counsel for Consumer Plaintiffs will please highlight the relevant portions of the exhibits. To the extent possible, deposition transcripts should be filed in minuscript form, with four pages per sheet. Counsel for Consumer Plaintiffs should refile their exhibits on the docket and provide a paper copy in accordance with these instructions. These formatting instructions for exhibits and deposition transcripts apply to all future briefing in this MDL. Signed by Judge Paul W. Grimm on 7/13/2021. (pk3s, Chambers) (Entered: 07/13/2021)
07/19/2021	863	Sealed Document (Attachments: # 1 Exhibit Book 2 of Exhibits pursuant to ECF 862, Tabs 7-11, # 2 Exhibit Book 3 of Exhibits pursuant to ECF 862, Tabs 12-14, # 3 Exhibit Book 4 of Exhibits pursuant to ECF 862, Tabs 15-17, # 4 Exhibit Book 5 of Exhibits pursuant to ECF 862,Tabs 18-24, # 5 Exhibit Book 6 of Exhibits pursuant to ECF 862, Tabs 25-49, # 6 Exhibit Book 7 of Exhibits pursuant to ECF 862, Tab 50)(Ulwick, James) (Entered: 07/19/2021)
07/19/2021	864	MOTION to Seal *Docket No. 863 - Consumer Plaintiffs' Motion for Leave to File Under Seal Revised Exhibits to Class Certiication Motion* by Anne Marie Amarena, Michaela Bittner, Roger Cullen, Eric Fishon, Laura Gononian, Robert Guzikowski, Kathleen Frakes Hevener, Irma Lawrence, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Paula OBrien, David Viggiano, Bryan Wallace (Attachments: # 1 Text of Proposed Order Proposed Order)(Ulwick, James) (Entered: 07/19/2021)
07/19/2021	865	Sealed Document (Attachments: # 1 Exhibit A - Redline version)(Ulwick, James) (Entered: 07/19/2021)
07/19/2021	866	MOTION to Seal *Correct Memorandum in Support of Their Corrected Motion for Class Certification* by Anne Marie Amarena, Michaela Bittner, Roger Cullen, Eric Fishon, Laura Gononian, Robert Guzikowski, Kathleen Frakes Hevener, Irma Lawrence, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Paula OBrien, David Viggiano, Bryan Wallace (Attachments: # 1 Text of Proposed Order Proposed Order for Consumer Plaintiffs' Motion for Leave to File Under Seal)(Ulwick, James) (Entered: 07/19/2021)
07/20/2021	867	REPORT AND RECOMMENDATIONS of Special Master. Signed by the Honorable John M. Facciola on 7/20/2021. (heps, Deputy Clerk) (Additional attachment(s) added on 7/21/2021: # 1 Attachment, # 2 Attachment) (ybs, Deputy Clerk). (Entered: 07/20/2021)
07/21/2021	868	Transmission of Notice of Appeal and Docket Sheet to US Court of Appeals re 849 Notice of Appeal. IMPORTANT NOTICE: To access forms which you are required to file with the United States Court of Appeals for the Fourth Circuit please go to http://www.ca4.uscourts.gov and click on Forms & Notices.(jj2, Deputy Clerk) (Entered: 07/21/2021)
07/21/2021	869	PAPERLESS ORDER approving 861 Joint Proposed Briefing Schedule. The deadlines and page limits as proposed shall apply to Marriott's Motion for Summary Judgment relating to the Government Track. Signed by Judge Paul W. Grimm on 7/21/2021. (imws, Chambers) (Entered: 07/21/2021)
07/23/2021	870	REPORT AND RECOMMENDATIONS of Special Master re 867 REPORT AND RECOMMENDATIONS of Special Master. Signed by the Honorable John M. Facciola on 7/22/2021. (ybs, Deputy Clerk) (Entered: 07/23/2021)

07/26/2021	871	Status Report Submitted by Accenture LLP, Accenture PLC, Michaela Bittner, City of Chicago, Roger Cullen, Eric Fishon, Laura Gononian, Robert Guzikowski, Kathleen Frakes Hevener, Irma Lawrence, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Marriott International, Inc., Paula OBrien, Starwood Hotels and Resorts Worldwide, LLC, David Viggiano, Bryan Wallace (Keller, Amy) (Entered: 07/26/2021)
07/26/2021	872	REPLY to Response to Motion re 833 MOTION for Voluntary Dismissal filed by Mary Ann Miller, Janel Sempre. (Attachments: # 1 Exhibit 1, Declaration of Mary Ann Miller, # 2 Exhibit 2, Declaration of Janel Sempre)(Keller, Amy) (Entered: 07/26/2021)
07/27/2021	873	PAPERLESS ORDER re 870 Report and Recommendation. As I Ordered at the bottom of the Special Master's Report and Recommendation, ECF 870, when it was filed on the docket, the Report and Recommendation, ECF 870, is approved. The deadlines for the parties to object to the Special Master's previous Report and Recommendation, ECF 867, are stayed pending the Special Master's resolution of any motions for reconsideration of that Report and Recommendation. Signed by Judge Paul W. Grimm on 7/27/2021.(pk3s, Chambers) (Entered: 07/27/2021)
07/28/2021	874	USCA Case Number 21-1802 for 849 Notice of Appeal filed by Construction Laborers Pension Trust for Southern California. Case Manager - Rickie Edwards (jj2, Deputy Clerk) (Entered: 07/28/2021)
07/29/2021	875	PAPERLESS ORDER ADOPTING 852 Report and Recommendations of Special Master Judge Facciola regarding the Consumer Track. This Report and Recommendation was filed on the docket on July 12, 2021. The stipulated dispute resolution procedures, ECF No. 580, paragraph 5 provides, "If no party files an objection within 14 calendar days of the filing of the Report and Recommendation, the Report and Recommendation will be deemed adopted by the Court." No party has filed an objection, and the time to do so has passed. Therefore, the Report and Recommendation, ECF No. 852, is adopted by the Court. Signed by Judge Paul W. Grimm on 7/29/2021.(pk3s, Chambers) (Entered: 07/29/2021)
08/02/2021	876	NOTICE of Appearance by James Ulwick on behalf of All Plaintiffs (Ulwick, James) (Entered: 08/02/2021)
08/03/2021	877	REPORT AND RECOMMENDATIONS of Special Master. Signed by the Honorable John M. Facciola on 8/3/2021. (ybs, Deputy Clerk) (Entered: 08/03/2021)
08/03/2021	878	REPORT AND RECOMMENDATIONS of Special Master. Signed by the Honorable John M. Facciola on 8/3/2021. (ybs, Deputy Clerk) (Entered: 08/03/2021)
08/05/2021	879	PAPERLESS ORDER re 816 Consumer Track Briefing Schedule. In the briefing schedule for class certification and expert reports in the Consumer Track, ECF 816, the deadline for Defendants to oppose class certification and for Defendants to serve reports for class certification experts is September 6, 2021. The Court will be closed on that day for the Labor Day holiday. Therefore, these deadlines will be amended to September 7, 2021. All other deadlines in the schedule remain the same. Signed by Judge Paul W. Grimm on 8/5/2021. (pk3s, Chambers) (Entered: 08/05/2021)
08/20/2021	880	PAPERLESS ORDER ADOPTING 877 Report and Recommendations of Special Master Judge Facciola regarding the Consumer Track. This Report and Recommendation was filed on the docket on August 3, 2021. The stipulated dispute resolution procedures, ECF No. 580, paragraph 5 provides, "If no party files an objection within 14 calendar days of the filing of the Report and Recommendation, the Report and Recommendation will be deemed adopted by the Court." No party has filed an objection, and the time to do so has passed. Therefore, the Report and

		Recommendation, ECF No. 877, is adopted by the Court. Signed by Judge Paul W. Grimm on 8/20/2021. (pk3s, Chambers) (Entered: 08/20/2021)
08/20/2021	881	PAPERLESS ORDER ADOPTING 878 Report and Recommendations of Special Master Judge Facciola regarding the Consumer Track. This Report and Recommendation was filed on the docket on August 3, 2021. The stipulated dispute resolution procedures, ECF No. 580, paragraph 5 provides, "If no party files an objection within 14 calendar days of the filing of the Report and Recommendation, the Report and Recommendation will be deemed adopted by the Court." No party has filed an objection, and the time to do so has passed. Therefore, the Report and Recommendation, ECF No. 878, is adopted by the Court as follows. The parties will exchange challenges to the confidentiality designations made for materials filed in conjunction with the class certification briefing within 7 days of the filing of plaintiffs' reply in support of its motion for class certification. The parties shall then meet and confer on those materials within 7 days. The parties may bring any challenge to unresolved confidentiality designations within 14 days after that to Special Master Judge Facciola. With respect to the confidentiality designations made for deposition testimony and exhibits, but not used in the parties' class certification briefing, so long as the confidentiality designations were timely made, challenges may not be commenced until 14 days after the Court's receipt of all confidentiality challenges made after the briefing of class certification. Signed by Judge Paul W. Grimm on 8/20/2021.(pk3s, Chambers) (Entered: 08/20/2021)
08/24/2021	882	STIPULATION and ORDER regarding 867 Report and Recommendations.. Signed by Judge Paul W. Grimm on 8/24/2021. (ybs, Deputy Clerk) (Entered: 08/24/2021)
08/31/2021	883	MEMORANDUM OPINION. Signed by Judge Paul W. Grimm on 8/31/2021. (ybs, Deputy Clerk) (Entered: 08/31/2021)
08/31/2021	884	ORDER granting in part and denying in part 833 Motion for Voluntary Dismissal; directing Clerk to terminate Plaintiffs Janel Sempre and Mary Ann Miller. Signed by Judge Paul W. Grimm on 8/31/2021. (ybs, Deputy Clerk) (Entered: 08/31/2021)
09/07/2021	885	-SEALED-RESPONSE in Opposition re 858 Corrected MOTION to Certify Class *by the Bellwether Plaintiffs* filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC. (Attachments: # 1 Appendix, # 2 Exhibit 1, # 3 Exhibit 2, # 4 Exhibit 3, # 5 Exhibit 4, # 6 Exhibit 5, # 7 Exhibit 6, # 8 Exhibit 7, # 9 Exhibit 8, # 10 Exhibit 9, # 11 Exhibit 10, # 12 Exhibit 11, # 13 Exhibit 12, # 14 Exhibit 13, # 15 Exhibit 14, # 16 Exhibit 15, # 17 Exhibit 16, # 18 Exhibit 17, # 19 Exhibit 18, # 20 Exhibit 19, # 21 Exhibit 20, # 22 Exhibit 21, # 23 Exhibit 22, # 24 Exhibit 23, # 25 Exhibit 24, # 26 Exhibit 25, # 27 Exhibit 26, # 28 Exhibit 27, # 29 Exhibit 28, # 30 Exhibit 29, # 31 Exhibit 30, # 32 Exhibit 31, # 33 Exhibit 32, # 34 Exhibit 33, # 35 Exhibit 34, # 36 Exhibit 35, # 37 Exhibit 36, # 38 Exhibit 37, # 39 Exhibit 38, # 40 Exhibit 39, # 41 Exhibit 40, # 42 Exhibit 41, # 43 Exhibit 42, # 44 Exhibit 43, # 45 Exhibit 44, # 46 Exhibit 45, # 47 Exhibit 46, # 48 Exhibit 47, # 49 Exhibit 48, # 50 Exhibit 49, # 51 Exhibit 50, # 52 Exhibit 51, # 53 Exhibit 52, # 54 Exhibit 53, # 55 Exhibit 54)(Warren, Daniel) (Entered: 09/07/2021)
09/07/2021	886	MOTION to Seal by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Text of Proposed Order)(Warren, Daniel) (Entered: 09/07/2021)
09/07/2021	887	NOTICE by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC *DEFENDANTS CLASS CERTIFICATION EXPERT DISCLOSURES* (Warren, Daniel) (Entered: 09/07/2021)
09/07/2021	888	REDACTED DOCUMENT to 885 Response in Opposition to Motion,,,,, by Marriott

		International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Appendix, # 2 Exhibit 6, # 3 Exhibit 7, # 4 Exhibit 8, # 5 Exhibit 9, # 6 Exhibit 10, # 7 Exhibit 20, # 8 Exhibit Notice of Filing of Document Under Seal)(Warren, Daniel) (Entered: 09/07/2021)
09/10/2021	889	NOTICE by Tom Abogabal, Latoya Aguillard, Debra Anthony, Amanda Arnold, Nathan Royce Banks, Jamie Bannon, Cayla Campbell, Arhonda Carlisle, Luke Castle, Crystal Chambers, Patricia Daughtery, Richard Davis, Scott Dias, Eric Dubitsky, Michele Emanuele, Barbara Erickson, Scott Farkas, Nathan Finney(PWG 19-94), Nicholas Frazer, Julie Ganuelas, Paula Glass, Cynthia Griffith, Tanya Harris, Brian Herman, Ron Jones, David J. Kimmel, Irma Lawrence, Samuel Mangano, Lisa McGuire, Pamela Moore, Howard William Myones, Christina Olsen, Darren Perks, Frank Ragan, Lamarkis Robinson, Adam Sanderson, David Secrist, Nicole Theiss, Robert Trepper, Edgar Vaynshteyn, April Vrtis, Jennifer White, Matthew White, Dolly Wright, Jacqueline Zenon re 842 Order on Motion for Other Relief *(Consumer Plaintiffs' Notice Regarding the Appointment of a Commission to Hear Testimony Under the Hague Evidence Convention* (Attachments: # 1 Exhibit A)(Ulwick, James) (Entered: 09/10/2021)
09/20/2021	891	Sealed Document (Attachments: # 1 Exhibit 1, # 2 Exhibit 2, # 3 Exhibit 3, # 4 Exhibit 4, # 5 Exhibit 5)(Warren, Daniel) (Entered: 09/20/2021)
09/20/2021	892	MOTION for Leave to File *Under Seal Portions of Defendants' Motion to Exclude Dr. Jeffrey Princes Opinions and Materials in Support* by Marriott International, Inc. (Attachments: # 1 Attachment Proposed Order)(Warren, Daniel) (Entered: 09/20/2021)
09/20/2021	893	REDACTED DOCUMENT *DEFENDANTS MOTION TO EXCLUDE DR. PRINCES OPINIONS* by Marriott Hotel Services, Inc., Marriott International, Inc., Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Exhibit EXHIBIT 1, # 2 Exhibit EXHIBIT 2, # 3 Exhibit EXHIBIT 3, # 4 Exhibit EXHIBIT 4, # 5 Exhibit EXHIBIT 5, # 6 Exhibit NOTICE OF FILING OF DOCUMENT UNDER SEAL)(Warren, Daniel) (Entered: 09/20/2021)
09/21/2021	894	-SEALED-Corrected MOTION for Other Relief *Defendants' Motion to Exclude Dr. Prince's Opinions* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Memorandum in Support Defendants' Memorandum in Support of Motion to Exclude Dr. Prince's Opinions, # 2 Exhibit Exhibit 1, # 3 Exhibit Exhibit 2, # 4 Exhibit Exhibit 3, # 5 Exhibit Exhibit 4, # 6 Exhibit Exhibit 5, # 7 Text of Proposed Order Proposed Order)(Warren, Daniel) (Entered: 09/21/2021)
09/21/2021	895	Corrected MOTION for Other Relief *Defendants' Motion to Exclude Dr. Prince's Opinions* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Memorandum in Support Defendants' Memorandum in Support of Motion to Exclude Dr. Prince's Opinions, # 2 Exhibit Exhibit 1, # 3 Exhibit Exhibit 2, # 4 Exhibit Exhibit 3, # 5 Exhibit Exhibit 4, # 6 Exhibit Exhibit 5, # 7 Text of Proposed Order Proposed Order, # 8 Defendants' Notice of Filing Documents Under Seal) (Warren, Daniel) (Entered: 09/21/2021)
09/21/2021	896	MOTION for Leave to File *(Motion for Leave to File Expert Rebuttal Reports)* by Anne Marie Amarena, Michaela Bittner, Roger Cullen, Eric Fishon, Laura Gononian, Robert Guzikowski, Kathleen Frakes Hevener, Irma Lawrence, Brent Long, Maria Maisto, Denitrice Marks, Paula OBrien, David Viggiano, Bryan Wallace (Attachments: # 1 Exhibit A)(Ulwick, James) (Entered: 09/21/2021)
09/22/2021	897	STATUS REPORT by Accenture LLP, Michaela Bittner, City of Chicago, Roger Cullen, Eric Fishon, Laura Gononian, Robert Guzikowski, Kathleen Frakes Hevener, Irma Lawrence, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Marriott

		International, Inc., Marriott International, Inc., Paula OBrien, Starwood Hotels and Resorts Worldwide, LLC, David Viggiano, Bryan Wallace(Ghannoum, Lisa) Modified on 9/23/2021 (ybs, Deputy Clerk). (Entered: 09/22/2021)
09/23/2021	898	NOTICE of Hearing: Class Certification and Expert Challenges hearing (Consumer Track)set for January 24, 2022 and January 25, 2022 at 09:00 AM in Courtroom 4B, 6500 Cherrywood Lane, Greenbelt, Maryland 20770, before Judge Paul W. Grimm. (ats, Chambers) (Entered: 09/23/2021)
09/28/2021	899	-SEALED-RESPONSE to Motion re 896 MOTION for Leave to File *(Motion for Leave to File Expert Rebuttal Reports)* filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC.(Warren, Daniel) (Entered: 09/28/2021)
09/28/2021	900	MOTION to Seal by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Text of Proposed Order)(Warren, Daniel) (Entered: 09/28/2021)
09/28/2021	901	REDACTED DOCUMENT to 896 MOTION for Leave to File *(Motion for Leave to File Expert Rebuttal Reports)* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC(Warren, Daniel) (Entered: 09/28/2021)
09/30/2021	902	ORDER granting 896 Motion for Leave to File Expert Rebuttal Reports. Signed by Judge Paul W. Grimm on 9/30/2021. (ybs, Deputy Clerk) (Entered: 09/30/2021)
10/11/2021	903	NOTICE to Substitute Attorney *Tyner D. Helms* Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03738-PWG(Helms, Tyner) (Entered: 10/11/2021)
10/12/2021	904	MOTION to Seal *their unredacted Reply in Support of their Motion for Class Certification* by Anne Marie Amarena, Michaela Bittner, Roger Cullen, Eric Fishon, Laura Gononian, Robert Guzikowski, Kathleen Frakes Hevener, Irma Lawrence, Brent Long, Maria Maisto, Denitrice Marks, Paula OBrien, David Viggiano, Bryan Wallace (Attachments: # 1 Text of Proposed Order)(Keller, Amy) (Entered: 10/12/2021)
10/12/2021	905	Sealed Document (Attachments: # 1 Index of Exhibits, # 2 Exhibit A, Rebuttal Report of Nicolas Christin, # 3 Exhibit B, Excerpts from Promod Achary Deposition, # 4 Exhibit C, Rebuttal Report of Jeffrey Prince, Ph.D., # 5 Exhibit D, Rebuttal Report of Sarah Butler, # 6 Exhibit E, Communication and Notes from 30(b)(6) Negotiations) (Keller, Amy) (Entered: 10/12/2021)
10/12/2021	906	(FILED IN ERROR) -SEALED - NOTICE of Filing Under Seal Reply in Support of Plaintiffs' Motion for Class Certification by Anne Marie Amarena, Michaela Bittner, Roger Cullen, Eric Fishon, Laura Gononian, Robert Guzikowski, Kathleen Frakes Hevener, Irma Lawrence, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Paula OBrien, David Viggiano, Bryan Wallace re 905 Sealed Document, (Keller, Amy) Modified on 10/13/2021 (ybs, Deputy Clerk). (Entered: 10/12/2021)
10/12/2021	907	(FILED IN ERROR) -SEALED - NOTICE of Filing Under Seal Exhibits A-E in Support of Plaintiffs' Reply in Support of Class Certification by Anne Marie Amarena, Michaela Bittner, Roger Cullen, Eric Fishon, Laura Gononian, Robert Guzikowski, Kathleen Frakes Hevener, Irma Lawrence, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Paula OBrien, David Viggiano, Bryan Wallace re 905 Sealed Document, (Keller, Amy) Modified on 10/13/2021 (ybs, Deputy Clerk). (Entered: 10/12/2021)
10/15/2021	908	PAPERLESS ORDER DIRECTING counsel in the consumer track to docket in this court the filings in the Northern District of Illinois related to a motion to quash filed in that district that relates to this litigation, so that Special Master Facciola may have these documents to prepare to work with counsel to address the issues raised. Counsel will

		docket the documents no later than close of business on Monday, October 18, 2021, unless otherwise directed by the Special Master. Signed by Judge Paul W. Grimm on 10/15/2021. (ats, Chambers) (Entered: 10/15/2021)
10/18/2021	909	NOTICE by Anne Marie Amarena, Michaela Bittner, Roger Cullen, Eric Fishon, Laura Gononian, Robert Guzikowski, Kathleen Frakes Hevener, Irma Lawrence, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Paula OBrien, David Viggiano, Bryan Wallace *of Filing Documents from 4Discovery v. Marriott matter* (Attachments: # 1 Exhibit ECF No. 1, 4Discovery Motion to Quash, # 2 Exhibit ECF No. 7, Marriott Motion to Compel, # 3 Exhibit ECF No. 8, Marriott Notice of Motion, # 4 Exhibit ECF No. 9, 4Discovery Motion to Quash, # 5 Exhibit ECF No. 10, 4Discovery Notice of Motion, # 6 Exhibit ECF No. 16, 4Discovery's Response to Motion to Compel, # 7 Exhibit ECF No. 17, Marriott's Response to Motion to Quash, # 8 Exhibit ECF No. 18, Minute Entry, # 9 Exhibit ECF No. 19, Minute Entry, # 10 Exhibit ECF No. 20, Order) (Keller, Amy) (Entered: 10/18/2021)
10/20/2021	910	REPLY to Response to Motion re 858 Corrected MOTION to Certify Class *by the Bellwether Plaintiffs Redacted, Publicly-Available Version* filed by Anne Marie Amarena, Michaela Bittner, Roger Cullen, Eric Fishon, Laura Gononian, Robert Guzikowski, Kathleen Frakes Hevener, Irma Lawrence, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Paula OBrien, David Viggiano, Bryan Wallace.(Keller, Amy) (Entered: 10/20/2021)
10/22/2021	911	MOTION to Seal by Anne Marie Amarena, Michaela Bittner, Roger Cullen, Eric Fishon, Laura Gononian, Robert Guzikowski, Kathleen Frakes Hevener, Irma Lawrence, Brent Long, Maria Maisto, Denitrice Marks, Paula OBrien, David Viggiano, Bryan Wallace (Attachments: # 1 Text of Proposed Order)(Keller, Amy) (Entered: 10/22/2021)
10/22/2021	912	MOTION to Seal by Michaela Bittner, Roger Cullen, Eric Fishon, Laura Gononian, Robert Guzikowski, Kathleen Frakes Hevener, Irma Lawrence, Brent Long, Maria Maisto, Denitrice Marks, Paula OBrien, David Viggiano, Bryan Wallace (Attachments: # 1 Text of Proposed Order)(Keller, Amy) (Entered: 10/22/2021)
10/22/2021	913	-SEALED- MOTION for Other Relief *to Exclude Expert Opinions of Tom Snyder* by Anne Marie Amarena, Michaela Bittner, Roger Cullen, Eric Fishon, Laura Gononian, Robert Guzikowski, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Paula OBrien, David Viggiano, Bryan Wallace (Attachments: # 1 Memorandum in Support, # 2 Exhibit 1, Expert Report of Tom Snyder, # 3 Exhibit 2, Deposition Transcript of Tom Snyder, # 4 Exhibit 3, Rebuttal Expert Report of Nicolas Christin, # 5 Exhibit 4, Letter from S. Petterson to T. Hogan and E. Long dated Sept. 29, 2021, # 6 Exhibit 5, Email from T. Hogan to S. Petterson dated Oct. 1, 2021, # 7 Exhibit 6, Email to T. Snyder dated May 26, 2021, # 8 Exhibit 7, Marriott Research Request 2018, # 9 Exhibit 8, Marriott Research Request 2021)(Keller, Amy) (Entered: 10/22/2021)
10/22/2021	914	-SEALED- MOTION for Other Relief *Motion to Exclude Expert Opinions of Kevin T. Poindexter* by Bryan Wallace (Attachments: # 1 Memorandum in Support, # 2 Exhibit 1, Declaration of Kevin T. Poindexter, # 3 Exhibit 2, Deposition Transcript of Kevin T. Poindexter)(Keller, Amy) (Entered: 10/22/2021)
10/25/2021	915	MOTION to Seal *Plaintiffs' Response in Opposition to Defendants' Motion to Exclude Dr. Prince's Opinions* by Anne Marie Amarena, Michaela Bittner, Roger Cullen, Eric Fishon, Laura Gononian, Robert Guzikowski, Kathleen Frakes Hevener, Irma Lawrence, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Paula OBrien, David Viggiano, Bryan Wallace (Attachments: # 1 Text of Proposed Order)(Keller, Amy) (Entered: 10/25/2021)

10/25/2021	916	-SEALED-RESPONSE in Opposition re 895 Corrected MOTION for Other Relief *Defendants' Motion to Exclude Dr. Prince's Opinions*, 894 Corrected MOTION for Other Relief *Defendants' Motion to Exclude Dr. Prince's Opinions* filed by Anne Marie Amarena, Michaela Bittner, Roger Cullen, Eric Fishon, Laura Gononian, Robert Guzikowski, Kathleen Frakes Hevener, Irma Lawrence, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Paula OBrien, David Viggiano, Bryan Wallace. (Attachments: # 1 Exhibit 1, Expert Class Certification Rebuttal Report of Jeffrey T. Prince, Ph.D., dated October 12, 2021, # 2 Exhibit 2, Excerpts from Dr. Jeffrey T. Prince's Deposition, # 3 Exhibit 3, Excerpts from Russell Vereb's Corporate Representative Deposition, # 4 Exhibit 4, Excerpts from Dr. Catherine Tucker's Deposition, # 5 Exhibit 5, Excerpts from Gregory J. Lattin's Corporate Representative Deposition)(Keller, Amy) (Entered: 10/25/2021)
10/26/2021	917	NOTICE by Todd Joseph Elliot *of Withdrawal of Appearance* (LaFramboise, Drew) (Entered: 10/26/2021)
10/29/2021	918	Correspondence re: requesting status conference for guidance in advance of class certification hearing (Warren, Daniel) (Entered: 10/29/2021)
11/01/2021	919	PAPERLESS ORDER re 918 correspondence. The Court acknowledges defense counsel's request for a status conference. Following a jury trial this week, the Court will schedule a status conference with the parties. Signed by Judge Paul W. Grimm on 11/1/2021. (rs9, Chambers) (Entered: 11/01/2021)
11/02/2021	920	NOTICE of Change of Address by Manfred Muecke (Muecke, Manfred) (Entered: 11/02/2021)
11/03/2021	921	Memorandum re 913 MOTION for Other Relief *to Exclude Expert Opinions of Tom Snyder (Redacted, Publicly-Available Version)* filed by Laura Gononian, Robert Guzikowski, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Paula OBrien, David Viggiano, Bryan Wallace.(Ulwick, James) (Entered: 11/03/2021)
11/03/2021	922	RESPONSE in Opposition re 916 Response in Opposition to Motion,,, 895 Corrected MOTION for Other Relief *Defendants' Motion to Exclude Dr. Prince's Opinions (Redacted, Publicly-Available Version)* by Anne Marie Amarena, Michaela Bittner, Roger Cullen, Eric Fishon, Laura Gononian, Robert Guzikowski, Kathleen Frakes Hevener, Irma Lawrence, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Paula OBrien, David Viggiano, Bryan Wallace. (Ulwick, James) (Entered: 11/03/2021)
11/03/2021	923	Memorandum re 914 MOTION for Other Relief *Motion to Exclude Expert Opinions of Kevin T. Poindexter* , RESPONSE in Support *(Redacted, Publicly-Available Version)* filed by Irma Lawrence, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Paula OBrien, David Viggiano, Bryan Wallace.(Ulwick, James) (Entered: 11/03/2021)
11/04/2021	924	Correspondence re: Defendants' Letter ECF No. 918 Requesting Status Conference (Keller, Amy) (Entered: 11/04/2021)
11/08/2021	925	PAPERLESS ORDER STAYING sine die the deadlines outlined in 881 re confidentiality designation challenges. Signed by Judge Paul W. Grimm on 11/8/2021. (rs9s, Chambers) (Entered: 11/08/2021)
11/12/2021	926	PAPERLESS ORDER scheduling a status conference with counsel for Plaintiffs in the Consumer track and counsel for Defendants Marriott and Accenture for November 30, 2021 at 10:00am. The status conference will take place via Zoom. Counsel will be emailed a link to the Zoom meeting prior to the status conference. Counsel are advised that the Court will reschedule the Class Certification and Expert Challenges hearing currently scheduled for January 24, 2022 and January 25, 2022. The status conference will concern the Court's organizational approach to resolving the class certification

		motions and expert challenges. Signed by Judge Paul W. Grimm on 11/12/2021. (rs9, Chambers) (Entered: 11/12/2021)
11/22/2021	927	MOTION for Extension of Time *AGREED MOTION FOR EXTENSION OF TIME ON BRIEFING SCHEDULE REGARDING MARRIOTTS MOTION FOR SUMMARY JUDGMENT* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Text of Proposed Order)(Warren, Daniel) (Entered: 11/22/2021)
11/23/2021	928	PAPERLESS ORDER granting 927 Motion for Extension of Time. Signed by Judge Paul W. Grimm on 11/23/2021. (rs9, Chambers) (Entered: 11/23/2021)
11/23/2021	929	STATUS REPORT *Joint Status Report* by City of Chicago(Rapp, Eve-Lynn) (Entered: 11/23/2021)
11/23/2021	930	Correspondence re: Defendants' Request for Leave to File Surreply to Plaintiffs' Motion for Class Certification (Primis, Craig) (Entered: 11/23/2021)
11/24/2021	931	PAPERLESS ORDER DIRECTING Plaintiffs in Consumer track to file a short letter response to 930 Correspondence by 3:00pm on Monday, November 29, 2021. The letter response, excluding attachments, should be no more than five pages. Signed by Judge Paul W. Grimm on 11/24/2021. (rs9, Chambers) (Entered: 11/24/2021)
11/28/2021	932	PAPERLESS ORDER STAYING the prior paperless order, 931 , issued on November 24, 2021. Counsel will receive further instructions regarding the letter response at the November 30 status conference. Signed by Judge Paul W. Grimm on 11/28/2021. (rs9, Chambers) (Entered: 11/28/2021)
11/29/2021	933	MOTION to Seal by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC(Warren, Daniel) (Entered: 11/29/2021)
11/29/2021	934	-SEALED-RESPONSE in Opposition re 913 MOTION for Other Relief *to Exclude Expert Opinions of Tom Snyder* filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC. (Attachments: # 1 Exhibit A, # 2 Exhibit B)(Warren, Daniel) (Entered: 11/29/2021)
11/29/2021	935	REDACTED DOCUMENT to 934 Response in Opposition to Motion, 913 MOTION for Other Relief *to Exclude Expert Opinions of Tom Snyder* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC(Warren, Daniel) (Entered: 11/29/2021)
11/30/2021	936	-SEALED-RESPONSE in Opposition re 914 MOTION for Other Relief *Motion to Exclude Expert Opinions of Kevin T. Poindexter* filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC. (Attachments: # 1 Exhibit A, # 2 Exhibit B)(Warren, Daniel) (Entered: 11/30/2021)
11/30/2021	937	REDACTED DOCUMENT to 936 Response in Opposition to Motion, by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Exhibit A, # 2 Exhibit B)(Warren, Daniel) (Entered: 11/30/2021)
11/30/2021	938	Status Conference held on 11/30/2021 before Judge Paul W. Grimm. (Court Reporter: Linda Marshall-via Zoom) (ss5s, Deputy Clerk) (Entered: 11/30/2021)
11/30/2021	939	Correspondence re: Defendants' Request for Leave to File a Surreply Regarding Plaintiffs' Damages Theory (Keller, Amy) (Entered: 11/30/2021)
11/30/2021	940	LETTER ORDER memorializing today's status conference. Signed by Judge Paul W. Grimm on 11/30/2021. (Attachments: # 1 Attachment Dr. De Figueiredo CV) (rs9, Chambers) (Entered: 11/30/2021)
12/10/2021	941	STATUS REPORT *JOINT STATUS REPORT OF THE CONSUMER TRACK PARTIES*

		REGARDING THE NOVEMBER 30, 2021 STATUS CONFERENCE AND THE COURT'S LETTER ORDER (ECF NO. 940) by Marriott International, Inc.(Ghannoum, Lisa) (Entered: 12/10/2021)
12/13/2021	942	MOTION to Seal by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Text of Proposed Order)(Warren, Daniel) (Entered: 12/13/2021)
12/13/2021	943	-SEALED- MOTION for Summary Judgment by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Memorandum in Support, # 2 Exhibit list, # 3 Text of Proposed Order, # 4 Exhibit 1, # 5 Exhibit 2, # 6 Exhibit 3, # 7 Exhibit 4, # 8 Exhibit 5, # 9 Exhibit 6, # 10 Exhibit 7, # 11 Exhibit 8, # 12 Exhibit 9, # 13 Exhibit 10, # 14 Exhibit 11, # 15 Exhibit 12, # 16 Exhibit 13, # 17 Exhibit 14, # 18 Exhibit 15, # 19 Exhibit 16, # 20 Exhibit 17, # 21 Exhibit 18, # 22 Exhibit 19, # 23 Exhibit 20, # 24 Exhibit 21, # 25 Exhibit 22, # 26 Exhibit 23, # 27 Exhibit 24, # 28 Exhibit 25, # 29 Exhibit 26, # 30 Exhibit 27, # 31 Exhibit 28 - Part 1, # 32 Exhibit 28 - Part 2, # 33 Exhibit 28 - Part 3, # 34 Exhibit 28 - Part 4, # 35 Exhibit 28 - Part 5, # 36 Exhibit 28 - Part 6, # 37 Exhibit 29, # 38 Exhibit 30, # 39 Exhibit 31, # 40 Exhibit 32, # 41 Exhibit 33, # 42 Exhibit 34, # 43 Exhibit 35, # 44 Exhibit 36, # 45 Exhibit 37, # 46 Exhibit 38, # 47 Exhibit 39, # 48 Exhibit 40, # 49 Exhibit 41, # 50 Exhibit 42, # 51 Exhibit 43, # 52 Exhibit 44, # 53 Exhibit 45, # 54 Exhibit 46, # 55 Exhibit 47 - Part 1, # 56 Exhibit 47 - Part 2, # 57 Exhibit 47 - Part 3, # 58 Exhibit 48, # 59 Exhibit 49, # 60 Exhibit 50, # 61 Exhibit 51, # 62 Exhibit 52, # 63 Exhibit 54, # 64 Exhibit 55, # 65 Exhibit 56, # 66 Exhibit 57, # 67 Exhibit 58, # 68 Exhibit 59, # 69 Exhibit 60, # 70 Exhibit 61, # 71 Exhibit 62, # 72 Exhibit 63, # 73 Exhibit 64, # 74 Exhibit 65, # 75 Exhibit 66, # 76 Exhibit 67, # 77 Exhibit 68, # 78 Exhibit 69)(Warren, Daniel) (Entered: 12/13/2021)
12/13/2021	944	-SEALED- MOTION for Other Relief *DEFENDANTS MOTION TO EXCLUDE DR. BAZELONS OPINIONS* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Memorandum in Support, # 2 Exhibit list, # 3 Text of Proposed Order, # 4 Exhibit 43, # 5 Exhibit 44, # 6 Exhibit 45, # 7 Exhibit 46, # 8 Exhibit 47 - Part 1, # 9 Exhibit 47 - Part 2, # 10 Exhibit 47 - Part 3, # 11 Exhibit 48, # 12 Exhibit 49, # 13 Exhibit 50, # 14 Exhibit 51, # 15 Exhibit 52, # 16 Exhibit 54, # 17 Exhibit 55, # 18 Exhibit 56, # 19 Exhibit 57, # 20 Exhibit 58, # 21 Exhibit 59, # 22 Exhibit 60, # 23 Exhibit 61, # 24 Exhibit 62, # 25 Exhibit 63, # 26 Exhibit 64, # 27 Exhibit 65, # 28 Exhibit 66, # 29 Exhibit 67, # 30 Exhibit 68, # 31 Exhibit 69)(Warren, Daniel) (Entered: 12/13/2021)
12/13/2021	945	REDACTED DOCUMENT to 943 MOTION for Summary Judgment by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Memorandum in Support, # 2 Exhibit list, # 3 Notice of Filing Under Seal, # 4 Text of Proposed Order, # 5 Exhibit 1, # 6 Exhibit 2, # 7 Exhibit 3, # 8 Exhibit 4, # 9 Exhibit 5, # 10 Exhibit 6, # 11 Exhibit 7, # 12 Exhibit 8, # 13 Exhibit 9, # 14 Exhibit 12, # 15 Exhibit 13, # 16 Exhibit 14, # 17 Exhibit 15, # 18 Exhibit 17, # 19 Exhibit 18, # 20 Exhibit 19, # 21 Exhibit 20, # 22 Exhibit 21, # 23 Exhibit 22, # 24 Exhibit 23, # 25 Exhibit 24, # 26 Exhibit 25, # 27 Exhibit 26, # 28 Exhibit 27, # 29 Exhibit 29, # 30 Exhibit 32, # 31 Exhibit 33, # 32 Exhibit 34, # 33 Exhibit 35, # 34 Exhibit 36, # 35 Exhibit 37, # 36 Exhibit 38, # 37 Exhibit 39, # 38 Exhibit 40, # 39 Exhibit 41, # 40 Exhibit 42, # 41 Exhibit 43, # 42 Exhibit 44, # 43 Exhibit 45, # 44 Exhibit 46, # 45 Exhibit 52, # 46 Exhibit 55, # 47 Exhibit 56, # 48 Exhibit 57, # 49 Exhibit 65, # 50 Exhibit 66, # 51 Exhibit 68, # 52 Exhibit 69)(Warren, Daniel) (Entered: 12/13/2021)
12/13/2021	946	REDACTED DOCUMENT to 944 MOTION for Other Relief *DEFENDANTS MOTION TO EXCLUDE DR. BAZELONS OPINIONS* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Memorandum in

		Support, # 2 Exhibit list, # 3 Text of Proposed Order, # 4 Notice of Filing Under Seal, # 5 Exhibit 43, # 6 Exhibit 44, # 7 Exhibit 45, # 8 Exhibit 46, # 9 Exhibit 52, # 10 Exhibit 55, # 11 Exhibit 56, # 12 Exhibit 57, # 13 Exhibit 65, # 14 Exhibit 66, # 15 Exhibit 68, # 16 Exhibit 69)(Warren, Daniel) (Entered: 12/13/2021)
12/20/2021	947	LETTER ORDER appointing technical advisor and addressing schedule in Consumer Track. Signed by Judge Paul W. Grimm on 12/20/2021.(rs9, Chambers) (Entered: 12/20/2021)
12/20/2021	948	NOTICE OF FILING OF OFFICIAL TRANSCRIPT of Proceedings held on 3-5-2021, before Judge Grimm. Court Reporter/Transcriber Linda C Marshall, Telephone number 3013443229. Total number of pages filed: 50. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained from the Court Reporter or through PACER. Redaction Request due 1/10/2022. Redacted Transcript Deadline set for 1/20/2022. Release of Transcript Restriction set for 3/21/2022.(lcm, Court Reporter) (Entered: 12/20/2021)
12/20/2021	949	NOTICE OF FILING OF OFFICIAL TRANSCRIPT of Proceedings held on 11-30-2021, before Judge Grimm. Court Reporter/Transcriber Linda C Marshall, Telephone number 3013443229. Total number of pages filed: 58. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained from the Court Reporter or through PACER. Redaction Request due 1/10/2022. Redacted Transcript Deadline set for 1/20/2022. Release of Transcript Restriction set for 3/21/2022.(lcm, Court Reporter) (Entered: 12/20/2021)
12/28/2021	950	RESPONSE re 947 Order *Parties Joint Response to the Courts Letter Order (ECF No. 947)* filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC.(Keteltas, Gilbert) (Entered: 12/28/2021)
12/29/2021	951	MOTION for Extension of Time *JOINT MOTION FOR 7-DAY EXTENSION* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Text of Proposed Order)(Keteltas, Gilbert) (Entered: 12/29/2021)
12/29/2021	952	PAPERLESS ORDER granting 951 Motion for Extension of Time. Signed by Judge Paul W. Grimm on 12/29/2021. (rs9, Chambers) (Entered: 12/29/2021)
01/03/2022	953	PAPERLESS ORDER scheduling the on-the-record proceeding with the experts in the Consumer Track for Monday, March 21, 2022, at 9:00 am in Courtroom 4B. Further, the Court directs the parties to jointly submit more dates when they are available for the class certification hearing. The Court has a jury trial the week of April 4. Signed by Judge Paul W. Grimm on 1/3/2022. (rs9, Chambers) (Entered: 01/03/2022)
01/03/2022	954	REPORT AND RECOMMENDATIONS of Special Master. Signed by the Honorable John M. Facciola on 1/1/2022. (heps, Deputy Clerk) (Entered: 01/03/2022)
01/05/2022	955	RESPONSE re 953 Order, *Parties Joint Response to the Courts Order (ECF No. 953)* filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC. (Keteltas, Gilbert) (Entered: 01/05/2022)
01/06/2022	956	PAPERLESS ORDER clarifying that 952 Order on Motion for Extension of Time extended the deadline for the Claims Spreadsheet by seven days. Thus, the spreadsheet deadline is Friday, January 7, 2022. Signed by Judge Paul W. Grimm on 1/6/2022. (rs9, Chambers) (Entered: 01/06/2022)
01/07/2022	957	PAPERLESS ORDER scheduling the class certification hearing in the Consumer Track for Wednesday, April 20, 2022, at 9:00 am in Courtroom 4B. Signed by Judge Paul W.

		Grimm on 1/7/2022. (rs9, Chambers) (Entered: 01/07/2022)
01/07/2022	958	NOTICE by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC *Joint Bellwether Class Certification Claims and Defenses Spreadsheet* (Keteltas, Gilbert) (Entered: 01/07/2022)
01/11/2022	959	MOTION for Extension of Time to File Response/Reply as to 944 MOTION for Other Relief *DEFENDANTS MOTION TO EXCLUDE DR. BAZELONS OPINIONS*, 943 MOTION for Summary Judgment *Unopposed* by City of Chicago(Rapp, Eve-Lynn) (Entered: 01/11/2022)
01/11/2022	960	PAPERLESS ORDER granting 959 Motion for Extension of Time to File Response/Reply. Signed by Judge Paul W. Grimm on 1/11/2022. (rs9, Chambers) Modified on 1/12/2022 (ybs, Deputy Clerk). (Entered: 01/11/2022)
01/13/2022	961	Sealed Document (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Exhibit D, # 5 Exhibit E)(Warren, Daniel) (Entered: 01/13/2022)
01/13/2022	962	MOTION to Seal by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Text of Proposed Order)(Warren, Daniel) (Entered: 01/13/2022)
01/13/2022	963	REDACTED DOCUMENT to 961 Sealed Document by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Exhibit E, # 2 Notice of Filing Under Seal)(Warren, Daniel) (Entered: 01/13/2022)
01/13/2022	964	Correspondence re: Testimony, Expert Report, and Rebuttal Report of Jeffrey Prince, Ph.D. (Keller, Amy) (Entered: 01/13/2022)
01/13/2022	965	MOTION to Seal by Anne Marie Amarena, Michaela Bittner, Roger Cullen, Eric Fishon, Laura Gononian, Robert Guzikowski, Kathleen Frakes Hevener, Irma Lawrence, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Paula OBrien, David Viggiano, Bryan Wallace(Keller, Amy) (Entered: 01/13/2022)
01/13/2022	966	Sealed Document(Keller, Amy) (Entered: 01/13/2022)
01/18/2022	967	LETTER ORDER re 961 Sealed Document, 963 Redacted Document filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC, 964 Correspondence re: Testimony, Expert Report, and Rebuttal Report of Jeffrey Prince, Ph.D. Signed by Judge Paul W. Grimm on 1/18/2022. (ybs, Deputy Clerk) Modified on 1/18/2022 (ybs, Deputy Clerk). (Entered: 01/18/2022)
01/18/2022	968	PAPERLESS ORDER adopting 954 Report and Recommendations of Special Master Judge Facciola regarding the Consumer Track. This Report and Recommendation was filed on the docket on January 3, 2022. The stipulated dispute resolution procedures, ECF No. 580, paragraph 5 provides, "If no party files an objection within 14 calendar days of the filing of the Report and Recommendation, the Report and Recommendation will be deemed adopted by the Court." No party has filed an objection, and the time to do so has passed. Therefore, the Report and Recommendation, ECF No. 954, is adopted by the Court. Signed by Judge Paul W. Grimm on 1/18/2022. (rs9, Chambers) (Entered: 01/18/2022)
01/21/2022	969	MOTION to Withdraw as Attorney *Ben Travis for Plaintiffs Andrea Durkee and Nathan Esquerra.* by Andrea Durkee, Nathan Esquerra(Travis, Ben) (Entered: 01/21/2022)
01/24/2022	970	PAPERLESS ORDER granting 969 Motion to Withdraw as Attorney. The appearance of Ben Travis on behalf of Andrea Durkee and Nathan Esquerra is terminated. Signed by Judge Paul W. Grimm on 1/24/2022. (rs9, Chambers) (Entered: 01/24/2022)

01/24/2022	971	STATUS REPORT *JOINT STATUS REPORT* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC(Ghannoum, Lisa) (Entered: 01/24/2022)
01/27/2022	972	PAPERLESS ORDER directing Plaintiffs in Consumer Track to add an additional column to the Joint Bellwether Class Certification Claims and Defenses Spreadsheet, ECF No. 958 . This additional column shall correspond with the "Affirmative Defenses and Defendants' Elements" column in the original submission and address whether Plaintiffs concede that the affirmative defenses cited by Defendants are applicable to the causes of actions for which Plaintiffs seek class certification. Plaintiffs correctly noted in their first footnote in ECF No. 958 that while Defendants submitted their information after having reviewed what Plaintiffs submitted, Plaintiffs did not have the opportunity to respond to Defendants' submissions. I agree that they should be afforded the opportunity to do so, provided it is done succinctly. Further, Plaintiffs may not cite more than three cases in support of any information they provide regarding a particular affirmative defense they wish to address. Plaintiffs shall file a revised Bellwether Class Certification Claims and Defenses Spreadsheet, with the information allowed in this Paperless Order as an additional column, by Friday, February 11, 2022. Signed by Judge Paul W. Grimm on 1/27/2022. (rs9, Chambers) (Entered: 01/27/2022)
02/02/2022	973	MOTION to Seal by City of Chicago (Attachments: # 1 Text of Proposed Order)(Rapp, Eve-Lynn) (Entered: 02/02/2022)
02/03/2022	974	-SEALED-RESPONSE in Opposition re 944 MOTION for Other Relief *DEFENDANTS MOTION TO EXCLUDE DR. BAZELONS OPINIONS* by City of Chicago. (Attachments: # 1 Exhibit List, # 2 Exhibit 7, # 3 Exhibit 8, # 4 Exhibit 9, # 5 Exhibit 10, # 6 Exhibit 13, # 7 Exhibit 15, # 8 Exhibit 17, # 9 Exhibit 18, # 10 Exhibit 19, # 11 Exhibit 20, # 12 Exhibit 41, # 13 Exhibit 42, # 14 Exhibit 43)(Rapp, Eve-Lynn) (Entered: 02/03/2022)
02/03/2022	975	-SEALED-RESPONSE in Opposition re 943 MOTION for Summary Judgment filed by City of Chicago. (Attachments: # 1 Exhibit List, # 2 Exhibit 1, # 3 Exhibit 2, # 4 Exhibit 3, # 5 Exhibit 4, # 6 Exhibit 5, # 7 Exhibit 6, # 8 Exhibit 7, # 9 Exhibit 8, # 10 Exhibit 9, # 11 Exhibit 10, # 12 Exhibit 11, # 13 Exhibit 12, # 14 Exhibit 13, # 15 Exhibit 14, # 16 Exhibit 15, # 17 Exhibit 16, # 18 Exhibit 17, # 19 Exhibit 18, # 20 Exhibit 19, # 21 Exhibit 20, # 22 Exhibit 21, # 23 Exhibit 22, # 24 Exhibit 23, # 25 Exhibit 24, # 26 Exhibit 25, # 27 Exhibit 26, # 28 Exhibit 27, # 29 Exhibit 28, # 30 Exhibit 29, # 31 Exhibit 30, # 32 Exhibit 31, # 33 Exhibit 32, # 34 Exhibit 33, # 35 Exhibit 34, # 36 Exhibit 35, # 37 Exhibit 36, # 38 Exhibit 37, # 39 Exhibit 38, # 40 Exhibit 39, # 41 Exhibit 40)(Rapp, Eve-Lynn) (Entered: 02/03/2022)
02/03/2022	976	REDACTED DOCUMENT to 974 Response in Opposition, by City of Chicago (Attachments: # 1 Exhibit List, # 2 Exhibit 7, # 3 Exhibit 8, # 4 Exhibit 9, # 5 Exhibit 10, # 6 Exhibit 13, # 7 Exhibit 15, # 8 Exhibit 17, # 9 Exhibit 18, # 10 Exhibit 19, # 11 Exhibit 20, # 12 Exhibit 41, # 13 Exhibit 42, # 14 Exhibit 43)(Rapp, Eve-Lynn) (Entered: 02/03/2022)
02/03/2022	977	REDACTED DOCUMENT to 975 Response in Opposition to Motion,,, by City of Chicago (Attachments: # 1 Exhibit List, # 2 Exhibit 1, # 3 Exhibit 2, # 4 Exhibit 3, # 5 Exhibit 4, # 6 Exhibit 5, # 7 Exhibit 6, # 8 Exhibit 7, # 9 Exhibit 8, # 10 Exhibit 9, # 11 Exhibit 10, # 12 Exhibit 11, # 13 Exhibit 12, # 14 Exhibit 13, # 15 Exhibit 14, # 16 Exhibit 15, # 17 Exhibit 16, # 18 Exhibit 17, # 19 Exhibit 18, # 20 Exhibit 19, # 21 Exhibit 20, # 22 Exhibit 21, # 23 Exhibit 22, # 24 Exhibit 23, # 25 Exhibit 24, # 26 Exhibit 25, # 27 Exhibit 26, # 28 Exhibit 27, # 29 Exhibit 28, # 30 Exhibit 29, # 31 Exhibit 30, # 32 Exhibit 31, # 33 Exhibit 32, # 34 Exhibit 33, # 35 Exhibit 34, # 36 Exhibit 35, # 37 Exhibit 36, # 38 Exhibit 37, # 39 Exhibit 38, # 40 Exhibit 39, # 41 Exhibit 40)(Rapp, Eve-Lynn) (Entered: 02/03/2022)

02/03/2022	978	MOTION for Extension of Time *to File Oppositions (Unopposed)* by City of Chicago (Attachments: # 1 Text of Proposed Order)(Rapp, Eve-Lynn) (Entered: 02/03/2022)
02/03/2022	979	PAPERLESS ORDER granting 978 Motion for Extension of Time. Signed by Judge Paul W. Grimm on 2/3/2022. (rs9, Chambers) (Entered: 02/03/2022)
02/03/2022	980	UNREDACTED DOCUMENT (Attachments: # 1 Corrected Ex. 23 (dkt. 975-24) Ex. 31 (dkt. 975-32))(Rapp, Eve-Lynn) (Entered: 02/03/2022)
02/03/2022	981	Sealed Document (Attachments: # 1 Corrected Ex. 7 (dkt. 974-2), Ex. 7 (975-8), # 2 Corrected Ex. 27 (dkt. 975-28), # 3 Corrected Ex. 18 (dkt. 975-19), # 4 Corrected Ex. 19 (dkt. 975-20))(Rapp, Eve-Lynn) (Entered: 02/03/2022)
02/15/2022	982	NOTICE by Eric Fishon, Robert Guzikowski, Michaela Bittner, Paula OBrien, Brent Long, Laura Gononian, David Viggiano, Bryan Wallace, Roger Cullen, Kathleen Frakes Hevener, Irma Lawrence, Maria Maisto, Peter Maldini, Denitrice Marks, Anne Marie Amarena *Bellwether Class Certification Claims and Defenses Chart* (Attachments: # 1 Exhibit Certificate of Service)(Keller, Amy) (Entered: 02/15/2022)
02/18/2022	983	MOTION to Seal by Starwood Hotels and Resorts Worldwide, LLC, Marriott International, Inc. (Attachments: # 1 Text of Proposed Order)(Warren, Daniel) (Entered: 02/18/2022)
02/18/2022	984	Sealed Document(Warren, Daniel) (Entered: 02/18/2022)
02/18/2022	985	REDACTED DOCUMENT to 984 Sealed Document *Supplemental Expert Report of Catherine Tucker, Ph.D.* by Starwood Hotels and Resorts Worldwide, LLC, Marriott International, Inc. (Attachments: # 1 Notice of Filing Supplemental Tucker Report, # 2 Notice of Filing Under Seal)(Warren, Daniel) (Entered: 02/18/2022)
02/22/2022	986	PAPERLESS ORDER re 940 Letter Order. Ms. Sarah Butler and Dr. Olivier Toubia no longer need to attend the on-the-record proceeding with the experts scheduled for March 21, 2022. The proceeding will go forward with Dr. Jeffrey Prince and Dr. Catherine Tucker. Signed by Judge Paul W. Grimm on 2/22/2022. (rs9s, Chambers) (Entered: 02/22/2022)
03/08/2022	987	Correspondence re: Upcoming March 21 Expert Hearing (Keller, Amy) (Entered: 03/08/2022)
03/09/2022	988	MOTION to Seal by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Text of Proposed Order)(Warren, Daniel) (Entered: 03/09/2022)
03/09/2022	989	Sealed Document(Warren, Daniel) (Entered: 03/09/2022)
03/09/2022	990	REDACTED DOCUMENT to 989 Sealed Document *REPLY MEMORANDUM IN SUPPORT OF DEFENDANTS MOTION FOR SUMMARY JUDGMENT 943 ON THE ISSUES OF HOME RULE, EXTRATERRITORIALITY, AND STANDING* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Notice of Filing Under Seal)(Warren, Daniel) Modified on 3/10/2022 (ybs, Deputy Clerk). (Entered: 03/09/2022)
03/09/2022	991	LETTER ORDER re 987 Correspondence re: Upcoming March 21 Expert Hearing. Signed by Judge Paul W. Grimm on 3/9/2022. (ybs, Deputy Clerk) (Entered: 03/10/2022)
03/14/2022	992	REPORT AND RECOMMENDATIONS of Special Master: The Report and Recommendations inadvertently referred to Federal Rule of Civil Procedure 26(c)(4). The rule to which the Report and Recommendations intended to refer is Rule 23(c)(4),

		and the document should be read that way. Signed by the Honorable John M. Facciola on 3/11/2022. (Attachments: # 1 Attachment 1, # 2 Attachment 2, # 3 Attachment 3) (ybs, Deputy Clerk) (Entered: 03/15/2022)
03/18/2022	993	REPORT AND RECOMMENDATIONS of Special Master: The introductory paragraph of the Report and Recommendation used two incorrect dates. The email referred to was dated March 15, 2022, not March 14, and the hearing referenced is scheduled for April 20, 2022, and not April 22. Signed by the Honorable John M. Facciola on 3/18/2022. (Attachments: # 1 Attachment 1, # 2 Attachment 2, # 3 Attachment 3, # 4 Attachment 4) (ybs, Deputy Clerk) (Entered: 03/18/2022)
03/21/2022	994	Daubert Hearing held on 3/21/2022 before Judge Paul W. Grimm. (Court Reporter: Marlene Kerr-4B) (ss5s, Deputy Clerk) (Entered: 03/21/2022)
03/28/2022	995	STATUS REPORT *Joint Status Report* by Robert Guzikowski, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Irma Lawrence, Paula OBrien, Roger Cullen, David Viggiano, Bryan Wallace, Laura Gononian, Eric Fishon, Kathleen Frakes Hevener, Michaela Bittner, Anne Marie Amarena(Keller, Amy) (Entered: 03/28/2022)
03/29/2022	996	PAPERLESS ORDER adopting 992 Report and Recommendations of Special Master Judge Facciola regarding the Consumer Track. The Report and Recommendations were filed on the docket on March 14, 2022. The stipulated dispute resolution procedures, ECF No. 580, paragraph 5 provides, "If no party files an objection within 14 calendar days of the filing of the Report and Recommendation[s], the Report and Recommendation[s] will be deemed adopted by the Court." No party has filed an objection, and the time to do so has passed. Therefore, the Report and Recommendations, ECF No. 992, are adopted by the Court. Signed by Judge Paul W. Grimm on 3/29/2022. (rs9s, Chambers) (Entered: 03/29/2022)
03/30/2022	997	REPORT AND RECOMMENDATIONS of Special Master. Signed by the Honorable John M. Facciola on 3/29/2022. (Attachments: # 1 Attachment 1, # 2 Attachment 2) (ybs, Deputy Clerk) (Entered: 03/30/2022)
03/31/2022	998	Correspondence re: April 20, 2022 class-certification hearing (Warren, Daniel) (Entered: 03/31/2022)
03/31/2022	999	PAPERLESS ORDER re 998 Correspondence. The class certification hearing scheduled for April 20, 2022 will be in-person and conducted in Courtroom 4B of the Greenbelt Courthouse. It will begin at 9:30 a.m. (Please note the updated start time.) Plaintiffs will argue first and will be afforded 45 minutes to make arguments related to the materials submitted in support of class certification. Defendants will then have 45 minutes for their argument. Plaintiffs will be allotted 15 minutes for rebuttal. The Court may provide further details as needed as the date approaches. Signed by Judge Paul W. Grimm on 3/31/2022. (rs9s, Chambers) (Entered: 03/31/2022)
03/31/2022	1000	OBJECTION to 993 Report and Recommendations by Robert Guzikowski, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Irma Lawrence, Paula OBrien, Roger Cullen, David Viggiano, Bryan Wallace, Laura Gononian, Eric Fishon, Kathleen Frakes Hevener, Michaela Bittner, Anne Marie Amarena. (Attachments: # 1 Exhibit 1)(Keller, Amy) (Entered: 03/31/2022)
04/04/2022	1001	PAPERLESS ORDER granting 855 Motion to Seal. Signed by Judge Paul W. Grimm on 4/4/2022. (rs9s, Chambers) (Entered: 04/04/2022)
04/04/2022	1002	NOTICE OF FILING OF OFFICIAL TRANSCRIPT of Proceedings held on 04/04/2022, before Judge Paul Grimm. Court Reporter/Transcriber Marlene Kerr, Telephone number 3013443499. Total number of pages filed: 239. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber

		before the deadline for Release of Transcript Restriction. After that date it may be obtained from the Court Reporter or through PACER. Redaction Request due 4/25/2022. Redacted Transcript Deadline set for 5/5/2022. Release of Transcript Restriction set for 7/5/2022.(mmk, Court Reporter) (Entered: 04/04/2022)
04/11/2022	1003	-SEALED-REPORT AND RECOMMENDATIONS of Special Master. Signed by the Honorable John Facciola on 4/6/2022. (Attachments: # 1 Attachment 1, # 2 Attachment 2, # 3 Attachment 3, # 4 Attachment 4, # 5 Attachment 5, # 6 Attachment 6, # 7 Attachment 7, # 8 Attachment 8, # 9 Attachment 9, # 10 Attachment 10, # 11 Attachment 11, # 12 Attachment 12, # 13 Attachment 13, # 14 Attachment 14, # 15 Attachment 15, # 16 Attachment 16, # 17 Attachment 17, # 18 Attachment 18)(ybs, Deputy Clerk) Modified on 4/11/2022 (ybs, Deputy Clerk). (Additional attachment(s) added on 4/11/2022: # 19 Attachment 19) (ybs, Deputy Clerk). (Entered: 04/11/2022)
04/14/2022	1004	RESPONSE re 1000 Objection to Report and Recommendations, filed by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC.(Keteltas, Gilbert) (Entered: 04/14/2022)
04/15/2022	1005	PAPERLESS ORDER adopting 997 Report and Recommendations of Special Master Judge Facciola regarding the Consumer Track. The Report and Recommendations were filed on the docket on March 30, 2022. The stipulated dispute resolution procedures, ECF No. 580, paragraph 5 provides, "If no party files an objection within 14 calendar days of the filing of the Report and Recommendation[s], the Report and Recommendation[s] will be deemed adopted by the Court." No party has filed an objection, and the time to do so has passed. Therefore, the Report and Recommendations, ECF No. 997, are adopted by the Court. Signed by Judge Paul W. Grimm on 4/15/2022. (rs9s, Chambers) (Entered: 04/15/2022)
04/20/2022	1006	Class Certification Hearing held on 4/20/2022 before Judge Paul W. Grimm. (Court Reporter: Marlene Kerr-4B) (ss5s, Deputy Clerk) (Entered: 04/20/2022)
04/21/2022	1007	JUDGMENT of USCA (certified copy) "Affirming" the judgment of the District Court as to 849 Notice of Appeal filed by Construction Laborers Pension Trust for Southern California. (Attachments: # 1 Opinion)(slss, Deputy Clerk) (Entered: 04/21/2022)
04/21/2022	1008	-SEALED-Errata re 1003 REPORT AND RECOMMENDATIONS of Special Master. Signed by the Honorable John Facciola n 4/21/2022(ybs, Deputy Clerk) (Entered: 04/21/2022)
04/28/2022	1009	PAPERLESS ORDER adopting 1003 Report and Recommendations of Special Master Judge Facciola regarding the Consumer Track. The Report and Recommendations were filed on the docket on April 11, 2022. The stipulated dispute resolution procedures, ECF No. 580, paragraph 5 provides, "If no party files an objection within 14 calendar days of the filing of the Report and Recommendation[s], the Report and Recommendation[s] will be deemed adopted by the Court." No party has filed an objection, and the time to do so has passed. Therefore, the Report and Recommendations, ECF No. 1003, are adopted by the Court. The parties shall re-file relevant briefing (sealed and redacted) in accordance with the Report and Recommendations, as well as the Errata, ECF No. 1008, by Thursday, May 5, 2022. For any briefing that has changed as a result of the Report and Recommendations, the parties should file new motions to seal. The Court will consider these new motions and resolve the prior motions that pertain to the now-outdated briefing submitted before the parties and the Special Master resolved the confidentiality designation disputes. Signed by Judge Paul W. Grimm on 4/28/2022. (rs9s, Chambers) (Entered: 04/28/2022)
05/03/2022	1010	NOTICE OF FILING OF OFFICIAL TRANSCRIPT of Proceedings held on 04/20/2022, before Judge Paul Grimm. Court Reporter/Transcriber Marlene Kerr,

		Telephone number 3013443499. Total number of pages filed: 117. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained from the Court Reporter or through PACER. Redaction Request due 5/24/2022. Redacted Transcript Deadline set for 6/3/2022. Release of Transcript Restriction set for 8/1/2022.(mmk, Court Reporter) (Entered: 05/03/2022)
05/03/2022	1011	REPORT AND RECOMMENDATIONS of Special Master. Signed by the Honorable John M. Facciola on 5/3/2022. (ybs, Deputy Clerk) (Entered: 05/03/2022)
05/03/2022	1012	MEMORANDUM OPINION. Signed by Judge Paul W. Grimm on 5/3/2022. (ybs, Deputy Clerk) (Entered: 05/03/2022)
05/03/2022	1013	ORDER granting in part and denying in part 894 SEALED Corrected MOTION for Other Relief Defendants' Motion to Exclude Dr. Prince's OpinionsCorrected MOTION for Other Relief Defendants' Motion to Exclude Dr. Prince's Opinions; granting in part and denying in part 895 REDACTED Corrected MOTION for Other Relief Defendants' Motion to Exclude Dr. Prince's OpinionsCorrected MOTION for Other Relief Defendants' Motion to Exclude Dr. Prince's Opinions. Signed by Judge Paul W. Grimm on 5/3/2022. (ybs, Deputy Clerk) (Entered: 05/03/2022)
05/03/2022	1014	MEMORANDUM OPINION. Signed by Judge Paul W. Grimm on 5/3/2022. (ybs, Deputy Clerk) (Entered: 05/03/2022)
05/03/2022	1015	ORDER granting in part and denying in part 858 Motion to Certify Class, 859 Sealed Document, 863 Sealed Document, 865 Sealed Document. Signed by Judge Paul W. Grimm on 5/3/2022. (ybs, Deputy Clerk) (Entered: 05/03/2022)
05/04/2022	1016	LETTER ORDER adopting Report and Recommendations re 1011 Report and Recommendations. Signed by Judge Paul W. Grimm on 5/4/2022. (Attachments: # 1 Attachment 1) (ybs, Deputy Clerk) (Entered: 05/04/2022)
05/04/2022	1017	Sealed Document (Attachments: # 1 Exhibit)(ybs, Deputy Clerk) Modified on 5/4/2022 (c/em as directed ybs, Deputy Clerk). (Entered: 05/04/2022)
05/04/2022	1018	LETTER ORDER finding as moot 993 Report and Recommendations.. Signed by Judge Paul W. Grimm on 5/4/2022. (ybs, Deputy Clerk) (Entered: 05/04/2022)
05/05/2022	1019	NOTICE by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC *Notice of Filing Documents in Public Record* (Attachments: # 1 Defendants' Opp. to Class Cert_Redacted, # 2 Exhibit Index, # 3 Exhibit, # 4 Exhibit, # 5 Exhibit, # 6 Exhibit, # 7 Exhibit, # 8 Exhibit, # 9 Exhibit, # 10 Exhibit, # 11 Exhibit, # 12 Exhibit, # 13 Exhibit, # 14 Exhibit, # 15 Exhibit, # 16 Exhibit, # 17 Exhibit, # 18 Exhibit, # 19 Exhibit, # 20 Exhibit, # 21 Exhibit, # 22 Exhibit, # 23 Exhibit, # 24 Exhibit, # 25 Exhibit, # 26 Exhibit, # 27 Exhibit, # 28 Exhibit, # 29 Exhibit, # 30 Exhibit, # 31 Exhibit, # 32 Exhibit, # 33 Exhibit, # 34 Exhibit, # 35 Exhibit)(Marinucci, Dante) (Entered: 05/05/2022)
05/05/2022	1020	MOTION to Seal *Motion to File Under Seal Portions of Their Opposition to Plaintiffs' Motion for Class Certification* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC (Attachments: # 1 Text of Proposed Order)(Marinucci, Dante) (Entered: 05/05/2022)
05/05/2022	1021	MOTION to Seal *Portions of Plaintiffs' Class Certification Briefs in Accordance with Report and Recommendations and Court Orders* by Robert Guzikowski, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Irma Lawrence, Paula OBrien, Roger Cullen, David Viggiano, Bryan Wallace, Laura Gononian, Eric Fishon, Kathleen Frakes

		Hevener, Michaela Bittner, Anne Marie Amarena (Attachments: # 1 Text of Proposed Order)(Keller, Amy) (Entered: 05/05/2022)
05/05/2022	1022	NOTICE by Robert Guzikowski, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Irma Lawrence, Paula OBrien, Roger Cullen, David Viggiano, Bryan Wallace, Laura Gononian, Eric Fishon, Kathleen Frakes Hevener, Michaela Bittner, Anne Marie Amarena *of Filing Documents on the Public Record in Support of their Corrected Motion for Class Certification and Memorandum in Support Thereof* (Attachments: # 1 Memorandum in Support of Plaintiffs' Corrected Motion for Class Certification, Replacement, Unsealed, # 2 Index of Exhibits, # 3 Exhibit Tab 1, Declaration of Class Counsel, # 4 Exhibit Tab 2, Proposed Order, # 5 Exhibit Tab 3, Proposed Trial Plan, # 6 Exhibit Tab 4, Expert Class Certification Report of Mary Frantz, # 7 Exhibit Tab 5, Expert Report of Sarah Butler, # 8 Exhibit Tab 6, Expert Class Certification Report of Jeffrey T. Prince, Ph.D., # 9 Exhibit Tab 8, Email Re: Plan NDS Vulnerability Remediation, # 10 Exhibit Tab 10, Email Re: Status on Pen Test, # 11 Exhibit Tab 12, Email Re: Struts Remediation, # 12 Exhibit Tab 13, Feb. 16, 2021 Deposition of Pat Foley, # 13 Exhibit Tab 15, Apr. 9, 2021 Deposition of Alan Rosa, # 14 Exhibit Tab 16, Dec. 4, 2020 Deposition of Kristin Harding, # 15 Exhibit Tab 17, Penalty Notice, Section 155 Data Protection Act 2018, # 16 Exhibit Tab 18, Starwood Database Incident Timeline, # 17 Exhibit Tab 19, Final PFI Report, # 18 Exhibit Tab 21, Feb. 19, 2021 Deposition of Bruce Hoffmeister, # 19 Exhibit Tab 22, Feb. 5, 2021 Deposition of James Weiler, # 20 Exhibit Tab 25, Email Re: [REDACTED] Scope Call - Minutes, # 21 Exhibit Tab 26, [REDACTED] Scope call 1-24-17, # 22 Exhibit Tab 27, Email Re: Evidence for Multi-factor authentication [REDACTED], # 23 Exhibit Tab 30, Jan. 29, 2021 Deposition of Anna Loshkareva, # 24 Exhibit Tab 31, Exhibit 237 - Responses to Questions, # 25 Exhibit Tab 32, Email Re: [REDACTED] NDS vulnerability scan, # 26 Exhibit Tab 36, Accenture LLP's Responses to Consumer Plaintiffs' Interrogatories Directed to Pramod Achary, # 27 Exhibit Tab 39, Email [REDACTED] SQLGUARD ALERT, # 28 Exhibit Tab 43, June 15, 2021 Deposition of Arno Van der Walt, # 29 Exhibit Tab 44, [REDACTED] Exhibit 148, # 30 Exhibit Tab 45, Email [External] Re: Privileged and confidential: please verify with the DBA's, # 31 Exhibit Tab 47, Email FW: need escalation - SSD NDS client IP white list, # 32 Exhibit Tab 48, May 4, 2021 Deposition of Ajary Upadhyay, Accenture 30(b)(6), # 33 Exhibit Tab 49, Accenture LLP's Responses to Consumer Plaintiffs' Interrogatories Directed to Mridul Banerjee, # 34 Exhibit Tab 50, Terms and Conditions of the SPG Program)(Keller, Amy) (Entered: 05/05/2022)
05/05/2022	1023	NOTICE by Robert Guzikowski, Brent Long, Maria Maisto, Peter Maldini, Denitrice Marks, Irma Lawrence, Paula OBrien, Roger Cullen, David Viggiano, Bryan Wallace, Laura Gononian, Eric Fishon, Kathleen Frakes Hevener, Michaela Bittner, Anne Marie Amarena *of Filing Documents on the Public Record in Support of their Reply Brief in Support of their Corrected Motion for Class Certification* (Attachments: # 1 Reply Memorandum in Support of Bellwether Plaintiffs' Motion for Class Certification, # 2 Exhibit C, Expert Class Certification Rebuttal Report of Jeffrey T. Prince, Ph.D., # 3 Exhibit D, Rebuttal Report of Sarah Butler, # 4 Exhibit E, Email re Marriott Rule 30(b)(6) Topics and Attachment of Revised Topics)(Keller, Amy) (Entered: 05/05/2022)
05/06/2022	1024	PAPERLESS ORDER re 913 Motion to Exclude Expert Opinions of Tom Snyder. Pursuant to footnote 3 of the Class Certification Opinion, ECF No. 1014, the Motion is DENIED WITHOUT PREJUDICE. Signed by Judge Paul W. Grimm on 5/6/2022. (rs9s, Chambers) (Entered: 05/06/2022)
05/06/2022	1025	PAPERLESS ORDER re 914 Motion to Exclude Expert Opinions of Kevin T. Poindexter. Pursuant to footnote 3 of the Class Certification Opinion, ECF No. 1014, the

		Motion is DENIED WITHOUT PREJUDICE. Signed by Judge Paul W. Grimm on 5/6/2022. (rs9s, Chambers) (Entered: 05/06/2022)
05/06/2022	1026	LETTER ORDER that the parties have re-filed their class certification briefing on the public record with updated redactions and they have re-filed the relevant motions to seal; Granting 892 , 900 , 915 , 962 , 965 , 983 , 1020 , and 1021 Motions to Seal; Denying as Moot 860 , 864 , 866 , 886 , and 904 Motions to Seal;. Signed by Judge Paul W. Grimm on 5/6/2022. (heps, Deputy Clerk) (Entered: 05/06/2022)
05/09/2022	1027	PAPERLESS ORDER granting 911 Motion to Seal; granting 912 Motion to Seal; granting 933 Motion to Seal. Signed by Judge Paul W. Grimm on 5/9/2022. (rs9s, Chambers) (Entered: 05/09/2022)
05/19/2022	1028	(ELECTRONICALLY FILED IN ERROR)USCA Case Number 22-181 for 849 Notice of Appeal filed by Construction Laborers Pension Trust for Southern California. Case Manager - Richard H. Sewell (dm4s, Deputy Clerk) Modified on 5/23/2022 (slss, Deputy Clerk). (Entered: 05/19/2022)
05/19/2022	1029	(ELECTRONICALLY FILED IN ERROR)USCA Case Number 22-184 for 849 Notice of Appeal filed by Construction Laborers Pension Trust for Southern California. Case Manager - Richard H. Sewell (slss, Deputy Clerk) (Additional attachment(s) added on 5/20/2022: # 1 Corporate Disclosure Statement) (slss, Deputy Clerk). Modified on 5/23/2022 (slss, Deputy Clerk). (Entered: 05/20/2022)
05/23/2022	1030	PAPERLESS ORDER scheduling a status conference with counsel in the Consumer and Government Tracks for June 1, 2022 at 9:30am. The status conference will take place via Zoom. Counsel will be emailed a link to the Zoom meeting prior to the status conference. The status conference will concern scheduling in the Consumer and Government Tracks, as well as Consumer Plaintiffs' request for discovery related to Marriott's valuation of rewards customers' Personally Identifiable Information ("PII"). Signed by Judge Paul W. Grimm on 5/23/2022. (rs9s, Chambers) (Entered: 05/23/2022)
05/24/2022	1031	STATUS REPORT *JOINT STATUS REPORT* by Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC(Ghannoum, Lisa) (Entered: 05/24/2022)
06/01/2022	1032	Status Conference held on 6/1/2022 before Judge Paul W. Grimm. (Court Reporter: Linda Marshall-4B) (ss5s, Deputy Clerk) (Entered: 06/01/2022)
06/01/2022	1033	LETTER ORDER memorializing the June 1, 2022 status conference. Signed by Judge Paul W. Grimm on 6/1/2022. (ybs, Deputy Clerk) (Entered: 06/01/2022)
06/09/2022	1034	Correspondence re: Current Deadlines Concerning Consumer Plaintiffs' PII Valuation Discovery (Keller, Amy) (Entered: 06/09/2022)
06/10/2022	1035	PAPERLESS ORDER re 1034 Correspondence. The Court GRANTS the parties' joint request to extend the deadlines concerning Consumer Plaintiffs' discovery request related to Marriott's valuation of customers' Personally Identifiable Information ("PII"), Marriott's response thereto, and Plaintiffs' reply. The Court ADOPTS the parties' requested deadlines. Signed by Judge Paul W. Grimm on 6/10/2022. (rs9s, Chambers) (Entered: 06/10/2022)
06/15/2022	1036	(ELECTRONICALLY FILED IN ERROR)ORDER consolidating of USCA as to 849 Notice of Appeal filed by Construction Laborers Pension Trust for Southern California (jb5s, Deputy Clerk) Modified on 6/16/2022 (slss, Deputy Clerk). (Entered: 06/15/2022)
06/15/2022	1037	[REVOKED - SEE 1138] ORDER Reassigning Litigation to Judge Stephanie A. Gallagher for coordinated or consolidated pretrial proceedings. Signed by Judge Karen K. Caldwell, Chair, Panel on Multidistrict Litigation, on 6/14/2022. Associated Cases:

		8:19-md-02879-PWG et al.(jf3s, Deputy Clerk) Modified on 6/16/2022 (kns, Deputy Clerk). (Entered: 06/15/2022)
06/15/2022		Case Reassigned to Judge Stephanie A. Gallagher. Judge Paul W. Grimm no longer assigned to the case. (jf3s, Deputy Clerk) (Entered: 06/15/2022)
06/16/2022	1038	ORDER Revoking (1037) Order Reassigning Litigation to Judge Stephanie A. Gallagher for coordinated or consolidated pretrial proceedings. Signed by Judge Karen K. Caldwell, Chair, Panel on Multidistrict Litigation, on 6/16/2022. Associated Cases: 8:19-md-02879-SAG et al.(kns, Deputy Clerk) Modified on 6/16/2022 (kns, Deputy Clerk). (Entered: 06/16/2022)
06/16/2022		Case Reassigned to Judge Paul W. Grimm. Judge Stephanie A. Gallagher no longer assigned to the case. (kns, Deputy Clerk) (Entered: 06/16/2022)
06/17/2022	1039	Correspondence re: Discovery Concerning Valuation of Consumer PII Pursuant to Court's June 1, 2022 Order (Attachments: # 1 Exhibit A, Proposed Discovery)(Keller, Amy) (Entered: 06/17/2022)
06/20/2022	1040	Correspondence re: Parties Joint Response to the Courts Letter Order (ECF No. 1033) (Attachments: # 1 Certificate of Filing)(Keller, Amy) (Entered: 06/20/2022)
06/21/2022	1041	PAPERLESS ORDER re ECF No. 1040 Correspondence. The Court ADOPTS the parties' updated schedule regarding the CCPA-related issues. The Court STAYS the remaining steps in the Consumer Track, as outlined by the parties, until the Fourth Circuit resolves Defendants' Rule 23(f) petitions. Signed by Judge Paul W. Grimm on 6/21/2022. (rs9s, Chambers) (Entered: 06/21/2022)
06/21/2022	1042	NOTICE of Change of Address by David M Berger Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03763-PWG(Berger, David) (Entered: 06/21/2022)
06/21/2022	1043	NOTICE of Change of Address by Eric Gibbs Associated Cases: 8:19-md-02879-PWG, 8:18-cv-03763-PWG(Gibbs, Eric) (Entered: 06/21/2022)
06/28/2022	1044	(FILED IN ERROR) NOTICE OF FILING OF OFFICIAL TRANSCRIPT of Proceedings held on 1-7-2021, before Judge Messitte. Court Reporter/Transcriber Linda Marshall, Telephone number 301-344-3229. Total number of pages filed: 94. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained from the Court Reporter or through PACER. Redaction Request due 7/19/2022. Redacted Transcript Deadline set for 7/29/2022. Release of Transcript Restriction set for 9/26/2022.(lcm, Court Reporter) Modified on 6/28/2022 (ybs, Deputy Clerk). (Entered: 06/28/2022)
07/01/2022	1045	NOTICE OF FILING OF OFFICIAL TRANSCRIPT of Proceedings held on 6-1-2022, before Judge Grimm. Court Reporter/Transcriber Linda Marshall, Telephone number 301-344-3229. Total number of pages filed: 22. Transcript may be viewed at the court public terminal or purchased through the Court Reporter/Transcriber before the deadline for Release of Transcript Restriction. After that date it may be obtained from the Court Reporter or through PACER. Redaction Request due 7/22/2022. Redacted Transcript Deadline set for 8/1/2022. Release of Transcript Restriction set for 9/29/2022.(lcm, Court Reporter) (Entered: 07/01/2022)
07/01/2022	1046	Correspondence re: Marriotts Response to Request for CCPA Discovery (ECF 1039) (Keteltas, Gilbert) (Entered: 07/01/2022)
07/08/2022	1047	Correspondence re: Reply Supporting Plaintiffs' CCPA and PII Valuation Discovery Requests (Keller, Amy) (Entered: 07/08/2022)

07/14/2022	1048	ORDER of USCA granting petitions for permission to appeal and assigned docket numbers 22-1744 and 22-1745(kos, Deputy Clerk) (Entered: 07/20/2022)
07/14/2022	1049	NOTICE OF INTERLOCUTORY APPEAL as to 1015 Order on Motion to Certify Class by Accenture LLP. (Anderson, Devin) Modified on 7/25/2022 (kos, Deputy Clerk). (Entered: 07/21/2022)
07/15/2022		Correspondence from Jenner and Block LLP re: Payment of the Appeal Filing Fee, $505. (dm4s, Deputy Clerk) (Entered: 07/25/2022)
07/20/2022		USCA Appeal Fees received from Kirkland & Ellis LLP $ 505 receipt number 835 re 1049 Notice of Interlocutory Appeal filed by Accenture LLP (kos, Deputy Clerk) (Entered: 07/25/2022)
07/25/2022	1050	STATUS REPORT *Joint Status Report* by City of Chicago(Rapp, Eve-Lynn) (Entered: 07/25/2022)
07/27/2022	1051	ORDER of USCA "Granting" motion to withdraw Erin Murphy from further representation on appeal as to 849 Notice of Appeal filed by Construction Laborers Pension Trust for Southern California. (slss, Deputy Clerk) (Entered: 07/28/2022)
07/29/2022	1052	LETTER ORDER regarding Consumer Track Plaintiff's request for discovery. Signed by Judge Paul W. Grimm on 7/29/2022. (ybs, Deputy Clerk) (Entered: 07/29/2022)
08/04/2022	1053	Correspondence re: procedural steps in the consumer track (Ghannoum, Lisa) (Entered: 08/04/2022)
08/05/2022	1054	PAPERLESS ORDER re 1053 Correspondence. The Court ADOPTS the parties' jointly proposed briefing schedule regarding Defendants' letter motion to stay limited damages discovery. Signed by Judge Paul W. Grimm on 8/5/2022. (rs9s, Chambers) (Entered: 08/05/2022)
08/17/2022	1055	NOTICE by City of Chicago re 977 Redacted Document,,, 975 Response in Opposition to Motion,,, *of Supplemental Authority* (Attachments: # 1 Exhibit A, # 2 Exhibit B) (Rapp, Eve-Lynn) (Entered: 08/17/2022)
08/19/2022	1056	Joint Correspondence re: Response to Letter Orders (ECF Nos. 1041 and 1054) (Marinucci, Dante) (Entered: 08/19/2022)
08/19/2022	1057	Correspondence re: Marriott moves to stay plaintiffs requested discovery (Ghannoum, Lisa) (Entered: 08/19/2022)
08/22/2022	1058	PAPERLESS ORDER re 1056 Correspondence. The Court ADOPTS the parties' proposed schedule for CCPA-related discovery. Signed by Judge Paul W. Grimm on 8/22/2022. (rs9s, Chambers) (Entered: 08/22/2022)
08/30/2022	1059	LETTER ORDER regarding supplemental briefing related to discovery in Consumer Track. Signed by Judge Paul W. Grimm on 8/30/2022. (ybs, Deputy Clerk) (Entered: 08/30/2022)
09/02/2022	1060	Correspondence re: Response to Marriott Correspondence on Moving to Stay Requested Discovery, ECF No. 1057 (Keller, Amy) (Entered: 09/02/2022)
09/08/2022	1061	PAPERLESS ORDER granting 942 Motion to Seal; granting 973 Motion to Seal; and granting 988 Motion to Seal. However, as indicated throughout these proceedings, including in the Consumer Track, the Court may include certain redacted information in its written opinions to the extent that information is necessary to include. Signed by Judge Paul W. Grimm on 9/8/2022. (rs9s, Chambers) (Entered: 09/08/2022)
09/08/2022	1062	MEMORANDUM OPINION. Signed by Judge Paul W. Grimm on 9/8/2022. (ybs,

		Deputy Clerk) (Entered: 09/08/2022)
09/08/2022	1063	ORDER denying 944 -SEALED- MOTION for Other Relief DEFENDANTS MOTION TO EXCLUDE DR. BAZELONS OPINIONS, denying 946 REDACTED DOCUMENT to 944 MOTION for Other Relief DEFENDANTS MOTION TO EXCLUDE DR. BAZELONS OPINIONS; granting in part and denying in part 943 -SEALED- Motion for Summary Judgment, granting in part and denying in part 945 REDACTED DOCUMENT to 943 MOTION for Summary Judgment. Signed by Judge Paul W. Grimm on 9/8/2022. (ybs, Deputy Clerk) (Entered: 09/08/2022)
09/09/2022	1064	Correspondence re: Marriott submitting reply brief in support of its motion to stay non-CCPA discovery (Ghannoum, Lisa) (Entered: 09/09/2022)
09/14/2022	1065	Status Hearing held on 9/14/2022 before Judge Paul W. Grimm. (Court Reporter: Trish Mitchell-via Zoom) (ss5s, Deputy Clerk) (Entered: 09/14/2022)
09/16/2022	1066	NOTICE by City of Chicago *Joint Submission of Proposed Briefing Schedule* (Rapp, Eve-Lynn) (Entered: 09/16/2022)
09/19/2022	1067	MARGINAL ORDER APPROVING 1066 NOTICE by City of Chicago Joint Submission of Proposed Briefing Schedule filed by City of Chicago. Signed by Judge Paul W. Grimm on 9/19/2022. (kb3s, Deputy Clerk) (Entered: 09/19/2022)
09/19/2022	1068	Correspondence re: Briefing Concerning the Court's Jurisdiction to Order CCPA-Related Discovery (per ECF No. 1059) (Keller, Amy) (Entered: 09/19/2022)
09/20/2022	1069	PAPERLESS ORDER approving the joint proposed briefing schedule to resolve the Court's jurisdiction over CCPA-related discovery, ECF No. 1068; and granting Marriott's request to stay other discovery, ECF No. 1057, since Plaintiffs do not oppose the stay of all non-CCPA related discovery, see ECF Nos. 1060, 1064. Signed by Judge Paul W. Grimm on 9/20/2022. Associated Cases: 8:19-md-02879-PWG et al.(imws, Chambers) (Entered: 09/20/2022)

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
Southern Division

IN RE: MARRIOTT INTERNATIONAL INC., CUSTOMER DATA SECURITY BREACH LITIGATION	MDL No. 19-md-2879
	Judge Paul W. Grimm
THIS DOCUMENT RELATES TO THE CONSUMER ACTIONS	**JURY TRIAL DEMANDED**

SECOND AMENDED CONSOLIDATED CONSUMER CLASS ACTION COMPLAINT

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INTRODUCTION

1. On November 30, 2018, Marriott announced that it was subject to one of the largest data breaches in history when the sensitive personal and financial information of up to 500 million hotel guests was exfiltrated from its Starwood guest reservation database as part of an extensive, four-year long data breach.

2. Beginning in July 2014 and continuing through September 2018, hackers exploited glaring vulnerabilities in the Starwood network to install malicious software, harvest user credentials, and roam freely across the Starwood networks to steal valuable consumer data. The stolen information includes names, mailing addresses, phone numbers, email addresses, passport numbers, Starwood Preferred Guest account information, dates of birth, gender, arrival and departure information, reservation dates, communication preferences, payment card numbers, payment card expiration dates, and tools needed to decrypt cardholder data. Perhaps most shockingly, given the extended period during which the hackers had access to Starwood's systems, Marriott has been unable to definitively determine how much data was stolen beyond the limited data it has been able to identify, since several files that the hackers appear to have exfiltrated were deleted.

3. Subsequently, Marriott disclosed that after removing duplicates, the data breach impacted at least 383 million guest records—making it one of the largest data breaches in history. The impacted records Marriott was able to identify include nearly 24 million passport numbers (more than 5 million of which were unencrypted), and more than 9 million credit and debit cards. Marriott has asserted it does not know who carried out the attack.

4. Defendants are responsible for allowing the breach to occur because they failed to implement and maintain any reasonable safeguards and failed to comply with industry-standard

data security practices, contrary to the representations made in Marriott's privacy statements and its explicit and implied agreements with its hotel guests.

5. During the four-year data breach period, one of the longest undiscovered breach periods ever, Marriott (and its third party IT security provider, Accenture) failed to detect the hackers' presence, notice the massive amounts of data that was being exfiltrated from Starwood's databases, and failed to take any steps to investigate the numerous other red flags that should have warned the companies that Starwood's systems were not secure – even in the face of other breaches at Starwood and despite the extensive due diligence Marriott should have undertaken in purchasing Starwood. As a result of Defendants' failure to protect the consumer information they were entrusted to safeguard, Plaintiffs and class members did not receive the benefits of their bargains—protection of their Personal Information when transacting with Marriott—and have been exposed to and/or are at significant risk of identity theft, financial fraud, and other identity-related fraud into the indefinite future. Plaintiffs and class members have also lost the inherent value of their Personal Information.

JURISDICTION AND VENUE

6. This Consolidated Complaint is intended to serve as a superseding complaint as to all other complaints consolidated in this multidistrict litigation that were filed on behalf of consumers, and to serve for all purposes as the operative pleading for the Classes defined below.

7. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1332(d). The amount in controversy exceeds the sum of $5,000,000.00 exclusive of interest and costs, there are more than 100 putative class members, and minimal diversity exists because the majority of putative class members are citizens of a different state than Marriott. This Court also has supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a) because all claims alleged herein form part of the same case or controversy.

8. This Court has personal jurisdiction over Marriott because it is headquartered in and maintains its principal place of business in this District. Marriott is authorized to and regularly conducts business in Maryland. In this District, Marriott makes decisions regarding corporate governance and management of the hotels that it owns or manages, including decisions regarding the security measures to protect its customers' Personal Information. Marriott owns and operates many hotels throughout Maryland, the United States, and internationally. Marriott intentionally avails itself of this jurisdiction by promoting, selling and marketing its services from Maryland to millions of consumers nationwide.

9. This Court has personal jurisdiction over Starwood because Starwood is incorporated in Maryland, maintains its principal place of business in Maryland, regularly conducts business in Maryland and has sufficient minimum contacts in Maryland such that Starwood intentionally avails itself of this Court's jurisdiction by conducting corporate operations here and promoting, selling and marketing its services from this District to millions of consumers nationwide.

10. This Court has personal jurisdiction over Accenture because it is authorized to and regularly conducts business in Maryland and has sufficient minimum contacts in Maryland such that Accenture intentionally avails itself of this Court's jurisdiction by conducting operations here and promoting, selling and marketing its services in this District.

11. Venue is proper in this District under 28 U.S.C. 1391(a) through (d) because Marriott's headquarters and principal place of business are located in this District, Starwood resides in this District, and substantial parts of the events or omissions giving rise to the claims occurred in or emanated from this District, including, without limitation, decisions made by Marriott's governance and management personnel or inaction by those individuals that led to

misrepresentations, invasions of privacy and the Data Breach. Moreover, Accenture maintains an office in this District, conducts business in this District, and provided services to Marriott and Starwood in this District.

DEFENDANTS

12. Defendant Marriott International, Inc. is a Delaware corporation with its principal place of business in Bethesda, Maryland.

13. Defendant Starwood Hotels & Resorts Worldwide, LLC is a Maryland limited liability company with its principal place of business in Bethesda, Maryland. Starwood is now a wholly-owned subsidiary of Defendant Marriott.

14. Defendant Accenture plc is an Irish public limited company, with its principal executive offices in Dublin, Ireland and operates its business through subsidiaries of Accenture plc. Defendant Accenture LLP is a subsidiary of Accenture plc and a limited liability partnership organized under the laws of the state of Illinois. Defendants Accenture plc and Accenture LLP are collectively referred to herein as "Accenture."

DEFINITIONS

15. As used throughout this Complaint, "Data Breach" refers to the data security incident involving the Starwood guest reservation database announced by Marriott on November 30, 2018.

16. As used throughout this Complaint, "Marriott" is defined to include Marriott International, Inc., Starwood Hotels & Resorts Worldwide, LLC, Starwood Hotels & Resorts Worldwide, Inc., and any other wholly-owned subsidiaries of Marriott International, Inc.

17. As used throughout this Complaint, "Personal Information" is defined to include all information exposed in the Data Breach, including all or any part or combination of name, mailing address, phone number, email address, passport number, Starwood Preferred Guest

account information, date of birth, gender, arrival and departure information, reservation date, communication preferences, payment card numbers, and payment card expiration dates.

18. As used throughout this Complaint, "Marriott Property" is defined to include any Marriott property collecting guest information that was compromised in the Data Breach including W Hotels, St. Regis, Sheraton Hotels & Resorts, Westin Hotels & Resorts, Element Hotels, Aloft Hotels, The Luxury Collection, Tribute Portfolio, Le Méridien Hotels & Resorts, Four Points by Sheraton and Design Hotels, and Starwood-branded timeshare properties Sheraton Vacation Club, Westin Vacation Club, The Luxury Collection Residence Club, St. Regis Residence Club, and Vistana.

NAMED PLAINTIFFS

19. Plaintiffs are individuals who provided their Personal Information to Marriott, including payment card information, and upon information and belief, had such information compromised in the Data Breach. Plaintiffs bring this action on behalf of themselves and all those similarly situated both across the United States and within their State or Territory of residence. The following allegations are made upon information and belief derived from, among other things, investigation of counsel, public sources, and the facts and circumstances as currently known. Because Marriott has exclusive but incomplete knowledge of what information was compromised for each individual, including payment card and passport information, Plaintiffs reserve their right to supplement their allegations with additional facts and injuries as they are discovered.

ALABAMA

20. Plaintiff Keith Williams is a resident of the State of Alabama and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Williams has suffered identity theft and fraud in the form of unauthorized accounts opened and applied for in his name and unauthorized tax returns filed in

his name. As a result, Plaintiff Williams spent time and money signing up for credit monitoring, freezing his credit, filing a police report, contacting banks and credit card companies, and contacting and filing paperwork with the IRS, the Social Security Administration, and state attorneys general offices to resolve the identity theft and fraud issues. Further, as a result of the Data Breach and an inability to resolve the issues caused by the fraudulently filed tax return, Plaintiff has not received tax refunds owed to him. As a direct result of the Data Breach, Plaintiff Williams spent time and money enrolling in credit monitoring and freezing his credit to mitigate potential harm. Prior to the announcement of the Data Breach, Plaintiff Williams used his debit card to purchase goods or services at a Marriott Property. As a result of the Data Breach, Plaintiff Williams subsequently experienced unauthorized charges on this same payment card. As a result of this fraud, Plaintiff Williams spent time investigating the source of the unauthorized charges and working with his bank to reverse the charges and get a new card. In addition, as a result of the Data Breach, Plaintiff Williams spent time and effort monitoring his financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Williams remains at a substantial and imminent risk of future harm.

ALASKA

21. Plaintiff Teresa Borman is a resident of the State of Alaska and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Borman spent time and effort regularly monitoring her accounts to detect fraudulent activity and monitoring her credit accounts through a credit monitoring service in order to mitigate against potential harm. Given the highly-sensitive nature of the information stolen, Plaintiff Borman remains at a substantial and imminent risk of future harm.

ARIZONA

22. Plaintiff Nathan Esquerra is a resident of the State of Arizona and provided his Personal Information to Marriott in order to purchase a Marriott timeshare and stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Esquerra spent time and money purchasing credit monitoring in order to mitigate against potential harm. In addition, as a result of the Data Breach, Plaintiff Esquerra spent time and effort monitoring his credit score and financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Esquerra remains at a substantial and imminent risk of future harm.

ARKANSAS

23. Plaintiff Sean Phillips is a resident of the State of Arkansas and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Phillips has suffered identity theft and fraud in the form of unauthorized accounts opened in his name, unauthorized debit and credit cards opened and applied for in his name, and unauthorized tax returns filed in his name. As a result of this identity theft and fraud, Plaintiff Phillips spent time filing a police report regarding the fraudulently filed tax return, working with the SEC and IRS to resolve the fraudulent tax return issues, working with his bank to combat fraud on his account and to shut down fraudulently opened debit and credit cards, and working with a retailer to shut down a fraudulently opened account. Further, as a result of the Data Breach and an inability to resolve the issues caused by the fraudulently filed tax returns, Plaintiff Phillips has not received the tax refund owed to him. Plaintiff Phillips has also spent time and effort freezing his credit, monitoring his financial accounts, and searching for fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Phillips remains at a substantial and imminent risk of future harm.

24. Plaintiff William Boyd is a resident of the State of Arkansas and provided his Personal Information to Marriott in order to purchase incidentals at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Boyd spent time and effort researching the Data Breach and its impact, and monitoring his financial accounts and credit reports to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Boyd remains at a substantial and imminent risk of future harm.

CALIFORNIA

25. Plaintiff Robert Guzikowski is a resident of the State of California and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Guzikowski also provided his passport information in order to stay at a Marriott Property. As a result of the Data Breach, Plaintiff Guzikowski spent time and money purchasing credit monitoring and identity theft protection services and making international calls in order to mitigate against potential harm. In addition, as a result of the Data Breach, Plaintiff Guzikowski spent time and effort monitoring his financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Guzikowski remains at a substantial and imminent risk of future harm.

26. Plaintiff Denitrice Marks is a resident of the State of California and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Marks spent time and effort monitoring her financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Marks remains at a substantial and imminent risk of future harm.

27. Plaintiff Janel Sempre is a resident of the State of California and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Sempre spent time and money purchasing credit

monitoring and identity theft protection services and reviewing her credit reports to detect fraudulent activity. Plaintiff Sempre also spent time and effort monitoring her financial accounts to detect fraudulent activity, researching the Data Breach, and calling her bank and credit card companies to ensure her accounts were secure. Given the highly-sensitive nature of the information stolen, Plaintiff Sempre remains at a substantial and imminent risk of future harm.

28. Plaintiff Maria Maisto is a resident of the State of California and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Maisto also provided her passport information in order to stay at a Marriott Property. Prior to the announcement of the Data Breach, Plaintiff Maisto used her credit card to purchase goods or services at a Marriott Property. As a result of the Data Breach, Plaintiff Maisto spent time and effort monitoring her financial accounts and credit card statements to detect fraudulent activity and uses a credit monitoring service in order to mitigate against potential harm. Given the highly-sensitive nature of the information stolen, Plaintiff Maisto remains at a substantial and imminent risk of future harm.

COLORADO

29. Plaintiff Matthew Crabtree is a resident of the State of Colorado and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Crabtree also provided his passport information in order to stay at a Marriott Property. As a result of the Data Breach, Plaintiff Crabtree spent time and effort monitoring his financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Crabtree remains at a substantial and imminent risk of future harm.

30. Plaintiff Travis Bowlby is a resident of the State of Colorado and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Prior to the announcement of the Data Breach, Plaintiff Bowlby used his credit card to purchase

goods or services at a Marriott Property. As a result of the Data Breach, Plaintiff Bowlby suffered identity theft and fraud in the form of several unauthorized accounts being applied for in his name. As a result of this identity theft and fraud, Plaintiff Bowlby spent time and money speaking over the phone with creditors and credit report officials, investigating and monitoring his credit for additional fraudulent activity, filling out paperwork, and paying for postage to correspond with creditors. In addition, as a result of the Data Breach, Plaintiff Bowlby spent time and money setting up credit freezes to help mitigate against potential harm. Given the highly sensitive nature of the information stolen, Plaintiff Bowlby remains at a substantial and imminent risk of future harm.

31. Plaintiff Joan Knudson is a resident of the State of Colorado and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Knudson spent time and effort monitoring her financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Knudson remains at a substantial and imminent risk of future harm.

CONNECTICUT

32. Plaintiff Anne Marie Amarena is a resident of the State of Connecticut and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Amarena also provided her passport information in order to stay at a Marriott Property. As a result of the Data Breach, Plaintiff Amarena spent time calling her credit card company, filling out forms, checking her credit report and monitoring her accounts to detect fraudulent charges. Given the highly-sensitive nature of the information stolen, Plaintiff Amarena remains at a substantial and imminent risk of future harm.

DELAWARE

33. Plaintiff Frank Ragan is a resident of the State of Delaware and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach.

As a result of the Data Breach, Plaintiff Ragan spent time and effort contacting his bank to mitigate against potential harm and updating various accounts in order to keep them secure. In addition, as a result of the Data Breach, Plaintiff Ragan spent time and effort monitoring his financial accounts, credit reports, and credit card statements for suspicious and fraudulent activity and to mitigate against potential harm. Given the highly-sensitive nature of the information stolen, Plaintiff Ragan remains at a substantial and imminent risk of future harm.

FLORIDA

34. Plaintiff Irma Lawrence is a resident of the State of Florida and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Lawrence also provided her passport information in order to stay at a Marriott Property. As a result of the Data Breach, Plaintiff Lawrence spent time and effort monitoring her financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Lawrence remains at a substantial and imminent risk of future harm.

35. Plaintiff Michaela Bittner is a resident of the State of Florida and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Prior to the announcement of the Data Breach, Plaintiff Bittner used her credit card to purchase goods or services at a Marriott Property. As a result of the Data Breach, Plaintiff Bittner spent time and effort monitoring her financial accounts to detect fraudulent activity. Given the highly sensitive nature of the information stolen, Plaintiff Bittner remains at a substantial and imminent risk of future harm.

36. Plaintiff Kathleen Frakes Hevener is a resident of the State of Florida and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Subsequent to the Data Breach, Plaintiff Hevener suffered identity theft and fraud in the form of unauthorized credit cards applied for in her name. As a result of this identity theft and fraud,

Plaintiff Hevener spent time and effort contacting banks and credit reporting agencies to cancel these fraudulent accounts and remove them from her credit report. Plaintiff Hevener also spent time and effort monitoring her financial accounts to detect fraudulent activity. Given the highly sensitive nature of the information stolen, Plaintiff Hevener remains at a substantial and imminent risk of future harm.

GEORGIA

37. Plaintiff Brent Long is a resident of the State of Georgia and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Long also provided his passport information in order to stay at a Marriott Property. As a result of the Data Breach, Plaintiff Long has spent time and money enrolling in credit monitoring and identity theft protection services in order to mitigate against potential harm. In addition, as a result of the Data Breach, Plaintiff Long spent time and effort monitoring financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Long remains at a substantial and imminent risk of future harm.

38. Plaintiff David Viggiano is a resident of the State of Georgia and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Viggiano also provided his passport information in order to stay at a Marriott Property. As a result of the breach, Plaintiff Viggiano spent time and money replacing his passport in order to mitigate against potential harm. In addition, as a result of the Data Breach, Plaintiff Viggiano spent time and effort monitoring his financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Viggiano remains at a substantial and imminent risk of future harm.

39. Plaintiff Mary Ann Miller is a resident of the State of Georgia and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach.

Prior to the announcement of the Data Breach, Plaintiff Miller used her credit card to purchase goods or services at a Marriott Property. As a result of the Data Breach, Plaintiff Miller spent time and effort monitoring her financial accounts for fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Miller remains at a substantial and imminent risk of future harm.

HAWAII

40. Plaintiff Michael Podesta is a resident of the State of Hawaii and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Prior to the announcement of the Data Breach, Plaintiff Podesta used his credit card to purchase goods or services at a Marriott Property. As a result of the Data Breach, Plaintiff Podesta subsequently experienced unauthorized charges on this same payment card. As a result of this fraud, Plaintiff Podesta spent time and effort contacting his credit card company to have the unauthorized charges reversed and a new card issued. Plaintiff Podesta also spent time and effort researching the Data Breach, monitoring his financial accounts to detect fraudulent activity, and enrolling in credit monitoring services in order to mitigate against potential harm. Given the highly-sensitive nature of the information stolen, Plaintiff Podesta remains at a substantial and imminent risk of future harm.

IDAHO

41. Plaintiff William Muckelroy II is a resident of the State of Idaho and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Muckelroy II also provided his passport information when staying at a Marriott Property. After learning his passport information may have been compromised, Plaintiff Muckelroy II spent time and money purchasing a replacement passport in order to mitigate against potential harm. Prior to the announcement of the Data Breach, Plaintiff Muckelroy II used his credit card to

purchase goods or services at a Marriott Property. In addition, as a result of the Data Breach, Plaintiff Muckelroy II spent time and effort enrolling in credit monitoring services and monitoring his financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Muckelroy II remains at a substantial and imminent risk of future harm.

ILLINOIS

42. Plaintiff Barry Golin is a resident of the State of Illinois and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Golin also provided his passport information in order to stay at a Marriott Property. Prior to the announcement of the Data Breach, Plaintiff Golin used his credit card to purchase goods or services at Marriott Properties. As a result of the Data Breach, Plaintiff Golin experienced unauthorized charges on this same payment card. As a result of this fraud, Plaintiff Golin spent time speaking with the police and the FBI, and working with his credit card companies to get the unauthorized charges reversed. Given the highly-sensitive nature of the information stolen, Plaintiff Golin remains at a substantial and imminent risk of future harm.

43. Plaintiff Susan Raab is a resident of the State of Illinois and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Raab also provided her passport information in order to stay at a Marriott Property. As a result of the Data Breach, Plaintiff Raab spent time reviewing her statements and contacting her credit card companies to detect fraudulent activity and mitigate against potential harm. Given the highly-sensitive nature of the information stolen, Plaintiff Raab remains at a substantial and imminent risk of future harm.

INDIANA

44. Plaintiff Leslie Dallner is a resident of the State of Indiana and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Dallner has suffered identity theft and fraud in the form of unauthorized accounts opened in her name and fraudulent checks cashed in her name. Plaintiff Dallner spent time and effort monitoring her financial accounts to detect fraudulent activity, cancelling the credit cards she used at Marriott, changing her bank account information, engaging in credit monitoring, and taking other steps to mitigate against potential harm. Given the highly-sensitive nature of the information stolen, Plaintiff Dallner remains at a substantial and imminent risk of future harm.

IOWA

45. Plaintiff Sherita Olive-Miller is a resident of the State of Iowa and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Olive-Miller spent time and money monitoring her financial accounts to detect fraudulent activity, addressing suspicious activity, closing several credit card accounts used at Marriott, enrolling in credit monitoring services, securing credit freezes, and taking other steps to help mitigate against potential harm. Given the highly-sensitive nature of the information stolen, Plaintiff Olive-Miller remains at a substantial and imminent risk of future harm.

KANSAS

46. Plaintiff Mary Jo Jurey is a resident of the State of Kansas and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Jurey spent time and effort monitoring her financial accounts to detect fraudulent activity and monitoring her credit accounts through a credit

monitoring service in order to mitigate against potential harm. Given the highly-sensitive nature of the information stolen, Plaintiff Jurey remains at a substantial and imminent risk of future harm.

KENTUCKY

47. Plaintiff Timothy Hawkins is a resident of the State of Kentucky and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Hawkins spent time and effort monitoring financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Hawkins remains at a substantial and imminent risk of future harm.

LOUISIANA

48. Plaintiff Anastasia McGee is a resident of the State of Louisiana and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff McGee has suffered identity theft and fraud in the form of an unauthorized party opening a Bitcoin account using her Personal Information. As a result of this fraud, Plaintiff McGee has spent significant time and effort attempting to resolve the issue and close the account. Plaintiff McGee also spent time and effort monitoring her financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff McGee remains at a substantial and imminent risk of future harm.

49. Plaintiff Lisa Henderson is a resident of the State of Louisiana and provided her Personal Information to Marriott in order to participate in the Marriott program prior to the Data Breach. As a result of the Data Breach, Plaintiff Henderson spent time and effort reviewing her credit card statements and monitoring credit reports to detect suspicious and fraudulent activity. Given the highly sensitive nature of the information stolen, Plaintiff Henderson remains at a substantial and imminent risk of future harm.

MAINE

50. Plaintiff Sheila Coughlin is a resident of the State of Maine and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Coughlin also provided her passport information in order to stay at a Marriott Property. As a result of the Data Breach, Plaintiff Coughlin spent time and money replacing her passport in order to mitigate against potential harm. In addition, as a result of the Data Breach, Plaintiff Coughlin spent time and effort monitoring her financial accounts, credit reports, and credit card statements to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Coughlin remains at a substantial and imminent risk of future harm.

51. Plaintiff Bruce Fitzgerald is a resident of the State of Maine and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Fitzgerald also provided his passport information in order to stay at a Marriott Property. As a result of the Data Breach, Plaintiff Fitzgerald suffered from identity theft and fraud in the form of unauthorized parties opening of fraudulent accounts in his name. As a result of this identity theft and fraud, Plaintiff Fitzgerald spent time and effort reporting these activities to the police, monitoring his accounts to detect fraudulent activity, and contacting the banks where the applications had been submitted to ensure the accounts were closed. Plaintiff Fitzgerald also subsequently paid to have a new passport issued and enrolled in credit monitoring in order to mitigate against potential harm. Given the highly-sensitive nature of the information stolen, Plaintiff Fitzgerald remains at a substantial and imminent risk of future harm.

MARYLAND

52. Plaintiff Peter Maldini is a resident of the State of Maryland and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Prior to the announcement of the Data Breach, Plaintiff Maldini used his credit card to purchase

goods or services at a Marriott Property. As a result of the Data Breach, Plaintiff Maldini spent time and effort monitoring his financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Maldini remains at a substantial and imminent risk of future harm.

53. Plaintiff Richard Ryans is a resident of the State of Maryland and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Ryans spent time and effort taking measures that he otherwise would not have to take to ensure that his identity is not stolen and that his accounts are not compromised. Given the highly-sensitive nature of the information stolen, Plaintiff Ryans remains at a substantial and imminent risk of future harm.

MASSACHUSETTS

54. Plaintiff Dallas Perkins is a resident of the State of Massachusetts and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Perkins also provided his passport information in order to stay at a Marriott Property. As a result of the Data Breach, Plaintiff Perkins spent time and effort reviewing his financial statements to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Perkins remains at a substantial and imminent risk of future harm.

MICHIGAN

55. Plaintiff Bryan Wallace is a resident of the State of Michigan and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Wallace spent time and effort contacting his credit card company to mitigate against potential harm. Given the highly-sensitive nature of the information stolen, Plaintiff Wallace remains at a substantial and imminent risk of future harm.

56. Plaintiff Laura Gononian is a resident of the State of Michigan and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Gononian also provided her passport information in order to stay at a Marriott Property. As a result of the Data Breach, Plaintiff Gononian spent time and effort reviewing her account statements and contacting her credit card companies to mitigate against potential harm. Given the highly-sensitive nature of the information stolen, Plaintiff Gononian remains at a substantial and imminent risk of future harm.

MINNESOTA

57. Plaintiff Linda Wu is a resident of the State of Minnesota and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Wu also provided her passport information in order to stay at a Marriott Property. Prior to the announcement of the Data Breach, Plaintiff Wu used her credit card to purchase goods or services at a Marriott Property. As a result of the Data Breach, Plaintiff Wu subsequently experienced unauthorized charges on this same payment card. Plaintiff Wu also spent time and effort reviewing her credit card statements to detect fraudulent activity, changing her account passwords to mitigate against potential harm, and reviewing her credit card monitoring reports, which recently informed her that her email address linked to her SPG membership was the subject of unauthorized activity. Given the highly-sensitive nature of the information stolen, Plaintiff Wu remains at a substantial and imminent risk of future harm.

MISSISSIPPI

58. Plaintiff Shaun Yurtkuran is a resident of the State of Mississippi and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Prior to the announcement of the Data Breach, Plaintiff Yurtkuran used his debit card and credit card to purchase goods or services at a Marriott Property. As a result of the Data Breach, Plaintiff

Yurtkuran subsequently experienced unauthorized charges on these same payment cards. As a result of this fraud, Plaintiff Yurtkuran spent time and effort resetting the automatic payment instructions for multiple accounts, contacting and traveling to his bank to address the unauthorized charges, and contacting other merchants with which he does business to update his new card information. In addition, as a result of the Data Breach, Plaintiff Yurtkuran spent time and effort monitoring financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Yurtkuran remains at a substantial and imminent risk of future harm.

MISSOURI

59. Plaintiff Steven Jamison is a resident of the State of Missouri and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Jamison spent time and effort reviewing his financial statements to detect fraudulent activity and contacting his bank to mitigate against potential harm. Given the highly-sensitive nature of the information stolen, Plaintiff Jamison remains at a substantial and imminent risk of future harm.

60. Plaintiff Brent McArthur is a resident of the State of Missouri and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff McArthur also provided his passport Information in order to stay at a Marriott Property. As a result of the Data Breach, Plaintiff McArthur spent time and money monitoring his accounts and purchasing credit monitoring services in order to mitigate against potential harm. Given the highly-sensitive nature of the information stolen, Plaintiff McArthur remains at a substantial and imminent risk of future harm.

MONTANA

61. Plaintiff Holger Meyer is a resident of the State of Montana and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Meyer also provided his passport information in order to stay at a Marriott Property. As a result of the Data Breach, Plaintiff Meyer spent time and effort monitoring his financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Meyer remains at a substantial and imminent risk of future harm.

NEBRASKA

62. Plaintiff Kathleen Christensen is a resident of the State of Nebraska and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Christensen spent time and effort monitoring her financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Christensen remains at a substantial and imminent risk of future harm.

NEVADA

63. Plaintiff Salvatore Caponigro is a resident of the State of Nevada and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Caponigro spent time and effort monitoring his financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Caponigro remains at a substantial and imminent risk of future harm.

64. Plaintiff Cheryl Pilon Meyer is a resident of the State of Nevada and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Meyer spent time and effort monitoring her financial accounts to detect fraudulent activity. Given the highly sensitive nature of the information stolen, Plaintiff Meyer remains at a substantial and imminent risk of future harm.

NEW HAMPSHIRE

65. Plaintiff Nicole King is a resident of the State of New Hampshire and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff King also provided her passport information in order to stay at a Marriott Property. As a result of the Data Breach, Plaintiff King was the victim of a mobile phishing scam that resulted in unauthorized and unreimbursed purchases made using her Personal Information. As a result, Plaintiff King spent time and effort attempting to address the fraud, including filing a police report. In addition, as a result of the Data Breach, Plaintiff King spent time and effort monitoring her financial accounts, credit reports, and credit card statements for fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff King remains at a substantial and imminent risk of future harm.

NEW JERSEY

66. Plaintiff Svetlana Shtofmakher is a resident of the State of New Jersey and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Shtofmakher spent time and effort monitoring her financial accounts to detect for fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Shtofmakher remains at a substantial and imminent risk of future harm.

67. Plaintiff Mary Ann Sundius-Rose is a resident of the State of New Jersey and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Sundius-Rose spent time and effort monitoring her financial accounts to detect fraudulent activity and contacting her bank to mitigate against potential harm. Given the highly-sensitive nature of the information stolen, Plaintiff Sundius-Rose remains at a substantial and imminent risk of future harm.

68. Plaintiff Marc Weinberg is a resident of the State of New Jersey and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Prior to the announcement of the Data Breach, Plaintiff Weinberg used his credit card to purchase goods or services at a Marriott Property. As a result of the Data Breach, Plaintiff Weinberg suffered identity theft and fraud in the form of unauthorized charges. As a result of this identity theft and fraud, Plaintiff Weinberg spent time disputing the charges and attempting to resolve further identity theft and fraud with his credit card companies. Given the highly-sensitive nature of the information stolen, Plaintiff Weinberg remains at a substantial and imminent risk of future harm.

NEW MEXICO

69. Plaintiff Kris Morris is a resident of the State of New Mexico and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Morris spent time and effort monitoring her financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Morris remains at a substantial and imminent risk of future harm.

NEW YORK

70. Plaintiff Roger Cullen is a resident of New York and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Cullen also provided his passport information in order to stay at a Marriott Property. Prior to the announcement of the Data Breach, Plaintiff Cullen used his SPG payment card to purchase goods or services at a Marriott Property. As a result of the Data Breach, Plaintiff Cullen experienced unauthorized charges on this same payment card, as well as unauthorized purchases made from his personal checking account. As a result of this fraud, Plaintiff Cullen spent significant time and effort reviewing charges and speaking on the phone with representatives from his bank in order to replace his card, resolve the fraudulent charges, and mitigate potential harm. In addition, as a result

of the Data Breach, Plaintiff Cullen spent time and effort reviewing his accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Cullen remains at a substantial and imminent risk of future harm.

71. Plaintiff Eric Fishon is a resident of New York and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Fishon spent time and money purchasing credit monitoring, making multiple calls and visits to banks, and time spent contacting Marriott about the Data Breach in order to mitigate against potential harm. In addition, as a result of the Data Breach, Plaintiff Fishon spent significant time monitoring his accounts in order to detect any fraudulent activity and mitigate against potential harm, making phone calls to the bank, reviewing account statements, monitoring credit reports, and communicating with representatives from the credit monitoring service he purchased in order to mitigate against potential harm. Given the highly-sensitive nature of the information stolen, Plaintiff Fishon remains at a substantial and imminent risk of future harm.

72. Plaintiff Paula O'Brien is a resident of New York and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Prior to the announcement of the Data Breach, Plaintiff O'Brien used her credit card to purchase goods or services at a Marriott Property. As a result of the Data Breach, Plaintiff O'Brien subsequently experienced unauthorized charges on this same payment card. As a result of this fraud, Plaintiff O'Brien was forced to replace her card, reset automatic payment instructions for multiple accounts, and spend time communicating with her bank to reverse the charges. In addition, as a result of the Data Breach, Plaintiff O'Brien spent time and effort reviewing her account statements in order to

detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff O'Brien remains at a substantial and imminent risk of future harm.

NORTH CAROLINA

73. Plaintiff Alan Teitleman is a resident of North Carolina and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Teitleman also provided his passport information in order to stay at a Marriott Property. As a result of the Data Breach, Plaintiff Teitleman spent time and effort reviewing his account history, monitoring credit reports, and communicating with Marriott regarding the exposure of his Personal Information. Given the highly-sensitive nature of the information stolen, Plaintiff Teitleman remains at a substantial and imminent risk of future harm.

NORTH DAKOTA

74. Plaintiff Cleary Johs is a resident of the State of North Dakota and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Johs spent time and effort monitoring his financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Johs remains at a substantial and imminent risk of future harm.

OHIO

75. Plaintiff Eric Dubitsky is a resident of the State of Ohio and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Dubitsky spent time and money purchasing identity theft protection services in order to mitigate against potential harm. In addition, as a result of the Data Breach, Plaintiff Dubitsky spent time and effort monitoring his financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Dubitsky remains at a substantial and imminent risk of future harm.

OKLAHOMA

76. Plaintiff Susan Mullins is a resident of the State of Oklahoma and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Mullins received notice from Marriott by email that her Personal Information was compromised in the Data Breach. As a result of the Data Breach, Plaintiff Mullins spent time and effort monitoring her financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Mullins remains at a substantial and imminent risk of future harm.

OREGON

77. Plaintiff Adam Ropp is a resident of Oregon and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Ropp also provided his passport information in order to stay at a Marriott Property. As a result of the Data Breach, Plaintiff Ropp suffered identity theft and fraud in the form multiple unauthorized accounts for credit cards, consolidated loans, consumer accounts, and other lines of credit opened using his Personal Information. Plaintiff Ropp is currently working with the IRS in order to resolve his most recent tax refund being collected by an unauthorized individual. As a result, Plaintiff Ropp spent time and money monitoring his accounts and purchasing identity theft insurance in order to mitigate against potential harm. Plaintiff Ropp also invested money in protecting his account information and spent numerous hours reviewing account records, speaking on the phone with representatives from the bank, and sending letters to credit card companies to mitigate against further harm. In addition, as a result of the Data Breach, Plaintiff Ropp spent time and effort monitoring his financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Ropp remains at a substantial and imminent risk of future harm.

PENNSYLVANIA

78. Plaintiff Fredric Lazarus is a resident of Pennsylvania and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Lazarus also provided his passport information in order to stay at a Marriott Property. Prior to the announcement of the Data Breach, Plaintiff Lazarus used his personal credit card to purchase goods or services at a Marriott Property. As a result of the Data Breach, Plaintiff Lazarus subsequently experienced unauthorized charges on this same payment card. As a result of this fraud, Plaintiff Lazarus spent multiple hours on calls with his credit card company, obtaining new credit cards and changing the payment information on various accounts and websites. In addition, as a result of the Data Breach, Plaintiff Lazarus spent time and effort monitoring his financial accounts and searching for fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Lazarus remains at a substantial and imminent risk of future harm.

79. Plaintiff Robert Reynolds is a resident of Pennsylvania and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Prior to the announcement of the Data Breach, Plaintiff Reynolds used his credit card to purchase goods or services at a Marriott Property. As a result of the Data Breach, Plaintiff Reynolds spent time enrolling in credit monitoring in order to mitigate against potential harm. Given the highly-sensitive nature of the information stolen, Plaintiff Reynolds remains at a substantial and imminent risk of future harm.

RHODE ISLAND

80. Plaintiff Laura Messier is a resident of the State of Rhode Island and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Messier spent time and effort monitoring her financial

accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Messier remains at a substantial and imminent risk of future harm.

SOUTH CAROLINA

81. Plaintiff Josiah Trager is a resident of South Carolina and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Trager spent time and effort monitoring his financial accounts to detect fraudulent activity and speaking with credit card companies to mitigate against potential harm. Given the highly-sensitive nature of the information stolen, Plaintiff Trager remains at a substantial and imminent risk of future harm.

SOUTH DAKOTA

82. Plaintiff Charles Hanson is a resident of the State of South Dakota and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Hanson spent time and money purchasing identity theft protection services in order to mitigate against potential harm. In addition, as a result of the Data Breach, Plaintiff Hanson spent time and effort monitoring his financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Hanson remains at a substantial and imminent risk of future harm.

TENNESSEE

83. Plaintiff Douglas Blake is a resident of the State of Tennessee and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Blake spent time and effort monitoring his financial accounts to detect fraudulent activity and contacting credit card companies to mitigate against potential harm. Given the highly-sensitive nature of the information stolen, Plaintiff Blake remains at a substantial and imminent risk of future harm.

TEXAS

84. Plaintiff John Stephen Griesenbeck is a resident of the State of Texas and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Griesenbeck also provided his passport information in order to stay at a Marriott Property. As a result of the Data Breach, Plaintiff Griesenbeck has suffered fraud in the form of having his checking account compromised by an unauthorized individual. As a result of this fraud, Plaintiff Griesenbeck spent significant time and effort dealing with the fraud including obtaining a new checking account, credit card, notifying creditors, changing account information on numerous other accounts set up to auto-pay from his checking account, and monitoring his credit accounts on a regular basis. In addition, as a result of the Data Breach, Plaintiff Griesenbeck spent time and money reviewing his financial records and enrolling in credit monitoring and identity theft protection services to mitigate against potential harm. Given the highly-sensitive nature of the information stolen, Plaintiff Griesenbeck remains at a substantial and imminent risk of future harm.

85. Plaintiff Michael Piana is a resident of the State of Texas and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Piana has suffered identity theft and fraud in the form of an unauthorized account opened under his name at a credit union, and the use of that account to pay for a significant charge at a jewelry store. As a result of this identity theft and fraud, Plaintiff Piana spent time calling and emailing the credit union to mitigate against potential harm. Given the highly sensitive nature of the information stolen, Plaintiff Piana remains at a substantial and imminent risk of future harm.

86. Plaintiff Hope Turner is a resident of the State of Texas provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Turner has suffered identity theft and fraud in the form of an

unsecured loan taken out in her name. Plaintiff Turner also had several mobile accounts opened in her name. As a result of this identity theft and fraud, Plaintiff Turner spent time on the phone with banks, completing identify theft and police reports, copying personal records, changing passwords, checking credit alerts, and trying to determine the identity of individuals fraudulently using her information. In addition, as a result of the Data Breach, Plaintiff Turner spent time and money purchasing credit monitoring, freezing her accounts in order to mitigate against future potential harm, and monitoring her financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Turner remains at a substantial and imminent risk of future harm.

UTAH

87. Plaintiff Gary Dean Dittemore is a resident of the State of Utah and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Dittemore also provided his passport information in order to stay at a Marriott Property. As a result of the Data Breach, Plaintiff Dittemore has suffered identity theft in the form of an unauthorized automobile loan applied for in his name. As a result of this identity theft, Plaintiff Dittemore spent time and money attempting to address the fraud and purchasing identity theft protection services in order to mitigate against further potential harm. In addition, as a result of the Data Breach, Plaintiff Dittemore spent time and effort monitoring his financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Dittemore remains at a substantial and imminent risk of future harm.

VERMONT

88. Plaintiff Michael Charron is a resident of the State of Vermont and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Charron spent time and money addressing suspicious

activity, contacting his credit card companies and closing accounts, and taking other steps to help mitigate against potential harm. Given the highly-sensitive nature of the information stolen, Plaintiff Charron remains at a substantial and imminent risk of future harm.

89. Plaintiff Jeninne Pitts is a resident of the State of Vermont and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Pitts spent time and effort monitoring her financial accounts to detect fraudulent activity. Given the highly sensitive nature of the information stolen, Plaintiff Pitts remains at a substantial and imminent risk of future harm.

VIRGINIA

90. Plaintiff Shantonu Kundu is a resident of the Commonwealth of Virginia and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Kundu spent time and effort monitoring his financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Kundu remains at a substantial and imminent risk of future harm.

91. Plaintiff James Marshall Farmer is a resident of the Commonwealth of Virginia and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Farmer spent time and effort monitoring his financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Farmer remains at a substantial and imminent risk of future harm.

WASHINGTON

92. Plaintiff Thomas Evankovich is a resident of the State of Washington and provided his Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. Plaintiff Evankovich also provided his passport information in order to stay at a Marriott Property. As a result of the Data Breach, Plaintiff Evankovich spent time and effort monitoring his financial

accounts to detect fraudulent activity and speaking with his bank to mitigate against potential harm. Given the highly-sensitive nature of the information stolen, Plaintiff Evankovich remains at a substantial and imminent risk of future harm.

WEST VIRGINIA

93. Plaintiff Harry Bell is a resident of the State of West Virginia and provided his Personal Information to Marriott in order to purchase Marriott timeshares and stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Bell has suffered identity theft in the form of an unauthorized account opened in his name. As a result of this identity theft, Plaintiff Bell spent time filing a police report and contacting the company to close the fraudulent account. In addition, as a result of the Data Breach, Plaintiff Bell spent time and effort monitoring his financial accounts to detect fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Bell remains at a substantial and imminent risk of future harm.

WISCONSIN

94. Plaintiff Gertie Haese is a resident of the State of Wisconsin and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Haese spent time and effort monitoring her financial accounts to detect fraudulent activity and speaking with her credit card company to mitigate against potential harm. Given the highly-sensitive nature of the information stolen, Plaintiff Haese remains at a substantial and imminent risk of future harm.

WYOMING

95. Plaintiff Amber Flor is a resident of the State of Wyoming and provided her Personal Information to Marriott in order to stay at a Marriott Property prior to the Data Breach. As a result of the Data Breach, Plaintiff Flor spent time and effort monitoring her accounts for

fraudulent activity. Given the highly-sensitive nature of the information stolen, Plaintiff Flor remains at a substantial and imminent risk of future harm.

FACTUAL ALLEGATIONS

Marriott International and its Privacy Policy

96. Marriott International is a multinational, diversified hospitality company that manages and franchises a broad portfolio of hotels and related lodging facilities, including 30 brands with more than 7,000 properties across 130 countries and territories globally. Founded in 1927, the company is headquartered in Bethesda, Maryland, and maintains hotel brands including Marriott, Courtyard, and Ritz-Carlton. Marriott reported revenues of $20.75 billion in the 2018 fiscal year.

97. Marriott International was founded by J. Willard Marriott and is now led by his son, Executive Chairman Bill Marriott, and President and CEO Arne Sorenson.

98. On September 23, 2016, Marriott International closed a $13.6 billion acquisition of Starwood Hotels & Resorts Worldwide, bringing together its Marriott, Courtyard, and Ritz-Carlton brands with Starwood's Sheraton, Westin, W Hotels, and St. Regis properties. As a result, the 30 hotel brands that now fall under Marriott International's umbrella have made it the largest hotel chain in the world, accounting for 1 out of every 15 hotel rooms globally.

99. Guests can make reservations at a Marriott hotel via multiple methods, including through Marriott's website. When making a reservation, Marriott requires the guest to provide certain personal information including name, address, email address, phone number, and payment card information. In some instances, Marriott also collects passport information, room preferences, travel destinations, and other personal information.

100. In Marriott's Global Privacy Statement dated May 18, 2018, Marriott represents that: "The Marriott Group, which includes Marriott International, Inc., Starwood Hotels & Resorts

Worldwide, LLC … and their affiliates, values you as our guest and recognizes that privacy is important to you." It explains that the Marriott Group collects data:

- through websites operated by us from which you are accessing this Privacy Statement, including Marriott.com and other websites owned or controlled by the Marriott Group (collectively, the "**Websites**")
- through the software applications made available by us for use on or through computers and mobile devices (the "**Apps**")
- through our social media pages that we control from which you are accessing this Privacy Statement (collectively, our "**Social Media Pages**")
- through HTML-formatted email messages that we send you that link to this Privacy Statement and through your communications with us
- when you visit or stay as a guest at one of our properties, or through other offline interactions.

101. The Privacy Statement defines "Collection of Personal Data" as follows:

"**Personal Data**" are data that identify you as an individual or relate to an identifiable individual. At touchpoints throughout your guest journey, we collect Personal Data in accordance with law, such as:

- Name
- Gender
- Postal address
- Telephone number
- Email address
- Credit and debit card number or other payment data
- Financial information in limited circumstances
- Language preference
- Date and place of birth
- Nationality, passport, visa or other government-issued identification data
- Important dates, such as birthdays, anniversaries and special occasions
- Membership or loyalty program data (including co-branded payment cards, travel partner program affiliations)
- Employer details
- Travel itinerary, tour group or activity data

- Prior guest stays or interactions, goods and services purchased, special service and amenity requests
- Geolocation information
- Social media account ID, profile photo and other data publicly available, or data made available by linking your social media and loyalty accounts

102. Marriott states that "in more limited circumstances, we also may collect" the following:

- Data about family members and companions, such as names and ages of children
- Biometric data, such as digital images
- Images and video and audio data via: (a) security cameras located in public areas, such as hallways and lobbies, in our properties; and (b) body-worn cameras carried by our loss prevention officers and other security personnel
- Guest preferences, inquiries and comments and any other personalized data ("**Personal Preferences**"), such as your interests, activities, hobbies, food and beverage choices, services and amenities of which you advise us or which we learn about during your visit.

103. Marriott further represents that: "We seek to use reasonable organizational, technical and administrative measures to protect Personal Data."

104. Marriott recognizes the value of this information as evidenced by the fact that Marriott employs a customer analytics company for the systematic examination of its customer information to identify, attract, and retain the most profitable customers and to predict future behaviors. According to Marriott, "there is no lack of available data: household profile, including number of kids; type of jobs held by family members; their salaries; where and how they spend their money and even the type of jeans they buy."[1]

[1] D. Eisen, *Marriott Bets on Predictive Analytics for Brand Growth*, QUESTEX LLC (Jan. 31, 2018), https://www.hotelmanagement.net/tech/marriott-builds-its-brands-by-knowing-more-about-you (last accessed July 22, 2019).

105. Knowing the significant value and sensitive nature of the information it collects, Marriott's current privacy policy represents that Marriott uses "reasonable physical, electronic, and administrative safeguards to protect your Personal Data from loss, misuse and unauthorized access, disclosure, alteration and destruction, taking into account the nature of the Personal Data and the risks involved in processing that information."[2]

Starwood Hotels and Its Preferred Guest Program

106. Starwood Hotels was originally formed by Starwood Capital Partners, a Chicago-based real estate investment firm founded by Barry Sternlicht in 1991.

107. In 1995, Starwood Capital acquired Hotel Investors Trust and Hotel Investors Corporation, one of a handful of public companies that was grandfathered in as a "paired-share" real estate investment trust ("REIT"). This structure allowed Starwood to own and operate its hotels through a single entity, while at the same time taking advantage of favorable tax shelter aspects of a REIT.

108. This preferred tax status garnered significant investment in Starwood Capital and by 1998, it was able to acquire established hotel brands like Westin for $1.57 billion and ITT Sheraton Corporation for $9.8 billion.

109. Over the next two decades, Starwood continued its global expansion by acquiring numerous hotel chains including Le Méridien, a chain of more than 120 properties primarily located in Europe and the Middle East, and launching a number of specialty brands. Starwood brands now include W Hotels, St. Regis, Sheraton Hotels & Resorts, Westin Hotels & Resorts, Element Hotels, Aloft Hotels, The Luxury Collection, Tribute Portfolio, Le Méridien Hotels &

[2] *Marriott U.S. Privacy Shield Guest Privacy Policy* (updated May 24, 2019), https://www.marriott.com/about/global-privacy.mi (last accessed July 22, 2019).

Resorts, Four Points by Sheraton, and Design Hotels. Starwood also operates certain Starwood-branded timeshare properties.

110. In 1999, Starwood launched a guest loyalty programs known as Starwood Preferred Guest Program ("SPG Program") to create brand loyalty and encourage travelers to stay at its properties by offering rewards. Starwood promoted the SPG Program as first in the industry to offer no blackout dates, no capacity controls, and online redemption.[3]

111. Starwood has long touted its SPG Program as industry-leading and a significant driver of repeat business from frequent travelers. For example, in 2012, Starwood stated that the SPG Program, "…launches the richest elite program benefits in history for global mega travelers including standouts like first-of-its-kind 24-hour check-in, confirmable upgrades, and free breakfast. For our most loyal guests, SPG offers lifetime status and a dedicated Starwood ambassador. In its first year, SPG transformation drove a 12% year-over-year increase in revenue to our hotels from SPG members with a 16% increase from Platinum members."[4]

112. Starwood also promoted the SPG Program's "crossover rewards" with companies such as Delta Airlines and convenience features such as keyless entry that "enable guests to bypass the front desk, avoid waiting in line and ultimately unlock their stay with a simple tap of their smartphone."[5]

113. In the course of its business, Starwood collects and stores significant amounts of sensitive customer information. For example, Starwood's online privacy statement dated October 15, 2014 stated that Starwood is "dedicated to protecting your privacy and safeguarding your

[3] *Starwood Corporate Overview*, at 9-10, https://marriott.gcs-web.com/static-files/4cb4e011-ddff-4613-984f-1e08d799227c (last accessed July 22, 2019).

[4] *Id.*, at 5.

[5] *Id.*, at 4.

personally identifiable information" and "collects information about our guests and visitors to our web sites so that we can provide an experience that is responsive to our guests' and visitors' needs."

The statement further provided:

> **TYPES OF INFORMATION WE COLLECT**:
>
> Starwood collects information about our guests and visitors to our web sites so that we can provide an experience that is responsive to our guests' and visitors' needs. Information may be collected as part of: (i) fulfilling reservation or information requests, (ii) purchasing products or services, (iii) registering for program membership, (iv) submitting a job application, (v) responding to communications from us (e.g., surveys, promotional offers, or reservation confirmations), (vi) accommodating your personal preferences, (vii) fulfilling requests for services or recommendations we provide you, (viii) working with third party sources, including collecting information available from social networking and other web sites, to better assist us with understanding your interests and to serve you better, (ix) your use of our apps on your electronic devices, (x) updating your contact information including your address (through such services as the National Change of Address Service in the United States), or (xi) facilitating the transmission of forward to a friend email at your request. The types of personally identifiable information (sometimes referred to as "PII") that we collect may include your name, home, work and e-mail addresses, telephone, mobile telephone, and fax numbers, credit card information, date of birth, gender, and lifestyle information such as room preferences, leisure activities, names and ages of children, and other information necessary to fulfill special requests (e.g., health conditions that require special room accommodations).
>
> Starwood may also collect non-personally identifiable information about you, such as your use of our web sites, communication preferences, travel habits, aggregated data relative to your stays, and responses to promotional offers and surveys.
>
> ***
>
> PURPOSE FOR COLLECTION, PROCESSING, AND DISCLOSURE:
>
> **Collection & Use**
>
> Starwood is fully committed to providing you with information about the collection and use of PII furnished by, or collected from, visitors while using our web sites, products and services. It is our practice not to ask you for information unless we need it or intend to use it. Some of the primary purposes for collecting your PII are as follows:
>
> - providing services such as processing a transaction (e.g., making a reservation, fulfilling a request for information, or completing a product order)

- marketing and communications with you in relation to the products and services offered by Starwood, our strategic marketing partners, and other trusted third parties
- performing market research via surveys to better serve your needs, improve the effectiveness of our web sites, your hotel experience, our various types of communications, advertising campaigns, and/or promotional activities

***

Processing and Disclosure

In most cases, the information you provide is added to a local or global database. In the course of processing your information, it may be necessary to transfer your PII to Starwood's affiliates, properties within the Starwood system and/or third party service providers located in the United States and throughout the world for the purposes outlined within this Privacy Statement. Unless otherwise precluded or governed by legal requirements and/or process, Starwood subsidiaries, affiliates and property owners that may receive your information are required to abide by substantially similar privacy requirements relating to your PII. As a general practice, Starwood does not sell, rent, or give physical possession of your PII to unaffiliated third parties outside the Starwood system. Situations in which Starwood may disclose your information to others include:

- when we have received your consent to do so
- in situations where sharing or disclosing your information is required in order to offer you products or services you desire (e.g., a vacation package)
- when companies or services providers that perform business activities on behalf of Starwood require such information (e.g., credit card processing, customer support services, market research administration or database management services)
- when a hotel or other property leaves the Starwood system and access to your PII is necessary to facilitate business operations or meet contractual obligations in connection with the fulfillment of reservations that are booked for future stays or events
- in the event Starwood is merged or acquired by another company
- to comply with legal or regulatory requirements or obligations in accordance with applicable law, a court order or a subpoena
- in case of emergency such as to safeguard the life, health, or property of an individual

If information is shared as mentioned above, we seek to limit the scope of information that is furnished to the amount necessary for the performance of the specific function. Unless otherwise precluded by legal process, we require third parties to protect your PII and abide by applicable privacy laws and regulations.

***

> DATA TRANSFERS ACROSS INTERNATIONAL BORDERS:
>
> As a global company, we endeavor to provide you with the same outstanding service in New York City, as you would find in Paris or Beijing. To achieve this goal, we have established a global network comprised of properties, offices, data centers, trusted marketing partners, service providers, customer contact centers, and trained associates around the globe. The nature of our business and our operations require us to transfer your information, including PII, to other group companies, properties, centers of operations, data centers, or service providers that may be located in countries outside of your own. We may transfer the PII we collect about you to countries other than the country in which the information was originally collected. Although the data protection and other laws of these various countries may not be as comprehensive as those in your own country, Starwood will take appropriate steps to ensure that your PII is protected and handled as described in this Privacy Statement.
>
> ***
>
> SECURITY SAFEGUARDS:
>
> Starwood recognizes the importance of information security, and is constantly reviewing and enhancing our technical, physical, and logical security rules and procedures. All Starwood owned web sites and servers have security measures in place to help protect your PII against accidental, loss, misuse, unlawful or unauthorized access, disclosure, or alteration while under our control. Although "guaranteed security" does not exist either on or off the Internet, we safeguard your information using appropriate administrative, procedural and technical safeguards, including password controls, "firewalls" and the use of up to 256-bit encryption based on a Class 3 Digital Certificate issued by VeriSign, Inc. This allows for the use of Secure Sockets Layer (SSL), an encryption method used to help protect your data from interception and hacking while in transit.

114. Although Starwood represented that it "recognized the importance of keeping its valuable customer information secure" and had "security measures in place to help protect" consumers against "unauthorized access" of their Personal Information—it failed to live up to that promise by failing to implement and maintain reasonable safeguards that resulted in the exposure and exfiltration of the Personal Information for hundreds of millions of hotel guests.

Marriott's Acquisition of Starwood

115. On November 16, 2015, Marriott International announced that it was purchasing Starwood for $13.6 billion, creating the world's largest hotel company.

116. After the transaction closed on September 23, 2016, Marriott stated in a press release that the new company "offers the most comprehensive portfolio of brands including leading lifestyle brands, a significant global footprint, and leadership in the luxury and select-service tiers as well as the convention and resort segment. Beginning today, Marriott will match member status across Marriott Rewards – which includes The Ritz-Carlton Rewards – and Starwood Preferred Guest (SPG), enabling members to transfer points between the programs for travel and exclusive experiences when they link their accounts later today."[6]

117. The press release further stated that Marriott "will operate or franchise more than 5,700 properties and 1.1 million rooms, representing 30 leading brands from the moderate-tier to luxury in over 110 countries. With the completion of this acquisition, Marriott's distribution has more than doubled in Asia and the Middle East & Africa combined."[7]

118. According to Marriott CEO Arne Sorenson, Starwood's SPG Program was a "central, strategic rationale for the transaction" because its members are deeply loyal, have generally higher incomes, and tend to spend many nights on the road.[8]

119. In any acquisition of this size, it is standard practice to perform cybersecurity due diligence, including researching undisclosed or unknown data breaches, as well as identifying information technology ("IT") security risks and shortfalls in operations and governance of the target company. A primary responsibility of Marriott (or any company conducting a merger and

[6] https://news.marriott.com/2016/09/marriotts-acquisition-of-starwood-complete/ (last accessed July 22, 2019).

[7] *Id.*

[8] S. Mayerowitz, *Marriott Buys Starwood, Becoming World's Largest Hotel Chain*, THE ASSOCIATED PRESS (Sept. 23, 2016), https://apnews.com/a082e1af32ee4fd6a35e0542461c5b79 (last accessed July 22, 2019).

acquisition) is to perform a full and complete cyber-security assessment to understand the state of the target company's computer networks, systems, and its vulnerabilities.

120. During the year that elapsed between announcement and closing of the merger, Marriott and Starwood retained respective financial advisors and legal counsel to analyze business records and make a financial assessment of the merger and valuation of the stock for purposes of recommending the merger to stockholders. [redacted] even after Starwood disclosed a breach of its point of sale systems at more than 50 locations just four days after Marriott's announcement of the merger.

121. This lack of cybersecurity due diligence [redacted]

122. After the Data Breach, Jeff Flaherty, a senior director of global communications and public affairs at Marriott, stated that "as part of the company's integration efforts, Marriott conducted an assessment of the legacy Starwood IT systems prior to and after the close of the transaction."[9]

[9] *Starwood Data Breach: Lessons for the Hotel Industry*, HOTEL NEWS NOW (Apr. 9, 2019), http://www.hotelnewsnow.com/Articles/294646/Starwood-data-breach-Lessons-for-the-hotel-industry (last accessed July 22, 2019).

123. [redacted][10]

124. [redacted][11][redacted][12][redacted]

125. [redacted][13]

10 [redacted]

11 [redacted]

12 [redacted]

13 [redacted]

126. [redacted][14]

127. [redacted][15]

128. [redacted]

129. [redacted][16]

130. In March 2017, Marriott internally announced "Project Tetris" – which referred to Marriott's planned integration of Starwood properties into Marriott's finance model. It was one of

[14] [redacted]

[15] [redacted].

[16] [redacted]

many expected initiatives directed specifically at Starwood-branded hotel owners.[17] Project Tetris outlined the transition plan and savings anticipated as a result of leveraging Marriott's size and scale to improve negotiated merchant contracts and achieve incremental savings through increased buying power.[18]

131. [redacted][19]

132. [redacted][20]

[17] A. Leber, *How Marriott Plans to Save Starwood Owners Real Money*, QUESTEX, LLC (Mar. 28, 2017), https://www.hotelmanagement.net/asset-management/how-marriott-plans-to-save-starwood-owners-real-money (last accessed July 22, 2019).

[18] *Id.*

[19] [redacted]

[20] [redacted]

133. [redacted][21][redacted]

134. Marriott ultimately launched its new loyalty program on August 18, 2018, combining Starwood's SPG Program with Marriott Rewards and Ritz-Carlton Rewards onto the Marriott IT platform.[22] The platform migration did not go smoothly. During this time, the systems were down sporadically, the nomenclature and status were confusing to members from different programs, and many Marriott members ended up with an incorrect status.[23]

135. In fact, [redacted][24]

136. Marriott's cybersecurity due diligence fell woefully short as Marriott [redacted] failed to detect numerous red flags indicating that Starwood's network had already been breached.

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[21] [redacted]

[22] G. Leff, *Marriott Explains What Systems Still Aren't Working and When They'll Be Fixed*, VIEW FROM THE WING (Aug. 27, 2018), https://viewfromthewing.boardingarea.com/2018/08/27/marriott-explains-what-systems-still-arent-working-and-when-theyll-be-fixed/ (last accessed July 22, 2019).

[23] *Id.*

[24] [redacted]

137. For example, Marriott and Starwood [redacted][25] [redacted][26] [redacted][27]

138. [redacted] Marriott could have thwarted the Data Breach or at the very least discovered the hackers lurking in the Starwood's networks long before they were able to remove the Starwood guest reservation database tables containing the Personal Information of 383 million guests.

Marriott and Starwood Knew they were Targets of Cyber Threats

139. Both before and after the acquisition, Marriott knew it and other hotel chains were prime targets for hackers given the significant amount of sensitive customer information it collects in the course of business. In fact, both Starwood and Marriott, among many other high-profile hotel chains, were *targeted* in other data breaches by hackers in the months and years before the Data Breach was discovered.

140. On February 3, 2014, White Lodging Services Corporation, a franchise management company used by Marriott and Starwood, announced that the POS systems at 14 hotels, including seven Marriott locations, one Westin location, and one Sheraton location, were

[25] [redacted]

[26] [redacted]

[27] [redacted]

compromised. White Lodging's statement confirmed that the "unlawfully accessed data may have included names printed on customers' credit or debit cards, credit or debit card numbers, the security code and card expiration dates."[28]

141. Following confirmation of that breach, Marriott also issued a statement stating that "one of its franchisees has experienced unusual fraud patterns in connection with its systems that process credit card transactions at a number of hotels across a range of brands, including some Marriott-branded hotels." The statement continued: "As this impacts customers of Marriott hotels we want to provide assurance that Marriott has *a long-standing commitment to protect the privacy of the personal information that our guests entrust to us*, and we will continue to monitor the situation closely."[29]

142. The following year, sources in the banking industry began seeing a pattern of fraud on payment cards that were used at Marriott hotels. On April 8, 2015, White Lodging again confirmed that its POS systems at 10 hotels were breached, this time including seven Marriott locations and one Sheraton location.

143. Following this second breach, White Lodging issued another statement: "After suffering a malware incident in 2014, we took various actions to prevent a recurrence, including engaging a third party security firm to provide security technology and managed services," said Dave Sibley, White Lodging president and CEO, Hospitality Management. "These security measures were unable to stop the current malware occurrence on point of sale systems at food and

[28] N. Vivion, *White Lodging Releases More About Credit Card Data Breach, Including Affected Hotels*, PHOCUSWIRE (Feb. 4, 2014), https://www.phocuswire.com/White-Lodging-releases-more-about-credit-card-data-breach-including-affected-hotels (last accessed July 22, 2019).

[29] B. Krebs, *Hotel Franchise Firm White Lodging Investigates Breach*, KREBS ON SECURITY (Jan. 31, 2014), https://krebsonsecurity.com/2014/01/hotel-franchise-firm-white-lodging-investigates-breach/ (emphasis added) (last accessed July 22, 2019).

beverage outlets in 10 hotels that we manage. We continue to remain committed to investing in the measures necessary to protect the personal information entrusted to us by our valuable guests. We deeply regret and apologize for this situation."

144. Marriott spokesperson Jeff Flaherty also commented on the White Lodging breach: "We recently were made aware of the possibility of unusual credit card transactions at a number of hotels operated by one of our franchise management companies. We understand the franchise company is looking into the matter. Because the suspected issue is related to systems that Marriott does not own or control, we do not have additional information to provide."[30]

145. On November 20, 2015, just four days after the announcement of Marriott's acquisition of Starwood, Starwood disclosed that its point-of-sale ("POS") systems at 54 hotels located across North America were infected with malware (malicious software designed to cause damage to a computer, server, client, or computer network), enabling unauthorized parties to access the payment card data of its customers.[31]

146. In a letter to Starwood customers, Starwood stated that the "malware was designed to collect certain payment card information, including cardholder name, payment card number, security code and expiration date" and Starwood "engaged third-party forensic experts to conduct an extensive investigation" but there was "no indication that our guest reservation or Starwood Preferred Guest membership systems were impacted." It is unclear what type of "extensive investigation" occurred as Marriott's latter statement proved to be false given that hackers had access to Starwood's guest reservation database as early as July 2014.

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[30] B. Krebs, *Banks: Card Thieves Hit White Lodging Again*, KREBS ON SECURITY (Feb. 3, 2015), https://krebsonsecurity.com/2015/02/banks-card-thieves-hit-white-lodging-again/#more-29697 (last accessed July 22, 2019).

[31] https://oag.ca.gov/system/files/starwood-notice-materials_0.pdf (last accessed July 22, 2019).

147. In another example, a security researcher found an SQL injection bug (type of attack that can give malicious actor control over target's database by inserting arbitrary code into a database query) that could have been exploited to gain access to Starwood databases. The researcher said that such vulnerabilities and services offering to hack Starwood were being offered for sale on underground websites in 2014.[32]

148. In June 2017, Marriott's security team was notified by independent cybersecurity researchers that hackers were able to access the email servers of Marriott's Computer Incident Response Team ("CIRT") due to an external analyst downloading a malware sample.[33]

149. A Marriott spokesperson told *Forbes* the breach "was an isolated incident involving that one analyst's machine that had access to Marriott's outlook Web access mailbox but was not connected to the Marriott network."[34] Daniel Gallagher, an independent cybersecurity researcher, uncovered the 2017 breach when he located the server on which Nigerian hackers were running their criminal enterprise.[35]

150. SecureWorks, a cybersecurity provider, was the vendor during the 2017 breach in which Marriott's CIRT was compromised.[36] At the time, SecureWorks declined to comment and Marriott declined to name the contractor.[37]

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[32] T. Brewster, *Revealed: Marriott's 500 Million Hack Came After a String of Security Breaches*, FORBES (Dec. 3, 2018), https://www.forbes.com/sites/thomasbrewster/2018/12/03/revealed-marriotts-500-million-hack-came-after-a-string-of-security-breaches/#27ac9dd546f4 (last accessed July 22, 2019).

[33] *Id.*

[34] *Id.*

[35] *Id.*

[36] *Id.*

[37] *Id.*

151. In yet another example, security researcher Alex Holden discovered that six servers hosting starwoodhotels.com domains were controlled by a Russian botnet (a network of private computers infected with malicious software and controlled as a group without the owner's knowledge). Holden also detailed other security concerns, including that one of Starwood's cloud portals had an easily guessable password, which could allow hackers to access financial records, IT security controls, and booking information.[38]

152. It is not surprising that hotels have been frequent targets for hackers. As noted by one cybersecurity expert, "hotels are an attractive target for hackers because they hold a lot of sensitive information, including credit card and passport details, but often don't have security standards as tough as those of more regulated industries, like banking."[39]

153. In its recent Data Breach Investigations Report, Verizon noted that 15% of all data breaches occurring in 2017 involved the accommodation and food services industry and that it is "the hardest hit" industry for POS intrusions.[40] The report noted that there were 338 breaches in the accommodation industry in 2017 alone, including at major hotel brands including Hyatt, Radisson, Hard Rock, and Kimpton, among others.[41]

154. For example, on October 30, 2018, Radisson Hotels disclosed a data breach affecting Radisson Rewards members who had their names, company names, e-mail addresses,

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[38] *Id.*

[39] Democrat-Gazette Staff Wire Reports, *Breach Puts Hotel Guests' Data at Risk*, ARKANSAS DEMOCRAT GAZETTE (Dec. 1, 2018), https://www.arkansasonline.com/news/2018/dec/01/breach-puts-hotel-guests-data-at-risk-2/ (last accessed July 22, 2019).

[40] Verizon 2018 Data Breach Investigations Report, 11th Ed., at 5, 24, 25, 27, 28, https://enterprise.verizon.com/resources/reports/DBIR_2018_Report.pdf (last accessed July 22, 2019).

[41] *Id.*

addresses, phone numbers, Radisson Rewards member numbers, and frequent flyer numbers accessed by an unauthorized party.[42]

155. In August 2018, it was announced that China-based Huazhu Hotels Group suffered a massive data breach where the personal information of hundreds of millions of hotel guests was exfiltrated and offered for sale on the dark web.[43]

156. In November 2017, Hilton Worldwide Holdings Inc. agreed to pay $700,000 and bolster its data security practices for mishandling data breaches in 2014 and 2015, including failing to maintain reasonable data security and failing to notify victims of the data breach in a timely manner. The breaches, discovered in February and July 2015, respectively, exposed the credit card numbers of more than 360,000 guests.[44]

157. In October 2017, Hyatt announced that it discovered unauthorized access to payment card information at 41 of its properties worldwide. This announcement came on the heels of Hyatt's announcement in late 2015 that hackers had gained access to credit card systems at 250 properties in 50 different countries for a period spanning nearly four months, exposing customers' payment card data including cardholder names, numbers, expiration dates, and internal verification codes.[45]

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[42] C. Osborne, *Radisson Hotel Group Suffers Data Breach, Customer Info Leaked*, ZDNET (Nov. 1, 2018), https://www.zdnet.com/article/radisson-hotel-group-chain-suffers-data-breach/ (last accessed July 22, 2019).

[43] E. Hertzfeld, *Data Leak from Huazhu Hotels May Affect 130 Million Customers*, QUESTEX, LLC (Aug. 30, 2018), https://www.hotelmanagement.net/tech/data-leak-from-huazhu-hotels-may-affect-130-million-customers (last accessed July 22, 2019).

[44] J, Stempel, *Hilton to Pay $700,000 Over Credit Card Data Breaches*, REUTERS (Oct. 31, 2017), https://www.reuters.com/article/us-hilton-wrldwide-settlement/hilton-to-pay-700000-over-credit-card-data-breaches-idUSKBN1D02L3 (last accessed July 22, 2019).

[45] B. Krebs, *Hyatt Hotels Suffers 2nd Card Breach in 2 Years*, KREBS ON SECURITY (Oct. 17, 2017), https://krebsonsecurity.com/2017/10/hyatt-hotels-suffers-2nd-card-breach-in-2-years/ (last accessed July 22, 2019).

158. In July 2017, multiple hotel chains including Hard Rock Hotels & Casinos, Four Seasons Hotels and Resorts, Trump Hotels, Loews Hotels, Kimpton Hotels & Restaurants, RLH Corporation, and Club Quarter Hotels, among others, reported a data breach via a third-party reservations system provided by Sabre Hospitality Solutions. The breach permitted unauthorized access to customers' credit card information and certain reservation information between August 2016 and March 2017.[46]

159. In February 2017, InterContinental Hotels Group announced that cash registers at more than 1,000 of its properties were infected with malware designed to siphon customers' payment card data from on-site hotel locations between September 29, 2016 and December 29, 2016.[47]

160. In September 2016, Kimpton Hotel & Restaurant Group LLC announced that customers' payment card information was compromised by malware installed on its servers at more than 60 of its hotels and restaurants during a six-month period.[48]

161. In June 2016, Hard Rock Hotel & Casino Las Vegas announced that after receiving reports of fraudulent activity associated with payment cards used at its hotel, the resort conducted

[46] D. Ting, *Data Breach at Sabre Hits Four Seasons and Other Hotels*, SKIFT (July 11, 2017), https://skift.com/2017/07/11/data-breach-at-sabre-hits-four-seasons-and-other-hotels/ (last accessed July 22, 2019); B. Krebs, *Breach at Sabre Corp.'s Hospitality Unit*, KREBS ON SECURITY (May 17, 2017) https://krebsonsecurity.com/2017/05/breach-at-sabre-corp-s-hospitality-unit/ (last accessed July 22, 2019).

[47] M. Schwartz, InterContinental Hotels Group: Malware Hit 1,200 Locations, BANK INFO SECURITY (Apr. 19, 2017), https://www.bankinfosecurity.com/intercontinental-hotels-group-malware-hit-1200-locations-a-9852 (last accessed July 22, 2019).

[48] B. Krebs, *Kimpton Hotels Acknowledges Data Breach*, KREBS ON SECURITY (Sept. 16, 2017), https://krebsonsecurity.com/2016/09/kimpton-hotels-acknowledges-data-breach/ (last accessed July 22, 2019).

an investigation revealing that malware had been installed on its servers allowing unauthorized access to customers' names, credit card numbers, expiration dates, and verification numbers.[49]

162. The following month, Omni Hotels & Resorts confirmed that a similar malware attack exposed the names and payment card information of more than 50,000 customers at 49 of its properties.[50]

163. In November 2015, Noble House Hotels and Resorts announced a breach affecting six of its properties over different periods of time from December 29, 2014 to August 11, 2015. This breach also involved malware installed on Noble's POS systems.[51]

164. In March 2015, hotel chain Mandarin Oriental Hotel Group confirmed that its hotels were affected by a payment card breach indicating that some of the chain's POS systems were infected with malware capable of stealing customer card data.[52]

165. Despite these well-publicized breaches of their competitors, Marriott and Starwood failed to undertake adequate analyses and testing of their own systems to ensure that similar vulnerabilities were remedied.

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[49] S. Ragan, *Hard Rock Las Vegas Suffers a Second Data Breach*, CSO ONLINE (June 28, 2016), https://www.csoonline.com/article/3089449/hard-rock-las-vegas-suffers-a-second-data-breach.html (last accessed July 22, 2019).

[50] K. Robinson, *Dallas-based Omni Hotels Announces Data Breach of 50,000 Credit, Debit Cards*, THE DALLAS MORNING NEWS (July 2016), https://www.dallasnews.com/business/hotels/2016/07/12/omni-hit-data-breach-impacted-50000-credit-debit-cards (last accessed July 22, 2019).

[51] HNN Editorial Staff, *Timeline: The Growing Number of Hotel Data Breaches*, HOTEL NEWS NOW (Nov. 30, 2018) http://www.hotelnewsnow.com/Articles/50937/Timeline-The-growing-number-of-hotel-data-breaches (last accessed July 22, 2019).

[52] B. Krebs, *Credit Card Breach at Mandarin Oriental*, KREBS ON SECURITY (March 4, 2015), https://krebsonsecurity.com/2015/03/credit-card-breach-at-mandarian-oriental/ (last accessed July 22, 2019).

166. In addition to data breaches affecting the hospitality industry, Marriott and Starwood observed numerous, well-publicized data breaches involving other types of major corporations who were also targeted given the sensitive consumer information they retained.

167. For example, through a series of data breaches extending back to 2013, more than three billion Yahoo! user accounts were compromised when account-holders' names, addresses, and dates of birth were stolen. The hackers also stole users' passwords, both encrypted and unencrypted, and security questions and answers.[53]

168. In separate incidents in 2013 and 2014, hundreds of millions of retail customers were victimized by hacks of payment card systems at Target and the Home Depot. Both breaches led to rampant payment card fraud and other damages both to consumers and to the card-issuing banks.[54]

169. In early 2015, Anthem, Inc., the second-largest health insurer in the United States, suffered a data breach that exposed the names, addresses, Social Security numbers, dates of birth, and employment histories of nearly 80 million current and former plan members.[55] Other health care providers like, Premera and Excellus BlueCross BlueShield, reported similar breaches.[56]

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[53] S. Larson, *Every Single Yahoo Account was Hacked – 3 Billion in All*, CNN (OCT. 4, 2017), https://money.cnn.com/2017/10/03/technology/business/yahoo-breach-3-billion-accounts/index.html (last accessed July 22, 2019).

[54] B. Krebs, *Home Depot Hit By Same Malware as Target*, KREBS ON SECURITY (Sept. 14, 2014), https://krebsonsecurity.com/tag/home-depot-databreach/ (last accessed July 22, 2019).

[55] C. Riley, *Insurance Giant Anthem Hit by Massive Data Breach*, CNN (Feb. 6, 2015), https://money.cnn.com/2015/02/04/technology/anthem-insurance-hack-data-security/ (last accessed July 22, 2019).

[56] *Cyber Breach Hits 10 Million Excellus Healthcare Customers*, USA TODAY (Sept. 10, 2015), https://www.usatoday.com/story/tech/2015/09/10/cyber-breach-hackers-excellus-blue-cross-blue-shield/72018150/ (last accessed July 22, 2019).

170. In September 2017, credit reporting agency Equifax announced that hackers stole the personal and financial information of nearly 150 million Americans between May and July 2017.[57]

171. Despite being holders of Personal Information for millions of individuals worldwide, Defendants failed to prioritize data security by adopting reasonable data security measures to prevent and detect unauthorized access to their highly-sensitive databases. Defendants had the resources to prevent a breach and made significant expenditures to market their hotels and hospitality services, but neglected to adequately invest in data security, despite the growing number of well-publicized data breaches affecting the hospitality and similar industries.

The Data Breach

172. [redacted][58] [redacted]

173. [redacted][59] [redacted]

[57] https://www.equifaxsecurity2017.com/frequently-asked-questions/ (last accessed July 22, 2019).

[58] [redacted]

[59] [redacted]

[redacted]

174. [redacted][60]

175. [redacted][61] [redacted][62] [redacted][63]

176. [redacted]

60 [redacted]

61 [redacted]

62 [redacted]

63 [redacted]

[redacted][64]

177. [redacted] This activity resulted in Accenture–the IT company tasked with managing the Starwood guest reservation database–receiving an alert that was generated by one of its security products, IBM "Guardium." Guardium is used to provide "automated, sensitive data discovery and classification, real-time data activity monitoring and cognitive analytics to discover unusual activity around sensitive data."[65]

178. On September 8, 2018, Accenture notified Marriott's IT team that Guardium detected an anomaly in the Starwood database: an unusual query from an administrator's account to return the count of rows from a table in the database.[66] The query was suspicious because the software that runs over the database does not usually need to make queries, and therefore indicated a human operator was likely manually making this (very specific) query.[67]

179. [redacted]

[64] [redacted]

[65] According to IBM's Security Data Sheet, the Guardium "solution continuously monitors all data access operation in real time to detect unauthorized actions, based on detailed contextual information – the 'who, what, where, when and how' of each data access. Guardium Data Protection reacts immediately to help prevent unauthorized or suspicious activities by privileged insiders and potential hackers." IBM Guardium Data Protection – *Monitor Data Access and Take Action Against Threats*, https://www.ibm.com/us-en/marketplace/ibm-guardium-data-protection (last accessed July 22, 2019).

[66] A. Sorenson, *Testimony of Arne Sorenson, President & CEO, Marriott International Before the Senate Committee on Homeland Security & Governmental Affairs Permanent Subcommittee on Investigations*, Opening Statement (hereinafter "Sorenson Testimony") (March 7, 2019), https://www.hsgac.senate.gov/imo/media/doc/Soresnson%20Testimony.pdf (last accessed July 22, 2019).

[67] *Id.*

[redacted]

180. [redacted]

[redacted][68]

181. After determining the individual whose credentials were used to make this query had not actually accessed the data, on September 10, 2018, Marriott "brought in third-party investigators" to look into whether the Starwood systems had been breached.[69] [redacted]

182. [redacted]

[68] [redacted]

[69] [redacted]

183. [redacted][70][redacted]

184. The investigation revealed that the malware installed on Starwood's systems dated back to July 2014, long before the Marriott acquisition. And in early to mid-October 2018, the investigation identified additional malware, including a tool called "Mimikatz," which searches a device memory for usernames and passwords.[71] Yet, according to Marriott, the investigators still lacked sufficient evidence at this time that hackers had accessed customer data.[72]

185. Over six weeks after discovering suspicious activity on its systems, only on October 29, 2018, did Marriott finally contact the Federal Bureau of Investigation ("FBI") to notify the agency about its investigation into the unauthorized access of the Starwood servers. Just over a week later, Marriott provided the FBI with additional information including a list of the malware and IP addresses used by one or more of the hackers.

186. Marriott filed its quarterly report with the U.S. Securities and Exchange Commission ("SEC") on November 6, 2018 for the period ending September 30, 2018. The company's filing occurred after it was alerted of a potential breach on September 8, 2018, and had begun its investigation, but the filing did not contain any mention of the breach, only a description of generic cyber risk factors that had been included in previous reports.

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[70] [redacted]

[71] [redacted]

[72] *Id.*

187. Marriott claims the evidence confirming the occurrence of a breach was not actually discovered until November 13, 2018, when investigators found that two compressed, encrypted files had been deleted from a device they were examining, and that those two files had potentially been removed from the Starwood network.[73] Marriott claims it took another six days for the investigators to decrypt the files, and on November 19, 2018, they uncovered the contents: a table of data from the Starwood guest reservation database which contained personal information of hundreds of millions of guests who had made a reservation at a Starwood property and another table containing detailed passport information.[74] Only then, two months later, did Marriott begin preparing to notify guests and other regulatory authorities.[75]

188. On November 29, 2018, Marriott provided updated information to the FBI after confirming that the attacker had accessed and exfiltrated customer data, and further notified all U.S. Attorneys General, the Federal Trade Commission ("FTC"), the SEC, regulators in 20 different countries, four major payment card networks and their credit card processing vendors, and three major U.S. credit reporting agencies.[76] According to Marriott, the company "furnished to the credit card networks all of the encrypted payment card data that was in the data tables [they] believe were involved in the incident, and the credit card networks then notified the banks that issued the cards."[77]

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[73] *Id.* at 4.

[74] *Id.*

[75] *Id.* at 4, 5.

[76] *Id.*

[77] Starwood Guest Reservation Database Security Incident Website, https://answers.kroll.com/ (last accessed July 22, 2019).

189. As the investigation continued, the investigators found evidence that at some time between 2015 and 2016, the hackers created a copy of two *other* tables which were later deleted.[78] The file names correspond to two tables in the Starwood guest reservation database.[79] Marriott has been unable to recover those files and cannot determine what customer information in those tables was removed from the Starwood network.[80] Consequently, it is highly likely that additional data was stolen beyond what Marriott has already confirmed, including other Personal Information.

190. Accordingly, Marriott is still unable to provide consumers with a complete understanding or confirmation of the type of information stolen in the Data Breach. Marriott already verified that millions of customers' financial records were stolen, but numerous other Marriott customers provided personal financial data to Marriott during stays that was then subsequently utilized for fraud, identify theft, or otherwise misused, even though Marriott cannot confirm with certainty that such data was stolen in the breach. Given the incomplete nature of Marriott's records of what was stolen, Marriott's inability to confirm what data was exfiltrated, the nature of the hacking incident, and the type of data targeted, it is highly probable that additional unverified financial data was also exfiltrated during the four-year breach period.

191. The investigation revealed that customer information dating all the way back to 2002 was compromised in the breach, as well as customer information stored on Marriott's systems through September 10, 2018.

192. The following is a summary [redacted]

[78] Sorenson Testimony at p. 4.

[79] *Id.*

[80] *Id.*

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

193. Marriott has subsequently acknowledged that it does not know the identity of the hackers and has not speculated as to the hackers' identities or their purpose for stealing this Personal Information.

Marriott's Response to the Breach

194. Although Marriott was on notice of a potential breach as early as September 8, 2018, it took Marriott **83** days to publicly acknowledge the breach and even longer to directly notify impacted customers via e-mail.

195. On November 30, 2018, Marriott publicly notified guests in a press release, stating that "there was unauthorized access to the database, which contained guest information relating to reservations at Starwood properties on or before September 10, 2018."[81] Marriott initially reported that the Data Breach affected up to 500 million guests who made a reservation at a Starwood property,[82] including W Hotels, St. Regis, Sheraton Hotels & Resorts, Westin Hotels & Resorts, Element Hotels, Aloft Hotels, The Luxury Collection, Tribute Portfolio, Le Méridien Hotels & Resorts, Four Points by Sheraton, and Design Hotels, as well as Starwood-branded timeshare properties Sheraton Vacation Club, Westin Vacation Club, The Luxury Collection Residence Club, St. Regis Residence Club, and Vistana.

196. Marriott's announcement further stated that for approximately 327 million of the 500 million guests, the information compromised contained some combination of name, mailing address, phone number, email address, passport number, Starwood Preferred Guest account information, date of birth, gender, arrival and departure information, reservation date, and communication preferences. For the remaining guests, Marriott offered the opaque statement that

[81] *Marriott Announces Starwood Guest Reservation Database Security Incident* (hereinafter "Marriott Data Breach Announcement"), https://news.marriott.com/2018/11/marriott-announces-starwood-guest-reservation-database-security-incident/ (last accessed July 22, 2019).

[82] *Id.*

their "information was limited to name and sometimes other data such as mailing address, email address, or other information."[83]

197. Marriott also said that for some guests, the information includes payment card numbers and payment card expiration dates, "but the payment card numbers were encrypted using Advanced Encryption Standard encryption (AES-128)." Marriott explained that "[t]here are two components needed to decrypt the payment card numbers," but that it had "not been able to rule out the possibility that both were taken."[84] In fact, evidence suggests hackers did take those components.

198. In the statement, Marriott CEO Arne Sorenson added: "We deeply regret this incident happened. We fell short of what our guests deserve and what we expect of ourselves. We are doing everything we can to support our guests, and using lessons learned to be better moving forward."[85]

199. Following the November 30, 2018 press release, Marriott started sending email notifications to various guests who had valid email addresses in the compromised data tables. Marriott sent email notifications on a rolling basis, completing the email notice to domestic guests on December 11, 2018.

200. Marriott's significant delay in notification was unreasonable, violated various state notification laws, and prevented impacted customers from taking immediate steps to protect themselves against identity theft and fraud. Indeed, due to Marriott's delay, impacted customers were left with two choices: either wait for a full disclosure from Marriott before taking measures

[83] *Id.*

[84] *Id.*

[85] *Id.*

to protect themselves, while risking identity theft and fraud; or take immediate mitigative measures to protect themselves against the risk of harm created by Marriott's inadequate security practices. Consumers would have been reasonable in making either choice.

201. Marriott's response to the breach, and the services it offered to consumers to address the breach, were insufficient and caused consumer confusion, resulting in consumers spending a significant amount of time taking measures to protect themselves—at Marriott's own repeated and widely dispersed recommendation. Thus, Marriott cannot be heard to complain about customers taking its advice and suggestions for how to respond in the face of the massive Data Breach.

202. Marriott's email notification procedure also raised concerns among security experts. To send the emails, Marriott created a separate domain—"email-marriott.com,"—which is registered to a third party firm on behalf of Marriott.[86] A major issue cited by technology reporters was that the email's sender domain does not look like a legitimate domain because the domain does not load to a website or have an identifying HTTPS certificate.[87] The email was also criticized for being "easily spoofable" (that is, easy for "cybersquatters" to mimic with similar-looking domains).[88] The FTC even warned consumers that "phishing scammers try to take advantage of situations like this" by "pos[ing] as legitimate companies and send[ing] emails with links to fake websites to try to trick people into sharing their personal information."[89]

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[86] https://www.cscglobal.com/service/dbs/digital-brand-services/ (last accessed July 22, 2019).

[87] Z. Whittaker, *Marriott's breach response is so bad, security experts are filling in the gaps—at their own expense*, TECHCRUNCH (Dec. 3, 2018), https://techcrunch.com/2018/12/03/marriott-data-breach-response-risk-phishing/ (last accessed July 22, 2019).

[88] *Id*.

[89] S. Gressin, *The Marriott Data Breach*, FEDERAL TRADE COMMISSION, CONSUMER INFORMATION (Dec. 4, 2018), https://www.consumer.ftc.gov/blog/2018/12/marriott-data-breach (last accessed July 22, 2019).

203. The problems with Marriott's email notifications were so apparent that two different cybersecurity experts registered similarly-named domains—"email-mariott.com" and "email-marriot.com"—to protect consumers from clicking on spoofed links. To the untrained eye, these look like legitimate domains – many would not notice the misspellings. The first was registered by Nick Carr who works for FireEye and the second belongs to Jake Williams, founder of Rendition Infosec.[90] In their words, "[h]ad Marriott just sent the email from its own domain, it wouldn't be an issue."[91]

204. Marriott also opened a call center and created a dedicated website—through a third-party company called Kroll—to answer questions about the Data Breach and provide access to a web monitoring service called WebWatcher. But the enrollment process for this service appeared to be intentionally camouflaged to prevent consumers from easily enrolling. For example, there was no link to "click here" or "enroll now" under the heading "Free WebWatcher Enrollment" on the announcement website. Instead, consumers were supposed to click on their country of origin *above* the announcement, even though there was no clear indication that the countries were "clickable" links.

205. Compounding this problem, the "FAQ" section of the website included a question entitled "*What is WebWatcher and how do I enroll?*" The corresponding answer stated that "WebWatcher monitors internet sites where personal information is shared and generates an alert if evidence of your personal information is found" – but failed to answer the question "*how do I enroll*?"

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[90] Z. Whittaker, *Marriott's breach response is so bad, security experts are filling in the gaps—at their own expense*, *supra* note 87.

[91] *Id.*

206. Additionally, the WebWatcher services offered by Marriott had obvious limitations. For one, critics decried the "relatively short [one year] window of coverage, since identity thieves often wait to use stolen data."[92] Likewise, the service itself is not "particularly effective at protecting your data" because it is reactionary – it only alerts individuals *after* their information is located on underground websites.[93]

207. As noted by *Consumer Reports*, the WebWatcher service also does not include "a credit-monitoring service to alert consumers when new accounts have been opened in their name, which most identity theft services do include."[94] Indeed, hallmarks of a robust monitoring product include not only "dark web" notifications, but also three-bureau credit monitoring, access to credit reports and credit scores, public record monitoring, bank and credit account takeover alerts, change of address alerts, access to an insurance policy, and access to agents who specialize in fraud resolution and identity restoration services. By depriving consumers of access to a more robust service, many affected individuals were unable to take necessary mitigative measures or were forced to pay out-of-pocket to protect themselves from Marriott's security failures.

208. On January 4, 2019, Marriott issued a follow-up press release adjusting the number of affected records to 383 million guest records, including 23.75 million passport numbers (at least 5.25 million of which were unencrypted), and 9.1 million unique encrypted payment card numbers.[95] As of March 7, 2019, Marriott estimated that the information compromised "could

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[92] O. Blanco, *Why Marriott's ID Theft Protection May Not Be Enough*, CONSUMER REPORTS (Dec. 7, 2018), https://www.consumerreports.org/identity-theft/why-marriotts-id-theft-protection-may-not-be-enough/ (last accessed July 22, 2019).

[93] *Id.*

[94] *Id.*

[95] Sorenson Testimony at p. 5.

include several thousand unencrypted payment card numbers."[96] Marriott noted that investigators at that time had "not found evidence that the master encryption keys needed to decrypt encrypted payment card numbers were accessed" – but could not rule out that possibility (and experts view it as likely having occurred). Thus, even though 9.1 million payment card numbers were encrypted, it is likely that the hackers had access to the full payment card information with encryption keys.

209. During the time between discovery of the Data Breach and Marriott's retiring of the Starwood database, Marriott reportedly took measures to secure the Starwood network, including "malware removal, deployment of endpoint protection tools to approximately 70,000 devices that were originally on the Starwood network, rebuilding impacted hosts, and IP whitelisting to control access to the Starwood database."[97] Marriott reportedly retired its use of the Starwood guest reservation database for business operations as of December 18, 2018.[98]

Reactions to the Breach and Government and Regulatory Investigations

210. Reactions to the Data Breach from industry security analysts and Congressional members highlight its severity. Chris Wysopal, chief technology officer of security company Veracode, stated that: "On a scale of 1 to 10 and up, this is one of those No. 10 size breaches. There have only been a few of them of this scale and scope in the last decade."[99]

211. Ollie Whitehouse, Global Chief Technology Officer at IT security company NCC Group, stated that: "Marriott Hotels should have identified this breach through their cyber due diligence of Starwood in 2016 when it acquired the company. As result of buying a breach they

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[96] *Id.*

[97] *Id.*

[98] *Id.*

[99] Democrat-Gazette Staff Wire Reports, *Breach Puts Hotel Guests' Data at Risk*, ARKANSAS DEMOCRAT GAZETTE (Dec. 1, 2018), https://www.arkansasonline.com/news/2018/dec/01/breach-puts-hotel-guests-data-at-risk-2/ (last accessed July 22, 2019).

will face a number of challenges at a board level around the levels of governance and diligence within the business. Had it performed a detailed compromise assessment as part of its due-diligence activity, the organization's board would have been informed of the breach and been able to make a decision based on risk or put other warranties in place." [100]

212. Joseph Carson, Chief Security Scientist at security company Thycotic, stated that: "What is shocking about this data breach is that the cybercriminals potentially got away with both the encrypted data as well as the methods to decrypt the data which appears that Marriott have not practiced adequate cybersecurity protection for their customers personal and sensitive information."[101]

213. Satya Gupta, Global Chief Technology Officer and Co-Founder of cyber-security company Virsec, stated that: "What's most disturbing about this attack is the enormous dwell time inside Starwood's systems. The attackers apparently had unauthorized access since 2014 – a massive window of opportunity to explore internal servers, escalate privileges, move laterally to other systems, and plot a careful exfiltration strategy before being discovered. All organizations should assume that the next threat is already inside their networks and won't be caught by conventional perimeter security. We need much more careful scrutiny of what critical applications are actually doing to spot signs of internal corruption. We must reduce dwell time from years to seconds."[102]

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[100] M. Zorz, *Industry Reactions to the Enormous Marriott Data Breach*, HELPNET SECURITY (Nov. 30, 2018), https://www.helpnetsecurity.com/2018/11/30/marriott-data-breach-reactions/ (last accessed July 22, 2019).

[101] *Id.*

[102] *Security Experts, Industry Leaders Reaction on Marriott Data Breach Exposing 500M Customers*, ISBUZZ NEWS (Dec. 3, 2018), https://www.informationsecuritybuzz.com/expert-comments/marriott-data-breach/ (last accessed July 22, 2019).

214. Matt Walmsley, EMEA Director at Vectra, stated that: "This breach also demonstrates that incident response continues to take too long, and in many cases the result is security teams trying to figure out 'what just happened, how do we stop it happening again?' rather than spotting, understanding and closing down an attacker earlier in its lifecycle to minimi[ze] or stop a breach occurring."[103]

215. Tom van de Wiele, a security consultant at cybersecurity and privacy company F-Secure, stated that: "The most disappointing part of this hack is the fact that the amount of data stolen is one of the bigger ones of the last few years and further made worse by the fact that the compromise had been going on for at least four years according to several online publications. This indicates that as far as security monitoring and being able to respond in a timely and adequate fashion, Marriott had severe challenges being able to live up to its mission statement of keeping customer data safe."[104]

216. Marriott has also been condemned by members of Congress who faulted Marriott for moving too slowly to phase out Starwood's software. For example, on March 7, 2019, the U.S. Senate Homeland Security and Governmental Affairs Permanent Subcommittee on Investigations held a hearing on "Examining Private Sector Data Breaches" and lawmakers admonished Marriott for its deficient data security practices. In particular, Democratic Sen. Jacky Rosen (Nev.), who

[103] M. Zorz, *Industry Reactions to the Enormous Marriott Data Breach*, *supra* note 100.

[104] *Id.*

previously worked in IT, expressed surprise that Marriott had taken "no method of auditing the data coming across" following its acquisition of Starwood.[105]

217. On November 30, 2018, Texas Attorney General Ken Paxton announced that his office served an investigative subpoena on Marriott, seeking documents and other information to examine the nature and extent of this data breach. The state Attorneys General for New York, Massachusetts, Illinois, Connecticut, Maryland, and Pennsylvania have also indicated they are investigating the Data Breach.

218. In the European Union, the Information Commissioner's Office ("ICO") is leading an investigation into the Data Breach. Marriott is subject to the European Union's General Data Protection Regulation ("GDPR"), which became effective in May 2018, and various U.S. state and federal laws governing the protection of personal information and data privacy. Specifically, the GDPR imposes compliance obligations for handling of personal information and has increased financial penalties for noncompliance – "monetary penalties of up to 4% of worldwide revenue."

219. [redacted][106]

[105] A. Gregg, *The Cybersecurity 202: Senators Call for Data Breach Penalties*, Tougher Privacy Laws After Marriott Hack, THE WASHINGTON POST (Dec. 3, 2018), https://www.washingtonpost.com/news/powerpost/paloma/the-cybersecurity-202/2018/12/03/the-cybersecurity-202-senators-call-for-data-breach-penalties-tougher-privacy-laws-after-marriott-hack/5c0436431b326b60d12800d2/ (last accessed July 22, 2019).

[106] [redacted]

220. [redacted][107]

221. On July 9, 2019, the ICO issued a "notice of intention to fine" Marriott £99 million ($123 million) for violations of the GDPR. The ICO concluded that Marriott failed to conduct sufficient due diligence when it acquired Starwood and should have done more to ensure the Starwood systems were secure, in violation of the GDPR.[108]

222. In a statement, ICO commissioner Elizabeth Denham stated: "The GDPR makes it clear that organizations must be accountable for the personal data they hold. This can include carrying out proper due diligence when making a corporate acquisition, and putting in place proper accountability measures to assess not only what personal data has been acquired, but also how it is protected. Personal data has a real value so organizations have a legal duty to ensure its security, just like they would do with any other asset. If that doesn't happen, we will not hesitate to take strong action when necessary to protect the rights of the public."[109]

223. Immediately following imposition of the penalty, Marriott stated its intention to contest the fine: "We are disappointed with this notice of intent from the ICO, which we will contest," said Marriott CEO Arne Sorenson. "Marriott has been cooperating with the ICO

[107] [redacted]

[108] ICO News, *Intention to fine Marriott International, Inc more than £99 million under GDPR for data breach*, (July 9, 2019), https://ico.org.uk/about-the-ico/news-and-events/news-and-blogs/2019/07/intention-to-fine-marriott-international-inc-more-than-99-million-under-gdpr-for-data-breach/ (last accessed July 22, 2019).

[109] *Id.*

throughout its investigation into the incident, which involved a criminal attack against the Starwood guest reservation database. We deeply regret this incident happened."[110]

An Independent Report Confirms Marriott's Deficient Data Security Practices

224. The Payment Card Industry Data Security Standard ("PCI DSS") "is a set of security standards designed to ensure that ALL companies that accept, process, store or transmit credit card information maintain a secure environment."[111] The standards are intended to protect the sensitive information involved in processing payments.[112] The PCI Security Standards Council ("PCI SSC") was launched in September 2006 in an effort to manage the ongoing evolution of the PCI security standards with a focus on improving payment account security throughout the transaction process.[113]

225. [redacted]

a. [redacted]

b. [redacted]

[110] https://news.marriott.com/2019/07/marriott-international-update-on-starwood-reservation-database-security-incident/ (last accessed July 22, 2019).

[111] PCI FAQ, https://www.pcicomplianceguide.org/faq/#1 (last accessed July 22, 2019).

[112] *Marriott Data Security Breach Lessons: Why PCI Levels Matter*, PDC FLOW (Dec. 18, 2018), https://www.pdcflow.com/payment-compliance/marriott-data-security-breach-lessons-why-pci-compliance-levels-matter/ (last accessed July 22, 2019).

[113] PCI FAQ, *supra* note 111.

c. [redacted]

d. [redacted]

e. [redacted]

226. [redacted]

227. A company with proper information security would not have allowed outsiders to have access to such a massive variety of information systems over four years even if they somehow managed to access internal systems for a brief period of time. [redacted]

228. [redacted]

229. [redacted]

230. Moreover, for at least four years, [redacted]

231. [redacted]

232. [redacted]

[redacted]

233. [redacted]

234. [redacted]

[redacted] it is highly probable that at least one or more threat actors had already accessed, exfiltrated the files containing encrypted cardholder values, and ascertained how to decrypt the files. Once one card was decrypted successfully, the process of writing a script to do so for the entire database would have been simple. [redacted] it would have been completely undetectable. Moreover, several databases that were created by the

hackers were deleted and Marriott has suggested that it cannot confirm what data was in those files.

235. Marriott's post-breach response was also lacking. It implemented infrastructure changes after discovering the breach that only changed known compromised devices and credentials, even though [redacted] Starwood should have assumed that hackers still had access to its systems and ensured that all of its systems were clean before redeploying the systems again.

236. [redacted]

237. It is also highly unlikely that every malicious actor left evidence of their activity. Therefore, it is highly probable that there were more intrusions; the evidence was either wiped by

the attacker or was unable to be uncovered four years later due to the passage of time and degradation of digital evidence.

238. [redacted] It is highly plausible that at least some of these attacks were from different hackers [redacted] because such attacks would otherwise be redundant.

239. [redacted]

240. [redacted] It is proper industry practice to assume that all accounts were compromised (because of infiltration of what are known as active directory and domain controllers). For this reason, Marriott should be ordered to wipe and redeploy all legacy Starwood systems whenever possible and isolate (and rebuild and reimage) whenever it is not. Additionally, Marriott should be ordered to reset all accounts and properly secure administrative access.

Accenture's Role in the Data Breach

241. Accenture describes itself as "one of the world's leading professional service companies" and provides a range of services including management and technology consulting

services. Accenture represents clients in 120 countries and reported net revenues of nearly $40 billion in 2018.

242. In 2009, Accenture and Starwood entered into a $200 million contract to outsource the maintenance of Starwood's IT and security infrastructure to Accenture. Accenture's services included "development, testing, maintenance and running of the applications. Infrastructure outsourcing services include server and storage management, data center management, end-user computing, network management and service desk management."[114]

243. Marriott likewise transferred its finance and accounting services to Accenture in 2013 after previously handling those services in-house. As part of a 10-year agreement, Accenture collaborated in managing Marriott's finance and accounting operations with Marriott Business Services, a wholly-owned subsidiary of Marriott.

244. [redacted][115]

245. [redacted][116]

246. [redacted]

[114] J. Bosavage, *Accenture Books $200 Million Deal with Starwood*, CRN (Mar. 15, 2010), https://www.crn.com/news/channel-programs/223800264/accenture-books-200-million-deal-with-starwood.htm (last accessed July 22, 2019).

[115] [redacted]

[116] [redacted]

[redacted][117]

247. Following the announcement of the Marriott and Starwood merger, Accenture continued to provide services to Starwood and Marriott including facilities, personnel, software and equipment and other resources necessary to the security of the application, infrastructure, and security domains. In particular, [redacted][118]

248. Following the acquisition, Marriott hosted the Starwood guest reservation database on Marriott-owned hardware in a data center operated by Digital Realty in Phoenix, Arizona. Accenture continued managing the operation of the Starwood guest reservation database, as it had since late 2009.

249. At all relevant times, [redacted][119]

117 [redacted].

118 [redacted]

119 [redacted].

250. [redacted]

251. In describing Accenture's role, [redacted][120]

252. Accenture knew the information stored on the Starwood database contained valuable, sensitive information of Starwood guests and was specifically tasked with identifying security threats in order to prevent unauthorized access of Starwood's systems.

253. As described herein, Accenture repeatedly failed over a four-year period to identify critical security threats such as unauthorized queries on Starwood's guest reservation database and malware specifically designed to access and exfiltrate sensitive information.

254. Accenture recognized that its failure to adequately secure its clients' systems could result in significant harm to its clients and jeopardize its own business operations. As noted in a recent public filing:

> In providing services and solutions to clients, we often manage, utilize and store sensitive or confidential client or Accenture data, including personal data, and we

120 [redacted]

> expect these activities to increase, including through the use of artificial intelligence, the internet of things and analytics. Unauthorized disclosure of sensitive or confidential client or Accenture data, whether through systems failure, employee negligence, fraud, misappropriation, or other intentional or unintentional acts, could damage our reputation, cause us to lose clients and could result in significant financial exposure. Similarly, unauthorized access to or through our or our service providers' information systems or those we develop for our clients, whether by our employees or third parties, including a cyberattack by computer programmers, hackers, members of organized crime and/or state-sponsored organizations, who continuously develop and deploy viruses, ransomware or other malicious software programs or social engineering attack, could result in negative publicity, significant remediation costs, legal liability, damage to our reputation and government sanctions and could have a material adverse effect on our results of operations.[121]

255. In conjunction with Starwood and Marriott, Accenture's ongoing failure to maintain adequate security controls to detect and neutralize known and obvious security threats over a four-year period was a direct and proximate cause of the Data Breach.

Marriott Failed to Comply with Regulatory Guidance

256. Federal agencies have issued recommendations and guidelines to temper data breaches and the resulting harm to individuals and financial institutions. For example, the FTC has issued numerous guides for business highlighting the importance of reasonable data security practices. According to the FTC, the need for data security should be factored into all business decision-making.[122]

257. In 2016, the FTC updated its publication, *Protecting Personal Information: A Guide for Business*, which established guidelines for fundamental data security principles and

[121] Accenture U.S. SEC 2018 Form 10-K at 11, https://www.accenture.com/_acnmedia/PDF-89/Accenture-2018-10-K.pdf (last accessed July 22, 2019).

[122] Federal Trade Commission, *Start With Security* (June 2015), https://www.ftc.gov/system/files/documents/plain-language/pdf0205-startwithsecurity.pdf (last accessed July 22, 2019).

practices for business.[123] Among other things, the guidelines note businesses should protect the personal customer information that they keep; properly dispose of personal information that is no longer needed; encrypt information stored on computer networks; understand their network's vulnerabilities; and implement policies to correct security problems. The guidelines also recommend that businesses use an intrusion detection system to expose a breach as soon as it occurs; monitor all incoming traffic for activity indicating someone is attempting to hack the system; watch for large amounts of data being transmitted from the system; and have a response plan ready in the event of a breach.[124]

258. Additionally, the FTC recommends that companies limit access to sensitive data; require complex passwords to be used on networks; use industry-tested methods for security; monitor for suspicious activity on the network; and verify that third-party service providers have implemented reasonable security measures.[125]

259. The FTC has brought enforcement actions against businesses for failing to adequately and reasonably protect customer information, treating the failure to employ reasonable and appropriate measures to protect against unauthorized access to confidential consumer data as an unfair act or practice prohibited by Section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45. Orders resulting from these actions further clarify the measures businesses must take to meet their data security obligations.[126]

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[123] Federal Trade Commission, *Protecting Personal Information: A Guide for Business* (Oct. 2016), https://www.ftc.gov/system/files/documents/plain-language/pdf-0136_proteting-personal-information.pdf (last accessed July 22, 2019).

[124] *Id*.

[125] FTC, *Start With Security*, *supra* note 122.

[126] Federal Trade Commission, *Privacy and Security Enforcement: Press Releases*, https://www.ftc.gov/news-events/media-resources/protecting-consumer-privacy/privacy-security-enforcement (last accessed July 22, 2019).

260. In this case, Marriott was fully aware of its obligation to use reasonable measures to protect the personal information of its customers, acknowledging as much in its own privacy policies. Marriott also knew it was a target for hackers. But despite understanding the consequences of inadequate data security, Marriott failed to comply with industry-standard data security requirements.

261. Marriott's failure to employ reasonable and appropriate measures to protect against unauthorized access to its customers' information constitutes an unfair act or practice prohibited by Section 5 of the FTC Act, 15 U.S.C. § 45.

The Effect of the Data Breach on Impacted Consumers

262. Given the sensitive nature of the Personal Information stolen in the Data Breach—including names, mailing addresses, email addresses, phone numbers, passport numbers, dates of birth, and travel information (and likely other sensitive information that was unable to be confirmed)—hackers have the ability to commit identity theft, financial fraud, and other identity-related fraud against Plaintiffs and class members now and into the indefinite future and have already done so.

263. In fact, many victims of the Data Breach have already experienced significant harms as the result of the Data Breach, including, but not limited to, identity theft, financial fraud, tax fraud, unauthorized lines of credit opened in their names, and fraudulent payment card purchases. Plaintiffs and class members have also spent time, money, and effort dealing with the fallout of the Data Breach, including purchasing credit protection services, replacing passports, checking credit reports, and spending time and effort searching for unauthorized activity.

264. The Personal Information exposed in the Data Breach is highly-coveted and valuable on underground or black markets. For example, a cyber "black market" exists in which

criminals openly post and sell stolen consumer information on underground internet websites known as the "dark web" – exposing consumers to identity theft and fraud for years to come. Identity thieves can use the Personal Information to: (a) create fake credit cards that can be swiped and used to make purchases as if they were the real credit cards; (b) reproduce stolen debit cards and use them to withdraw cash from ATMs; (c) commit immigration fraud; (d) obtain a fraudulent driver's license or ID card in the victim's name; (e) obtain fraudulent government benefits or medical treatment; (f) file a fraudulent tax return using the victim's information; (g) commit passport fraud; (h) commit espionage; or (i) commit any number of other frauds, such as obtaining a job, procuring housing, or giving false information to police during an arrest.

265. Additionally, victims of the Data Breach are at risk of harm unique to this breach, including having their guest reward points siphoned for misuse. For example, *Bloomberg* notes that: "Hackers have found it's increasingly easy to access rewards portals and quickly redeem consumers' hard-earned points and miles for gift cards or hotel stays."[127] In fact, "data associated with these programs has become increasingly valuable to criminals: on the dark web, a consumer's Social Security number often sells for $1, while loyalty-account information can fetch 20 times that."[128]

266. Victims who had their passport numbers compromised are at an even greater risk of harm. Hackers can combine exposed passport numbers with other personal information to create false identities or fraudulent passports, which are "often linked to illegal immigration, contraband

[127] J. Surane & K. Chiglinsky, *All Those Starwood Points You Racked Up at Risk in Marriott Hack*, BLOOMBERG (Nov. 30, 2018), https://www.bloomberg.com/news/articles/2018-11-30/all-those-starwood-points-you-racked-up-at-risk-in-marriott-hack (last accessed July 22, 2019).

[128] *Id*.

smuggling, economic crimes, international terrorism and other serious crimes."[129] According to the U.S. Government Accountability Office ("GAO"), which conducted a study regarding passport fraud:

> Fraudulent passports pose a significant risk because they can be used to conceal the true identity of the user. In addition, according to the Department of State (State), passport and visa fraud are often committed in connection with crimes such as international terrorism, drug trafficking, organized crime, alien smuggling, money laundering, pedophilia, and murder. As a result, even a few instances of passport fraud can have far-reaching effects.[130]

267. For this reason, passport information is a valuable commodity on underground markets, especially when it is paired with other data points tied to an individual such as those exposed by Marriott here. As noted by Brian Stack, vice president of dark web intelligence at Experian: "Knowing this passport number is tied to an individual is valuable."[131] This is because "[c]riminals can use your passport number, along with your name and several other points of data that were in Marriott's database for customers of its Starwood division, to impersonate you online. They could also use the number to create a more authentic forgery, something that could be worth thousands of dollars on the black market."[132]

268. For victims who opt to replace their passports, the multi-step process is time consuming and costly. First, individuals must report the loss to the U.S. State Department so that the passport will be invalidated and cannot be used for travel. This requires filling out a Form DS-

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[129] https://www.us-passport-service-guide.com/passport-fraud.html (last accessed July 22, 2019).

[130] U.S. Government Accountability Office Report to Congressional Requesters, *Pervasive Passport Fraud Not Identified, but Cases of Potentially Fraudulent and High-Risk Issuances Are under Review* (May 2014), https://www.gao.gov/assets/670/662921.pdf (last accessed July 22, 2019).

[131] L. Hautala, *Marriott Breach: What to do when hackers steal your passport number*, CNET (Dec. 3, 2018), https://www.cnet.com/news/marriott-breach-what-to-do-when-hackers-steal-your-passport-number/ (last accessed July 22, 2019).

[132] *Id.*

64, which requires an explanation of how the passport was lost or stolen and requires the submission of the identifying information of the passport-holder including full name, address, place of birth, and Social Security number, among other personal information.

269. Next, the victim must get new passport photos taken, which typically cost $15 or more at the U.S. Post Office. The applicant then has to travel in-person to a passport acceptance facility to apply for a new passport. This requires providing a copy of a U.S. birth certificate or certificate of naturalization or citizenship, a government-issued photo ID, and the new passport photos. The cost of obtaining a new passport is $140 for a passport book and card, plus an additional $35 acceptance fee to obtain the passport through an authorized passport acceptance facility. The applicant must then wait weeks or even months for the new passport to arrive.

270. As the result of the wide variety of injuries that can be traced to the Data Breach, Plaintiffs and class members have and will continue to suffer economic loss and other actual harm for which they are entitled to damages, including, but not limited to, the following:

a. purchasing goods and services they would not have otherwise paid for and/or paying more for good and services than they otherwise would have paid, had they known the truth about Defendants' substandard data security practices;

b. losing the inherent value of their Personal Information;

c. losing the value of the explicit and implicit promises of data security;

d. identity theft and fraud resulting from the theft of their Personal Information;

e. costs associated with the detection and prevention of identity theft and unauthorized use of their financial accounts;

f. costs associated with purchasing credit monitoring, credit freezes, and identity theft protection services;

g. costs associated with replacing passports or addressing passport-related fraud;

h. loss of value of reward points accumulated through the purchase of goods or services;

i. unauthorized charges and loss of use of and access to their financial account funds and costs associated with inability to obtain money from their accounts or being limited in the amount of money they were permitted to obtain from their accounts, including missed payments on bills and loans, late charges and fees, and adverse effects on their credit;

j. lowered credit scores resulting from credit inquiries following fraudulent activities;

k. costs associated with time spent and the loss of productivity or the enjoyment of one's life from taking time to address and attempt to mitigate and address the actual and future consequences of the Data Breach, including discovering fraudulent charges, cancelling and reissuing cards, purchasing credit monitoring and identity theft protection services, imposing withdrawal and purchase limits on compromised accounts, and the stress, nuisance and annoyance of dealing with the repercussions of the Data Breach; and

l. the continued imminent and certainly impending injury flowing from potential fraud and identify theft posed by their Personal Information being in the possession of one or many unauthorized third parties.

271. Even in instances where a consumer is reimbursed for a financial loss due to identity theft or fraud, that does not make that individual whole again as there is typically significant time and effort associated with seeking reimbursement that is not refunded. The Department of Justice's Bureau of Justice Statistics found that identity theft victims "reported spending an average of about 7 hours clearing up the issues" relating to identity theft or fraud.[133]

272. There may also be a significant time lag between when personal information is stolen and when it is actually misused. According to the GAO, which conducted a study regarding data breaches:

> [L]aw enforcement officials told us that in some cases, stolen data may be held for up to a year or more before being used to commit identity theft. Further, once stolen data have been sold or posted on the Web, fraudulent use of that information may

[133] E. Harrell, U.S. Department of Justice, *Victims of Identity Theft, 2014* (revised Nov. 13, 2017), http://www.bjs.gov/content/pub/pdf/vit14.pdf (last accessed July 22, 2019).

> continue for years. As a result, studies that attempt to measure the harm resulting from data breaches cannot necessarily rule out all future harm.[134]

273. Plaintiffs and class members place significant value in data security. According to a recent survey conducted by cyber-security company FireEye, approximately 50% of consumers consider data security to be a main or important consideration when making purchasing decisions and nearly the same percentage would be willing to pay more in order to work with a provider that has better data security. Likewise, 70% of consumers would provide less personal information to organizations that suffered a data breach.[135]

274. The cost of purchasing a hotel room includes tangible and intangible components, including things such as the overall cost of the property and employee costs, as well the cost of providing conveniences like soaps and shampoos. One component of the cost of a hotel room is the explicit and implicit promises Marriott made to protect its customers' Personal Information. Because of the value consumers place on data privacy and security, companies with robust data security practices can command higher prices than those who do not. Indeed, if consumers did not value their data security and privacy, companies like Marriott and Starwood would have no reason to tout their data security efforts to their actual and potential customers.

275. Consequently, had consumers known the truth about Defendants' data security practices—that they did not adequately protect and store their data—they would not have stayed at a Marriott Property, purchased products or services at a Marriott Property, and/or would have

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[134] U.S. Government Accountability Office Report to Congressional Requesters, *Data Breaches Are Frequent, but Evidence of Resulting Identity Theft Is Limited; However, the Full Extent Is Unknown* (June 2007), http://www.gao.gov/new.items/d07737.pdf (last accessed July 22, 2019).

[135] FireEye, *Beyond the Bottom Line: The Real Cost of Data Breaches* (May 2016), https://www.fireeye.com/blog/executive-perspective/2016/05/beyond_the_bottomli.html (last accessed July 22, 2019).

paid less. As such, Plaintiffs and class members did not receive the benefit of their bargain with Defendants because they paid for the value of services they expected but did not receive.

CLASS ACTION ALLEGATIONS

NATIONWIDE CLASS

276. Pursuant to Fed. R. Civ. P. 23(b)(2) and (b)(3), as applicable, and (c)(4), Plaintiffs seek certification of the following nationwide class (the "Nationwide Class" or the "Class"

All natural persons residing in the United States whose Personal Information was compromised in the Data Breach.

277. The Nationwide Class asserts claims against Marriott and Starwood for negligence (Count 1), negligence *per se* (Count 2), breach of contract (Count 3), breach of implied contract (Count 4), unjust enrichment (Count 5), declaratory judgment (Count 6), violations of the Maryland Personal Information Protection Act, Md. Comm. Code §§ 14-3501, *et seq*., (Count 7); and violations of the Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-301, *et seq*. (Count 8). The Nationwide Class also asserts claims against Accenture for negligence (Count 95), and negligence *per se* (Count 96). All causes of action asserted below are against Marriott and Starwood except where otherwise indicated.

STATEWIDE [NAME OF STATE OR TERRITORY] SUBCLASS

278. Pursuant to Fed. R. Civ. P. 23(b)(2) and (b)(3), as applicable, and (c)(4), Plaintiffs seek certification of state-by-state claims in the alternative to the nationwide claims, as well as statutory claims under state data breach statutes and consumer protection statutes (Counts 9 through 94), on behalf of separate statewide subclasses for each State, the District of Columbia, Puerto Rico, and the Virgin Islands (the "Statewide Subclasses"), defined as follows:

All natural persons residing in [name of state or territory] whose Personal Information was compromised in the Data Breach.

279. Excluded from the Nationwide Class and each Statewide Subclass are Marriott and Accenture, any entity in which Marriott or Accenture has a controlling interest, and Marriott's and Accenture's officers, directors, legal representatives, successors, subsidiaries, and assigns. Also excluded from the Nationwide Class and each Statewide Subclass are any judicial officer presiding over this matter, members of their immediate family, and members of their judicial staff.

280. **Numerosity: Federal Rule of Civil Procedure 23(a)(1)**. The members of each Class and Subclass are so numerous and geographically dispersed that individual joinder of all class members is impracticable. While the exact number of class members is unknown to Plaintiffs at this time, Marriott has acknowledged that Personal Information of hundreds of millions of its customers has been compromised. Those individuals' names and addresses are available from Marriott's records, and class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods. Indeed, Marriott has stated that it has already provided direct notice of the breach to class members. On information and belief, there are at least thousands of class members in each Statewide Subclass, making joinder of all Statewide Subclass members impracticable.

281. **Commonality and Predominance: Federal Rules of Civil Procedure 23(a)(2) and 23(b)(3)**. As to the Nationwide Class and each Statewide Subclass, this action involves common questions of law and fact, which predominate over any questions affecting individual class members, including, but not limited to, the following:

a. Whether Marriott knew or should have known that its computer systems were vulnerable to attack;

b. Whether Marriott and/or Accenture failed to take adequate and reasonable measures to ensure Marriott's data systems were protected;

c. Whether Marriott and/or Accenture failed to take available steps to prevent and stop the breach from happening;

d. Whether Marriott failed to disclose the material facts that it did not have adequate computer systems and security practices to safeguard its customers' Personal Information;

e. Whether Marriott failed to provide timely and adequate notice of the data breach;

f. Whether Marriott and/or Accenture owed a duty to Plaintiffs and class members to protect their Personal Information and to provide timely and accurate notice of the data breach to Plaintiffs and class members;

g. Whether Marriott and/or Accenture breached their duties to protect the Personal Information of Plaintiffs and class members by failing to provide adequate data security and by failing to provide timely and accurate notice to Plaintiffs and class members of the data breach;

h. Whether Marriott and/or Accenture's conduct, including their failure to act, resulted in or was the proximate cause of the breach of Marriott's systems, resulting in the unauthorized access to and/or theft of its customers' Personal Information;

i. Whether Marriott has a contractual obligation to use reasonable security measures and whether it complied with such contractual obligation;

j. Whether Marriott's conduct amounted to violations of state consumer protection statutes, and/or state data breach statutes;

k. Whether, as a result of Defendants' conduct, Plaintiffs and Class and Subclass members face a significant threat of harm and/or have already suffered harm, and, if so, the appropriate measure of damages to which they are entitled; and

l. Whether, as a result of Defendants' conduct, Plaintiffs and Class and Subclass members are entitled to injunctive, equitable, declaratory and/or other relief, and, if so, the nature of such relief.

282. **Typicality: Federal Rule of Civil Procedure 23(a)(3)**. As to the Nationwide Class and each Statewide Subclass, Plaintiffs' claims are typical of other class members' claims because Plaintiffs and class members were subjected to the same allegedly unlawful conduct and damaged in the same way.

283. **Adequacy of Representation: Federal Rule of Civil Procedure 23(a)(4)**. Plaintiffs are adequate class representatives because their interests do not conflict with the interests of class members who they seek to represent, Plaintiffs have retained counsel competent and experienced in complex class action litigation and data breach litigation, and Plaintiffs intend to prosecute this action vigorously. The class members' interests will be fairly and adequately protected by Plaintiffs and their counsel.

284. **Declaratory and Injunctive Relief: Federal Rule of Civil Procedure 23(b)(2)**. The prosecution of separate actions by individual class members would create a risk of inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for Defendants. Such individual actions would create a risk of adjudications that would be dispositive of the interests of other class members and impair their interests. Defendants have acted and/or refused to act on grounds generally applicable to the Class, making final injunctive relief or corresponding declaratory relief appropriate.

285. **Superiority: Federal Rule of Civil Procedure 23(b)(3)**. A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiffs and class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendants, so it would be impracticable for class members to individually seek redress for Defendants' wrongful conduct.

CHOICE OF LAW FOR NATIONWIDE CLAIMS

286. The state laws of one state will likely govern Plaintiffs' claims.

287. First, the principal place of business of Marriott, located in Bethesda, Maryland, is the "nerve center" of its business activities—the place where its high-level officers direct, control, and coordinate the corporation's activities, including its data security functions and major policy, financial, and legal decisions.

288. Alternatively, the former principal place of business of Starwood, Stamford, Connecticut, was the center of operations of Starwood and its SPG Loyalty Program, and the place where, on information and belief, its high-level officers directed, controlled, and coordinated the corporation's activities, including its data security functions and major policy, financial, and legal decisions.

289. Both Maryland and Connecticut have significant interests in regulating the conduct of businesses operating within their borders. Those states, which seek to protect the rights and interests of residents and citizens of the United States against a company headquartered and doing business in those states, have a greater interest in the nationwide claims of Plaintiffs and class members than any other state and are most intimately concerned with the claims and outcome of this litigation.

290. Marriott's response to the Data Breach at issue here, and corporate decisions surrounding such response, were made from and in Maryland.

291. Marriott's breaches of duty to Plaintiffs and Nationwide Class members emanated from both Connecticut and Maryland.

292. Additional factual analysis is necessary in order to determine which state's law should apply to the claims of the class members. Accordingly, it would be inappropriate to determine choice of law at the pleadings stage of this case. Plaintiffs are therefore pleading nationwide claims based upon Maryland and Connecticut law in the alternative (or under the law of the states of each Plaintiff).

293. Application of either Maryland or Connecticut law with respect to Plaintiffs' and class members' claims after the completion of a factual inquiry would be neither arbitrary nor fundamentally unfair because those states have significant contacts and a significant aggregation of contacts that create a state interest in the claims of Plaintiffs and class members.

294. Under choice of law principles applicable to this action, the common law of one of the states—Maryland or Connecticut—would apply to the nationwide common law claims of all class members given Maryland's and Connecticut's significant interest in regulating the conduct of businesses operating within their borders, consumer protection laws may be applied to non-resident consumer plaintiffs upon completion of the factual analysis required for the choice of law determination.

295. To the extent the Court finds that the laws of each Class member's state apply to his or her injuries, Plaintiffs previously provided Marriott with notice sufficient to satisfy state statutory requirements, and sent correspondence to Marriott's counsel on January 8, 2019, providing the company with additional information on Plaintiffs' claim.

CLAIMS ON BEHALF OF THE NATIONWIDE CLASS AGAINST MARRIOTT AND STARWOOD

COUNT 1

NEGLIGENCE

On Behalf of Plaintiffs and the Nationwide Class, or Alternatively, on Behalf of Plaintiffs and the Statewide Subclasses

296. Plaintiffs repeat and allege Paragraphs 1-295, as if fully alleged herein.

297. Marriott owed a duty to Plaintiffs and class members to exercise reasonable care in obtaining, retaining, securing, safeguarding, deleting, and protecting their Personal Information in its possession from being compromised, lost, stolen, accessed, and misused by unauthorized persons. More specifically, this duty included, among other things: (a) designing, maintaining, and testing Marriott's security systems to ensure that Plaintiffs' and class members' Personal Information in Marriott's possession was adequately secured and protected; (b) implementing processes that would detect a breach of its security system in a timely manner; (c) timely acting upon warnings and alerts, including those generated by its own security systems, regarding intrusions to its networks; and (d) maintaining data security measures consistent with industry standards.

298. Marriott had a common law duty to prevent foreseeable harm to its customers. This duty existed because Plaintiffs and class members were the foreseeable and probable victims of any inadequate security practices. In fact, not only was it foreseeable that Plaintiffs and class members would be harmed by the failure to protect their Personal Information because hackers routinely attempt to steal such information and use it for nefarious purposes, Marriott knew that it was more likely than not Plaintiffs and other class members would be harmed.

299. Marriott's duty to use reasonable data security measures also arose under Section 5 of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 45, which prohibits "unfair . . .

practices in or affecting commerce," including, as interpreted and enforced by the FTC, the unfair practice of failing to use reasonable measures to protect Personal Information by companies such as Marriott. Various FTC publications and data security breach orders further form the basis of Marriott's duty. In addition, individual states have enacted statutes based upon the FTC Act that also created a duty.

300. Marriott also had a duty to safeguard the Personal Information of Plaintiffs and class members and to promptly notify them of a breach because of state laws and statutes that require Marriott to reasonably safeguard Personal Information, as detailed herein.

301. Timely notification was required, appropriate, and necessary so that, among other things, Plaintiffs and class members could take appropriate measures to freeze or lock their credit profiles, cancel current passports and obtain new passports, avoid unauthorized charges to their credit or debit card accounts, cancel or change usernames and passwords on compromised accounts, monitor their account information and credit reports for fraudulent activity, contact their banks or other financial institutions that issue their credit or debit cards, obtain credit monitoring services, and take other steps to mitigate or ameliorate the damages caused by Marriott's misconduct.

302. Marriott breached the duties it owed to Plaintiffs and class members described above and thus was negligent. Marriott breached these duties by, among other things, failing to: (a) exercise reasonable care and implement adequate security systems, protocols and practices sufficient to protect the Personal Information of Plaintiffs and class members; (b) detect the breach while it was ongoing; (c) maintain security systems consistent with industry standards; and (d) disclose in a timely fashion that Plaintiffs' and the class members' Personal Information in Marriott's possession had been or was reasonably believed to have been, stolen or compromised.

303. But for Marriott's wrongful and negligent breach of its duties owed to Plaintiffs and class members, their Personal Information would not have been compromised.

304. As a direct and proximate result of Marriott's negligence, Plaintiffs and class members have been injured as described herein, and are entitled to damages in an amount to be proven at trial. Plaintiffs and class members injuries include, but are not limited to, the following:

a. purchasing goods and services they would not have otherwise paid for and/or paying more for good and services than they otherwise would have paid, had they known the truth about Marriott's substandard data security practices;

b. losing the inherent value of their Personal Information;

c. losing the value of the explicit and implicit promises of data security;

d. identity theft and fraud resulting from the theft of their Personal Information;

e. costs associated with the detection and prevention of identity theft and unauthorized use of their financial accounts;

f. costs associated with purchasing credit monitoring, credit freezes, and identity theft protection services;

g. costs associated with replacing passports or addressing passport-related fraud;

h. loss of value of reward points accumulated through the purchase of goods or services;

i. unauthorized charges and loss of use of and access to their financial account funds and costs associated with inability to obtain money from their accounts or being limited in the amount of money they were permitted to obtain from their accounts, including missed payments on bills and loans, late charges and fees, and adverse effects on their credit;

j. lowered credit scores resulting from credit inquiries following fraudulent activities;

k. costs associated with time spent and the loss of productivity or the enjoyment of one's life from taking time to address and attempt to mitigate and address the actual and future consequences of the Data Breach, including discovering fraudulent charges, cancelling and reissuing cards, purchasing credit monitoring and identity theft protection services, imposing withdrawal and purchase limits on compromised accounts, and the stress, nuisance and annoyance of dealing with the repercussions of the Data Breach; and

l. the continued imminent and certainly impending injury flowing from potential fraud and identify theft posed by their Personal Information being in the possession of one or many unauthorized third parties.

COUNT 2

NEGLIGENCE *PER SE*

On Behalf of Plaintiffs and the Nationwide Class, or Alternatively, on Behalf of Plaintiffs and the Statewide Subclasses

305. Plaintiffs repeat and allege Paragraphs 1-295, as if fully alleged herein.

306. Section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45, prohibits "unfair . . . practices in or affecting commerce" including, as interpreted and enforced by the Federal Trade Commission ("FTC"), the unfair act or practice by companies such as Marriott of failing to use reasonable measures to protect Personal Information. Various FTC publications and orders also form the basis of Marriott's duty.

307. Marriott violated Section 5 of the FTC Act (and similar state statutes) by failing to use reasonable measures to protect Personal Information and not complying with industry standards. Marriott's conduct was particularly unreasonable given the nature and amount of

Personal Information it obtained and stored and the foreseeable consequences of a data breach on its systems.

308. Marriott's violation of Section 5 of the FTC Act (and similar state statutes) constitutes negligence *per se*.

309. Nationwide Class members are consumers within the class of persons Section 5 of the FTC Act (and similar state statutes) was intended to protect.

310. Moreover, the harm that has occurred is the type of harm the FTC Act (and similar state statutes) was intended to guard against. Indeed, the FTC has pursued over fifty enforcement actions against businesses which, as a result of their failure to employ reasonable data security measures and avoid unfair and deceptive practices, caused the same harm suffered by Plaintiffs and class members.

311. As a direct and proximate result of Marriott's negligence, Plaintiffs and Class members have been injured as described herein, and are entitled to damages in an amount to be proven at trial.

COUNT 3

BREACH OF CONTRACT

On Behalf of Plaintiffs and the Nationwide Class, or Alternatively, on Behalf of Plaintiffs and the Statewide Subclasses

312. Plaintiffs repeat and allege Paragraphs 1-295, as if fully alleged herein.

313. Marriott's Privacy Statement is an agreement between Marriott and individuals who provided their Personal Information to Marriott, including Plaintiffs and class members.

314. Marriott's Privacy Statement states that individuals are subject to its terms and conditions when they perform any of the following acts: (1) log onto Marriott's website; (2) use Marriott's software applications; (3) access Marriott's social media pages; (4) receive e-mail

communications from Marriott that link to the Privacy Statement; and (5) "when you visit or stay as a guest at one of our properties, or through other offline interactions." Marriott's Privacy Statement provides that: "Collectively, we refer to the Websites, the Apps and our Social Media Pages, as the 'Online Services' and, together with offline channels, the 'Services.' ***By using the Services, you agree to the terms and conditions of this Privacy Statement***." (emphasis added).

315. Likewise, the terms and conditions governing the Marriott Rewards Program state that: "By opening a Membership Rewards Program account … You consent to the Company's processing of data that is personal to You, and disclosure of such data to third parties, in accordance with the Company's privacy statement."

316. Plaintiffs and class members provided their Personal Information to Marriott when they, among other things, used Marriott's services, enrolled in Marriott's Reward Program, purchased products and services from Marriott, and/or booked reservations at a Marriott Property via offline and online channels. Consequently, Plaintiffs and class members who transacted with Marriott manifested their willingness to enter into a bargain with Marriott and intention to assent to the terms of the Privacy Statement by providing their Personal Information to Marriott.

317. Conversely, Marriott, in collecting Plaintiffs' and class members' Personal Information, manifested its intent to adhere to its obligations under the Privacy Statement, including using "reasonable organizational, technical and administrative measures to protect [its customers'] Personal Data."

318. Likewise, Starwood's online Privacy Statement dated October 14, 2014 is an agreement between Starwood and individuals who provided their Personal Information to Starwood, including Plaintiffs and class members.

319. Starwood's Privacy Statement provides that Starwood collects individuals' Personal Information when they, among other things: (1) make reservations or submit information requests to Starwood; (2) purchase products or services from Starwood; (3) register for Starwood program membership; and (4) respond to communications from Starwood.

320. Starwood's Privacy Statement also sets forth Starwood's obligations to protect the customer information it collects, including that "Starwood recognizes the importance of information security, and is constantly reviewing and enhancing our technical, physical, and logical security rules and procedures. All Starwood owned web sites and servers have security measures in place to help protect your PII against accidental, loss, misuse, unlawful or unauthorized access, disclosure, or alteration while under our control."

321. Starwood's Privacy Statement provides a detailed list of specific groups with which it will share its customers' Personal Information and under what circumstances. It also promises that it "safeguard[s] your information using appropriate administrative, procedural and technical safeguards, including password controls, 'firewalls' and the use of up to 256-bit encryption based on a Class 3 Digital Certificate issued by VeriSign, Inc. This allows for the use of Secure Sockets Layer (SSL), an encryption method used to help protect your data from interception and hacking while in transit."

322. Likewise, the terms and conditions governing the SPG Program state that: "By becoming a member of the SPG Program (an 'SPG Member') and receiving and redeeming benefits of the SPG Program including, without limitation, Starpoints®, each SPG Member agrees that he/she has ... provided consent for Starwood, the SPG Participating Hotels and their authorized third party agents to process data that is personal to him/her, and to disclose such data to third parties, in accordance with Starwood's Privacy Statement."

323. Plaintiffs and class members provided their Personal Information to Starwood when they, among other things, used Starwood's services, enrolled in the SPG Program, purchased products and services from Starwood, and/or booked reservations at a Starwood property via offline and online channels. Consequently, Plaintiffs and class members who transacted with Starwood manifested their willingness to enter into a bargain with Starwood and intention to assent to the terms of the Privacy Statement by providing their Personal Information to Starwood.

324. Conversely, Starwood, in collecting Plaintiffs' and class members' Personal Information, manifested its intent to adhere to its obligations under the Privacy Statement, including "hav[ing] security measures in place to help protect [customers'] PII against accidental, loss, misuse, unlawful or unauthorized access, disclosure, or alteration while under [Starwood's] control."

325. Plaintiffs and class members on the one hand and Marriott and Starwood on the other formed contracts when Plaintiffs and class members provided Personal Information to Marriott and Starwood subject to their Privacy Statements.

326. Plaintiffs and class members fully performed their obligations under the contracts with Marriott and Starwood.

327. Marriott and Starwood breached their agreements with Plaintiffs and class members by failing to protect their Personal Information. Specifically, Marriott and Starwood (1) failed to use reasonable organizational, technical, procedural, and administrative measures to protect that information; and (2) disclosed that information to unauthorized third parties, in violation of their agreements.

328. As a direct and proximate result of these breaches of contract, Plaintiffs and class members sustained actual losses and damages as described in detail above, including that they did not get the benefit of the bargain for which they paid.

COUNT 4

BREACH OF IMPLIED CONTRACT

On Behalf of Plaintiffs and the Nationwide Class, or Alternatively, on Behalf of Plaintiffs and the Statewide Subclasses

329. Plaintiffs repeat and allege Paragraphs 1-295, as if fully alleged herein, and assert this claim in the alternative to their breach of contract claim to the extent necessary.

330. Plaintiffs and class members also entered into an implied contract with Marriott when they obtained services from Marriott, or otherwise provided Personal Information to Marriott.

331. As part of these transactions, Marriott agreed to safeguard and protect the Personal Information of Plaintiffs and class members and to timely and accurately notify them if their Personal Information was breached or compromised.

332. Plaintiffs and class members entered into the implied contracts with the reasonable expectation that Marriott's data security practices and policies were reasonable and consistent with industry standards. Plaintiffs and class members believed that Marriott would use part of the monies paid to Marriott under the implied contracts to fund adequate and reasonable data security practices.

333. Plaintiffs and class members would not have provided and entrusted their Personal Information to Marriott or would have paid less for Marriott's services in the absence of the implied contract or implied terms between them and Marriott. The safeguarding of the Personal

Information of Plaintiffs and class members and prompt and sufficient notification of a breach was critical to realize the intent of the parties.

334. Plaintiffs and class members fully performed their obligations under the implied contracts with Marriott.

335. Marriott breached its implied contracts with Plaintiffs and class members to protect their Personal Information when it (1) failed to have security protocols and measures in place to protect that information; (2) disclosed that information to unauthorized third parties; and (3) failed to provide timely and accurate notice that their Personal Information was compromised as a result of the data breach.

336. As a direct and proximate result of Marriott's breaches of implied contract, Plaintiffs and class members sustained actual losses and damages as described in detail above, including that they did not get the benefit of the bargain for which they paid.

COUNT 5

UNJUST ENRICHMENT

On Behalf of Plaintiffs and the Nationwide Class, or Alternatively, on Behalf of Plaintiffs and the Statewide Subclasses

337. Plaintiffs repeat and allege Paragraphs 1-295, as if fully alleged herein, and assert this claim in the alternative to their breach of contract claims to the extent necessary.

338. Plaintiffs and class members have an interest, both equitable and legal, in the Personal Information about them that was conferred upon, collected by, and maintained by Marriott and that was ultimately stolen in the Data Breach.

339. Marriott was benefitted by the conferral upon it of the Personal Information pertaining to Plaintiffs and class members and by its ability to retain and use that information. Marriott understood that it was in fact so benefitted.

340. Marriott also understood and appreciated that the Personal Information pertaining to Plaintiffs and class members was private and confidential and its value depended upon Marriott maintaining the privacy and confidentiality of that Personal Information.

341. But for Marriott's willingness and commitment to maintain its privacy and confidentiality, that Personal Information would not have been transferred to and entrusted with Marriott. Further, if Marriott had disclosed that its data security measures were inadequate, Marriott would not have been permitted to continue in operation by regulators, its shareholders, and its customers.

342. As a result of Marriott's wrongful conduct as alleged in this Complaint (including, among things, its knowing failure to employ adequate data security measures, its continued maintenance and use of the Personal Information belonging to Plaintiffs and class members without having adequate data security measures, and its other conduct facilitating the theft of that Personal Information), Marriott has been unjustly enriched at the expense of, and to the detriment of, Plaintiffs and class members. Marriott continues to benefit and profit from its retention and use of the Personal Information while its value to Plaintiffs and class members has been diminished.

343. Marriott's unjust enrichment is traceable to, and resulted directly and proximately from, the conduct alleged herein, including the compiling and use of Plaintiffs' and class members' Personal Information, while at the same time failing to maintain that information secure from intrusion and theft by hackers and identity thieves.

344. Under the common law doctrine of unjust enrichment, it is inequitable for Marriott to be permitted to retain the benefits it received, and is still receiving, without justification, from Plaintiffs and class members in an unfair and unconscionable manner. Marriott's retention of such benefits under circumstances making it inequitable to do so constitutes unjust enrichment.

345. The benefit conferred upon, received, and enjoyed by Marriott was not conferred officiously or gratuitously, and it would be inequitable and unjust for Marriott to retain the benefit.

346. Marriott is therefore liable to Plaintiffs and class members for restitution in the amount of the benefit conferred on Marriott as a result of its wrongful conduct, including specifically the value to Marriott of the Personal Information that was stolen in the Data Breach and the profits Marriott is receiving from the use of that information.

COUNT 6

DECLARATORY JUDGMENT

On Behalf of Plaintiffs and the Nationwide Class

347. Plaintiffs repeat and allege Paragraphs 1-295, as if fully alleged herein.

348. Under the Declaratory Judgment Act, 28 U.S.C. §§ 2201, et seq., this Court is authorized to enter a judgment declaring the rights and legal relations of the parties and grant further necessary relief. Furthermore, the Court has broad authority to restrain acts, such as here, that are tortious and violate the terms of the federal and state statutes described in this Complaint.

349. An actual controversy has arisen in the wake of the Marriott data breach regarding its present and prospective common law and other duties to reasonably safeguard its customers' Personal Information and whether Marriott is currently maintaining data security measures adequate to protect Plaintiffs and Class members from further data breaches that compromise their Personal Information. Plaintiffs allege that Marriott's data security measures remain inadequate. Marriott denies these allegations. Furthermore, Plaintiffs continue to suffer injury as a result of the compromise of their Personal Information and remain at imminent risk that further compromises of their Personal Information will occur in the future.

350. Pursuant to its authority under the Declaratory Judgment Act, this Court should enter a judgment declaring, among other things, the following:

a. Marriott continues to owe a legal duty to secure consumers' Personal Information and to timely notify consumers of a data breach under the common law, Section 5 of the FTC Act, and various state statutes;

b. Marriott continues to breach this legal duty by failing to employ reasonable measures to secure consumers' Personal Information.

351. The Court also should issue corresponding prospective injunctive relief requiring Marriott to employ adequate security protocols consistent with law and industry standards to protect consumers' Personal Information.

352. If an injunction is not issued, Plaintiffs and class members will suffer irreparable injury, and lack an adequate legal remedy, in the event of another data breach at Marriott. The risk of another such breach is real, immediate, and substantial. If another breach at Marriott occurs, Plaintiffs and class members will not have an adequate remedy at law because many of the resulting injuries are not readily quantified and they will be forced to bring multiple lawsuits to rectify the same conduct.

353. The hardship to Plaintiffs and class members if an injunction does not issue exceeds the hardship to Marriott if an injunction is issued. Among other things, if another massive data breach occurs at Marriott, Plaintiff and class members will likely be subjected to fraud, identify theft, and other harms described herein. On the other hand, the cost to Marriott of complying with an injunction by employing reasonable prospective data security measures is relatively minimal, and Marriott has a pre-existing legal obligation to employ such measures.

354. Issuance of the requested injunction will not disserve the public interest. To the contrary, such an injunction would benefit the public by preventing another data breach at Marriott,

thus eliminating the additional injuries that would result to Plaintiffs and the millions of consumers whose Personal Information would be further compromised.

COUNT 7

MARYLAND PERSONAL INFORMATION PROTECTION ACT,

Md. Comm. Code §§ 14-3501, et seq.

On Behalf of Plaintiffs and the Nationwide Class, or Alternatively, on Behalf of Plaintiffs and the Statewide Maryland Subclass

355. The Maryland Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Nationwide Class, or alternatively, on behalf of the Maryland Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

356. Under Md. Comm. Code § 14-3503(a), "[t]o protect Personal Information from unauthorized access, use, modification, or disclosure, a business that owns or licenses Personal Information of an individual residing in the State shall implement and maintain reasonable security procedures and practices that are appropriate to the nature of Personal Information owned or licensed and the nature and size of the business and its operations."

357. Marriott is a business that owns or licenses computerized data that includes Personal Information as defined by Md. Comm. Code §§ 14-3501(b)(1) and (2).

358. Plaintiff and class members are "individuals" and "customers" as defined and covered by Md. Comm. Code §§ 14-3502(a) and 14-3503.

359. Plaintiff's and class members' Personal Information includes Personal Information as covered under Md. Comm. Code § 14-3501(d).

360. Marriott did not maintain reasonable security procedures and practices appropriate to the nature of the Personal Information owned or licensed and the nature and size of its business and operations in violation of Md. Comm. Code § 14-3503.

361. The Data Breach was a "breach of the security of a system" as defined by Md. Comm. Code § 14-3504(1).

362. Under Md. Comm. Code § 14-3504(b)(1), "[a] business that owns or licenses computerized data that includes Personal Information of an individual residing in the State, when it discovers or is notified of a breach of the security system, shall conduct in good faith a reasonable and prompt investigation to determine the likelihood that Personal Information of the individual has been or will be misused as a result of the breach."

363. Under Md. Comm. Code §§ 14-3504(b)(2) and 14-3504(c)(2), "[i]f, after the investigation is concluded, the business determines that misuse of the individual's Personal Information has occurred or is reasonably likely to occur as a result of a breach of the security system, the business shall notify the individual of the breach" and that notification "shall be given as soon as reasonably practical after the business discovers or is notified of the breach of a security system."

364. Because Marriott discovered a security breach and had notice of a security breach, Marriott had an obligation to disclose the Data Breach in a timely and accurate fashion as mandated by Md. Comm. Code §§ 14-3504(b)(2) and 14-3504(c)(2).

365. By failing to disclose the Data Breach in a timely and accurate manner, Marriott violated Md. Comm. Code §§ 14-3504(b)(2) and 14-3504(c)(2).

366. As a direct and proximate result of Marriott's violations of Md. Comm. Code §§ 14-3504(b)(2) and 14-3504(c)(2), Plaintiff and class members suffered damages, as described above.

367. Pursuant to Md. Comm. Code § 14-3508, Marriott's violations of Md. Comm. Code §§ 14-3504(b)(2) and 14-3504(c)(2) are unfair or deceptive trade practices within the meaning of

the Maryland Consumer Protection Act, 13 Md. Comm. Code §§ 13-101 et seq. and subject to the enforcement and penalty provisions contained within the Maryland Consumer Protection Act.

368. Plaintiff and class members seek relief under Md. Comm. Code §13-408, including actual damages and attorney's fees.

COUNT 8

MARYLAND CONSUMER PROTECTION ACT,

Md. Code Ann., Com. Law §§ 13-301, et seq.

On Behalf of Plaintiffs and the Nationwide Class, or Alternatively, on Behalf of Plaintiffs and the Statewide Maryland Subclass

369. The Maryland Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Nationwide Class, or alternatively, the Maryland Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

370. Marriott is a person as defined by Md. Code, Com Law § 13-101(h).

371. Marriott's conduct as alleged herein related to "sales," "offers for sale," or "bailment" as defined by Md. Code, Com. Law § 13-101(i) and § 13-303.

372. Nationwide Class members are "consumers" as defined by Md. Code, Com. Law § 13-101(c).

373. Marriott advertises, offers, or sell "consumer goods" or "consumer services" as defined by Md. Code, Com. Law § 13-101(d).

374. Marriott advertised, offered, or sold goods or services in Maryland and engaged in trade or commerce directly or indirectly affecting the people of Maryland.

375. Marriott engaged in unfair and deceptive trade practices, in violation of Md. Code, Com. Law § 13-301, including:

c. False or misleading oral or written representations that have the capacity, tendency, or effect of deceiving or misleading consumers;

d. Representing that consumer goods or services have a characteristic that they do not have;

e. Representing that consumer goods or services are of a particular standard, quality, or grade that they are not;

f. Failing to state a material fact where the failure deceives or tends to deceive;

g. Advertising or offering consumer goods or services without intent to sell, lease, or rent them as advertised or offered;

h. Deception, fraud, false pretense, false premise, misrepresentation, or knowing concealment, suppression, or omission of any material fact with the intent that a consumer rely on the same in connection with the promotion or sale of consumer goods or services or the subsequent performance with respect to an agreement, sale lease or rental.

376. Marriott engaged in these unfair and deceptive trade practices in connection with offering for sale or selling consumer goods or services in violation of Md. Code, Com Law § 13-303, including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and class members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following

previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and class members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Maryland Personal Information Protection Act, Md. Code, Com. Law § 14-3503, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and class members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and class members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Maryland Personal Information Protection Act, Md. Code, Com. Law § 14-3503;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and class members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and class members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Maryland Personal Information Protection Act, Md. Code, Com. Law § 14-3503.

377. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect

the confidentiality of consumers' Personal Information. Marriott's misrepresentations and omissions would have been important to a significant number of consumers in making financial decisions.

378. Marriott intended to mislead Plaintiff and class members and induce them to rely on its misrepresentations and omissions.

379. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the class members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

380. Marriott acted intentionally, knowingly, and maliciously to violate Maryland's Consumer Protection Act, and recklessly disregarded Plaintiff and class members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

381. As a direct and proximate result of Marriott's unfair and deceptive acts and practices, Plaintiff and class members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations

alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

382. Plaintiff and class members seek all monetary and non-monetary relief allowed by law, including damages, restitution, disgorgement, injunctive relief, and attorneys' fees and costs.

CLAIMS ON BEHALF OF THE ALABAMA SUBCLASS

COUNT 9

ALABAMA DECEPTIVE TRADE PRACTICES ACT,

Ala. Code §§ 8-19-1, et seq.

383. The Alabama Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Alabama Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

384. Marriott is a "person" as defined by Ala. Code § 8-19-3(5).

385. Plaintiff and Alabama Subclass members are "consumers" as defined by Ala. Code § 8-19-3(2).

386. Plaintiff sent pre-suit notice pursuant to Ala. Code § 8-19-10(e) on January 8, 2019.

387. Marriott advertised, offered, or sold goods or services in Alabama, and engaged in trade or commerce directly or indirectly affecting the people of Alabama.

388. Marriott engaged in deceptive acts and practices in the conduct of trade or commerce, in violation of the Alabama Deceptive Trade Practices Act, Ala. Code § 8-19-5, including:

a. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they do not have;

b. Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; and

c. Engaging in any other unconscionable, false, misleading, or deceptive act or practice in the conduct of trade or commerce, including acts and practices that would violate Section 5(a)(1) of the FTC Act, as interpreted by the FTC and federal courts.

389. Marriott's deceptive acts and practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Alabama Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Alabama Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Alabama Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Alabama Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Alabama Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Alabama Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

390. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

391. Marriott intended to mislead Plaintiff and Alabama Subclass members and induce them to rely on its misrepresentations and omissions.

392. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the Alabama Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

393. Marriott acted intentionally, knowingly, and maliciously to violate the Alabama Deceptive Trade Practices Act, and recklessly disregarded Plaintiff and Alabama Subclass

members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

394. As a direct and proximate result of Marriott's deceptive acts and practices, Plaintiff and Alabama Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

395. Marriott's deceptive acts and practices caused substantial injury to Plaintiff and Alabama Subclass members, which they could not reasonably avoid, and which outweighed any benefits to consumers or to competition.

396. Plaintiff and the Alabama Subclass seek all monetary and non-monetary relief allowed by law, including the greater of (a) actual damages or (b) statutory damages of $100; treble damages; restitution; injunctive relief; attorneys' fees, costs, and any other relief that is just and proper.

CLAIMS ON BEHALF OF THE ALASKA SUBCLASS

COUNT 10

PERSONAL INFORMATION PROTECTION ACT,

Alaska Stat. §§ 45.48.010, et seq.

397. The Alaska Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Alaska Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

398. Marriott is a business that owns or licenses Personal Information as defined by Alaska Stat. § 45.48.090(7). As such a business, it is a Covered Person as defined in Alaska Stat. § 45.48.010(a).

399. Plaintiff and Alaska Subclass members' Personal Information includes Personal Information as covered under Alaska Stat. § 45.48.010(a).

400. Marriott is required to accurately notify Plaintiff and Alaska Subclass members if it becomes aware of a breach of its data security system in the most expeditious time possible and without unreasonable delay under Alaska Stat. § 45.48.010(b).

401. Marriott is similarly required to determine the scope of the breach and restore the reasonable integrity of the information system under Alaska Stat. § 45.48.010(b).

402. Because Marriott was aware of a breach of its security system, Marriott had an obligation to disclose the data breach in a timely and accurate fashion as mandated by Alaska Stat. § 45.48.010(b).

403. By failing to disclose the Data Breach in a timely and accurate manner Marriott violated Alaska Stat. § 45.48.010(b).

404. Pursuant to Alaska Stat. § 45.48.080(b), a violation of Alaska Stat. § 45.48.010(b) is an unfair or deceptive act or practice under the Alaska Consumer Protection Act.

405. As a direct and proximate result of Marriott's violations of Alaska Stat. § 45.48.010(b), Plaintiff and Alaska Subclass members suffered damages, as described above.

406. Plaintiff and Alaska Subclass members seek relief measured as the greater of (a) each unlawful act, (b) three times actual damages in an amount to be determined at trial, or (c) statutory damages in the amount of $500 for Plaintiff and each Alaska Subclass Member; reasonable attorneys' fees; and any other just and proper relief available under Alaska Stat. § 45.48.080(b)(2) and Alaska Stat. § 45.50.531.

COUNT 11

ALASKA CONSUMER PROTECTION ACT,

Alaska Stat. §§ 45.50.471, et seq.

407. The Alaska Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Alaska Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

408. Marriott advertised, offered, or sold goods or services in Alaska and engaged in trade or commerce directly or indirectly affecting the people of Alaska.

409. Alaska Subclass members are "consumers" as defined by Alaska Stat. § 45.50.561(4).

410. Marriott engaged in unfair or deceptive acts and practices in the conduct of trade or commerce, in violation Alaska Stat. § 45.50.471, including:

a. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they do not have;

b. Representing that goods or services are of a particular standard, quality, or grade, when they are of another;

c. Advertising goods or services with intent not to sell them as advertised;

d. Engaging in any other conduct creating a likelihood of confusion or of misunderstanding and which misleads, deceives, or damages a buyer in connection with the sale or advertisements of its goods or services; and

e. Using or employing deception, fraud, false pretense, false promise, misrepresentation, or knowingly concealing, suppressing, or omitting a material fact with intent that others rely upon the concealment, suppression, or omission in connection with the sale or advertisement of its goods or services whether or not a person was in fact misled, deceived, or damaged.

411. Marriott's unfair and deceptive acts and practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Alaska Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Alaska Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Alaska Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Alaska Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Alaska Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Alaska Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

412. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

413. Marriott intended to mislead Plaintiff and Alaska Subclass members and induce them to rely on its misrepresentations and omissions.

414. Marriott acted intentionally, knowingly, and maliciously to violate Alaska's Consumer Protection Act, and recklessly disregarded Plaintiff and Alaska Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

415. As a direct and proximate result of Marriott's unfair and deceptive acts and practices, Plaintiff and class members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations

alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

416. Plaintiff and the Alaska Subclass seek all monetary and non-monetary relief allowed by law, including the greater of (a) three times their actual damages or (b) statutory damages in the amount of $500; punitive damages; reasonable attorneys' fees and costs; injunctive relief; and any other relief that is necessary and proper.

CLAIMS ON BEHALF OF THE ARIZONA SUBCLASS

COUNT 12

ARIZONA CONSUMER FRAUD ACT,

A.R.S. §§ 44-1521, et seq.

417. The Arizona Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Arizona Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

418. Marriott is a "person" as defined by A.R.S. § 44-1521(6).

419. Marriott advertised, offered, or sold goods or services in Arizona and engaged in trade or commerce directly or indirectly affecting the people of Arizona.

420. Marriott engaged in deceptive and unfair acts and practices, misrepresentation, and the concealment, suppression, and omission of material facts affecting the people of Arizona in connection with the sale and advertisement of "merchandise" (as defined in Arizona Consumer Fraud Act, A.R.S. § 44-1521(5)) in violation of A.R.S. § 44-1522(A), including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Arizona Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Arizona Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Arizona Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Arizona Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Arizona Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Arizona Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

421. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

422. Marriott intended to mislead Plaintiff and Arizona Subclass members and induce them to rely on its misrepresentations and omissions.

423. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the Arizona Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

424. Marriott acted intentionally, knowingly, and maliciously to violate Arizona's Consumer Fraud Act, and recklessly disregarded Plaintiff and Arizona Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

425. As a direct and proximate result of Marriott's unfair and deceptive acts and practices, Plaintiff and class members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations

alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

426. Plaintiff and Arizona Subclass members seek all monetary and non-monetary relief allowed by law, including compensatory damages; restitution; disgorgement; punitive damages; injunctive relief; and reasonable attorneys' fees and costs.

CLAIMS ON BEHALF OF THE ARKANSAS SUBCLASS

COUNT 13

ARKANSAS DECEPTIVE TRADE PRACTICES ACT,

A.C.A. §§ 4-88-101, et seq.

427. The Arkansas Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Arkansas Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

428. Marriott is a "person" as defined by A.C.A. § 4-88-102(5).

429. Marriott's products and services are "goods" and "services" as defined by A.C.A. §§ 4-88-102(4) and (7).

430. Marriott advertised, offered, or sold goods or services in Arkansas and engaged in trade or commerce directly or indirectly affecting the people of Arkansas.

431. The Arkansas Deceptive Trade Practices Act ("ADTPA"), A.C.A. §§ 4-88-101, et seq., prohibits unfair, deceptive, false, and unconscionable trade practices.

432. Marriott engaged in acts of deception and false pretense in connection with the sale and advertisement of services in violation of A.C.A. § 4-88-1-8(1) and concealment, suppression and omission of material facts, with intent that others rely upon the concealment, suppression or

omission in violation of A.C.A. § 4-88-1-8(2), and engaged in the following deceptive and unconscionable trade practices defined in A.C.A. § 4-88-107:

a. Knowingly making a false representation as to the characteristics, ingredients, uses, benefits, alterations, source, sponsorship, approval, or certification of goods or services and as to goods being of a particular standard, quality, grade, style, or model;

b. Advertising goods or services with the intent not to sell them as advertised;

c. The employment of bait-and-switch advertising consistently of an attractive but insincere offer to sell a product or service which the seller in truth does not intend or desire to sell, as evidenced by acts demonstrating an intent not to sell the advertised product or services;

d. Knowingly taking advantage of a consumer who is reasonably unable to protect his or her interest because of ignorance; and

e. Engaging in other unconscionable, false, or deceptive acts and practices in business, commerce, or trade.

433. Marriott's unconscionable, false, and deceptive acts and practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Arkansas Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Arkansas Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Arkansas Personal Information Protection Act, A.C.A. § 4-110-104(b), which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Arkansas Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Arkansas Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Arkansas Personal Information Protection Act, A.C.A. § 4-110-104(b);

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Arkansas Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Arkansas Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Arkansas Personal Information Protection Act, A.C.A. § 4-110-104(b).

434. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

435. Marriott intended to mislead Plaintiff and Arkansas Subclass members and induce them to rely on its misrepresentations and omissions.

436. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Plaintiff and the Arkansas Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

437. Marriott acted intentionally, knowingly, and maliciously to violate Arkansas's Deceptive Trade Practices Act, and recklessly disregarded Plaintiff and Arkansas Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

438. As a direct and proximate result of Marriott's unconscionable, unfair, and deceptive acts or practices and Plaintiff and Arkansas Subclass members' reliance thereon, Plaintiff and Arkansas Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money

spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

439. Plaintiff and the Arkansas Subclass members seek all monetary and non-monetary relief allowed by law, including actual financial losses; restitution; injunctive relief; and reasonable attorneys' fees and costs.

CLAIMS ON BEHALF OF THE CALIFORNIA SUBCLASS

COUNT 14

CALIFORNIA CUSTOMER RECORDS ACT,

Cal. Civ. Code §§ 1798.80, et seq.

440. The California Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the California Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

441. "[T]o ensure that Personal Information about California residents is protected," the California legislature enacted Cal. Civ. Code § 1798.81.5, which requires that any business that "owns, licenses, or maintains Personal Information about a California resident shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure."

442. Marriott is a business that owns, maintains, and licenses Personal Information, within the meaning of Cal. Civ. Code § 1798.81.5, about Plaintiff and California Subclass members.

443. Businesses that own or license computerized data that includes Personal Information are required to notify California residents when their Personal Information has been acquired (or is reasonably believed to have been acquired) by unauthorized persons in a data

security breach "in the most expedient time possible and without unreasonable delay." Cal. Civ. Code § 1798.82. Among other requirements, the security breach notification must include "the types of Personal Information that were or are reasonably believed to have been the subject of the breach." Cal. Civ. Code § 1798.82.

444. Marriott is a business that owns or licenses computerized data that includes Personal Information as defined by Cal. Civ. Code § 1798.82.

445. Plaintiff and California Subclass members' Personal Information includes Personal Information as covered by Cal. Civ. Code § 1798.82.

446. Because Marriott reasonably believed that Plaintiff's and California Subclass members' Personal Information was acquired by unauthorized persons during the Data Breach, Marriott had an obligation to disclose the Data Breach in a timely and accurate fashion as mandated by Cal. Civ. Code § 1798.82.

447. By failing to disclose the Data Breach in a timely and accurate manner, Marriott violated Cal. Civ. Code § 1798.82.

448. As a direct and proximate result of Marriott's violations of the Cal. Civ. Code §§ 1798.81.5 and 1798.82, Plaintiff and California Subclass members suffered damages, as described above.

449. Plaintiff and California Subclass members seek relief under Cal. Civ. Code § 1798.84, including actual damages and injunctive relief.

COUNT 15

CALIFORNIA UNFAIR COMPETITION LAW,

Cal. Bus. & Prof. Code §§ 17200, et seq.

450. The California Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the California Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

451. Marriott is a "person" as defined by Cal. Bus. & Prof. Code §17201.

452. Marriott violated Cal. Bus. & Prof. Code §§ 17200, et seq. ("UCL") by engaging in unlawful, unfair, and deceptive business acts and practices.

453. Marriott's "unfair" acts and practices include:

a. Marriott failed to implement and maintain reasonable security measures to protect Plaintiff and California Subclass members' Personal Information from unauthorized disclosure, release, data breaches, and theft, which was a direct and proximate cause of the Data Breach. Marriott failed to identify foreseeable security risks, remediate identified security risks, and adequately improve security following previous cybersecurity incidents. [redacted] This conduct, with little if any utility, is unfair when weighed against the harm to Plaintiff and the California Subclass, whose Personal Information has been compromised.

b. Marriott's failure to implement and maintain reasonable security measures also was contrary to legislatively-declared public policy that seeks to protect consumers' data and ensure that entities that are trusted with it use appropriate security measures. These policies are reflected in laws, including the FTC Act, 15 U.S.C. § 45, and California's Consumer Records Act, Cal. Civ. Code § 1798.81.5.

c. Marriott's failure to implement and maintain reasonable security measures also lead to substantial consumer injuries, as described above, that are not outweighed by any countervailing benefits to consumers or competition. Moreover, because consumers could not know of Marriott's inadequate security, consumers could not have reasonably avoided the harms that Marriott caused.

d. Engaging in unlawful business practices by violating Cal. Civ. Code § 1798.82.

454. Marriott has engaged in "unlawful" business practices by violating multiple laws, including California's Consumer Records Act, Cal. Civ. Code §§ 1798.81.5 (requiring reasonable data security measures) and 1798.82 (requiring timely breach notification), California's Consumers Legal Remedies Act, Cal. Civ. Code §§ 1780, et seq., the FTC Act, 15 U.S.C. § 45, and California common law.

455. Marriott's unlawful, unfair, and deceptive acts and practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and California Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following

previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and California Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and California's Customer Records Act, Cal. Civ. Code §§ 1798.80, et seq., which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and California Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and California Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and California's Customer Records Act, Cal. Civ. Code §§ 1798.80, et seq.;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and California Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and California Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and California's Customer Records Act, Cal. Civ. Code §§ 1798.80, et seq.

456. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

457. As a direct and proximate result of Marriott's unfair, unlawful, and fraudulent acts and practices, Plaintiff and California Subclass members were injured and lost money or property, the premiums and/or price received by Marriott for its goods and services, the loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

458. Marriott acted intentionally, knowingly, and maliciously to violate California's Unfair Competition Law, and recklessly disregarded Plaintiff and California Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

459. Plaintiff and California Subclass members seek all monetary and non-monetary relief allowed by law, including restitution of all profits stemming from Marriott's unfair, unlawful, and fraudulent business practices or use of their Personal Information; declaratory relief; reasonable attorneys' fees and costs under California Code of Civil Procedure § 1021.5; injunctive relief; and other appropriate equitable relief.

COUNT 16

CALIFORNIA CONSUMER LEGAL REMEDIES ACT,

Cal. Civ. Code §§ 1750, et seq.

460. The California Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the California Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

461. The Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, et seq. ("CLRA") is a comprehensive statutory scheme that is to be liberally construed to protect consumers against unfair and deceptive business practices in connection with the conduct of businesses providing goods, property or services to consumers primarily for personal, family, or household use.

462. Marriott is a "person" as defined by Civil Code §§ 1761(c) and 1770, and has provided "services" as defined by Civil Code §§ 1761(b) and 1770.

463. Civil Code section 1770, subdivision (a)(5) prohibits one who is involved in a transaction from "[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have."

464. Civil Code section 1770, subdivision (a)(7) prohibits one who is involved in a transaction from "[r]epresenting that goods or services are of a particular standard, quality, or grade . . . if they are of another."

465. Plaintiff and the California Class are "consumers" as defined by Civil Code §§ 1761(d) and 1770, and have engaged in a "transaction" as defined by Civil Code §§ 1761(e) and 1770.

466. Marriott's acts and practices were intended to and did result in the sales of products and services to Plaintiff and the California Subclass members in violation of Civil Code § 1770, including, but not limited to, the following:

a. Representing that goods or services have characteristics that they do not have;

b. Representing that goods or services are of a particular standard, quality, or grade when they were not;

c. Advertising goods or services with intent not to sell them as advertised; and

d. Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not.

467. Marriott's representations and omissions were material because they were likely to and did deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

468. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the California Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

469. As a direct and proximate result of Marriott's violations of California Civil Code § 1770, Plaintiff and California Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods

and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

470. Plaintiff and the California Subclass have provided notice of their claims for damages to Marriott, in compliance with California Civil Code § 1782(a).

471. Plaintiff and the California Subclass seek all monetary and non-monetary relief allowed by law, including damages, an order enjoining the acts and practices described above, attorneys' fees, and costs under the CLRA.

CLAIMS ON BEHALF OF THE COLORADO SUBCLASS

COUNT 17

COLORADO SECURITY BREACH NOTIFICATION ACT,

Colo. Rev. Stat. §§ 6-1-716, et seq.

472. The Colorado Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Colorado Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

473. Marriott is a business that owns or licenses computerized data that includes Personal Information as defined by Colo. Rev. Stat. §§ 6-1-716(1) and 6-1-716(2).

474. Plaintiff and Colorado Subclass members' Personal Information includes Personal Information as covered by Colo. Rev. Stat. §§ 6-1-716(1) and 6-1-716(2).

475. Marriott is required to accurately notify Plaintiff and Colorado Subclass members if it becomes aware of a breach of its data security system in the most expedient time possible and without unreasonable delay under Colo. Rev. Stat. § 6-1-716(2).

476. Because Marriott was aware of a breach of its security system, it had an obligation to disclose the data breach in a timely and accurate fashion as mandated by Colo. Rev. Stat. § 6-1-716(2).

477. By failing to disclose the Data Breach in a timely and accurate manner, Marriott violated Colo. Rev. Stat. § 6-1-716(2).

478. As a direct and proximate result of Marriott's violations of Colo. Rev. Stat. § 6-1-716(2), Plaintiff and Colorado Subclass members suffered damages, as described above.

479. Plaintiff and Colorado Subclass members seek relief under Colo. Rev. Stat. § 6-1-716(4), including actual damages and equitable relief.

COUNT 18

COLORADO CONSUMER PROTECTION ACT,

Colo. Rev. Stat. §§ 6-1-101, et seq.

480. The Colorado Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Colorado Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

481. Marriott is a "person" as defined by Colo. Rev. Stat. § 6-1-102(6).

482. Marriott engaged in "sales" as defined by Colo. Rev. Stat. § 6-1-102(10).

483. Plaintiff and Colorado Subclass members, as well as the general public, are actual or potential consumers of the products and services offered by Marriott or its successors in interest to actual consumers.

484. Marriott engaged in deceptive trade practices in the course of its business, in violation of Colo. Rev. Stat. § 6-1-105(1), including:

a. Knowingly making a false representation as to the characteristics of products and services;

b. Representing that services are of a particular standard, quality, or grade, though Marriott knew or should have known that they were another;

c. Advertising services with intent not to sell them as advertised; and

d. Failing to disclose material information concerning its services which was known at the time of an advertisement or sale when the failure to disclose the information was intended to induce the consumer to enter into the transaction.

485. Marriott's deceptive trade practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Colorado Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Colorado Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Colorado Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Colorado Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Colorado Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Colorado Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

486. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

487. Marriott intended to mislead Plaintiff and Colorado Subclass members and induce them to rely on its misrepresentations and omissions.

488. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the Colorado Subclass members acted reasonably in

relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

489. Marriott acted intentionally, knowingly, and maliciously to violate Colorado's Consumer Protection Act, and recklessly disregarded Plaintiff and Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

490. As a direct and proximate result of Marriott's deceptive trade practices, Colorado Subclass members suffered injuries to their legally protected interests, including their legally protected interest in the confidentiality and privacy of their personal information.

491. Marriott's deceptive trade practices significantly impact the public because Marriott is the largest hotel chain in the world, with 30 brands with more than 7,000 properties in 131 countries and territories around the world.

492. Plaintiff and Colorado Subclass members seek all monetary and non-monetary relief allowed by law, including the greater of: (a) actual damages, or (b) $500, or (c) three times actual damages (for Marriott's bad faith conduct); injunctive relief; and reasonable attorneys' fees and costs.

CLAIMS ON BEHALF OF THE CONNECTICUT SUBCLASS

COUNT 19

CONNECTICUT UNFAIR TRADE PRACTICES ACT

C.G.S.A. § 42-110G

On Behalf of Plaintiffs and the Statewide Connecticut Subclass

493. The Connecticut Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Connecticut Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

494. As discussed herein, this count is subject to the Court's analysis under applicable choice of law principles.

495. Marriott is a "person" as defined by C.G.S.A. § 42-110a(3).

496. Marriott is engaged in "trade" or "commerce" as those terms are defined by C.G.S.A. § 42-110a(4).

497. At the time of filing this Complaint, Plaintiff has sent notice to the Attorney General and Commissioner of Consumer Protection pursuant to C.G.S.A. § 42-110g(c). Plaintiff will provide a file-stamped copy of the Complaint to the Attorney General and Commissioner of Consumer Protection.

498. Marriott advertised, offered, or sold services in Connecticut, and engaged in trade or commerce directly or indirectly affecting the people of Connecticut.

a. Marriott engaged in deceptive acts and practices and unfair acts and practices in the conduct of trade or commerce, in violation of the C.G.S.A. § 42-110b, including: Representing that services have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they do not have;

b. Representing that services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; and

c. Engaging in any other unconscionable, false, misleading, or deceptive act or practice in the conduct of trade or commerce.

499. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers.

500. Marriott intended to mislead Plaintiff and Connecticut Subclass members and induce them to rely on its misrepresentations and omissions.

501. Had Marriott disclosed to Plaintiff and Connecticut Subclass members that it misrepresented the security utilized on its networks, or otherwise had not omitted to Plaintiff and Connecticut Subclass members that its systems were insecure, Marriott would not have been able to continue storing Plaintiff and Connecticut Subclass members' Personal Information on its networks, and would have been forced to disclose the material information regarding security. Instead, Marriott and its predecessors allowed its servers to be hacked—undetected—over the course of four years, failed to discover that its servers were vulnerable through adequate due diligence and testing, and yet still continued to store customers' Personal Information in its databases.

502. Marriott's unlawful, deceptive, and unconscionable acts include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and class members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Connecticut Subclass members' Personal Information;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Connecticut Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Connecticut class members' Personal Information;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Connecticut Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Connecticut Subclass members' Personal Information.

503. Marriott's conduct is intentional, knowing, and malicious because Marriott knew the value of Personal Information it stored and failed to undertake or implement necessary safeguards, controls, and data security measures to keep it secure.

504. As a direct and proximate result of Marriott's deceptive acts and practices, Plaintiff and Connecticut Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including from identity theft, fraudulent charges, and time and money spent on preventative and corrective measures.

505. Marriott's deceptive acts and practices caused substantial, ascertainable injury to Plaintiff and Connecticut Subclass members, which they could not reasonably avoid, and which outweighed any benefits to consumers or to competition.

506. Marriott's violations of Connecticut law were done with reckless indifference to the Plaintiff and the Connecticut Subclass or was with an intentional or wanton violation of those rights.

507. Plaintiff requests damages in the amount to be determined at trial, including statutory and common law damages, restitution; attorneys' fees, and punitive damage.

CLAIMS ON BEHALF OF THE DELAWARE SUBCLASS

COUNT 20

DELAWARE COMPUTER SECURITY BREACH ACT,

6 Del. Code Ann. §§ 12B-102, et seq.

508. The Delaware Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Delaware Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

509. Marriott is a business that owns or licenses computerized data that includes Personal Information as defined by 6 Del. Code Ann. § 12B-102(a).

510. Plaintiff and Delaware Subclass members' Personal Information includes Personal Information as covered under 6 Del. Code Ann. § 12B-101(4).

511. Marriott is required to accurately notify Plaintiff and Delaware Subclass members if Marriott becomes aware of a breach of its data security system which is reasonably likely to result in the misuse of a Delaware resident's Personal Information, in the most expedient time possible and without unreasonable delay under 6 Del. Code Ann. § 12B-102(a).

512. Because Marriott was aware of a breach of its security system which is reasonably likely to result in misuse of Delaware residents' Personal Information, Marriott had an obligation to disclose the data breach in a timely and accurate fashion as mandated by 6 Del. Code Ann. § 12B-102(a).

513. By failing to disclose the Data Breach in a timely and accurate manner, Marriott violated 6 Del. Code Ann. § 12B-102(a).

514. As a direct and proximate result of Marriott's violations of 6 Del. Code Ann. § 12B-102(a), Plaintiff and Delaware Subclass members suffered damages, as described above.

515. Plaintiff and Delaware Subclass members seek relief under 6 Del. Code Ann. § 12B-104, including actual damages and equitable relief.

COUNT 21

DELAWARE CONSUMER FRAUD ACT,

6 Del. Code §§ 2513, et seq.

516. The Delaware Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Delaware Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

517. Marriott is a "person" that is involved in the "sale" of "merchandise," as defined by 6 Del. Code § 2511(7), (8), and (6).

518. Marriott advertised, offered, or sold goods or services in Delaware and engaged in trade or commerce directly or indirectly affecting the people of Delaware.

519. Marriott used and employed deception, fraud, false pretense, false promise, misrepresentation, and the concealment, suppression, and omission of material facts with intent that others rely upon such concealment, suppression and omission, in connection with the sale and advertisement of merchandise, in violation of 6 Del. Code § 2513(a), including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Delaware Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following

previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Delaware Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and Delaware's data security statute, 6 Del. Code § 12B-100, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Delaware Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Delaware Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and Delaware's data security statute, 6 Del. Code § 12B-100;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Delaware Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Delaware Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and Delaware's data security statute, 6 Del. Code § 12B-100.

520. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

521. Marriott acted intentionally, knowingly, and maliciously to violate Delaware's Consumer Fraud Act, and recklessly disregarded Plaintiff and Delaware Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

522. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the Delaware Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

523. Marriott's unlawful trade practices were gross, oppressive, and aggravated, and Marriott breached the trust of Plaintiff and the Delaware Subclass members.

524. As a direct and proximate result of Marriott's unlawful acts and practices, Plaintiff and Delaware Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and

money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

525. Plaintiff and Delaware Subclass members seek all monetary and non-monetary relief allowed by law, including damages under 6 Del. Code § 2525 for injury resulting from the direct and natural consequences of Marriott's unlawful conduct; restitution; injunctive relief; and reasonable attorneys' fees and costs.

CLAIMS ON BEHALF OF THE DISTRICT OF COLUMBIA SUBCLASS

COUNT 22

DISTRICT OF COLUMBIA CONSUMER SECURITY BREACH NOTIFICATION ACT,

D.C. Code §§ 28-3851, et seq.

526. The District of Columbia Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the District of Columbia Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

527. Marriott is a business that owns or licenses computerized data that includes Personal Information as defined by D.C. Code § 28-3852(a).

528. Plaintiff and District of Columbia Subclass members' Personal Information includes Personal Information as covered under D.C. Code § 28-3851(3).

529. Marriott is required to accurately notify Plaintiff and District of Columbia Subclass members if it becomes aware of a breach of its data security system in the most expedient time possible and without unreasonable delay under D.C. Code § 28-3852(a).

530. Because Marriott was aware of a breach of its security system, Marriott had an obligation to disclose the data breach in a timely and accurate fashion as mandated by D.C. Code § 28-3852(a).

531. By failing to disclose the Data Breach in a timely and accurate manner Marriott violated D.C. Code § 28-3852(a).

532. As a direct and proximate result of Marriott's violations of D.C. Code § 28-3852(a), Plaintiff and District of Columbia Subclass members suffered damages, as described above.

533. Plaintiff and District of Columbia Subclass members seek relief under D.C. Code § 28-3853(a), including actual damages.

COUNT 23

DISTRICT OF COLUMBIA CONSUMER PROTECTION PROCEDURES ACT,

D.C. Code §§ 28-3904, et seq.

534. The District of Columbia Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the District of Columbia Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

535. Marriott is a "person" as defined by D.C. Code § 28-3901(a)(1).

536. Marriott is a "merchant" as defined by D.C. Code § 28-3901(a)(3).

537. Plaintiff and District of Columbia Subclass members are "consumers" who purchased or received goods or services for personal, household, or family purposes, as defined by D.C. Code § 28-3901.

538. Marriott advertised, offered, or sold goods or services in the District of Columbia and engaged in trade or commerce directly or indirectly affecting the people of the District of Columbia.

539. Marriott engaged in unfair, unlawful, and deceptive trade practices, misrepresentations, and the concealment, suppression, and omission of material facts with respect to the sale and advertisement of goods and services in violation of D.C. Code § 28-3904, including:

a. Representing that goods or services have characteristics that they do not have;

b. Representing that goods or services are of a particular standard, quality, grade, style, or model, when they are of another;

c. Misrepresenting a material fact that has a tendency to mislead;

d. Failing to state a material fact where the failure is misleading;

e. Advertising or offering goods or services without the intent to sell them as advertised or offered;

f. Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not.

540. Marriott's unfair, unlawful, and deceptive trade practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and District of Columbia Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and District of Columbia Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and District of Columbia Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and District of Columbia Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and District of Columbia Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and District of Columbia Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

541. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

542. Marriott intended to mislead Plaintiff and District of Columbia Subclass members and induce them to rely on its misrepresentations and omissions.

543. The above unfair and deceptive practices and acts by Marriott were immoral, unethical, oppressive, and unscrupulous. These acts caused substantial injury to Plaintiff and District of Columbia Subclass members that they could not reasonably avoid; this substantial injury outweighed any benefits to consumers or to competition.

544. Marriott acted intentionally, knowingly, and maliciously to violate the District of Columbia's Consumer Protection Procedures Act, and recklessly disregarded Plaintiff and District of Columbia Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

545. As a direct and proximate result of Marriott's unfair, unlawful, and deceptive trade practices, Plaintiff and District of Columbia Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

546. Plaintiff and District of Columbia Subclass members seek all monetary and non-monetary relief allowed by law, including actual damages, restitution, injunctive relief, punitive damages, attorneys' fees and costs, the greater of treble damages or $1500 per violation, and any other relief that the Court deems proper.

CLAIMS ON BEHALF OF THE FLORIDA SUBCLASS

COUNT 24

FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT,

Fla. Stat. §§ 501.201, et seq.

547. The Florida Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Florida Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

548. Plaintiff and Florida Subclass members are "consumers" as defined by Fla. Stat. § 501.203.

549. Marriott advertised, offered, or sold goods or services in Florida and engaged in trade or commerce directly or indirectly affecting the people of Florida.

550. Marriott engaged in unconscionable, unfair, and deceptive acts and practices in the conduct of trade and commerce, in violation of Fla. Stat. § 501.204(1), including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Florida Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Florida Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and Florida's data security statute, F.S.A. § 501.171(2), which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Florida Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Florida Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and Florida's data security statute, F.S.A. § 501.171(2);

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Florida Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Florida Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and Florida's data security statute, F.S.A. § 501.171(2).

551. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

552. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the Florida Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

553. As a direct and proximate result of Marriott's unconscionable, unfair, and deceptive acts and practices, Plaintiff and Florida Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for

fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

554. Plaintiff and Florida Subclass members seek all monetary and non-monetary relief allowed by law, including actual or nominal damages under Fla. Stat. § 501.21; declaratory and injunctive relief; reasonable attorneys' fees and costs, under Fla. Stat. § 501.2105(1); and any other relief that is just and proper.

CLAIMS ON BEHALF OF THE GEORGIA SUBCLASS

COUNT 25

GEORGIA UNIFORM DECEPTIVE TRADE PRACTICES ACT,

Ga. Code Ann. §§ 10-1-370, et seq.

555. The Georgia Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Georgia Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

556. Marriott, Plaintiff, and Georgia Subclass members are "persons" within the meaning of § 10-1-371(5) of the Georgia Uniform Deceptive Trade Practices Act ("Georgia UDTPA").

557. Marriott engaged in deceptive trade practices in the conduct of its business, in violation of Ga. Code § 110-1-372(a), including:

a. Representing that goods or services have characteristics that they do not have;

b. Representing that goods or services are of a particular standard, quality, or grade if they are of another;

c. Advertising goods or services with intent not to sell them as advertised;

d. Engaging in other conduct that creates a likelihood of confusion or misunderstanding.

558. Marriott's deceptive trade practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Georgia Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Georgia Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Georgia Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Georgia Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Georgia Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Georgia Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

559. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

560. Marriott intended to mislead Plaintiff and Georgia Subclass members and induce them to rely on its misrepresentations and omissions.

561. In the course of its business, Marriott engaged in activities with a tendency or capacity to deceive.

562. Marriott acted intentionally, knowingly, and maliciously to violate Georgia's Uniform Deceptive Trade Practices Act, and recklessly disregarded Plaintiff and Georgia Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

563. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the Georgia Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

564. As a direct and proximate result of Marriott's deceptive trade practices, Plaintiff and Georgia Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the

benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

565. Plaintiff and Georgia Subclass members seek all relief allowed by law, including injunctive relief, and reasonable attorneys' fees and costs, under Ga. Code § 10-1-373.

COUNT 26

RECOVERY OF EXPENSES OF LITIGATION ON BEHALF OF GEORGIA SUBCLASS

O.C.G.A. § 13-6-11

566. The Georgia Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Georgia Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

567. Pursuant to O.C.G.A. § 13-6-11, the jury may allow the expenses of litigation and attorneys' fees as part of the damages where a defendant "has acted in bad faith, has been stubbornly litigious, or has caused the plaintiff unnecessary trouble and expense."

568. Marriott through its actions alleged and described herein acted in bad faith, were stubbornly litigious, or caused the Georgia Subclass unnecessary trouble and expense with respect to the transaction or events underlying this litigation.

569. The Georgia Subclass therefore requests that their claim for recovery of expenses of litigation and attorneys' fees be submitted to the jury, and that the Court enter a Judgment awarding their expenses of litigation and attorneys' fees pursuant to O.C.G.A. § 13-6-11.

CLAIMS ON BEHALF OF THE HAWAII SUBCLASS

COUNT 27

HAWAII SECURITY BREACH NOTIFICATION ACT,

Haw. Rev. Stat. §§ 487N-1, et seq.

570. The Hawaii Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Hawaii Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

571. Marriott is a business that owns or licenses computerized data that includes Personal Information as defined by Haw. Rev. Stat. § 487N-2(a).

572. Plaintiff and Hawaii Subclass members' Personal Information includes Personal Information as covered under Haw. Rev. Stat. § 487N-2(a).

573. Marriott is a business that owns or licenses computerized data that includes Personal Information as defined by Haw. Rev. Stat. § 487N-2(a).

574. Plaintiff and Hawaii Subclass members' Personal Information includes Personal Information as covered under Haw. Rev. Stat. § 487N-2(a).

575. Marriott is required to accurately notify Plaintiff and Hawaii Subclass members if it becomes aware of a breach of its data security system without unreasonable delay under Haw. Rev. Stat. § 487N-2(a).

576. Because Marriott was aware of a breach of its security system, it had an obligation to disclose the Data Breach in a timely and accurate fashion as mandated by Haw. Rev. Stat. § 487N-2(a).

577. By failing to disclose the Data Breach in a timely and accurate manner, Marriott violated Haw. Rev. Stat. § 487N-2(a).

578. As a direct and proximate result of Marriott's violations of Haw. Rev. Stat. § 487N-2(a), Plaintiff and Hawaii Subclass members suffered damages, as described above.

579. Plaintiff and Hawaii Subclass members seek relief under Haw. Rev. Stat. § 487N-3(b), including actual damages.

COUNT 28

HAWAII UNFAIR PRACTICES AND UNFAIR COMPETITION ACT,

Haw. Rev. Stat. §§ 480-1, et seq.

580. The Hawaii Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Hawaii Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

581. Plaintiff and Hawaii Subclass members are "consumers" as defined by Haw. Rev. Stat. § 480-1.

582. Plaintiffs, the Hawaii Subclass members, and Marriott are "persons" as defined by Haw. Rev. Stat. § 480-1.

583. Marriott advertised, offered, or sold goods or services in Hawaii and engaged in trade or commerce directly or indirectly affecting the people of Hawaii.

584. Marriott engaged in unfair or deceptive acts or practices, misrepresentations, and the concealment, suppression, and omission of material facts with respect to the sale and advertisement of the goods and services purchased by Hawaii Subclass members in violation of Haw. Rev. Stat. § 480-2(a), including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Hawaii Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Hawaii Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Hawaii Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Hawaii Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Hawaii Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Hawaii Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

585. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

586. Marriott intended to mislead Plaintiff and Hawaii Subclass members and induce them to rely on its misrepresentations and omissions.

587. The foregoing unlawful and deceptive acts and practices were immoral, unethical, oppressive, and unscrupulous.

588. Marriott acted intentionally, knowingly, and maliciously to violate Hawaii's Unfair Practices and Unfair Competition Act, and recklessly disregarded Plaintiff and Hawaii Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

589. As a direct and proximate result of Marriott's deceptive acts and practices, Plaintiff and Hawaii Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

590. Plaintiff and Hawaii Subclass members seek all monetary and non-monetary relief allowed by law, including actual damages, restitution, treble damages, injunctive relief, and reasonable attorneys' fees and costs.

COUNT 29

HAWAII UNIFORM DECEPTIVE TRADE PRACTICE ACT,

Haw. Rev. Stat. §§ 481A-3, et seq.

591. The Hawaii Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Hawaii Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

592. Plaintiff and Hawaii Subclass members are "persons" as defined by Haw. Rev. Stat. § 481A-2.

593. Marriott engaged in unfair and deceptive trade practices in the conduct of its business, violating Haw. Rev. Stat. § 481A-3, including:

a. Representing that goods or services have characteristics that they do not have;

b. Representing that goods or services are of a particular standard, quality, or grade if they are of another;

c. Advertising goods or services with intent not to sell them as advertised;

d. Engaging in other conduct that creates a likelihood of confusion or misunderstanding.

594. Marriott's unfair and deceptive trade practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Hawaii Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Hawaii Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Hawaii Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Hawaii Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Hawaii Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Hawaii Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

595. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

596. The above unfair and deceptive practices and acts by Marriott were immoral, unethical, oppressive, and unscrupulous. These acts caused substantial injury to Plaintiff and Hawaii Subclass members that they could not reasonably avoid; this substantial injury outweighed any benefits to consumers or to competition.

597. As a direct and proximate result of Marriott's unfair, unlawful, and deceptive trade practices, Plaintiff and Hawaii Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

598. Plaintiff and Hawaii Subclass members seek all monetary and non-monetary relief allowed by law, including injunctive relief, attorneys' fees and costs, and any other relief that the Court deems proper.

CLAIMS ON BEHALF OF THE IDAHO SUBCLASS

COUNT 30

IDAHO CONSUMER PROTECTION ACT,

Idaho Code §§ 48-601, et seq.

599. The Idaho Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Idaho Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

600. Marriott is a "person" as defined by Idaho Code § 48-602(1).

601. Marriott's conduct as alleged herein pertained to "goods" and "services" as defined by Idaho Code § 48-602(6) and (7).

602. Marriott advertised, offered, or sold goods or services in Idaho and engaged in trade or commerce directly or indirectly affecting the people of Idaho.

603. Marriott engaged in unfair and deceptive acts or practices, and unconscionable acts and practices, in the conduct of trade and commerce with respect to the sale and advertisement of goods and services, in violation of Idaho Code §§ 48-603 and 48-603(C), including:

a. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have;

b. Representing that goods are of a particular standard, quality, or grade when they are of another;

c. Advertising goods or services with intent not to sell them as advertised;

d. Engaging in other acts and practices that are otherwise misleading, false, or deceptive to consumers;

e. Engaging in unconscionable methods, acts or practices in the conduct of trade or commerce.

604. Marriott's unfair, deceptive, and unconscionable acts and practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Idaho Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Idaho Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Idaho Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Idaho Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Idaho Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Idaho Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

605. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

606. Marriott intended to mislead Plaintiff and Idaho Subclass members and induce them to rely on its misrepresentations and omissions. Marriott knew its representations and omissions were false.

607. Marriott acted intentionally, knowingly, and maliciously to violate Idaho's Consumer Protection Act, and recklessly disregarded Plaintiff and Idaho Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

608. As a direct and proximate result of Marriott's unfair, deceptive, and unconscionable conduct, Plaintiff and Idaho Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

609. Plaintiff and Idaho Subclass members seek all monetary and non-monetary relief allowed by law, including damages, restitution, punitive damages, injunctive relief, costs, and attorneys' fees.

CLAIMS ON BEHALF OF THE ILLINOIS SUBCLASS

COUNT 31

ILLINOIS PERSONAL INFORMATION PROTECTION ACT,

815 Ill. Comp. Stat. §§ 530/10(a), et seq.

610. The Illinois Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Illinois Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

611. As a publicly held corporation which handles, collects, disseminates, and otherwise deals with nonpublic personal information, Marriott is a Data Collector as defined in 815 Ill. Comp. Stat. § 530/5.

612. Plaintiff and Illinois Subclass members' Personal Information includes Personal Information as covered under 815 Ill. Comp. Stat. § 530/5.

613. As a Data Collector, Marriott is required to notify Plaintiff and Illinois Subclass members of a breach of its data security system in the most expedient time possible and without unreasonable delay pursuant to 815 Ill. Comp. Stat. § 530/10(a).

614. By failing to disclose the Data Breach in the most expedient time possible and without unreasonable delay, Marriott violated 815 Ill. Comp. Stat. § 530/10(a).

615. Pursuant to 815 Ill. Comp. Stat. § 530/20, a violation of 815 Ill. Comp. Stat. § 530/10(a) constitutes an unlawful practice under the Illinois Consumer Fraud and Deceptive Business Practices Act.

616. As a direct and proximate result of Marriott's violations of 815 Ill. Comp. Stat. § 530/10(a), Plaintiff and Illinois Subclass members suffered damages, as described above.

617. Plaintiff and Illinois Subclass members seek relief under 815 Ill. Comp. Stat. § 510/3 for the harm they suffered because of Marriott's willful violations of 815 Ill. Comp. Stat. § 530/10(a), including actual damages, equitable relief, costs, and attorneys' fees.

COUNT 32

ILLINOIS CONSUMER FRAUD ACT,

815 Ill. Comp. Stat. §§ 505, et seq.

618. The Illinois Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Illinois Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

619. Marriott is a "person" as defined by 815 Ill. Comp. Stat. §§ 505/1(c).

620. Plaintiff and Illinois Subclass members are "consumers" as defined by 815 Ill. Comp. Stat. §§ 505/1(e).

621. Marriott's conduct as described herein was in the conduct of "trade" or "commerce" as defined by 815 Ill. Comp. Stat. § 505/1(f).

622. Marriott's deceptive, unfair, and unlawful trade acts or practices, in violation of 815 Ill. Comp. Stat. § 505/2, include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Illinois Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Illinois Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Illinois Uniform Deceptive Trade Practices Act, 815 Ill. Comp. Stat. § 510/2(a), which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Illinois Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Illinois Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Illinois Uniform Deceptive Trade Practices Act, 815 Ill. Comp. Stat. § 510/2(a);

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Illinois Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Illinois Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Illinois Uniform Deceptive Trade Practices Act, 815 Ill. Comp. Stat. § 510/2(a).

623. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

624. Marriott intended to mislead Plaintiff and Illinois Subclass members and induce them to rely on its misrepresentations and omissions.

625. The above unfair and deceptive practices and acts by Marriott were immoral, unethical, oppressive, and unscrupulous. These acts caused substantial injury that these consumers could not reasonably avoid; this substantial injury outweighed any benefits to consumers or to competition.

626. Marriott acted intentionally, knowingly, and maliciously to violate Illinois's Consumer Fraud Act, and recklessly disregarded Plaintiff and Illinois Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

627. As a direct and proximate result of Marriott's unfair, unlawful, and deceptive acts and practices, Plaintiff and Illinois Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's

violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

628. Plaintiff and Illinois Subclass members seek all monetary and non-monetary relief allowed by law, including damages, restitution, punitive damages, injunctive relief, and reasonable attorneys' fees and costs.

COUNT 33

ILLINOIS UNIFORM DECEPTIVE TRADE PRACTICES ACT,

815 Ill. Comp. Stat. §§ 510/2, et seq.

629. The Illinois Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Illinois Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

630. Marriott is a "person" as defined by 815 Ill. Comp. Stat. §§ 510/1(5).

631. Marriott engaged in deceptive trade practices in the conduct of its business, in violation of 815 Ill. Comp. Stat. §§ 510/2(a), including:

a. Representing that goods or services have characteristics that they do not have;

b. Representing that goods or services are of a particular standard, quality, or grade if they are of another;

c. Advertising goods or services with intent not to sell them as advertised;

d. Engaging in other conduct that creates a likelihood of confusion or misunderstanding.

632. Marriott's deceptive trade practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Illinois Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Illinois Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Illinois Uniform Deceptive Trade Practices Act, 815 Ill. Comp. Stat. § 510/2(a), which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Illinois Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Illinois Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Illinois Uniform Deceptive Trade Practices Act, 815 Ill. Comp. Stat. § 510/2(a);

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Illinois Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and

Illinois Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Illinois Uniform Deceptive Trade Practices Act, 815 Ill. Comp. Stat. § 510/2(a).

633. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

634. The above unfair and deceptive practices and acts by Marriott were immoral, unethical, oppressive, and unscrupulous. These acts caused substantial injury to Plaintiff and Illinois Subclass members that they could not reasonably avoid; this substantial injury outweighed any benefits to consumers or to competition.

635. As a direct and proximate result of Marriott's unfair, unlawful, and deceptive trade practices, Plaintiff and Illinois Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

636. Plaintiff and Illinois Subclass members seek all monetary and non-monetary relief allowed by law, including injunctive relief and reasonable attorney's fees.

CLAIMS ON BEHALF OF THE INDIANA SUBCLASS

COUNT 34

INDIANA DECEPTIVE CONSUMER SALES ACT,

Ind. Code §§ 24-5-0.5-1, et seq.

637. The Indiana Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Indiana Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

638. Marriott is a "person" as defined by Ind. Code § 24-5-0.5-2(a)(2).

639. Marriott is a "supplier" as defined by § 24-5-0.5-2(a)(1), because it regularly engages in or solicits "consumer transactions," within the meaning of § 24-5-0.5-2(a)(3)(A).

640. Marriott engaged in unfair, abusive, and deceptive acts, omissions, and practices in connection with consumer transactions, in violation of Ind. Code § 24-5-0.5-3(a).

641. Marriott's representations and omissions include both implicit and explicit representations.

642. Marriott's unfair, abusive, and deceptive acts, omissions, and practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Indiana Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Indiana Subclass members' Personal Information, including

duties imposed by the FTC Act, 15 U.S.C. § 45, and Indiana security breach law, Ind. Code § 24-4.9-3-3.5(c), which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Indiana Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Indiana Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and Indiana security breach law, Ind. Code § 24-4.9-3-3.5(c);

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Indiana Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Indiana Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and Indiana security breach law, Ind. Code § 24-4.9-3-3.5(c).

643. Marriott's acts and practices were "unfair" because they caused or were likely to cause substantial injury to consumers which was not reasonably avoidable by consumers themselves and not outweighed by countervailing benefits to consumers or to competition.

644. The injury to consumers from Marriott's conduct was and is substantial because it was non-trivial and non-speculative; and involved a monetary injury and an unwarranted risk to the safety of their Personal Information or the security of their identity or credit. The injury to consumers was substantial not only because it inflicted harm on a significant number of consumers, but also because it inflicted a significant amount of harm on each consumer.

645. Consumers could not have reasonably avoided injury because Marriott's business acts and practices unreasonably created or took advantage of an obstacle to the free exercise of consumer decision-making. By withholding important information from consumers about the inadequacy of its data security, Marriott created an asymmetry of information between it and consumers that precluded consumers from taking action to avoid or mitigate injury.

646. Marriott's inadequate data security had no countervailing benefit to consumers or to competition.

647. Marriott's acts and practices were "abusive" for numerous reasons, including:

a. because they materially interfered with consumers' ability to understand a term or condition in a consumer transaction. Marriott's failure to disclose the inadequacies in its data security interfered with consumers' decision-making in a variety of their transactions.

b. because they took unreasonable advantage of consumers' lack of understanding about the material risks, costs, or conditions of a consumer transaction. Without knowing about the inadequacies in Marriott's data security, consumers lacked an understanding of the material risks and costs of a variety of their transactions.

c. because they took unreasonable advantage of consumers' inability to protect their own interests. Consumers could not protect their interests due to the asymmetry in information between them and Marriott concerning the state of Marriott's security.

d. because Marriott took unreasonable advantage of consumers' reasonable reliance that it was acting in their interests to secure their data. Consumers' reliance was reasonable for the reasons discussed four paragraphs below.

648. Marriott also engaged in "deceptive" acts and practices in violation of Indiana Code § 24-5-0.5-3(a) and § 24-5-0.5-3(b), including:

a. Misrepresenting that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the supplier knows or should reasonably know it does not have;

b. Misrepresenting that the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not and if the supplier knows or should reasonably know that it is not;

c. Misrepresenting that the subject of a consumer transaction will be supplied to the public in greater quantity (i.e., more data security) than the supplier intends or reasonably expects.

649. Marriott intended to mislead Plaintiff and Indiana Subclass members and induce them to rely on its misrepresentations and omissions.

650. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

651. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal

Information. Accordingly, Plaintiff and the Indiana Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

652. Marriott had a duty to disclose the above-described facts due to the circumstances of this case and the sensitivity and extensivity of the Personal Information in its possession. This duty arose because members of the public, including Plaintiff and the Indiana Subclass, repose a trust and confidence in Marriott to keep their Personal Information secure. In addition, such a duty is implied by law due to the nature of the relationship between consumers—including Plaintiff and the Indiana Subclass—and Marriott, because consumers are unable to fully protect their interests with regard to their data, and placed trust and confidence in Marriott. Marriott's duty to disclose also arose from its:

a. Possession of exclusive knowledge regarding the security of the data in its systems;

b. Active concealment of the state of its security; and/or

c. Incomplete representations about the security and integrity of its computer and data systems, and its prior data breaches, while purposefully withholding material facts from Plaintiff and the Indiana Subclass that contradicted these representations.

653. Marriott acted intentionally, knowingly, and maliciously to violate Indiana's Deceptive Consumer Sales Act, and recklessly disregarded Plaintiff and Indiana Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate. Marriott's actions were not the result of a mistake of fact or law, honest error or judgment, overzealousness, mere negligence, or other human failing.

654. Plaintiff sent a demand for relief on behalf of the Indiana Subclass pursuant to Ind. Code § 24-5-0.5-5 on January 8, 2019. Marriott has not cured its unfair, abusive, and deceptive acts and practices, or its violations of Indiana Deceptive Consumer Sales Act were incurable.

655. Since Plaintiff provided the requisite notice, Marriott has failed to cure its violations of the Indiana Deceptive Consumer Sales Act.

656. Marriott's conduct includes incurable deceptive acts that Marriott engaged in as part of a scheme, artifice, or device with intent to defraud or mislead, under Ind. Code § 24-5-0.5-2(a)(8).

657. As a direct and proximate result of Marriott's uncured or incurable unfair, abusive, and deceptive acts or practices, Plaintiff and Indiana Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

658. Marriott's violations present a continuing risk to Plaintiff and Indiana Subclass members as well as to the general public.

659. Plaintiff and Indiana Subclass members seek all monetary and non-monetary relief allowed by law, including the greater of actual damages or $500 for each non-willful violation; the greater of treble damages or $1,000 for each willful violation; restitution; reasonable attorneys' fees and costs; injunctive relief; and punitive damages.

CLAIMS ON BEHALF OF THE IOWA SUBCLASS

COUNT 35

PERSONAL INFORMATION SECURITY BREACH PROTECTION LAW,

Iowa Code § 715C.2

660. The Iowa Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Iowa Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

661. Marriott is a business that owns or licenses computerized data that includes Personal Information as defined by Iowa Code § 715C.2(1).

662. Plaintiff's and Iowa Subclass members' Personal Information includes Personal Information as covered under Iowa Code § 715C.2(1).

663. Marriott is required to accurately notify Plaintiff and Iowa Subclass members if it becomes aware of a breach of its data security system in the most expeditious time possible and without unreasonable delay under Iowa Code § 715C.2(1).

664. Because Marriott was aware of a breach of its security system, Marriott had an obligation to disclose the data breach in a timely and accurate fashion as mandated by Iowa Code § 715C.2(1).

665. By failing to disclose the Data Breach in a timely and accurate manner, Marriott violated Iowa Code § 715C.2(1).

666. Pursuant to Iowa Code § 715C.2(9), a violation of Iowa Code § 715C.2(1) is an unlawful practice pursuant to Iowa Code Ann. § 714.16(7).

667. As a direct and proximate result of Marriott's violations of Iowa Code § 715C.2(1), Plaintiff and Iowa Subclass members suffered damages, as described above.

668. Plaintiff and Iowa Subclass members seek relief under Iowa Code § 714.16(7), including actual damages and injunctive relief.

COUNT 36

IOWA PRIVATE RIGHT OF ACTION FOR CONSUMER FRAUDS ACT,

Iowa Code § 714H

669. The Iowa Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Iowa Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

670. Marriott is a "person" as defined by Iowa Code § 714H.2(7).

671. Plaintiff and Iowa Subclass members are "consumers" as defined by Iowa Code § 714H.2(3).

672. Marriott's conduct described herein related to the "sale" or "advertisement" of "merchandise" as defined by Iowa Code §§ 714H.2(2), (6), & (8).

673. Marriott engaged in unfair, deceptive, and unconscionable trade practices, in violation of the Iowa Private Right of Action for Consumer Frauds Act, including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Iowa Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Iowa Subclass members' Personal Information, including

duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Iowa Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Iowa Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Iowa Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Iowa Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

674. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

675. Marriott intended to mislead Plaintiff and Iowa Subclass members and induce them to rely on its misrepresentations and omissions.

676. Marriott acted intentionally, knowingly, and maliciously to violate Iowa's Private Right of Action for Consumer Frauds Act, and recklessly disregarded Plaintiff and Iowa Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

677. As a direct and proximate result of Marriott's unfair, deceptive, and unconscionable conduct, Plaintiff and Iowa Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

678. Plaintiff has provided the requisite notice to the Iowa Attorney General, the office of which approved the filing of this class action lawsuit pursuant to Iowa Code § 714H.7.

679. Plaintiff and Iowa Subclass members seek all monetary and non-monetary relief allowed by law, including injunctive relief, damages, restitution, punitive damages, and reasonable attorneys' fees and costs.

CLAIMS ON BEHALF OF THE KANSAS SUBCLASS

COUNT 37

PROTECTION OF CONSUMER INFORMATION

Kan. Stat. Ann. §§ 50-7a02(a), et seq.

680. The Kansas Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Kansas Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

681. Marriott is a business that owns or licenses computerized data that includes Personal Information as defined by Kan. Stat. Ann. § 50-7a02(a).

682. Plaintiff's and Kansas Subclass members' Personal Information includes Personal Information as covered under Kan. Stat. Ann. § 50-7a02(a).

683. Marriott is required to accurately notify Plaintiffs and Kansas Subclass members if it becomes aware of a breach of its data security system that was reasonably likely to have caused misuse of Plaintiff's and Kansas Subclass members' Personal Information, in the most expedient time possible and without unreasonable delay under Kan. Stat. Ann. § 50-7a02(a).

684. Because Marriott was aware of a breach of its security system that was reasonably likely to have caused misuse of Plaintiffs' and Kansas Subclass members' Personal Information, Marriott had an obligation to disclose the data breach in a timely and accurate fashion as mandated by Kan. Stat. Ann. § 50-7a02(a).

685. By failing to disclose the Data Breach in a timely and accurate manner, Marriott violated Kan. Stat. Ann. § 50-7a02(a).

686. As a direct and proximate result of Marriott's violations of Kan. Stat. Ann. § 50-7a02(a), Plaintiff and Kansas Subclass members suffered damages, as described above.

687. Plaintiff and Kansas Subclass members seek relief under Kan. Stat. Ann. § 50-7a02(g), including equitable relief.

COUNT 38

KANSAS CONSUMER PROTECTION ACT,

K.S.A. §§ 50-623, et seq.

688. The Kansas Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Kansas Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

689. K.S.A. §§ 50-623, et seq. is to be liberally construed to protect consumers from suppliers who commit deceptive and unconscionable practices.

690. Plaintiff and Kansas Subclass members are "consumers" as defined by K.S.A. § 50-624(b).

691. The acts and practices described herein are "consumer transactions," as defined by K.S.A. § 50-624(c).

692. Marriott is a "supplier" as defined by K.S.A. § 50-624(l).

693. Marriott advertised, offered, or sold goods or services in Kansas and engaged in trade or commerce directly or indirectly affecting the people of Kansas.

694. Marriott engaged in deceptive and unfair acts or practices, including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Kansas Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Kansas Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and Kansas's identity fraud statute, the Wayne Owen Act, K.S.A. § 50-6,139b, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Kansas Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Kansas Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and Kansas's identity fraud statute, the Wayne Owen Act, K.S.A. § 50-6,139b;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Kansas Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Kansas Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and Kansas's identity fraud statute, the Wayne Owen Act, K.S.A. § 50-6,139b.

695. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

696. Marriott intended to mislead Plaintiff and Kansas Subclass members and induce them to rely on its misrepresentations and omissions.

697. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal

Information. Accordingly, Plaintiff and the Kansas Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

698. Marriott also engaged in unconscionable acts and practices in connection with a consumer transaction, in violation of K.S.A. § 50-627, including:

a. Knowingly taking advantage of the inability of Plaintiff and the Kansas Subclass to reasonably protect their interests, due to their lack of knowledge (see K.S.A. § 50-627(b)(1)); and

b. Requiring Plaintiff and the Kansas Subclass to enter into a consumer transaction on terms that Marriott knew were substantially one-sided in favor of Marriott (see K.S.A. § 50-627(b)(5)).

699. Plaintiff and the Kansas Subclass had unequal bargaining power with respect to their ability to control the security and confidentiality of their Personal Information in Marriott's possession.

700. The above unfair, deceptive, and unconscionable practices and acts by Marriott were immoral, unethical, oppressive, and unscrupulous. These acts caused substantial injury to Plaintiff and Kansas Subclass members that they could not reasonably avoid; this substantial injury outweighed any benefits to consumers or to competition.

701. Marriott acted intentionally, knowingly, and maliciously to violate Kansas's Consumer Protection Act, and recklessly disregarded Plaintiff and Kansas Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

702. As a direct and proximate result of Marriott's unfair, deceptive, and unconscionable trade practices, Plaintiff and Kansas Subclass members have suffered and will continue to suffer

injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

703. Plaintiff and Kansas Subclass members seek all monetary and non-monetary relief allowed by law, including civil penalties or actual damages (whichever is greater), under K.S.A. §§ 50-634 and 50-636; injunctive relief; restitution; and reasonable attorneys' fees and costs.

CLAIMS ON BEHALF OF THE KENTUCKY SUBCLASS

COUNT 39

KENTUCKY COMPUTER SECURITY BREACH NOTIFICATION ACT,

Ky. Rev. Stat. Ann. §§ 365.732, et seq.

704. The Kentucky Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Kentucky Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

705. Marriott is required to accurately notify Plaintiff and Kentucky Subclass members if it becomes aware of a breach of its data security system that was reasonably likely to have caused unauthorized persons to acquire Plaintiff's and Kentucky Subclass members' Personal Information, in the most expedient time possible and without unreasonable delay under Ky. Rev. Stat. Ann. § 365.732(2).

706. Marriott is a business that holds computerized data that includes Personal Information as defined by Ky. Rev. Stat. Ann. § 365.732(2).

707. Plaintiff's and Kentucky Subclass members' Personal Information includes Personal Information as covered under Ky. Rev. Stat. Ann. § 365.732(2).

708. Because Marriott was aware of a breach of its security system that was reasonably likely to have caused unauthorized persons to acquire Plaintiff's and Kentucky Subclass members' Personal Information, Marriott had an obligation to disclose the data breach in a timely and accurate fashion as mandated by Ky. Rev. Stat. Ann. § 365.732(2).

709. By failing to disclose the Data Breach in a timely and accurate manner, Marriott violated Ky. Rev. Stat. Ann. § 365.732(2).

710. As a direct and proximate result of Marriott's violations of Ky. Rev. Stat. Ann. § 365.732(2), Plaintiff and Kentucky Subclass members suffered damages, as described above.

711. Plaintiff and Kentucky Subclass members seek relief under Ky. Rev. Stat. Ann. § 446.070, including actual damages.

COUNT 40

KENTUCKY CONSUMER PROTECTION ACT,

Ky. Rev. Stat. §§ 367.110, et seq.

712. The Kentucky Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Kentucky Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

713. Marriott is a "person" as defined by Ky. Rev. Stat. § 367.110(1).

714. Marriott advertised, offered, or sold goods or services in Kentucky and engaged in trade or commerce directly or indirectly affecting the people of Kentucky, as defined by Ky. Rev. Stat. 367.110(2).

715. Marriott engaged in unfair, false, misleading, deceptive, and unconscionable acts or practices, in violation of Ky. Rev. Stat. § 367.170, including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Kentucky Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Kentucky Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Kentucky Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Kentucky Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Kentucky Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and

Kentucky Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

716. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

717. Marriott intended to mislead Plaintiff and Kentucky Subclass members and induce them to rely on its misrepresentations and omissions.

718. Plaintiff and Kentucky Subclass members' purchased goods or services for personal, family, or household purposes and suffered ascertainable losses of money or property as a result of Marriott's unlawful acts and practices.

719. The above unlawful acts and practices by Marriott were immoral, unethical, oppressive, and unscrupulous. These acts caused substantial injury to Plaintiff and Kentucky Subclass members that they could not reasonably avoid; this substantial injury outweighed any benefits to consumers or to competition.

720. Marriott acted intentionally, knowingly, and maliciously to violate Kentucky's Consumer Protection Act, and recklessly disregarded Plaintiff and Kentucky Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

721. As a direct and proximate result of Marriott's unlawful acts and practices, Plaintiff and Kentucky Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein;

losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

722. Plaintiff and Kentucky Subclass members seek all monetary and non-monetary relief allowed by law, including damages, punitive damages, restitution or other equitable relief, injunctive relief, and reasonable attorneys' fees and costs.

CLAIMS ON BEHALF OF THE LOUISIANA SUBCLASS

COUNT 41

DATABASE SECURITY BREACH NOTIFICATION LAW,

La. Rev. Stat. Ann. §§ 51:3074(A), et seq.

723. The Louisiana Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Louisiana Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

724. Marriott is a business that owns or licenses computerized data that includes Personal Information as defined by La. Rev. Stat. Ann. § 51:3074(C).

725. Plaintiff's and Louisiana Subclass members' Personal Information includes Personal Information as covered under La. Rev. Stat. Ann. § 51:3074(C).

726. Marriott is required to accurately notify Plaintiff and Louisiana Subclass members if it becomes aware of a breach of its data security system that was reasonably likely to have caused unauthorized persons to acquire Plaintiff's and Louisiana Subclass members' Personal Information, in the most expedient time possible and without unreasonable delay under La. Rev. Stat. Ann. § 51:3074(C).

727. Because Marriott was aware of a breach of its security system that was reasonably likely to have caused unauthorized persons to acquire Plaintiff's and Louisiana Subclass members' Personal Information, Marriott had an obligation to disclose the Data Breach in a timely and accurate fashion as mandated by La. Rev. Stat. Ann. § 51:3074(C).

728. By failing to disclose the Data Breach in a timely and accurate manner, Marriott violated La. Rev. Stat. Ann. § 51:3074(C).

729. As a direct and proximate result of Marriott's violations of La. Rev. Stat. Ann. § 51:3074(C), Plaintiff and Louisiana Subclass members suffered damages, as described above.

730. Plaintiff and Louisiana Subclass members seek relief under La. Rev. Stat. Ann. § 51:3075, including actual damages.

COUNT 42

LOUISIANA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW,

La Rev. Stat. Ann. §§ 51:1401, et seq.

731. The Louisiana Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Louisiana Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

732. Marriott, Plaintiff, and the Louisiana Subclass members are "persons" within the meaning of the La. Rev. Stat. Ann. § 51:1402(8).

733. Plaintiff and Louisiana Subclass members are "consumers" within the meaning of La. Rev. Stat. Ann. § 51:1402(1).

734. Marriott engaged in "trade" or "commerce" within the meaning of La. Rev. Stat. Ann. § 51:1402(10).

735. The Louisiana Unfair Trade Practices and Consumer Protection Law ("Louisiana CPL") makes unlawful "unfair or deceptive acts or practices in the conduct of any trade or

commerce." La. Rev. Stat. Ann. § 51:1405(A). Unfair acts are those that offend established public policy, while deceptive acts are practices that amount to fraud, deceit, or misrepresentation.

736. Marriott participated in unfair and deceptive acts and practices that violated the Louisiana CPL, including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Louisiana Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Louisiana Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Louisiana Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Louisiana Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Louisiana Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Louisiana Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

737. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

738. Marriott intended to mislead Plaintiff and Louisiana Subclass members and induce them to rely on its misrepresentations and omissions.

739. Marriott's unfair and deceptive acts and practices were immoral, unethical, oppressive, and unscrupulous. These acts caused substantial injury to Plaintiff and Kentucky Subclass members that they could not reasonably avoid; this substantial injury outweighed any benefits to consumers or to competition.

740. Marriott acted intentionally, knowingly, and maliciously to violate Unfair Trade Practices and Consumer Protection Law, and recklessly disregarded Plaintiff and Louisiana Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

741. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the

law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the Louisiana Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

742. As a direct and proximate result of Marriott's unfair and deceptive acts and practices, Plaintiff and Louisana Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

743. Plaintiff and Louisiana Subclass members seek all monetary and non-monetary relief allowed by law, including actual damages; treble damages for Marriott's knowing violations of the Louisiana CPL; restitution; declaratory relief; attorneys' fees; and any other relief that is just and proper.

CLAIMS ON BEHALF OF THE MAINE SUBCLASS

COUNT 43

MAINE UNFAIR TRADE PRACTICES ACT,

5 Me. Rev. Stat. §§ 205, 213, et seq.

744. The Maine Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Maine Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

745. Marriott is a "person" as defined by 5 Me. Rev. Stat. § 206(2).

746. Marriott's conduct as alleged herein related was in the course of "trade and commerce" as defined by 5 Me. Rev. Stat. § 206(3).

747. Plaintiff and Maine Subclass members purchased goods and/or services for personal, family, and/or household purposes.

748. Plaintiff sent a demand for relief on behalf of the Maine Subclass pursuant to 5 Me. Rev. Stat. § 213(1-A) on January 8, 2019.

749. Marriott engaged in unfair and deceptive trade acts and practices in the conduct of trade or commerce, in violation of 5 Me. Rev. Stat. §207, including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Maine Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Maine Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Maine Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Maine Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Maine Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Maine Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

750. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

751. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal

Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the Maine Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

752. As a direct and proximate result of Marriott's unfair and deceptive acts and conduct, Plaintiff and Maine Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

753. Plaintiff and the Maine Subclass members seek all monetary and non-monetary relief allowed by law, including damages or restitution, injunctive and other equitable relief, and attorneys' fees and costs.

COUNT 44

MAINE UNIFORM DECEPTIVE TRADE PRACTICES ACT,

10 Me. Rev. Stat. §§ 1212, et seq.

754. The Maine Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Maine Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

755. Marriott is a "person" as defined by 10 Me. Rev. Stat. § 1211(5).

756. Marriott advertised, offered, or sold goods or services in Maine and engaged in trade or commerce directly or indirectly affecting the people of Maine.

757. Marriott engaged in deceptive trade practices in the conduct of its business, in violation of 10 Me. Rev. Stat. §1212, including:

a. Representing that goods or services have characteristics that they do not have;

b. Representing that goods or services are of a particular standard, quality, or grade if they are of another;

c. Advertising goods or services with intent not to sell them as advertised;

d. Engaging in other conduct that creates a likelihood of confusion or misunderstanding.

758. Marriott's deceptive trade practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Maine Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Maine Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Maine Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Maine Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Maine Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Maine Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

759. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

760. Marriott intended to mislead Plaintiff and Maine Subclass members and induce them to rely on its misrepresentations and omissions.

761. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were

insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the Maine Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

762. As a direct and proximate result of Marriott's deceptive trade practices, Plaintiff and Maine Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

763. Maine Subclass members are likely to be damaged by Marriott's ongoing deceptive trade practices.

764. Plaintiff and the Maine Subclass members seek all relief allowed by law, including injunctive relief and reasonable attorneys' fees and costs.

CLAIMS ON BEHALF OF THE MASSACHUSETTS SUBCLASS

COUNT 45

MASSACHUSETTS CONSUMER PROTECTION ACT,

Mass. Gen. Laws Ann. Ch. 93A, §§ 1, et seq.

765. The Massachusetts Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Massachusetts Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

766. Marriott and Massachusetts Subclass members are "persons" as meant by Mass. Gen. Laws. Ann. ch. 93A, § 1(a).

767. Marriott operates in "trade or commerce" as meant by Mass. Gen. Laws Ann. ch. 93A, § 1(b).

768. Marriott advertised, offered, or sold goods or services in Massachusetts and engaged in trade or commerce directly or indirectly affecting the people of Massachusetts, as defined by Mass. Gen. Laws Ann. ch. 93A, § 1(b).

769. Plaintiff sent a demand for relief on behalf of the Massachusetts Subclass pursuant to Mass. Gen. Laws Ann. Ch. 93A § 9(3) on January 8, 2019.

770. Marriott engaged in unfair methods of competition and unfair and deceptive acts and practices in the conduct of trade or commerce, in violation of Mass. Gen. Laws Ann. ch. 93A, § 2(a), including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Massachusetts Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Massachusetts Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Massachusetts Data Security statute and its implementing regulations, Mass. Gen. Laws Ann. Ch. 93H, §

2; 201 Mass. Code Regs. 17.01-05, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Massachusetts Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Massachusetts Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Massachusetts Data Security statute and its implementing regulations, Mass. Gen. Laws Ann. Ch. 93H, § 2; 201 Mass. Code Regs. 17.01-05;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Massachusetts Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Massachusetts Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Massachusetts Data Security statute and its implementing regulations, Mass. Gen. Laws Ann. Ch. 93H, § 2; 201 Mass. Code Regs. 17.01-05.

771. Marriott's acts and practices were "unfair" because they fall within the penumbra of common law, statutory, and established concepts of unfairness, given that Marriott solely held the true facts about its inadequate security for Personal Information, which Plaintiff and the Massachusetts Subclass members could not independently discovered.

772. Consumers could not have reasonably avoided injury because Marriott's business acts and practices unreasonably created or took advantage of an obstacle to the free exercise of consumer decision-making. By withholding important information from consumers about the inadequacy of its data security, Marriott created an asymmetry of information between it and consumers that precluded consumers from taking action to avoid or mitigate injury.

773. Marriott's inadequate data security had no countervailing benefit to consumers or to competition.

774. Marriott intended to mislead Plaintiff and Massachusetts Subclass members and induce them to rely on its misrepresentations and omissions. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

775. Marriott acted intentionally, knowingly, and maliciously to violate Massachusetts's Consumer Protection Act, and recklessly disregarded Plaintiff and Massachusetts Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

776. As a direct and proximate result of Marriott's unfair and deceptive acts and practices, Plaintiff and Massachusetts Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for

fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

777. Plaintiff and Massachusetts Subclass members seek all monetary and non-monetary relief allowed by law, including actual damages, double or treble damages, restitution; injunctive or other equitable relief, and attorneys' fees and costs.

CLAIMS ON BEHALF OF THE MICHIGAN SUBCLASS

COUNT 46

MICHIGAN IDENTITY THEFT PROTECTION ACT,

Mich. Comp. Laws Ann. §§ 445.72, et seq.

778. The Michigan Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Michigan Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

779. Marriott is a business that owns or licenses computerized data that includes Personal Information as defined by Mich. Comp. Laws Ann. § 445.72(1).

780. Plaintiff's and Michigan Subclass members' Personal Information includes Personal Information as covered under Mich. Comp. Laws Ann. § 445.72(1).

781. Marriott is required to accurately notify Plaintiff and Michigan Subclass members if it discovers a security breach, or receives notice of a security breach (where unencrypted and unredacted Personal Information was accessed or acquired by unauthorized persons), without unreasonable delay under Mich. Comp. Laws Ann. § 445.72(1).

782. Because Marriott discovered a security breach and had notice of a security breach (where unencrypted and unredacted Personal Information was accessed or acquired by unauthorized persons), Marriott had an obligation to disclose the Data Breach in a timely and accurate fashion as mandated by Mich. Comp. Laws Ann. § 445.72(4).

783. By failing to disclose the Data Breach in a timely and accurate manner, Marriott violated Mich. Comp. Laws Ann. § 445.72(4).

784. As a direct and proximate result of Marriott's violations of Mich. Comp. Laws Ann. § 445.72(4), Plaintiff and Michigan Subclass members suffered damages, as described above.

785. Plaintiff and Michigan Subclass members seek relief under Mich. Comp. Laws Ann. § 445.72(13), including a civil fine.

COUNT 47

MICHIGAN CONSUMER PROTECTION ACT,

Mich. Comp. Laws Ann. §§ 445.903, et seq.

786. The Michigan Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Michigan Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

787. Marriott and Michigan Subclass members are "persons" as defined by Mich. Comp. Laws Ann. § 445.903(d).

788. Marriott advertised, offered, or sold goods or services in Michigan and engaged in trade or commerce directly or indirectly affecting the people of Michigan, as defined by Mich. Comp. Laws Ann. § 445.903(g).

789. Marriott engaged in unfair, unconscionable, and deceptive practices in the conduct of trade and commerce, in violation of Mich. Comp. Laws Ann. § 445.903(1), including:

a. Representing that its goods and services have characteristics, uses, and benefits that they do not have, in violation of Mich. Comp. Laws Ann. § 445.903(1)(c);

b. Representing that its goods and services are of a particular standard or quality if they are of another in violation of Mich. Comp. Laws Ann. § 445.903(1)(e);

c. Making a representation or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is, in violation of Mich. Comp. Laws Ann. § 445.903(1)(bb); and

d. Failing to reveal facts that are material to the transaction in light of representations of fact made in a positive matter, in violation of Mich. Comp. Laws Ann. § 445.903(1)(cc).

790. Marriott's unfair, unconscionable, and deceptive practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Michigan Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Michigan Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Michigan Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Michigan Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Michigan Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Michigan Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

791. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

792. Marriott intended to mislead Plaintiff and Michigan Subclass members and induce them to rely on its misrepresentations and omissions.

793. Marriott acted intentionally, knowingly, and maliciously to violate Michigan's Consumer Protection Act, and recklessly disregarded Plaintiff and Michigan Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

794. As a direct and proximate result of Marriott's unfair, unconscionable, and deceptive practices, Plaintiff and Michigan Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott

for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

795. Plaintiff and Michigan Subclass members seek all monetary and non-monetary relief allowed by law, including the greater of actual damages or $250, restitution, injunctive relief, and any other relief that is just and proper.

CLAIMS ON BEHALF OF THE MINNESOTA SUBCLASS

COUNT 48

MINNESOTA CONSUMER FRAUD ACT,

Minn. Stat. §§ 325F.68, et seq. and Minn. Stat. §§ 8.31, et seq.

796. The Minnesota Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Minnesota Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

797. Marriott, Plaintiff, and members of the Minnesota Subclass are each a "person" as defined by Minn. Stat. § 325F.68(3).

798. Marriott's goods, services, commodities, and intangibles are "merchandise" as defined by Minn. Stat. § 325F.68(2).

799. Marriott engaged in "sales" as defined by Minn. Stat. § 325F.68(4).

800. Marriott engaged in fraud, false pretense, false promise, misrepresentation, misleading statements, and deceptive practices in connection with the sale of merchandise, in violation of Minn. Stat. § 325F.69(1), including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Minnesota Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Minnesota Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Minnesota Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Minnesota Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Minnesota Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and

Minnesota Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

801. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

802. Marriott intended to mislead Plaintiff and Minnesota Subclass members and induce them to rely on its misrepresentations and omissions.

803. Marriott's fraudulent, misleading, and deceptive practices affected the public interest, including the Minnesotans affected by the Data Breach.

804. As a direct and proximate result of Marriott's fraudulent, misleading, and deceptive practices, Plaintiff and Minnesota Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

805. Plaintiff and Minnesota Subclass members seek all monetary and non-monetary relief allowed by law, including damages; injunctive or other equitable relief; and attorneys' fees, disbursements, and costs.

COUNT 49

MINNESOTA UNIFORM DECEPTIVE TRADE PRACTICES ACT,

Minn. Stat. §§ 325D.43, et seq.

806. The Minnesota Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Minnesota Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

807. By engaging in deceptive trade practices in the course of its business and vocation, directly or indirectly affecting the people of Minnesota, Marriott violated Minn. Stat. § 325D.44, including the following provisions:

a. Representing that its goods and services had characteristics, uses, and benefits that they did not have, in violation of Minn. Stat. § 325D.44(1)(5);

b. Representing that goods and services are of a particular standard or quality when they are of another, in violation of Minn. Stat. § 325D.44(1)(7);

c. Advertising goods and services with intent not to sell them as advertised, in violation of Minn. Stat. § 325D.44(1)(9); and

d. Engaging in other conduct which similarly creates a likelihood of confusion or misunderstanding, in violation of Minn. Stat. § 325D.44(1)(13).

808. Marriott's deceptive practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Minnesota Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following

previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Minnesota Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Minnesota Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Minnesota Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Minnesota Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Minnesota Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

809. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

810. Marriott intended to mislead Plaintiff and Minnesota Subclass members and induce them to rely on its misrepresentations and omissions.

811. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the Minnesota Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

812. Marriott acted intentionally, knowingly, and maliciously to violate Minnesota's Uniform Deceptive Trade Practices Act, and recklessly disregarded Plaintiff and Minnesota Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

813. As a direct and proximate result of Marriott's deceptive trade practices, Plaintiff and Minnesota Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and

money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

814. Plaintiff and Minnesota Subclass members seek, including injunctive relief and reasonable attorneys' fees and costs.

CLAIMS ON BEHALF OF THE MISSISSIPPI SUBCLASS

COUNT 50

MISSISSIPPI CONSUMER PROTECTION ACT,

Miss. Code §§ 75-24-1, et seq.

815. The Mississippi Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Mississippi Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

816. Marriott is a "person," as defined by Miss. Code § 75-24-3.

817. Marriott advertised, offered, or sold goods or services in Mississippi and engaged in trade or commerce directly or indirectly affecting the people of Mississippi, as defined by Miss. Code § 75-24-3.

818. Plaintiff has complied with all pre-conditions for bringing a private action under Miss. Code § 75-24-15.

819. Marriott engaged in unfair and deceptive trade acts or practices, including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Mississippi Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following

previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Mississippi Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Mississippi Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Mississippi Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Mississippi Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Mississippi Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

820. The above-described conduct violated Miss. Code Ann. § 75-24-5(2), including:

a. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have;

b. Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another;

c. Advertising goods or services with intent not to sell them as advertised.

821. Marriott intended to mislead Plaintiff and Mississippi Subclass members and induce them to rely on its misrepresentations and omissions.

822. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

823. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the Mississippi Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

824. Marriott had a duty to disclose the above-described facts due to the circumstances of this case and the sensitivity and extensivity of the Personal Information in its possession. In addition, such a duty is implied by law due to the nature of the relationship between consumers—including Plaintiff and the Mississippi Subclass—and Marriott, because consumers are unable to

fully protect their interests with regard to their data, and placed trust and confidence in Marriott. Marriott's duty to disclose also arose from its:

a. Possession of exclusive knowledge regarding the security of the data in its systems;

b. Active concealment of the state of its security; and/or

c. Incomplete representations about the security and integrity of its computer and data systems, and its prior data breaches, while purposefully withholding material facts from Plaintiff and the Mississippi Subclass that contradicted these representations.

825. Marriott acted intentionally, knowingly, and maliciously to violate Mississippi's Consumer Protection Act, and recklessly disregarded Plaintiff and Mississippi Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

826. As a direct and proximate result of Marriott's unfair and deceptive acts or practices and Plaintiff and Mississippi Subclass members' purchase of goods or services primarily for personal, family, or household purposes, Plaintiff and Mississippi Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

827. Marriott's violations present a continuing risk to Plaintiff and Mississippi Subclass members as well as to the general public.

828. Plaintiff and Mississippi Subclass members seek all monetary and non-monetary relief allowed by law, including actual damages, restitution and other relief under Miss. Code § 75-24-11, injunctive relief, punitive damages, and reasonable attorneys' fees and costs.

CLAIMS ON BEHALF OF THE MISSOURI SUBCLASS

COUNT 51

MISSOURI MERCHANDISING PRACTICES ACT,

Mo. Rev. Stat. §§ 407.010, et seq.

829. The Missouri Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Missouri Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

830. Marriott is a "person" as defined by Mo. Rev. Stat. § 407.010(5).

831. Marriott advertised, offered, or sold goods or services in Missouri and engaged in trade or commerce directly or indirectly affecting the people of Missouri, as defined by Mo. Rev. Stat. § 407.010(4), (6) and (7).

832. Plaintiff and Missouri Subclass members purchased or leased goods or services primarily for personal, family, or household purposes.

833. Marriott engaged in unlawful, unfair, and deceptive acts and practices, in connection with the sale or advertisement of merchandise in trade or commerce, in violation of Mo. Rev. Stat. § 407.020(1), including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Missouri Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following

previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Missouri Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Missouri Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Missouri Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Missouri Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Missouri Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

834. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

835. Marriott intended to mislead Plaintiff and Missouri Subclass members and induce them to rely on its misrepresentations and omissions.

836. Marriott acted intentionally, knowingly, and maliciously to violate Missouri's Merchandising Practices Act, and recklessly disregarded Plaintiff and Missouri Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

837. As a direct and proximate result of Marriott's unlawful, unfair, and deceptive acts and practices, Plaintiff and Missouri Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

838. Plaintiff and Missouri Subclass members seek all monetary and non-monetary relief allowed by law, including actual damages, restitution, punitive damages, attorneys' fees and costs, injunctive relief, and any other appropriate relief.

CLAIMS ON BEHALF OF THE MONTANA SUBCLASS

COUNT 52

COMPUTER SECURITY BREACH LAW,

Mont. Code Ann. §§ 30-14-1704(1), et seq.

839. The Montana Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Montana Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

840. Marriott is a business that owns or licenses computerized data that includes Personal Information as defined by Mont. Code Ann. § 30-14-1704(4)(b). Marriott also maintains computerized data that includes Personal Information which Marriott does not own. Accordingly, it is subject to Mont. Code Ann. § 30-14-1704(1) and (2).

841. Plaintiff's and Montana Subclass members' Personal Information includes Personal Information covered by Mont. Code Ann. § 30-14-1704(4)(b).

842. Marriott is required to give immediate notice of a breach of security of a data system to owners of Personal Information which Marriott does not own, including Plaintiff and Montana Subclass members, pursuant to Mont. Code Ann. § 30-14-1704(2).

843. Marriott is required to accurately notify Plaintiff and Montana Subclass members if it discovers a security breach, or receives notice of a security breach which may have compromised Personal Information which Marriott owns or licenses, without unreasonable delay under Mont. Code Ann. § 30-14-1704(1).

844. Because Marriott was aware of a security breach, Marriott had an obligation to disclose the data breach as mandated by Mont. Code Ann. § 30-14-1704(1) and (2).

845. Pursuant to Mont. Code Ann. § 30-14-1705, violations of Mont. Code Ann. § 30-14-1704 are unlawful practices under Mont. Code Ann. § 30-14-103, Montana's Consumer Protection Act.

846. As a direct and proximate result of Marriott's violations of Mont. Code Ann. § 30-14-1704(1) and (2), Plaintiff and Montana Subclass members suffered damages, as described above.

847. Plaintiff and Montana Subclass members seek relief under Mont. Code Ann. § 30-14-133, including actual damages and injunctive relief.

COUNT 53

MONTANA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION ACT,

M.C.A. §§ 30-14-101, et seq.

848. The Montana Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Montana Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

849. Marriott is a "person" as defined by MCA § 30-14-102(6).

850. Plaintiff and Montana Subclass members are "consumers" as defined by MCA§ 30-14-102(1).

851. Marriott advertised, offered, or sold goods or services in Montana and engaged in trade or commerce directly or indirectly affecting the people of Montana, as defined by MCA § 30-14-102(8).

852. Marriott engaged in unfair and deceptive acts and practices in the conduct of trade or commerce, in violation MCA § 30-14-103, including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Montana Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Montana Subclass members' Personal Information, including

duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Montana Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Montana Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Montana Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Montana Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

853. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

854. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were

insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the Montana Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

855. Marriott's acts described above are unfair and offend public policy; they are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

856. Marriott acted intentionally, knowingly, and maliciously to violate Montana's Unfair Trade Practices and Consumer Protection Act, and recklessly disregarded Plaintiff and Montana Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

857. As a direct and proximate result of Marriott's unfair methods of competition and unfair and deceptive acts and practices in the conduct of trade or commerce, Plaintiff and Montana Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

858. Plaintiff and Montana Subclass members seek all monetary and non-monetary relief allowed by law, including the greater of (a) actual damages or (b) statutory damages of $500,

treble damages, restitution, attorneys' fees and costs, injunctive relief, and other relief that the Court deems appropriate.

CLAIMS ON BEHALF OF THE NEBRASKA SUBCLASS

COUNT 54

NEBRASKA CONSUMER PROTECTION ACT,

Neb. Rev. Stat. §§ 59-1601, et seq.

859. The Nebraska Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Nebraska Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

860. Marriott and Nebraska Subclass members are each a "person" as defined by Neb. Rev. Stat. § 59-1601(1).

861. Marriott advertised, offered, or sold goods or services in Nebraska and engaged in trade or commerce directly or indirectly affecting the people of Nebraska, as defined by Neb. Rev. Stat. § 59-1601.

862. Marriott engaged in unfair and deceptive acts and practices in conducting trade and commerce, in violation of Neb. Rev. Stat. § 59-1602, including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Nebraska Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Nebraska Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Nebraska Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Nebraska Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Nebraska Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Nebraska Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

863. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

864. As a direct and proximate result of Marriott's unfair and deceptive acts and practices, Plaintiff and class members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including

loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

865. Marriott's unfair and deceptive acts and practices complained of herein affected the public interest, including the many Nebraskans affected by the Data Breach.

866. Plaintiff and Nebraska Subclass members seek all monetary and non-monetary relief allowed by law, including injunctive relief, the greater of either actual damages or $1,000, civil penalties, and reasonable attorneys' fees and costs.

COUNT 55

NEBRASKA UNIFORM DECEPTIVE TRADE PRACTICES ACT,

Neb. Rev. Stat. §§ 87-301, et seq.

867. The Nebraska Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Nebraska Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

868. Marriott and Nebraska Subclass members are "persons" as defined by Neb. Rev. Stat. § 87-301(19).

869. Marriott advertised, offered, or sold goods or services in Nebraska and engaged in trade or commerce directly or indirectly affecting the people of Nebraska.

870. Marriott engaged in deceptive trade practices in the course of its business, in violation of Neb. Rev. Stat. §§ 87-302(a)(5), (8), and (10), including:

a. Represented that goods and services have characteristics, uses, benefits, or qualities that they do not have;

b. Represented that goods and services are of a particular standard, quality, or grade if they are of another; and

c. Advertised its goods and services with intent not to sell them as advertised and in a manner calculated or tending to mislead or deceive.

871. Marriott's deceptive trade practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Nebraska Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Nebraska Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Nebraska Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Nebraska Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Nebraska Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Nebraska Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

872. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

873. Marriott intended to mislead Plaintiff and Nebraska Subclass members and induce them to rely on its misrepresentations and omissions.

874. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the Nebraska Subclass members acted reasonably in

relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

875. Marriott acted intentionally, knowingly, and maliciously to violate Nebraska's Uniform Deceptive Trade Practices Act, and recklessly disregarded Plaintiff and Nebraska Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

876. As a direct and proximate result of Marriott's deceptive trade practices, Plaintiff and Nebraska Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

877. Marriott's deceptive trade practices complained of herein affected consumers at large, including the large percentage of Nebraskans affected by the Data Breach.

878. Plaintiff and Nebraska Subclass members seek all relief allowed by law, including injunctive relief and reasonable attorneys' fees and costs.

CLAIMS ON BEHALF OF THE NEVADA SUBCLASS

COUNT 56

NEVADA DECEPTIVE TRADE PRACTICES ACT,

Nev. Rev. Stat. Ann. §§ 598.0903 et seq.

879. The Nevada Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Nevada Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

880. Marriott advertised, offered, or sold goods or services in Nevada and engaged in trade or commerce directly or indirectly affecting the people of Nevada.

881. Marriott engaged in deceptive trade practices in the course of its business or occupation, in violation of Nev. Rev. Stat. §§ 598.0915 and 598.0923, including:

a. Knowingly making a false representation as to the characteristics, uses, and benefits of goods or services for sale in violation of Nev. Rev. Stat. § 598.0915(5);

b. Representing that goods or services for sale are of a particular standard, quality, or grade when Marriott knew or should have known that they are of another standard, quality, or grade in violation of Nev. Rev. Stat. § 598.0915(7);

c. Advertising goods or services with intent not to sell them as advertised in violation of Nev. Rev. Stat § 598.0915(9);

d. Failing to disclose a material fact in connection with the sale of goods or services in violation of Nev. Rev. Stat. § 598.0923(A)(2); and

e. Violating state and federal statutes or regulations relating to the sale of goods or services in violation of Nev. Rev. Stat. § 598.0923(A)(3).

882. Marriott's deceptive trade practices in the course of its business or occupation include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Nevada Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Nevada Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and Nevada's data security statute, Nev. Rev. Stat. § 603A.210, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Nevada Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Nevada Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and Nevada's data security statute, Nev. Rev. Stat. § 603A.210;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Nevada Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and

Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and Nevada's data security statute, Nev. Rev. Stat. § 603A.210.

883. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

884. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the Nevada Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

885. Marriott acted intentionally, knowingly, and maliciously to violate Nevada's Deceptive Trade Practices Act, and recklessly disregarded Plaintiff and Nevada Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

886. As a direct and proximate result of Marriott's deceptive trade practices, Plaintiff and Nevada Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein;

losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

887. Plaintiff and Nevada Subclass members seek all monetary and non-monetary relief allowed by law, including damages, restitution, punitive damages, and attorneys' fees and costs.

CLAIMS ON BEHALF OF THE NEW HAMPSHIRE SUBCLASS

COUNT 57

NOTICE OF SECURITY BREACH

N.H. Rev. Stat. Ann. §§ 359-C:20(I)(A), et seq.

888. The New Hampshire Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the New Hampshire Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

889. Marriott is a business that owns or licenses computerized data that includes Personal Information as defined by N.H. Rev. Stat. Ann. § 359-C:20(I)(a).

890. Plaintiff's and New Hampshire Subclass members' Personal Information includes Personal Information as covered under N.H. Rev. Stat. Ann. § 359-C:20(I)(a).

891. Marriott is required to accurately notify Plaintiff and New Hampshire Subclass members if Marriott becomes aware of a breach of its data security system in which misuse of Personal Information has occurred or is reasonably likely to occur, as soon as possible under N.H. Rev. Stat. Ann. § 359-C:20(I)(a).

892. Because Marriott was aware of a security breach in which misuse of Personal Information has occurred or is reasonably likely to occur, Marriott had an obligation to disclose

the data breach in a timely and accurate fashion as mandated by N.H. Rev. Stat. Ann. § 359-C:20(I)(a).

893. By failing to disclose the Data Breach in a timely and accurate manner, Marriott violated N.H. Rev. Stat. Ann. § 359-C:20(I)(a).

894. As a direct and proximate result of Marriott's violations of N.H. Rev. Stat. Ann. § 359-C:20(I)(a), Plaintiff and New Hampshire Subclass members suffered damages, as described above.

895. Plaintiff and New Hampshire Subclass members seek relief under N.H. Rev. Stat. Ann. § 359-C:21(I), including actual damages and injunctive relief.

COUNT 58

NEW HAMPSHIRE CONSUMER PROTECTION ACT,

N.H.R.S.A. §§ 358-A, et seq.

896. The New Hampshire Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the New Hampshire Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

897. Marriott is a "person" under the New Hampshire Consumer Protection.

898. Marriott advertised, offered, or sold goods or services in New Hampshire and engaged in trade or commerce directly or indirectly affecting the people of New Hampshire, as defined by N.H.R.S.A. § 358-A:1.

899. Marriott engaged in unfair and deceptive acts or practices in the ordinary conduct of its trade or business, in violation of N.H.R.S.A. § 358-A:2, including:

a. Representing that its goods or services have characteristics, uses, or benefits that they do not have in violation of N.H.R.S.A. § 358-A:2.V;

b. Representing that its goods or services are of a particular standard or quality if they are of another in violation of N.H.R.S.A. § 358-A:2.VII; and

c. Advertising its goods or services with intent not to sell them as advertised in violation of N.H.R.S.A. § 358-A:2.IX.

900. Marriott's unfair and deceptive acts and practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and New Hampshire Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and New Hampshire Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and New Hampshire Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and New Hampshire Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and New Hampshire Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and New Hampshire Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

901. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

902. Marriott acted intentionally, knowingly, and maliciously to violate New Hampshire's Consumer Protection Act, and recklessly disregarded Plaintiff and New Hampshire Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate. Marriott's acts and practices went beyond the realm of strictly private transactions.

903. As a direct and proximate result of Marriott's unfair and deceptive acts and practices, Plaintiff and class members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent

activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

904. Plaintiff and New Hampshire Subclass members seek all monetary and non-monetary relief allowed by law, including actual damages, punitive damages, equitable relief (including injunctive relief), restitution, civil penalties, and attorneys' fees and costs.

CLAIMS ON BEHALF OF THE NEW JERSEY SUBCLASS

COUNT 59

NEW JERSEY CUSTOMER SECURITY BREACH DISCLOSURE ACT,

N.J. Stat. Ann. §§ 56:8-163, et seq.

905. The New Jersey Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the New Jersey Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

906. Marriott is a business that conducts business in New Jersey under N.J. Stat. Ann. § 56:8-163(a).

907. Plaintiff's and New Jersey Subclass members' Personal Information includes Personal Information covered under N.J. Stat. Ann. §§ 56:8-163, et seq.

908. Under N.J. Stat. Ann. § 56:8-163(a), "[a]ny business that conducts business in New Jersey. . . shall disclose any breach of security of [] computerized records following discovery or notification of the breach to any customer who is a resident of New Jersey whose personal information was, or is reasonably believed to have been, accessed by an unauthorized person."

909. Because Marriott discovered a breach of its security system in which Personal Information was, or is reasonably believed to have been, acquired by an unauthorized person and the Personal Information was not secured, Marriott had an obligation to disclose the Data Breach in a timely and accurate fashion as mandated under N.J. Stat. Ann. §§ 56:8-163, et seq.

910. By failing to disclose the Data Breach in a timely and accurate manner, Marriott violated N.J. Stat. Ann. § 56:8-163(a).

911. As a direct and proximate result of Marriott's violations of N.J. Stat. Ann. § 56:8-163(a), Plaintiff and New Jersey Subclass members suffered the damages described above.

912. Plaintiff and New Jersey Subclass members seek relief under N.J. Stat. Ann. § 56:8-19, including treble damages, attorneys' fees and costs, and injunctive relief.

COUNT 60

NEW JERSEY CONSUMER FRAUD ACT,

N.J. Stat. Ann. §§ 56:8-1, et seq.

913. The New Jersey Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the New Jersey Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

914. Marriott is a "person," as defined by N.J. Stat. Ann. § 56:8-1(d).

915. Marriott sells "merchandise," as defined by N.J. Stat. Ann. § 56:8-1(c) & (e).

916. The New Jersey Consumer Fraud Act, N.J. Stat. §§ 56:8-1, et seq., prohibits unconscionable commercial practices, deception, fraud, false pretense, false promise, misrepresentation, as well as the knowing concealment, suppression, or omission of any material fact with the intent that others rely on the concealment, omission, or fact, in connection with the sale or advertisement of any merchandise.

917. Marriott's unconscionable and deceptive practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and New Jersey Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and New Jersey Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and New Jersey Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and New Jersey Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and New Jersey Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

918. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

919. Marriott intended to mislead Plaintiff and New Jersey Subclass members and induce them to rely on its misrepresentations and omissions.

920. Marriott acted intentionally, knowingly, and maliciously to violate New Jersey's Consumer Fraud Act, and recklessly disregarded Plaintiff and New Jersey Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

921. As a direct and proximate result of Marriott's unconscionable and deceptive practices, Plaintiff and New Jersey Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

922. Plaintiff and New Jersey Subclass members seek all monetary and non-monetary relief allowed by law, including injunctive relief, other equitable relief, actual damages, treble damages, restitution, and attorneys' fees, filing fees, and costs.

CLAIMS ON BEHALF OF THE NEW MEXICO SUBCLASS

COUNT 61

NEW MEXICO UNFAIR PRACTICES ACT,

N.M. Stat. Ann. §§ 57-12-2, et seq.

923. The New Mexico Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the New Mexico Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

924. Marriott is a "person" as meant by N.M. Stat. Ann. § 57-12-2.

925. Marriott was engaged in "trade" and "commerce" as meant by N.M. Stat. Ann. § 57-12-2(C) when engaging in the conduct alleged.

926. The New Mexico Unfair Practices Act, N.M. Stat. Ann. §§ 57-12-2, et seq., prohibits both unfair or deceptive trade practices and unconscionable trade practices in the conduct of any trade or commerce.

927. Marriott engaged in unconscionable, unfair, and deceptive acts and practices in connection with the sale of goods or services in the regular course of its trade or commerce, including the following:

a. Knowingly representing that its goods and services have characteristics, benefits, or qualities that they do not have, in violation of N.M. Stat. Ann. § 57-12-2(D)(5);

b. Knowingly representing that its goods and services are of a particular standard or quality when they are of another in violation of N.M. Stat. Ann. § 57-12-2(D)(7);

c. Knowingly using exaggeration, innuendo, or ambiguity as to a material fact or failing to state a material fact where doing so deceives or tends to deceive in violation of N.M. Stat. Ann. § 57-12-2(D)(14)

d. Taking advantage of the lack of knowledge, experience, or capacity of its consumers to a grossly unfair degree to Plaintiff's and the New Mexico Subclass' detriment in violation of N.M. Stat. Ann. § 57-2-12(E)(1); and

e. Performing these acts and practices in a way that results in a gross disparity between the value received by Plaintiff and the New Mexico Subclass and the price paid, to their detriment, in violation of N.M. Stat. § 57-2-12(E)(2).

928. Marriott's unfair, deceptive, and unconscionable acts and practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and New Mexico Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and New Mexico Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and New Mexico statutes mandating reasonable data security, N.M. Stat. § 57-12C-4, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and New Mexico Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and New Mexico Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and New Mexico statutes mandating reasonable data security, N.M. Stat. § 57-12C-4;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and New Mexico Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and New Mexico Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and New Mexico statutes mandating reasonable data security, N.M. Stat. § 57-12C-4.

929. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

930. Marriott intended to mislead Plaintiff and New Mexico Subclass members and induce them to rely on its misrepresentations and omissions.

931. Marriott acted intentionally, knowingly, and maliciously to violate New Mexico's Unfair Practices Act, and recklessly disregarded Plaintiff and New Mexico Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

932. As a direct and proximate result of Marriott's unfair, deceptive, and unconscionable trade practices, Plaintiff and New Mexico Subclass members have suffered and will continue to

suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

933. Plaintiff and New Mexico Subclass members seek all monetary and non-monetary relief allowed by law, including injunctive relief, actual damages or statutory damages of $100 (whichever is greater), treble damages or statutory damages of $300 (whichever is greater), and reasonable attorneys' fees and costs.

CLAIMS ON BEHALF OF THE NEW YORK SUBCLASS

COUNT 62

NEW YORK GENERAL BUSINESS LAW,

N.Y. Gen. Bus. Law §§ 349, et seq.

934. The New York Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the New York Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

935. Marriott engaged in deceptive acts or practices in the conduct of its business, trade, and commerce or furnishing of services, in violation of N.Y. Gen. Bus. Law § 349, including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and New York Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and New York Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and New York Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and New York Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and New York Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

936. Plaintiff and members of the New York Subclass were deceived in New York. They also transacted with Marriott in New York by making hotel reservations from New York and/or staying in Marriott properties based in New York.

937. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

938. Marriott acted intentionally, knowingly, and maliciously to violate New York's General Business Law, and recklessly disregarded Plaintiff and New York Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

939. As a direct and proximate result of Marriott's deceptive and unlawful acts and practices, Plaintiff and New York Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

940. Marriott's deceptive and unlawful acts and practices complained of herein affected the public interest and consumers at large, including the millions of New Yorkers affected by the Data Breach.

941. The above deceptive and unlawful practices and acts by Marriott caused substantial injury to Plaintiff and New York Subclass members that they could not reasonably avoid.

942. Plaintiff and New York Subclass members seek all monetary and non-monetary relief allowed by law, including actual damages or statutory damages of $50 (whichever is greater), treble damages, restitution, injunctive relief, and attorney's fees and costs.

CLAIMS ON BEHALF OF THE NORTH CAROLINA SUBCLASS

COUNT 63

NORTH CAROLINA IDENTITY THEFT PROTECTION ACT,

N.C. Gen. Stat. §§ 75-60, et seq.

943. The North Carolina Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the North Carolina Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

944. Marriott is a business that owns or licenses computerized data that includes Personal Information as defined by N.C. Gen. Stat. § 75-61(1).

945. Plaintiff and North Carolina Subclass members are "consumers" as defined by N.C. Gen. Stat. § 75-61(2).

946. Marriott is required to accurately notify Plaintiff and North Carolina Subclass members if it discovers a security breach, or receives notice of a security breach (where unencrypted and unredacted Personal Information was accessed or acquired by unauthorized persons), without unreasonable delay under N.C. Gen. Stat. § 75-65.

947. Plaintiff's and North Carolina Subclass members' Personal Information includes Personal Information as covered under N.C. Gen. Stat. § 75-61(10).

948. Because Marriott discovered a security breach and had notice of a security breach (where unencrypted and unredacted Personal Information was accessed or acquired by

unauthorized persons), Marriott had an obligation to disclose the Data Breach in a timely and accurate fashion as mandated by N.C. Gen. Stat. § 75-65.

949. By failing to disclose the Data Breach in a timely and accurate manner, Marriott violated N.C. Gen. Stat. § 75-65.

950. A violation of N.C. Gen. Stat. § 75-65 is an unlawful trade practice under N.C. Gen. Stat. Art. 2A § 75-1.1.

951. As a direct and proximate result of Marriott's violations of N.C. Gen. Stat. § 75-65, Plaintiff and North Carolina Subclass members suffered damages, as described above.

952. Plaintiff and North Carolina Subclass members seek relief under N.C. Gen. Stat. §§ 75-16 and 16.1, including treble damages and attorney's fees.

COUNT 64

NORTH CAROLINA UNFAIR TRADE PRACTICES ACT,

N.C. Gen. Stat. Ann. §§ 75-1.1, et seq.

953. The North Carolina Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the North Carolina Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

954. Marriott advertised, offered, or sold goods or services in North Carolina and engaged in trade or commerce directly or indirectly affecting the people of North Carolina, as defined by N.C. Gen. Stat. Ann. § 75-1.1(b).

955. Marriott engaged in unfair and deceptive acts and practices in or affecting commerce, in violation of N.C. Gen. Stat. Ann. § 75-1.1, including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and North Carolina Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and North Carolina Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and North Carolina Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and North Carolina Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and North Carolina Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and North Carolina Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

956. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

957. Marriott intended to mislead Plaintiff and North Carolina Subclass members and induce them to rely on its misrepresentations and omissions.

958. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the North Carolina Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

959. Marriott acted intentionally, knowingly, and maliciously to violate North Carolina's Unfair Trade Practices Act, and recklessly disregarded Plaintiff and North Carolina Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

960. As a direct and proximate result of Marriott's unfair and deceptive acts and practices, Plaintiff and class members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods

and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

961. Marriott's conduct as alleged herein was continuous, such that after the first violations of the provisions pled herein, each week that the violations continued constitute separate offenses pursuant to N.C. Gen. Stat. Ann. § 75-8.

962. Plaintiff and North Carolina Subclass members seek all monetary and non-monetary relief allowed by law, including actual damages, treble damages, restitution, and attorneys' fees and costs.

CLAIMS ON BEHALF OF THE NORTH DAKOTA SUBCLASS

COUNT 65

NOTICE OF SECURITY BREACH FOR PERSONAL INFORMATION,

N.D. Cent. Code §§ 51-30-02, et seq.

963. The North Dakota Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the North Dakota Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

964. Marriott is a business that owns or licenses computerized data that includes Personal Information as defined by N.D. Cent. Code § 51-30-01(4). Marriott also maintains computerized data that includes Personal Information which Marriott does not own. Accordingly, it is subject to N.D. Cent. Code §§ 51-30-02 and 03.

965. Plaintiff's and North Dakota Subclass members' Personal Information includes Personal Information covered by N.D. Cent. Code § 51-30-01(4).

966. Marriott is required to give immediate notice of a breach of security of a data system to owners of Personal Information which Marriott does not own, including Plaintiff and North Dakota Subclass members, pursuant to N.D. Cent. Code § 51-30-03.

967. Marriott is required to accurately notify Plaintiff and North Dakota Subclass members if it discovers a security breach, or receives notice of a security breach which may have compromised Personal Information which Marriott owns or licenses, in the most expedient time possible and without unreasonable delay under N.D. Cent. Code § 51-30-02.

968. Because Marriott was aware of a security breach, Marriott had an obligation to disclose the data breach as mandated by N.D. Cent. Code §§ 51-30-02 and 51-30-03.

969. Pursuant to N.D. Cent. Code § 51-30-07, violations of N.D. Cent. Code §§ 51-30-02 and 51-30-03 are unlawful sales or advertising practices which violate chapter 51-15 of the North Dakota Century Code.

970. As a direct and proximate result of Marriott's violations of N.D. Cent. Code §§ 51-30-02 and 51-30-03, Plaintiff and North Dakota Subclass members suffered damages, as described above.

971. Plaintiff and North Dakota Subclass members seek relief under N.D. Cent. Code §§ 51-15-01 et seq., including actual damages and injunctive relief.

COUNT 66

NORTH DAKOTA UNLAWFUL SALES OR ADVERTISING ACT,

N.D. Cent. Code §§ 51-15-01, et seq.

972. The North Dakota Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the North Dakota Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

973. Marriott, Plaintiff, and each member of the North Dakota Subclass is a "person," as defined by N.D. Cent. Code § 51-15-01(4).

974. Marriott sells and advertises "merchandise," as defined by N.D. Cent. Code § 51-15-01(3) and (5).

975. Marriott advertised, offered, or sold goods or services in North Dakota and engaged in trade or commerce directly or indirectly affecting the people of North Dakota.

976. Marriott engaged in deceptive, false, fraudulent, misrepresentative, unconscionable, and substantially injurious acts and practices in connection with the sale and advertisement of merchandise, in violation of N.D. Cent. Code § 51-15-01, including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and North Dakota Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and North Dakota Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and North Dakota Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and North Dakota Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and North Dakota Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and North Dakota Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

977. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

978. The Marriott's above-described acts and practices caused substantial injury to Plaintiff and North Dakota Subclass members that they could not reasonably avoid; this substantial injury outweighed any benefits to consumers or to competition.

979. Marriott intended to mislead Plaintiff and North Dakota Subclass members and induce them to rely on its misrepresentations and omissions.

980. Marriott acted intentionally, knowingly, and maliciously to violate North Dakota's Unlawful Sales or Advertising Law, and recklessly disregarded Plaintiff and North Dakota Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

981. As a direct and proximate result of Marriott's deceptive, unconscionable, and substantially injurious practices, Plaintiff and North Dakota Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

982. Plaintiff and North Dakota Subclass members seek all monetary and non-monetary relief allowed by law, including injunctive relief, damages, restitution, treble damages, civil penalties, and attorneys' fees, costs, and disbursements.

CLAIMS ON BEHALF OF THE OHIO SUBCLASS

COUNT 67

OHIO CONSUMER SALES PRACTICES ACT,

Ohio Rev. Code §§ 1345.01, et seq.

983. The Ohio Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Ohio Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

984. Plaintiff and Ohio Subclass members are "persons," as defined by Ohio Rev. Code § 1345.01(B).

985. Marriott was a "supplier" engaged in "consumer transactions," as defined by Ohio Rev. Code §§ 1345.01(A) & (C).

986. Marriott advertised, offered, or sold goods or services in Ohio and engaged in trade or commerce directly or indirectly affecting the people of Ohio.

987. Marriott engaged in unfair and deceptive acts and practices in connection with a consumer transaction, in violation of Ohio Rev. Code §§ 1345.02, including:

a. Marriott represented that its goods, services, and intangibles had performance characteristics, uses, and benefits that it did not have, in violation of Ohio Rev. Code § 1345.02(B)(1); and

b. Marriott represented that its goods, services, and intangibles were of a particular standard or quality when they were not, in violation of Ohio Rev. Code § 1345(B)(2).

988. Marriott engaged in unconscionable acts and practices in connection with a consumer transaction, in violation of Ohio Rev. Code Ann. § 1345.03, including:

a. Marriott knowingly took advantage of the inability of Plaintiff and the Ohio Subclass to reasonably protect their interest because of their ignorance of the issues discussed herein (Ohio Rev. Code Ann. § 1345.03(B)(1)); and

b. Marriott required Plaintiff and the Ohio Subclass to enter into a consumer transaction on terms that Marriott knew were substantially one-sided in favor of Marriott (Ohio Rev. Code Ann. § 1345.03(B)(5)).

989. Marriott's unfair, deceptive, and unconscionable acts and practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Ohio Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following

previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Ohio Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Ohio Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Ohio Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Ohio Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Ohio Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

990. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

991. Marriott intended to mislead Plaintiff and Ohio Subclass members and induce them to rely on its misrepresentations and omissions.

992. Marriott acted intentionally, knowingly, and maliciously to violate Ohio's Consumer Sales Practices Act, and recklessly disregarded Plaintiff and Ohio Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

993. Marriott's unfair, deceptive, and unconscionable acts and practices complained of herein affected the public interest, including the many Ohioans affected by the Data Breach.

994. As a direct and proximate result of Marriott's unfair, deceptive, and unconscionable acts and practices, Plaintiff and Ohio Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

995. Plaintiff and the Ohio Subclass members seek all monetary and non-monetary relief allowed by law, including declaratory and injunctive relief, the greater of actual and treble damages or statutory damages, attorneys' fees and costs, and any other appropriate relief.

COUNT 68

OHIO DECEPTIVE TRADE PRACTICES ACT,

Ohio Rev. Code §§ 4165.01, et seq.

996. The Ohio Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Ohio Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

997. Marriott, Plaintiff, and Ohio Subclass members are each a "person," as defined by Ohio Rev. Code § 4165.01(D).

998. Marriott advertised, offered, or sold goods or services in Ohio and engaged in trade or commerce directly or indirectly affecting the people of Ohio.

999. Marriott engaged in deceptive trade practices in the course of its business and vocation, in violation of Ohio Rev. Code § 4165.02, including:

a. Representing that its goods and services have characteristics, uses, benefits, or qualities that they do not have, in violation of Ohio Rev. Code § 4165.02(A)(7);

b. Representing that its goods and services are of a particular standard or quality when they are of another, in violation of Ohio Rev. Code § 4165.02(A)(9); and

c. Advertising its goods and services with intent not to sell them as advertise, in violation of Ohio Rev. Code § 4165.02(A)(11).

1000. Marriott's deceptive trade practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Ohio Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Ohio Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Ohio Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Ohio Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Ohio Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Ohio Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

1001. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

1002. Marriott intended to mislead Plaintiff and Ohio Subclass members and induce them to rely on its misrepresentations and omissions.

1003. Marriott acted intentionally, knowingly, and maliciously to violate Ohio's Deceptive Trade Practices Act, and recklessly disregarded Plaintiff and Ohio Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

1004. As a direct and proximate result of Marriott's deceptive trade practices, Plaintiff and Ohio Subclass members have suffered and will continue to suffer injury, ascertainable losses

of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

1005. Plaintiff and Ohio Subclass members seek all monetary and non-monetary relief allowed by law, including injunctive relief, actual damages, restitution, attorneys' fees, and any other relief that is just and proper.

CLAIMS ON BEHALF OF THE OKLAHOMA SUBCLASS

COUNT 69

OKLAHOMA CONSUMER PROTECTION ACT,

Okla. Stat. Tit. 15, §§ 751, et seq.

1006. The Oklahoma Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Oklahoma Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

1007. Marriott is a "person," as meant by Okla. Stat. tit. 15, § 752(1).

1008. Marriott's advertisements, offers of sales, sales, and distribution of goods, services, and other things of value constituted "consumer transactions" as meant by Okla. Stat. tit. 15, § 752(2).

1009. Marriott, in the course of its business, engaged in unlawful practices in violation of Okla. Stat. tit. 15, § 753, including the following:

a. Made false representations, knowingly or with reason to know, as to the characteristics, uses, and benefits of the subjects of its consumer transactions, in violation of Okla. Stat. tit. 15, § 753(5);

b. Represented, knowingly or with reason to know, that the subjects of its consumer transactions were of a particular standard when they were of another, in violation of Okla. Stat. tit 15, § 753(7);

c. Advertised, knowingly or with reason to know, the subjects of its consumer transactions with intent not to sell as advertised, in violation of Okla. Stat. tit 15, § 753 (8);

d. Committed unfair trade practices that offend established public policy and was immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers as defined by section 752(14), in violation of Okla. Stat. tit. 15, § 753(20); and

e. Committed deceptive trade practices that deceived or could reasonably be expected to deceive or mislead a person to the detriment of that person as defined by section 752(13), in violation of Okla. Stat. tit. 15, § 753(20).

1010. Marriott's unlawful practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Oklahoma Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Oklahoma Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Oklahoma Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Oklahoma Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Oklahoma Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Oklahoma Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

1011. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

1012. Marriott intended to mislead Plaintiff and Oklahoma Subclass members and induce them to rely on its misrepresentations and omissions.

1013. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business

and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the Oklahoma Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

1014. The above unlawful practices and acts by Marriott were immoral, unethical, oppressive, unscrupulous, and substantially injurious. These acts caused substantial injury to Plaintiff and Oklahoma Subclass members.

1015. Marriott acted intentionally, knowingly, and maliciously to violate Oklahoma's Consumer Protection Act, and recklessly disregarded Plaintiff and Oklahoma Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

1016. As a direct and proximate result of Marriott's unlawful practices, Plaintiff and Oklahoma Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money

spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

1017. Plaintiff and Oklahoma Subclass members seek all monetary and non-monetary relief allowed by law, including actual damages, civil penalties, and attorneys' fees and costs.

CLAIMS ON BEHALF OF THE OREGON SUBCLASS

COUNT 70

OREGON CONSUMER IDENTITY THEFT PROTECTION ACT,

Or. Rev. Stat. §§ 646A.604(1), et seq.

1018. The Oregon Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Oregon Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

1019. Marriott is a business that maintains records which contain Personal Information, within the meaning of Or. Rev. Stat. § 646A.622(1), about Plaintiff and Oregon Subclass members.

1020. Pursuant to Or. Rev. Stat. § 646A.622(1), a business "that maintains records which contain Personal Information" of an Oregon resident "shall implement and maintain reasonable security measures to protect those records from unauthorized access, acquisition, destruction, use, modification or disclosure."

1021. Marriott violated Or. Rev. Stat. § 646A.622(1) by failing to implement reasonable measures to protect Plaintiff's and Oregon Subclass members' Personal Information.

1022. Marriott is a business that owns, maintains, or otherwise possesses data that includes consumers Personal Information as defined by Or. Rev. Stat. § 646A.604(1).

1023. Plaintiff's and Oregon Subclass members' Personal Information includes Personal Information as covered under Or. Rev. Stat. § 646A.604(1).

1024. Marriott is required to accurately notify Plaintiff and Oregon Subclass members if it becomes aware of a breach of its data security system in the most expeditious time possible and without unreasonable delay under Or. Rev. Stat. § 646A.604(1).

1025. Because Marriott discovered a breach of its security system, it had an obligation to disclose the data breach in a timely and accurate fashion as mandated by Or. Rev. Stat. § 646A.604(1).

1026. By failing to disclose the Data Breach in a timely and accurate manner, Marriott violated Or. Rev. Stat. § 646A.604(1).

1027. Pursuant to Or. Rev. Stat. § 646A.604(9), violations of Or. Rev. Stat. §§ 646A.604(1) and 646A.622(1) are unlawful practices under Or. Rev. Stat. § 646.607.

1028. As a direct and proximate result of Marriott's violations of Or. Rev. Stat. §§ 646A.604(1) and 646A.622(1), Plaintiff and Oregon Subclass members suffered damages, as described above.

1029. Plaintiff and Oregon Subclass members seek relief under Or. Rev. Stat. § 646.638, including actual damages, punitive damages, and injunctive relief.

COUNT 71

OREGON UNLAWFUL TRADE PRACTICES ACT,

Or. Rev. Stat. §§ 646.608, et seq.

1030. The Oregon Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Oregon Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

1031. Marriott is a "person," as defined by Or. Rev. Stat. § 646.605(4).

1032. Marriott engaged in the sale of "goods and services," as defined by Or. Rev. Stat. § 646.605(6)(a).

1033. Marriott sold "goods or services," as defined by Or. Rev. Stat. § 646.605(6)(a).

1034. Marriott advertised, offered, or sold goods or services in Oregon and engaged in trade or commerce directly or indirectly affecting the people of Oregon.

1035. Marriott engaged in unlawful practices in the course of its business and occupation, in violation of Or. Rev. Stat. § 646.608, included the following:

a. Represented that its goods and services have approval, characteristics, uses, benefits, and qualities that they do not have, in violation of Or. Rev. Stat. § 646.608(1)(e);

b. Represented that its goods and services are of a particular standard or quality if they are of another, in violation of Or. Rev. Stat. § 646.608(1)(g);

c. Advertised its goods or services with intent not to provide them as advertised, in violation of Or. Rev. Stat. § 646.608(1)(i); and

d. Concurrent with tender or delivery of its goods and services, failed to disclose any known material defect, in violation of Or. Rev. Stat. § 646.608(1)(t).

1036. Marriott's unlawful practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Oregon Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Oregon Subclass members' Personal Information, including

duties imposed by the FTC Act, 15 U.S.C. § 45, and Oregon's Consumer Identity Theft Protection Act, Or. Rev. Stat. §§ 646A.600, et seq., which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Oregon Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Oregon Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and Oregon's Consumer Identity Theft Protection Act, Or. Rev. Stat. §§ 646A.600, et seq.;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Oregon

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Oregon Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and Oregon's Consumer Identity Theft Protection Act, Or. Rev. Stat. §§ 646A.600, et seq.

1037. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

1038. Marriott intended to mislead Plaintiff and Oregon Subclass members and induce them to rely on its misrepresentations and omissions.

1039. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the Oregon Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

1040. Marriott acted intentionally, knowingly, and maliciously to violate Oregon's Unlawful Trade Practices Act, and recklessly disregarded Plaintiff and Oregon Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

1041. As a direct and proximate result of Marriott's unlawful practices, Plaintiff and Oregon Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

1042. Plaintiff and Oregon Subclass members seek all monetary and non-monetary relief allowed by law, including equitable relief, restitution, actual damages or statutory damages of $200 per violation (whichever is greater), punitive damages, and reasonable attorneys' fees and costs.

CLAIMS ON BEHALF OF THE PENNSYLVANIA SUBCLASS

COUNT 72

PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW,

73 Pa. Cons. Stat. §§ 201-2 & 201-3, et seq.

1043. The Pennsylvania Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Pennsylvania Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

1044. Marriott is a "person", as meant by 73 Pa. Cons. Stat. § 201-2(2).

1045. Plaintiff and Pennsylvania Subclass members purchased goods and services in "trade" and "commerce," as meant by 73 Pa. Cons. Stat. § 201-2(3), primarily for personal, family, and/or household purposes.

1046. Marriott Pennsylvania engaged in unfair methods of competition and unfair or deceptive acts or practices in the conduct of its trade and commerce in violation of 73 Pa. Cons. Stat. Ann. § 201-3, including the following:

a. Representing that its goods and services have characteristics, uses, benefits, and qualities that they do not have (73 Pa. Stat. Ann. § 201-2(4)(v));

b. Representing that its goods and services are of a particular standard or quality if they are another (73 Pa. Stat. Ann. § 201-2(4)(vii)); and

c. Advertising its goods and services with intent not to sell them as advertised (73 Pa. Stat. Ann. § 201-2(4)(ix)).

1047. Marriott's unfair or deceptive acts and practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Pennsylvania Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Pennsylvania Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Pennsylvania Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Pennsylvania Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Pennsylvania Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and

Pennsylvania Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

1048. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

1049. Marriott intended to mislead Plaintiff and Pennsylvania Subclass members and induce them to rely on its misrepresentations and omissions.

1050. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the Pennsylvania Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

1051. Marriott acted intentionally, knowingly, and maliciously to violate Pennsylvania Unfair Trade Practices and Consumer Protection Law, and recklessly disregarded Plaintiff and Pennsylvania Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

1052. As a direct and proximate result of Marriott's unfair methods of competition and unfair or deceptive acts or practices and Plaintiff's and the Pennsylvania Subclass' reliance on

them, Plaintiff and Pennsylvania Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

1053. Plaintiff and Pennsylvania Subclass members seek all monetary and non-monetary relief allowed by law, including actual damages or statutory damages of $100 (whichever is greater), treble damages, restitution, attorneys' fees and costs, and any additional relief the Court deems necessary or proper.

CLAIMS ON BEHALF OF THE PUERTO RICO SUBCLASS

COUNT 73

CITIZEN INFORMATION ON DATA BANKS SECURITY ACT,

P.R. Laws Ann. tit. 10, §§ 4051, et seq.

1054. Plaintiffs, on behalf of the Puerto Rico Subclass, repeat and allege Paragraphs 1-295, as if fully alleged herein.

1055. Marriott is the owner and custodian of databases that include Personal Information as defined by P.R. Laws Ann. Tit. 10, § 4051(a), and is therefore subject to. P.R. Laws Ann. Tit. 10, § 4052.

1056. Plaintiff's and Puerto Rico Subclass members' Personal Information includes personal identifying information as covered under P.R. Laws Ann. Tit. 10, § 4051(a).

1057. Marriott is required to accurately notify Plaintiff and Puerto Rico Subclass members following discovery or notification of a breach of its data security system as expeditiously as possible under P.R. Laws Ann. Tit. 10, § 4052.

1058. Because Marriott discovered a breach of its data security system, Marriott had an obligation to disclose the Data Breach in a timely and accurate fashion as mandated by P.R. Laws Ann. Tit. 10, § 4052.

1059. By failing to disclose the Data Breach in a timely and accurate manner, Marriott violated P.R. Laws Ann. Tit. 10, § 4052.

1060. As a direct and proximate result of Marriott's violations of P.R. Laws Ann. Tit. 10, § 4052, Plaintiff and Puerto Rico Subclass members suffered damages, as described above.

1061. Plaintiff and Puerto Rico Subclass members seek relief under P.R. Laws Ann. Tit. 10, § 4055, including actual damages and injunctive relief.

CLAIMS ON BEHALF OF THE RHODE ISLAND SUBCLASS

COUNT 74

RHODE ISLAND DECEPTIVE TRADE PRACTICES ACT,

R.I. Gen. Laws §§ 6-13.1, et seq.

1062. The Rhode Island Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Rhode Island Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

1063. Plaintiff and Rhode Island Subclass members are each a "person," as defined by R.I. Gen. Laws § 6-13.1-1(3).

1064. Plaintiff and Rhode Island Subclass members purchased goods and services for personal, family, or household purposes.

1065. Marriott advertised, offered, or sold goods or services in Rhode Island and engaged in trade or commerce directly or indirectly affecting the people of Rhode Island, as defined by R.I. Gen. Laws § 6-13.1-1(5).

1066. Marriott engaged in unfair and deceptive acts and practices, in violation of R.I. Gen. Laws § 6-13.1-2, including:

a. Representing that its goods and services have characteristics, uses, and benefits that they do not have (R.I. Gen. Laws § 6-13.1-52(6)(v));

b. Representing that its goods and services are of a particular standard or quality when they are of another (R.I. Gen. Laws § 6-13.1-52(6)(vii));

c. Advertising goods or services with intent not to sell them as advertised (R.I. Gen. Laws § 6-13.1-52(6)(ix));

d. Engaging in any other conduct that similarly creates a likelihood of confusion or misunderstanding (R.I. Gen. Laws § 6-13.1-52(6)(xii));

e. Engaging in any act or practice that is unfair or deceptive to the consumer (R.I. Gen. Laws § 6-13.1-52(6)(xiii)); and

f. Using other methods, acts, and practices that mislead or deceive members of the public in a material respect (R.I. Gen. Laws § 6-13.1-52(6)(xiv)).

1067. Marriott's unfair and deceptive acts include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Rhode Island Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following

previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Rhode Island Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Rhode Island Identity Theft Protection Act of 2015, R.I. Gen. Laws § 11-49.3-2, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Rhode Island Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Rhode Island Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Rhode Island Identity Theft Protection Act of 2015, R.I. Gen. Laws § 11-49.3-2;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Rhode Island Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Rhode Island Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Rhode Island Identity Theft Protection Act of 2015, R.I. Gen. Laws § 11-49.3-2.

1068. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

1069. Marriott intended to mislead Plaintiff and Rhode Island Subclass members and induce them to rely on its misrepresentations and omissions.

1070. Marriott acted intentionally, knowingly, and maliciously to violate Rhode Island's Deceptive Trade Practices Act, and recklessly disregarded Plaintiff and Rhode Island Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

1071. As a direct and proximate result of Marriott's unfair and deceptive acts, Plaintiff and Rhode Island Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

1072. Plaintiff and Rhode Island Subclass members seek all monetary and non-monetary relief allowed by law, including actual damages or statutory damages of $200 per Subclass Member (whichever is greater), punitive damages, injunctive relief, restitution and other equitable relief, and attorneys' fees and costs.

CLAIMS ON BEHALF OF THE SOUTH CAROLINA SUBCLASS

COUNT 75

SOUTH CAROLINA DATA BREACH SECURITY ACT,

S.C. Code Ann. §§ 39-1-90, et seq.

1073. The South Carolina Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the South Carolina Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

1074. Marriott is a business that owns or licenses computerized data or other data that includes personal identifying information as defined by S.C. Code Ann. § 39-1-90(A).

1075. Plaintiff's and South Carolina Subclass members' Personal Information includes personal identifying information as covered under S.C. Code Ann. § 39-1-90(D)(3).

1076. Marriott is required to accurately notify Plaintiff and South Carolina Subclass members following discovery or notification of a breach of its data security system if Personal Information that was not rendered unusable through encryption, redaction, or other methods was, or was reasonably believed to have been, acquired by an unauthorized person, creating a material risk of harm, in the most expedient time possible and without unreasonable delay under S.C. Code Ann. § 39-1-90(A).

1077. Because Marriott discovered a breach of its data security system in which Personal Information that was not rendered unusable through encryption, redaction, or other methods, was, or was reasonably believed to have been, acquired by an unauthorized person, creating a material risk of harm, Marriott had an obligation to disclose the Data Breach in a timely and accurate fashion as mandated by S.C. Code Ann. § 39-1-90(A).

1078. By failing to disclose the Data Breach in a timely and accurate manner, Marriott violated S.C. Code Ann. § 39-1-90(A).

1079. As a direct and proximate result of Marriott's violations of S.C. Code Ann. § 39-1-90(A), Plaintiff and South Carolina Subclass members suffered damages, as described above.

1080. Plaintiff and South Carolina Subclass members seek relief under S.C. Code Ann. § 39-1-90(G), including actual damages and injunctive relief.

COUNT 76

SOUTH CAROLINA UNFAIR TRADE PRACTICES ACT,

S.C. Code Ann. §§ 39-5-10, et seq.

1081. The South Carolina Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the South Carolina Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

1082. Marriott is a "person," as defined by S.C. Code Ann. § 39-5-10(a).

1083. South Carolina's Unfair Trade Practices Act (SC UTPA) prohibits "unfair or deceptive acts or practices in the conduct of any trade or commerce." S.C. Code Ann. § 39-5-20.

1084. Marriott advertised, offered, or sold goods or services in South Carolina and engaged in trade or commerce directly or indirectly affecting the people of South Carolina, as defined by S.C. Code Ann. § 39-5-10(b).

1085. Marriott engaged in unfair and deceptive acts and practices, including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and South Carolina Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and South Carolina Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and South Carolina Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and South Carolina Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and South Carolina Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and South Carolina Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

1086. Marriott's acts and practices had, and continue to have, the tendency or capacity to deceive.

1087. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

1088. Marriott intended to mislead Plaintiff and South Carolina Subclass members and induce them to rely on its misrepresentations and omissions.

1089. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the South Carolina Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

1090. Marriott had a duty to disclose the above-described facts due to the circumstances of this case and the sensitivity and extensivity of the Personal Information in its possession. Such a duty is also implied by law due to the nature of the relationship between consumers—including Plaintiff and the South Carolina Subclass—and Marriott, because consumers are unable to fully protect their interests with regard to the Personal Information in Marriott's possession, and place trust and confidence in Marriott. Marriott's duty to disclose also arose from its:

a. Possession of exclusive knowledge regarding the security of the data in its systems;

b. Active concealment of the state of its security; and/or

c. Incomplete representations about the security and integrity of its computer and data systems, and its prior data breaches, while purposefully withholding material facts from Plaintiff and the South Carolina Subclass that contradicted these representations.

1091. Marriott's business acts and practices offend an established public policy, or are immoral, unethical, or oppressive. Marriott's acts and practices offend established public policies that seek to protect consumers' Personal Information and ensure that entities entrusted with Personal Information use appropriate security measures. These public policies are reflected in laws such as the FTC Act, 15 U.S.C. § 45, and the South Carolina Data Breach Security Act, S.C. Code § 39-1-90, et seq.

1092. Marriott's failure to implement and maintain reasonable security measures was immoral, unethical, or oppressive in light of Marriott's long history of inadequate data security and previous data breaches and the sensitivity and extensivity of Personal Information in its possession.

1093. Marriott's unfair and deceptive acts or practices adversely affected the public interest because such acts or practices have the potential for repetition; Marriott engages in such acts or practices as a general rule; and such acts or practices impact the public at large, including the many South Carolinians impacted by the Data Breach.

1094. Marriott's unfair and deceptive acts or practices have the potential for repetition because the same kinds of actions occurred in the past, including past data breaches, thus making it likely that these acts or practices will continue to occur if left undeterred. Additionally, Marriott's policies and procedures, such as its security practices, create the potential for recurrence of the complained-of business acts and practices.

1095. Marriott's violations present a continuing risk to Plaintiff and South Carolina Subclass members as well as to the general public.

1096. Marriott intended to mislead Plaintiff and South Carolina Subclass members and induce them to rely on its misrepresentations and omissions.

1097. Marriott acted intentionally, knowingly, and maliciously to violate South Carolina's Unfair Trade Practices Act, and recklessly disregarded Plaintiff and South Carolina Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate. In light of this conduct, punitive damages would serve the interest of society in punishing and warning others not to engage in such conduct, and would deter Marriott and others from committing similar conduct in the future.

1098. As a direct and proximate result of Marriott's unfair and deceptive acts or practices, Plaintiff and South Carolina Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

1099. Plaintiff and South Carolina Subclass members seek all monetary and non-monetary relief allowed by law, including damages for their economic losses; treble damages; punitive damages; injunctive relief; and reasonable attorneys' fees and costs.

CLAIMS ON BEHALF OF THE SOUTH DAKOTA SUBCLASS

COUNT 77

SOUTH DAKOTA DECEPTIVE TRADE PRACTICES AND CONSUMER PROTECTION ACT,

S.D. Codified Laws §§ 37-24-1, et seq.

1100. The South Dakota Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the South Dakota Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

1101. Marriott is a "person," as defined by S.D. Codified Laws § 37-24-1(8).

1102. Marriott advertises and sells "merchandise," as defined by S.D. Codified Laws § 37-24-1(6), (7), & (13).

1103. Marriott advertised, offered, or sold goods or services in South Dakota and engaged in trade or commerce directly or indirectly affecting the people of South Dakota, as defined by S.D. Codified Laws § 37-24-1(6), (7), & (13).

1104. Marriott knowingly engaged in deceptive acts or practices, misrepresentation, concealment, suppression, or omission of material facts in connection with the sale and advertisement of goods or services, in violation of S.D. Codified Laws § 37-24-6, including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and South Dakota Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and South Dakota Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and South Dakota Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and South Dakota Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and South Dakota Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and South Dakota Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

1105. Marriott intended to mislead Plaintiff and South Dakota Subclass members and induce them to rely on its misrepresentations and omissions.

1106. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

1107. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the South Dakota Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

1108. Marriott had a duty to disclose the above facts because Plaintiff and the South Dakota Subclass members reposed a trust and confidence in Marriott when they provided their Personal Information to Marriott in exchange for Marriott's services. In addition, such a duty is implied by law due to the nature of the relationship between consumers, including Plaintiff and the South Dakota Subclass, and Marriott because consumers are unable to fully protect their interests with regard to their data, and have placed trust and confidence in Marriott. Marriott's duty to disclose also arose from its:

a. Possession of exclusive knowledge regarding the security of the data in its systems;

b. Active concealment of the state of its security; and/or

c. Incomplete representations about the security and integrity of its computer and data systems, and its prior data breaches, while purposefully withholding material facts from Plaintiff and the South Dakota Subclass that contradicted these representations.

1109. As a direct and proximate result of Marriott's deceptive acts or practices, misrepresentations, and concealment, suppression, and/or omission of material facts, Plaintiff and South Dakota Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

1110. Marriott's violations present a continuing risk to Plaintiff and South Dakota Subclass members as well as to the general public.

1111. Plaintiff and South Dakota Subclass members seek all monetary and non-monetary relief allowed by law, including actual damages, restitution, injunctive relief, and reasonable attorneys' fees and costs.

CLAIMS ON BEHALF OF THE TENNESSEE SUBCLASS

COUNT 78

TENNESSEE PERSONAL CONSUMER INFORMATION RELEASE ACT,

Tenn. Code Ann. §§ 47-18-2107, et seq.

1112. The Tennessee Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Tennessee Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

1113. Marriott is a business that owns or licenses computerized data that includes Personal Information as defined by Tenn. Code Ann. § 47-18-2107(a)(2).

1114. Plaintiff's and Tennessee Subclass members' Personal Information includes Personal Information as covered under Tenn. Code Ann. § 47-18- 2107(a)(3)(A).

1115. Marriott is required to accurately notify Plaintiff and Tennessee Subclass members following discovery or notification of a breach of its data security system in which unencrypted Personal Information was, or is reasonably believed to have been, acquired by an unauthorized person, in the most expedient time possible and without unreasonable delay under Tenn. Code Ann. § 47-18-2107(b).

1116. Because Marriott discovered a breach of its security system in which unencrypted Personal Information was, or is reasonably believed to have been, acquired by an unauthorized person, Marriott had an obligation to disclose the Data Breach in a timely and accurate fashion as mandated by Tenn. Code Ann. § 47-18-2107(b).

1117. By failing to disclose the Data Breach in a timely and accurate manner, Marriott violated Tenn. Code Ann. § 47-18-2107(b).

1118. As a direct and proximate result of Marriott's violations of Tenn. Code Ann. § 47-18-2107(b), Plaintiff and Tennessee Subclass members suffered damages, as described above.

1119. Plaintiff and Tennessee Subclass members seek relief under Tenn. Code Ann. §§ 47-18-2107(h), 47-18-2104(d), and 47-18-2104(f), including actual damages, injunctive relief, and treble damages.

COUNT 79

TENNESSEE CONSUMER PROTECTION ACT,

Tenn. Code Ann. §§ 47-18-101, et seq.

1120. The Tennessee Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Tennessee Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

1121. Marriott is a "person," as defined by Tenn. Code § 47-18-103(13).

1122. Plaintiff and Tennessee Subclass members are "consumers," as meant by Tenn. Code § 47-18-103(2).

1123. Marriott advertised and sold "goods" or "services" in "consumer transaction[s]," as defined by Tenn. Code §§ 47-18-103(7), (18) & (19).

1124. Marriott advertised, offered, or sold goods or services in Tennessee and engaged in trade or commerce directly or indirectly affecting the people of Tennessee, as defined by Tenn. Code §§ 47-18-103(7), (18) & (19). And Marriott's acts or practices affected the conduct of trade or commerce, under Tenn. Code § 47-18-104.

1125. Marriott's unfair and deceptive acts and practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Tennessee Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Tennessee Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Tennessee Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Tennessee Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Tennessee Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

1126. Marriott intended to mislead Plaintiff and Tennessee Subclass members and induce them to rely on its misrepresentations and omissions.

1127. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

1128. Had Marriott disclosed to Plaintiff and Tennessee Subclass members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiff's and Tennessee Subclass members' Personal Information as part of the services Marriott provided and

for which Plaintiff and Tennessee Subclass members paid without advising Plaintiff and Tennessee Subclass members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiff's and Tennessee Subclass members' Personal Information. Accordingly, Plaintiff and the Tennessee Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

1129. Marriott had a duty to disclose the above facts due to the circumstances of this case and the sensitivity and extensivity of the Personal Information in its possession. This duty arose because Plaintiff and the Tennessee Subclass members reposed a trust and confidence in Marriott when they provided their Personal Information to Marriott in exchange for Marriott's services. In addition, such a duty is implied by law due to the nature of the relationship between consumers, including Plaintiff and the Tennessee Subclass, and Marriott because consumers are unable to fully protect their interests with regard to their data, and placed trust and confidence in Marriott. Marriott's duty to disclose also arose from its:

a. Possession of exclusive knowledge regarding the security of the data in its systems;

b. Active concealment of the state of its security; and/or

c. Incomplete representations about the security and integrity of its computer and data systems, and its prior data breaches, while purposefully withholding material facts from Plaintiff and the Tennessee Subclass that contradicted these representations.

1130. Marriott's "unfair" acts and practices caused or were likely to cause substantial injury to consumers which was not reasonably avoidable by consumers themselves and not outweighed by countervailing benefits to consumers or to competition.

1131. The injury to consumers was and is substantial because it was non-trivial and non-speculative; and involved a monetary injury and/or an unwarranted risk to the safety of their

Personal Information or the security of their identity or credit. The injury to consumers was substantial not only because it inflicted harm on a significant number of consumers, but also because it inflicted a significant amount of harm on each consumer.

1132. Consumers could not have reasonably avoided injury because Marriott's business acts and practices unreasonably created or took advantage of an obstacle to the free exercise of consumer decision-making. By withholding important information from consumers about the inadequacy of its data security, Marriott created an asymmetry of information between it and consumers that precluded consumers from taking action to avoid or mitigate injury.

1133. Marriott's inadequate data security had no countervailing benefit to consumers or to competition.

1134. By misrepresenting and omitting material facts about its data security and failing to comply with its common law and statutory duties pertaining to data security (including its duties under the FTC Act), Marriott violated the following provisions of Tenn. Code § 47-18-104(b):

a. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have;

b. Representing that goods or services are of a particular standard, quality or grade, if they are of another;

c. Advertising goods or services with intent not to sell them as advertised;

d. Representing that a consumer transaction confers or involves rights, remedies or obligations that it does not have or involve.

1135. Marriott acted intentionally, knowingly, and maliciously to violate Tennessee's Consumer Protection Act, and recklessly disregarded Plaintiff and Tennessee Subclass members'

rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

1136. As a direct and proximate result of Marriott's unfair and deceptive acts or practices, Plaintiff and Tennessee Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

1137. Marriott's violations present a continuing risk to Plaintiff and Tennessee Subclass members as well as to the general public.

1138. Plaintiff and Tennessee Subclass members seek all monetary and non-monetary relief allowed by law, including injunctive relief, actual damages, treble damages for each willful or knowing violation, attorneys' fees and costs, and any other relief that is necessary and proper.

CLAIMS ON BEHALF OF THE TEXAS SUBCLASS

COUNT 80

DECEPTIVE TRADE PRACTICES—CONSUMER PROTECTION ACT,

Texas Bus. & Com. Code §§ 17.41, et seq.

1139. The Texas Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Texas Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

1140. Marriott is a "person," as defined by Tex. Bus. & Com. Code § 17.45(3).

1141. Plaintiffs and the Texas Subclass members are "consumers," as defined by Tex. Bus. & Com. Code § 17.45(4).

1142. Marriott advertised, offered, or sold goods or services in Texas and engaged in trade or commerce directly or indirectly affecting the people of Texas, as defined by Tex. Bus. & Com. Code § 17.45(6).

1143. Marriott engaged in false, misleading, or deceptive acts and practices, in violation of Tex. Bus. & Com. Code § 17.46(b), including:

a. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have;

b. Representing that goods or services are of a particular standard, quality or grade, if they are of another;

c. Advertising goods or services with intent not to sell them as advertised.

1144. Marriott's false, misleading, and deceptive acts and practices include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Texas Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Texas Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and Texas's data security statute, Tex.

Bus. & Com. Code § 521.052, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Texas Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Texas Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and Texas's data security statute, Tex. Bus. & Com. Code § 521.052;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Texas Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Texas Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and Texas's data security statute, Tex. Bus. & Com. Code § 521.052.

1145. Marriott intended to mislead Plaintiff and Texas Subclass members and induce them to rely on its misrepresentations and omissions.

1146. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

1147. Had Marriott disclosed to Plaintiffs and class members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business

and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiffs' and class members' Personal Information as part of the services Marriott provided and for which Plaintiffs and class members paid without advising Plaintiffs and class members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiffs' and class members' Personal Information. Accordingly, Plaintiff and the Texas Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

1148. Marriott had a duty to disclose the above facts due to the circumstances of this case and the sensitivity and extensivity of the Personal Information in its possession. This duty arose because Plaintiffs and the Texas Subclass members reposed a trust and confidence in Marriott when they provided their Personal Information to Marriott in exchange for Marriott's services. In addition, such a duty is implied by law due to the nature of the relationship between consumers, including Plaintiffs and the Texas Subclass, and Marriott because consumers are unable to fully protect their interests with regard to their data, and placed trust and confidence in Marriott. Marriott's duty to disclose also arose from its:

a. Possession of exclusive knowledge regarding the security of the data in its systems;

b. Active concealment of the state of its security; and/or

c. Incomplete representations about the security and integrity of its computer and data systems, and its prior data breaches, while purposefully withholding material facts from Plaintiffs and the Texas Subclass that contradicted these representations.

1149. Marriott engaged in unconscionable actions or courses of conduct, in violation of Tex. Bus. & Com. Code Ann. § 17.50(a)(3). Marriott engaged in acts or practices which, to

consumers' detriment, took advantage of consumers' lack of knowledge, ability, experience, or capacity to a grossly unfair degree.

1150. Consumers, including Plaintiffs and Texas Subclass members, lacked knowledge about deficiencies in Marriott's data security because this information was known exclusively by Marriott. Consumers also lacked the ability, experience, or capacity to secure the Personal Information in Marriott's possession or to fully protect their interests with regard to their data. Plaintiffs and Texas Subclass members lack expertise in information security matters and do not have access to Marriott's systems in order to evaluate its security controls. Marriott took advantage of its special skill and access to Personal Information to hide its inability to protect the security and confidentiality of Plaintiffs and Texas Subclass members' Personal Information.

1151. Marriott intended to take advantage of consumers' lack of knowledge, ability, experience, or capacity to a grossly unfair degree, with reckless disregard of the unfairness that would result. The unfairness resulting from Marriott's conduct is glaringly noticeable, flagrant, complete, and unmitigated. The Data Breach, which resulted from Marriott's unconscionable business acts and practices, exposed Plaintiffs and Texas Subclass members to a wholly unwarranted risk to the safety of their Personal Information and the security of their identity or credit, and worked a substantial hardship on a significant and unprecedented number of consumers. Plaintiffs and Texas Subclass members cannot mitigate this unfairness because they cannot undo the data breach.

1152. Marriott acted intentionally, knowingly, and maliciously to violate Texas's Deceptive Trade Practices-Consumer Protection Act, and recklessly disregarded Plaintiff and Texas Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

1153. As a direct and proximate result of Marriott's unconscionable and deceptive acts or practices, Plaintiffs and Texas Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

1154. Marriott's unconscionable and deceptive acts or practices were a producing cause of Plaintiffs' and Texas Subclass members' injuries, ascertainable losses, economic damages, and non-economic damages, including their mental anguish.

1155. Marriott's violations present a continuing risk to Plaintiffs and Texas Subclass members as well as to the general public.

1156. Plaintiffs and the Texas Subclass seek all monetary and non-monetary relief allowed by law, including economic damages; damages for mental anguish; treble damages for each act committed intentionally or knowingly; restitution; court costs; reasonably and necessary attorneys' fees; injunctive relief; and any other relief which the court deems proper.

CLAIMS ON BEHALF OF THE UTAH SUBCLASS

COUNT 81

UTAH CONSUMER SALES PRACTICES ACT,

Utah Code §§ 13-11-1, et seq.

1157. The Utah Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Utah Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

1158. Marriott is a "person," as defined by Utah Code § 13-11-1(5).

1159. Marriott is a "supplier," as defined by Utah Code § 13-11-1(6), because it regularly solicits, engages in, or enforces "consumer transactions," as defined by Utah Code § 13-11-1(2).

1160. Marriott engaged in deceptive and unconscionable acts and practices in connection with consumer transactions, in violation of Utah Code § 13-11-4 and Utah Code § 13-11-5, including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Utah Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Utah Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Utah Protection of Personal

Information Act, Utah Code § 13-44-201, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Utah Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Utah Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Utah Protection of Personal Information Act, Utah Code § 13-44-201;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Utah Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, and the Utah Protection of Personal Information Act, Utah Code § 13-44-201.

1161. Marriott intended to mislead Plaintiff and Utah Subclass members and induce them to rely on its misrepresentations and omissions.

1162. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

1163. Had Marriott disclosed to Plaintiff and Utah Subclass members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in

business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiff's and Utah Subclass members' Personal Information as part of the services Marriott provided and for which Plaintiff and Utah Subclass members paid without advising Plaintiff and Utah Subclass members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiff's and Utah Subclass members' Personal Information. Accordingly, Plaintiff and the Utah Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

1164. Marriott had a duty to disclose the above facts due to the circumstances of this case and the sensitivity and extensivity of the Personal Information in its possession. This duty arose because Plaintiff and the Utah Subclass members reposed a trust and confidence in Marriott when they provided their Personal Information to Marriott in exchange for Marriott's services. In addition, such a duty is implied by law due to the nature of the relationship between consumers, including Plaintiff and the Utah Subclass, and Marriott because consumers are unable to fully protect their interests with regard to their data, and placed trust and confidence in Marriott. Marriott's duty to disclose also arose from its:

a. Possession of exclusive knowledge regarding the security of the data in its systems;

b. Active concealment of the state of its security; and/or

c. Incomplete representations about the security and integrity of its computer and data systems, and its prior data breaches, while purposefully withholding material facts from Plaintiff and the Utah Subclass that contradicted these representations.

1165. Marriott intentionally or knowingly engaged in deceptive acts or practices, violating Utah Code § 13-11-4(2) by:

a. indicating that the subject of a consumer transaction has sponsorship, approval, performance characteristics, accessories, uses, or benefits, if it has not;

b. indicating that the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not;

c. indicating that the subject of a consumer transaction has been supplied in accordance with a previous representation, if it has not;

d. indicating that the subject of a consumer transaction will be supplied in greater quantity (e.g. more data security) than the supplier intends.

1166. Marriott engaged in unconscionable acts and practices that were oppressive and led to unfair surprise, as shown in the setting, purpose, and effect of those acts and practices. Marriott's acts and practices unjustly imposed hardship on Plaintiff and the Utah Subclass by imposing on them, through no fault of their own, an increased and imminent risk of fraud and identity theft; substantial cost in time and expenses related to monitoring their financial accounts for fraudulent activity and cancelling and replacing passports; and lost value of their Personal Information. The deficiencies in Marriott's data security, and the material misrepresentations and omissions concerning those deficiencies, led to unfair surprise to Plaintiff and the Utah Subclass when the data breach occurred.

1167. In addition, there was an overall imbalance in the obligations and rights imposed by the consumer transactions in question, based on the mores and industry standards of the time and place where they occurred. Societal standards required Marriott, as one of the largest hotel conglomerates that collects, maintains, and compiles its customers' Personal Information, to adequately secure Personal Information in its possession. There is a substantial imbalance between

the obligations and rights of consumers, such as Plaintiff and the Utah Subclass, and Marriott, which has complete control over the Personal Information in its possession.

1168. Marriott's acts and practices were also procedurally unconscionable because consumers, including Plaintiff and the Utah Subclass, had no practicable option but to have their Personal Information stored in Marriott's systems if they wanted to utilize Marriott's services. Marriott exploited this imbalance in power, and the asymmetry of information about its data security, to profit by inadequately securing the Personal Information in its systems.

1169. As a direct and proximate result of Marriott's unconscionable and deceptive acts or practices, Plaintiffs and Utah Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

1170. Marriott's violations present a continuing risk to Plaintiffs and Utah Subclass members as well as to the general public.

1171. Plaintiff and Utah Subclass members seek all monetary and non-monetary relief allowed by law, including actual damages, statutory damages of $2,000 per violation, amounts necessary to avoid unjust enrichment, under Utah Code §§ 13-11-19, et seq.; injunctive relief; and reasonable attorneys' fees and costs.

CLAIMS ON BEHALF OF THE VERMONT SUBCLASS

COUNT 82

VERMONT CONSUMER FRAUD ACT,

Vt. Stat. Ann. Tit. 9, §§ 2451, et seq.

1172. The Vermont Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Vermont Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

1173. Plaintiff and Vermont Subclass members are "consumers," as defined by Vt. Stat. Ann. tit. 9, § 2451a(a).

1174. Marriott's conduct as alleged herein related to "goods" or "services" for personal, family, or household purposes, as defined by Vt. Stat. Ann. tit. 9, § 2451a(b).

1175. Marriott is a "seller," as defined by Vt. Stat. Ann. tit. 9, § 2451a(c).

1176. Marriott advertised, offered, or sold goods or services in Vermont and engaged in trade or commerce directly or indirectly affecting the people of Vermont.

1177. Marriott engaged in unfair and deceptive acts or practices, in violation of Vt. Stat. tit. 9, § 2453(a), including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Vermont Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Vermont Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Vermont Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Vermont Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Vermont Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Vermont Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

1178. Marriott intended to mislead Plaintiff and Vermont Subclass members and induce them to rely on its misrepresentations and omissions.

1179. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

1180. Under the circumstances, consumers had a reasonable interpretation of Marriott's representations and omissions.

1181. Marriott had a duty to disclose these facts due to the circumstances of this case and the sensitivity and extensivity of the Personal Information in its possession. This duty arose because Plaintiff and the Vermont Subclass members reposed a trust and confidence in Marriott when they provided their Personal Information to Marriott in exchange for Marriott's services. In addition, such a duty is implied by law due to the nature of the relationship between consumers, including Plaintiff and the Vermont Subclass, and Marriott because consumers are unable to fully protect their interests with regard to their data, and placed trust and confidence in Marriott. Marriott's duty to disclose also arose from its:

a. Possession of exclusive knowledge regarding the security of the data in its systems;

b. Active concealment of the state of its security; and/or

c. Incomplete representations about the security and integrity of its computer and data systems, and its prior data breaches, while purposefully withholding material facts from Plaintiff and the Vermont Subclass that contradicted these representations.

1182. Marriott's acts and practices caused or were likely to cause substantial injury to consumers, which was not reasonably avoidable by consumers themselves and not outweighed by countervailing benefits to consumers or to competition.

1183. The injury to consumers was and is substantial because it was non-trivial and non-speculative; and involved a concrete monetary injury and/or an unwarranted risk to the safety of their Personal Information or the security of their identity or credit. The injury to consumers was substantial not only because it inflicted harm on a significant number of consumers, but also because it inflicted a significant amount of harm on each consumer.

1184. Consumers could not have reasonably avoided injury because Marriott's business acts and practices unreasonably created or took advantage of an obstacle to the free exercise of

consumer decision-making. By withholding important information from consumers about the inadequacy of its data security, Marriott created an asymmetry of information between it and consumers that precluded consumers from taking action to avoid or mitigate injury.

1185. Marriott's inadequate data security had no countervailing benefit to consumers or to competition.

1186. Marriott is presumed, as a matter of law under Vt. Stat. Ann. tit. 9, § 2457, to have intentionally violated the Vermont Consumer Protection Act because it failed to sell goods or services in the manner and of the nature advertised or offered.

1187. Marriott acted intentionally, knowingly, and maliciously to violate Vermont's Consumer Fraud Act, and recklessly disregarded Plaintiff and Vermont Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

1188. As a direct and proximate result of Marriott's unfair and deceptive acts or practices, Plaintiffs and Vermont Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

1189. Marriott's violations present a continuing risk to Plaintiffs and Vermont Subclass members as well as to the general public.

1190. Plaintiff and Vermont Subclass members seek all monetary and non-monetary relief allowed by law, including injunctive relief, restitution, actual damages, disgorgement of profits, treble damages, punitive/exemplary damages, and reasonable attorneys' fees and costs.

CLAIMS ON BEHALF OF THE VIRGIN ISLANDS SUBCLASS

COUNT 83

IDENTITY THEFT PREVENTION ACT,

V.I. Code Ann. tit. 14 §§ 2208, et seq.

1191. Plaintiffs, on behalf of the Virgin Islands Subclass, repeat and allege Paragraphs 1-295, as if fully alleged herein.

1192. Marriott is a business that owns or licenses computerized data that includes Personal Information as defined by V.I Code Ann. tit. 14 § 2201(a). Marriott also maintains computerized data that includes Personal Information which Marriott does not own. Accordingly, it is subject to V.I Code Ann. tit. 14 §§ 2208(a) and (b).

1193. Virgin Islands Subclass members' Personal Information includes Personal Information covered by V.I Code Ann. tit. 14 § 2201(a).

1194. Marriott is required to give immediate notice of a breach of security of a data system to owners of Personal Information which Marriott does not own, including Virgin Islands Subclass members, pursuant to V.I Code Ann. tit. 14 § 2208(b).

1195. Marriott is required to accurately notify Virgin Islands Subclass members if it discovers a security breach, or receives notice of a security breach which may have compromised Personal Information which Marriott owns or licenses, in the most expedient time possible and without unreasonable delay under V.I Code Ann. tit. 14 § 2208(a).

1196. Because Marriott was aware of a security breach, Marriott had an obligation to disclose the data breach as mandated by V.I Code Ann. tit. 14 § 2208.

1197. As a direct and proximate result of Marriott's violations of V.I Code Ann. tit. 14 §§ 2208(a) and (b), Virgin Islands Subclass members suffered damages, as described above.

1198. Virgin Islands Subclass members seek relief under V.I Code Ann. tit. 14 §§ 2211(a) and (b), including actual damages, and injunctive relief.

COUNT 84

VIRGIN ISLANDS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT,

Virgin Islands Code tit. 12A, §§ 301, et seq.

1199. Plaintiffs, on behalf of the Virgin Islands Subclass, repeat and allege Paragraphs 1-295, as if fully alleged herein.

1200. Marriott is a "person," as defined by V.I. Code tit. 12A, § 303(h).

1201. Plaintiff and Virgin Islands Subclass members are "consumers," as defined by V.I. Code tit. 12A, § 303(d).

1202. Marriott advertised, offered, or sold goods or services in the Virgin Islands and engaged in trade or commerce directly or indirectly affecting the people of the Virgin Islands.

1203. Marriott engaged in unfair and deceptive acts and practices, in violation of V.I. Code tit. 12A, § 304, including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Virgin Islands Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Virgin Islands Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Virgin Islands Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Virgin Islands Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Virgin Islands Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Virgin Islands Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

1204. Marriott's acts and practices were "unfair" under V.I. Code tit. 12A, § 304 because they caused or were likely to cause substantial injury to consumers which was not reasonably avoidable by consumers themselves and not outweighed by countervailing benefits to consumers or to competition.

1205. The injury to consumers from Marriott's conduct was and is substantial because it was non-trivial and non-speculative; and involved a monetary injury and/or an unwarranted risk

to the safety of their Personal Information or the security of their identity or credit. The injury to consumers was substantial not only because it inflicted harm on a significant number of consumers, but also because it inflicted a significant amount of harm on each consumer.

1206. Consumers could not have reasonably avoided injury because Marriott's business acts and practices unreasonably created or took advantage of an obstacle to the free exercise of consumer decision-making. By withholding important information from consumers about the inadequacy of its data security, Marriott created an asymmetry of information between it and consumers that precluded consumers from taking action to avoid or mitigate injury.

1207. Marriott's inadequate data security had no countervailing benefit to consumers or to competition.

1208. Marriott's acts and practices were "deceptive" under V.I. Code tit. 12A, §§ 303 & 304 because Marriott made representations or omissions of material facts that had the capacity, tendency or effect of deceiving or misleading consumers, including Plaintiff and Virgin Islands Subclass members.

1209. Marriott intended to mislead Plaintiff and Virgin Island Subclass members and induce them to rely on its misrepresentations and omissions.

1210. Marriott's representations and omissions were material because they were likely to unfairly influence or deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

1211. Marriott had a duty to disclose the above-described facts due to the circumstances of this case and the sensitivity and extensivity of the Personal Information in its possession. This duty arose because Plaintiff and the Virgin Islands Subclass members reposed a trust and confidence in Marriott when they provided their Personal Information to Marriott in exchange for

Marriott's services. In addition, such a duty is implied by law due to the nature of the relationship between consumers—including Plaintiff and the Virgin Islands Subclass—and Marriott, because consumers are unable to fully protect their interests with regard to their data, and placed trust and confidence in Marriott. Marriott's duty to disclose also arose from its:

a. Possession of exclusive knowledge regarding the security of the data in its systems;

b. Active concealment of the state of its security; and/or

c. Incomplete representations about the security and integrity of its computer and data systems, and its prior data breaches, while purposefully withholding material facts from Plaintiff and the Virgin Islands Subclass that contradicted these representations.

1212. Marriott acted intentionally, knowingly, and maliciously to violate the Virgin Island's Consumer Fraud and Deceptive Business Practices Act, and recklessly disregarded Plaintiff and Virgin Islands Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate. Marriott intentionally hid the inadequacies in its data security, callously disregarding the rights of consumers.

1213. As a direct and proximate result of Marriott's unfair and deceptive acts or practices, Plaintiff and Virgin Islands Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent

activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

1214. Marriott's violations present a continuing risk to Plaintiff and Virgin Islands Subclass members as well as to the general public.

1215. Plaintiff and Virgin Islands Subclass members seek all monetary and non-monetary relief allowed by law, including compensatory, consequential, treble, punitive, and equitable damages under V.I. Code tit. 12A, § 331; injunctive relief; and reasonable attorneys' fees and costs.

COUNT 85

VIRGIN ISLANDS CONSUMER PROTECTION LAW,

V.I. Code tit. 12A, §§101, et seq.

1216. Plaintiffs, on behalf of the Virgin Islands Subclass, repeat and allege Paragraphs 1-295, as if fully alleged herein.

1217. Marriott is a "merchant," as defined by V.I. Code tit. 12A, § 102(e).

1218. Plaintiff and Virgin Islands Subclass members are "consumers," as defined by V.I. Code tit. 12A, § 102(d).

1219. Marriott sells and offers for sale "consumer goods" and "consumer services," as defined by V.I. Code tit. 12A, § 102(c).

1220. Marriott engaged in deceptive acts and practices, in violation of V.I. Code tit. 12A, § 101, including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Virgin Islands Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Virgin Islands Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Virgin Islands Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Virgin Islands Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Virgin Islands Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Virgin Islands Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

1221. Marriott's acts and practices were "deceptive trade practices" under V.I. Code tit. 12A, § 102(a) because Marriott:

a. Represented that goods or services have sponsorship, approval, accessories, characteristics, ingredients, uses, benefits, or quantities that they do not have; or that goods or services are of particular standard, quality, grade, style or model, if they are of another;

b. Used exaggeration, innuendo or ambiguity as to a material fact or failure to state a material fact if such use deceives or tends to deceive;

c. Offered goods or services with intent not to sell them as offered;

d. Stated that a consumer transaction involves consumer rights, remedies or obligations that it does not involve.

1222. Marriott's acts and practices were also "deceptive" under V.I. Code tit. 12A, § 101 because Marriott made representations or omissions of material facts that had the capacity, tendency or effect of deceiving or misleading consumers, including Plaintiff and Virgin Islands Subclass members.

1223. Marriott intended to mislead Plaintiff and Virgin Islands Subclass members and induce them to rely on its misrepresentations and omissions.

1224. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

1225. Marriott had a duty to disclose the above-described facts due to the circumstances of this case and the sensitivity and extensivity of the Personal Information in its possession. This duty arose because Plaintiff and the Virgin Islands Subclass members reposed a trust and confidence in Marriott when they provided their Personal Information to Marriott in exchange for Marriott's services. In addition, such a duty is implied by law due to the nature of the relationship

between consumers—including Plaintiff and the Virgin Islands Subclass—and Marriott, because consumers are unable to fully protect their interests with regard to their data, and placed trust and confidence in Marriott. Marriott's duty to disclose also arose from its:

a. Possession of exclusive knowledge regarding the security of the data in its systems;

b. Active concealment of the state of its security; and/or

c. Incomplete representations about the security and integrity of its computer and data systems, and its prior data breaches, while purposefully withholding material facts from Plaintiff and the Virgin Islands Subclass that contradicted these representations.

1226. Marriott acted intentionally, knowingly, and maliciously to violate the Virgin Island's Consumer Protection Law, and recklessly disregarded Plaintiff and Virgin Island Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

1227. As a direct and proximate result of Marriott's deceptive acts or practices, Plaintiff and Virgin Islands Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

1228. Marriott's violations present a continuing risk to Plaintiff and Virgin Islands Subclass members as well as to the general public.

1229. Plaintiff and Virgin Islands Subclass members seek all monetary and non-monetary relief allowed by law, including declaratory relief; injunctive relief; the greater of actual damages or $500 per violation; compensatory, consequential, treble, and punitive damages; restitution; disgorgement; and reasonable attorneys' fees and costs.

CLAIMS ON BEHALF OF THE VIRGINIA SUBCLASS

COUNT 86

VIRGINIA PERSONAL INFORMATION BREACH NOTIFICATION ACT,

Va. Code. Ann. §§ 18.2-186.6, et seq.

1230. The Virginia Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Virginia Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

1231. Marriott is required to accurately notify Plaintiff and Virginia Subclass members following discovery or notification of a breach of its data security system if unencrypted or unredacted Personal Information was or is reasonably believed to have been accessed and acquired by an unauthorized person who will, or it is reasonably believed who will, engage in identify theft or another fraud, without unreasonable delay under Va. Code Ann. § 18.2-186.6(B).

1232. Marriott is an entity that owns or licenses computerized data that includes Personal Information as defined by Va. Code Ann. § 18.2-186.6(B).

1233. Plaintiff's and Virginia Subclass members' Personal Information includes Personal Information as covered under Va. Code Ann. § 18.2-186.6(A).

1234. Because Marriott discovered a breach of its security system in which unencrypted or unredacted Personal Information was or is reasonably believed to have been accessed and acquired by an unauthorized person, who will, or it is reasonably believed who will, engage in

identify theft or another fraud, Marriott had an obligation to disclose the data breach in a timely and accurate fashion as mandated by Va. Code Ann. § 18.2-186.6(B).

1235. By failing to disclose the Data Breach in a timely and accurate manner, Marriott violated Va. Code Ann. § 18.2-186.6(B).

1236. As a direct and proximate result of Marriott's violations of Va. Code Ann. § 18.2-186.6(B), Plaintiff and Virginia Subclass members suffered damages, as described above.

1237. Plaintiff and Virginia Subclass members seek relief under Va. Code Ann. § 18.2-186.6(I), including actual damages.

COUNT 87

VIRGINIA CONSUMER PROTECTION ACT,

Va. Code Ann. §§ 59.1-196, et seq.

1238. The Virginia Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Virginia Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

1239. The Virginia Consumer Protection Act prohibits "[u]sing any . . . deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction." Va. Code Ann. § 59.1-200(14).

1240. Marriott is a "person" as defined by Va. Code Ann. § 59.1-198.

1241. Marriott is a "supplier," as defined by Va. Code Ann. § 59.1-198.

1242. Marriott engaged in the complained-of conduct in connection with "consumer transactions" with regard to "goods" and "services," as defined by Va. Code Ann. § 59.1-198. Marriott advertised, offered, or sold goods or services used primarily for personal, family or household purposes; or relating to an individual's finding or obtaining employment.

1243. Marriott engaged in deceptive acts and practices by using deception, fraud, false pretense, false promise, and misrepresentation in connection with consumer transactions, including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Virginia Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Virginia Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Virginia Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Virginia Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Virginia Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Virginia Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

1244. Marriott intended to mislead Plaintiff and Virginia Subclass members and induce them to rely on its misrepresentations and omissions.

1245. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers, including Plaintiff and Virginia Subclass members, about the adequacy of Marriott's computer and data security and the quality of the Marriott brand.

1246. Had Marriott disclosed to Plaintiff and Virginia Subclass members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiff's and Virginia Subclass members' Personal Information as part of the services Marriott provided and for which Plaintiff and Virginia Subclass members paid without advising Plaintiff and Virginia Subclass members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiff's and Virginia Subclass members' Personal Information. Accordingly, Plaintiff and the Virginia Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

1247. In Marriott had a duty to disclose these facts due to the circumstances of this case and the sensitivity and extensivity of the Personal Information in its possession. In addition, such a duty is implied by law due to the nature of the relationship between consumers—including Plaintiff and the Virginia Subclass—and Marriott, because consumers are unable to fully protect

their interests with regard to their data, and placed trust and confidence in Marriott. Marriott's duty to disclose also arose from its:

a. Possession of exclusive knowledge regarding the security of the data in its systems;

b. Active concealment of the state of its security; and/or

c. Incomplete representations about the security and integrity of its computer and data systems, and its prior data breaches, while purposefully withholding material facts from Plaintiff and the Virginia Subclass that contradicted these representations.

1248. The above-described deceptive acts and practices also violated the following provisions of VA Code § 59.1-200(A):

a. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits;

b. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model; and

c. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell them upon the terms advertised.

1249. Marriott acted intentionally, knowingly, and maliciously to violate Virginia's Consumer Protection Act, and recklessly disregarded Plaintiff and Virginia Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate. An award of punitive damages would serve to punish Marriott for its wrongdoing, and warn or deter others from engaging in similar conduct.

1250. As a direct and proximate result of Marriott's deceptive acts or practices, Plaintiffs and Virginia Subclass members have suffered and will continue to suffer injury, ascertainable

losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

1251. Marriott's violations present a continuing risk to Plaintiffs and Virginia Subclass members as well as to the general public.

1252. Plaintiff and Virginia Subclass members seek all monetary and non-monetary relief allowed by law, including actual damages; statutory damages in the amount of $1,000 per violation if the conduct is found to be willful or, in the alternative, $500 per violation; restitution, injunctive relief; punitive damages; and attorneys' fees and costs.

CLAIMS ON BEHALF OF THE WASHINGTON SUBCLASS

COUNT 88

WASHINGTON DATA BREACH NOTICE ACT,

Wash. Rev. Code §§ 19.255.010, et seq.

1253. The Washington Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Washington Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

1254. Marriott is a business that owns or licenses computerized data that includes Personal Information as defined by Wash. Rev. Code § 19.255.010(1).

1255. Plaintiff's and Washington Subclass members' Personal Information includes Personal Information as covered under Wash. Rev. Code § 19.255.010(5).

1256. Marriott is required to accurately notify Plaintiff and Washington Subclass members following discovery or notification of the breach of its data security system if Personal Information was, or is reasonably believed to have been, acquired by an unauthorized person and the Personal Information was not secured, in the most expedient time possible and without unreasonable delay under Wash. Rev. Code § 19.255.010(1).

1257. Because Marriott discovered a breach of its security system in which Personal Information was, or is reasonably believed to have been, acquired by an unauthorized person and the Personal Information was not secured, Marriott had an obligation to disclose the data breach in a timely and accurate fashion as mandated by Wash. Rev. Code § 19.255.010(1).

1258. By failing to disclose the Data Breach in a timely and accurate manner, Marriott violated Wash. Rev. Code § 19.255.010(1).

1259. As a direct and proximate result of Marriott's violations of Wash. Rev. Code § 19.255.010(1), Plaintiff and Washington Subclass members suffered damages, as described above.

1260. Plaintiff and Washington Subclass members seek relief under Wash. Rev. Code §§ 19.255.010(13)(a) and 19.255.010(13)(b), including actual damages and injunctive relief.

COUNT 89

WASHINGTON CONSUMER PROTECTION ACT,

Wash. Rev. Code Ann. §§ 19.86.020, et seq.

1261. The Washington Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Washington Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

1262. Marriott is a "person," as defined by Wash. Rev. Code Ann. § 19.86.010(1).

1263. Marriott advertised, offered, or sold goods or services in Washington and engaged in trade or commerce directly or indirectly affecting the people of Washington, as defined by Wash. Rev. Code Ann. § 19.86.010 (2).

1264. Marriott engaged in unfair or deceptive acts or practices in the conduct of trade or commerce, in violation of Wash. Rev. Code Ann. § 19.86.020, including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Washington Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Washington Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Washington Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Washington Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Washington Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Washington Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

1265. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

1266. Marriott acted intentionally, knowingly, and maliciously to violate Washington's Consumer Protection Act, and recklessly disregarded Plaintiff and Washington Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

1267. Marriott's conduct is injurious to the public interest because it violates Wash. Rev. Code Ann. § 19.86.020, violates a statute that contains a specific legislation declaration of public interest impact, and/or injured persons and had and has the capacity to injure persons. Further, its conduct affected the public interest, including the many Washingtonians affected by the Data Breach.

1268. As a direct and proximate result of Marriott's unfair methods of competition and unfair or deceptive acts or practices, Plaintiff and Washington Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would

not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

1269. Plaintiff and Washington Subclass members seek all monetary and non-monetary relief allowed by law, including actual damages, treble damages, injunctive relief, civil penalties, and attorneys' fees and costs.

CLAIMS ON BEHALF OF THE WEST VIRGINIA SUBCLASS

COUNT 90

WEST VIRGINIA CONSUMER CREDIT AND PROTECTION ACT,

W. Va. Code §§46A-6-101, et seq.

1270. The West Virginia Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the West Virginia Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

1271. Plaintiff and West Virginia Subclass members are "consumers," as defined by W. Va. Code § 46A-6-102(2).

1272. Marriott engaged in "consumer transactions," as defined by W. Va. Code § 46A-6-102(2).

1273. Marriott advertised, offered, or sold goods or services in West Virginia and engaged in trade or commerce directly or indirectly affecting the people of West Virginia, as defined by W. Va. Code § 46A-6-102(6).

1274. Plaintiff sent a demand for relief on behalf of the West Virginia Subclass pursuant to W. Va. Code § 46A-6-106(c) on January 8, 2019. Marriott has not cured its unfair and deceptive acts and practices.

1275. Marriott engaged in unfair and deceptive business acts and practices in the conduct of trade or commerce, in violation of W. Va. Code § 46A-6-104, including:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and West Virginia Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and West Virginia Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and West Virginia Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and West Virginia Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and West Virginia Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and West Virginia Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

1276. Marriott's unfair and deceptive acts and practices also violated W. Va. Code § 46A-6-102(7), including:

a. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have;

b. Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model if they are of another;

c. Advertising goods or services with intent not to sell them as advertised;

d. Engaging in any other conduct which similarly creates a likelihood of confusion or of misunderstanding;

e. Using deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of goods or services, whether or not any person has in fact been misled, deceived or damaged thereby;

f. Advertising, displaying, publishing, distributing, or causing to be advertised, displayed, published, or distributed in any manner, statements and representations with regard to

the sale of goods or the extension of consumer credit, which are false, misleading or deceptive or which omit to state material information which is necessary to make the statements therein not false, misleading or deceptive;

1277. Marriott's unfair and deceptive acts and practices were unreasonable when weighed against the need to develop or preserve business, and were injurious to the public interest, under W. Va. Code § 46A-6-101.

1278. Marriott's acts and practices were additionally "unfair" under W. Va. Code § 46A-6-104 because they caused or were likely to cause substantial injury to consumers which was not reasonably avoidable by consumers themselves and not outweighed by countervailing benefits to consumers or to competition.

1279. The injury to consumers from Marriott's conduct was and is substantial because it was non-trivial and non-speculative; and involved a monetary injury and/or an unwarranted risk to the safety of their Personal Information or the security of their identity or credit. The injury to consumers was substantial not only because it inflicted harm on a significant number of consumers, but also because it inflicted a significant amount of harm on each consumer.

1280. Consumers could not have reasonably avoided injury because Marriott's business acts and practices unreasonably created or took advantage of an obstacle to the free exercise of consumer decision-making. By withholding important information from consumers about the inadequacy of its data security, Marriott created an asymmetry of information between it and consumers that precluded consumers from taking action to avoid or mitigate injury.

1281. Marriott's inadequate data security had no countervailing benefit to consumers or to competition.

1282. Marriott's acts and practices were additionally "deceptive" under W. Va. Code § 46A-6-104 because Marriott made representations or omissions of material facts that misled or were likely to mislead reasonable consumers, including Plaintiff and West Virginia Subclass members.

1283. Marriott intended to mislead Plaintiff and West Virginia Subclass members and induce them to rely on its misrepresentations and omissions.

1284. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

1285. Had Marriott disclosed to Plaintiff and West Virginia Subclass members that its data systems were not secure and, thus, vulnerable to attack, Marriott would have been unable to continue in business and it would have been forced to adopt reasonable data security measures and comply with the law. Instead, Marriott received, maintained, and compiled Plaintiff's and West Virginia Subclass members' Personal Information as part of the services Marriott provided and for which Plaintiff and West Virginia Subclass members paid without advising Plaintiff and West Virginia Subclass members that Marriott's data security practices were insufficient to maintain the safety and confidentiality of Plaintiff's and West Virginia Subclass members' Personal Information. Accordingly, Plaintiff and the West Virginia Subclass members acted reasonably in relying on Marriott's misrepresentations and omissions, the truth of which they could not have discovered.

1286. Marriott had a duty to disclose the above-described facts due to the circumstances of this case and the sensitivity and extensivity of the Personal Information in its possession. This duty arose because Plaintiff and the West Virginia Subclass members reposed a trust and

confidence in Marriott when they provided their Personal Information to Marriott in exchange for Marriott's services. In addition, such a duty is implied by law due to the nature of the relationship between consumers—including Plaintiff and the West Virginia Subclass—and Marriott, because consumers are unable to fully protect their interests with regard to their data, and placed trust and confidence in Marriott. Marriott's duty to disclose also arose from its:

a. Possession of exclusive knowledge regarding the security of the data in its systems;

b. Active concealment of the state of its security; and/or

c. Incomplete representations about the security and integrity of its computer and data systems, and its prior data breaches, while purposefully withholding material facts from Plaintiff and the West Virginia Subclass that contradicted these representations.

1287. Marriott's omissions were legally presumed to be equivalent to active misrepresentations because Marriott intentionally prevented Plaintiff and West Virginia Subclass members from discovering the truth regarding Marriott's inadequate data security.

1288. Marriott acted intentionally, knowingly, and maliciously to violate West Virginia's Consumer Credit and Protection Act, and recklessly disregarded Plaintiff and West Virginia Subclass members' rights. Marriott's unfair and deceptive acts and practices were likely to cause serious harm. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

1289. As a direct and proximate result of Marriott's unfair and deceptive acts or practices and Plaintiff and West Virginia Subclass members' purchase of goods or services, Plaintiff and West Virginia Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services

or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

1290. Marriott's violations present a continuing risk to Plaintiff and West Virginia Subclass members as well as to the general public.

1291. Plaintiff and West Virginia Subclass members seek all monetary and non-monetary relief allowed by law, including the greater of actual damages or $200 per violation under W. Va. Code § 46A-6-106(a); restitution, injunctive and other equitable relief; punitive damages, and reasonable attorneys' fees and costs.

CLAIMS ON BEHALF OF THE WISCONSIN SUBCLASS

COUNT 91

NOTICE OF UNAUTHORIZED ACQUISITION OF PERSONAL INFORMATION,

Wis. Stat. §§ 134.98(2), et seq.

1292. The Wisconsin Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Wisconsin Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

1293. Marriott is a business that maintains or licenses Personal Information as defined by Wis. Stat. § 134.98(2).

1294. Plaintiff's and Wisconsin Subclass members' Personal Information includes Personal Information as covered under Wis. Stat. § 134.98(1)(b).

1295. Marriott is required to accurately notify Plaintiff and Wisconsin Subclass members if it knows that Personal Information in its possession has been acquired by a person whom it has

not authorized to acquire the Personal Information within a reasonable time under Wis. Stat. §§ 134.98(2)-(3)(a).

1296. Because Marriott knew that Personal Information in its possession had been acquired by a person whom it has not authorized to acquire the Personal Information, Marriott had an obligation to disclose the data breach in a timely and accurate fashion as mandated by Wis. Stat. § 134.98(2).

1297. By failing to disclose the Data Breach in a timely and accurate manner, Marriott violated Wis. Stat. § 134.98(2).

1298. As a direct and proximate result of Marriott's violations of Wis. Stat. § 134.98(3)(a), Plaintiff and Wisconsin Subclass members suffered damages, as described above.

1299. Plaintiff and Wisconsin Subclass members seek relief under Wis. Stat. § 134.98, including actual damages and injunctive relief.

COUNT 92

WISCONSIN DECEPTIVE TRADE PRACTICES ACT,

Wis. Stat. § 100.18

1300. The Wisconsin Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Wisconsin Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

1301. Marriott is a "person, firm, corporation or association," as defined by Wis. Stat. § 100.18(1).

1302. Plaintiff and Wisconsin Subclass members are members of "the public," as defined by Wis. Stat. § 100.18(1).

1303. With intent to sell, distribute, or increase consumption of merchandise, services, or anything else offered by Marriott to members of the public for sale, use, or distribution, Marriott

made, published, circulated, placed before the public or caused (directly or indirectly) to be made, published, circulated, or placed before the public in Wisconsin advertisements, announcements, statements, and representations to the public which contained assertions, representations, or statements of fact which are untrue, deceptive, and/or misleading, in violation of Wis. Stat. § 100.18(1).

1304. Marriott also engaged in the above-described conduct as part of a plan or scheme, the purpose or effect of which was to sell, purchase, or use merchandise or services not as advertised, in violation of Wis. Stat. § 100.18(9).

1305. Marriott's deceptive acts, practices, plans, and schemes include:

a. Failing to implement and maintain reasonable security and privacy measures to protect Plaintiff and Wisconsin Subclass members' Personal Information, which was a direct and proximate cause of the Data Breach;

b. Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents, which was a direct and proximate cause of the Data Breach;

c. Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Wisconsin Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45, which was a direct and proximate cause of the Data Breach;

d. Misrepresenting that it would protect the privacy and confidentiality of Plaintiff and Wisconsin Subclass members' Personal Information, including by implementing and maintaining reasonable security measures;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Wisconsin Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Wisconsin Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiff and Wisconsin Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

1306. Marriott intended to mislead Plaintiff and Wisconsin Subclass members and induce them to rely on its misrepresentations and omissions.

1307. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers about the adequacy of Marriott's data security and ability to protect the confidentiality of consumers' Personal Information.

1308. Marriott had a duty to disclose the above-described facts due to the circumstances of this case and the sensitivity and extensivity of the Personal Information in its possession. This duty arose because Plaintiff and the Wisconsin Subclass members reposed a trust and confidence in Marriott when they provided their Personal Information to Marriott in exchange for Marriott's services. In addition, such a duty is implied by law due to the nature of the relationship between consumers—including Plaintiff and the Wisconsin Subclass—and Marriott, because consumers are unable to fully protect their interests with regard to their data, and placed trust and confidence in Marriott. Marriott's duty to disclose also arose from its:

a. Possession of exclusive knowledge regarding the security of the data in its systems;

b. Active concealment of the state of its security; and/or

c. Incomplete representations about the security and integrity of its computer and data systems, and its prior data breaches, while purposefully withholding material facts from Plaintiff and the Wisconsin Subclass that contradicted these representations.

1309. Marriott's failure to disclose the above-described facts is the same as actively representing that those facts do not exist.

1310. Marriott acted intentionally, knowingly, and maliciously to violate the Wisconsin Deceptive Trade Practices Act, and recklessly disregarded Plaintiff and Wisconsin Subclass members' rights. Marriott's past data breaches and breaches within the hospitality industry put it on notice that its security and privacy protections were inadequate.

1311. As a direct and proximate result of Marriott's deceptive acts or practices, Plaintiff and Wisconsin Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and non-monetary damages, including loss of the benefit of their bargain with Marriott as they would not have paid Marriott for goods and services or would have paid less for such goods and services but for Marriott's violations alleged herein; losses from fraud and identity theft; costs for credit monitoring and identity protection services; time and expenses related to monitoring their financial accounts for fraudulent activity; time and money spent cancelling and replacing passports; loss of value of their Personal Information; and an increased, imminent risk of fraud and identity theft.

1312. Marriott had an ongoing duty to all Marriott customers to refrain from deceptive acts, practices, plans, and schemes under Wis. Stat. § 100.18.

1313. Plaintiff and Wisconsin Subclass members seek all monetary and non-monetary relief allowed by law, including damages, restitution, reasonable attorneys' fees, and costs under Wis. Stat. § 100.18(11)(b)(2), injunctive relief, and punitive damages.

CLAIMS ON BEHALF OF THE WYOMING SUBCLASS

COUNT 93

COMPUTER SECURITY BREACH; NOTICE TO AFFECTED PERSONS,

Wyo. Stat. Ann. §§ 40-12-502(a), et seq.

1314. The Wyoming Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Wyoming Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

1315. Marriott is a business that owns or licenses computerized data that includes Personal Information as defined by Wyo. Stat. Ann. § 40-12-502(a).

1316. Plaintiff's and Wyoming Subclass members' Personal Information includes Personal Information as covered under Wyo. Stat. Ann. § 40-12-502(a).

1317. Marriott is required to accurately notify Plaintiff and Wyoming Subclass members when it becomes aware of a breach of its data security system if the misuse of personal identifying information has occurred or is reasonably likely to occur, in the most expedient time possible and without unreasonable delay under Wyo. Stat. Ann. § 40-12-502(a).

1318. Because Marriott was aware of a breach of its data security system in which the misuse of personal identifying information has occurred or is reasonably likely to occur, Marriott had an obligation to disclose the Data Breach in a timely and accurate fashion as mandated by Wyo. Stat. Ann. § 40-12-502(a).

1319. By failing to disclose the Data Breach in a timely and accurate manner, Marriott violated Wyo. Stat. Ann. § 40-12-502(a).

1320. As a direct and proximate result of Marriott's violations of Wyo. Stat. Ann. § 40-12-502(a), Plaintiff and Wyoming Subclass members suffered damages, as described above.

1321. Plaintiff and Marriott Subclass members seek relief under Wyo. Stat. Ann. § 40-12-502(f), including actual damages and equitable relief.

COUNT 94

WYOMING CONSUMER PROTECTION ACT,

Wyo. Stat. Ann. §§ 40-12-101, et seq.

1322. The Wyoming Plaintiff(s) identified above ("Plaintiff," for purposes of this Count), individually and on behalf of the Wyoming Subclass, repeats and alleges Paragraphs 1-295, as if fully alleged herein.

1323. Marriott is a "person" within the meaning of Wyo. Stat. Ann. § 40-12-102(a)(i).

1324. Marriott's goods and services are "merchandise" within the meaning of Wyo. Stat. Ann. § 40-12-102(a)(vi).

1325. Marriott engages in "consumer transactions" within the meaning of Wyo. Stat. Ann. § 40-12-102(a)(ii).

1326. Marriott has "advertised" its goods and services within the meaning of Wyo. Stat. Ann. § 40-12-102(a)(v).

1327. Plaintiff sent a demand for relief on behalf of the Wyoming Subclass pursuant to Wyo. Stat. Ann. § 40-12-109 on January 8, 2019. Marriott has not cured the deceptive trade practices described below.

1328. Marriott knowingly engaged in unfair and deceptive trade practices in the course of its business and in connection with consumer transactions, including by:

a. Failing to implement and maintain reasonable security measures to protect Plaintiff and Wyoming Subclass members' Personal Information from unauthorized disclosure, release, data breaches, and theft;

b. Failing to identify foreseeable security risks, remediate identified security risks, and adequately improve security following previous cybersecurity incidents;

c. Failing to comply with common law and statutory duties pertaining to the security of Plaintiff and Wyoming Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

d. Misrepresenting that it would implement and maintain reasonable security measures to protect Plaintiff and Wyoming Subclass members' Personal Information from unauthorized disclosure, release, data breaches, and theft;

e. Misrepresenting that it would comply with common law and statutory duties pertaining to the security of Plaintiff and Wyoming Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;

f. Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiff and Wyoming Subclass members' Personal Information; and

g. Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security of Plaintiff and Wyoming Subclass members' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45.

1329. Through the above-described conduct, Marriott violated Wyo. Stat. Ann. § 40-12-105(a) by:

a. Knowingly representing that goods or services have sponsorship, approval, accessories or uses they do not have;

b. Knowingly representing that goods or services are of a particular standard or grade, if they are not;

c. Knowingly representing that goods or services have been supplied in accordance with a previous representation, if they have not;

d. Knowingly advertising goods or services with intent not to sell them as advertised; and

e. Knowingly engaging in unfair or deceptive acts or practices.

1330. Marriott intentionally made the above-described representations and omissions of material fact with knowledge of their falsity or reckless disregard of the truth. Marriott knew or should have known that its computer systems and data security practices were inadequate to protect Plaintiff and Wyoming Subclass members' Personal Information and that a data breach or theft was highly likely to occur. Marriott's past data breaches and breaches within the hospitality industry, among other things, did or should have put it on notice that its security was inadequate. In making its representations and omissions, Marriott intended to mislead Plaintiff and Wyoming Subclass members and cause them to act or elect not to act based on these representations and omissions. Marriott knew or should have known that its conduct violated Wyo. Stat. § 40-12-105.

1331. Marriott's representations and omissions were material because they were likely to deceive reasonable consumers, including Plaintiff and Wyoming Subclass members, about the adequacy of Marriott's computer and data security and the quality of the Marriott brand.

1332. Plaintiff and Wyoming Subclass members were ignorant of the falsity of Marriott's representations and omissions, and relied upon these representations and omissions in choosing to act or not act.

1333. Marriott had a duty to disclose the above-described facts due to the circumstances of this case and the sensitivity and extensivity of the Personal Information in its possession. This duty arose because Plaintiff and the Wyoming Subclass members reposed a trust and confidence in Marriott when they provided their Personal Information to Marriott in exchange for Marriott's services. In addition, such a duty is implied by law due to the nature of the relationship between consumers—including Plaintiff and the Wyoming Subclass—and Marriott, because consumers are unable to fully protect their interests with regard to their data, and placed trust and confidence in Marriott. Marriott's duty to disclose also arose from its general duty to exercise reasonable care and its knowledge that Plaintiff and Wyoming Subclass members might justifiably be induced, by Marriott's omissions, to act or refrain from acting in a business transaction. Additionally, Marriott's had a duty to disclose inadequacies in its data security because such facts were basic to the transactions in question; Marriott knew Plaintiff and Wyoming Subclass members were mistaken as to these facts and would enter transactions as a result; and based on objective circumstances, Plaintiff and Wyoming Subclass members would reasonably expect a disclosure of those facts. Marriott's duty to disclose also arose from its:

a. Possession of exclusive knowledge regarding the security of the data in its systems;

b. Active concealment of the state of its security; and/or

c. Incomplete representations about the security and integrity of its computer and data systems, and its prior data breaches, while purposefully withholding material facts from Plaintiff and the Wyoming Subclass that contradicted these representations.

1334. As described above, Marriott's statements and omissions were likely to deceive a reasonable consumer because consumers provided their Personal Information to Marriott in exchange for Marriott's services and because Marriott kept the inadequate state of its security

controls secret from the public. In light of its direct relationship with its customers, Marriott's statements concerning data security constitute representations that its security was, at minimum, reasonable.

1335. Marriott's acts and practices were "unfair" because they caused or were likely to cause substantial injury to consumers which was not reasonably avoidable by consumers themselves and not outweighed by countervailing benefits to consumers or to competition.

1336. The injury to consumers from Marriott's conduct was and is substantial because it was non-trivial and non-speculative; and involved a monetary injury and/or an unwarranted risk to the safety of their Personal Information or the security of their identity or credit. The injury to consumers was substantial not only because it inflicted harm on a significant and unprecedented number of consumers, but also because it inflicted a significant amount of harm on each consumer.

1337. Consumers could not have reasonably avoided injury because Marriott's business acts and practices unreasonably created or took advantage of an obstacle to the free exercise of consumer decision-making. By withholding important information from consumers about the inadequacy of its data security, Marriott created an asymmetry of information between it and consumers that precluded consumers from taking action to avoid or mitigate injury.

1338. Marriott's inadequate data security had no countervailing benefit to consumers or to competition.

1339. As a direct and proximate result of Marriott's uncured unfair and deceptive acts or practices, Plaintiff and Wyoming Subclass members have suffered and will continue to suffer injury, ascertainable losses of money or property, and monetary and/or non-monetary damages, including from fraud and identity theft; time and expenses related to monitoring their financial

accounts for fraudulent activity and cancelling and replacing passports; an increased, imminent risk of fraud and identity theft; and loss of value of their Personal Information.

1340. Plaintiff and Wyoming Subclass members seek relief pursuant to Wyo. Stat. Ann. § 40-12-108, including damages and reasonable attorneys' fees.

CLAIMS ON BEHALF OF THE NATIONWIDE CLASS AGAINST ACCENTURE

COUNT 95

NEGLIGENCE

On Behalf of Plaintiffs and the Nationwide Class, or Alternatively, on Behalf of Plaintiffs and the Statewide Subclasses

1341. Plaintiffs repeat and allege Paragraphs 1-295, as if fully alleged herein.

1342. Accenture owed a duty to Plaintiffs and class members to exercise reasonable care in securing and safeguarding and protecting their Personal Information in Starwood's databases from being compromised, lost, stolen, accessed and misused by unauthorized persons. More specifically, this duty included, among other things: (a) designing, maintaining, and testing the security systems of Starwood and Marriott to ensure that Plaintiffs' and class members' Personal Information in Starwood's and Marriott's possession was adequately secured and protected; (b) implementing processes that would detect a breach of its security system in a timely manner; (c) timely acting upon warnings and alerts, including those generated by its own security systems, regarding intrusions to its networks; and (d) maintaining data security measures consistent with industry standards.

1343. Accenture had a common law duty to prevent foreseeable harm to others. This duty existed because Plaintiffs and Class members were the foreseeable and probable victims of Accenture's inadequate security practices. Accenture knew that its failure to secure its clients' networks or detect and identify IT security threats could result in the exposure of Plaintiffs' and

class members' Personal Information and cause significant harm, which Accenture acknowledged in its own public filings.

1344. Accenture's duty to use reasonable data security measures also arose under Section 5 of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 45, which prohibits "unfair . . . practices in or affecting commerce," including, as interpreted and enforced by the FTC, the unfair practice of failing to use reasonable measures to protect Personal Information by companies such as Accenture. Various FTC publications and data security breach orders further form the basis of Accenture's duty. In addition, individual states have enacted statutes based upon the FTC Act that also created a duty.

1345. Accenture also had a duty to safeguard the Personal Information of Plaintiffs and class members because of state laws and statutes that require Accenture to reasonably safeguard Personal Information, as detailed herein.

1346. [redacted]

[redacted]

1347. Accenture breached the duties it owed to Plaintiffs and class members described above and thus was negligent. Accenture breached these duties by, among other things, failing to: (a) exercise reasonable care and implement adequate security systems, protocols and practices sufficient to protect the Personal Information of Plaintiffs and class members; (b) detect and identify known and obvious security threats; (c) detect the breach while it was ongoing; and (d) maintain its clients' security systems consistent with industry standards.

1348. Accenture's wrongful and negligent breach of its duties owed to Plaintiffs and class members caused their Personal Information to be compromised.

1349. As a direct and proximate result of Accenture's negligence, Plaintiffs and class members have been injured as described herein, and are entitled to damages in an amount to be proven at trial. Plaintiffs and class members injuries include:

a. purchasing goods and services they would not have otherwise paid for and/or paying more for good and services than they otherwise would have paid, had they known the truth about Accenture's substandard data security practices;

b. losing the inherent value of their Personal Information;

c. losing the value of the explicit and implicit promises of data security;

d. identity theft and fraud resulting from the theft of their Personal Information;

e. costs associated with the detection and prevention of identity theft and unauthorized use of their financial accounts;

f. costs associated with purchasing credit monitoring, credit freezes, and identity theft protection services;

g. costs associated with replacing passports or addressing passport-related fraud;

h. loss of value of reward points accumulated through the purchase of goods or services;

i. unauthorized charges and loss of use of and access to their financial account funds and costs associated with inability to obtain money from their accounts or being limited in the amount of money they were permitted to obtain from their accounts, including missed payments on bills and loans, late charges and fees, and adverse effects on their credit;

j. lowered credit scores resulting from credit inquiries following fraudulent activities;

k. costs associated with time spent and the loss of productivity or the enjoyment of one's life from taking time to address and attempt to mitigate and address the actual and future consequences of the Data Breach, including discovering fraudulent charges, cancelling and reissuing cards, purchasing credit monitoring and identity theft protection services, imposing withdrawal and purchase limits on compromised accounts, and the stress, nuisance and annoyance of dealing with the repercussions of the Data Breach; and

l. the continued imminent and certainly impending injury flowing from potential fraud and identify theft posed by their Personal Information being in the possession of one or many unauthorized third parties.

COUNT 96

NEGLIGENCE *PER SE*

On Behalf of Plaintiffs and the Nationwide Class, or Alternatively, on Behalf of Plaintiffs and the Statewide Subclasses

1350. Plaintiffs repeat and allege Paragraphs 1-295, as if fully alleged herein.

1351. Section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45, prohibits "unfair . . . practices in or affecting commerce" including, as interpreted and enforced by the Federal Trade Commission ("FTC"), the unfair act or practice by companies such as Marriott of failing to use reasonable measures to protect Personal Information. Various FTC publications and orders also form the basis of Marriott's duty.

1352. Accenture violated Section 5 of the FTC Act (and similar state statutes) by failing to use reasonable measures to protect Personal Information and not complying with industry standards. Accenture's conduct was particularly unreasonable given the nature and amount of Personal Information it knew was stored on Starwood's database, its obligations to safeguard that information knowing the inherent risks of storing such information, and the foreseeable consequences of a data breach on Starwood's systems.

1353. Accenture's violation of Section 5 of the FTC Act (and similar state statutes) constitutes negligence *per se*.

1354. Nationwide Class members are consumers within the class of persons Section 5 of the FTC Act (and similar state statutes) was intended to protect.

1355. Moreover, the harm that has occurred is the type of harm the FTC Act (and similar state statutes) was intended to guard against. Indeed, the FTC has pursued over fifty enforcement actions against businesses which, as a result of their failure to employ reasonable data security measures and avoid unfair and deceptive practices, caused the same harm suffered by Plaintiffs and the Class.

1356. As a direct and proximate result of Accenture's negligence, Plaintiffs and Class members have been injured as described herein, and are entitled to damages in an amount to be proven at trial.

REQUEST FOR RELIEF

Plaintiffs, individually and on behalf of members of the Class and Subclasses, as applicable, respectfully request that the Court enter judgment in their favor and against Defendants, as follows:

1. That the Court certify this action as a class action, proper and maintainable pursuant to Rule 23 of the Federal Rules of Civil Procedure; declare that Plaintiffs are proper class representatives; and appoint Plaintiffs' Co-Lead and Co-Liaison Counsel as Class Counsel;

2. That the Court grant permanent injunctive relief to prohibit Defendants from continuing to engage in the unlawful acts, omissions, and practices described herein;

3. That the Court award Plaintiffs and Class and Subclass members compensatory, consequential, and general damages in an amount to be determined at trial;

4. That the Court order disgorgement and restitution of all earnings, profits, compensation, and benefits received by Defendants as a result of their unlawful acts, omissions, and practices;

5. That the Court award statutory damages, trebled, and punitive or exemplary damages, to the extent permitted by law;

6. That Plaintiffs be granted the declaratory relief sought herein;

7. That the Court award to Plaintiffs the costs and disbursements of the action, along with reasonable attorneys' fees, costs, and expenses;

8. That the Court award pre- and post-judgment interest at the maximum legal rate; and

9. That the Court grant all such other relief as it deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial on all claims so triable.

Dated: August 26, 2019

Respectfully submitted,

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CERTIFICATE OF SERVICE

I, Veronica Nannis, Co-Liaison Counsel for the Consumer Plaintiffs, hereby certify that on August 26, 2019, I served the above and foregoing Consolidated Consumer Class Action Complaint on all counsel of record by filing it electronically with the Clerk of the Court using the CM/ECF filing system.

/s/ *Veronica Nannis*

CERTIFICATE OF SERVICE

I certify that on September 26, 2022, I filed the foregoing joint appendix volume using the Court's CM/ECF system. Service will be effected by and through the Court's CM/ECF system.

/s/ Matthew S. Hellman

Nos. 22-01744, 22-01745

IN THE UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

IN RE: MARRIOTT INTERNATIONAL, INC., CUSTOMER DATA SECURITY BREACH LITIGATION

JOINT APPENDIX
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On Appeal from the United States District Court for the District of Maryland, MDL No. 19-md-2879 (Grimm, J.)

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
Southern Division

IN RE: MARRIOTT INTERNATIONAL, INC., CUSTOMER DATA SECURITY BREACH LITIGATION	*	**MDL No. 19-md-2879**
CONSUMER ACTIONS	*	

* * * * * * * * * * * * * *

MEMORANDUM OPINION

The Consumer Plaintiffs ("Plaintiffs") of this MDL have filed a motion to certify a number of classes. Among the various classes that Plaintiffs have asked the Court to certify are thirteen classes or subclasses for classwide damages, to be tried along with the injunctive or declaratory relief class and various liability issues for which they also seek certification. Mot. for Class Cert., ECF Nos. 858 (redacted), 859 (sealed), 863 (sealed), 865 (sealed).[1] Certification of the damages classes is sought pursuant to Federal Rule of Civil Procedure 23(b)(3), so it is necessary for Plaintiffs to show that common issues of law and or fact predominate over individual issues, and that class certification would be superior to any other means of determining damages, in the event that liability is found.

Plaintiffs rest their hope of certifying classwide damages classes on one of their designated expert witnesses, Jeffrey T. Prince, Ph.D., a highly credentialed economist and Professor at the Kelley School of Business at Indiana University. Defendants Marriott and Accenture[2]

[1] All references in this opinion are to these documents. As previously ordered, the parties will be submitting documents to the Court with updated redactions pursuant to the Special Master's resolution of the parties' confidentiality designation disputes. *See* ECF No. 1009. Those updates, however, do not affect this opinion.

[2] Plaintiffs named as defendants Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC, and Accenture LLP. Second Amended Consolidated Complaint ("Compl."), ECF Nos. 413 (sealed), 537 (redacted) at ¶¶ 12–14. Marriott International acquired Starwood

("Defendants") seek to undermine Dr. Prince's classwide damages models with their own highly credentialed economist, Catherine Tucker, Ph.D., a Professor of Management Science and Marketing at Massachusetts Institute of Technology.

As might be expected, when the Court and the parties conferred to set a schedule for discovery in advance of class certification motions, deadlines were set for Dr. Prince to file his Federal Rule of Civil Procedure 26(a)(2) expert report, Dr. Tucker to file hers, Dr. Prince to file a rebuttal, and for them both to be deposed. Deadlines also were set for filing class certification motions, and for motions to challenge the admissibility of expert testimony, colloquially referred to as "*Daubert*"[3] motions. In a perfect world, the deadlines for all these events would line up in harmonious sequence, and, at first, they did. But given the complexity of this case, and issues related to the completion of discovery, the sequencing became less than ideal.

Dr. Prince's Rule 26(a)(2) initial report was filed on July 12, 2021. Expert Class Cert. Rep. of Jeffrey T. Prince, Ph.D. ("Prince Initial Rep."), ECF No. 859-4 (sealed). He was deposed on August 13, 2021. Deposition of Jeffrey T. Prince ("Prince Dep. 1"), ECF No. 891-2 (sealed). Dr. Tucker's Rule 26(a)(2) report was filed on September 7, 2021, Expert Rep. of Catherine Tucker, Ph.D. ("Tucker Rep."), ECF No. 894-5 (sealed), and Defendants filed their *Daubert* motion challenging Dr. Prince's methodology on September 20, 2021. Defs.' Mot. to Exclude ("*Daubert* Mot."), ECF Nos. 894 (sealed), 895 (redacted). Dr. Tucker was deposed on September 29, 2021, Deposition of Catherine Tucker ("Tucker Dep."), ECF No. 916-4 (sealed), and Dr. Prince filed his Rule 26(a)(2) rebuttal report on October 12, 2021. Rebuttal Rep. of Jeffrey T. Prince, Ph.D.

Hotels and Resorts in September 2016, and I will refer to Marriott International, Inc., and Starwood Hotels and Resorts Worldwide, LLC, using one name—either "Marriott" or "Starwood"—in this opinion.

[3] *Daubert v. Merrell Dow Pharm. Inc.*, 509 U.S. 579 (1993).

("Prince Rebuttal Rep."), ECF No. 916-1 (sealed). Plaintiffs filed their opposition to Defendants' *Daubert* motion on October 25, 2021. Pls.' Opp'n, ECF Nos. 916 (sealed), 922 (redacted). Defendants did not file a reply to Plaintiffs' opposition to their *Daubert* motion, but an animated dispute arose regarding Defendants' contention that Dr. Prince had materially changed his methodology with respect to his two classwide damages models between the filing of his original report, and his rebuttal report. Defs.' Letter Corresp., ECF No. 930. Plaintiffs were equally animated in denying that Dr. Prince had changed his methodology, and once more the Special Master, Judge (Ret.) John Facciola, was called upon to intervene, following which I ordered that Dr. Prince was to be re-deposed for limited purposes, and that Judge Facciola would preside. Letter Order of November 30, 2021, ECF No. 940. Following Dr. Prince's second deposition, the parties filed letter motions: Defendants seeking to strike Dr. Prince's "new" opinions and methodology, Defs.' Letter Mot., ECF Nos. 961 (sealed), 963 (redacted); and Plaintiffs opposing this motion, and requesting, in turn, that I "strike" Dr. Prince's second deposition. Pls.' Letter Mot., ECF No. 964. I did neither, but instead ordered that Dr. Tucker be afforded an opportunity to file a rebuttal report addressing Dr. Prince's rebuttal report and testimony in his second deposition. Letter Order of January 18, 2022, ECF No. 967. Dr. Tucker's second report was filed on February 18, 2022. Suppl. Expert Rep. of Catherine Tucker, Ph.D. ("Tucker Suppl. Rep."), ECF Nos. 984 (sealed), 985 (redacted).

What the above chronology reveals is that the record upon which the parties based their *Daubert* filings (the last of which was made on October 25, 2021) changed materially after the briefing was concluded: Dr. Prince filed a substantial rebuttal report, he was deposed, and Dr. Tucker filed a substantial report addressing Dr. Prince's rebuttal report and deposition. In addition,

I have had the benefit of an expert "tutorial" with both Dr. Prince and Dr. Tucker, during which I was able to question them directly and hear their views with regard to the damages issues.[4]

Having carefully reviewed all the experts' reports, their depositions, Defendants' motion, and Plaintiffs' opposition, as well as the academic literature that figured prominently in the development of Dr. Prince's methodology, I am DENYING, for the purposes of ruling on the pending motions for class certification, Defendants' motion to exclude Dr. Prince's classwide model for determining "overpayment damages" (the difference between what the class plaintiffs actually paid for a Starwood hotel room, and the price that Starwood would have been able to charge in a hypothetical "but-for" world in which consumer willingness to pay for a Starwood room had shifted in response to consumer knowledge of Starwood's inadequate data security), and GRANTING Defendants' motion to exclude Dr. Prince's model for calculating the "market value" of Plaintiffs' personally identifiable information ("PII") that was compromised due to the data breach.[5]

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[4] During a status conference, held on November 30, 2021, I raised with counsel my interest in appointing John de Figueiredo, Ph.D., Russell M. Robinson II Professor of Law, Strategy, and Economics at Duke University School of Law, as a court technical advisor, to assist me "in understanding the economic theories relied upon by the parties' experts with respect to damages models." Letter Order of November 30, 2021, ECF No. 940 at 2. As noted in that Letter Order, courts have inherent authority to appoint such a technical advisor to assist the Court in understanding scientific or technical information. *See, e.g.*, *TechSearch, L.L.C. v. Intel Corp.*, 286 F.3d 1360, 1377 (Fed. Cir. 2002); *Ass'n of Mexican-Am. Educators v. California*, 231 F.3d 572, 590 (9th Cir. 2000); *Reilly v. United States*, 863 F.2d 149, 156 (1st Cir. 1988); *Intellectual Ventures I LLC v. Capital One Fin. Corp.*, 280 F. Supp. 3d 691, 695 n.1 (D. Md. 2017), *aff'd*, 937 F.3d 1359 (Fed. Cir. 2019). The parties agreed, and Dr. de Figueiredo provided invaluable assistance in aiding the Court's ability to understand the many complex economic concepts underlying Plaintiffs' overpayment and market value damages models, and in understanding the many economic publications cited by Dr. Prince and Dr. Tucker in their reports. Dr. de Figueiredo's exceptional assistance made it possible for the Court to have a meaningful dialogue with Dr. Prince and Dr. Tucker during the expert tutorial that took place on March 21, 2022.

[5] At this time, I would like to thank my chambers' two spring semester judicial interns, Alan Harrison and Michelle Lim, for their able assistance in preparing this opinion.

It is important to understand the limited scope of this ruling. For reasons that I will explain, I conclude that the methodology described by Dr. Prince (which he tested using the limited amount of "New" Data Storage ("NDS") database information then available to him) is sufficient for me to rule on whether Dr. Prince's "overpayment damages" model meets admissibility standards under Federal Rule of Evidence 702 for purposes of ruling on class certification. This is because he has not yet had the opportunity to fully test this methodology on non-bellwether class member data contained in the Starwood NDS database, on which the model depends in order to actually calculate the amount of overpayment damages. Defendants objected to producing NDS database information relating to any but the bellwether class members until after a ruling on class certification, and Dr. Prince was unable to test his overpayment damages model in the context of the members of a specific certified class, which I conclude is necessary in order to evaluate Dr. Tucker's criticisms of the reliability of Dr. Prince's methodology in general, and as to whether the model produces reliable results when applied to the particular facts of a specific certified class. But, I have concluded that Dr. Prince has identified a reliable methodology for determining overpayment damages in general, and tested it on the bellwether plaintiffs' NDS database information. This is sufficient for purposes of considering his methodology in ruling on Plaintiffs' motion to certify classwide damages classes. Once Dr. Prince has had access to the NDS database with respect to the non-bellwether class members in the specific classes for which I have granted Plaintiffs' motion for class certification, and he has calculated his classwide overpayment damages, I will order that Dr. Prince provide a supplemental report setting forth these calculations and allow Defendants to depose him on his final calculations. I will then allow Dr. Tucker to provide a supplemental report and give Plaintiffs an opportunity to depose her. At that time, I will allow limited additional briefing on the admissibility of Dr. Prince's overpayment damages and

make a final ruling. If I exclude Dr. Prince's damages model and calculations, I will de-certify the classwide damages classes.

As for Dr. Prince's model for calculating classwide loss of market value of class member compromised PII, however, I agree with Defendants that Dr. Prince's methodology does not meet the requirements of Rule 702, principally because he failed to articulate (and test, using NDS data for the bellwether plaintiffs) a particular method for determining the number of times a particular class member's PII was "sold" in his hypothetical market for PII, without which he cannot determine classwide damages. I explain below the basis for my rulings.

STANDARD OF REVIEW

Defendants challenge the admissibility of Dr. Prince's formulaic models for calculating classwide damages for Plaintiffs. As already noted, they style their motion as a *Daubert* challenge, based on the now-famous case of *Daubert v. Merrell Dow Pharm. Inc.*, 509 U.S. 579 (1993) and its progeny, *Kumho Tire Co. v. Carmichael*, 526 U.S. 137 (1999) and *Gen. Elec. Co. v. Joiner*, 522 U.S. 136 (1997) (collectively, "*Daubert*"). As a preliminary matter, it is not yet a settled matter that a full-blown *Daubert* challenge should be entertained by the court when deciding a class certification motion. 3 William B. Rubenstein, et al., *Newberg on Class Actions* § 7:24 (5th ed. 2021). ("Issues arising out of the use of expert witnesses at the class certification stage have beguiled the federal courts. . . . The issue is beguiling for the simple reason that certification is generally not the time to *decide* the merits of the case, yet expert witness testimony relevant to the merits often is proffered as also relevant to a prong of certification inquiry. The problem, if problem it be, is one of a mismatch between evidence and timing, with ultimate merits evidence being weighed before the conclusion of the discovery phase of the lawsuit."). Newberg states that the circuit courts have split in their approach to the applicability of *Daubert* challenges at class

certification stage, with some circuits opting for a "limited" *Daubert* analysis, while others have required a "full" *Daubert* examination. *Id.*

Newberg sums up the score as follows: "[R]eported decisions suggest that courts in the Second, Fourth, and District of Columbia Circuits follow a serious [(i.e., "full")] *Daubert* approach; courts in the First, Fifth, Sixth, and Tenth Circuits tend to follow a limited *Daubert* approach." *Id.* (footnotes omitted). At least three district courts within the Fourth Circuit have considered whether to use a "full *Daubert*" analysis, ultimately adopting the "necessary to decide class certification" test discussed by Newberg. *See, e.g.*, *Childress v. JP Morgan Chase & Co.*, No. 16-CV-298, 2019 WL 2865848, at * 2 (E.D.N.C., July 2, 2019) ("At the outset, the Court notes that there is no controlling precedent which dictates whether to conduct a *Daubert* analysis at the class certification stage or how focused or full that analysis should be....The Court is persuaded by authorities which have concluded that where a movant has proffered expert testimony in support of its motion for class certification, and such testimony is critical to the issue of class certification, a full *Daubert* inquiry is appropriate."); *Robinson v. Nationstar Mortg. LLC*, No. 14-3667, 2019 WL 4261696, at *13 (D. Md. September 9, 2019) (holding that when an expert's opinions are "critical" to class certification, the court must make a "conclusive ruling" on the evidentiary challenge before it can rule on class certification); *Baxley v. Jividen*, 504 F. Supp. 3d 539, 542–43 (S.D.W. Va. 2020) (noting that when "courts have required a full or thorough *Daubert* analysis, they have largely done so when 'expert testimony is in fact critical to class certification,'" but declining to do such a full analysis because the expert's analysis was not critical to ruling on the class certification issue).

I find that Dr. Prince's formulaic models for determining overpayment and inherent value damages are essential to Plaintiffs' efforts to certify classwide damages classes in addition to

liability-only classes. Accordingly, I will undertake a "full" *Daubert* analysis in this case. The starting place for this analysis is Federal Rule of Evidence 702, as amended in 2000 to incorporate the teaching of *Daubert* and its progeny.

I. Rule 702

Fed. R. Evid. 702 states:

> A witness who is qualified as an expert by knowledge, skill, experience, training, or education may testify in the form of an opinion or otherwise if:
>
> (a) the expert's scientific, technical, or other specialized knowledge will help the trier of fact to understand the evidence or to determine a fact in issue;
>
> (b) the testimony is based on sufficient facts or data;
>
> (c) the testimony is the product of reliable principle and methods; and
>
> (d) the expert has reliably applied the principles and methods to the facts of the case.

Fed. R. Evid. 702. The advisory note to the 2000 amendments to Rule 702 ("2000 Advisory Note") is essential reading for judges and lawyers who undertake a *Daubert* analysis. There are several key takeaways that should be kept in mind. First, Rule 702 was amended in 2000 for the express purpose of incorporating the teachings of *Daubert* and its progeny, to fulfill their requirement that trial judges act "as gatekeepers to exclude unreliable expert testimony" with regard to all expert testimony, not just that which is science-based. 2000 Advisory Note (case citations omitted).

Second, the 2000 amendment to Rule 702 "provides some general standards that the trial court must use to assess the reliability and helpfulness of proffered expert testimony." *Id.* To do so, the trial court must apply Federal Rule of Evidence 104(a), which requires that the "proponent [of the expert testimony] has the burden of establishing that the pertinent admissibility requirements are met by a preponderance of the evidence." *Id.*

Third, the 2000 Advisory Note observes that:

> *Daubert* set forth a non-exclusive checklist for trial courts to use in assessing the reliability of scientific [or any other] expert testimony. The specific factors explicated by the *Daubert* Court are (1) whether the expert's technique or theory can or has been tested—that is, whether the expert's theory can be challenged in some objective sense, or whether it is instead simply a subjective, conclusory approach that cannot reasonably be assessed for reliability; (2) whether the technique or theory has been subject to peer review and publication; (3) the known or potential rate of error of the technique or theory when applied; (4) the existence and maintenance of standards and controls; and (5) whether the technique or theory has been generally accepted in the scientific community.

Id.

Fourth, the so-called "*Daubert* factors" "were neither exclusive nor dispositive. Other cases have recognized that not all of the specific *Daubert* factors can apply to every type of expert testimony." *Id.* And, additional factors may be relevant to the inquiry, such as: whether the expert will be testifying about matters that grow "naturally and directly out of research they have conducted independent of litigation, or whether they have developed their opinions expressly for purposes of testifying"; whether "the expert has unjustifiably extrapolated from an accepted premise to an unfounded conclusion"; whether "the expert has adequately accounted for obvious alternative explanations"; whether "the expert 'is being as careful as he would be in his regular professional work outside his paid litigation consulting"; and whether "the field of expertise claimed by the expert is known to reach reliable results for the type of opinion the expert would give." *Id.*

Fifth, "[a] review of the case law after *Daubert* shows that the rejection of expert testimony is the exception rather than the rule. *Daubert* did not work a 'seachange over federal evidence law,' and 'the trial court's role of gatekeeper is not intended to serve as a replacement for the adversary system'"—where "[v]igorous cross-examination, presentation of contrary evidence, and careful

instruction on the burden of proof are the traditional and appropriate means of attacking shaky but admissible evidence." *Id.* (internal citations omitted). "Likewise, this amendment is not intended to provide an excuse for an automatic challenge to the testimony of every expert." *Id.*

If the foregoing *Daubert* factors provide "up-close" guidance about how a challenge to expert testimony should be addressed by the trial judge, *Daubert* itself provides a helpful "birds-eye" view, to make sure the court does not overlook the evidentiary forest for the many scientific and technical "trees." As Justice Blackmun helpfully observed in *Daubert*, there are four related and sometimes overlapping concepts that help guide a trial judge in deciding a *Daubert* challenge. The expert evidence must be *relevant* (tending to prove or disprove facts that are consequential to the determination of the case), *reliable* (sufficiently accurate to be counted on, elsewise it is of no relevance), *helpful* to the factfinder (otherwise it is entirely unnecessary, as experts are only allowed to offer opinion testimony when the factfinders lack the knowledge and expertise to evaluate the scientific or technical evidence on their own), and must *"fit"* the facts and issues of the specific case (otherwise it is irrelevant, and unhelpful). *Daubert*, 509 U.S. at 591–93 (emphasis added).

Since Rule 702 and *Daubert* contemplate that the trial judge must be the "gatekeeper" determining whether expert evidence is admissible or not, trial judges would welcome the most focused and helpful analysis of the admissibility factors from the experts retained by the parties and the briefing by counsel on both sides of the admissibility issue. In a very real sense, when an expert witness files his or her Rule 26(a)(2) disclosure,[6] it would be wise for it to be written with

[6] Experts retained by the parties to offer opinion testimony at trial are required to make comprehensive pretrial disclosures of the opinions they will express at trial, as well as the facts or data they considered in reaching them. Fed. R. Civ. P. 26(a)(2)(B). They must timely supplement them if they change in any material respect. Fed. R. Civ. P. 26(e)(1)(A). Experts are required to provide the information in accordance with these rules, or to supplement their opinions within the

the recognition that the trial judge is, in essence, an audience of one who must understand the opinions the expert expresses, the factual support for them, the methodology applied to reach the opinions that will be testified to (and, vitally, why they are reliable), and how the methodology has been applied to the facts of the particular case. Since the *Daubert* factors include consideration of whether the methodology selected has been subject to peer review or similar scrutiny by other experts in a particular field, it would be of enormous help for the expert and the parties to provide the judge with copies of the most important peer expert articles, and especially so if the key passages have been highlighted to facilitate review by the judge.

Just as importantly, counsel for the proponent and opponent of the expert evidence at issue would demonstrate the most effective advocacy if they organized their memoranda to address the key *Daubert* factors and the evidence supporting their position with respect to each. Unfortunately, all too often, expert reports are drafted as if their intended audience was another expert in the same field. The reports are filled with undefined technical jargon and calculations likely to be indecipherable to a generalist judge; key peer reviewed literature is neither clearly identified, nor attached as an exhibit (with underlining to facilitate review); and counsel fail to organize their memoranda in a manner that allows the judge to undertake the required analysis.

II. Applicable Case Law

The post-*Daubert* case law largely tracks the requirements of Rule 702, as amended in 2000. For example, in *Hickerson v. Yamaha Motor Corp.*, 882 F.3d 476 (4th Cir. 2018), the Fourth

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time allowed by the court's scheduling order that imposes deadlines for the completion of discovery. Experts are prohibited from using undisclosed information at a subsequent trial or hearing unless the failure to do so is excused by the court for substantial justification or because it is harmless. Fed. R. Civ. P. 37(c)(1). Thus, when, as here, the court is required to rule on a *Daubert* motion, the challenged expert's reports filed pursuant to Rule 26(a)(2)(B), as well as the deposition testimony of the expert, become the primary sources of the information that will inform the court's ruling.

Circuit summarized the standards governing a *Daubert* challenge. The court noted that in fulfilling their gatekeeping duty, trial judges "'have considerable leeway' in excluding evidence," and are required to ensure that "[e]xpert testimony must be 'based on sufficient facts or data,' and the expert must arrive at his opinions by properly applying 'reliable principles and methods' to the facts." *Id.* at 480 (internal citations omitted). As for determining the reliability of expert evidence, the court referenced the well-known *Daubert* factors, namely, whether the methodology: has been tested; has been subjected to peer review; when employed, produces an ascertainable potential error rate (that is not excessively high); is governed by standards controlling its operation; and enjoys general acceptance within the relevant scientific or technical community. *Id.* at 480–81 (citing *Cooper v. Smith Nephew, Inc.*, 259 F.3d 194, 199 (4th Cir. 2001) and *Daubert*, 509 U.S. at 592–94). Further, the Rule 702 inquiry is intended to be a "flexible" one, which means that the *Daubert* factors are "helpful, not definitive." *Hickerson*, 882 F.3d at 481 (citing *Kumho Tire*, 526 U.S. at 150–51 and *Daubert*, 509 U.S. at 593). Finally, when applying these standards "courts 'should be conscious of two guiding, and sometimes competing principles[:] Rule 702 was intended to liberalize the introduction of relevant expert evidence [and] expert witnesses have the potential to be both powerful and quite misleading.'" *Hickerson*, 882 F. 3d at 481 (citing *Westberry v. Gislaved Gummi AB*, 178 F.3d 257, 261 (4th Cir. 1999)).

In *Cooper*, the court stated that "a trial judge, faced with a proffer of expert scientific testimony, must conduct 'a preliminary assessment of whether the reasoning or methodology underlying the testimony is scientifically [or technically[7]] valid and of whether that reasoning or methodology properly can be applied to the facts in issue.'" *Cooper*, 259 F.3d at 199 (citing

[7] While the focus of *Daubert* was scientific evidence, *Kumho Tire* made it clear that Rule 702 and the *Daubert* standards applied to all expert evidence within the scope of Rule 702, whether scientific, technical, or specialized. *Kumho Tire*, 526 U.S. at 149–50.

Daubert, 509 U.S. at 592–93, n.10). Additionally, the proponent of expert evidence must make these required showings by "a preponderance of proof." *Id.* Because the Rule 702/*Daubert* analysis is intended to be flexible, "particular [*Daubert*] factors may or may not be pertinent in assessing reliability, depending on the nature of the issue, the expert's particular expertise, and the subject of his testimony." *Cooper*, 259 F.3d at 200 (citing *Kumho Tire*, 526 U.S. at 150). And, importantly, the "trial judge must have considerable leeway in deciding in a particular case how to go about determining whether particular expert testimony is reliable." *Cooper*, 259 F.3d at 200 (citing *Kumho Tire*, 526 U.S. at 152).

Finally, and particularly relevant in this case, when the filing of a class certification motion occurs prior to full discovery having been afforded to the party seeking to certify one or more classes (and the moving party relies on the opinions of an expert to do so), the inability of the expert to express opinions that are fully supported by all the facts does not provide a basis for striking the expert's opinions. As Judge Chuang of this court aptly has noted "where the [expert's] broad methodology is sound, the lack of considerations of unproduced data cannot provide a basis to strike the expert's testimony. Rather than striking the testimony, the Court may need to consider permitting supplemental discovery to correct for the lack of relevant data not previously made available" to the expert. *Robinson*, 2019 WL 4261696, at *14. Here, Defendants objected to producing NDS database information for any plaintiffs other than the bellwether plaintiffs prior to determination of class certification. And that limited production was provided to Dr. Prince a mere two days before his initial report was due. In his rebuttal report and his deposition testimony, Dr. Prince explained why his opinions regarding the overpayment damages model were cabined by the limited class discovery produced by Defendants. Therefore, because, for the reasons explained below, I find that Dr. Prince's "broad methodology" for determining overpayment damages is

"sound," and that he still requires full class member access to the NDS database to fully calculate overpayment damages, his opinions regarding this model are appropriate to consider in ruling on the class certification motion.

Having discussed the standards that govern the admissibility of expert testimony in general and at class certification, I now turn to each of the damages models that Dr. Prince developed for measuring classwide damages.

DISCUSSION

I. Overpayment Damages

In his initial report, Dr. Prince "considered whether it is possible to formulaically estimate the amount of any change in market price for the value of the rooms that Plaintiffs booked in a 'but for' world" in which consumers were aware that Marriott[8] was not protecting consumer PII appropriately. It is an empirical question whether consumer demand for Marriott hotel rooms would have been reduced in the but-for world in which it had been disclosed to potential customers that Marriott's data security practices were inadequate. Prince Initial Rep. at ¶ 7. Relying on the results of a conjoint consumer survey prepared by another of Plaintiffs' experts, Sarah Butler,[9] Dr. Prince stated:

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[8] Dr. Prince repeatedly refers to "Marriott" in his written reports and deposition testimony when describing his overpayment damages model, but that was as a convenience, since Marriott is one of the defendants. It is clear that all of the overpayment damages were incurred from stays at Starwood properties between 2014–2018. Because Dr. Prince referred to "Marriott" throughout, I will also use Marriott and Starwood interchangeably for the purposes of this ruling.

[9] Defendants designated their own expert, Olivier Toubia, Ph.D., who criticized Ms. Butler's survey methodology and results, Expert Rep. of Olivier Toubia, Ph.D. ("Toubia Rep."), ECF No. 885-4 (sealed), but they have not sought to exclude Ms. Butler's methodology or the results of her consumer survey. For her part, Ms. Butler vigorously defended her methodology and results in the face of Dr. Toubia's criticisms. *See* Expert Class Cert. Rep. of Sarah Butler ("Butler Initial Rep."), ECF No. 859-3 (sealed); Rebuttal Rep. of Sarah Butler ("Butler Rebuttal Rep."), ECF No. 905-5 (sealed). Defendants have not sought to exclude Ms. Butler's methods and survey results, and my own review of the reports and depositions of Ms. Butler and Dr. Toubia leads me to conclude, for purposes of this motion, that Dr. Toubia's criticisms go to the weight of Ms. Butler's findings, not

> I can use accepted scientific methods to estimate prices that Plaintiffs would have paid in a but-for world where Marriott had disclosed its inadequate data security practices by drawing on the empirically estimated reduction in consumer demand from Ms. Butler's results. The estimates of these but-for prices can be obtained through econometric modeling of the pricing decisions that Marriott likely would have made upon observation of lower consumer demand and the responses of Marriott's rivals to any change in Marriott's prices. That is, I can use econometric modelling techniques employed in economic literature to estimate equilibrium pricing decisions that account for both demand and supply responses to reduced consumer demand.

Id. at ¶ 8.

Dr. Prince initially tested his model using current (as of 2021) hotel pricing information (as opposed to "historical" hotel pricing information relating to the relevant time period that the data breach took place, between 2014–2018) for Marriott hotels and their competitors in four cities. Prince Dep. 1 at 68:1–17; 79:16–80:5. He did this not for purposes of calculating actual overpayment damages, but rather just to demonstrate that his model could be used for the purpose of calculating overpayment damages on a formulaic[10] basis. *Id.* at 90:1–3; 164:17–165:1. But Dr.

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their admissibility. *See, e.g., Johannessohn v. Polaris Indus., Inc.* 450 F. Supp. 3d 931, 972 (D. Minn. 2020) (rejecting challenges to a conjoint survey conducted by Ms. Butler that were similar to those raised by Dr. Toubia, on the basis that they did not preclude admissibility, but were better reserved for cross examination.); *In re Whirlpool Corp. Front-Loading Washer Prods. Liab. Litig.*, 45 F. Supp. 3d 724, 753 (N.D. Ohio 2014) (rejecting challenges to the admissibility of another conjoint survey conducted by Ms. Butler that were similar to those raised here by Dr. Toubia, concluding "'[a] survey need not be perfectly conducted for testimony concerning its results to be admissible. So long as the expert's testimony and the underlying survey have probative value after all the survey's deficiencies are taken into account, testimony concerning the results for the survey that meets the basic requirements of usefulness and reliability is admissible into evidence, and the trier of fact may accord it the weight it deems proper.'" (citing 4 Jack B. Weinstein and Margaret A. Berger, *Weinstein's Federal Evidence* § 702.06 (2d ed. 1997)). Therefore, I will accept that Dr. Prince appropriately relied on Ms. Butler's findings in developing his overpayment model.

[10] By "formulaic," Dr. Prince means that his overpayment model may be used by each member of a certified class to calculate their individual overpayment damages. *See* Prince Dep. 1 at 94:9–11. Since the exact same model may be used without modification by each class member (albeit, by inputting the data regarding each of their particular stays at a Marriott hotel during the data breach period), Plaintiffs assert that overpayment damages may be calculated classwide. This concept is

Prince was confident that, when called upon to calculate class member damages relating to hotel stays on a particular date during the data breach period and a specific Marriott "focal hotel," he would be able to locate the historical hotel pricing and competitor information needed to do so. *Id.* at 205:1–21; 210:2–211:10. He subsequently did so in his rebuttal report, when he tested his overpayment model for six Marriott focal hotels using historical pricing information and NDS database information for bellwether plaintiffs. Prince Rebuttal Rep. at ¶¶ 44–51.

It should be acknowledged that Dr. Prince's first report is not an easy read for lay persons lacking a solid (if not advanced) knowledge of economics. And he did not advance his cause by his unnecessarily guarded, equivocal, and at times evasive testimony during his first deposition. But what can be pieced together from his first report, first deposition, rebuttal report, and second deposition, is that he selected his economic model for measuring overpayment damages from a series of well-regarded economic publications (some of which were studies of the hotel industry, and employed methodology identical or similar to that used by Prince in his overpayment model) including: Barry, Levinsohn, and Pakes (1995)[11] ("BLP") (discussed at length in Prince Initial

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discussed in more detail in the Memorandum and Opinion ruling on class certification. *See* Section III.

[11] Steven Berry, James Levinsohn, and Ariel Pakes, *Automobile Prices in Market Equilibrium*, 63 *Econometrica,* 841 (1995). This article introduced a new method to estimate demand and supply structurally in oligopolistic differentiated product markets. *Id.* It relied on aggregate level consumer and supplier data and undertook to demonstrate that market demand and supply curves can be determined on the basis of product-level and aggregate consumer-level data. *Id.* Although the market studied was the automobile industry, the underlying principles have widely been followed for other oligopolistic differentiated product industries, such as the hotel industry. *Id.*

Rep. at ¶¶ 95–120); Nevo (2000),[12] Mazzeo (2002),[13] Cho (2018),[14] Petrin (2002), [15] and Wilson (2011).[16] *See, e.g.,* Prince Rebuttal Rep. at ¶ 15 (citing Mazzeo and BLP), ¶¶ 19–21 (citing Nevo), ¶ 43 (citing Wilson); Prince Initial Rep. at ¶ 64 (citing Cho), ¶ 117, n.184 (citing Petrin). In addition, his model was designed to replicate Marriott's own internal program for pricing hotel rooms against the competition, known as "One Yield," Prince Rebuttal Rep. at ¶¶ 14, 18, 36, 40, as well as the testimony of a Marriott 30(b)(6) witness familiar with Marriott's pricing of hotel rooms to account for competitors' pricing, *Id.* at ¶¶ 14, 34 (citing Marriott Rule 30(b)(6) Deposition of Russell Vereb) (May 26, 2021)).

With respect to the methodology most heavily relied on by Dr. Prince, the BLP model, the articles cited by Dr. Prince and description given by him in his written reports and deposition

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[12] Aviv Nevo, *A Practitioner's Guide to the Estimation of Random-Coefficients Logit Models of Demand*,, 9 J. of Econ. & Mgmt. Strategy 513 (2000). This is a very sophisticated and highly cited article aimed at advanced degree economists that extensively discusses how to implement the BLP model and similar models. *Id.* It concludes that the researcher does not need individualized information or data, but only market level price data, quantity data, and product characteristics data. *Id.* It analyzes competition based on product characteristics. *Id.* Moreover, it demonstrates that only a limited number of product characteristics, determined by the researcher, is needed to accurately estimate the model. *Id.* And, it provides a detailed discussion about how to determine the total market size, which is necessary to identify an "outside option." *Id.* Although this study focused on the cereal market, it has extensively been used for many other types of markets. *Id.*

[13] Michael J. Mazzeo, *Competitive Outcomes in Product-Differentiating Oligopoly*, 84 Rev. of Econ. and Stat. 716 (2002) (describing a structural model methodology of supply and demand in hotel markets and providing guidance as to how to measure prices and competition in the hotel industry, measures that Dr. Prince discussed and adopted as part of his overpayment methodology).

[14] Sungjin Cho et al., *Optimal Dynamic Hotel Pricing*, *Working Paper* (2018). Although not a peer reviewed article, it is a working paper co-authored by economics professors at Seoul National University and Georgetown University. It is a sophisticated study of the hotel industry showing that hotel prices reflect co-movement, which was relied on by Dr. Prince in developing his overpayment model. *Id.*

[15] Amil Petrin, *Quantifying the Benefits of New Products: The Case for the Minivan*, The J. of Pol. Economy (2002) (discussing, extending, and enhancing the BLP model).

[16] Nathan E. Wilson, *Branding, Cannibalization, and Spatial Preemption: An Application to the Hotel Industry*, FTC Bureau of Economics Working Paper No. 309 (using the BLP demand estimation analysis when studying the hotel industry).

testimony, it appears that his overpayment model would operate formulaically in three analytical steps, as follows. [17]

Step One: Gather data relating to each Marriott focal hotel where a class member stayed during the data breach period, for an appropriate time period (discussed below), which includes: identifying a Marriott focal hotel (where a class member stayed); identifying a set of competitors for that focal hotel (up to a maximum of nine, based in part on Marriott's One Yield program); identifying the core set of hotel features for the focal hotel and its nine competitors (collectively, the "choice set") (selected based on the results of the Butler conjoint consumer survey, academic literature, and historical information regarding the hotel tier, location, amenities, brand, and prices of each of the hotels in the choice set); identifying the minimum price charged by the ten hotels in the choice set for the appropriate time selected to run the model (taken from the Mazzeo paper and data collected from historical sources); identifying the appropriate number of hotel rooms for the particular market (measured by total rooms or number of rooms sold); and, finally, calculating the "outside option"[18] (meaning the statistical probability that a consumer would choose a hotel room other than from the ten choice set hotels in that particular market, a step apparently informed by the BLP, Nevo, and Jones and Chen studies, which does not prescribe any single immutable method of selecting an "outside option," provided the manner chosen generates a positive

[17] *See* Prince Initial Rep. at ¶¶ 95–119.

[18] In determining how to calculate the outside option in this case, Dr. Prince was guided by a paper that analyzed the hotel industry in Las Vegas, Nevada, Peter Jones & Meng-Mei Chen, *Factors Determining Hotel Selection: Online Behaviour by Leisure Travelers,* TOURISM AND HOSPITALITY RSCH. (2011), which he cited in his reports. Prince Initial Rep. at Appx. 3, n.209, Prince Rebuttal Rep. at ¶ 21, n.18. Dr. Tucker also referenced it. Tucker Rep. at ¶ 88, n.179–81. This paper studied consumer practices in selecting a hotel to stay in during leisure travel and concluded that the process is done in two stages. The first narrows all possible hotels to a "consideration set." At the second step, these hotels were filtered to obtain a "choice set," from which the one hotel was selected for the stay. Dr. Prince was influenced by this paper in choosing the consideration set and choice set in his BLP model, which are necessary to establish the outside option.

statistical probability that a consumer would choose lodging other than from the choice set for that market).

Step Two: Factor in the results of the Butler conjoint study as they relate to a consumer's willingness to pay for a hotel room in the hypothetical but-for world (that is, consumer willingness to pay for a hotel room when aware that Marriott may not have adequate data security protections, which could lead to a loss of consumer PII—a price that is lower than the actual price paid by the class member in the "real world," when he or she purchased a hotel room from Marriott at a particular focal hotel, at a particular time). This step is intended to simulate market dynamics (i.e., supply and demand dynamics) that generate the "overcharge" caused by the Marriott data breach. In other words, the percentage difference in price for the hotel room actually paid by the class member (the "real world price") and the reduced price that a consumer would be willing to pay in the "but-for" world, as determined by the Butler conjoint survey.

Step Three: Determine the actual overcharge damages for a particular class member and a particular stay during the data breach period. Only the following data would be required for each class member, all of which Prince stated could be derived from the Starwood NDS database: the class member for each stay, the focal Marriott hotel of the stay, the price that class member paid for the Marriott focal hotel room, and the dates of the stay.

Defendants, of course, challenge this methodology on a variety of bases. The clearest explanation of these objections is found in Dr. Tucker's supplemental report filed on February 18, 2022. Tucker Suppl. Rep. Dr. Tucker is particularly critical of Dr. Prince's overpayment model because, she contends, he only proposes to analyze the market for each focal Marriott hotel at a single point in time, despite the fact that class members may have stayed there at multiple times during the data breach period. This, Dr. Tucker contends, is economically unsound because the

competitive market for the same focal hotel can change in material ways over a four-and-a-half year period. *Id.* at ¶¶ 3, 6, 11, 16, 18, 20–22.

It is true that Dr. Prince generated considerable confusion about the frequency with which he would test the competitive market for each Marriott focal hotel. In his first deposition, he testified that, once he had access to the full Starwood NDS database, he planned to run his overpayment model for each class member stay at each focal hotel during the entire data breach period, meaning that he would have to run his model numerous times for each individual market. Prince Dep. 1 at 93:15–94:11; 97:21–98:16; 102:2–6. And, with as many as 1200–1400[19] focal hotel locations that might need to be examined, that could amount to an enormous number of calculations. In his rebuttal report, Dr. Prince clarified that only one run of the model is required for each focal hotel's competitive market. Prince Rebuttal Rep. at ¶ 43. But it mischaracterizes Dr. Prince's position to insist, as Defendants do, that his belief that he only needed to test each focal hotel's competitive market a single time was immutable. To the contrary, he clearly stated in his first deposition (and again in his second deposition) that it might be necessary to run the model more than once for each market, but he would need the full NDS database in order to determine this. *See, e.g.,* Prince Dep. 1 at 102:2–6 ("Well, I haven't gone to parsing it by time period, but I would say there may be a need to do analysis at different points in time. I just, sitting here now, don't want to go so far as to say what the segments in time would be"); Prince Dep. 2 at 359:1–14

[19] Prince Dep. 1 at 103:5–9. Of course, because I have only been asked to certify liability and damages classes for class members from California, Maryland, and New York under the overpayment theory, the number of Marriott focal hotel stays that must be examined once Dr. Prince has access to the NDS database will be substantially reduced. In other words, he will NOT be called upon to examine the competitive markets for each of the 1200–1400 Marriott focal hotels for each class member for all 50 states for the full 4.5-year data breach period. Rather, he would need to examine only the markets for the hotels where the relevant class members stayed for only the relevant time periods.

("Well, I think for each—with each market, what I would do is look to see if there's a change of competitors. If there was, I can assess multiple runs of the model for changes in the competitors. And then, I also can do sensitivity checks to runs at multiple points in time, even if there was the same number of competitors. . . . So, what I'm saying is that one is required, but that doesn't preclude me from doing checks to see if multiple runs providing any information about the usefulness of running multiple times.").

Moreover, Dr. Prince justified his impression that a single run of his overpayment model for each focal hotel could be sufficient by his explanation that there was support in the economic literature that hotel prices within the same competitive market reflect "co-movement" in prices over time. Prince Dep. 2 at 360:9–14 ("[Co-movement is] the simple idea of prices amongst, in this case, competing hotels, moving in a correlated way. So, one hotel's price goes up; other hotel's prices tend to also go up. One hotel's price goes down the other hotels' prices also tend to go down"); 361:9–24. Based on this characteristic of the hotel industry, Dr. Prince concluded that "predictable patterns of pricing"[20] could be derived allowing him to assume that within a particular Marriott focal hotel market, prices would co-move at the same rate throughout the data breach period, allowing him to apply the same percentage of overcharge for each stay of a class member at that focal hotel for the entirety of the data breach period. He based this assumption on a working paper published by four economists[21] (at least one of whom, John Rust, is highly respected amongst economists).[22]

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[20] Prince Dep. 2 at 361:5–17.

[21] Sungjin Cho, Gong Lee, John Rust, and Mengkai Yu, *Optimal Dynamic Hotel Pricing* (Soc'y for Econ. Dynamics Meeting Papers 179, 2018), https://economics.sas.upenn.edu/index.php/system/files/2018-04/hp_final_update.pdf (cited by Dr. Prince at Prince Rebuttal Rep. at ¶ 43, n.46).

[22] As noted, Dr. Prince primarily relies on the empirical fact of "co-movement" of hotel prices to support his conclusion that he may need as few as one run (but, if more than one run, only a few)

Dr. Tucker strongly disagreed, of course, and criticized Dr. Prince for assuming co-movement of hotel prices without actually testing for it with respect to the Marriott focal hotels. Tucker Suppl. Rep. at ¶¶ 13–20. If Dr. Prince had reached final conclusions regarding the overpayment damages for all of the class members in this case, that criticism might doom his calculations. But, for purposes of class certification, that was NOT what he was asked to do. He was asked to develop a model for formulaically measuring overpayment damages that could be used to calculate these damages for each member of a specific certified class. He developed his model, initially tested it using current information, and later tested it again using historical data for bellwether plaintiffs in six cities. He supported his assumption that hotel prices reflect co-movement (thereby enabling him to assume that one run of his model for each focal hotel competitive market was sufficient) by reference to supporting economic literature. Dr. Prince candidly acknowledged that he might need to adjust the application of his model once he received the additional information from the NDS database, and he was confident that his model would allow him to do so. As he made clear:

> I note that there are many practical alternatives, none of which require individualized analysis at the class member level. . . . But it is not possible to know which calibration will be most accurate without reviewing information that Marriott has not yet had to produce: i.e., information on Marriott's non-class representatives

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of the model for each Marriott focal hotel's competitors, rather than for each stay of each class member, as Marriott contends is necessary. *See, e.g.,* Prince Rebuttal Rep. at ¶¶ 40, 43, n.47; Prince Dep. 2 at 412:8–413:1; 421:1–25; 437:1–25. In one instance, he also contends that co-movement of hotel prices would allow him to "impute" the prices charged by Marriott focal hotel competitors during the more than four-year duration of the data breach, if he were unable to find the prices those competitor hotels actually charged. *See* Prince Rebuttal Rep. at ¶ 43, n.49 ("To the extent that price data are not available for competitors in an area for a comparable set of [Marriott] booking and stay dates, even these situations can be addressed through the calculation of an imputed price. . . . According to the results of empirical studies such as Cho et al. (2018) [the study that found strong evidence of co-movement of prices within the hotel industry], it would be reasonable to estimate an imputed price for [a competitor hotel based on the prices of other competitor hotels whose actual prices were ascertainable]. . . .").

> customers. . . . The markets upon which the model is applied ultimately depends upon the information that Marriott will provide for all class members at the damages phase. I do not have access to the complete list of stays by proposed class members, and it is my understanding that Marriott has not been required to turn over this information before plaintiffs are certified as a class.

Prince Rebuttal Rep. at ¶¶ 21, 25.

And the same applies to Dr. Tucker's many other criticisms of Dr. Prince's methodology, including his method of calculating the outside option, changes in the competitive market for each focal hotel market, changes in hotel characteristics (amenities, size, tier, and brand), as well as the errors that Dr. Tucker found in some of Dr. Prince's data used to test his methodology. Tucker Suppl. Rep., Section III.

I am persuaded, therefore, that Dr. Prince has met the requirements of Rule 702 for purposes of identifying a model for formulaically calculating overpayment damages for the discrete liability and damages cases for which Plaintiffs seek certification. First, there is no question that Dr. Prince is highly qualified. Second, he supported his model with sufficient factual data for its limited intended purpose (developing a model for future use to calculate damages formulaically once additional discovery was received from Marriott). Third, he developed his methodology by reference to reliable economic literature. And fourth, he tested his methodology with both current and historical information relating to the bellwether plaintiffs, to whose NDS database information he was given access, thereby applying his model, to the extent then possible, to the facts of this case.

Moreover, once he receives the additional discovery he needs to run his model for the class members that have been ascertained following classwide notice, and he has access to the NDS database for those class members, he will be able to run his model for those specific class members for their stays at Marriott focal hotels during the data breach period. This undoubtedly will entail

far fewer calculations than those Dr. Prince was challenged with by Defendants during his depositions. It also will enable him to test whether he only needs one run of his model for each focal hotel during the entire data breach period, or whether more are needed (for example, because prices for that particular market did not co-move as anticipated throughout the data breach period, or the competitor set for that focal hotel changed in some significant way). And he will be able to calculate the outside option in a manner that has been accepted as reliable by the economic literature. This testing will allow error rates to be assessed by both Dr. Prince and Dr. Tucker, and depending on their magnitude, the results of Dr. Prince's calculations may be evaluated for admissibility at trial. But that is a ruling for another day.

II. Market/Inherent Value Damages

Dr. Prince's second category of damages "considered whether damages stemming from the inherent value of [Plaintiff's]…data can be estimated formulaically for all Plaintiffs." Prince Initial Rep. at ¶ 10. Dr. Prince concluded that consumers "attribute value to preserving the privacy of their personal information. This value stems from consumers' incentives to protect their personal information" to avoid such undesirable consequences as identity theft, receipt of unwanted marketing communications (such as spam or telemarketing calls), or public disclosure of sensitive personal information. *Id.* Dr. Prince also opined that there was market demand for consumer personal information, and that "these economic incentives to protect personal information, combined with demand for consumer information, produce market value." *Id.* From these assumptions, Dr. Prince derived "a method for estimating the revenue one could reasonably expect to collect for various combinations of personal data that were plausibly stolen from the class members." *Id.* at ¶ 11. He then used "public information about market prices for personal data," and estimated the value that could be obtained from the market for selling Plaintiffs' data" that was compromised by the Marriott data breach. *Id.* And, because "individual records can be sold

multiple times…one can then multiply these prices by an estimated quantity of sales to obtain a formulaic calculation of the damages for each Plaintiff." *Id.* Dr. Prince concluded by stating:

> I can apply the above damages methodology formulaically to all members of the proposed classes to whom a jury finds that Marriott is liable. . . . I understand that the Court has ruled that Marriott does not need to produce data for all proposed class members at this time, thus below I demonstrate the way in which my methodology could be applied to all proposed class members if Marriott does produce such data in the future.

Id. at ¶ 12.[23]

Unfortunately, due to some inartful descriptions by counsel for Plaintiffs of this second category of damages as "diminishment of" the value of Plaintiffs' PII, a good deal of time, energy, and resources of the parties was devoted to resolving a dispute about whether Dr. Prince had changed his methodology between his first and second reports.[24] Defs.' Letter Mot., ECF Nos. 961 (sealed), 963 (redacted); Pls.' Letter Mot., ECF No. 964; Letter Order of January 18, 2022, ECF No. 967. I ultimately ordered that Dr. Prince be deposed a second time for the limited purpose of determining whether he had changed his methodology between his first and second reports, and the Special Master, Judge (Ret.) Facciola, capably presided over this deposition. Letter Order of November 30, 2021, ECF No. 940. Thereafter, counsel exchanged letter motions addressing whether Dr. Prince's explanation of his market/inherent value damages model (in his rebuttal

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[23] Dr. Prince also noted that Marriott had "produced a significant amount of data about the bellwether plaintiffs two days ago." Prince Initial Rep. at ¶ 12. Inasmuch as his initial report was dated July 12, 2021, and his rebuttal report was dated October 12, 2021, Dr. Prince had over 90 days in which to test his methodology for determining market/inherent value on the NDS database information for each of the bellwether plaintiffs. He did not, and the significance of this failure to do so is discussed below.

[24] I am satisfied that the Consolidated Amended Complaint does sufficiently plead that Plaintiffs suffered the loss of the economic value of their PII as a result of the Marriott data breach, such that what Dr. Prince undertook to quantify was indeed a category of damages that Plaintiffs had pleaded. *See, e.g.*, Compl. at ¶¶ 5 (alleging loss of the "inherent value" of PII), 270 (alleging loss of the inherent value of PII), 304 (same), 1349 (same).

report and second deposition) should be stricken, as well as Plaintiffs' motion that portions of Dr. Prince's second deposition be stricken due to questioning by counsel for Defendants that Plaintiffs' counsel argued exceeded the scope of the order allowing his second deposition. Defs.' Letter Mot.; Pls.' Letter Mot. I denied both motions but ordered that Dr. Tucker could file a supplemental report addressing Dr. Prince's second report and second deposition, ECF No. 967, which she did, ECF No. 984, filed February 18, 2022.

Dr. Prince's second deposition provides the clearest and most concise explanation of his methodology for formulaically determining Plaintiffs' market/inherent value damages. For ease of reference, I will refer to this for the remainder of this opinion as Plaintiffs' "market value" damages methodology.

In his second deposition, Dr. Prince unequivocally stated that his methodology for determining market value damages did NOT measure the change in price (in other words, diminution in value of PII caused by the data breach) of Plaintiffs' PII that was compromised in the Marriott data breach. Prince Dep. 2 at 450:22; 451:8; 492:18–22 ("Q. Your methodology doesn't calculate whether the market price of data decreased as a result of…the market price of data decreased as a result of the data breach, correct? A. Yes, that's right"). Rather, he explained that he undertook to calculate the *revenue* that could be estimated from the market value of Plaintiffs' hacked PII. *Id.* at 451:13–452:1 ("I'm looking in terms of revenues, so price times quantity. So, I'm not measuring whether or how the price has changed. But I am thinking in terms of what it means in terms of a quantity change. Q. When you say 'quantity change,' can you clarify what you mean by that? A. So, what I mean is the number of sales one could reasonably expect those data could attain. Q. Right. And so, when you say you're talking about revenue, you're

talking about the number of sales times—multiplied by an assigned market value; is that fair? A. By an assigned market price, yes").

Thus, it is essential to the operation of Dr. Prince's market value model that he determine the revenue ("R") that would be generated by the total number of sales (i.e., quantity, or "Q") of an individual plaintiff's PII at a particular market price ("P"). Expressed formulaically, his model can be described as follows: R (revenue) = P (market price) x Q (total number of sales of each plaintiff's particular "bundle" of hacked PII (for example, name, address, email address, credit card number, credit card expiration date, credit card security code, passport number, etc.)). Therefore, Dr. Prince would need to determine the specific "bundle" of PII for each class member that was compromised by the data breach, determine the market value for that particular bundle, and, finally, determine the number of times that a plaintiff's bundle was "sold" in order to reach the total market value loss for that plaintiff. In response to skillful questioning by counsel for Accenture, Dr. Prince testified that there were four steps required under his methodology.

Step One: Dr. Prince agreed that the first step of his market value model required him to identify the data (PII) of each class member that was compromised by the breach. *Id.* at 456:2–12 ("Q. Okay. So it seems to me that the first step in your methodology is that you need to identify the data that are at issue for a given class member; is that fair? A. So, I would identify which types of data, for example, you know, home address, phone number, credit card number, that were compromised for a given class member, yes."). When asked how he would do this, Dr. Prince testified that he would get that information from the NDS database. *Id.* at 456:10–12 ("Q. How do you propose doing that? A. I believe that information, we would be able to get that from the NDS data."). Importantly, when Dr. Prince was asked, "Have you done that analysis for any potential

class member to date?",[25] he answered, "I don't believe I have damages calculation for a specific class member for the inherent value thus far." *Id.* at 456:13–17.

When the obvious follow-up question was posed to Dr. Prince—"[w]hy didn't you attempt to perform that at least for one or more of the bellwether plaintiffs?" —he answered:

> I'm trying to remember. I know we had some issues with the data the first time around. So, in the opening report, the data were basically unworkable for us until two days before the report was due. So that wasn't really a possibility. And then for the rebuttal, I think the method—the method, I think, is very clear. It's, I guess, it would be easy to do for any individual. But I think the method I thought was sufficiently clear.

Id. at 456:21–457:5.

On further questioning, he amplified his answer, saying "[b]ut, you know, I guess in this case it's—I feel like it's eminently clear. If you give me an individual and tell me they lost their address and phone number and credit card information, applying the method produces the number with very minimal steps." *Id.* at 457:15–20. Thus, Dr. Prince had the data he needed to test his market value methodology with respect to the NDS data for the bellwether plaintiffs (which he did with regard to his overpayment model). He had ample time before he filed his rebuttal report to do so. It would have been easy to do so. And he could have done so "with minimal steps." *Id.* But because he felt his method was "sufficiently clear," he never bothered to apply it to the facts of this case.[26] As will be emphasized below, this is one reason (but not the only reason), why Dr. Prince's untested market value model is inadmissible.

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[25] Recall that Dr. Prince stated in his first report, which was dated July 12, 2021, that he had recently received the NDS data for the bellwether plaintiffs. Prince Initial Rep. at ¶ 12. His rebuttal report was dated 90 days after his initial report (on October 12, 2021), and his second deposition occurred on December 23, 2021. Thus, Dr. Prince had more than five months in which to test his market value model on the NDS data for the bellwether plaintiffs in order to determine whether it could accurately calculate market value damages. But he did not.

[26] As already noted, Dr. Prince did test his assumptions using bellwether plaintiff NDS data when he formed his opinions regarding the overpayment damages, so his failure to do the same for the

Neither Defendants nor the Court is obligated to accept the untested *ipse dixit* pronouncement of an expert that he is satisfied that his method is reliable and will produce accurate results, without the inconvenience of having to test it to show that it is. This is precisely the type of opinion that Rule 702 (b)–(d) guards against, by requiring as a condition precedent to admissibility that the expert's conclusions be supported by "sufficient facts or data" and be "the product of reliable principles and methods," and that the expert "has reliably applied the principles and methods *to the facts of the case*." Fed. R. Evid. 702 (b)–(d) (emphasis added). And, while at the class certification stage, it is sufficient for Dr. Prince to show that he has a model that may reliably be applied to whatever class members are ultimately certified, this does not relieve him of the requirement to show that it can in fact produce reliable results by actually testing it. This is particularly so when, as here, Dr. Prince had access to the NDS data of the bellwether plaintiffs, ample time to test his model to demonstrate its reliability and the accuracy of its results, and it would have been "easy" for him to do so.

Step Two: Dr. Prince was asked, "So, is it fair to say that the next step here in your analysis would be to determine once you have an individual with a set of data, whether each component of that data set has value?" Prince Dep. 2 at 460:7–10. He answered, "Well, what I would say is I'd look for whether each component…I would look for in the market is there a comparable data for each type for which there is a market price. And for each one that has a market price, that would be included in the set that I would search over." *Id.* at 460:11–16. He amplified, explaining that he and his team first looked at "different entities that sell data, and what kind of data is it, what kind

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market value model is contrary to his own approach. Inasmuch as Rule 702 and the *Daubert* factors place particular emphasis on the importance of testing expert assumptions, as opposed to conclusory assumptions, so that they will produce accurate results, the failure to test his assumptions regarding the market value model is especially concerning.

of prices do they charge." *Id.* at 461:14–16. Then, they "looked for subsets of those data that, at least, would be considered reasonably comparable to the type of data that, [in] my understanding, was breached from Marriott." *Id.* at 461:16–19.

As with his first step, Dr. Prince touted the ease with which he would be able to determine the market value of the bundle of PII of any particular class member, as documented in the NDS database. He was asked, "Have you performed that analysis for data pertaining to any of the potential class members in this case?" *Id.* at 463:13–15. He responded:

> So, looking at, for a given class member, what data was stolen from them, and then what's the value of those data? [Defendants' counsel said "Yes," and Dr. Prince continued] As I said…that wasn't even feasible with the opening report. And then the method, I believe it's so straightforward that, you know, literally you hand me any person, you tell me what the data fields are, name, address, phone number, I apply the method to that and the number pops out very easily."

Id. at 463:16–464:1. When Defendants' counsel followed up by asking, "And so, the answer is, no, you have not done it, at least to this point, as to any individual potential class member?", Dr. Prince replied, "I haven't." *Id.* at 464:2–5. Thus, as with the first step of his model, Dr. Prince had the bellwether plaintiff NDS data and the time to test the second step of his model, but he elected not to do so.

Step Three: Defendants' counsel then asked, "And then it seems to me that the third step in your methodology, Dr. Prince, is that you then determine the value of that bundle; is that fair?" *Id.* at 464:9–12. He answered, "I provide ways for measuring the value of that bundle." *Id.* at 464:13–14. He was asked how he would do this and responded that he described two approaches in his report. One was to set a "lower-bound" estimate, the other was a "less conservative" higher-bound value. *Id.* at 464:22–465:6. Defense counsel then asked whether Dr. Prince had "determined whether it's feasible to perform that analysis, the lower-bound and upper-bound analysis for all of the NDS data fields?" *Id.* at 465:6–9. He responded:

> I guess I'm—I'm hard pressed to see what would preclude me from being able to do that for all the NDS data fields. So, either if the data field doesn't have an associated price, then it wouldn't be included. If it has an associated price, then its included, and then I just apply the method. And literally I click "Go," and it would produce all the measures.

Id. at 465:10–17.

When he was asked by Defense counsel what he meant by "click 'Go,'" Dr. Prince explained that he and his team already did market analysis to determine the relevant data prices and had put together a table that summarized the prices so the remaining step would be to "execute the algorithms that I've laid out, and it will produce the damages figures." *Id.* at 466:15–467:1. But when Defense counsel asked him whether the data source tables included in Dr. Prince's report "reflect all available fields of data that exist in the NDS?" Dr. Prince responded, "I can't say that they necessarily cover all the fields in [the] NDS. So, you know, that—as I said, in the opening report, we didn't have the data in time to do that kind of analysis. For the rebuttal, I felt like the algorithm was clear and there was nothing further to elaborate on that." *Id.* at 467:7–15.

Algorithms are not omniscient, omnipotent, or infallible. They are nothing more than a systematic method of performing some particular process from a beginning to an end. Paul W. Grimm et al., *Artificial Intelligence as Evidence*, 19 NW. J. TECH. & INTELL. PROP. 9, 11 (2021) (defining algorithm). If improperly programmed, if the analytical steps incorporated within them are erroneous or incomplete, or if they are not tested to confirm their output is the product of a system or process capable of producing accurate results (a condition precedent to their admissibility),[27] then the results they generate cannot be shown to be relevant, reliable, helpful to the fact finder, or to fit the circumstances of the particular case in which they are used. As with the failure to test the first two steps of his market value model against the NDS data for the bellwether

[27] *See, e.g.*, Fed. R. Evid. 901(b)(9).

plaintiffs, as he so easily could have done, Dr. Prince's willingness to rely on his own untested conclusion that his model could reliably be applied to the facts of this case is insufficient to meet the requirements of Rule 702.

Step Four: Dr. Prince was questioned by Defense counsel regarding the final step of his market value model: "It seems to me that the final step of your methodology here is what you lay out at paragraph 138 of your original report. And that's to multiply the bundle price by what you call the quantity of sales, I believe. An estimated quantity of sales; is that right? A. Yes." Prince Dep. 2 at 471:4–10. When asked to explain how he was "going to make the determination of what that quantity of sales would be," Dr. Prince responded, "So I lay out the possibilities here. But the key thing that I emphasize is that none of these requires individual inquiry. It would be using—so, one of the papers I cite is the [OECD] paper in footnote 208 [Prince Initial Rep. at ¶ 138],[28] which talks about exactly this type of issue." Prince Dep. 2 at 471:14–19.

Dr. Prince stated that for "data-heavy" companies whose "value is largely determined by the data that they hold" he could:

> [S]imply do the ratio between the value of the company and the amount of data that they have as an approximation for, you know, how much—what kind of turnover they get out of the data that they have, which would then feed into the overall value of the company. So that's one way of going about it. That paper [OECD] also talks about looking at revenues, for example. But the bottom line is, there are multiple ways to think about that. And they're all very general, not requiring individual inquiry.

Prince Dep. 2 at 471:23–472:9. But when asked, "[S]itting here today, it sounds like you don't know precisely which direction you're going to take on this quantity of sales, right?", Dr. Prince

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[28] Citing Org. for Econ. Coop. & Dev. ("OECD"), *Exploring the Economics of Personal Data: A Survey of Methodologies for Measuring Monetary Value*, at 25, OCED Dig. Econ. Papers No. 220 (Apr. 2, 2013), http://dx.doi.org/10.1787/5k486qtxldmq-en. For ease of reference, I will also refer to this publication as the "OECD paper."

replied, "I would say I would probably start with exactly what I just described." *Id.* at 472:10–14. When asked whether his model assumed that the same quantity of sales applied for "each and every class member," Dr. Prince replied:

> It needn't necessarily be. I mean, one could potentially allow for a different estimate for Q [the number of sales of data for each class member] for different combinations of data. But one could very plausibly just estimate kind of a baseline Q that would be applied to everyone as well. That would be another reasonable approach.

Id. at 472:17–22.

This exchange reveals a number of serious (and unanswered) concerns about the reliability of the methodology Dr. Prince would use to arrive at the number of times the data for each class member was sold, or "Q", without which he simply cannot calculate classwide market value damages. First, the OECD study, on which Dr. Prince seems entirely to rely in determining the quantity of sales of class member PII, clearly explains the drawbacks of each of the methods Dr. Prince appears to accept (at face value) as "plausible" market valuation methods to calculate the total number of data sales—summarized conveniently in a chart at p. 20 of the OECD paper. The chart makes clear that the methods described by Dr. Prince may be used as measures of *value* of personal data ("indicators based on market valuation"), not methods of determining the total *number of sales* of personal data of any individual consumer. And Dr. Prince fails entirely to explain how methodology designed to be used for one purpose (valuation of personal data) reliably can be used for a completely different purpose (estimating the total quantity of sales of one person's personal data).[29] This fails to comply with the requirement of Rule 702(d) that the

[29] The earlier exchange demonstrates the off-the-cuff nature of Dr. Prince's approach to his market value damages methodology. He makes it quite clear in his deposition testimony and reports that he relied heavily on the OECD paper in developing his methodology. Dr. Prince claims that the multiple possible models for calculating the value of individual items of PII identified in the OECD paper (each with its own drawbacks and potential for erroneous conclusions) would yield a different quantity of PII sales for any or every class member and could account for different values

proponent of expert opinion testimony has "reliably *applied the principles and methods to the facts of the case.*" Fed. R. Evid. 702(d) (emphasis added).

Second, and importantly, the OECD paper prefaces its discussion of various means of estimating the value of personal data based on market valuation with a clear caveat:

> There are two important points that should be kept in mind in this context. Firstly, it must be highlighted that there is no single, perfect measure of value of personal data. Each of the presented measures might suffer from certain methodological biases and measurement errors. It should also be reemphasized that it is crucial not to isolate personal data from the underlying context of the business model in question.

OECD Paper at 19. Turning to the first method discussed in the OECD paper—"financial results per data record" (the one that Dr. Prince said he "probably would start with")—it is described as "[a]ggregated market cap (revenues, or net income) of a company divided by the total number of personal data records used by this company." OECD Paper at 20. Its benefits are described as "relatively easy to identify, reflects actual economic value added generated through personal data." *Id.* But its potential drawbacks are described as follows: "Likely to be inaccurate, as numerous other components impact market cap/revenues/income of a company; [p]ossible synergy effects could lead to overestimates for firms with larger datasets; [a]ppropriateness of this approach depends on what portion of turnover is directly tied to personal data." *Id.*[30] But nowhere in either

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for each class member depending on the combination of comprised data for each class member. Prince Dep. 2 at 472:17–22. However, all financial valuation methods proposed in the OECD paper (market capitalization, revenue, profit) create equal value for each data record, no matter what the content, and all methods infer a common "Q" for each record. Dr. Prince has failed to identify how he would be able to formulaically calculate a separate "Q" for each individual record using the methods proposed. But even if Dr. Prince could justify this economic legerdemain, he failed to test it using the available NDS database for any bellwether plaintiff, which itself falls short of complying with Rule 702.

[30] The OECD paper provided more detail about the use of the "financial results per data record" method of calculating the value of personal data. It stated, relevantly: "The first method for estimating the value of personal data looks at the financial results of a company such as market capitalization, revenues, and net income on a per-user or per-record basis as a way to capture the

his initial report (where he mentioned the OECD paper in a footnote on the next to last page of his report), his rebuttal report, or either of his depositions, does he explain how he determined that this methodology's drawbacks did not outweigh its benefits, or that it would be appropriate for use in estimating "Q"—total sales of class member personal data for purposes of calculating market value damages. And just as concerning, he did not attempt to test this methodology using the NDS data of any bellwether plaintiff, despite the fact that he had this data and months in which to do so.

Similarly, Dr. Prince's testimony that the OECD paper also allows him to determine the market value of PII by "looking at revenues"[31] fails to account for the serious shortfalls of this methodology identified in the OECD paper itself. It states:

> There are several limitations related to the use of financial results (e.g., market cap, *revenues* or net income) divided by the number of users or records as a measure for value of personal data. There are numerous components other than personal data that impact financial results of a company, such as its human and physical capital stock, volume of other intangible assets and expertise. Consequently, this measure could significantly overestimate the value of personal data, particularly in industries where personal data are not the main input factor of production. . . . The measure of revenues per personal datum/user does have limitations because revenues only contribute to economic growth insofar as they generate added value (or surplus). . . . In addition, the relationship between the volume of personal data and financial outcomes may not be linear, even for companies that rely heavily on personal data. For example, it is likely that the use of personal data in an economic activity could include synergistic effects, i.e., when for a given company the economic value of a single isolated data record is smaller than the economic value of the same data record in

market values of the data in each record. This type of analysis only works for firms that either derive most, if not all, of their revenues from personal data or firms that separate out revenues for personal data activities. Many companies that work with personal data are not publicly traded or do not report information in sufficient detail to perform these analyses." OECD Paper at 20. Dr. Prince does not explain how he determined that this model—which he stated was the one he "probably" would start with, was appropriate for estimating the quantity of class member data sales, given its limitations as noted in the paper. Thus, he fails to meet the requirements of Rule 702(c) (expert testimony is the product of reliable principles and methods).

[31] Prince Dep. 2 at 471:20–472:6.

> a large, consistent dataset. Such synergies could in turn lead to significant estimation biases.

OECD Paper at 24–25 (emphasis added). Dr. Prince does not explain how he accounted for these shortfalls in his model, and, of course, he failed to test it with the NDS database information for any of the bellwether plaintiffs. This fails to comply with the requirements of Rule 702.

Another of the methods for estimating value of personal data based on market valuation discussed in the OECD paper (not specifically referenced by Dr. Prince, but presumably included in his reference to the OECD article as presenting "multiple ways" to determine quantity of class member data sales) is described as "market prices for data." *Id.* at 20. It is described as "price per personal data entry offered on the market by data brokers." *Id.* Its benefits are referenced as "relatively easy to identify, reflects market value of a given specific data entry," and its potential drawbacks as "[a]part from the data value, it includes the cost of data search and processing. It also neglects the context in which the data is sold, which has a large influence on the demand (and price) for data." *Id.* As with the "financial results per data record" method, Dr. Prince failed to explain how this method of estimating the *value* of personal data based on market data could be used to estimate the total number of *sales* of each class member's NDS data, a completely different purpose. And, as already noted, Dr. Prince did not feel the need to test this method using bellwether plaintiff NDS data and actual market prices for this data. Accordingly, he likewise fails to meet the requirements of Rule 702 with respect to its use.

The same may be said of the remaining valuation methods listed in the OECD paper, which Dr. Prince did not discuss in any detail. And whether considered individually or collectively, Dr. Prince has failed to identify and test with available bellwether NDS data *any* method of

determining "Q"—the number of sales of class member personal data, which is an essential component of his model to formulaically determine classwide damages for loss of market value of class member PII.[32] His failure to test his assumptions with the NDS data that he had for the bellwether plaintiffs (even though he repeatedly testified that it would be easy for him to do so) is in sharp contrast to the methodology he applied to his overpayment model—where he first tested his model with historical data (because he had not received NDS data) and later re-tested using NDS data for the bellwether plaintiffs, once it was made available. Rather, for his market value damages, Dr. Prince was content to just trust his assumptions that his model would work, and that his algorithm was equal to the task of performing the calculations that were needed. And his vagueness about how he would determine Q, the quantity of sales for each class member's PII—an essential component to his ability to calculate the revenue those sales would have produced (which is what the damages would be)—leaves half of his formula both unexplained as well as untested. Moreover, his failure to address the warnings in the OECD article about the shortcomings of each of the potential methods he said he could possibly use to calculate market revenue damages fails to demonstrate that any of these methods would produce reliable results. Thus, at *each* of the four steps of his market value damages model, Dr. Prince fails to meet the requirements of Rule 702. Failure at *any* of the four steps would be sufficient to disqualify the market value model. Therefore, I am GRANTING Defendants' motion to exclude this category of damages.[33]

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[32] Neither did he explain how to overcome the substantial shortcomings of each of the valuation methods identified in the OECD article itself, and, of course, he failed to test his assumptions using bellwether plaintiff NDS data. Taken individually or collectively, these failures further demonstrate that Dr. Prince's market value model fails to meet the requirements of Rule 702.

[33] Dr. Tucker raises many other valid deficiencies in Dr. Prince's market value model in her rebuttal report, but I need not discuss them because the above discussion amply demonstrates why Dr. Prince's model does not pass muster under Rule 702. *See* Tucker Suppl. Rep.

CONCLUSION

In conclusion, Defendants' motion to exclude Dr. Prince's opinions regarding the overpayment damages model is DENIED for purposes of ruling on the class certification motion. Further discovery will proceed, under the capable supervision of the Special Master, with the production of relevant NDS database information regarding the class members for which the court has granted class certification. A supplemental report will be prepared by Dr. Prince once he has had the opportunity to test his overpayment model with the forthcoming discovery. Dr. Prince may be deposed again regarding his supplemental report. Dr. Tucker may submit a supplemental rebuttal report to address the supplemental report by Dr. Prince, and Dr. Tucker may be deposed. Thereafter, if Defendants seek to renew their challenge to Dr. Prince's overpayment methodology, they may submit a three-page letter setting forth the anticipated grounds for doing so, and a scheduling conference will be held with respect to briefing the motion.

Defendants' motion to exclude Dr. Prince's opinions regarding the market value damages model is GRANTED. A separate order memorializing this opinion will follow.

May 3, 2022
Date

Paul W. Grimm
United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
Southern Division

IN RE: MARRIOTT INTERNATIONAL, INC., CUSTOMER DATA SECURITY BREACH LITIGATION	*	**MDL No. 19-md-2879**
CONSUMER ACTIONS	*	

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ORDER

For the reasons stated in the Memorandum Opinion signed this same date, it is hereby ORDERED that Defendants' Motion to Exclude Dr. Prince's Opinions, ECF Nos. 894 (sealed) and 895 (redacted), is GRANTED IN PART and DENIED IN PART, as follows:

1. The motion to exclude Dr. Prince's opinions regarding the market value damages model is GRANTED; and
2. The motion to exclude Dr. Prince's opinions regarding the overpayment damages model is DENIED for purposes of ruling on the class certification motion.

Further discovery will proceed, under the capable supervision of the Special Master, with the production of relevant NDS database information regarding the class members for which the court has granted class certification. Dr. Prince shall prepare a supplemental report once he has had the opportunity to test his overpayment model with the forthcoming discovery. Dr. Prince may be deposed again regarding his supplemental report. Dr. Tucker may submit a supplemental rebuttal report to address the supplemental report by Dr. Prince, and Dr. Tucker may be deposed.

Thereafter, if Defendants seek to renew their challenge to Dr. Prince's overpayment methodology, they may submit a three-page letter setting forth the anticipated grounds for doing so, and a scheduling conference will be held with respect to briefing the motion.

May 3, 2022
Date

Paul W. Grimm
United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
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IN RE: MARRIOTT INTERNATIONAL, INC., CUSTOMER DATA SECURITY BREACH LITIGATION	*	**MDL No. 19-md-2879**
CONSUMER ACTIONS	*	

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MEMORANDUM OPINION

This case involves consolidated class action claims filed by consumers against Marriott and Accenture related to a data breach of the Marriott-owned Starwood Hotels and Resorts, Inc.[1] It is part of the Multidistrict Litigation ("MDL") pending before me concerning the data breach. Consumer Plaintiffs ("Plaintiffs") and Marriott and Accenture ("Defendants") selected ten "bellwether" claims to test the sufficiency of the pleadings, which include tort, contract, and statutory claims under the laws of various states.[2] Following the resolution of Defendants' motions to dismiss, nine bellwether claims remain. Plaintiffs now move to certify classes for monetary damages, liability issues, and injunctive relief under Federal Rules of Civil Procedure 23(b)(3),

[1] Plaintiffs named as defendants Marriott International, Inc., Starwood Hotels and Resorts Worldwide, LLC, and Accenture LLP. Second Amended Consolidated Complaint ("Compl."), ECF Nos. 413 (sealed), 537 (redacted) at ¶¶ 12–14. In this memorandum, I will refer to Marriott and Starwood as one entity and use the brand names interchangeably as Marriott acquired Starwood in 2016. *Marriott buys Starwood, becoming world's largest hotel chain*, CNBC (Sept. 23, 2016), https://www.cnbc.com/2016/09/23/marriott-buys-starwood-becoming-worlds-largest-hotel-chain.html. Marriott and Accenture are referred to collectively as "Defendants."

[2] *See* ECF No. 368 (selection of bellwether claims). Each party selected five claims, consisting of a cause of action and a jurisdiction from the Second Amended Consolidated Complaint, brought by the named plaintiffs from the relevant jurisdiction. *Id.*

23(c)(4), and 23(b)(2), respectively.[3] For the reasons discussed below, Plaintiffs' motion is GRANTED IN PART, and DENIED IN PART.[4]

FACTUAL BACKGROUND

On November 30, 2018, Marriott announced that it was the target of one of the largest data breaches in history. Pls.' Tab 18.[5] The breach took place in its Starwood guest reservation database. *Id.* Marriott International acquired Starwood Hotels and Resorts in September 2016. When guests make a reservation to stay at a Marriott property, they must provide personal information including name, address, email address, phone number, and payment card information. Pls.' Tab 19. In some instances, Marriott also collects passport information, room preferences, travel destinations, and other personal information. *Id.* Both Marriott and Starwood had privacy statements, dated May 18, 2018 and October 5, 2014 respectively, concerning their collection and use of this personal information and touting their ability to protect the security of this sensitive information. Pls.' Tab 50.

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[3] The motion has been fully briefed. *See* Pls.' Mot. for Class Cert. ("Pls.' Mot."), ECF Nos. 858 (redacted), 859/863/865 (sealed); Defs.' Opp'n, ECF Nos. 885 (sealed), 888 (redacted); Pls.' Reply, ECF Nos. 905 (sealed), 910 (redacted). (All references in this opinion are to these documents. As previously ordered, the parties will be submitting documents to the Court with updated redactions pursuant to the Special Master's resolution of the parties' confidentiality designation disputes. *See* ECF No. 1009. Those updates, however, do not affect this opinion.) In addition to the written briefing, a hearing was held on April 20, 2022. Because it was critical to Plaintiffs' motion for class certification, the Court resolved Defendants' motion to exclude the opinions of Plaintiffs' expert Dr. Jeffrey Prince, Ph.D., colloquially known as a *Daubert* motion, in a simultaneously issued companion opinion to this one. Plaintiffs filed two *Daubert* motions of their own, seeking to exclude the opinions of Defendants' experts, Kevin Poindexter and Tom Snyder. As neither of those two experts' opinions were critical to deciding the class certification motion, I DENY those motions WITHOUT PREJUDICE. To understand why I need not fully consider those *Daubert* motions now, see the "Standard of Review" discussion in the companion *Daubert* opinion.

[4] At this time, I would like to thank my chambers' two spring semester judicial interns, Alan Harrison and Michelle Lim, for their able assistance in preparing this opinion.

[5] For all Plaintiffs' exhibits, see ECF Nos. 859 (sealed) and 863 (sealed) and their attachments.

Investigations into the data breach indicated that for over four years, from July 2014 to September 2018, hackers had access to Starwood's guest information database—the "New" Data Storage ("NDS") database. Pls.' Tabs 18–19. In other words, the data breach was ongoing before and after Marriott's acquisition of Starwood. During the data breach, the hackers exported customers' personally identifiable information ("PII"). Pls.' Tab 19. Marriott discovered the breach on September 8, 2018 when Accenture—a consulting company Starwood contracted to provide data security services, *see* Tab 48—reported an anomaly pertaining to the NDS database. Pls.' Tab 18. In total, the breach impacted approximately 133.7 million guest records associated with the United States, including an estimated 47.7 million records associated with the bellwether states. Defs.' Ex. 12.[6]

Plaintiffs are consumers who provided their PII to Marriott to stay at a Starwood property or use Starwood's services before the data breach. Plaintiffs allege that Marriott and Accenture are liable for the data breach under theories of tort, contract, and breach of statutory duties.[7] The gravamen of these allegations is that Marriott and Accenture failed to take reasonable steps to protect Plaintiffs' personal information against the foreseeable risk of a cyberattack and, in the case of Marriott, contrary to its express privacy statements and statutory duties.

Pending is Plaintiffs' motion to certify thirteen damages classes and subclasses under Rule 23(b)(3), various liability issues under Rule 23(c)(4), and a class for injunctive or declaratory relief under Rule 23(b)(2).

[6] For all Defendants' exhibits, see ECF No. 885 (sealed) and its attachments.
[7] The contract and statutory theories are applicable only to Marriott, not Accenture.

LEGAL STANDARD

Federal Rule of Civil Procedure 23 contains the requirements for class certification. A class action must first meet the prerequisites of Rule 23(a):

> (a) Prerequisites. One or more members of a class may sue or be sued as representative parties on behalf of all members only if:
>
> (1) the class is so numerous that joinder of all members is impracticable;
>
> (2) there are questions of law or fact common to the class;
>
> (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and
>
> (4) the representative parties will fairly and adequately protect the interests of the class.

Fed. R. Civ. P. 23(a); *see also Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 349 (2011); *EQT Prod. Co. v. Adair*, 764 F.3d 347, 357 (4th Cir. 2014). These prerequisites are commonly referred to as "numerosity, commonality, typicality, and adequacy of representation." *Id.*

In addition to meeting the requirements of Rule 23(a), a class action must fit one of the categories in Rule 23(b). As relevant here, Rule 23(b)(2) provides that a class action may be maintained if "the party opposing the class has acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole." Fed. R. Civ. P. 23(b)(2). In addition, Rule 23(b)(3) provides that a class action may be maintained if "the court finds that the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). Factors relevant to the "predominance" and "superiority" requirements include:

> (A) the class members' interests in individually controlling the prosecution or defense of separate actions;
>
> (B) the extent and nature of any litigation concerning the controversy already begun by or against class members;
>
> (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
>
> (D) the likely difficulties in managing a class action.

Id.; *see also Thorn v. Jefferson-Pilot Life Ins. Co.*, 445 F.3d 311, 319 (4th Cir. 2006).

Federal Rule of Civil Procedure 23(c)(4) states that, "[w]hen appropriate, an action may be brought or maintained as a class action with respect to particular issues." Fed. R. Civ. P. 23(c)(4). A class action for particular issues under Rule 23(c)(4) must then meet the requirements of Rule 23(a) and the criteria for one of the types of class actions in Rule 23(b). *See Gunnells v. Healthplan Servs., Inc.*, 348 F.3d 417, 439 (4th Cir. 2003).

In addition to the explicit requirements listed in Rule 23, the Fourth Circuit has recognized that Rule 23 "contains an implicit threshold requirement that the members of a proposed class be 'readily identifiable.'" *EQT Prod. Co.*, 764 F.3d at 358. This is commonly referred to as the "ascertainability" requirement. *See id.*

Rule 23 "'does not set forth a mere pleading standard.'" *Comcast Corp. v. Behrend*, 569 U.S. 27, 33 (2013) (quoting *Wal-Mart*, 564 U.S. at 350). Instead, "a party must…' be prepared to prove that there are *in fact* sufficiently numerous parties, common questions of law or fact,' typicality of claims or defenses, and adequacy of representation, as required by Rule 23(a)." *Id.* (quoting *Wal-Mart*, 564 U.S. at 350). Likewise, "[t]he party must also satisfy through evidentiary proof at least one of the provisions of Rule 23(b)." *Id.* "It is the plaintiffs' burden to demonstrate compliance with Rule 23, but the district court has an independent obligation to perform a 'rigorous analysis' to ensure that all of the prerequisites have been satisfied." *EQT Prod. Co.*, 764 F.3d at

358 (citing *Wal-Mart*, 564 U.S. at 350.) "Frequently that 'rigorous analysis' will entail some overlap with the merits of the plaintiff's underlying claim." *Wal-Mart*, 564 U.S. at 350. "Although Rule 23 does not give district courts a 'license to engage in free-ranging merits inquiries at the certification stage,' a court should consider merits questions to the extent 'that they are relevant to determining whether the Rule 23 prerequisites for class certification are satisfied.'" *EQT Prod. Co.*, 764 F.3d at 357–58 (quoting *Amgen Inc. v. Conn. Ret. Plans & Tr. Funds*, 568 U.S. 455, 466 (2013)).

DISCUSSION

Plaintiffs move to certify classes for monetary damages under Rule 23(b)(3), for liability issues under Rule 23(c)(4), and for injunctive or declaratory relief under Rule 23(b)(2). Before addressing the requirements for these specific class action types, I will address standing and the explicit, as well as implicit, Rule 23(a) prerequisites that are applicable to all class action types.

I. Standing

In class actions, "the standing inquiry focuses on the class representatives." 2 W. Rubenstein, *Newberg on Class Actions* § 2:3 (5th ed. 2021). For a class representative, or named plaintiff, to establish standing, he or she must have (1) "suffered an 'injury in fact' that is (a) concrete and particularized and (b) actual or imminent, not conjectural or hypothetical," (2) "fairly traceable to the challenged action of the defendant," and (3) "likely…[to] be redressed by a favorable decision." *Bishop v. Bartlett*, 575 F.3d 419, 423 (4th Cir. 2009)); *see also Lujan v. Defs. of Wildlife*, 504 U.S. 555, 560–61 (1992) (same). Each of the elements of standing "must be supported in the same way as any other matter on which the plaintiff bears the burden of proof, i.e., with the manner and degree of evidence required at the successive stages of the litigation." *Overbey v. Mayor of Baltimore*, 930 F.3d 215, 227 (4th Cir. 2019) (quoting *Lujan*, 504 U.S. at 561). For example, "[a]t the pleading stage, general factual allegations of injury resulting from the

defendant's conduct may suffice," but at the summary judgment stage, plaintiffs "must 'set forth' by affidavit or other evidence 'specific facts'" supporting standing. *Lujan*, 504 U.S. at 561.

The applicable evidentiary burden to apply to standing at the class certification stage has sparked some disagreement between courts. *See Earl v. Boeing*, 339 F.R.D. 391, 411–12 (E.D. Tex. 2021) (comparing *Brooklyn Ctr. for Indep. of the Disabled v. Bloomberg*, 290 F.R.D. 409, 414 (S.D.N.Y. 2012) (adopting pleading standard) with *Gomez v. Trump*, No. 20-CV-1419, 2020 WL 3429786, at *6 n.7 (D.D.C. June 23, 2020) (adopting heightened standard)). Nevertheless, for a number of reasons, I am persuaded that the pleading-stage burden applies until summary judgment. *Lujan* laid out only three general phases of litigation—pleading, summary judgment, and trial, *see* 504 U.S. at 561, and Rule 23 "does not—and cannot—add an additional step to the litigatory life cycle." *Earl*, 339 F.R.D. at 412 (citing *Neale v. Volvo Cars of N. Am., LLC*, 794 F.3d 353, 360 (3d Cir. 2015); *Mahon v. Ticor Title Ins. Co.*, 683 F.3d 59, 64 (2d Cir. 2012)). Given that a plaintiff "remains several 'successive stages' away from resolving a given dispute" at the class certification stage, no shift in the burden should occur just yet. *Earl*, 339 F.R.D. at 412 (citations omitted). This position makes particular sense in a case such as this one where merits discovery will continue post-certification. Accordingly, my prior standing analysis still applies. *See In re Marriott Int'l, Inc., Customer Data Sec. Breach Litig.*, 440 F. Supp. 3d 447, 456–67 (D. Md. 2020); *Marriott*, No. 19-md-2879, 2020 WL 6290670, at *4–5 (D. Md. Oct. 27, 2020). Undoubtedly, Defendants will raise further challenges to the class representatives' standing in this litigation, but those challenges will have to wait until the summary judgment stage.

Defendants do raise an argument related to absent class members' standing, however, that I must address now. Defendants argue that the inclusion of absent class members who lack standing in Plaintiffs' proposed class definitions makes class certification improper. *See* Defs.' Opp'n at

29–30. Last year, the Supreme Court declared, "Every class member must have Article III standing in order to recover individual damages." *TransUnion LLC v. Ramirez*, 141 S. Ct. 2190, 2208 (2021). However, the Court declined to address "whether every class member must demonstrate standing *before* a court certifies a class." *Id.* at n.4. (emphasis added). As the Supreme Court noted, the Eleventh Circuit has directly addressed this question and declined to require that district courts "ensure that the class definition does not include *any* individuals who do not have standing before certifying a class." *Cordoba v. DIRECTV, LLC*, 942 F.3d 1259, 1276 (11th Cir. 2019) (emphasis added). The Fourth Circuit has also declined to create such a requirement. *See Krakauer v. Dish Network L.L.C.*, 925 F.3d 643, 657–58 (4th Cir. 2019) (affirming class certification when satisfied that the class did not include "a large number of uninjured persons," meaning the inclusion of a small number of uninjured persons who lack standing would have been reconcilable with granting class certification.);[8] *but see Branch v. Gov't Emps. Ins. Co.*, 323 F.R.D. 539, 551 (E.D. Va. 2018) (applying out-of-circuit standard that "no class may be certified that contains members lacking Article III standing") (citations omitted). Thus, Plaintiffs need not demonstrate that *every* class member has standing at the class certification stage.

Nevertheless, Plaintiffs must show that differences *between* class members as to standing—i.e., the inclusion of uninjured individuals alongside injured ones in the class—are not so significant that the class runs afoul of Rule 23. Courts often address this issue of "uninjured class members" in the context of Rule 23(b)(3)'s predominance requirement. *Krakauer*, 925 F.3d at 657 (citing *In re Asacol Antitrust Litig.*, 907 F.3d 42, 51–53 (1st Cir. 2018); *Kleen Prods. v.*

[8] The First and Seventh Circuits have also taken this approach. *See In re Nexium Antitrust Litig.*, 777 F.3d 9, 25 (1st Cir. 2015) ("We think that a certified class may include a de minimis number of potentially uninjured parties."); *Kleen Prods. v. Int'l Paper Co.*, 831 F.3d 919, 927 (7th Cir. 2016) ("[I]f the [district] court thought that no class can be certified until proof exists that every member has been harmed, it was wrong.") (citation omitted).

Int'l Paper Co., 831 F.3d 919 (7th Cir. 2016); *In re Rail Freight Fuel Surcharge Antitrust Litig.*, 725 F.3d 244 (D.C. Cir. 2013)); *see also Henderson v. Corelogic, Nat'l Background Data, LLC*, No. 12-cv-97, 2016 WL 4611570, at *3 (E.D. Va. Sept. 2, 2016).[9] As explained earlier, a court can only certify a class if "questions of law or fact common to class members predominate over any questions affecting only individual members." Fed. R. Civ. P. 23(b)(3). In other words, a class must be "sufficiently cohesive to warrant adjudication by representation." *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453 (2016) (quoting *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 623 (1997). As implied in *Krakauer*, the presence of "a large number of uninjured persons" in a proposed class would undermine predominance. 925 F.3d at 657.

Here, the proposed classes that do not limit membership to those who bore the economic burden for a hotel stay would surely include a large number of uninjured persons under the overpayment theory. Individuals do not experience any overpayment injury when they are reimbursed by another individual or entity for a hotel stay. They do not suffer any economic loss. The proposed classes likely include many such individuals. As Defendants note, multiple bellwether plaintiffs traveled for work and were reimbursed by their employers for work travel, meaning that they did not bear the economic burden for work-related hotel stays. Defs.' Opp'n at 30. In addition to employer reimbursement, Defendants also indicate that some plaintiffs received reimbursement when booking hotel stays for others, such as family members. *Id.* While the bellwether plaintiffs pursuing the overpayment theory also paid for stays for which they did bear the economic burden of the overpayment, *see* Defs.' Exs. 40, 44, 48, 51–54, and thus are injured

[9] At least one court in this circuit has addressed the issue of uninjured class members through the lens of ascertainability instead of predominance, *see Krakauer v. Dish Network L.L.C.*, 311 F.R.D. 384 (M.D.N.C. 2015), but I will follow the predominance approach.

individuals as to those stays, we can draw some conclusions from the stays for which they did not bear the economic burden. *Id.*

Considering the information gathered from the bellwether plaintiffs, it is a near certainty that the proposed class definitions include many individuals who solely traveled to Starwood hotels for work and, therefore, have no hotel stays for which they were not reimbursed. The proposed class definitions may also include a number of individuals who only paid for Starwood hotel stays for which they were reimbursed by a family member. Given the size of the proposed classes, the number of uninjured class members could be in the thousands. As a result, sizeable portions of the various classes have differing *legal* arguments as to standing, undoing the cohesiveness of the classes and preventing common questions of law from predominating.[10]

Essentially, this predominance analysis shows that the aforementioned proposed classes are overbroad on the issue of standing. *See Earl*, 339 F.R.D. at 415 ("[U]sing Rule 23's predominance requirement to evaluate a putative class for overbreadth on the issue of standing makes sense from a functional perspective.") An overbreadth problem, however, "can and often should be solved by refining the class definition[s] rather than by flatly denying class certification on that basis." *Messner v. Northshore Univ. Health Sys.*, 669 F.3d 802, 825 (7th Cir. 2012); *see also* 7A Charles Alan Wright, Arthur R. Miller, and Mary Kay Kane, *Federal Practice and Procedure* § 1760 (4th ed. 2021) ("[A court] has discretion to limit or redefine class[es] in an appropriate manner to bring the action within Rule 23.") Accordingly, I find that the class definitions related to the overpayment theory should be narrowed to prevent this overbreadth on

[10] Defining putative class members as those "who bore the economic burden" for a hotel stay raises some concerns regarding ascertainability. However, one could sort through the *factual* circumstances of reimbursement in a way that is consistent with predominance. *See* Section II.a. below.

the issue of standing. *See In re Brinker Data Incident Litig.*, No. 18-CV-686, 2021 WL 1405508, at *6 (M.D. Fla. Apr. 14, 2021) (narrowing class definition to prevent the class definition from being overbroad and to prevent predominance issues regarding standing). All classes proceeding under the overpayment theory shall only include persons who bore the economic burden for hotel room(s). This change will exclude those individuals who are uninjured under the overpayment theory from being class members.[11]

In addition to this refinement, the Court will also limit the classes proceeding under the overpayment theory to individuals who made reservations at Starwood properties during the four-and-a-half-year period (2014–2018) in which hackers had access to Plaintiffs' PII. *See* Pls.' Tabs 18–19. Logically, an individual could only suffer an overpayment injury under Plaintiffs' overpayment damages model during that period. As Plaintiffs' own expert, Dr. Prince, cabined his model in this way, *see* Expert Class Cert. Rep. of Jeffrey T. Prince, Ph.D. ("Prince Initial Rep."), ECF No. 859-4 (sealed) at ¶ 104; Deposition of Jeffrey T. Prince ("Prince Dep. 1"), ECF No. 891-2 (sealed) at 14:5–10, this change merely corrects an oversight by Plaintiffs' Counsel when writing the proposed class definitions related to the overpayment theory.

II. Rule 23(a) Prerequisites

a. Ascertainability

In addition to the factors explicitly listed in Rule 23(a) and (b), the Fourth Circuit has "repeatedly recognized that Rule 23 contains an implicit threshold requirement that the members of a proposed class be 'readily identifiable.'" *EQT Prod. Co.*, 764 F.3d at 358 (quoting *Hammond v. Powell*, 462 F.2d 1053, 1055 (4th Cir. 1972)). Courts within the Fourth Circuit and in other circuits sometimes refer to this concept as the "ascertainability" requirement. *Id.*; *see also Soutter*

[11] The Court will lay out the new class definitions, accounting for all alterations discussed, at the conclusion of the opinion.

v. Equifax Info. Servs., LLC, 307 F.R.D. 183, 196 (E.D. Va. 2015). In the Fourth Circuit, this requirement has two components. First, "[a] class cannot be certified unless a court can readily identify the class members in reference to *objective criteria*." *EQT Prod. Co.*, 764 F.3d at 358 (4th Cir. 2014) (emphasis added). Second, there must be an "*administratively feasible* [way] for the court to determine whether a particular individual is a [class] member." *Krakauer*, 925 F.3d at 658 (quoting *EQT Prod. Co.*, 764 F.3d at 358) (emphasis added).[12]

Plaintiffs have satisfied the objective criteria component. Neither the originally proposed class definitions nor the court-modified class definitions rely on subjective terms. Whether one resides in a state, is an SPG member, and so on, are not matters of belief or states of mind, but objective facts. Defendants do not contest ascertainability on objective criteria grounds. *See* Defs.' Opp'n at 46–49.

Unlike the objective criteria component, the parties strongly contest the administrative feasibility of identifying class members. *Id.*; Pls.' Reply at 24–26. When analyzing the task of identifying class members, the Fourth Circuit has stated, "[P]laintiffs need not be able to identify every class member at the time of certification[,]" but "'[i]f class members are impossible to

[12] Circuit courts are split on the issue of administrative feasibility. The First and Third Circuits have incorporated administrative feasibility into a heightened ascertainability requirement. *See Nexium Antitrust Litig.*, 777 F.3d at 19; *Byrd v. Aaron's Inc.*, 784 F.3d 154, 163 (3d Cir. 2015). The Second, Fifth, Sixth, Seventh, Eighth, Ninth, and Eleventh Circuits have rejected an administrative feasibility prerequisite for class certification as a component of ascertainability or otherwise. *See In re Petrobras Sec.*, 862 F.3d 250, 267 (2d Cir. 2017); *Seeligson v. Devon Energy Prod. Co.*, 761 F. App'x 329, 334 (5th Cir. 2019); *Rikos v. Procter & Gamble Co.*, 799 F.3d 497, 525 (6th Cir. 2015); *Mullins v. Direct Dig., LLC*, 795 F.3d 654, 662 (7th Cir. 2015); *Sandusky Wellness Ctr., LLC v. Medtox Sci., Inc.*, 821 F.3d 992, 995–96 (8th Cir. 2016); *Briseno v. ConAgra Foods Inc.*, 844 F.3d 1121, 1123–24 (9th Cir. 2017); *Cherry v. Dometic Corp.*, 986 F.3d 1296, 1302 (11th Cir. 2021). While the Fourth Circuit requires administrative feasibility as a component of ascertainability, *see EQT Prod. Co.*, 764 F.3d at 358–59, it has not directly addressed the circuit split that has developed. *See Krakauer*, 925 F.3d at 658; *Peters v. Aetna Inc.*, 2 F.4th 199, 241–43 (4th Cir. 2021).

identify without extensive and individualized fact-finding or 'mini-trials,' then a class action is inappropriate.'" *EQT Prod. Co.*, 764 F.3d at 358 (quoting *Marcus v. BMW of N. Am., LLC*, 687 F.3d 583, 593 (3d Cir. 2012)). District courts within the Fourth Circuit have interpreted the meaning of "extensive and individualized fact-finding or 'mini-trials'" in this context differently. In the eyes of one court, "[t]he individualized fact-finding giving rise to mini-trials that defeat ascertainability are those requiring determinations *on the merits*—not an administrative review to determine whether an objective element of a class definition is met." *Soutter*, 307 F.R.D. at 197 (citing *In re Vitamin C Antitrust Litig.*, 279 F.R.D. 90, 116 (E.D.N.Y. 2012)) (emphasis added). Another court took a conflicting approach, finding that an exceptionally complicated *administrative* review of company records constituted the kind of individualized fact-finding that defeated ascertainability. *See Spotswood v. Hertz Corp.*, No. 16-1200, 2019 WL 498822, at *6–8 (D. Md. Feb. 7, 2019) (emphasis added).

It is unnecessary to resolve these different approaches here. Even if this Court adopts the stricter approach and accepts that an exceptionally complicated administrative review constitutes an impermissible "mini-trial," the case law "does not suggest that *no* level of inquiry as to the identity of class members can ever be undertaken." *Byrd v. Aaron's Inc.*, 784 F.3d 154, 171 (3d Cir. 2015). "If that were the case, no Rule 23(b)(3) class could ever be certified." *Id.* Even the Third Circuit, which originated the heightened ascertainability requirement, has stated: "[T]he size of a potential class and the need to review individual files to identify its members are not reasons to deny class certification." *Id.* (quoting *Young v. Nationwide Mut. Ins. Co.*, 693 F.3d 532, 539–40 (6th Cir. 2012) (collecting cases)).

Bearing this case law in mind, the question becomes whether the administrative review required here constitutes an impermissible "mini-trial." To answer that question, this Court must

engage in a fact-specific analysis. *See In re Delta/AirTran Baggage Fee Antitrust Litig.*, 317 F.R.D. 675 (N.D. Ga. 2016) ("[T]he [ascertainability] inquiry is so fact-specific that judicial decisions setting forth the broad legal principles described above offer little meaningful guidance in applying them, particularly with respect to the administrative feasibility requirement.")[13]

Taking account of the facts in this case, I conclude that Plaintiffs have satisfied the ascertainability requirement. Plaintiffs assert that the proposed classes are ascertainable because Marriott's NDS database contains the names and contact information for virtually all class members, and the parties can use that database to identify class members. *See* Pls.' Mot. at 25. "[B]ecause each class is defined generally as people who, because they gave their [PII] to Starwood and it wound up in Starwood's NDS database, had that information compromised as a result of the announced Data Breach," as Plaintiffs put it, an individual's very presence in the database indicates their membership in the class. *See id.* Of course, that membership is subject to verification, but the NDS database is a strong starting point from which to identify class members.[14] Acknowledging that records may be incomplete for some individuals in the NDS database, Plaintiffs also propose filling in any gaps, or outdated information, with Marriott's current customer data. *See* Pls.' Reply at 25.

Defendants' first objection to Plaintiffs' approach is that the NDS data is too unreliable to identify class members. *See* Defs.' Mot. at 47–48. However, "[i]n general, courts do not look

[13] While the Eleventh Circuit no longer requires the administratively feasible component of ascertainability, *see Cherry*, 986 F.3d at 1304, it did at the time *Delta/Air Tran* was decided. That the court grappled with administrative feasibility as required by the Fourth Circuit makes the case particularly relevant.

[14] It is worth noting that Marriott actually has this data, distinguishing it from cases where ascertainability was complicated by data being hypothetical or being held by third parties who had not yet agreed to cooperate. *See Williams v. Big Picture Loans, LLC*, 339 F.R.D. 46, 55–56 (E.D. Va. 2021).

favorably upon the argument that records a defendant treats as accurate for business purposes are not accurate enough to define a class." *Soutter*, 307 F.R.D. at 197–98. As Plaintiffs note, Defendants' argument is particularly unavailing here because they used the NDS database to notify the proposed class members of the data breach. *See* Pls.' Mot. at 25 (citing Marriott Amend. Ans. to Compl., ECF No. 620 at ¶ 199); Pls.' Reply at 24. Defendants certainly viewed the database as reliable enough for that notification process. That said, the bellwether discovery process has revealed that some reservation "rows" in the database lack the full complement of up-to-date information needed to verify class members' identity. *See* Defs.' Mot. at 47–48 (citing Defs.' Ex. 38; Ex. 41). For example, some rows do not include information about a guest's state of residence, or if reservations do include that information, it may be outdated. *Id.* But any gaps can be resolved by cross-referencing reservations made by the same guest within the NDS database and, if necessary, with Marriott's current customer data. If all else fails, the database contains enough contact information, i.e., email addresses and phone numbers, that one could easily verify the objective fact of where a class member lives. At the class certification hearing, Plaintiffs also asserted that address finding services could help locate class members.

Defendants' second objection to Plaintiffs' approach is that there is no way to identify those who bore the economic burden for a hotel stay, i.e., those who did not receive reimbursement, without falling into an impermissible "mini-trial." *See id.* at 48–49. The Court's decision to narrow the proposed classes pertaining to the overpayment theory to include only those who bore the economic burden surely raises the salience of this concern. Defendants' objection, though, is faulty. First, Defendants imply that individualized review (which the Court agrees is certainly required here) will defeat administrative feasibility. *See id.* As explained previously, however, "the need to review individual files to identify [class] members [is] not [a] reason[] to deny class

certification." *Byrd*, 784 F.3d at 171. Second, Defendants assume that "self-certification" through affidavits is the only source from which the parties can identify those who bore the economic burden. While self-certification may be part of the identification process, it will not be self-certification standing alone. Any affidavits can and will be cross checked against the NDS database, which can confirm whether a reservation was made, the dates of that reservation, the payment card used, etc. In the event that the NDS database lacked corroborating information, Plaintiffs also could use class members' own records such as receipts and bank and credit card statements as an informational supplement.[15] Such records would be particularly helpful for confirming that individuals did not receive reimbursement for hotel stays. *See Delta/AirTran*, 317 F.R.D. at 692 ("To the extent class members retained receipts or credit card statements documenting payment…these objective records can be used to permit self-identification of class members in a reliable manner.").

Because the NDS database and these other records exist, Plaintiffs can use affidavits to help ascertain the class. *See City Select Auto Sales Inc. v. BMW Bank of N. Am. Inc.*, 867 F.3d 434, 441 (3d Cir. 2017) (quoting *Byrd*, 784 F.3d at 170–71 ("Affidavits from potential class members, standing alone, without 'records to identify class members or a method to weed out unreliable affidavits,' will not constitute a reliable and administratively feasible means of determining class membership," however, "affidavits, in combination with records or other reliable and administratively feasible means, can meet the ascertainability standard.")). As in *Delta/AirTran*, the Court is "cognizant of the concerns raised by self-identification." 317 F.R.D. at 692. However, "where the charge at issue is so small that it is unlikely to induce fraudulent claims," as here, and

[15] At the class certification hearing, Plaintiffs suggested that such records could be useful.

when "class members can obtain objective records with relative ease that would confirm their membership in the class," as here, "those concerns are minimized." *Id.*

Defendants' concern regarding their due process rights is misplaced at this stage of the litigation. Their ability "to challenge the proof used to demonstrate class membership," *Carrera v. Bayer Corp.*, 727 F.3d 300, 307 (3d Cir. 2013), is not implicated by this ascertainability finding. "The due process question is not whether the identity of class members can be ascertained with perfect accuracy at the certification stage but whether the defendant will receive a fair opportunity to present its defenses when putative class members actually come forward." *Williams v. Big Picture Loans, LLC*, 339 F.R.D. 46, 56 (E.D. Va. 2021) (quoting *Mullins v. Direct Dig., LLC*, 795 F.3d 654, 670 (7th Cir. 2015)).

While the potential class sizes here are large and review of individual files will be required, Plaintiffs have adequately shown—at this stage in the proceedings—that any review in this case is administratively feasible and not the kind of administrative review that would preclude ascertainability.[16] Identifying class members will no doubt be time consuming, but that fact does not defeat ascertainability.

The Court will carefully monitor any developments related to the NDS database and other methods of class member identification to ensure continued administrative feasibility. *Cf. Delta/Air Tran,* 317 F.R.D. at 692 ("As the process for submitting and confirming class members' claims is further developed, the Court (and no doubt Defendants) will remain vigilant that the process be structured in a manner to eliminate as much of the uncertainty as possible."); *Earl*, 339

[16] As discussed in the companion *Daubert* opinion, Defendants objected to producing the NDS database for individuals other than the bellwether plaintiffs, so Plaintiffs were given relatively limited information with which to address Defendants' representations related to administrative feasibility.

F.R.D. at 423 ("The Court concludes that Plaintiffs satisfy the ascertainability requirement. Of course, Plaintiffs are not finished with this element—as the litigation progresses, the Court will scrutinize this ascertainability.") The Court can limit or modify class definitions "to provide the necessary precision" on the ascertainability requirement. *Earl*, 339 F.R.D. at 423 (quoting *In re Monumental Life Ins.*, 365 F.3d 408, 414 (5th Cir. 2004)). Further, "if an ascertainability issue eventually becomes 'truly insoluble, the [C]ourt may decertify the class at a later stage of the litigation.'" *Id.* at 422–23 (quoting *Mullins*, 795 F.3d at 664).[17]

b. Numerosity

Rule 23(a)'s numerosity requirement is that the class must be "so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1). "Though '[n]o specified number is needed to maintain a class action,' . . . '[a]s a general guideline, . . . a class that encompasses fewer than 20 members will likely not be certified . . . while a class of 40 or more members raises a presumption of impracticability of joinder based on numbers alone.'" *In re Zetia (Ezetimibe) Antitrust Litig.*, 7 F.4th 227, 234 (4th Cir. 2021) (quoting *Cypress v. Newport News Gen. & Nonsectarian Hosp. Ass'n*, 375 F.2d 648, 653 (4th Cir. 1967); 1 *Newberg* § 3:12). Plaintiffs need not establish the precise number of class members at the certification stage to satisfy the

[17] The Court notes that its references (here and elsewhere in the Memorandum Opinion) to the ability to amend its class certification order, or even decertify the classes, should not be construed as conditional certification. The 2003 amendments to Rule 23 deleted the provision that explicitly enabled courts to conditionally certify class actions. Fed. R. Civ. P. 23 Advisory Committee Note (2003). Courts disagree as to whether conditional certification is still permissible, *see* 2 *Newberg* § 4:80 (citations omitted), but, in any case, the Court is not relying on conditional certification here. It is merely referring to its "authority to 'modify[] its certification if it becomes clear, as the case develops, that the class action vehicle is in fact inappropriate.'" *Id.* (quoting *In re New Motor Vehicles Canadian Export Antitrust Litig.*, 522 F.3d 6, 26 n.27 (1st Cir. 2008)). It is well established that courts retain this authority even if conditional certification is no longer permitted. *See id.* Rule 23(c)(1)(C) explicitly states, "An order that grants or denies class certification may be altered or amended before final judgment." Fed. R. Civ. P. 23(c)(1)(C).

numerosity requirement so long as they provide "a reasonable estimate of the number of class members." *Harris v. Rainey*, 299 F.R.D. 486, 489 (W.D. Va. 2014) (quoting *Wiseman v. First Citizens Bank & Tr. Co.*, 212 F.R.D. 482, 486 (W.D.N.C. 2003).

Here, Plaintiffs assert—and Defendants do not contest—that each of the proposed classes contains "no less than tens of thousands of class members." Pls.' Mot. at 20. This assertion is a reasonable estimate in this case. As Plaintiffs note, when Marriott discovered the data breach—one of the largest in history—the company itself estimated that the breach affected hundreds of millions of guest records. *Id.* After de-duplication efforts, Marriott updated its estimate, stating that the data breach affected approximately 133.7 million guest records associated with the United States. Defs.' Ex. 12. Of those records, 47.7 million may be associated with the bellwether states.[18] *Id.* Even if "significant duplication remains," *id.*, and the final class definitions exclude certain individuals, one can reasonably expect that the proposed classes will consist of tens of thousands of members.[19] These class sizes far surpass the presumption of impracticability of joinder based on numbers alone.[20] Plaintiffs' reasonable estimate satisfies the numerosity requirement.

c. Commonality

Rule 23(a)'s commonality requirement is that "there are questions of law or fact common to the class." Fed. R. Civ. P. 23(a)(2). The Supreme Court has explained that under this

[18] Specifically, Marriott provided the following estimate of associated guest records by state:

California	Connecticut	Florida	Georgia	Maryland	Michigan	New York
19,904,659	2,502,905	7,370,612	4,190,332	2,407,570	2,824,108	8,518,671

[19] As Marriott only produced transactional data from the NDS database for named Plaintiffs, it would have been exceedingly difficult for Plaintiffs to offer a more precise figure. *See* ECF No. 751.

[20] Given that these class sizes are far outside the "gray area" cases consisting of classes between twenty and forty members, the Court need not engage in the factor-by-factor analysis required for such cases. *Cf. Zetia (Ezetimibe) Antitrust Litig.*, 7 F.4th at 234–36.

requirement, "[w]hat matters to class certification . . . is not the raising of common 'questions'—even in droves—but rather, the capacity of a class-wide proceeding to generate common answers." *Wal-Mart*, 564 U.S. at 350. "A single common question will suffice, . . . but it must be of such a nature that its determination 'will resolve an issue that is central to the validity of each one of the claims in one stroke.'" *EQT Prod. Co.*, 764 F.3d at 360 (quoting *Wal-Mart*, 564 U.S. at 350). "Where the injuries complained of by named plaintiffs allegedly result from the same unlawful pattern, practice, or policy of the defendants, the commonality requirement is usually satisfied." *Parker v. Asbestos Processing, LLC*, No. 11-CV-01800, 2015 WL 127930, at *7 (D.S.C. Jan 8., 2015) (citing *Marisol A. v. Giuliani*, 126 F.3d 372, 376–77 (2d Cir. 1997) ("[C]ommonality satisfied…where injuries…were alleged to have arisen 'from a unitary course of conduct by a single system'")); *see also In re TD Bank, N.A. Debit Card Overdraft Fee Litig.*, 325 F.R.D. 136, 153 (2018) (noting uniformity, "both in definition and implementation," of policy at issue).

Plaintiffs pose multiple questions that are common to the various classes, that would generate common answers, and the resolution of which are central to the validity of the various claims. Common questions of fact include whether Defendants knew about their data security vulnerabilities, what Defendants did or did not do to address those vulnerabilities, and whether the hacker(s) exploited those vulnerabilities to exfiltrate customers' PII. Pls.' Mot. at 21. These questions of fact, and their answers, are common because every class member was subject to the same Marriott and Accenture policies and practices related to data security. Defendants' decisions (or implementation of decisions) regarding multifactor authentication, account access, account monitoring, and encryption applied company-wide and did not vary by individual guest. *See* Pls.' Mot. at 9–17 (citations omitted). Nor did these decisions vary hotel by hotel; rather Defendants operated one data security system with centralized leadership. *See* Pls.' Mot. at 8–9; Defs.' Opp'n

at 3. This uniform course of conduct contrasts sharply with the more dispersed course of conduct (i.e., allowing discretion by local supervisors to make individualized determinations as to employment matters) that the Supreme Court rejected as insufficiently common in *Wal-Mart*. 564 U.S. at 355–60. Instead, Marriott and Accenture's course of conduct is more of a piece with the corporate overdraft fee policy that supported finding commonality in *TD Bank*, 325 F.R.D. at 152, or (perhaps even more on the nose) the corporate data security policies and practices that supported finding commonality in *Brinker*, 2021 WL 1405508, at *1, *8.

The common answers to the common questions of fact discussed above will ultimately generate yet more common answers to common questions of law—i.e., whether Defendants failed to adequately protect customers' PII such that they breached a duty or contract or violated a state consumer protection statute. Pls.' Mot. at 21. These are central issues, i.e., key elements, for the various claims in this lawsuit. Plaintiffs have successfully demonstrated that they satisfy the commonality requirement.

Defendants raise several concerns regarding individualized inquiries that one might apply in assessing the commonality requirement, but Defendants declined to contest commonality directly. Instead, they chose to discuss their concerns regarding individualized inquiries in the context of the related, yet "far more demanding," Rule 23(b)(3) predominance requirement. *See Amchem Prods.*, 521 U.S. at 624. Accordingly, the Court will address those concerns in its predominance analysis. But as for the commonality requirement of Rule 23(a), Plaintiffs have met their burden.

d. Typicality

Rule 23(a)'s typicality requirement is that "the claims or defenses of the representative parties are typical of the claims or defenses of the class." Fed. R. Civ. P. 23(a)(3). "The essence of the typicality requirement is captured by the notion that 'as goes the claim of the named plaintiff,

so go the claims of the class.'" *Deiter v. Microsoft Corp.*, 436 F.3d 461, 466 (4th Cir. 2006) (quoting *Broussard v. Meineke Disc. Muffler Shops, Inc.*, 155 F.3d 331, 340 (4th Cir. 1998) (quoting *Sprague v. Gen. Motors Corp.*, 133 F.3d 388, 399 (6th Cir. 1998) (internal quotation marks omitted))). "Although a representative's claims and the claims of other members of the class need not be 'perfectly identical or perfectly aligned,'. . .the representative's pursuit of his own interests 'must simultaneously tend to advance the interests of the absent class members.'" *Ealy v. Pinkerton Gov't Servs., Inc.*, 514 F. App'x 299, 304–05 (4th Cir. 2013) (quoting *Deiter*, 436 F.3d at 467). "Factual differences do not necessarily render a claim atypical, but the claims must be based on the same course of conduct and legal theory." *Gresser v. Wells Fargo Bank, N.A.*, No. 12-987, 2014 WL 1320092, at *2 (D. Md. Mar. 31, 2014) (citing *Minter v. Wells Fargo Bank, N.A.*, 279 F.R.D. 320, 325 (D. Md. 2012); *Hewlett v. Premier Salons Int'l, Inc.*, 185 F.R.D. 211, 217 (D. Md. 1997)).

To conduct the typicality analysis, the Court must compare the named plaintiffs' claims or defenses with those of absent class members. *Ealy*, 514 F. App'x at 405; *Deiter*, 436 F.3d at 407. The way in which the class representatives will advance their negligence,[21] breach of contract, and consumer protection claims is typical of the various classes.[22] *See* Pls.' Mot. at 22 (outlining how the class representatives are advancing the same legal arguments with regards to the same course of conduct as absent class members). The reasons that the class representatives' claims are typical are very similar to the reasons that Plaintiffs satisfied commonality, and "[c]ourts have recognized that the commonality and typicality requirements…tend to merge. *Spotswood*, 2019 WL 498822, at *11 (citing *Gen. Tel. Co. of the Sw. v. Falcon*, 457 U.S, 147, 157 n.13 (1982)). In short, the class

[21] Plaintiffs' negligence claims include negligence per se claims. *See* Pls.' Mot. at 4–5.
[22] While the elements for these claims vary somewhat by state, they are broadly similar. *See* Bellwether Class Certification Claims and Defenses Chart, ECF No. 982.

representatives and the absent members are similarly situated legally and factually because Marriott and Accenture pursued the same course of conduct as to all class members.

Defendants do not argue that the class representatives are atypical because of differences in their claims. They instead attack Plaintiffs' compliance with typicality by arguing that the class representatives are subject to unique defenses. *See* Defs.' Opp'n at 39–41, 59. Unique defenses defeat typicality when "they threaten to dominate the litigation, particularly when they go to the ability to prove a defendant's liability to the named plaintiffs." *Gresser*, 2014 WL 1320092, at *3 (citing *Wu v. MAMSI Life & Health Ins. Co.*, 269 F.R.D. 554, 563 (D. Md. 2010); *Ostrof v. State Farm Mut. Auto. Ins. Co.*, 200 F.R.D. 521, 529 (D. Md. 2001)).

First, Defendants argue that the class representatives' claims and defenses are not typical of the class because their contractual relationships with Marriott differ from other class members. *See* Defs.' Opp'n at 39–40. Specifically, each of the class representatives was a Starwood Preferred Guest ("SPG") member and, accordingly, the SPG Program Terms & Conditions contract is applicable to the class representatives. Defs.' Opp'n at 36–37 (citing Exs. 25–39).[23] The SPG Program Terms & Conditions—and the legal issues surrounding that document—would not apply to non-SPG members. Despite this significant difference in the contractual relationship, Plaintiffs have included non-SPG members in their proposed negligence and consumer protection classes. *See* Pls.' Mot. at 4–6.[24]

Plaintiffs argue that such contractual differences do not affect their negligence claims. *See* Pls.' Reply at 3. Presumably, they apply the same logic to their consumer protection claims as

[23] It appears Defendants used several incorrect exhibit numbers when citing the class representatives' depositions in their Opposition. Here, the Court has cited the correct exhibit numbers based on Defendants' reference to the depositions.

[24] Plaintiffs' proposed definitions for the contract classes would only include SPG members. *See* Pls.' Mot. at 6–7.

well, although they do not explicitly say so. Nevertheless, that the SPG Terms & Conditions apply to all the named Plaintiffs, but not to a significant number of absent class members raises serious typicality concerns.[25] As Defendants outline in the Bellwether Class Certification Claims and Defenses Chart, they will raise affirmative defenses stemming from provisions in the SPG Terms & Conditions and the Website Terms of Use, which are directly referenced by the SPG Terms & Conditions. *See* ECF No. 982; *see also* Defs.' Opp'n at 36–37. For example, Marriott will argue that SPG members have released Marriott from liability for its conduct and that SPG members have waived their ability to bring a class action at all. *Id.* These affirmative defenses will be relevant in the negligence and consumer protection context, not just the contract context. In fact, these affirmative defenses directly relate to whether Plaintiffs can use the class action device to establish liability as to their negligence and consumer protection claims. *See In re Titanium Dioxide Antitrust Litig.*, 962 F. Supp. 2d 840, 862 (D. Md. 2013) (finding lack of typicality when some class members were "subject to contractual provisions that expressly foreclose their ability to proceed in this case" and others were not).

Accordingly, the negligence and consumer protection classes, as currently defined, do not satisfy the typicality requirement. Nevertheless, the Court will amend the class definitions to address this typicality problem. *See* 7A *Federal Practice and Procedure* § 1760 ("[A court] has discretion to limit or redefine class[es] in an appropriate manner to bring the action within Rule 23."); *see also Titanium Dioxide*, 962 F. Supp. 2d at 863 (redefining class because of typicality, commonality, and predominance concerns related to differences in contractual relationships). All

[25] This fact raises concerns related to adequacy of representation as well that the Court will address later.

classes are redefined to only include SPG members and so the affirmative defenses allegedly applicable to the representative parties are typical of the class.[26]

Accenture advances a second—and separate—argument related to typicality and unique defenses. It argues that Bellwether Plaintiff Amarena of Connecticut is an atypical class representative because she stayed at only one Starwood hotel, and that stay occurred before Accenture took on data security for Starwood. *See* Defs.' Opp'n at 59. The Court does not see how the number of stays or whether the stays occurred before Accenture contracted with Starwood matters in the context of her negligence claim. By virtue of her PII being stored by Starwood while Accenture provided data security, Ms. Amarena was just as foreseeable a victim of Accenture's alleged failure to adequately protect that PII as someone who stayed at Starwood properties dozens of times or someone who stayed at a Starwood property after Accenture's contract with Starwood began. The "measure of attenuation between [the defendant's] conduct, on the one hand, and the consequences to and the identity of the plaintiff, on the other hand," *id.* (quoting *RK Constructors,*

[26] Plaintiffs raise a strong argument that Defendants have waived their right to enforce the class action waiver. *See* Pls.' Reply at 7–9. "[A]side from a one-line, boilerplate affirmative defense, Defendants litigated this case for more than 31 months before asserting that Plaintiffs are subject to a class waiver. Defendants did not raise it as part of the bellwether negotiation process, address it in dozens of meet-and-confer and scheduling conferences, or raise it as part of any motion practice [prior to Defs.' Opp'n]." *Id.* at 8. Nevertheless, the Court need not rule on this issue at this time. Given that the Court has amended the class definitions, all class members will have the same (or substantially similar) contractual relationship with Marriott. Rule 23 typicality, adequacy, and predominance issues are thus not present. Therefore, the Court may address the class action wavier defense—as it will all affirmative defenses—at the merits stage of the litigation. At that time when all discovery is complete, the Court can consider the arguments both parties have made as to the applicability of contractual provisions, such as the class action waiver, as well as the arguments related to waiver of the waiver provision. Any ruling on those issues will apply to all class members.

Inc. v. Fusco Corp., 650 A.2d 153, 156–57 (1994)), would be the same for all individuals whose PII was stored with Starwood under Accenture's watch.[27]

e. Adequacy of Representation

Rule 23(a)'s adequacy requirement is that "the representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). "The adequacy inquiry under Rule 23(a)(4) serves to uncover conflicts of interest between named parties and the class they seek to represent." *Amchem Prods.*, 521 U.S. at 625. "'[A] class representative must be part of the class and "'possess the same interest and suffer the same injury'" as the class members.'" *Id.* at 625–26 (quoting *E. Tex. Motor Freight Sys., Inc. v. Rodriguez*, 431 U.S. 395, 403 (1977) (quoting *Schlesinger v. Reservists Comm. to Stop the War*, 418 U.S. 208, 216 (1974))). "Determining adequacy of representation…requires the Court to determine: (1) whether the named plaintiffs…have any conflicts of interest with other class members; and (2) whether the named plaintiffs…will prosecute the action vigorously on behalf of the entire class." *Parker*, 2015 WL 127930, at *8 (citing *Thorn v. Jefferson-Pilot Life Ins. Co.*, No. 00-2782-22, 2004 WL 5745993, at *7 (D.S.C. Dec. 2, 2004), *aff'd and remanded*, 445 F.3d 311 (4th Cir. 2006) (citing *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998))).[28]

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[27] It may very well be that Accenture's conduct is too attenuated to establish liability—that is an issue to resolve later—but the measure of attenuation would be the same for all class members.

[28] While district courts' adequacy analysis under Rule 23(a)(4) traditionally evaluated the adequacy of class representatives *and* class counsel, the 2003 amendments to Rule 23 indicate that courts should change this approach. Adequacy of class representatives should still be analyzed under Rule 23(a)(4), but adequacy of class counsel should be analyzed separately under Rule 23(g)—a new subdivision created in 2003. *See* 1 *Newberg* § 3:80 ("The Advisory Committee noted that Rule 23(g) migrated the discussion of counsel's adequacy away from 23(a)(4), writing: 'Rule 23(a)(4) will continue to call for scrutiny of the proposed class representative, while this subdivision will guide the court in assessing proposed class counsel as part of the certification decision.'") Courts have been slow to adapt to this change, but "locat[ing] [a court's] entire discussion of class counsel within the 23(g) analysis and restrict[ing] [a court's] analysis under Rule 23(a)(4) to the topic of adequacy of the proposed class representative" appears to be the approach "intended by the rule makers" and "has the backing of the only circuit court decision

"[T]here is an overlap between the requirement of adequacy of representation and the requirement of typicality." *Wu*, 269 F.R.D. at 564 (citing *Gen. Tel. Co. of Sw.*, 457 U.S. at 157–58). Accordingly, the contractual relationship differences that raised concerns with regards to typicality also raise concerns with regards to adequacy. Had the Court not redefined the classes already, the class representatives would not have satisfied the adequacy requirement for the same reasons that they would not have satisfied typicality. However, because the classes have been redefined, those concerns that would have prevented a finding of adequate representation have fallen away.

With the classes redefined, Plaintiffs satisfy the first prong of the adequacy requirement. The named Plaintiffs' interests are not opposed to those of other class members. The named Plaintiffs suffered the same alleged injuries as the absent class members, and the absent class members would receive the same forms of damages should the named Plaintiffs succeed in this litigation. Other than the previously resolved differences in contractual relationships and a minor nominal damages issue,[29] Defendants do not raise any intraclass conflict issues.

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directly on the topic." *Id.* (citing *Sheinberg v. Sorensen*, 606 F.3d 130, 132–35 (3d Cir. 2010)). Accordingly, the Court will address the adequacy of class counsel separately under Rule 23(g) in this Memorandum Opinion's conclusion. *See, e.g.*, *Earl*, 339 F.R.D at 420 n.15.

[29] Defendants rely upon *Gardner v. Equifax Info. Servs., LLC*, No. 06-CV-3102, 2007 WL 2261688, at *5 (D. Minn. Aug. 6, 2007), to argue that Plaintiffs' pursuit of nominal damages could raise adequacy (and typicality) concerns. In *Gardner*, the named plaintiffs voluntarily forwent a claim for actual damages in order to pursue statutory damages only. *Id.* Thus, the court was concerned that absent class members would be forced to forego their own claims for actual damages unless they opted out of the class. *Id.* The court believed that the proposed opt-out measures for absent class members to retain their possible "significant actual damage claims" was too great a burden considering failure to opt out would result in an adverse res judicata effect for such individuals. *Id.* Accordingly, the court found that the class representatives were inadequate. *Id.* However, *Gardner* is inapplicable to the present litigation. Plaintiffs are not voluntarily foregoing actual damages. In fact, they are pursuing actual damages on behalf of the proposed classes. Defendants' argument does nothing to alter the Court's view that Plaintiffs have satisfied the adequacy (and typicality) requirement.

Plaintiffs also satisfy the second prong of the adequacy requirement. The class representatives have demonstrated that they will vigorously pursue the claims of the class. As Plaintiffs note, the class representatives have "participated actively in this case by reviewing pleadings, responding to significant discovery (including enduring forensic scans of their electronic devices, engaging in supplemental document collections to address questions from defense counsel, supplementing their discovery responses several times, and reviewing extensive productions of documents from third parties…and sitting for lengthy depositions." Pls.' Mot. at 23–24; *see also* Defs.' Exs. 14–19, 25–54. These actions show the named Plaintiffs' commitment to representing the class.

III. Rule 23(b)(3) Damages Classes

a. Proposed Classes

Plaintiffs seek to certify a total of thirteen classes and subclasses for damages. The classes are grouped into three categories, which I will refer to as the Negligence Classes, the Contract Classes, and the Consumer Protection Classes. These classes correspond to the remaining bellwether claims. Some of the putative classes seek relief from both Marriott and Accenture, while others seek relief from either Marriott or Accenture only. Pursuant to these proposed classes, Plaintiffs seek classwide damages related to overpayment for hotel stays, the loss of the market value of their PII, statutory damages, and nominal damages.[30]

Plaintiffs seek to certify the following Negligence Classes:

[30] Plaintiffs also allege claims for individual damages, such as time spent monitoring accounts or out-of-pocket expenses for credit monitoring or fraudulent charges. However, plaintiffs do not seek to certify these damages for classwide treatment, and instead propose issue classes under Rule 23(c)(4) to bifurcate liability and damages issues—the former to receive classwide treatment and the latter to be resolved through follow-on individual determinations.

Florida Negligence Class (Against Marriott and Accenture)

All natural persons residing in Florida whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property, was compromised in a data breach announced by Marriott on or about November 30, 2018. The proposed Class Representatives are Irma Lawrence, Michaela Bittner, and Kathleen Frakes Hevener.

Georgia Negligence Per Se Class (Against Marriott and Accenture)

All natural persons residing in Georgia whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property, was compromised in a data breach announced by Marriott on or about November 30, 2018. The proposed Class Representatives are Brent Long and David Viggiano.

Maryland Negligence Class (Against Accenture Only)

All natural persons residing in Maryland whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property, was compromised in a data breach announced by Marriott on or about November 30, 2018. The proposed Class Representative is Peter Maldini.

Connecticut Negligence Class (Against Accenture Only)

All natural persons residing in Connecticut whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property, was compromised in a data breach announced by Marriott on or about November 30, 2018. The proposed Class Representative is Anne Marie Amarena.

Connecticut Negligence Per Se Class (Against Accenture Only)

All natural persons residing in Connecticut whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property, was compromised in a data breach announced by Marriott on or about November 30, 2018. The proposed Class Representative is Anne Marie Amarena.

Pls.' Mot. at 4–5.

Plaintiffs seek to certify the following Contract Classes:

Maryland Breach of Contract Class (Against Marriott Only)

All natural persons residing in Maryland who had a Starwood Preferred Guest ("SPG") membership and whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property, was compromised in a data breach announced by Marriott on or about November 30, 2018. The proposed Class Representative is Peter Maldini.

Maryland Breach of Contract Benefit of the Bargain Subclass (Against Marriott Only)

All natural persons residing in Maryland who had a Starwood Preferred Guest ("SPG") membership and who paid for a stay at a Starwood property and whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property, was compromised in a data breach announced by Marriott on or about November 30, 2018. The proposed Class Representative is Peter Maldini.

New York Breach of Contract Class (Against Marriott Only)

All natural persons residing in New York who had a Starwood Preferred Guest ("SPG") membership and whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property, was compromised in a data breach announced by Marriott on or about November 30, 2018. The proposed Class Representatives are: Roger Cullen, Eric Fishon, and Paula O'Brien.

New York Breach of Contract Benefit of the Bargain Subclass (Against Marriott Only)

All natural persons residing in New York who had a Starwood Preferred Guest ("SPG") membership and who paid for a stay at a Starwood property and whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property, was compromised in a data breach announced by Marriott on or about November 30, 2018. The proposed Class Representatives are: Roger Cullen, Eric Fishon, and Paula O'Brien.

Pls.' Mot. at 6–7.

Plaintiffs seek to certify the following Consumer Protection Classes:

> *California Unfair Competition Law ("UCL") Class (Against Marriott Only)*
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> All natural persons residing in California who paid for a stay at a Starwood property and whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property, was compromised in a data breach announced by Marriott on or about November 30, 2018. The proposed Class Representatives are Robert Guzikowski, Denitrice Marks, and Maria Maisto.
>
> *Maryland Consumer Protection Act ("MCPA") Class (Against Marriott Only)*
>
> All natural persons residing in Maryland who paid for a stay at a Starwood property and whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property, was compromised in a data breach announced by Marriott on or about November 30, 2018. The proposed Class Representative is Peter Maldini.
>
> *Michigan Identity Theft Protection Act ("ITPA") Class (Against Marriott Only)*
>
> All natural persons residing in Michigan whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property, was compromised in a data breach announced by Marriott on or about November 30, 2018. The proposed Class Representatives are Bryan Wallace and Laura Gononian.
>
> *New York General Business Law ("GBL") Class (Against Marriott Only)*
>
> All natural persons residing in New York who paid for a stay at a Starwood property and whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property, was compromised in a data breach announced by Marriott on or about November 30, 2018. The proposed Class Representatives are: Roger Cullen, Eric Fishon, and Paula O'Brien.

Pls.' Mot. at 5–6.

Each of these proposed classes must satisfy the requirements of Rule 23(b)(3), analyzed below. Before turning to those requirements, however, I will first address the applicability of Plaintiffs' two classwide theories of harm to this analysis.

b. Classwide Theories of Harm

Plaintiffs assert that two theories of harm support the certification of "full" damages classes. First, Plaintiffs argue that their overpayment theory is consistent with classwide damages. That overpayment theory can be summarized as follows: Marriott was able to charge higher prices for hotel rooms than they would have in a hypothetical "but-for" world in which consumer willingness to pay for a hotel room had shifted in response to consumer knowledge of Starwood's inadequate data security; consequently, named plaintiffs overpaid for their respective hotel stays as a result of Marriott's alleged data security failures. In the companion *Daubert* opinion, the Court determined that Plaintiffs' model calculating damages pursuant to this theory is admissible under Federal Rule of Evidence 702—at least for purposes of ruling on class certification. Plaintiffs are seeking compensatory damages under the overpayment theory for their contract and consumer protection claims. The overpayment theory is also relevant to Plaintiffs' request for statutory damages under New York's consumer protection statute and nominal damages under Maryland and New York contract law as an overpayment injury may supply the underlying injury required to seek those damages. Plaintiffs conceded at the class certification hearing that they are not seeking compensatory damages under the overpayment theory for their negligence claims.

Second, Plaintiffs assert that their loss of market value of PII theory is consistent with classwide damages. Contending that Starwood customers' PII had market value, Plaintiffs argue that putative class members lost that value when hackers gained access to, and/or exported, PII from the NDS database. While one could conceive of multiple ways of defining—and calculating market value—Plaintiffs and their expert Dr. Prince chose a loss of revenue (to individual class members) approach. Dr. Prince estimated the prices at which various combinations of Plaintiffs' PII (e.g., email address, phone number, credit card number, passport number) could be sold by entities (whether legal or illegal) that sell consumer data to others, in order to calculate the revenue

these sales would have generated for each class member. Unlike the model accompanying the overpayment theory, the Court rejected Plaintiffs' loss of market value model under Rule 702.

In correspondence with the Special Master, *see* ECF No. 993, and at both the *Daubert* and class certification hearings, Plaintiffs raised another methodology by which one could measure market value—Marriott's own valuation of the monetary value of reward customers' PII *to* Marriott.[31] As Judge Facciola noted in his Report and Recommendations on this issue, this methodology is disconnected from Dr. Prince's chosen model—and the conceptualization of Plaintiffs' theory underlying that model—and so it was irrelevant to the *Daubert* issues already addressed by the Court in its companion opinion. However, one can understand how this valuation might be used to demonstrate damages on a classwide basis. This approach, though, has not been adequately developed on the record at this time. Without an accepted damages model, the loss of market value theory cannot support class certification today—even as to liability. In the absence of a working damages model that fleshes out the loss of market value theory, too many open questions remain as to individualization to satisfy the predominance requirement. A working model could show the Court how it should understand fact of injury, injury causation, etc. under a loss of market value theory.

Taking into account my ruling on the *Daubert* motion, the emergence of Marriott's own valuation of customers' PII, and the undeveloped nature of the record on this issue, I DENY WITHOUT PREJUDICE Plaintiffs' motion for class certification as to damages (and liability) classes that would rely on the loss of market value theory. Following the issuance of this opinion

[31] Pursuant to a California Consumer Privacy Act ("CCPA") regulation that took effect August 20, 2020, Marriott publicly provided a valuation of Bonvoy Program members' PII. ECF No. 993-3. (Bonvoy is Marriott's customer rewards program. *Id.*) Marriott represented that members' PII was worth, on average, approximately $0.42 per consumer in 2021 *to* Marriott. ECF No. 993-2.

and its accompanying order, the Court will schedule a call with the parties to discuss issues related to Marriott's valuation of customers' PII. The Court will ask Plaintiffs to further describe what discovery they seek on these issues and the mechanics of the discovery. The Court will hear from Defendants as well and schedule further communications with the parties as needed.

With the loss of market value theory presently excluded as a theory of harm, the remaining Rule 23(b)(3) analysis will focus on the overpayment theory.[32]

c. Predominance

Rule 23(b)(3)'s requirement that common questions of law or fact predominate over individual ones is similar to, but "far more demanding" than Rule 23(a)'s commonality requirement. *Amchem Prods.*, 521 U.S. at 623–24; *Stanley v. Cent. Garden & Pet Corp.*, 891 F. Supp. 2d 757, 771 (D. Md. 2012). "An individual question is one where 'members of a proposed class will need to present evidence that varies from member to member,' while a common question is one where 'the same evidence will suffice for each member to make a prima facie showing [or] the issue is susceptible to generalized, class-wide proof.'" *Tyson Foods*, 577 U.S. at 453 (quoting 2 *Newberg* § 4:50 (5th ed. 2012)). In conducting the predominance analysis, a court first characterizes issues as common or individual. 2 *Newberg* § 4:50 (5th ed. 2021). Then, it "'asks whether the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues.'" *Tyson Foods*, 577 U.S. at 453 (quoting 2 *Newberg* § 4:49 (5th ed. 2012)). "This is not simply a matter of counting common versus noncommon questions and checking the final tally. 'Rule 23(b)(3)'s [predominance] test is

[32] As Plaintiffs are not seeking overpayment damages for their negligence claims, those claims will not be discussed in the Damages Classes section. Instead, the Court will only address the negligence claims in the context of issues certification. (Plaintiffs do seek nominal damages for their negligence claims, but they cannot pursue those damages at this time as neither the overpayment theory nor loss of market value theory is presently available to Plaintiffs for use in their negligence claims.)

qualitative rather than quantitative.'" *Soutter*, 307 F.R.D. at 214 (quoting *Stillmock v. Weis Mkts., Inc.*, 385 F. App'x 267, 272 (4th Cir. 2010) (citing *Gunnells*, 348 F.3d at 429)). "If the 'qualitatively overarching issue[s]' are common, a class may be certified notwithstanding the need to resolve individualized issues." *Id.* (citing *Ealy*, 514 F. App'x at 305). Thus, Rule 23(b)(3) "does not require a plaintiff seeking class certification to prove that each "elemen[t] of [her] claim [is] susceptible to classwide proof," but it "does require [] that common questions '*predominate* over any questions affecting only individual [class] members.'" *Amgen Inc.*, 568 U.S. at 469 (quoting Fed. Rule Civ. P. 23(b)(3)) (emphasis in *Amgen*, internal citation omitted). Ultimately, the predominance inquiry "'tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation.'" *Tyson Foods*, 577 U.S. at 453 (quoting *Amchem Prods.*, 521 U.S. at 623).

"Rule 23(b)(3) is normally satisfied where there is an essential common factual link, such as standardized documents and practices, even though the nature and amount of damages may differ among class members." *TD Bank*, 325 F.R.D. at 154 (citations omitted). "[T]he glue binding this putative class action" is Defendants' data security policies and practices and the form contract outlining Defendants' responsibilities to class members regarding data protection to which all class members are subject. *Cf. Earl*, 339 F.R.D. at 435. This glue is strong enough such that Plaintiffs have satisfied the predominance requirement across two varieties of claims—breach of contract and consumer protection—as to the overpayment theory.[33] Defendants ably raise a number of important issues that they argue preclude a finding of predominance: injury, payment, contractual

[33] Plaintiffs have not satisfied predominance as to every single claim though within those categories, nor have they satisfied predominance for full liability or damages as to the non-overpayment theories.

relationships, causation, reliance, exposure, affirmative defenses,[34] and damages. Some of these issues are applicable to each of Plaintiffs' claims; others are specific to a particular type of claim. After weighing all the arguments, these issues do not defeat predominance for the overpayment theory—at least for a majority of the putative classes for which that theory is applicable.[35]

1. Standing, Predominance, and Overpayment Theory

I have addressed Defendants' concern regarding uninjured class members and predominance previously in the standing section. To briefly summarize, Defendants argue that class members under the original class definitions would include many individuals who received reimbursement for their hotel stays and who booked outside the damages period. These individuals suffered no injury and had no standing under the overpayment theory. Consequently, legal issues of standing would defeat predominance. Taking stock of this argument, the Court has already redefined the classes so that only individuals who bore the ultimate economic burden of a hotel stay and only individuals who made reservations during the damages period are included. Thus, this predominance argument is no longer applicable. Having address this threshold predominance issue, the Court now turns to a predominance analysis by claim type.

2. Breach of Contract Claims

"Considering whether 'questions of law or fact common to class members predominate' begins, of course, with the elements of the underlying cause of action." *Erica P. John Fund, Inc. v. Halliburton Co.*, 563 U.S. 804, 809 (2011). The essential elements of breach of contract in the bellwether states are broadly similar. Under Maryland law, "[t]he elements of a claim for breach of contract include 'contractual obligation, breach, and damages.'" *Tucker v. Specialized Loan*

[34] Defendants specifically addressed the statute of limitations defense. *See* Defs.' Opp'n at 51.
[35] Plaintiffs are pursuing the overpayment theory via their claims against Marriott only. *See* Pls.' Reply at 28. The theory is inapplicable to Accenture.

Servicing, LLC, 83 F. Supp. 3d 635, 655 (D. Md. 2015) (quoting *Kumar v. Dhanda*, 17 A.3d 744, 749 (Md. Ct. Spec. App. 2011)). Under New York law, "the elements of a breach of contract claim are (1) the existence of a contract, (2) the plaintiff's performance, (3) the defendant's breach, and (4) resulting damages." *Alloy Advisory, LLC v. 503 West 33rd St. Assoc., Inc.*, 195 A.D.3d 436, 436 (N.Y. App. Div. 2021) (Mem.) (citing *Harris v. Seward Park Hous. Corp.*, 79 A.D.3d 425, 426 (N.Y. App. Div. 2010)).

"[C]ourts properly refuse to certify breach of contract class actions where the claims require examination of individual contract language." *In re U.S. Foodservice Pricing Litig.*, 729 F.3d 108 (2d Cir. 2013) (citing *Broussard*, 155 F.3d at 340; *Spencer v. Hartford Fin. Servs. Grp., Inc.*, 256 F.R.D. 284, 304 (D. Conn. 2009) (declining to certify class for breach of contract claims where contracts defined cost and value differently such that the language of each contract "would need to be carefully considered to determine whether defendants breached each contract at issue"); *Sprague*, 133 F.3d at 398 (decertifying class of early retirees in ERISA case where "side deals" contained myriad variations as to what each retiree was promised)). Because the examination of individual contract language defeats class certification, contract claims that are successfully certified for class action typically involve form contracts. "It is the form contract, executed under like conditions by all class members, that best facilitates class treatment." *Sacred Heart Health Sys., Inc. v. Humana Mil. Healthcare Servs., Inc.*, 601 F.3d 1159, 1171 (11th Cir. 2010) (citations omitted); *see also TD Bank*, 325 F.R.D. at 155 ("Rule 23(b)(3) predominance is therefore satisfied. This conclusion arises from the fact that TD's checking account policies and practices were governed by form contracts with terms applicable to Plaintiffs and class members alike.") "[S]tandardized agreements should be 'interpreted wherever reasonable as treating alike all those

similarly situated, without regard to their knowledge or understanding of the standard terms of the writing.'" *Id.* at 157 (D.S.C. 2018) (quoting *Restatement (Second) of Contracts* § 211(2)).

The contract at issue here—the SPG Terms & Conditions and its incorporated elements like Starwood's Privacy Statement—is a classic form contract. *See* Pls.' Tab 50. What's more, it is a classic contract of adhesion, "involving non-negotiable terms and a vast bargaining/information imbalance between the parties." *See id.* Starwood offered the SPG Terms & Conditions on a "take-it-or-leave-it basis," *see id.* (quoting *Simpson v. MSA of Myrtle Beach, Inc.*, 644 S.E.2d 663, 669 (S.C. 2007)), with no individualized negotiations.

The written contract itself does not vary person by person. *See* Pls.' Tab 50.[36] It is similar in its consistency to the standardized checking account agreement at issue in *TD Bank* that warranted a finding of predominance in that case. *See TD Bank*, 325 F.R.D. at 155–59. The contract standardization makes this case dissimilar from those where variation between class members' written contracts defeated class certification. *Cf. EQT Prod. Co.*, 764 F.3d at 367–68 (involving leases with language that varied with regards to the payment of royalties and post-production deductions); *Broussard*, 155 F.3d at 340 (involving franchise and trademark agreements with language that varied with regards to authorizing use of funds for advertising). Further, there is no evidence of individualized side agreements—oral or written—that supplemented or altered the form contract. *Cf. Broussard*, 155 F.3d at 340–41 (involving plaintiffs who "relied heavily on

[36] Marriott attempts to cast doubt on this uniformity by noting that the SPG Program Terms and Website Terms of Use "went through several iterations since 2002." Defs.' Opp'n at 40 (citing Pls.' Tab 43). However, Plaintiffs note that the relevant contractual language has not changed since 2002, and further, each iteration of the contract "supersede[d] all previous terms and conditions." Pls.' Reply at 4 (quoting Pls.' Tab 50). Plaintiffs' response on this point is persuasive—the SPG members are all similarly situated as to the relevant terms of the contract.

audiotapes of non-standard final review sessions" before signing contract). In other words, there is no need for individualized extrinsic evidence to interpret the contract.

Because all the class members are subject to this same form contract,[37] common questions predominate—i.e., "the same evidence will suffice for each member to make a prima facie showing" of breach of contract, or at least "the issue is susceptible to generalized, class-wide proof." *See Tyson Foods*, 577 U.S. at 453 (quoting 2 *Newberg* § 4:50). Establishing contractual obligation or the existence of a contract relies upon the same set of facts for each class member. *See* Pls.' Mot. at 29. The Court will look to the standardized agreement to determine what obligations Marriott undertook to protect class members' data. Establishing breach will similarly rely upon the same evidence for each class member. That evidence will include Plaintiffs' expert Mary Frantz's report, Pls.' Tab 4, and the documents and testimony upon which it is based. *See, e.g.*, Pls.' Tabs 17, 19.

i. Affirmative Defenses

Affirmative defenses "must be factored into the calculus of whether common issues predominate." *Gunnells*, 348 F.3d at 438. "[W]hen the defendants' affirmative defenses…may depend on facts peculiar to each plaintiff's case, class certification is erroneous." *Id.* (quoting *Broussard*, 155 F.3d at 342). Some have interpreted this statement as establishing a per se rule in the Fourth Circuit precluding a finding of predominance if there are *any* individualized issues raised by affirmative defenses. *See Waste Mgmt. Holdings, Inc. v. Mowbray*, 208 F.3d 288, 296 n.4 (1st Cir. 2000). However, such an interpretation is implausible given the Fourth Circuit's post-*Broussard* jurisprudence. At the very least, individualized issues that can be resolved by

[37] Because the Maryland and New York contract classes are limited to SPG members, each class member was subject to the SPG contract. *See* Pls.' Mot. at 27 (citing Tab 50).

"ministerial" exercises do not preclude predominance. *See Alig v. Quicken Loans Inc.*, 990 F.3d 782, 792–93 (4th Cir. 2021), *vacated and remanded for other reasons*, 142 S. Ct. 748 (2022). Further, interpreting that statement in *Broussard* as a per se rule would be inconsistent with the overall approach to Rule 23(b)(3): "The predominance inquiry 'asks whether the common, aggregation-enabling, issues in the case are *more prevalent or important* than the non-common, aggregation-defeating, individual issues.'" *Tyson Foods*, 577 U.S. at 453 (quoting 2 *Newberg* § 4:50) (emphasis added). If *any* individualization defeated predominance, this inquiry related to prevalence and importance would be irrelevant. While the Fourth Circuit may take a stricter approach compared to other circuits, *see* 2 *Newberg* § 4:55 (5th ed. 2021), it still follows the basic principle of Rule 23(b)(3) when analyzing affirmative defenses in the predominance context. As with all other aspects of class certification, Plaintiffs bear the burden of showing compliance with Rule 23 as to this issue. *See Thorn*, 445 F.3d at 321–22.

Defendants note several affirmative defenses that they plan to raise. *See* Bellwether Class Certification Claims and Defenses Chart, ECF No. 982. Defendants focused on contractual defenses, such as class action waiver and limitation of liability, and the statute of limitations defense in their briefing. *See* Defs.' Opp'n at 36–42. As explained above, all class members will have the same, or substantially similar, contractual relationship with Marriott, and, so, these affirmative defenses will not raise individualized issues that defeat predominance. Resolving issues related to the applicability and waiver of these contractual defenses will not involve individualized inquiries because of the amended class definitions. Accordingly, the Court will spend more time addressing the statute of limitations issue than the other defenses.[38]

[38] In the parties' jointly submitted Bellwether Class Certification Claims and Defenses Chart, ECF No. 982, Defendants noted affirmative defenses they may raise beyond the contractual defenses and statute of limitations defense. However, at this time, the Court does not see how those other

ii. Statute of Limitations

When "the statute-of-limitations question is straightforward and susceptible to class-wide determination," it does not defeat predominance. *Alig*, 990 F.3d at 792. A statute of limitations question that can be answered by referring to objective information to determine whose claims fall inside and outside the applicable limitations period does not defeat predominance. *See id.* at 792–93. In other words, individual variation may exist between plaintiffs. A statute of limitations question that that can only be answered by analyzing "the contents of the plaintiff's mind," on the other hand, defeats predominance. *See Thorn*, 445 F.3d at 320–21.

Defendants assert that each putative class member's breach of contract cause of action accrued at a distinct time—when the individual gave his or her PII to Starwood. *See* Defs.' Opp'n at 42 (citing *Fero v. Excellus Health Plan, Inc.*, 502 F. Supp. 3d 724, 736 (W.D.N.Y. 2020)). These differences, Defendants contend, present individualized issues that preclude a finding of predominance. *See id.* Plaintiffs counter that Defendants are relying upon an inapplicable theory of liability to make this argument. *See* Pls.' Reply at 27. Plaintiffs assert that each class member's cause of action accrued at the same time—when Plaintiffs' PII "was exfiltrated from Defendants' network in November 2018"—so no individualized inquiries on this score are required. *See id.* However, as Plaintiffs argue in the alternative, *see id.* at 27–28, even if individual class members' causes of action accrued at different points in time and some members' claims are time-barred, the Court can mechanically determine whose claims are time-barred by referring to the hotel reservation dates in the NDS database. This type of individual inquiry will certainly not outweigh

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affirmative defenses raise predominance issues—at least as to the overpayment theory. Defendants did not raise these other affirmative defenses in their briefing with regards to the damages classes, and, therefore, the Court will not address them at this time.

the common issues in the case.[39] It is quintessentially "straightforward and susceptible to class-wide determination." *Alig*, 990 F.3d at 792. Without resolving the dispute between the parties as to when the statute of limitation began running, the Court finds that predominance is not defeated by this particular affirmative defense.[40]

3. Consumer Protection Claims

i. New York General Business Law ("GBL") § 349 Class

In a private action under GBL § 349, a consumer must establish "(1) the defendant's conduct was consumer-oriented; (2) the defendant's act or practice was deceptive or misleading in a material way; and (3) the plaintiff suffered an injury as a result of the deception." *Himmelstein, McConnell, Gribben, Donoghue & Joseph, LLP v. Matthew Bender & Co., Inc.*, 171 N.E.3d 1192, 1197 (N.Y. 2021). Section 349 actions "do[] not require proof of actual reliance." *McCracken v. Verisma Sys., Inc.*, 131 F. Supp. 3d 38, 48 (W.D.N.Y. 2015) (citations omitted). Instead of showing reliance, the plaintiff must demonstrate that a deceptive practice, such as a misrepresentation or omission, is "likely to mislead a reasonable consumer acting reasonably under the circumstances"—an objective test. *Dupler v. Costco Wholesale Corp.*, 249 F.R.D. 29, 43 (E.D.N.Y. 2008) (quoting *Maurizio v. Goldsmith*, 230 F.3d 518, 521 (2d Cir. 2000) (quoting *Oswego Laborers' Local 214 Pension Fund v. Marine Midland Bank, N.A.*, 647 N.E.2d 741, 744–45 (N.Y. 1995))).[41] Of course, to conduct this analysis, one must at least know whether a plaintiff was "exposed" to the allegedly deceptive conduct even if one does not need to know whether he or she relied upon the conduct. *See Fero*, 502 F. Supp. 3d at 740.

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[39] For comparison, consider that individual damages calculations of a mechanical nature do not defeat predominance. *See* 4 *Newberg* § 12:5.

[40] The Court can resolve the underlying statute of limitations dispute at the merits stage.

[41] Omissions are actionable under Section 349. *See Dupler*, 249 F.R.D. at 43 (citing *Henry v. Rehab Plus Inc.*, 404 F. Supp. 2d 435, 445 (E.D.N.Y. 2005)).

That Plaintiffs need not show reliance reduces the possibility that individualized inquiries will outweigh common issues. Yet, Defendants still argue that Plaintiffs cannot satisfy predominance as to the Section 349 claims. Defendants contend that individualized inquiries will be required to determine exposure, and these inquiries will overwhelm the common issues. *See* Defs.' Opp'n at 44–45. This contention hinges on Defendants' view that Plaintiffs have failed to demonstrate that class members were uniformly exposed to the allegedly deceptive conduct. *Id.* Whatever merit that argument had originally, it now falls flat as the Court has already limited the consumer protection class definitions to SPG members only. SPG members "were subjected to the same or similar putative misrepresentations or omissions" as they all received the same contract and did not have individualized negotiations with Marriott. *TD Bank*, 325 F.R.D. at 161.[42] Contrary to Marriott's assertion, the Court does not see a "mixed bag of interactions" between individual class members and the company. *See* Defs.' Opp'n at 45 (citing *Fero*, 502 F. Supp. 3d at 740). Instead, the Court sees incredibly similar interactions between individual class members and Marriott.[43] In such circumstances involving uniform disclosures, "courts have certified Rule 23(b)(3) classes under [New York's] consumer protection statute[]." *TD Bank*, 325 F.R.D. at 161 (citing *In re Checking Account Overdraft Litig.*, 281 F.R.D. 667, 681 (S.D. Fla. 2012)).

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[42] Plaintiffs may argue that this analysis is unnecessary as they are only seeking class certification based on Marriott's omissions, Pls.' Reply at 9 n.6, and "thus no individual issues of what the defendant[] said will predominate." *Id.* at 9 (quoting *Dupler*, 249 F.R.D. at 44 (quoting *In re Coordinated Title Ins. Cases*, 784 N.Y.S.2d 919, at *7 (N.Y. Sup. Ct. 2004))). Nevertheless, I find it prudent to grapple with Defendants' arguments here.

[43] I am satisfied at this time that the SPG member limitation has adequately addressed concerns regarding individualized exposure inquiries. Even if class members used different means of booking reservations with Marriott, they are all SPG members and received (or do not receive) disclosures related to data security through that membership. Should this conclusion be upended by further developments in this litigation, the Court may modify its class certification order. *See In re Visa Check/MasterMoney Antitrust Litig.*, 280 F.3d 124, 141 (2d Cir. 2001) (Sotomayor, J.); *see also* 2 *Newberg* § 4:80.

In addition to challenging predominance based on the exposure issue, Defendants argue that New York's statute of limitations for consumer fraud raises individualized issues that overwhelm common issues in this case. *See* Defs.' Opp'n at 41–42. For the same reasons that New York's statute of limitations for breach of contract did not defeat predominance, issues related to New York's consumer fraud statute of limitations do not defeat predominance.

Given this analysis related to exposure and the statute of limitations, the Court finds that the predominance requirement as to liability for the New York GBL § 349 class is satisfied.

ii. Maryland Consumer Protection Act ("MCPA") Class

In a private action under the MCPA, a consumer must establish "(1) an unfair or deceptive practice…that is (2) relied upon, and (3) causes them actual injury." *Bey v. Shapiro Brown & Alt, LLP*, 997 F. Supp. 2d 310, 319 (D. Md. 2014). A deceptive practice has been defined to include a "[f]ailure to state a material fact if the failure…tends to deceive." *Tait v. BSH Home Appliances Corp.*, 289 F.R.D. 466, 484 (C.D. Cal. 2012) (quoting Md. Code Ann., Com. Law § 13–301(3)).[44] The MCPA is distinct from the New York GBL § 349 because it requires reliance, and "[i]t is true that reliance as an element of proof typically forecloses class treatment because of the individualized questions it raises." *TD Bank*, 325 F.R.D. at 161. However, it does not foreclose class treatment in this case.

Under the MCPA, whether the failure to state a material fact tends to deceive is "judged from the point of view of a reasonable, but unsophisticated consumer." *Tait*, 289 F.R.D. at 484 (quoting *Sager v. Hous. Comm'n of Anne Arundel Cty.*, 855 F. Supp. 2d 524 (D. Md. 2012) (citing *Luskin's, Inc. v. Consumer Prot. Div.*, 726 A.2d 702, 713 (1999))). The use of an objective test to determine materiality allows courts to presume classwide reliance under the MCPA when the

[44] Plaintiffs are pursuing class certification based on Marriott's alleged omissions. Pls.' Reply at 9 n.6.

alleged omission is uniformly applicable to the putative class. *See TD Bank*, 325 F.R.D. at 161–62 (citing *Tait*, 289 F.R.D. at 484 ("[T]he MPCA imposes an objective test whereby a plaintiff's reliance on a defendant's omission can be presumed by the materiality of the omitted fact."); *Demmick v. Cellco P'ship*, No. Civ.A. 06-2163 JLL, 2010 WL 3636216, at *23 (D.N.J. Sept. 8, 2010) (presuming satisfaction of reliance element under the specific circumstances of the claim, and certifying MCPA subclass based on uniform, material misrepresentation)).

As outlined in the New York consumer protection analysis, the Court is persuaded that the alleged omissions were uniformly made to the putative class, and the objective test under the MCPA will afford Plaintiffs the opportunity to prove their claims without individualized inquiries overwhelming the common issues. Accordingly, the Court finds that the predominance requirement as to liability for the MCPA class is satisfied.

iii. California Unfair Competition Law ("UCL") Class

As in a MCPA action, reliance is an element in establishing "deceptive or fraudulent acts or practices" in a UCL action. *See Watkins v. MGA Entm't, Inc.*, 550 F. Supp. 3d 815, 833–34 (N.D. Cal. 2021) (citations omitted).[45] However, in UCL *class* actions involving these acts or practices, i.e., misrepresentations or omissions, class members "are not required to prove their *individual* reliance on the allegedly misleading statements [or omissions]." *Bradach v. Pharmavite, LLC*, 735 F. App'x 251, 254 (9th Cir. 2018) (emphasis added). Instead, the standard in class actions under the UCL is whether "members of the public are likely to be deceived"—an objective test. *Id.* (quoting *Kasky v. Nike, Inc.*, 45 P.3d 243, 250 (2002), *as modified* (May 22,

[45] Plaintiffs allege at least three violations of law that serve as predicates for their UCL claim, and each predicate has its own elements in addition to elements common to all UCL claims. *See* Compl. at ¶¶ 452–55; Bellwether Class Certification Claims and Defenses Spreadsheet, ECF No. 982. For purposes of summary judgment or trial, each element is important, but for class certification purposes, the parties have concentrated their attention on reliance. The Court also focuses on reliance as its effect on predominance is at issue.

2002)) (internal quotations omitted). "UCL…claims that rely on a theory of fraudulent omission [as is the case here] are also susceptible to classwide proof because under California law, reliance can be inferred when an omission is material, and whether an omission is material is determined using a 'reasonable consumer' standard." *In re Arris Cable Modem Consumer Litig.*, 327 F.R.D. 334, 365 (N.D. Cal. 2018) (citing *Daniel v. Ford Motor Co.*, 806 F.3d 1217, 1225 (9th Cir. 2015); *McAdams v. Monier, Inc.*, 182 Cal. App. 4th 174, 178 (Cal. Ct. App. 2010)).[46] At least one court has stated that UCL claims are "ideal for class certification because they will not require the court to investigate class members' individual interaction with the product." *Id.* at 254–55 (quoting *Tait*, 289 F.R.D. at 480). Of course, this statement assumes that class members were uniformly exposed to the conduct at issue. *See Mazza v. Am. Honda Motor Co.*, 666 F.3d 581, 595–96 (9th Cir. 2012) (citations omitted).

The Court's predominance analysis regarding the California UCL class follows from the New York and Maryland analyses and, accordingly, the Court finds that the predominance requirement as to liability for the UCL class is satisfied.

iv. Michigan Identity Theft Protection Act ("ITPA") Class

The Michigan Identity Theft Protection Act "requires businesses to provide notice of a security breach 'without unreasonable delay' to a Michigan resident if that resident's unencrypted and unredacted 'personal information' was accessed by an unauthorized person. *Marriott*, 440 F. Supp. 3d at 390 (quoting Mich. Comp. Laws § 445.72(1)). "Courts have found that consumers may bring a civil action to enforce Michigan's data breach notice statute through Michigan's consumer protection statute or other laws." *In re Solara Med. Supplies, LLC Customer Data Sec. Breach Litig.*, No. 19-CV-2284, 2020 WL 2214152 (S.D. Cal. May 7, 2020); *see also In re Target*

[46] As stated previously, Plaintiffs are pursuing class certification based on Marriott's alleged omissions. Pls.' Reply at 9 n.6.

Corp. Data Sec. Breach Litig., 66 F. Supp. 3d 1154, 1169 (D. Minn. 2014). "As there is no Michigan Consumer Protection Act bellwether claim, Plaintiffs seek to enforce the [ITPA] under the other laws they have brought." Pls.' Mot. at 33.

As Defendants note, this cause of action is not tied to Plaintiffs' classwide theories of harm. *See* Defs.' Opp'n at 45. The injury at issue in this cause of action is an "incremental harm suffered by Plaintiffs as a result of any delay." *Corona v. Sony Pictures Entm't, Inc.*, No. 14-CV-09600, 2015 WL 3916744, at *5 (C.D. Cal. June 15, 2015). Assessing this harm would naturally involve individualized inquiries into whether and how a delay caused the theft of an individual's identity, etc. Plaintiffs fail to adequately demonstrate that common issues will predominate as to liability for this class, and the Court will not certify an ITPA class.

4. Compensatory Damages

Having analyzed predominance with respect to liability issues, the Court now addresses the predominance question as to damages. As described in the *Daubert* decision, Plaintiffs plan to use Dr. Prince's BLP model—informed by Ms. Butler's conjoint analysis—to formulaically calculate the amount that class members overpaid for their respective hotel stays.

To satisfy predominance, Plaintiffs' damages must be "capable of measurement on a classwide basis." *See Comcast*, 569 U.S. at 34. However, there is no requirement that Plaintiffs' damages "must be *calculated* on a class-wide basis." *Parker*, 2015 WL 127930, at *14; *see also* 4 *Newberg* § 12:5 ("The fact that damage calculations would require individualized inquiries does not defeat certification.").[47] Instead, "where the case is complex and certified for both liability and

[47] It remains true that individual damage calculations *can* "overwhelm questions common to the class," thus defeating predominance, *see Comcast*, 569 U.S. at 34 (emphasis added), but they do not in all, or even most, cases. *See id.* at 42 (Ginsburg, J., dissenting) (citing 2 *Newberg* § 4:54) ("Recognition that individual damages calculations do not preclude class certification under Rule 23(b)(3) is well nigh universal."); *see also Stillmock*, 385 F. App'x at 274 (quoting *Smilow v. Sw. Bell Mobile Sys., Inc.*, 323 F.3d 32, 40 (1st Cir. 2003) ("The individuation of damages in consumer

damages, class proponents can demonstrate that they have a common, classwide *method* for determining individual damages." *Id.* at § 12:4 (emphasis added). Plaintiffs can demonstrate that such a common, classwide method exists by using a variety of techniques, including "mathematical, mechanical, and statistical formulae." *Id.* at § 12:5. "Moreover, damages calculations made pursuant to a common methodology 'need not be exact' at the class-certification stage." *TD Bank*, 325 F.R.D. at 173 (citing *Comcast*, 569 U.S. at 35).

In addition to putting forward a model that calculates damages via a common, classwide method, Plaintiffs must show that their model only measures "those damages attributable to the theory [of harm]" advanced. *Comcast*, 569 U.S. at 35. In other words, "any model supporting a 'plaintiff's damages case must be consistent with its liability case.'" *Id.*

The outcome of this predominance analysis largely hinges on the Court's determination as to whether Dr. Prince's model is a common statistical formula that applies classwide. At the outset, I acknowledge that this model is complex in that it requires a large amount of data and will be run thousands of times—at least once for each class member.[48] Despite this complexity, however, each class member will use the same model to calculate his or her individual overpayment damages. The model relies upon the same set of variables for every hotel stay. Of course, the numerical value assigned to those consistent variables will change for each class member based on the personal and market data related to their hotel stay(s). However, such differences in the computation of damages does not undermine the common, classwide nature of a methodology. *See Parker*, 2015 WL 127930, at *14 (citing *Gunnells*, 348 F.3d at 428) ("The mathematical

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class actions is rarely determinative under Rule 23(b)(3). Where, as here, common questions predominate regarding liability, then courts generally find the predominance requirement to be satisfied even if individual damages issues remain.")).

[48] For a fuller discussion of the model's attributes, see the Court's *Daubert* opinion.

computation of the [] damages, of course, is different. And, the Fourth Circuit has made it clear that Rule 23 'explicitly envisions class actions with…individual damage determinations."); *see also Earl*, 339 F.R.D. at 442 ("[C]lass members will be able to use this class-wide theory of damages to calculate their *own* individual damages") (emphasis added); *Lester v. Percudani*, 217 F.R.D. 345, 352 (M.D. Pa. 2003) ("[V]ariations in the amount of damages do not preclude certification.") The numerical inputs vary by class member, but the model itself stays consistent.

Even if individual damages calculations accord with predominance, Defendants still argue that acquiring the information necessary to calculate damages requires too much individualized inquiry. *See* Defs.' Opp'n at 20–22. However, the kind of individualized inquiry required here does not preclude a finding of predominance. The information that the model needs to work is objective and administrative in nature. *See Parra v. Bashas' Inc.*, 291 F.R.D. 360, 393 (D. Ariz. 2013) (citations omitted) ("Furthermore, through a computer program, and relying upon 'objective factors' such as 'the individual employee payroll record (dates of employment job position, hours worked) and the wage scale,' which is part of the record, the plaintiffs will be able to calculate back pay losses for 'each eligible class member[.]'"). The model requires (1) personal data of an administrative nature that is in Defendants' NDS database, including the exact Starwood hotel at which a class member stayed, the price paid for that hotel stay, and the date(s) of that stay, and (2) verifiable market data information such as historical prices and hotel attributes that Dr. Prince has demonstrated are available. *See* Rebuttal Rep. of Jeffrey T. Prince, Ph.D. ("Prince Rebuttal Rep."), ECF No. 916-1 (sealed). Acquiring, and then processing, this information will be time intensive, but it does not require resolving individualized issues of a substantive nature.[49] *See Checking*

[49] Importantly, overpayment damages are not wrapped up in individualized causation issues like damages related to identity theft, time spent responding to the data breach, or other out-of-pocket losses would be. Such individualized causation issues have led other courts to deny class

Account Overdraft Litig., 286 F.R.D. 645, 658 (S.D. Fla. 2012) ("[C]alculations will be merely ministerial in nature, and will not be plagued by resolution of individual class member issues.") Of course, the BLP model does not quite reduce the question of individualized damages to "mouse-clicking simplicity." *See Dreher v. Experian Info. Sols., Inc.*, No. CIV-02-0591, 2014 WL 2800766, at *5 (E.D. Va. June 19, 2014). Nevertheless, the necessary inquiries are really part of a "mechanical process," *Parra*, 291 F.R.D. at 393, that is qualitatively unimportant even if it is quantitatively significant—and the predominance test is a qualitative, not a quantitative test. *See Soutter*, 307 F.R.D. at 214 (quoting *Stillmock*, 385 F. App'x at 272 (citing *Gunnells*, 348 F.3d at 429)). Despite individualized inquiries related to damages, the qualitatively overarching issues are still common. *See id.* (citing *Ealy*, 514 F. App'x at 305).

Reading Defendants' arguments regarding individualized inquiries, one wonders whether "Defendants are essentially arguing that due to the [hotel] market's nature and the myriad variables involved, determining the existence of the alleged overcharge is impossible." *Earl*, 339 F.R.D. at 428. However, "[t]his contention cannot be correct—this train of 'logic would have the effect of immunizing…any [unlawful]…conduct concerning…[the hotel industry]' from class treatment." *Id.* at 428–29 (citation omitted). Plaintiffs' proposed model respects that hotel markets vary by geography and tier and avoids problems related to averaging that would have arisen with a simpler model—e.g., one that generated a nationwide overpayment percentage—while remaining formulaic in nature.

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certification of damages classes in data breach cases. *See S. Indep. Bank v. Fred's, Inc.*, No. 15-CV-799, 2019 WL 1179396, at *19 (M.D. Ala. Mar. 13, 2019); *McGlenn v. Driveline Retail Merch., Inc.*, No. 18-cv-2097, 2021 WL 165121, at *6, *10–11 (C.D. Ill. Jan 19, 2021); *but see Brinker*, 2021 WL 1405508, at *12–13. However, that individualized causation issue is not applicable in the overpayment context.

Dr. Prince has not provided precise calculations for overpayment damages for each class member yet—indeed it would have been impossible for him to do so given that he does not have access to the full NDS database—but he is not required to provide precise calculations at this time to satisfy predominance. *See TD Bank*, 325 F.R.D. at 173 (citing *Comcast*, 569 U.S. at 35). As fully discussed in the *Daubert* opinion, he adequately tested his model using bellwether plaintiffs' data and he sufficiently demonstrated how his model would precisely calculate damages for each class member once it is applied classwide.

Further, Dr. Prince's model is consistent with Plaintiffs' overpayment theory of harm, satisfying the *Comcast* requirement that "[a] plaintiff's damages case [] be consistent with its liability case." *Comcast*, 569 U.S. at 35. As stated previously, that overpayment theory can be summarized as follows: Marriott was able to charge higher prices for hotel rooms than they would have in a hypothetical "but-for" world in which consumer willingness to pay for a hotel room had shifted in response to consumer knowledge of Starwood's inadequate data security; consequently, named plaintiffs overpaid for their respective hotel stays as a result of Marriott's alleged data security failures. Dr. Prince's model, which incorporates Ms. Butler's conjoint analysis, only measures the amount that class members overpaid pursuant to that theory. The model works independently of Plaintiffs' other theories of harm and it has isolated the overpayment damages from the other types of damages that Plaintiffs seek.[50]

[50] Defendants argue that the overpayment model's failure to account for international hotel stays speaks to a disconnect between the model and the theory of harm. *See* Defs.' Opp'n at 24–25. Meanwhile, Plaintiffs assert that they did not—and do not—intend for their model to produce overpayment damages for international hotel stays. *See* Prince Dep. 1 at 336:9–337:10. But rather than revealing a *Comcast* "fit" issue, this dispute simply highlights that Plaintiffs' proposed overpayment damages class definitions are imprecisely written, since they apparently encompass international hotel stays. Accordingly, I will narrow the relevant class definitions to hotel stays within the United States, which Plaintiffs agreed to do during the class certification hearing. I will

Finally, if at a later point in the litigation the individual inquiries related to damages calculations metastasize to an impermissible level, the Court retains the ability to modify its class certification order. The Court could create subclasses, bifurcate liability and damages,[51] or decertify the class altogether to address these individualized damages issues. *See In re Visa Check/MasterMoney Antitrust Litig.*, 280 F.3d 124, 141 (2d Cir. 2001) (Sotomayor, J.); *see also* 2 *Newberg* § 4:80.

5. Statutory Damages

Section 349 of the New York General Business Law authorizes "any person who has been injured by reason of any violation of this section [to] bring an action in his own name to enjoin such unlawful act or practice, an action to recover his actual damages *or fifty dollars*, whichever is greater, or both such actions." N.Y. Gen. Bus. Law § 349(h) (emphasis added). These statutory damages "can be assessed on the basis of common proof, as they are [set] at $50." *Sykes v. Mel S. Harris and Assocs. LLC*, 780 F.3d 70, 87 (2d Cir. 2015). Any possible individualization as to calculating damages would be mechanical in nature, i.e., counting the number of hotel stays for which a class member is eligible for damages. When individualized statutory damages questions

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not flat-out deny certification of overpayment damages classes, however, as Defendants ask me to do.

[51] Under bifurcation, liability issues would proceed as a class action—given that the liability issues would still satisfy the class action requirements—and damages would be left for follow-on proceedings. The Fourth Circuit has not directly addressed whether courts may use Rule 23(c)(4) to bifurcate liability and damages, but it has implied that it would follow the majority of circuits in adopting such a view. 2 *Newberg* § 4:91 (citing *Gunnells*, 348 F.3d at 439–45). Lower courts within the Fourth Circuit have adopted a broad view of Rule 23(c)(4)'s use. *See, e.g.*, *Parker*, 2015 WL 127930, at *11 ("Under [*Gunnells*], which appears to follow the practice of the Second, Seventh, and Ninth Circuits, this Court holds that it may use Rule 23(c)(4) to certify a class as to an issue regardless of whether the claim as a whole satisfies the predominance test in Rule 23(b)(3)."); *Good v. Am. Water Works Co., Inc.*, 310 F.R.D. 274, 296 (S.D. W. Va. 2015) (quoting *Manual for Complex Litig.*, § 21.24 (4th ed. 2004)) ("Rule 23(c)(4)(A) permits a class to be certified *for specific issues or elements of claims* raised in the litigation….An issues-class approach contemplates a bifurcated trial where the common issues are tried first, followed by individual trials on questions such as proximate causation and damages.").

are "simple and straightforward"—as they would be here—they do not preclude a finding of predominance. *See Soutter*, 307 F.R.D. at 217 (quoting *Stillmock*, 385 F. App'x at 273).

Indeed, Defendants do not challenge predominance as to statutory damages based on the calculation method. *See* Defs.' Opp'n at 35–36. Instead, Defendants argue that proving "actual injury" or the "fact of damage," as required under § 349,[52] is too individualized. *Id.* This assertion merely recycles arguments made in the overpayment theory context. The Court has already found that establishing liability, and even damages, under the overpayment theory is consistent with predominance. Defendants' arguments regarding individualization are no more successful in the statutory damages context. Plaintiffs have satisfied the predominance requirement as to statutory damages under § 349.

6. Nominal Damages

One may recover nominal damages in breach of contract actions in the bellwether states.[53] *See Compania Embotelladora Del Pacifico, S.A. v. Pepsi Cola Co.*, 976 F.3d 239, 247 n.10 (2d Cir. 2020); *Yacoubou v. Wells Fargo Bank, N.A.*, 901 F. Supp. 2d 623, 638 (D. Md. 2012).[54] Of course, by their nature, nominal damages do not require individualized calculation and, thus, they are consistent with a predominance finding on that score.

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[52] "'Actual injury' is an element of any claim asserted under GBL § 349." *Marshall v. Hyundai Motor Am.*, 334 F.R.D. 36, 57 (S.D.N.Y. 2019) (citing *Small v. Lorillard Tobacco Co.*, 720 N.E.2d 892, 897–98 (N.Y. 1999)).

[53] Under certain circumstances, one may recover nominal damage in negligence actions in the bellwether states as well, but the Court need not address nominal damages for negligence claims here. As indicated previously, Plaintiffs have not established the fact of injury classwide that could support nominal damages—neither the overpayment theory nor the loss of market value theory are applicable to the negligence claims at this time. As for the consumer protection claims, Plaintiffs are not seeking nominal damages. *See* Pls.' Mot. at 34–35; Pls.' Reply at 18–20.

[54] Defendants assert that New York law applies to the breach of contract claims, *see* Defs.' Opp'n at 37, but the Court need not decide that issue now. Accordingly, the Court includes the applicable Maryland case law here, in addition to the New York case law.

As with statutory damages, Defendants do not challenge predominance as to nominal damages based on the calculation method. *See* Defs.' Opp'n at 34. Defendants make a few other arguments against Plaintiffs' effort to certify nominal damages classes. *See* Defs.' Opp'n at 33–35.[55] One such argument unrelated to the predominance requirement is easily addressed here. Defendants assert that Plaintiffs cannot obtain nominal damages because Plaintiffs did not seek nominal damages in the Complaint. *Id.* at 33. While Plaintiffs did not use the term "nominal damages" in their request for relief, they did seek "general damages," Compl. at ¶ 355, which encompasses nominal damages. *See Liberty Mut. Fire Ins. Co. v. JT Walker Indus., Inc.*, 554 F. App'x 176, 190 (4th Cir. 2014) (citing *Ins. Servs. of Beaufort, Inc. v. Aetna Cas. & Sur. Co.*, 966 F.2d 847, 853 (4th Cir. 1992)) ("Nominal damages need not be specifically pleaded where a party alleges a claim for general damages; the general damage allegation sufficiently encompasses nominal damages.") Therefore, Plaintiffs have adequately pleaded nominal damages in the Complaint. Based on this analysis, the Court finds that Plaintiffs have satisfied the predominance requirement as to nominal damages.

d. Superiority

"[A Rule 23(b)(3)] class action [must be] superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). The court must compare possible alternatives to the class action to determine "whether Rule 23 is sufficiently effective to justify the expenditure of the judicial time and energy that is necessary to adjudicate a class action and to assume the risk of prejudice to the rights of those who are not directly before the court." *Stillmock*, 385 F. App'x at 274 (quoting 7AA *Federal Practice and Procedure* § 1779 (3d ed. 2005). Courts consider the following four factors when assessing the superiority of the class action:

[55] The Court has already addressed Defendants' res judicata/adequacy requirement argument related to nominal damages in the adequacy of representation section.

(1) "the class members' interests in individually controlling the prosecution or defense of separate actions"; (2) "the extent and nature of any litigation concerning the controversy already begun by or against class members"; (3) "the desirability or undesirability of concentrating the litigation of the claims in the particular forum"; and (4) "the likely difficulties in managing a class action." Fed. R. Civ. P. 23(b)(3); *see also Thorn*, 445 F.3d at 319.[56] Ultimately, the "determination of superiority necessarily depends greatly on the circumstances surrounding each case." *Stillmock*, 385 F. App'x at 274 (quoting 7AA *Federal Practice and Procedure* § 1779).

After considering each factor, the Court finds that a Rule 23(b)(3) class action is "superior to the other available methods for fairly and efficiently adjudicating" this case. The first factor clearly weighs in favor of class certification. "The vast majority of class members have a *de minimis* interest in individually controlling the prosecution of their [] claims because the monetary value of their damages would be dramatically outweighed by the cost of litigating an individual case." *TD Bank*, 325 F.R.D. at 162 (citing Fed. R. Civ. P. 23(b)(3)).[57] In other words, this case "is the classic negative value case; if class certification is denied, class members will likely be precluded from bringing their claims individually because the cost to bring the claim outweighs the potential payout." *Brinker*, 2021 WL 1405508, at *13; *see also Earl*, 339 F.R.D. at 445.[58] "For

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[56] "Rule 23 states that these factors are pertinent to the assessment of predominance and superiority, but most courts analyze [these] factors solely in determining whether a class suit will be a superior method of litigation." 2 *Newberg* § 4:68 (5th ed.).

[57] "If any individual class member does wish to retain control of his claim, or seek actual damages where a different remedy might be imposed upon him, the opt-out mechanism will allay such a presumption upon his individual interests." *TD Bank*, 325 F.R.D. at 162.

[58] This analysis holds true for statutory damages as well as overpayment damages. Overpayment damages are clearly quite small here. S*ee* Prince Rebuttal Rep. at Figure 3. Statutory damages are potentially larger—the court may exercise its discretion under N.Y. Gen. Bus. § 349(h) to award treble damages up to $1,000 and award reasonable attorneys' fees. However, the damages are still small enough that class members' calculus with regards to bringing individual lawsuits would not change. *See Stillmock*, 385 F. App'x at 274 (citations omitted) ("[T]here is no reasoned basis to conclude that the fact that an individual plaintiff can recover attorney's fees in addition to statutory

most class members the only realistic alternative to a class action is no action at all." *TD Bank*, 325 F.R.D. at 162. In such a case, "the adjudication of [the] matter through a class action [is]…superior to no adjudication of the matter at all." *Gunnells*, 348 F.3d at 426 (citing 5 *Moore's Federal Practice* § 23.48[1] (1997)). "As the Supreme Court put the matter, '[t]he policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights.'" *Id.* (quoting *Amchem*, 521 U.S. at 617 (citation omitted)).

The second factor also supports class certification. Because "numerous putative class action lawsuits based on the same facts and containing substantively identical claims have already been filed against Defendants," the Judicial Panel on Multidistrict Litigation "has seen fit to consolidate the handling of those common claims" in this Court. *TD Bank*, 325 F.R.D. at 162. This decision "favors a consolidated disposition generally." *Id.*

The third factor weighs in favor of class certification as well. This factor "embodies two independent concerns: (1) 'the desirability of concentrating the trial of the claims…by means of a class action, in contrast to allowing the claims to be litigated separately,' and (2) 'the desirability of concentrating the trial of the claims in the particular forum … in contrast to … forums to which they would ordinarily be brought.'" 2 *Newberg* § 4:71 (quoting Fed. R. Civ. P. 23(b)(3) advisory committee's note to 1966 amendments). The Court's preceding predominance analysis implicitly addressed the first of these two concerns. It is nevertheless worth noting that class certification will likely reduce litigation costs by consolidating recurring common issues here. *See Gunnells*, 348 F.3d at 427 (citing *Central Wesleyan Coll. v. W.R. Grace & Co.*, 6 F.3d 177, 185 (4th Cir.

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damages of up to $1,000 will result in…individual actions of a scale comparable to the potential enforcement by way of class action.").

1993)). Proving the common issues addressed in the commonality and predominance sections in individual trials would "require enormous redundancy of effort, including duplicative discovery, testimony by the same witnesses in potentially hundreds of actions, and relitigation of many similar, and even identical, legal issues." *Id.* If the litigation were to proceed via individual trials, plaintiffs could use requests for admission under Fed. R. Civ. P. 36 to request that Defendants admit to the accuracy of certain undisputed factual statements and thereby expedite the individual trials. *See Parker*, 2015 WL 127930, at *14. However, this case has a sufficient number of contested issues that a significant amount of duplication and redundancy across individual trials would remain.

Further on this point regarding the desirability of concentration via class action, the Court notes that class certification serves Defendants here. Class certification "provides a single proceeding in which to determine the merits of the plaintiffs' claims, and therefore protects the defendant from inconsistent adjudications." *Gunnells*, 348 F.3d at 427 (quoting 5 *Moore's Federal Practice* § 23.02 (1999)); *see also Stillmock*, 385 F. App'x at 275 ("[C]lass certification promotes consistency of results, giving [the defendant] the benefit of finality and repose."). "This protection from inconsistent adjudications derives from the fact that the class action is binding on all class members…By contrast, proceeding with individual claims makes the defendant vulnerable to the asymmetry of collateral estoppel…." *Id.* (citing Fed. R. Civ. P. 23(c)(2)(B)).

As to the second concern embodied in the third factor, it is desirable to concentrate the litigation in this particular forum. That this Court has issued many rulings over three years in this case weighs in favor of class certification. *See Earl*, 339 F.R.D. at 445 ("[T]he value of concentrating litigation in the Eastern District of Texas is clear given that this Court has already ruled on a number of matters in this case."); *see also Brinker*, 2021 WL 1405508, at *13. That

Marriott is headquartered in Maryland and that many of its corporate employees live and work here also supports concentrating the litigation in this forum. *See Calderon v. GEICO Gen. Ins. Co.*, 279 F.R.D. 337, 347 (D. Md. 2014).

The fourth factor—manageability—also supports class certification. Manageability is "the most critical concern in determining whether a class action is a superior means of adjudication." 2 *Newberg* § 4:72. Even so, "courts deny class certification on manageability grounds relatively infrequently and primarily in certain carefully circumscribed situations. This is so…because the cases most likely to be unmanageable are those involving myriad individual issues, the manageability concern often simply echoes the predominance analysis. Therefore, courts generally hold that if the predominance requirement is met, then the manageability requirement is met as well." *Nichols v. GEICO Gen. Ins. Co.*, No. 18-cv-01253, 2021 WL 1661158, at *11 (W.D. Wash. 2021) (quoting 2 *Newberg* § 4:72). Here, the manageability concerns raised by Defendants echo their predominance concerns, i.e., they believe that the overpayment model requires too much individualized inquiry. *See* Defs.' Opp'n at 32. However, in the predominance section, the Court concluded that Plaintiffs' overpayment model provides a common, formulaic method for calculating individual damages and does not require too much individualized inquiry. Accordingly, the Court is satisfied that the overpayment model does not make this litigation unmanageable.

Of course, the size of the proposed classes and the administrative logistics discussed previously in the ascertainability section do raise some additional manageability concerns. It will be time consuming to identify class members, review Defendants' administrative records, and collect supporting documentation from class members. However, as with the superiority analysis overall, courts compare the effectiveness of a class action with the alternatives. *See Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1358 (11th Cir. 2009) (quoting *Klay v. Humana*, 382 F.3d

1241, 1273 (11th Cir. 2004) ("[W]e are not assessing whether this class action will create significant management problems, but instead determining whether it will create relatively more management problems than any of the alternatives.")). While this class action presents management difficulties, those difficulties are ultimately outweighed by those associated with the alternative: thousands of individual trials. *See TD Bank*, 325 F.R.D. at 162 (citing Fed. R. Civ. P. 23(b)(3)(D)). As discussed earlier, "separate actions by each of the class members would be repetitive, wasteful, and an extraordinary burden on the courts." *Id.* (quoting *Checking Account Overdraft Litig.*, 286 F.R.D. at 659 (quoting *Kennedy v. Tallant*, 710 F.2d 711, 718 (11th Cir. 1983))).

If existing manageability concerns were to grow or new issues arise—particularly as it relates to individualized damages—the Court "recognize[s] its ability to modify its class certification order, sever liability and damages, or even decertify the class if such an action ultimately [becomes] necessary." *Visa Check/MasterMoney*, 280 F.3d at 141; *see also* 2 *Newberg* § 4:80.

IV. Rule 23(c)(4) Issues Classes

a. Proposed Issues Classes

Plaintiffs ask the Court to certify the following issues:

1. Were Marriott or Accenture Negligent?
    a. Did they owe a common law duty to the class;
    b. Did they breach that duty; and
    c. Did the breach of that duty cause harm to the class.
2. Were Marriott or Accenture Negligent Per Se?
    a. Did they owe a statutory duty to the class;
    b. Did they breach that duty; and

c. Did the breach of that duty cause harm to the class.

3. Did Marriott and Starwood breach their contracts?

a. Did the companies' Privacy Policies create contractual obligations?

b. Did the companies breach those obligations?

c. Did those breaches cause harm?

4. Did Marriott violate state consumer protection statutes?

a. Did Marriott and Starwood make actionable representations or omissions about their security?

b. Did they fail to meet those representations?

c. Did those failures cause harm?

As the Court has certified Rule 23(b)(3) damages classes pertaining to the breach of contract and consumer protection claims, separately certifying questions related to Issues 3 and 4—as well as their sub-issues—under Rule 23(c)(4) is unnecessary at this time.[59] Those issues will be resolved in the Rule 23(b)(3) context anyway. However, the Court must still consider whether to certify the negligence-related liability issues, i.e., Issues 1 and 2—as well as their sub-issues. Given that (1) the overpayment theory is inapplicable to Accenture, (2) Dr. Prince's inherent value model has been excluded, and (3) nominal damages for Plaintiffs' negligence claims are unavailable (at this time) without the classwide fact of injury provided by the loss of market value theory, Rule 23(c)(4) issue certification is the remaining classwide path for Plaintiffs to take with regards to their negligence claims against Marriott and Accenture. As for these proposed liability issues, individualized damages like time spent responding to the data breach and out-of-pocket

[59] Of course, should the damages classes be decertified at any time, the Court may revisit the question of certifying issues classes.

fraud losses are the relevant harms to bear in mind during the analysis—not an overpayment or loss of market value injury.

b. Scope and Function of Rule 23(c)(4)

In considering Plaintiffs' request for certification of various issues, the Court must start with an analysis of Rule 23(c)(4) and its scope and function. "Rule 23 specifically dictates that '[w]hen appropriate' a class action may be 'maintained' as to 'particular issues' and, *after* that is done, 'the provisions of this rule,' such as the predominance requirement of (b)(3), 'shall *then*…be construed and applied.'" *Gunnells*, 348 F.3d at 439 (quoting Fed. R. Civ. P. 23(c)(4)). Given the rule's language, judicial interpretation has coalesced in recent years around a "broad view" of Rule 23(c)(4) in which common questions need predominate over individual ones only for the specific issues that are certified, not for the entire cause of action." 2 *Newberg* § 4:91.[60] Under the broad view, courts may use Rule 23(c)(4) to certify a class as to an issue "regardless of whether the claim as a whole satisfies the predominance test in Rule 23(b)(3)." *Parker*, 2015 WL 127930, at *11; *see also Martin v. Behr Dayton Thermal Prods., LLC*, 896 F.3d 405, 411 (6th Cir. 2018) (citations omitted), *cert. denied*, 139 S. Ct. 1319 (Mem.) (2019) ("The broad view permits utilizing Rule 23(c)(4) even where predominance has not been satisfied for the cause of action as a whole."); *but see Castano v. Am. Tobacco Co.*, 84 F.3d 734, 745 n.21 (5th Cir. 1996) ("The proper interpretation of the interaction between subdivisions (b)(3) and (c)(4) is that a cause of action, as a whole, must satisfy the predominance requirement of (b)(3)."). As the district court in *Good v. Am. Water*

[60] While the Fourth Circuit has not explicitly adopted the broad view, courts and commentators have interpreted *Gunnells* to indicate support for it. *See Parker*, 2015 WL 127930, at *11; *see also Martin v. Behr Dayton Thermal Prods., LLC*, 896 F.3d 405, 411 (6th Cir. 2018) (citations omitted), *cert. denied*, 139 S. Ct. 1319 (Mem.) (2019); 2 *Newberg* § 4:91. *Gunnells* found that Rule 23(c)(4) could be used to maintain a class action as to particular causes of action—if those causes of action satisfied the requirements of Rule 23—even if the lawsuit as a whole did not satisfy all the Rule 23 requirements. 348 F.3d at 441 (quoting *In re A.H. Robins Co., Inc.*, 880 F.2d 709, 740 (4th Cir. 1989)).

Works Co., Inc., put it: "There is no impediment to certifying particular issues in a case as opposed to entire claims or defenses. That is the very approach urged by the authoritative *Manual for Complex Litigation*: 'Rule 23(c)(4)(A) permits a class to be certified for specific issues or elements of claims raised in the litigation.'" 310 F.R.D. 274, 296 (S.D. W. Va. 2015) (quoting *Manual for Complex Litig.* § 21.24 (4th 2004)). This approach accords with the Fourth Circuit's admonition to district courts to "'take full advantage of the provision in [Rule 23(c)(4)] permitting class treatment of separate issues' in order 'to promote the use of the class device and to reduce the range of disputed issues' in complex litigation." *Central Wesleyan*, 6 F.3d at 185 (quoting *In re A.H. Robins Co., Inc.*, 880 F.2d 709, 740 (4th Cir. 1989)). Accordingly, the Court adopts the broad view as to Rule 23(c)(4)'s usage.

c. Applying Rule 23(c)(4)

Having established that the Court may certify specific issues, I must now apply the provisions of Rule 23(a) and (b)(3)—discussed at length above—to the specific issues for which Plaintiffs seek certification. The Court's prior overall Rule 23(a) findings apply across Plaintiffs' theories of harm and claim types and, for the most part, apply to both Defendants. I have also already found that specific concerns raised by Accenture regarding the Connecticut class representative did not defeat typicality. Per that prior analysis, the Rule 23(a) prerequisites are satisfied as to the negligence issues classes.

As with my Rule 23(b)(3) predominance analysis related to the breach of contract and consumer protection claims, I begin the predominance analysis of the negligence and negligence per se issues by looking at the elements of the causes of action.[61] The elements of negligence and

[61] The rules pertaining to the predominance requirement laid out in the damages classes section of this opinion apply here as well. I adopt them for this analysis and, therefore, it is not necessary to repeat them again in this section.

negligence per se are quite consistent across the bellwether states, and Plaintiffs' proposed issues align with the consistent elements: duty (either common law or statutory), breach, and causation.[62] *See Right v. Breen*, 890 A.2d 1287, 1294 (Conn. 2006); *Williams v. Davis*, 974 So. 2d 1052, 1056 (Fla. 2007); *Warr v. JMGM Group, LLC*, 70 A.3d 347, 353 (Md. 2013); *Duncan v. Mill Mgmt. Co. of Greenwich*, 60 A.3d 222, 238–39 (Conn. 2013); *Goldstein, Garber, & Salama v. J.B., LLC*, 797 S.E.2d 87, 92 (Ga. 2017) (quoting *Murphy v. Bajjani*, 647 S.E.2d 54, 58 (Ga. 2007)).

When considering Plaintiffs' identity fraud and related mitigation theories of harm—which are the relevant theories of harm here—individualized issues related to causation are quite significant. As the discovery taken to date from the bellwether plaintiffs has demonstrated, a large number of class members' PII may have been exposed in data breaches other than the Starwood breach or exposed in another manner. *See* Defs.' Exs. 26, 34. As a result, substantial individualized inquiry is required to determine whether Defendants proximately caused any actual identity theft that might have occurred. "The functional equivalent of a full-blown trial on damages causation for each putative class member would be required to determine to which individuals [Defendants are] liable...." *Lienhart v. Dryvit Sys., Inc.*, 255 F.3d 138, 149 (4th Cir. 2001). Defendants have raised substantial doubts regarding predominance as it relates to the proposed certification of causation issues that are separate and apart from the overpayment theory, and Plaintiffs have not met their burden of demonstrating compliance with Rule 23(b)(3) here. Consequently, common issues do not predominate within the causation sub-issues, i.e., Issues 1(c) and 2(c).

While individual issues block a predominance finding as to the causation sub-issue, they do not for the duty and breach sub-issues. Plaintiffs will use the same evidence in their attempt to

[62] Actual injury, or damages, are a fourth consistent element—one that is required to establish liability—but Plaintiffs do not seek to certify that issue given the individualized nature of the non-overpayment theories of harm.

establish duty and breach for their negligence and negligence per se claims against Marriott and Accenture. As to claims against Marriott, that evidence includes Plaintiffs' expert Mary Frantz's report, Pls.' Tab 4, and the documents and testimony upon which it is based. *See, e.g.*, Pls.' Tabs 17, 19. As to claims against Accenture, that evidence includes testimony regarding Accenture's business relationship with Starwood and Marriott, Accenture's data security responsibilities, and Accenture's data security practices related to multifactor authentication, account privileges, monitoring, and encryption. *See* Pls.' Tabs 36, 47–49.

Marriott largely does not contest that common issues predominate as to duty and breach. *See* Pls.' Reply at 3. Marriott primarily challenges predominance as to Plaintiffs' negligence claims by arguing that different contractual relationships between class members and Marriott undermine the necessary cohesiveness for class certification. *See* Defs.' Opp'n at 41. Because the originally proposed negligence classes were not restricted to SPG members, some class members may have been subject to the SPG Terms & Conditions and the agreements incorporated therein, such as the Website Terms of Use, while other class members may not have been subject to these same documents. Because the SPG Terms & Conditions included provisions like a liability release clause that Defendants would use as affirmative defenses, *see* Defs.' Opp'n at 36–37; ECF No. 982, one would have to engage in individual inquiry as to the contractual relationships of class members. This individualized inquiry would likely defeat predominance in this context. However, because of related typicality concerns, the Court has already redefined the proposed negligence classes to only include SPG members. Therefore, Marriott's argument regarding these contractual relationship differences is no longer applicable.

At least with respect to common law duty in Connecticut, Florida, and Maryland, Accenture does challenge Plaintiffs' assertion that common issues predominate. Accenture

contends that individualized issues will emerge when analyzing class members' respective relationships with the company. *See* Defs.' Opp'n at 58. However, there is little or no variation between class members as to this relationship. As Plaintiffs note, "it is difficult to see how [there] could [be] given Accenture's argument that it made 'no representation to plaintiffs, had no interactions with plaintiffs, and did not request, accept, or store their personal information.'" Pls.' Reply at 28 (quoting ECF No. 464-1 at 10, 14). Ultimately—with regards to Accenture and Marriott—common issues will predominate over any individual questions as to the duty and breach elements of negligence and negligence per se, i.e., Issues 1(a)–(b) and 2(a)–(b).

Because "Rule 23(c)(4) eases the demands of the predominance requirement" by isolating specific issues for analysis, it "shifts the focus to Rule 23(b)(3)'s second requirement, superiority." *Romig v. Pella Corp.*, No. 14-cv-00433, 2016 WL 3125472, at *13 (D. S.C. June 3, 2016).[63] For the most part, the factors supporting a finding of superiority as to the damages classes—the class members' de minimis interest in individually pursuing their claims, the Judicial Panel on Multidistrict Litigation's decision to consolidate the handling of Plaintiffs' claims, the protection for Defendants against inconsistent adjudications, and the Court's accumulated time spent with this case—also support a finding of superiority here.

When considering superiority in the context of Rule 23(c)(4) however, courts should additionally consider whether the "efficiency gains of certification…outweigh[]…the fact that individualized issues requiring significant time and attention remain for later. *See id.* at *13–16; *Parker*, 2015 WL 127930, at *14–16. Importantly, courts are "not required under Rule 23…to sacrifice class adjudication of a driving issue in the case simply because many individualized

[63] The rules pertaining to the superiority requirement laid out in the damages classes section of this opinion apply here as well and are adopted for that purpose. Therefore, they need not be repeated.

inquiries will remain thereafter." *Good*, 310 F.R.D. at 298. Nevertheless, courts should evaluate this question of efficiency carefully.

Clearly, important issues related to causation, affirmative defenses, and damages related to Accenture's conduct will not be resolved during issue-class adjudication. Nevertheless, efficiency gains stemming from certification of the duty and breach issues outweigh this fact. Given that the Court has certified damages classes against Marriott, the Court will already be analyzing the intertwined factual circumstances relevant to the duty and breach issues. Not certifying the duty and breach issue classes would result in totally unnecessary duplication as Plaintiffs and Defendants litigated the Marriott class action and the presumably numerous individual Accenture-related cases. The parties would have to repeatedly put on the same witnesses and produce the same documents, incurring considerable expense. This situation speaks to the "economy" of class treatment for these issues. *Cf. Pella Corp. v. Saltzman*, 606 F.3d 391, 394 (7th Cir. 2010) (citation omitted) ("[H]ere there is an economy to class treatment of the question whether the ProLine windows suffer from a basic design defect, the resolution of which has the potential to eliminate the need for multiple, potentially expensive expert testimony and proof that would cost considerably more to litigate than the claims would be worth to the plaintiffs.")

Now, it is true that other methods such as Fed. R. Civ. P. 36, the submission of special verdicts, and collateral estoppel, may exist to avoid relitigating an issue in each individual case. *See Parker*, 2015 WL 127930, at *15. However, in my mind, they are not as efficient as issue certification here, particularly because the Court is already certifying some damages classes. At this juncture, it is worth reiterating that in the event that the results of the issues trials are favorable to Marriott and Accenture, the litigation against them as to the negligence and negligence per se

claims would end. Defendants would not obtain this benefit by any of the foregoing alternatives to certifying an issues class. This observation supports a finding of superiority as well.

Finally, "[b]efore certifying an issues class…the judge should be satisfied that common questions are sufficiently separate from other issues and that a severed trial will not infringe any party's constitutional right to a jury trial and will permit all the parties fairly to present the claims and defenses." 2 *Newberg* § 4:90. As the preceding analysis demonstrates, certifying the described issues against Accenture does not raise concerns on this front.

V. Injunctive or Declaratory Relief Class

A class may be certified pursuant to Rule 23(b)(2) when "the party opposing the class has acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole." Fed. R. Civ. P. 23(b)(2). In interpreting the requirements of Rule 23(b)(2), the Fourth Circuit has held that certification is appropriate where final injunctive relief is sought and will settle "the legality of the behavior with respect to the class as a whole." *Thorn*, 445 F.3d at 329 (quoting Fed. R. Civ. P. 23(b)(2) advisory committee's note to 1966 amendments). Further, where the harm referenced in the requested relief refers to a ceased activity or no longer present practice, it is "moot and cannot serve as a predicate for Rule 23(b)(2) certification." *Id.* at 331. I find certification of the Rule 23(b)(2) class to be inappropriate as Plaintiffs have not established that the proposed relief would provide "an indivisible injunction benefitting all its members at once," in relation to a present, imminent, or possible future harm. *Wal-Mart*, 564 U.S. at 362.

Plaintiffs "seek certification of declaratory and injunctive relief claims, the substance of which will be reserved for a later time deemed appropriate by the Court," and "the opportunity to conduct discovery into data security measures" to determine the substance of the future injunction. Pls.' Mot. at 40. Defendants challenge certification arguing that Plaintiffs cannot "offer the basic

contours of the injunctive and declaratory relief." Defs.' Opp'n at 49. Defendants also state that Plaintiffs can offer no evidence of any "ongoing security inadequacies…that would justify declaratory or injunctive relief," regarding the "retired and now safely offline" database containing the PII at issue. *Id.* at 50.

Without any direction as to the nature of the injunction sought, besides a request for further discovery, Plaintiffs' motion goes no further than requesting that Defendants discontinue their current practices with respect to the PII at issue. Such a general request does not support class certification under Rule 23(b)(2).[64] *See Ginwright v. Exeter Fin. Corp.*, 280 F. Supp. 3d 674, 690 (D. Md. 2017). While lack of specificity describing an injunctive remedy sought is not a bar to class certification, "general contours of the requested injunction" are still necessary. *See Adkins v. Facebook, Inc.*, 424 F. Supp. 3d 686, 698 (N.D. Cal. 2019) (certifying an injunction compelling security measures correction pending specific remedies to be determined at a future time). Here, Plaintiffs fail to establish the general contours for an injunctive remedy under Rule 23(b)(2) that go beyond a general statement for Defendants not to continue as they currently are.

Plaintiffs also seek a declaratory remedy under Rule 23(b)(2). Declaratory relief "as a practical matter [] affords injunctive relief or serves as a basis for later injunctive relief." Fed. R. Civ. P. 23(b)(2) Advisory Committee Commentary. Plaintiffs assert that Defendants "are still in possession of class members' PII" at issue in this case, and that Defendants have not "adequately secured the PII." The Court finds Plaintiffs' asserted declaration unpersuasive to support stand-alone declaratory relief or a declaration for the basis of future injunctive relief. For declaratory relief to serve as a basis for an injunctive relief there must be some present harm or alternatively a

[64] Plaintiffs ask the Court "[to] issue corresponding prospective injunctive relief requiring Marriott to employ adequate security protocols consistent with law and industry standards to protect consumers' Personal information." Compl. at ¶ 351.

"likelihood of a future harm."[65] A declaratory judgment would be appropriate if it established a benefit of a "valuable injunctive relief that will accrue to all members" relief from the harm or threatened harm, *Berry v. LexisNexis Risk and Info. Analytics Grp., Inc.*, No. 11-CV-754, 2014 WL 4403524, at *12 (E.D. Va. Sept. 5, 2014), but here no classwide benefit is clear. Defendants counter, and the record supports, that the "systems [housing the PII at issue] are now retired, offline, and boxed away." *See* Defs.' Opp'n at 51.; *see also* Pls.' Tab 19.

The Court finds that Plaintiffs have failed to establish either the general contours of the injunctive relief requested beyond a general discontinuance statement or provide evidence of some present or likely future harm regarding the PII at issue to support declaratory relief either independently or as the basis for a future injunctive relief.[66]

CONCLUSION

In sum, Plaintiffs' motion for class certification is GRANTED IN PART and DENIED IN PART. As Judge Corrigan did in *Brinker*, I acknowledge that this Court is one of the first to certify Rule 23(b)(3) classes involving individual consumers complaining of a data breach. *See* 2021 WL

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[65] The current requested declaration is not comparable with the requested relief in *Adkins*, 424 F. Supp. 3d at 698. First, in *Adkins* the existing personal data at issue was still in use by the defendant. Second, the defendant's assertion that it had fixed the specific security vulnerability that had "caused the data breach" was viewed insufficient by the court to prevent Rule 23(b)(2) class certification and award an injunctive remedy. The defendant's "repetitive losses of users' privacy supplie[d] a long-term need for supervision," given a "likelihood of future harm" to the plaintiffs' PII. *Id.*

[66] Should further proceedings produce evidence that provides details currently missing from the motion, Plaintiffs may be afforded the opportunity to seek a Rule 23(b)(2) class at that time. Before renewing their motion to certify an injunctive or declaratory relief class, however, Plaintiffs would need to submit a three-page letter to the Court setting forth the anticipated grounds for doing so. The Court would hold a scheduling conference with respect to briefing the motion. Mindful of this possibility, I DENY WITHOUT PREJUDICE the motion to certify a class for injunctive or declaratory relief. I reiterate, however, that the present record does not warrant a 23(b)(2) class, and Plaintiffs would need to put forward a substantially more detailed motion in order for the Court to grant class certification in this respect.

1405508, at *14.[67] Nevertheless, Plaintiffs have satisfied the Rule 23 requirements as to several classes. Accordingly, the Court CERTIFIES the following Rule 23(b)(3) damages class with respect to Plaintiffs' Maryland breach of contract and MCPA claims:

> All natural persons residing in Maryland whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property in the United States, was compromised in a data breach announced by Marriott on or about November 30, 2018, and who: (1) had a Starwood Preferred Guest ("SPG") membership, (2) bore the economic burden for the hotel stay, and (3) made the reservation from July 28, 2014 to November 30, 2018.

Peter Maldini will serve as the Class Representative.

The Court CERTIFIES the following Rule 23(b)(3) damages class with respect Plaintiffs' New York breach of contract and GBL § 349 claims:

> All natural persons residing in New York whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property in the United States, was compromised in a data breach announced by Marriott on or about November 30, 2018, and who: (1) had a Starwood Preferred Guest ("SPG") membership, (2) bore the economic burden for the hotel stay, and (3) made the reservation from July 28, 2014 to November 30, 2018.

Roger Cullen, Eric Fishon, and Paula O'Brien will serve as the Class Representatives.

The Court CERTIFIES the following Rule 23(b)(3) damages class for Plaintiffs' California UCL claim:

> All natural persons residing in California whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property in the United States, was compromised in a data breach announced by Marriott on or about November 30, 2018, and who: (1) had a Starwood Preferred Guest ("SPG") membership, (2) bore the economic burden for the hotel

[67] Of course, as Judge Corrigan also noted, many cases do not reach this point "either due to settlement or other disposition." *See Brinker*, 2021 WL 1405508, at *14.

> stay, and (3) made the reservation from July 28, 2014 to November 30, 2018.

Robert Guzikowski, Denitrice Marks, and Maria Maisto will serve as the Class Representatives.

The Court CERTIFIES the following Rule 23(c)(4) class as to the common law duty and breach issues relevant to Plaintiffs' Florida negligence claims:

> All natural persons residing in Florida who had a Starwood Preferred Guest ("SPG") membership and whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property, was compromised in a data breach announced by Marriott on or about November 30, 2018.

Irma Lawrence, Michaela Bittner, and Kathleen Frakes Hevener will serve as the Class Representatives.

The Court CERTIFIES the following Rule 23(c)(4) class as to the common law duty and breach issues relevant to Plaintiffs' Maryland negligence claims:

> All natural persons residing in Maryland who had a Starwood Preferred Guest ("SPG") membership and whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property, was compromised in a data breach announced by Marriott on or about November 30, 2018.

Peter Maldini will serve as the Class Representative.

The Court CERTIFIES the following Rule 23(c)(4) class as to the common law duty, statutory duty, and breach issues relevant to Plaintiffs' Connecticut negligence and negligence per se claims:

> All natural persons residing in Connecticut who had a Starwood Preferred Guest ("SPG") membership and whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property, was compromised in a data breach announced by Marriott on or about November 30, 2018.

Anne Marie Amarena will serve as the Class Representative.

The Court CERTIFIES the following Rule 23(c)(4) class as to the statutory law duty and breach issues relevant to Plaintiffs' Georgia negligence per se claims:

> All natural persons residing in Georgia who had a Starwood Preferred Guest ("SPG") membership and whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property, was compromised in a data breach announced by Marriott on or about November 30, 2018.

Brent Long and David Viggiano will serve as the Class Representatives.

Each of the class definitions incorporate the modifications that the Court previously discussed. The Court DENIES the motion to certify the Michigan ITPA damages class. The Court DENIES WITHOUT PREJUDICE damages (and liability) classes that rely on the loss of market value theory. The Court also DENIES WITHOUT PREJUDICE the motion to certify a class for injunctive or declaratory relief.

The Court "must appoint class counsel" at this stage of the litigation. Fed. R. Civ. P. 23(g)(1). When appointing class counsel, courts must consider: (1) "the work counsel has done in identifying or investigating potential claims in the action"; (2) "counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action"; (3) "counsel's knowledge of the applicable law"; and (4) "the resources that counsel will commit to representing the class." Fed. R. Civ. P. 23(g)(1)(A)(i)–(iv). Courts must also consider whether class counsel will "fairly and adequately represent the interests of the class." Fed. R. Civ. P. 23(g)(4).

The Court previously appointed interim class counsel in accordance with Rule 23(g). *See* ECF No. 238 ("Case Mgmt. Order No. 2."). At the time that order was issued, I indicated that—based on counsel's submissions to the Court and representations at oral argument—proposed Class Counsel had adequate professional experience in this type of litigation and had access to sufficient resources to advance this litigation in a timely manner. *Id.* Since that order, Plaintiffs' attorneys

have ably engaged in a complex discovery process, conducted numerous depositions, and submitted well-researched briefing to the Court, among other tasks. *See* Pls.' Mot. at 24–25. These efforts have shown that proposed Class Counsel have appropriately identified and investigated potential claims in this action and that they have appropriate knowledge of the applicable law. Accordingly, considering this experience and the Rule 23(g) factors, I will remove the interim designation and appoint the following individuals as Co-Lead Class Counsel: Andrew Friedman of Cohen Milstein Sellers & Toll PLLC, Amy Keller of DiCello Levitt Gutzler LLC, and James Pizzirusso of Hausfeld LLP. I will also remove the interim designation for Consumer Plaintiffs' Liaison Counsel and Consumer Plaintiffs' Steering Committee. The individuals currently serving in those roles shall continue doing so. The duties for Co-Lead Class Counsel, Liaison Counsel, and members of the Steering Committee remain the same as outlined in the case management order. *See* Case Mgmt. Order No. 2. As in that order, all the foregoing appointments are personal to the individual attorney appointed. Although the Court expects that the individual attorneys will draw upon their firms, including their firms' resources, to assist them with their duties, each individual attorney is personally responsible for his or her duties. The Court may add or replace individual attorneys, if and as circumstances warrant.

A separate ORDER memorializing this opinion follows.

May 3, 2022
Date

Paul W. Grimm
United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
Southern Division

IN RE: MARRIOTT INTERNATIONAL, INC., CUSTOMER DATA SECURITY BREACH LITIGATION *

MDL No. 19-md-2879

CONSUMER ACTIONS *

* * * * * * * * * * * * * *

ORDER

For the reasons stated in the Memorandum Opinion signed this same date, it is hereby ORDERED that Plaintiffs' Motion for Class Certification, ECF Nos. 858 (redacted), 859 (sealed), 863 (sealed), and 865 (sealed), is GRANTED IN PART and DENIED IN PART, as follows:

1. The Court CERTIFIES the following Rule 23(b)(3) damages class with respect to Plaintiffs' Maryland breach of contract and MCPA claims:

> All natural persons residing in Maryland whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property in the United States, was compromised in a data breach announced by Marriott on or about November 30, 2018, and who: (1) had a Starwood Preferred Guest ("SPG") membership, (2) bore the economic burden for the hotel stay, and (3) made the reservation from July 28, 2014 to November 30, 2018.

Peter Maldini will serve as the Class Representative.

2. The Court CERTIFIES the following Rule 23(b)(3) damages class with respect Plaintiffs' New York breach of contract and GBL § 349 claims:

> All natural persons residing in New York whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property in the United States, was compromised in a data breach announced by Marriott on or about November 30, 2018, and who: (1) had a Starwood Preferred Guest ("SPG") membership, (2) bore the economic burden for the hotel stay, and (3) made the reservation from July 28, 2014 to November 30, 2018.

Roger Cullen, Eric Fishon, and Paula O'Brien will serve as the Class Representatives.

3. The Court CERTIFIES the following Rule 23(b)(3) damages class for Plaintiffs' California UCL claim:

> All natural persons residing in California whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property in the United States, was compromised in a data breach announced by Marriott on or about November 30, 2018, and who: (1) had a Starwood Preferred Guest ("SPG") membership, (2) bore the economic burden for the hotel stay, and (3) made the reservation from July 28, 2014 to November 30, 2018.

Robert Guzikowski, Denitrice Marks, and Maria Maisto will serve as the Class Representatives.

4. The Court CERTIFIES the following Rule 23(c)(4) class as to the common law duty and breach issues relevant to Plaintiffs' Florida negligence claims:

> All natural persons residing in Florida who had a Starwood Preferred Guest ("SPG") membership and whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property, was compromised in a data breach announced by Marriott on or about November 30, 2018.

Irma Lawrence, Michaela Bittner, and Kathleen Frakes Hevener will serve as the Class Representatives.

5. The Court CERTIFIES the following Rule 23(c)(4) class as to the common law duty and breach issues relevant to Plaintiffs' Maryland negligence claims:

> All natural persons residing in Maryland who had a Starwood Preferred Guest ("SPG") membership and whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property, was compromised in a data breach announced by Marriott on or about November 30, 2018.

Peter Maldini will serve as the Class Representative.

6. The Court CERTIFIES the following Rule 23(c)(4) class as to the common law duty, statutory duty, and breach issues relevant to Plaintiffs' Connecticut negligence and negligence per se claims:

> All natural persons residing in Connecticut who had a Starwood Preferred Guest ("SPG") membership and whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property, was compromised in a data breach announced by Marriott on or about November 30, 2018.

Anne Marie Amarena will serve as the Class Representative.

7. The Court CERTIFIES the following Rule 23(c)(4) class as to the statutory law duty and breach issues relevant to Plaintiffs' Georgia negligence per se claims:

> All natural persons residing in Georgia who had a Starwood Preferred Guest ("SPG") membership and whose Personal Information, given to Starwood in connection with the making of a reservation at a Starwood property, was compromised in a data breach announced by Marriott on or about November 30, 2018.

Brent Long and David Viggiano will serve as the Class Representatives.

8. The Court DENIES the motion to certify the Michigan ITPA damages class.

9. The Court DENIES WITHOUT PREJUDICE damages (and liability) classes that rely on the loss of market value theory.

10. The Court DENIES WITHOUT PREJUDICE the motion to certify a class for injunctive or declaratory relief.

I APPOINT the following individuals as Co-Lead Class Counsel: Andrew Friedman of Cohen Milstein Sellers & Toll PLLC, Amy Keller of DiCello Levitt Gutzler LLC, and James Pizzirusso of Hausfeld LLP. Further, the individuals currently serving in the roles of Consumer Plaintiffs' Liaison Counsel and Consumer Plaintiffs' Steering Committee shall continue to do so. The duties for Co-Lead Class Counsel, Liaison Counsel, and members of the Steering Committee remain the same as outlined in the case management order. *See* ECF No. 238. As in that order, all the foregoing appointments are personal to the individual attorney appointed. Although the Court expects that the individual attorneys will draw upon their firms, including their firms' resources, to assist them with their duties, each individual attorney is personally responsible for his or her duties. The Court may add or replace individual attorneys, if and as circumstances warrant.

I will schedule a telephone conference with the parties to discuss issues related to Marriott's valuation of customers' PII.

May 3, 2022
Date

Paul W. Grimm
United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
SOUTHERN DIVISION

IN RE: MARRIOTT INTERNATIONAL CUSTOMER DATA SECURITY BREACH LITIGATION **THIS DOCUMENT RELATES TO: THE CONSUMER TRACK**	**MDL NO. 19-md-2879** **JUDGE PAUL W. GRIMM**

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INTRODUCTION

Plaintiffs commenced this case with dire allegations that the Starwood cyberattack "resulted in catastrophic outcomes for Marriott's customers." (ECF No. 473, Pls.' Opp. to Mot. to Dismiss, 2.) They claimed that customers "have already been exposed to or are at an alarmingly significant risk of identity theft, financial fraud, and other identity-related fraud into the indefinite future." (*Id.*)

But now, after 18 months of discovery, this part of plaintiffs' class-action case has collapsed. There is no evidence that any plaintiff suffered these injuries as a result of the Marriott data breach, and more importantly for purposes of this motion, plaintiffs do not claim they could establish these injuries or causation on a classwide basis. Indeed, plaintiffs barely mention these identity-theft-related theories, suggesting only that customers alleging injuries of identity theft, financial fraud, and mitigation must go it alone in ill-defined, individualized "hearings" before a "special master or magistrate judge." (ECF No. 859, Pls.' Mot. for Class Cert. (Mot.), 44.)

Realizing these individualized issues of causation and injury preclude class certification of their identity-theft claims, plaintiffs now premise their motion on their other two theories of harm: the lost value of personal information and overpayment for hotel stays. But neither theory can resuscitate their bid for class certification.

Although plaintiffs have claimed that every potential class member experienced a "diminishment in the value of their PII" (Mot. 3, 37), they do not offer any methodology that measures a reduction in the value of their personal information. There is no ambiguity on this score. Plaintiffs' expert economist freely admits that "I don't speak to changes in the value" and "I'm not offering an opinion that speaks to a change in market prices" for plaintiffs' data "as a result of the data breach." (Ex. 22, Prince Dep., 216:8-10, 217:10-12). That disconnect between plaintiffs' theory of injury and methodology for measuring that injury precludes a finding of

predominance under a straightforward application of the Supreme Court's decision in *Comcast Corp. v. Behrend*, 569 U.S. 27 (2013).

Plaintiffs' effort to demonstrate through common proof an alleged overpayment for hotel rooms fares no better. Indeed, plaintiffs' methodology for calculating overpayment damages is not even a functioning model—it is a "demo" that their expert has not yet taken on a test run. Instead of doing the actual work to show how he would collect and evaluate the data necessary to figure out how much even one plaintiff supposedly overpaid for a single stay, plaintiffs' expert used irrelevant present-day, COVID-era pricing, market share, and other inputs to illustrate a mere theoretical construct. When the time comes to actually measure damages, the expert admits that he will have to figure out how to define and replicate hotel competition throughout his damages period of 2014-18, for every potential class member's stay at every Starwood hotel worldwide, in markets as diverse and far-flung as Orlando, New York City, Skopje, and Hyderabad. On top of all that, this improbable enterprise will require actual historical pricing and market data that the expert does not have and has no idea how to obtain. This onerous, individualized inquiry precludes any finding that common issues predominate. Moreover, this theory does not apply to the claims against Accenture at all, since plaintiffs did not engage in any economic transaction with Accenture.

Plaintiffs are asking the Court to certify endless litigation, not a class action envisioned by Rule 23. Plaintiffs admit their claims of harm due to identity theft, financial fraud, and associated mitigation expenses cannot be tried in a class action and seek to push them into countless mini-trials. And their other two theories—loss of value and overpayment—do not clear the Rule 23 hurdle. For these reasons and those that follow, class certification should be denied.

BACKGROUND

On September 23, 2016, Marriott acquired Starwood. Marriott decided to retire Starwood's computer systems and migrate the consolidated enterprise onto Marriott's systems. But unbeknownst to Marriott, a hacker had infiltrated Starwood's NDS guest-reservation database. A forensic investigation revealed that the intruder may have gained access to personal information of Starwood guests from certain tables in the NDS, including names, addresses, email addresses, phone numbers, and birthdates—and in some cases passport and payment-card numbers, the vast majority of which were encrypted. (ECF No. 598-1, PFI Rpt., 5-7.)

Although plaintiffs complain about this information being potentially viewed by the hacker, they freely share much of it on the public internet. (Ex. 1, Poindexter Rpt., ¶¶ 21-39; *see also* Ex. 34, Maldini Dep., 17:1-8 (agreeing his name and date of birth were "a matter of public record"); Ex. 26, Hevener Dep., 61:19-62:3 (acknowledging that "the property ownership history of [her] home" is "publicly available information").

And while plaintiffs attempt to blame any misuse of their data on the Starwood cyberattack, most of them have had their personal information breached many times before. (Ex. 26, Hevener Dep., 199:5-11 (agreeing that "at this point [she has] been involved in so many data breaches that all [her] information is just out there"); & Ex. 17, Hevener ROG 3, 9-22; *see also* Ex. 16, Maisto ROG 3, 13-23 (at least 20 other data breaches); Ex. 1, Poindexter Rpt., ¶¶ 21(f), 22(h), 24(g), 25(i), 26(h), 28(h), 32(f), 33(g), 38(f), 39(f), 41.)

The information in the NDS database dates back to reservations made in 2002. (Pl. Exs., Tab 43, Van der Walt 30(b)(6) Dep., 183:12-14.) About 133.7 million records may be associated with the United States, and 47.7 million may be associated with the seven bellwether states at issue. (*Id.* at 176:13-20; Ex. 12, Marriott Ltr. to Regulators (May 7, 2019), 2-4.).) Despite deduplication efforts, significant duplication remains. (Pl. Exs., Tab 43, Van der Walt Dep.

175:15-176:7; Ex. 13, Marriott Ltr. to Regulators (Jan. 23, 2019), 3.) Many records are incomplete, often making it impossible to determine whether records bearing the same name were for the same person. (Ex. 13, Marriott Ltr. to Regulators (Jan. 23, 2019), 3.)

The affected records also contained approximately 5.6 million encrypted payment-card numbers potentially issued in the United States. (*Id.* at 2-3) The vast majority of these cards were expired as of September 2018, when the hacker may have extracted data. (*See id.* (globally, approximately 385,000 cards were unexpired as of September 2018).)

Virtually all the credit-card numbers were encrypted. (*Id.* at 2-3, n.3) Starwood's encryption methods were "[redacted] and [redacted]" (Ex. 21, Lawing Dep., 120:10-122:6.) An independent forensic investigation confirmed there is "no evidence" that the encryption keys "necessary to decrypt payment card numbers were compromised." (ECF No. 598-1, PFI Report, 6.) Plaintiffs' expert offered no opinion to the contrary. (Ex. 24, Frantz Dep., 203:15-18 (admitting she did not investigate NDS encryption and decryption processes).)

There also is no evidence that the affected information has appeared on the dark web. Mandiant Threat Intelligence researched underground and dark-web forums and marketplaces and found to a reasonable degree of certainty that there are no indications of underground or dark-web actors in possession of data associated with the Starwood cyberattack. (Ex. 4, Snyder Rpt., 4.) Again, plaintiffs have offered no evidence to the contrary.

Further evidence that the data has not been used for fraudulent purposes comes from banks and card brands. (Ex. 21, Lawing Dep., 80:6-15; 255:16-256:4; Ex. 5, Stout Dec., ¶¶ 5, 14.) [redacted]. (Ex. 5, Stout Dec., ¶ 5.) [redacted]

[redacted] (*Id.* at ¶ 14; Ex. 21, Lawing Dep., 255:16-256:4.)

Plaintiffs spend much of their brief attacking Starwood's data security. But the systems containing the NDS database consistently received Reports of Compliance from qualified evaluators attesting to the reasonableness of the controls in place. (Pl. Exs., Tab 28, Harding 30(b)(6) Dep., 93:13-19). And following the merger, Marriott promptly devised and executed its plan to decommission Starwood's systems, including the NDS database, which is now offline and beyond the reach of attackers. (Pl. Exs., Tab 29, Van der Walt Dep., 182:20-21.)

LAW AND DISCUSSION

I. PLAINTIFFS BEAR THE BURDEN OF PROOF UNDER RULE 23.

It is plaintiffs' burden to "present evidence that the putative class complies with Rule 23." *EQT Prod. Co. v. Adair*, 764 F.3d 347, 357 (4th Cir. 2014) (citing *Comcast*, 569 U.S. at 33). The Court must "conduct a 'rigorous analysis' to determine whether" a proposed class satisfies Rule 23, "even when that requires inquiry into the merits of the claim." *Comcast*, 569 U.S. at 35. Plaintiffs seeking money damages must comply with the basic "procedural protections" of Rule 23(b)(3): predominance and superiority. *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 362 (2011).

Predominance requires that plaintiffs "affirmatively demonstrate" that common questions predominate over individual ones. *Comcast*, 569 U.S. at 33 (quoting *Wal-Mart*, 564 U.S. at 350). This is a "demanding" requirement. *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 624 (1997). To meet it, plaintiffs must show that their theories of liability are "capable of classwide resolution," meaning the elements of their claims can be determined in "one stroke" for everyone in the class. *Wal-Mart*, 564 U.S. at 350.

Superiority requires a careful assessment of plaintiffs' plan to manage the litigation.

Johannessohn v. Polaris Indus. Inc., --- F.4th ---, 2021 WL 3700153, at *3 (8th Cir. Aug. 20, 2021) ("manageability is, by far, the most critical concern in determining whether a class action is a superior means of adjudication") (quotation omitted). "[I]n determining the manageability of a proposed class action, … [the court] can and must look at the case as a whole and … consider proof of damages as well as other issues in the case." *Windham v. Am. Brands, Inc.*, 565 F.2d 59, 71 (4th Cir. 1977); *see also Lloyd v. Gen. Motors Corp.*, 275 F.R.D. 224, 231-33 (D. Md. 2011).

Plaintiffs have failed to establish predominance, superiority, or manageability here.

II. INDIVIDUAL ISSUES OF INJURY, CAUSATION, AND DAMAGES PREDOMINATE.

Rule 23 requires that plaintiffs show "that the class members have suffered the same injury," meaning an injury that "depend[s] upon a common contention[.]" *Wal-Mart*, 564 U.S. at 350 (quotation omitted); *see also Lucas v. Breg, Inc.*, 212 F. Supp. 3d 950, 970 (S.D. Cal. 2016) ("a proposed class action requiring the court to determine individualized *fact* of damages does not meet the predominance standards of Rule 23(b)(3)") (quotation omitted). Each of plaintiffs' claims requires proof that defendants caused plaintiffs an injury. *See In re Marriott Int'l, Inc., Customer Data Sec. Breach Litig.*, 440 F. Supp. 3d 447, 456, 478-79, 489-90, 492-95 (D. Md. 2020) (*Marriott I*); *In re Marriott Int'l, Inc., Customer Data Sec. Breach Litig.*, 2020 WL 6290670, at *4-6, *12, *18, *21 (D. Md. Oct. 27, 2020) (*Marriott II*).

Plaintiffs argue "class certification would be appropriate even if all damages were individualized" (Mot. 33), but that is not the law. *See Harnish v. Widener Univ. Sch. of Law*, 833 F.3d 298, 306 (3d Cir. 2016) (plaintiffs must show "economic loss—that is, the fact of damage—on a common basis") (quotation omitted). Moreover, the need for individual *calculations* of damages—as opposed to the *fact* of damage—will also defeat predominance where "[q]uestions of individual damage calculations … overwhelm questions common to the class." *Comcast*, 569 U.S. at 33-34; *see also Brown v. Electrolux Home Prod., Inc.*, 817 F.3d 1225, 1240 (11th Cir.

2016) (individualized damages "defeat predominance if computing them will be so complex, fact-specific, and difficult that the burden on the court system would be simply intolerable") (quotation omitted); *Williams v. Estates LLC*, 2021 WL 1581239, at *4 (M.D.N.C. Apr. 22, 2021) (denying certification where damages included "individualized components"). Thus, "where the issue of damages and impact does not lend itself to [] a mechanical calculation, but requires separate 'mini-trials' of an overwhelming large number of individual claims, courts have found that the staggering problems of logistics thus created make the damage aspect of the case predominate." *Windham*, 565 F.2d at 68 (quotations omitted).

None of plaintiffs' theories of injury or causation satisfies these "demanding" predominance requirements. *Amchem*, 521 U.S. at 624. Even plaintiffs now acknowledge that actual-misuse-based injuries, such as identity theft, time and effort, and related out-of-pocket losses, present "individualized" issues. (Mot. 3, 44; Pl. Exs., Tab 3, Trial Plan, 14.) Plaintiffs now focus instead on their secondary theories of loss of value and overpayment. But the models constructed by their expert Jeffrey Prince fail to measure the harms plaintiffs have alleged and, indeed, do not provide a reliable methodology for calculating any harm on a classwide basis.

A. Plaintiffs Admit Their Primary Theories of Injury and Damages Cannot Be Determined on a Classwide Basis.

Throughout this litigation, plaintiffs portrayed identity fraud and related mitigation expenses as their dominant injuries. When opposing Marriott's motion to dismiss, they argued the Starwood cyberattack "of course has resulted in catastrophic outcomes for Marriott's customers[.]" (ECF 473, Pls.' Opp. to Mot. to Dismiss, 2.) They proceeded to assert that they "have suffered—or are in immediate jeopardy of suffering—serious fraud given the highly sensitive financial and personal information now in the hands of data thieves." (*Id.* at 3.)

Now that they have arrived at the class-certification stage, however, plaintiffs pivot away

from their identity-fraud-related claims. They have to. Determining whether a potential class member can trace a supposed fraud to the Starwood cyberattack is an inherently individualized issue. So are the questions of whether the potential class member faces a certainly impending risk of identity fraud in the future, what steps he or she took to mitigate that fraud or risk of fraud, and whether those steps were reasonable.

The bellwether plaintiffs—and presumably most members of the proposed classes—have been subject to many other data breaches involving equally or more sensitive information than is at issue here. (*E.g.*, Ex. 26, Hevener Dep., 159:11-17 (testifying her Social Security number and "salary information" were potentially compromised in breach at her employer); Ex. 34, Maldini Dep., 204:3-6; 206:12-16; 208:8-209:1 ("interview findings," "health, criminal, and financial history," and "information about immediate family and personal and business acquaintances" were potentially compromised in [redacted] breach).) And in contrast to many of those other breaches, no one has tied any of the information on the dark web to the Starwood incident and the card brands [redacted] (Ex. 4, Snyder Rpt., 4; Ex. 21, Lawing Dep., 255:16-256:4; Ex. 5, Stout Dec., ¶ 14.)

Aside from other breaches, there are many ways personal information can be lost or stolen, or freely provided to third parties, and fraud can result. And whether plaintiffs mitigated a perceived risk of harm or suffered fraud as a result of the Starwood incident or another data breach is inherently individualized and certainly not generalizable across the entirety of plaintiffs' proposed classes. (*E.g.*, Ex. 29, Lawrence Dep., 208:21-209:5 (plaintiff did not know if monitoring information more carefully was "a result of this [Starwood] notice"); Ex. 38, Long Dep., 166:7-20 ("Regardless of breach or not, I would inspect my statement every time."); Ex.

39, Wallace Dep., 301:8-21, 302:14-18, 307:1-5 (he "start[ed] to review [his] statements more carefully after . . . fraudulent activity" on a card he testified he had never provided to Marriott).)

A couple examples from the bellwether discovery illustrate the individualized nature of these issues:

- Paula O'Brien blames Marriott for multiple fraudulent credit-card charges at various locations in Florida. (Ex. 18, O'Brien ROG, 1, 12.) But third-party discovery from her banks revealed that the unauthorized charges had been made with a physical credit card she lost while on vacation rather than a credit-card number stored in the NDS database. (Ex. 30, O'Brien Dep., 142:8-144:20.)
- David Viggiano claimed damages for time and expenses spent renewing his passport. (Ex. 19, Viggiano ROG 7, 20-21.) But Viggiano testified he renewed his soon-to-be-expired passport on [redacted], three days *before* learning of the cyberattack, which means his decision to renew his passport had nothing to do with the Starwood cyberattack. Discovery revealed he had been reimbursed by his employer for the expenses he was seeking as damages. (Ex. 31, Viggiano Dep., 24:22-25:2, 143:12-16, 139:11-140:2, 148:13-15, 182:12-15; Ex. 14, Expense Report, VIGGIANOPL1000179.)

These individualized issues defeat predominance on the identify-fraud related theories of harm. Plaintiffs' cited case, *Stollenwerk v. Tri-West Healthcare Alliance*, 254 F. App'x 664 (9th Cir. 2007) (Mot. 31), is instructive. There, the court allowed the *individual* plaintiff to proceed to trial in a data-breach case because he "had produced evidence showing that he does not transmit personal information over the Internet, that he shreds mail containing personal information, and that the only other known theft of his personal information occurred more than five years before

the burglary." (Ex. 6, No. 2:03-cv-185, Dkt. No. 139, 7 (D. Ariz. June 10, 2008).) But the court denied class certification because these were "individual factual circumstances that will vary from class member to class member." (*Id.*) Other courts have similarly recognized that "individual proof" is "required for causation and damages" for identity-fraud-related injuries. *McGlenn v. Driveline Retail Merch., Inc.*, 2021 WL 165121, at *10 (C.D. Ill. Jan. 19, 2021) (denying certification in data-breach litigation); *see also Dolmage v. Combined Ins. Co. of Am.*, 2017 WL 1754772, at *9 (N.D. Ill. May 3, 2017) ("[I]dentity theft is by its very nature a highly personalized crime, and [] every victim experiences different damages.").

Despite plaintiffs' attempt to move away from their once-primary claims of identity fraud and mitigation, these issues are still in the case. Plaintiffs are still proposing to certify issues of liability for these theories. They are still part of the damages claims plaintiffs are pursuing on behalf of many millions of people. And however questionable the supporting evidence, these individualized issues still predominate. *See Windham*, 565 F.2d at 68 (requirement to individually try causation and damages predominated); *Lienhart v. Dryvit Sys., Inc.*, 255 F.3d 138, 149 (4th Cir. 2001) ("functional equivalent of a full-blown trial on damages causation for each putative class member … [does not] meet the prerequisites of Rule 23(b)(3)"); *Adams v. Henderson*, 197 F.R.D. 162, 172 (D. Md. 2000) ("if the computation of damages will require separate mini-trials, then the individualized damages determination predominates over common issues, and a class should not be certified") (quotation omitted).

The substantial individualized inquiries that surround plaintiffs' identity-fraud-related claims of injuries are predominant, and preclude certification of any class—even a liability-only issue class—related to this theory of injury.

B. Plaintiffs' Loss-Of-Value Theory Fails To Measure any Harm at All, Much Less on a Classwide Basis.

Plaintiffs' first classwide damages theory is that their personal information lost value. But that is not what their expert economist Prince says, nor is it what his model measures. In fact, the model plaintiffs offer in support of this theory does not establish *any* economic injury. It purports only to estimate a static "inherent value" for each individual's data by looking to irrelevant price lists and a blog post that Prince made zero effort to verify or validate. And it ignores significant variation between class member's credit-card data, which requires individualized analysis.

1. Plaintiffs' model fails *Comcast* because it does not measure what plaintiffs claim to have lost.

In their motion, plaintiffs seek certification "for classwide damages related to *diminishment in the value* of their PII," adding that their "PII value damages are uniform and/or formulaic" and "will be established through the testimony of Mr. Prince." (Mot. 3, 33 (emphasis added); Trial Plan 13.) In fact, "diminishment," "decrease," and "devaluation" of their personal information are the words plaintiffs have used to describe this claim throughout the case. (Ex. 32, Bittner Dep., 233:21-234:6 ("devaluation of my personal information"); Ex. 34, Maldini Dep., 248:14 ("decrease in the value of my information"); *see also* ECF No. 473, Pls.' Opp. to Mot. to Dismiss, 14, 34; ECF No. 413, Pls. 2d Am. Complt. (SAC), ¶ 270; ECF No. 540, Memo. Op., 13.) This makes sense—plaintiffs cannot seek damages without showing they suffered some injury, *i.e.*, that they lost something of value.

But faced with the burden to "affirmatively demonstrate" that supposed loss in value, *Comcast*, 569 U.S. at 33, plaintiffs and their expert do not even try. When asked, "In your opinion, did the data at issue have less value after the Starwood cyberattack than it did before," Prince responded: "I'd have to think more about that. I just—I didn't—I didn't think about a change in value pre and post breach." (Ex. 22, Prince Dep., 216:14-19; *see also id.* at 216:8-10

("I don't speak to changes in the value. I'm simply saying what is the market value for the data."). Prince was crystal clear: "I'm not offering an opinion that speaks to a change in market prices as a result of the data breach." (*Id.* at 217:10-12.)

That should be the end of plaintiffs' theory. If *Comcast* means anything, it stands for the "unremarkable premise … that a model purporting to serve as evidence of damages in this class action must measure … those damages attributable to th[e] theory" of liability at issue. 569 U.S. at 35; *see also id.* at 38 ("The first step in a damages study is the translation of the *legal theory of the harmful event* into an analysis of the economic impact *of that event*.") (quotation omitted); *In re Rail Freight Fuel Surcharge Antitrust Litig.*, 725 F.3d 244, 253 (D.C. Cir. 2013) ("No damages model, no predominance, no class certification.").

Courts in this circuit and elsewhere have not hesitated to deny certification when a proposed damages model does not fit the plaintiff's theory of harm. *See Davidson v. Apple, Inc.*, 2018 WL 2325426, at *22 (N.D. Cal. May 8, 2018) (Koh, J.) (denying certification because plaintiff did not meet "*Comcast*'s requirement that damages models 'must measure only those damages attributable to' the plaintiff's theory of liability"); *D'Artiste v. Am. Int'l Grp., Inc.*, 2021 WL 2546734, at *3 (C.D. Cal. Mar. 9, 2021) (similar); *Todd v. XOOM Energy Md., LLC*, 2020 WL 4784767, at *18 (D. Md. Aug. 18, 2020) (similar); *Turnbow v. Life Partners, Inc.*, 2013 WL 3479884, at *17 (N.D. Tex. July 9, 2013) (similar).

In fact, Prince affirmatively disproved plaintiffs' theory of *lost* value when he acknowledged their personal information is "non-rivalrous," an economic term for a good that can be sold over and over again *without* its value being diminished. (Ex. 22, Prince Dep., 227:3-228:11, 231:13-232:2; Pl. Exs., Tab 6, Prince Rprt. ¶ 138). *See also United States v. Saboonchi*, 990 F. Supp. 2d 536, 565 n.16 (D. Md. 2014) (Grimm, J.) (noting that non-rivalrous goods

"simply cannot be 'used up'"); Ex. 9, Charles Jones and Christopher Tonetti, *Nonrivalry and the Economics of Data*, American Economic Review 2020, Vol. 110, No. 9, 2819 (2020) ("data is nonrival" and "can be used by any number of people or firms simultaneously without being diminished"). In other words, if information about a particular class member has inherent value, the fact that the class member's data is available from other sources due to a data breach does not necessarily result in a decrease in the data's inherent value. (Ex. 2, Tucker Rpt., ¶¶ 13, 16-17.)

Instead of matching plaintiffs' theory of harm, Prince speculated that his measurement of the inherent value alone (as opposed to any diminution in that value) reflects economic harm because a plaintiff "might lose value as a result of the cyber attack [where] the hackers might sell [the plaintiff's] information to Person A and, now, Person A won't be interested in buying the information from" the plaintiff. (Ex. 22, Prince Dep., 233:1-13, 235:16-236:3.)

It is worth pausing to reflect on the sheer implausibility of that theory. Not one plaintiff ever sought to sell his or her data to anyone, much less tried to do so but lost out on a particular opportunity to do so because the purported buyer had already acquired that plaintiff's data from the hacker. (*See id.* at 321:6-22.) There is zero real-world evidence that the situation Prince postulates ever occurred and such an analysis (if it were undertaken) would require substantial individual inquiry to boot. It is therefore unsurprising that plaintiffs neither pleaded nor litigated this case under a lost-marginal-sale-of-PII theory.

Moreover, this speculation cannot carry plaintiffs' burden to show specific proof of lost sales. *See Broussard v. Meineke Discount Muffler Shops, Inc.*, 155 F.3d 331, 343 (4th Cir. 1998) (expert's attempt to substitute "abstract analysis" of lost profits for "actual proof of damages … to meet North Carolina's 'reasonable certainty' standard … should have been a caution signal to the district court that class-wide proof of damages was impermissible"); *Lord & Taylor, LLC v.*

White Flint, L.P., 849 F.3d 567, 574 (4th Cir. 2017) ("anticipated profits must be shown with reasonable certainty so that the evidence rises above speculation") (quotation omitted).

Aside from speculating about hypothetical lost sales (no trace of which appears in his expert report), Prince could identify no other "economic injury, in terms of the inherent value of this data as a result of the cyber attack." (Ex. 22, Prince Dep., 236:4-14.) The mismatch between plaintiffs' theory and damages model is reason enough to deny certification for loss of value.

2. Prince's model is arbitrary and unreliable.

Even on its own terms, Prince's model is not capable of reliably measuring the inherent value of plaintiffs' information. Prince purports to "estimate the value that could be obtained from the market for selling Plaintiffs' data that was exposed under Marriott's Data Breach." (Pl. Exs., Tab 6, Prince Rpt., ¶ 11.) His report proffers two figures he claims can be applied classwide—"$1.58 per Plaintiff per sale of data including credit card information and a market value of $0.09 per Plaintiff per sale of data excluding credit card information." (*Id.* ¶ 137.) But at his deposition, Prince explained these figures were just "to demonstrate my method," not "a damages number." (Ex. 22, Prince Dep., 224:19-225:235:9, 315:8-317:14, 300:19-302:7.)

Just having a methodology is not enough. The Court must assess "whether the methodology [is] a just and reasonable inference or speculative." *Comcast*, 569 U.S. at 35 (quotation omitted). Otherwise, "*any* method of measurement [would be] acceptable so long as it can be applied classwide, no matter how arbitrary the measurements may be[,]" which "would reduce Rule 23(b)(3)'s predominance requirement to a nullity." *Id.* at 35-36; *see also Parko v. Shell Oil Co.*, 739 F.3d 1083, 1086 (7th Cir. 2014) (reversing class certification because "[t]he judge should have investigated the realism of the plaintiffs' injury and damage model in light of the defendants' counterarguments, and to that end should have taken evidence").

As already noted, Prince did not even attempt to measure a loss, but only a static "market

value." And even for that limited purpose, his methodology fails for several reasons.[1]

a. Prince identifies no market value to an individual.

The relevant inherent-value question under plaintiffs' theory concerns the value *individuals* derive from their information. That is not the question Prince answered. Instead, to reach a "market value" for individuals' personal information, Prince cites prices at which data-mining *companies* sell curated, bulk datasets,[2] and prices at which *criminals* reportedly sell stolen credit-card data on the dark web. (Pl. Exs., Tab 6, Prince Rpt., ¶¶ 125-136; App'x V, Ex. 2.) But data merchants and criminals are not members of plaintiffs' proposed classes. Certain entities may be willing to buy and sell curated sets of personal data in bulk, but that says nothing about whether individuals can sell their information or the value it would have if they could.

Plaintiffs run into the same problem as the plaintiff in *Adkins v. Facebook, Inc*, 424 F. Supp. 3d. 686 (N.D. Cal. 2019). There, the plaintiff claimed Facebook negligently collected personal information and offered the same market-value theory of damages as plaintiffs here: "The value that Facebook's users lost as a result of that conveyance can be measured through the market method (a standard valuation method) by analyzing what third parties pay to access comparable information." *Id.* at 697 (quotation and emphasis omitted). The court denied class certification because "[a]lthough it's true that each user's information is worth a certain amount

[1] In ruling on the motion to dismiss, this Court stated that the value of personal information resides "in the economic benefit the consumer derives from being able to purchase goods and services remotely and without the need to pay in cash or a check." *Marriott I*, 440 F. Supp. 3d at 462. Prince did not try to measure this economic benefit, much less any loss of it caused by the cyberattack. He claims to measure only "the market value of the data," (Ex. 22, Prince Dep., 216:8-10)—a notion about which this Court already expressed skepticism. *Marriott I*, 440 F. Supp. 3d at 462 ("the value of consumer personal information is not derived solely (or even realistically) by its worth in some imagined market place").

[2] To get a per-record price for non-credit-card data, Prince simply took the curated bulk price and divided by the number of records. But he admitted this simple math did not necessarily calculate the value of each individual potential class member's data. (Ex. 22, Prince Dep., 269:7-270:22.)

of money *to Facebook and the companies Facebook gave it to*, it does not follow that the same information has independent economic value *to an individual user*." *Id.* (emphasis added).

Prince's model suffers from the same defect. Prince admits he cannot identify a single person who has ever sold their information in any forum at all. (Ex. 22, Prince Dep., 261:21-262:11; 321:6-22.) And plaintiffs themselves have never tried to do so. (*E.g.*, Ex. 30, O'Brien Dep., 250:3-9; Ex. 36, Maisto Dep., 316:17-20; Ex. 31, Viggiano Dep., 296:15-297:8.)

Prince vaguely refers to a website called "Tartle" as a venue on which individuals supposedly can sell their own data, although he does not know of any sales that have occurred there. (Ex. 22, Prince Dep., 247:16-249:4, 257:13-15, 261:21-262:11, 270:9-271:3; 321:6-22.) And he never bothered to determine how such a transaction would work or visit the relevant pages on Tartle's website. (*Id.* at 251:6-253:3.) If he had, he would have seen individual datasets including email or street addresses purportedly posting an average bid price of "2e-7," which is equal to two-millionths (presumably of either a penny or a dollar, it is not clear which). (*Id.* at 251:22-254:15.) Prince chose not to include this infinitesimal input in his calculations, as he did not find the site to be "a valuable comparison point." (*Id.* at 271:4-17.)

In addition, Prince's model for valuing non-credit-card personal information cannot be implemented classwide, but requires individual inquiry. Just as there is no single market price for plaintiffs' data, there is no single combination of plaintiff data to choose from. Prince's model assumes a market-price of $0.09 for non-credit card data based on a grouping of selected data fields: name, address, age, email address, phone number, and whether one has children. (Pl. Exs., Tab 6, Prince Rpt., ¶ 137.) But as Prince himself admits, there are "many, many combinations" of personal data (Ex. 22, Prince Dep., 222:8-223:16), and he would need to conduct an analysis of each combination to determine whether and to what extent those individualized combinations

have any market value.

Because Prince does not estimate the value of information *to plaintiffs*, and because his valuation method requires individual inquiry, his model fails.

b. Prince's credit-card valuation ignores individualized issues and is based solely on a blog post.

Prince opines that the market value of every plaintiff's credit-card number is $1.50. (Pl. Exs., Tab 6, Prince Rpt. ¶¶ 134, 137.) But Prince acknowledges that a stolen credit-card number's value will vary depending on whether the card has expired, how long ago it expired, whether it has a CVV number, or whether it is encrypted. (Ex. 22, Prince Dep., 282:10-285:12; 288:3-294:7; *see also* Ex. 2, Tucker Rpt., ¶ 56.) And he admits he failed to account for any of those factors. (Ex. 22, Prince Dep., 282:10-294:7.) More importantly, he is unable to explain how he *could* account for them without individually examining every one of the 5.6 million credit-card numbers stored on the NDS database. (*Id.* at 289:20-291:22.)

Prince's $1.50 valuation gets even worse once his source is considered. It comes from a blog post on a website called Comparitech, authored by a Paul Bischoff, who claims to be a "tech writer, privacy advocate and VPN expert." (Ex. 8, Bischoff, *How much are you worth on the dark web?*.) Prince accepts Bischoff's $1.50 valuation as gospel, even though he does not know who Bischoff is or what his credentials are and has never heard of Comparitech. In fact, neither Prince nor his team did a single thing to verify Bischoff's information or validate his valuation. (Ex. 22, Prince Dep., 299:3-304:8.)[3]

A federal court reviewing a damages "methodology" should not credit an assertion based

[3] Prince referred to Bischoff's $1.50 valuation as a "median," but failed to note that Bischoff himself interchangeably describes it as both a median and an average. (Ex. 8, Bischoff Blog; Ex. 22, Prince Dep., 307:18-309:20.) The difference can be consequential. (*See* Ex. 22, Prince Dep., 25:1-7.) But Prince shrugged it off. (*Id.* at 310:14 ("People make mistakes all the time.").)

on nothing more than repeating something somebody wrote on the internet. *See Lin v. KIA Motors Am., Inc.*, 2013 WL 12129608, at *5 (C.D. Cal. Jan. 22, 2013) ("reliance on internet blogs is not the type of information an expert would rely upon"); *see also Boehm v. Eli Lilly & Co.*, 747 F.3d 501, 507 (8th Cir. 2014) (blog was "inadequate[] support[]" for expert opinion); *Spangler Candy Co. v. Tootsie Roll Indus., LLC*, 372 F. Supp. 3d 588, 595-96 (N.D. Ohio 2019) (finding expert opinion to be "based upon unverified methodology and questionable sources" when it relied on "various blogs and articles he discovered through internet searches"); *Trademark Props., Inc. v. A & E TV Networks*, 2008 WL 4811461, at *2 (D.S.C. Oct. 28, 2008) (rejecting expert based on his "opinion on damages on an article in the New York Times and on information revealed by various Internet searches"); *Georges v. Dominion Payroll Services, LLC*, 2018 WL 2088751, at *5 (E.D. Va. May 4, 2018) (expert report unreliable where expert used blogs and law firm websites to purportedly establish standard of care).

At his deposition, Prince tried to minimize the import of the blog post's valuation to his analysis, saying it merely illustrates his "method," and is not an actual "damages number." (Ex. 22, Prince Dep., 300:16-302:7.) But Prince's "method" consists of nothing more than regurgitating a blog post's purported $1.50 figure. That is not expert analysis.

In the end, Prince insists that his actual calculations and inputs, as well as the yet-to-be-made modifications to his model to deal with all the individualized issues he has not accounted for, all will be revealed sometime in the future. (*See, e.g.*, Ex. 22, Prince Dep., 288:11-18.) The Court should reject this "certify now, worry later" approach. *See Kingsbury v. U.S. Greenfiber, LLC*, 2013 WL 12114077, at *4 (C.D. Cal. Nov. 5, 2013) ("Plaintiff has neither calculated these actual values, nor has he established that they can be calculated. It is his burden to provide a model capable of measuring restitution on a classwide basis, and he has not done so."). At class

certification, plaintiffs must "affirmatively demonstrate" that their model satisfies Rule 23's predominance requirement. *Comcast*, 569 U.S. at 35. Plaintiffs and their expert fail to show they can come up with a reliable market-price model that can be applied classwide.

In truth, there is no single market price for every potential class member's credit-card data. Rather, the price of any card number depends on individualized factors that Prince's model simply does not account for. Although Prince ignored this, even the blog post recognized that "[p]rices for stolen credit cards range widely from $0.11 to $986," depending on the presence or absence of "[a]dditional info including the cardholder's name, CVV, postal code, and expiration date, which all contribute to a stolen card's worth[.]" (Ex. 8, Bischoff Blog.) Starwood did not uniformly collect information like zip codes and expiration dates (and did not collect CVV codes at all). (ECF No. 598-1, PFI Rpt., 28, 30; Ex. 13 at 3.) Many cards in the NDS database had expired, some several years before, and nearly all the payment-card information was encrypted. (ECF No. 598-1, PFI Rpt., 6; Ex. 13 at 2.)

All these things would require individual analysis. Yet Prince accounts for none of it. His model does not support plaintiffs' request to certify a class.

C. Plaintiffs' Overpayment-Damages Model Does Not Present a Common Issue.

Plaintiffs' second classwide theory of injury is an alleged overpayment for hotel stays (or what plaintiffs sometimes call "benefit-of-the-bargain" damages). Prince's proposed method to measure these damages is not a mere "formulaic calculation" (Pl. Exs., Tab 6, Prince Rpt. ¶ 138), but would require an endless series of individualized, stay-by-stay analyses for every putative class member involving every market for every Starwood hotel worldwide.

Tellingly, Prince has not attempted to perform such a calculation—even for a single stay by a single plaintiff or potential class member—because he lacks the historical data he needs to do so and has no plans for where to find it. *See Kingsbury*, 2013 WL 12114077, at *4 (denying

class certification where "[p]laintiff has neither calculated these actual values, nor has he established that they *can* be calculated") (emphasis added).

1. Plaintiffs' model calls for individual analyses of every stay.

By Prince's own admission, his overpayment model would require him to conduct a separate market analysis not merely for each plaintiff and potential class member, but for every one of their stays in a Starwood hotel during a four-and-a-half-year "damages period," across 1,400 or more Starwood locations in multiple continents. (Ex. 22, Prince Dep., 17:13-20, 93:15-94:16, 95:19-98:16.)[4] Given the vast number of people in plaintiffs' proposed classes, some of whom individually had dozens or even hundreds of stays, this is a mammoth, individualized undertaking that defeats predominance. (*See id.* at 95:1-18, 98:4-16, 102:18-103:13; Ex. 40, Guzikowski Stay Spreadsheet; Ex. 41, Long Stay Spreadsheet.)

Prince does not deny the magnitude of individualized work his model would require:

> Q. Assuming you had stays in each of the four or five years of your damage period in Hyderabad [as an example], you would need to look at each of those time periods to see if the competitive market was the same or different as in other [time periods], right?
>
> A. I would look at what the competitive landscape looks at those different points of time.
>
> Q. And you would have to do that for all 1,200 to 1,400 Starwood locations that potentially are at issue here, right?
>
> A. Whatever the number that are at issue, I would do that.
>
> Q. All right. So far you've done four analyses, right, four market analyses?
>
> A. Four analyses for the overpayment analysis, yes.

[4] Prince's damages period of 2014-18 does not match plaintiffs' proposed classes, which encompass individuals who provided data as far back as 2002. (Pl. Exs., Tab 43, Van der Walt 30(b)(6) Dep. 183:12-14.)

(Ex. 22, Prince Dep., 102:18-103:13; *see also id.* at 98:4-16 (acknowledging that "market analyses would have to be done individually by you in order for you to complete your damages calculations for the potential class").[5]

The individualized inquiries involved in this exercise would be far-reaching and profound. In fact, Prince acknowledges that, for his model to work, he must accurately: (1) identify "the actual price paid" (2) by each "individual potential class member" (3) for each "specific stay" (4) at each of the 1,200-1,400 Starwood hotels, and then (5) define and analyze the market in which each of those hotels compete *at the time of each stay*, as well as (6) "get the observed, real-world price from the actual time of th[e] stay" for each competing hotel in every market, (7) while at the same time replicating the "booking window" (*i.e.*, the time between the booking of the hotel and the stay) for each stay, and finally (8) account for Marriott's dynamic pricing model. (*Id*. at 93:15-94:16, 96:3-98:16, 101:17-103:9, 172:19-173:17, 182:20-183:16, 185:1-13, 202:18-205:11, 206:14-210:22.)

Courts recognize that class certification should be denied when proposed "formulaic" damages models require highly individualized analysis, as opposed to rote calculation. *See Parker v. Asbestos Processing, LLC*, 2015 WL 127930, at *14-16 (D.S.C. Jan. 8, 2015) (individualized damages create "only minimal advantage gained from the resolution of the threshold common issues"). Courts routinely deny class certification on that basis, *see Wu v. MAMSI Life & Health Ins. Co.*, 269 F.R.D. 554, 563 (D. Md. 2010); *Adams*, 197 F.R.D. at 172; *Lienhart*, 255 F.3d at 149; *Daily v. Groupon, Inc.*, 2014 WL 4379232, at *9 (N.D. Ill. Aug. 27,

[5] Prince's competitive market analysis consisted of identifying a small handful of traits—whether each hotel presently has a restaurant, a gym, and free wi-fi. (Ex. 22, Prince Dep., 75:1-19; 77:18-78:2.) And he bungled even this meager task, incorrectly reporting that one hotel did not have a gym and that another lacked free wi-fi. (*Id.* at 161:7-162:18; 170:7-171:11.) These errors had a significant effect on Prince's results. (Ex. 2, Tucker Rpt., ¶¶ 98-99.)

2014), including in data-breach cases, *see McGlenn*, 2021 WL 165121, at *9-10; *S. Indep. Bank v. Fred's, Inc.*, 2019 WL 1179396, at *19-21 (M.D. Ala. Mar. 13, 2019). This Court should likewise deny certification here.

2. Plaintiffs have not shown that their model works.

Plaintiffs fail to present "evidentiary proof" that their overpayment-damages model does what they say it can do, which is to measure how much plaintiffs supposedly overpaid for Starwood hotel rooms during the relevant period of 2014-2018. *See Comcast*, 569 U.S. at 33; *see also In re Aluminum Warehousing Antitrust Litig.*, 336 F.R.D. 5, 49 (S.D.N.Y. 2020) ("the reliability of [expert's] chain of models may not be deferred or deflected to a trial on the merits"). Prince's "demonstration" does not measure these damages, because he relied solely on present-day Expedia searches. (Pl. Exs., Tab 6, Prince Rpt., ¶¶ 111, 119-20; Ex. 22, Prince Dep., 88:20-90:14; 165:8-166:16; 172:19-175:15.) Specifically, he picked four Starwood "focal" hotels, selected a set of allegedly competing hotels for each, and used present-day pricing and other market information to show how his model might work in theory. (Ex. 22, Prince Dep., 88:20-90:14; Pl. Exs., Tab 6, Prince Rpt. ¶ 111.)

Prince himself admits that if he was "ever asked to do an actual damages calculation," he would have to "get the observed, real-world price from the actual time of th[e] stay," both for the "Starwood where the stay occurred [and] all the competing hotels for that same date[.]" (Ex. 22, Prince Dep., 178:17-179:6; *see also id.* at 88:20-90:14, 93:15-94:16, 96:3-98:16, 101:17-103:9, 172:19-173:17, 182:20-183:16, 185:1-13, 202:18-205:11.). And Prince does not have—nor can he explain how he could ever find—the historical pricing and market data he needs for every potential class-member stay at more than a thousand hotels around the world. He testified:

> Q. [D]o you believe the Internet archive has static information relating to daily prices between 2014 and 2018 at all your competitive hotels?

A. Not necessarily. I simply indicated that would be one source I would look at.

Q. Okay. And is there any other source you can identify for me?

A. I would—I would anticipate looking at industry data sets that I likely would have to purchase, but I just want to investigate, you know, which ones and what they contain.

Q. And can you tell me which ones those are?

A. I don't have them off the top of my head. I'd want to go back and look.

(*Id.* at 210:16-211:10; *see also id.* at 205:1-206:13.)

Moreover, Prince acknowledged some Starwood rooms are sold to online travel agents, like Expedia, which in turn sell the rooms to consumers. (*Id.* at 190:1-191:20.) But Prince's model does not account for this—he proposes to use the price paid by the consumer to Expedia, even though Starwood may have sold the room to Expedia for significantly less. (*Id.* at 192:14-193:20.) Prince also is aware that on "some occasions" Expedia sells rooms for a package price along with airfare and rental cars; he has no idea how he would be able to unpack the actual price paid for the hotel room in such circumstances, testifying "that's something I can look into. But I haven't specifically investigated that." (*Id.* at 194:12-196:3.)

That is not good enough. Plaintiffs cannot skate through the certification gate simply by having their expert *say* he will perform an analysis to support their class theories, without adequately explaining *how* he will do so. *See Randolph v. J.M. Smucker Co.*, 303 F.R.D. 679, 697-98 (S.D. Fla. 2014) ("Other than the bald, unsupported assertion that this method will work, Plaintiff presents no hard-and-fast evidence that the premium is capable of measurement."); *In re Dial Complete Mktg. & Sales Pracs. Litig.*, 312 F.R.D. 36, 79 (D.N.H. 2015) ("Plaintiffs simply have not provided the court with sufficient details to permit a full assessment of whether

damages can be feasibly calculated on a classwide basis."); *In re ConAgra Foods, Inc.*, 302 F.R.D. 537, 577 (C.D. Cal. 2014) ("Although [the expert] describes the methods he would use to make the calculation … he does not report that he has actually employed them to identify the price premium he believes will provide the classwide measure of relief.").[6]

Prince also has no plan for modeling damages for stays at Starwood hotels outside the United States. Plaintiffs' overpayment theory of harm would require him to define and analyze the competitive markets for every Starwood property *worldwide*, in locations as far-flung as Hyderabad, Skopje, and countries throughout the continent of Africa, all places in which he has little or no experience. (*See* Ex. 22, Prince Dep., 99:2-101:16.)

On redirect examination, plaintiffs' counsel led Prince to testify that he has not "proposed market price damages for international stays," that "no one" has asked him to do so, and that he does not "purport to calculate market price damages for international hotel stays." (*Id.* at 336:9-337:10.) If true, this is a remarkable oversight. Plaintiffs' class definitions plainly include stays at all Starwood hotels, with no exclusion for hotels outside the United States. (Mot. 4-7.) More than 50% of Starwood hotels are overseas, and more than 40% of the bellwether plaintiffs' stays

[6] Prince made another glaring misstep in modeling the market share. Rather than identify actual hotels or count rooms in each given market, Prince assumes there are exactly 34 competitors (or what he calls, the "outside option") in *every* hotel market, be it Iowa City or Orlando. (Ex. 22, Prince Dep., 144:21-152:8.) Prince bases this bizarre assumption on an article that he, admittedly, failed to read "cover to cover." (*Id.* at 148:13-149:10.) But that article examined how consumers choose hotels in Las Vegas— and the authors expressly warned their "results *almost certainly are not generalisable to all hotels or all hotel markets, nor to market segments other than that represented in this study*." (Ex. 10, Peter Jones and Meng-Mei Chen, *Factors determining hotel selection: Online behaviour by leisure travellers*, Tourism and Hospitality Research, Vol. 11, No. 1, 2011, 87, 90-91 (emphasis added).) Calculating market share is a critical component of Prince's model. (Ex. 22, Prince Dep., 137:13-22; Ex. 2, Tucker Rpt., ¶¶ 76-90.) His adoption of an arbitrary, one-size-fits-all, plug-in number for every market in the world does not pass muster under Rule 23. *See Comcast*, 569 U.S. at 35 (holding not every "method of measurement [is] acceptable so long as it can be applied classwide, no matter how arbitrary the measurements may be").

during the class period were outside the United States. (*See* Marriott 2018 Annual Report, 6-7, *available at* https://marriott.gcs-web.com/static-files/8799734e-b9e0-4e53-b194-7bd24a381118; Exs. 40-54 (Stay Spreadsheets).) Either plaintiffs and Prince failed to account for these facts, a serious flaw in their model, or they plan to abandon a significant portion of their putative classes' alleged damages that they now find to be inconvenient. Either way, this is yet another disconnect between plaintiffs' damages model and their theory of liability.

Again, Prince's decision not to model even a single bellwether stay at a single hotel with actual information relating to the damages period is damning. Presumably, if he could have, he would have. The reason he resorted to using present-day Expedia data instead of the actual historical data that plaintiffs' theory of injury requires is obvious—he simply is unable to obtain the historical information he needs. Plaintiffs' request to certify their classes based on their claim for overpayment damages should be denied for this independent reason as well.

3. Plaintiffs' model fails to account for who paid.

The bellwether experience in this case shows that a significant number of Starwood guests traveled for business and were reimbursed by their employer or otherwise did not themselves pay for their room. (*See, e.g.*, Ex. 31, Viggiano Dep., 80:4-11 (acknowledging he was reimbursed for all his relevant stays); Ex. 26, Hevener Dep., 80:5-17 (testifying she was "normally reimbursed" for business travel); Ex. 38, Long Dep., 234:2-5 (admitting "the government paid for the government rate at the hotels I stayed at").)

Prince did not address this problem in his report, but suggested at deposition that any alleged overpayment damages should be awarded to the person or entity who actually paid rather than the hotel guest who was reimbursed. (Ex. 22, Prince Dep., 196:4-198:20; *see also id.* at 17:21-18:9; 94:1-11.) That is a big problem for plaintiffs because that person or entity is not a member of the proposed classes, all of which are limited to individuals who gave personal

information to Starwood in connection with a reservation. (Mot. 4-7.)

Determining on an individual basis who paid for each stay is no perfunctory or ministerial exercise. For example, plaintiff Wallace prepared a spreadsheet listing six stays comprising what he claimed to be his relevant stays for this case. (Ex. 47, Wallace Stay Spreadsheet.) He testified that he spent several hours culling these stays from a document his counsel provided him listing stays by individuals with his name. (Ex. 39, Wallace Dep., 38:2-39:9.) But at his deposition, Wallace produced a revised spreadsheet adding 22 stays he had previously struck because, he thought, they had been made by a different Bryan Wallace. (*Id*. at 42:4-43:17.) His attorneys had to inform him those were his stays as well. (*Id*. at 44:13-45:8.)

Things only got more complicated from there. Wallace admitted he had been reimbursed for all but two of the 28 stays on his newly revised spreadsheet. (Ex. 47, Wallace Stay Spreadsheet.) And the two unreimbursed stays were at Marriott (not Starwood) properties *before* Marriott acquired Starwood, and thus any information he provided in connection with those stays was not subject to the cyberattack. (Ex. 39, Wallace Dep., at 198:16-199:1.) Even so, Wallace still claims he is entitled to reimbursement for those stays and intends to seek damages from Marriott for them. (*Id.*) Marriott, of course, will be entitled to challenge those claims. All this serves to illustrate that, unavoidably, the process of identifying which stays putative class members were reimbursed for, or never paid for in the first place, is an individualized one.

Prince's model does not make room for any of these facts. The hotel business is not like selling the proverbial "widget"; it has unique features that differentiate it from other industries and products. These include not only more than a thousand distinct markets across the globe, but also dynamic pricing, the presence of online travel agents and other intermediaries, multiple tiers with dozens of competitive features and amenities, and the prevalence of business travelers with

expense accounts—all of which in this case must be considered over a period of many years. These complexities create challenges that Prince has failed to address—or explain how he *could* address—and further give rise to a plethora of individualized issues he has largely ignored.

4. Plaintiffs' flawed survey undermines their overpayment model.

Prince's model does not work for another, independent reason: it depends entirely on a survey conducted by plaintiffs' other damages expert, Sarah Butler. Butler claims that by measuring survey respondents' present-day reaction to a hypothetical disclosure that Marriott (and Marriott alone) "may NOT have adequate security measures," she can calculate how much less consumers would be willing to pay. (Pl. Exs., Tab 5, Butler Rpt., ¶ 65 (emphasis in survey).)

Courts routinely reject surveys that do not approximate "the actual marketplace conditions faced by [] buyers[.]" *Hain BluePrint, Inc. v. Blueprint Coffee, LLC*, 2018 WL 6246984, at *4 (E.D. Mo. Nov. 29, 2018). This is especially true where, as here the survey suffers from "focalism bias," meaning that "respondents pay more attention to a product attribute or feature in the choice exercises than they ordinarily would in the actual purchase process, … rendering [the survey] useless for the purpose of determining price premiums …." *Townsend v. Monster Bev. Corp.*, 303 F. Supp. 3d 1010, 1049 (C.D. Cal. 2018).

Like these surveys, Butler's survey bears no relationship to how consumers actually make decisions in the marketplace. (Ex. 3, Toubia Rpt., ¶¶ 38-40.) As Butler admits, her made-up disclosure forced respondents to "slow down" and focus on hotel data-security disclosures in a way they would not in the real world. (Ex. 23, Butler Dep., 117:2-119:21; 133:14-135:9; Ex. 3, Toubia Rpt., ¶¶ 38-43.) And to guarantee the results plaintiffs were seeking, she ignores that most other major hotel brands have suffered data breaches of their own so that respondents would think that Marriott alone had inadequate data-security measures. (Ex. 3, Toubia Rpt., ¶¶ 60-62.) By both drawing respondents' attention to and emphasizing something that consumers

would likely never encounter in a real hotel transaction (*see* Ex. 23, Butler Dep., 133:14-34:3), Butler's survey is unreliable cannot serve as the basis for plaintiffs' overpayment theory of harm.[7] *Apple, Inc. v. Samsung Electronics Co., Ltd.*, 2014 WL 976898, at *16 (N.D. Cal. Mar. 6, 2014) (Koh, J.) ("extra attention given to [certain] features" due to improper survey design "likely inflated the[] price premiums" attributable to those features).

D. The Lack of Classwide Injury Precludes Certification under Article III.

As a matter of both Rule 23 and Article III, "[e]very class member must have Article III standing in order to recover for individual damages." *TransUnion LLC v. Ramirez*, 141 S. Ct. 2190, 2208 (2021). And as the Supreme Court emphasized, "standing is not dispensed in gross; rather plaintiffs must demonstrate standing for each claim that they press and each form of relief that they seek …." *Id*. "Article III does not give federal courts the power to order relief to any uninjured plaintiff, class action or not." *Id*. (quotation omitted).

It is plaintiffs' burden to show "that they can prove, through common evidence, that all class members were in fact injured …." *In re Rail Freight*, 725 F.3d at 252. If more than a "very small" number of class members "in fact suffered no injury," the "need to identify those individuals will predominate …." *In re Asacol Antitrust Litig.*, 907 F.3d 42, 53 (1st Cir. 2018); *see also, e.g.*, *Johannessohn*, 2021 WL 3700153, at *3 ("A class must therefore be defined in such a way that anyone within it would have standing.") (quotation omitted); *Branch v. Gov't Emps. Ins. Co.*, 323 F.R.D. 539, 551 (E.D. Va. 2018) (denying certification where "absent class members have not suffered an injury that would satisfy Article III's standing requirements").

[7] Butler also conducted her conjoint in 2021 during the midst of a pandemic that upended the hotel industry. (Ex. 39, Butler Dep., 64:13-17; 92:11-93:10.) And she took no measures to account for the skewing effect this most certainly had on her results. (*Id*. at 81:1-82:7 (acknowledging she cannot "miraculously go back in time" to confirm whether consumers' privacy preferences had changed from 2014 to 2021); *see also id.* at 69:3-12; 191:22-192:16.)

Plaintiffs seek certification of the broadest possible classes: they include every person who provided Starwood any data that was exfiltrated in the cyberattack. These broad classes include substantial numbers of individuals who have no injury across each of plaintiffs' theories of injury, which bars certification of their classes under Rule 23 and Article III.

Actual identity fraud and associated mitigation or out-of-pocket losses. Plaintiffs concede that "identify fraud, time spent responding to the breach, and other out-of-pocket losses" are "individualized damages." (Mot. 3.) That concession was unavoidable given that whether identity fraud or mitigation have occurred, or whether they can be tied to the Starwood incident, can only be determined on a case-by-case basis. Accordingly, these purported injuries cannot support classwide standing.

Increased risk of identity theft. Plaintiffs do not try to seek class treatment for an increased risk of identity theft, and for good reason. *TransUnion* forecloses that theory for money-damages claims. The Court rejected the "plaintiffs' argument for standing for their damages claims based on an asserted risk of future harm" because "the mere risk of future harm, standing alone, cannot qualify as a concrete harm—at least unless the exposure to the risk of future harm itself causes a *separate* concrete harm." 141 S. Ct. at 2210-11. So too here.

Inherent value. Plaintiffs' classes encompass individuals for whom there would be no diminished value of the information at issue. As discussed above, personal information does not lose value simply because it is available from another source due to a data breach. Moreover, it is clear that many pieces of data do not have any inherent value whatsoever. Consider the example of an individual who only gave Starwood a name. There is no inherent value associated with a mere name, which is a piece of information individuals share freely and is therefore widely available (*See generally* Ex. 2, Tucker Rpt., ¶¶ 19-22; *see also, e.g.*, Ex. 27, Amarena Dep.,

108:12-16 (admitting she has "probably given [her] name to hundreds, if not thousands of people since 1991"); Ex. 38, Long Dep., 158:13-17 (agreeing her name was "publicly available"); Ex. 32, Bittner Dep., 236:20-237:3 (same); Ex. 34, Maldini Dep., 17:1-3 (similar).)

Overpayment. Individuals who did not pay for their hotel stays did not have any overpayment injury. Multiple plaintiffs traveled frequently for work and were reimbursed by their employers. (*E.g.*, Ex. 41, Long Stay Spreadsheet; Ex. 48, Cullen Stay Spreadsheet.) Other bellwether plaintiffs made reservations for other guests in their own name or charged stays for others on their credit cards. (*E.g.*, Ex. 31, Viggiano Dep., 111:10-112:19; Ex. 35, Cullen Dep., 275:11-276:19.) Courts have recognized that the presence in the class of individuals who were reimbursed for or passed on any overpayment preclude class treatment of that theory. *Beaty v. Ford Motor Co.*, 2021 WL 3109661, at *13 (W.D. Wash. July 22, 2021) (denying certification where plaintiffs simply "would have passed on any overpayment"); *Weidenhamer v. Expedia, Inc.*, 2015 WL 7157282, at *10, 14 (W.D. Wash. Nov. 13, 2015) (no predominance where "putative class members [ ] were reimbursed by their employer or had someone else pay their baggage fees"); *Minkler v. Kramer Lab'ys, Inc.*, 2013 WL 3185552, at *3 (C.D. Cal. Mar. 1, 2013) (where some members of class "have already received refunds from Defendants …. [S]uch members have no injury and no standing[.]").

Because there are numerous uninjured class members across each of plaintiffs' theories of liability, class treatment is inappropriate.[8]

[8] Nominal damages are insufficient to establish an injury-in-fact. *See Khan v. Children's Nat'l Health Sys.*, 188 F. Supp. 3d 524, 534 (D. Md. 2016) (citing *Hollingsworth v. Perry*, 570 U.S. 693, 715 (2013) for proposition that state causes of action cannot "manufacture Article III standing for a litigant who has not suffered a concrete injury"); *O'Rourke v. Dominion Voting Sys. Inc.*, 2021 WL 1662742, at *13 (D. Colo. Apr. 28, 2021) ("plea for nominal damages only satisfies the *redressability* element of standing, not the requirement for pleading particularized injury"); *Mohandie v. Varga*, 2021 WL 1676251, at *4 (N.D. Ill. Apr. 28, 2021) (same).

III. PLAINTIFFS' TRIFURCATION PROPOSAL IS NOT SUPERIOR OR MANAGEABLE.

Citing the Exxon Valdez litigation, which lasted 26 years, plaintiffs ask to trifurcate this case. (Trial Plan 14; Mot. 44.) As envisioned by plaintiffs, the proceedings would begin with a trial on what plaintiffs deem to be common liability questions, followed by a second phase for plaintiffs' purported theories of common damages. And then there would be a potentially endless series of "individual damages hearings … where Marriott can present individualized defenses or challenges or utilize other management tools." (*Id*.)

What plaintiffs mean by "other management tools" is not clear, but what the Constitution and Rules Enabling Act require are full jury trials on causation, injury, and damages. A "class cannot be certified on the premise that [the defendant] will not be entitled to litigate its … defenses to individual claims." *Wal-Mart*, 564 U.S. at 367; *see also Carrera v. Bayer Corp.*, 727 F.3d 300, 307 (3d Cir. 2013) ("A defendant in a class action has a due process right to raise individual challenges and defenses to claims, and a class action cannot be certified in a way that eviscerates this right or masks individual issues."); *In re Asacol*, 907 F.3d at 53 (similar); *Basco v. Wal-Mart Stores, Inc.*, 216 F. Supp. 2d 592, 604 (E.D. La. 2002) (similar).

Plaintiffs' proposal would hardly yield the efficiency gains class-action litigation is supposed to offer. In *Windham*, the Fourth Circuit upheld the denial of class certification where the plaintiffs' proposed plan would result in "an overwhelming deluge of mini-trials, in which the potential claimants would be entitled to a jury trial, and which would engage the time and attention of the court for years to come." 565 F.2d at 67. The court concluded that the "staggering problems of logistics thus created make the damage aspect of the case predominate, and render the case unmanageable as a class action." *Id.* at 68 (internal citations omitted); *see also Lienhart*, 255 F.3d at 149 (vacating certification based on possibility of "equivalent of a full-blown trial on damages causation for each putative class member would be required").

The logistical problems that led the Fourth Circuit to reject class certification in *Windham* pale in comparison to the management nightmare plaintiffs propose here. *Windham* involved 20,000 potential class members, 565 F.2d at 66, while the putative classes in this case potentially number in the tens of millions of individuals in the bellwether states alone. (*See* Pl. Exs., Tab 43, Van der Walt 30(b)(6) Dep., 176:13-20; Ex. 12, Marriott Ltr. to Regulators (May 7, 2019), 2-4.) *See also Gresser v. Wells Fargo Bank*, 2014 WL 1320092, at *9 (D. Md. Mar. 31, 2014) ("individualized inquiries required to resolve all 800 class members' claims in this case would render a class action unmanageable").

Even the "common" damages phase outlined by plaintiffs will be unfeasible, given the way that they and their expert have modeled their theory of overpayment damages. By his own admission, Prince will have to perform the literally thousands of full market studies and millions of individual calculations that his model requires. These are not turnkey calculations, nor will they be done in theory in a classroom. They will be litigated and tried, with a court and jury ruling on his purported analysis of every stay of every potential class member. Plaintiffs offer no timeline for getting this done.

Then, after all that is finished, every each member of these vast putative classes could come forward to claim the "individualized damages related to identity fraud, time spent responding to the breach, and other out of pocket losses." (Trial Plan 14.) If the bellwether experience has shown anything, it is that resolution of these claims is not as simple as filling out a form or submitting a receipt. Indeed, all those claims will require discovery, including from third parties such as merchants and financial institutions. And if any party so desires, all such issues must be resolved by a jury.

The unavoidable reality is that plaintiffs' individual damages proceedings would

consume this Court's docket—and potentially the dockets of transferor courts—well into the future. Such a class action is not manageable and should not be certified. *See S. Indep. Bank*, 2019 WL 1179396, at *21 (denying certification of data-breach class; "The difficulties in managing such a class would be highly impractical, if not impossible."); *Dolmage*, 2017 WL 1754772, at *9 (same; "Certifying a class under these circumstances … would be entirely unmanageable."); *see also Adams*, 197 F.R.D. at 172 ("The individual damage determinations that must be made would make this suit highly difficult to manage as a class action.").

IV. PLAINTIFFS' NON-COMPENSATORY DAMAGES CLAIMS CANNOT RESCUE THEIR CERTIFICATION MOTION.

Plaintiffs cannot avoid the injury and damages issues by relying on their requests for nominal or statutory damages.

A. Plaintiffs' Nominal-Damages Claim Fails.

Plaintiffs' reliance on nominal damages fails for the basic reason that they did not seek nominal damages in their Complaint, aside from a fleeting reference in the Florida subclass's Deceptive and Unfair Trade Practices Act claim, which is not at issue here. (SAC ¶ 554.) *See Foodbuy, LLC v. Gregory Pack. Inc.*, 987 F.3d 102, 116 (4th Cir. 2021) (declining to consider nominal damages as basis for standing because plaintiff "never asserted it was entitled to nominal damages in its complaint"); *Hawse v. Page*, 7 F.4th 685, 691 n.8 (8th Cir. 2021) (similar); *Fox v. Trustees of State Univ. of N.Y.*, 42 F.3d 135, 141-42 (2d Cir. 1994) (similar). Although the Complaint requests that "the Court grant all such other relief as it deems just and proper" (SAC ¶ 335), "that language does not preserve a nominal damages claim" where, as here, there is "absolutely no specific mention in the Complaint of nominal damages" for the claims at issue. *Foodbuy*, 987 F.3d at 116 (citation omitted); *Hawse*, 7 F.4th at 691 n.8 (similar).

Nor can nominal damages alone solve plaintiffs' predominance problems. *See Brazil v.*

Dole Packaged Foods, LLC, 2014 WL 5794873, at *14 (N.D. Cal. Nov. 6, 2014) ("no authority to suggest that a damages class should remain certified solely because nominal damages may be available"); *Ang v. Bimbo Bakeries USA, Inc.*, 2018 WL 4181896, at *16–17 (N.D. Cal. Aug. 31, 2018) (similar); *NBL Flooring, Inc. v. Trumbull Ins. Co.*, 2014 WL 615967, at *6 (E.D. Pa. Feb. 12, 2014) (similar). Plaintiffs' attempt to proceed under a nominal-damages theory alone would also raise problems with the typicality and adequacy requirements of Rule 23(a)(4) because res judicata may preclude class members from seeking broader relief in the future. *See Gardner v. Equifax Info. Svs., LLC*, 2007 WL 2261688, at *5 (D. Minn. 2007) (finding plaintiffs to be inadequate where they sought "to place a burden on members of the potential class to opt-out if they wish to retain their legal claim for actual damages").

Finally, a number of plaintiffs' claims do not permit recovery of nominal damages without proof of injury. "Nominal damages are not recoverable in cases in which damages are an element of the cause of action and the plaintiff has failed to prove those damages." 22 Am. Jur. 2d *Damages* § 16 (2021). This is true in each state—Georgia, Florida, and Connecticut—for which plaintiffs seek to certify negligence claims. *See Kaczynski v. J. Videira's Paving, LLC*, 2008 WL 344655, at *4 (Conn. Super. Ct. Jan. 23, 2008);[9] *Hoffman v. Ins. Co. of N. Am.*, 241 Ga. 328, 329-30 (1978); *Grand v. Hope*, 617 S.E.2d 593, 598 (Ga. App. 2005);[10] *Peroti v. Williams*, 267 A.2d 114, 119 (Md. App. 1970); *Welsh v. Metro. Dade Cty.*, 366 So. 2d 518, 521 (Fla. Dist. Ct. App. 1979); *Saunders v. Lischkoff*, 188 So. 815, 818 (Fla. 1939); *Imperial Majesty*

[9] Plaintiffs cite *Hall v. Bergman*, 994 A.2d 666, 675 n.10 (Conn. 2010), but that case reiterates a prior Connecticut Supreme Court decision finding nominal damages were not available to a party who "had failed to prove that [defendant's] negligence had caused him any injury." *Id.*

[10] Although plaintiffs argue Ga. Code § 51-12-4 authorizes nominal damages where "injury is small" (Mot. 35), this does not change the fact that nominal damages are not available where there is no injury at all—or, in a putative class action, where the fact of any such injury is an individualized issue that cannot be resolved on a common basis.

Cruise Line, LLC v. Weitnauer Duty Free, Inc., 987 So. 2d 706, 708 (Fla. Dist. Ct. App. 2008).[11]

Nominal damages are also unavailable under the consumer-protection statutes plaintiffs invoke here. *See Citcon USA, LLC v. RiverPay, Inc.*, 2020 WL 5365980, at *3 (N.D. Cal. Sept. 8, 2020); *Lloyd v. Gen. Motors Corp.*, 916 A.2d 257, 277 (2007); *Frazier v. Castle Ford, Ltd.*, 27 A.3d 583, 589 (2011), *rev'd on other grounds*, 59 A.3d 1016 (2013); *City of N.Y. v. Smokes-Spirits.com, Inc.*, 911 N.E.2d 834, 839 (N.Y. 2009); *Mayhall v. A.H. Pond Co.*, 129 Mich. App. 178, 183 (1983); Mich. Comp. Laws Ann. § 445.911(4). And Michigan's Identity Theft statute does not provide for private damages at all, allowing for penalties to be imposed only by the state. *See* Mich. Comp. Laws Ann. § 445.72(13) ("The attorney general or a prosecuting attorney may bring an action to recover a civil fine under this section.").[12]

B. GBL § 349 Does Not Award Automatic Damages.

Plaintiffs argue, incorrectly, that they are automatically entitled to damages under New York's consumer fraud statute. In fact, the statute provides that "any person *who has been injured* by reason of any violation of this section may bring … an action to recover his actual damages or fifty dollars, whichever is greater[.]" N.Y. Gen. Bus. Law § 349(h) (emphasis added). So "[p]roof of injury is essential to plaintiffs' General Business Law claims." *Small v. Lorillard Tobacco Co.*, 252 A.D.2d 1, 7 (Sup. Ct. App. Div. 1998), *aff'd*, 720 N.E.2d 892 (N.Y. 1999); *see also Marshall v. Hyundai Motor Am.*, 334 F.R.D. 36, 57 (S.D.N.Y. 2019) ("'Actual injury' is an element of any claim asserted under GBL § 349.") (citation omitted).

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[11] Plaintiffs cite two 70-year-old Florida cases regarding nominal damages, but the plaintiff in both cases established actual injury. *See Fossler v. Blair*, 90 F. Supp. 577, 577 (S.D. Fla. 1950) (plaintiff suffered "bruises and shock"); *Atl. Co. v. Orendorff*, 22 So. 2d 260, 263 (Fla. 1945) (plaintiff received contaminated beer from defendant).

[12] Of course, no legitimate interest is served by certifying a class based solely on claims for nominal damages. The only ones who would materially benefit would be the lawyers for the class (who would be unlikely to seek only "nominal" fees), and not the class itself.

Accordingly, causation and damages under GBL § 349 must be proven independently. And because plaintiffs' theories of damages and causation are individualized for the reasons explained above, so too is their claim for damages under the GBL. Nor can alleged deception supply the injury. *Small*, 252 A.D.2d at 7 ("Neither the case law nor the statutory language supports plaintiffs' argument that the deception *is* the injury.").

Plaintiffs' cases do not alter this conclusion. None addressed individualized issues going to whether an injury was suffered, *i.e.*, the fact of damage. Whether the fact of injury was shown classwide was not at issue in *Sykes v. Mel S. Harris & Associates LLC*, 780 F.3d 70, 87 (2d Cir. 2015), and *Madden v. Midland Funding, LLC*, 237 F. Supp. 3d 130, 161 (S.D.N.Y. 2017). And in *Jermyn v. Best Buy Stores, L.P.*, 256 F.R.D. 418 (S.D.N.Y. 2009), every class member suffered an injury—they were all denied a lower price as promised by a Best Buy guarantee. *See id.* at 423 (class limited to people who "provided verification of the lower price to Best Buy and were denied the benefit of Best Buy's price match guarantee").

V. INDIVIDUAL ISSUES PREDOMINATE ON OTHER ELEMENTS OF PLAINTIFFS' CLAIMS.

A. The Putative Class Members' Differing Contractual Relationships with Starwood Prevent Certification.

1. The bellwether plaintiffs expressly waived their right to sue on behalf of a class.

Each of the bellwether plaintiffs was a Starwood Preferred Guest (SPG) member.[13] Plaintiffs attach an example of the contract applicable to SPG members at Tab 50. Section 13.21

[13] *See* Ex. 36, Maisto Dep., 198:4-12; Ex. 49, Cullen Dep., 56:1-21; Ex. 34, Maldini Dep., 54:17-20; Ex. 50, Marks Dep., 34:9-13; Ex. 51, Guzikowski Dep., 90:9-17; Ex. 30, O'Brien Dep., 225:17-19, 319:16-20; Ex. 52, Fishon Dep., 155:12-18; Ex. 29, Lawrence Dep., 244:18-20; Ex. 42, Long Dep., 28:16-22; Ex. 41, Gononian Dep., 86:18-87:1; Ex. 31, Viggiano Dep., 108:19-22; Ex. 59, Hevener Dep., 114:1-3; Ex. 43, Wallace Dep., 85:8-10, 108:13-17; Ex. 32, Bittner Dep., 43:15-18; Ex. 60, Amarena Dep., 167:21-168:1

of this document states: "Any disputes arising out of or related to the SPG Program or these SPG Program Terms will be handled individually without any class action[.]" (Pl. Exs., Tab 50, SPG Terms & Conditions § 13.21, 20.) The contract also provides that each plaintiff acknowledged he or she "read, understood and accepted the **Website Terms of Use** which are incorporated by reference." (*Id.* at 1.) And the Website Terms of Use also provide that "all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the Site, shall be resolved individually, without resort to any form of class action." (Ex. 7, Website Terms of Use, MI_MDL_01753128.)

Class-action waivers, like the one here, are enforceable. *See Am. Express Co. v. Italian Colors Rest.*, 570 U.S. 228, 233-39 (2013) (enforcing waiver in arbitration agreement); *see also Lindsay v. Carnival Corp.*, 2021 WL 2682566, at *4 (W.D. Wash. June 30, 2021) ("plaintiffs may contractually agree to forgo their procedural right to bring a class action and, if that agreement is otherwise valid, courts may enforce the waiver without considering the typical inquiries involved in a Rule 23 analysis"); *Archer v. Carnival Corp. & PLC*, 2020 WL 6260003, at *8 (C.D. Cal. Oct. 20, 2020) (denying class certification based on class waiver); *Korea Wk., Inc. v. Got Cap., LLC*, 2016 WL 3049490, at *11 (E.D. Pa. May 27, 2016) ("the Supreme Court's decision in *American Express* [] supports our conclusion class action waivers outside of arbitration are enforceable"); *In re May*, 595 B.R. 894, 903 (Bankr. E.D. Ark. 2019) ("this court must respect the parties' valid and voluntary agreement to waive class actions").

Both the SPG Program Terms and the Website Terms of Use dictate that New York law applies. (*See* Ex. 7, Website Terms of Use, MI_MDL_01753128; Pl. Exs., Tab 50, SPG Terms & Conditions § 13.21, 20.) And under New York law, "a contractual proscription against class actions is neither unconscionable nor violative of public policy." *Horton v. Dow Jones & Co.,*

Inc., 804 F. App'x 81, 84 (2d Cir. 2020) (quoting *Tsadilas v. Providian Nat. Bank*, 786 N.Y.S.2d 478, 480 (1st Dep't 2004)); *see also U1IT4Less, Inc. v. FedEx Corp.*, 2015 WL 3916247, at *5 (S.D.N.Y. June 25, 2015) (upholding class-action waiver under New York law).[14]

Moreover, plaintiffs are suing Marriott for breach of contract based on "Starwood's standardized contract terms, which provided that Defendants would abide by a corresponding privacy statement." (*See* Mot. 27.) As a matter of equitable estopopel, plaintiffs cannot "have their cake and eat it too—in other words, to 'rely on the contract when it works' to their advantage, while 'repudiating it' when it works to their disadvantage." *In re Titanium Dioxide Antitrust Litig.*, 962 F. Supp. 2d 840, 852 (D. Md. 2013) (internal quotation omitted); *see also Kirkwood v. Fin. W. Inv. Grp., Inc.*, 2019 WL 4879327, at *3 (D. Md. Oct. 3, 2019), *aff'd*, 814 F. App'x 785 (4th Cir. 2020) ("equitable estoppel recognizes that 'it is unfair for a party to rely on a contract when it works to its advantage, and repudiate it when it works to its disadvantage'") (quoting *Am. Bankers Ins. Grp., Inc. v. Long*, 453 F.3d 623, 627 (4th Cir. 2006)); *Int'l Paper Co. v. Schwabedissen Maschinen & Anlagen GMBH*, 206 F.3d 411, 417-18 (4th Cir. 2000) ("Equitable estoppel precludes a party from asserting rights he otherwise would have had against another when his own conduct renders assertion of those rights contrary to equity.") (quotation omitted); *Stiner v. Brookdale Senior Living, Inc.*, 810 F. App'x 531, 534 (9th Cir. 2020) (plaintiff was "estopped from disclaiming the arbitration clause in asserting UCL, CLRA, and elder financial abuse claims because those claims [were] founded on" parties' contract).

[14] Plaintiffs may argue the law is different in California, where three of them reside. *See Meyer v. Kalanick*, 185 F. Supp. 3d 448, 455 (S.D.N.Y. 2016) (applying California law to hold class action waiver was unconscionable outside of arbitration). But this only cuts against plaintiffs predominance and manageability because it means that eventually 50 separate choice-of-law and unconscionability analyses will need to be performed. Plaintiffs have not even undertaken this project for their seven bellwether states.

The Court should deny class certification because the bellwether plaintiffs agreed they would not pursue a class action when they signed up to be SPG members.

2. Individual issues in the putative class's contractual relationships with Starwood predominate.

Plaintiffs would fare no better if one or more of them were not bound by the class waiver. Any bellwether plaintiffs *not* bound by the class waiver provisions would be atypical and inadequate representatives of the many putative class members who *are* bound—including SPG members and those who made reservations on Starwood's website. *See Spotswood v. Hertz Corp.*, 2019 WL 498822, at *11 (D. Md. Feb. 7, 2019) (finding plaintiff "cannot meet the typicality requirement because he did not sign an arbitration agreement while other putative class members did"); *Tan v. Grubhub, Inc.*, 2016 WL 4721439, at *3 (N.D. Cal. July 19, 2016) (where plaintiff opted out of agreement, he was "not typical of the putative class members nor can he adequately represent the interests of those members, who are potentially bound by the arbitration and class action waiver provisions").

Moreover, plaintiffs ignore the differences in putative class members' contractual relationships with Starwood. The contracts have a variety of terms relevant to a lawsuit brought by an individual who is bound by them. The Website Terms of Use, for instance, limits Starwood's liability for damages resulting from the theft of information from Starwood:

> YOU AGREE THAT NEITHER STARWOOD NOR ANY OTHER PROVIDERS OF PRODUCTS OR SERVICES RELATED TO THIS SITE ARE RESPONSIBLE OR LIABLE IN ANY WAY FOR … INTERCEPTION OR USE OF CREDIT CARD INFORMATION OR OTHER PERSONALLY IDENTIFIABLE INFORMATION, RELATED TO OR RESULTING FROM USE OF THE SITE OR ANY SITES LINKED OR ASSOCIATED WITH THIS SITE.

(Ex. 7, Website Terms of Use, MI_MDL_01753124.) This contract also includes a one-year limitations period. (*Id.* at MI_MDL_01753128.)

Not all putative class members are necessarily bound by these contracts. The NDS database includes information related to all Starwood reservations—not just those made by SPG members or persons who used Starwood's website. (ECF No. 598-1, PFI Report, 59.) And while plaintiffs' proposed contract classes are limited to SPG members, plaintiffs' negligence and consumer-protection classes are not.

To determine what contract (if any) governs a given stay, the parties would need to litigate the circumstances of each reservation for each putative class member to determine how the reservation was made. If a person reserved a room using Starwood's website, then the terms govern. If the person did so through a travel agent, then they would not, unless that person was an SPG member. And SPG members do not always use their SPG numbers when booking and sometimes share their numbers with others, so sorting that issue out is not straightforward. (*E.g.*, Ex. 38, Long Dep., 37:19-22 (plaintiff used his SPG number to make reservations for his wife).)

For example, a folio listed plaintiff Robert Guzikowski's name and SPG number but included an unfamiliar address he never used. (Ex. 28, Guzikowski Dep., 50:3-51:7.) Guzikowski had five SPG numbers that *might* relate to him, but could not recall which if any of them did. (*Id.* at 92:13-93:14.) There is similar ambiguity about which SPG numbers relate to Roger Cullen, who used his number to book stays for his brother and wife. (Ex. 35, Cullen Dep., 274:20-277:22.) Thus, even the litigation surrounding plaintiffs' breach of contract classes will devolve into minitrials to sort out reservations made by actual SPG members.

Moreover, the SPG Program Terms and the Website Terms of Use went through several iterations since 2002, when the data in the NDS database begins. (Pl. Exs., Tab 43, Van der Walt 30(b)(6) Dep., 183:12-14.) Plaintiffs do not address whether the contracts differ or how the Court might apply the varied documents without a "class-member-by-class-member and contract-by-

contract inquiry." *See Spotswood*, 2019 WL 498822, at *13 (denying certification on this basis).

Whether and to what extent any putative class member is bound by the contracts also affects the elements of plaintiffs' noncontractual claims. Under Florida law, "[w]here damages sought in tort are the same as those for breach of contract a plaintiff may not circumvent the contractual relationship by bringing an action in tort." *Peebles v. Puig*, 223 So. 3d 1065, 1069 (Fla. Dist. Ct. App. 2017) (quotation omitted). Plaintiffs' New York GBL § 349 claim is subject to a similar limitation. *See Perks v. TD Bank, N.A.*, 444 F. Supp. 3d 635, 642 (S.D.N.Y. 2020) (dismissing GBL § 349 claim premised on breach of contract).

The district court in *Fero v. Excellus Health Plan, Inc.*, 502 F. Supp. 3d 724, 733-34 (W.D.N.Y. 2020), considered similarly expansive classes—individuals who were insured from 2003 through 2015—proposed following a data breach. As here, much of the plaintiffs' case was premised on a privacy statement. But to determine whether this contract applied to any given class member, "there would need to be an inquiry into whether a given class member received a paper copy of the [statement] or a link thereto, and, if he or she received a link, what language that link used." *Id.* at 742-43. This also prevented common issues from predominating for plaintiffs' negligence claims because "the scope of any permissible negligence claim will turn on the terms of any contract between the putative class members and Excellus." *Id.* at 743.

B. Plaintiffs Ignore the New York Statutes of Limitations.

New York (whose law, as noted above, governs the contract at issue) has statutes of limitations of six years for breach of contract and three years for consumer fraud. *See Dreni v. PrinterOn Am. Corp.*, 486 F. Supp. 3d 712, 726 (S.D.N.Y. 2020) (breach of contract); *Gaidon v. Guardian Life Ins. Co. of Am.*, 750 N.E.2d 1078, 1082 (N.Y. 2001) (GBL § 349). Neither is tolled by a discovery rule. *ACE Sec. Corp. v. DB Structured Prod., Inc.*, 36 N.E.3d 623, 628 (N.Y. 2015) ("New York does not apply the 'discovery' rule to statutes of limitations in contract

actions") (quotations omitted); *Marshall v. Hyundai Motor Am.*, 51 F. Supp. 3d 451, 461 (S.D.N.Y. 2014) ("Accrual of a § 349 claim is not dependent upon any date when discovery of the alleged deceptive practice is said to occur.") (quotation omitted).

Thus, as the *Fero* court held in denying certification in a data-breach case, the plaintiffs' GBL § 349 and breach-of-contract claims accrued "as soon as Excellus placed their personal information into its inadequately protected network." 502 F. Supp. 3d at 736. The court held this introduced individualized questions of when plaintiffs and class members made their reservations, and that the plaintiffs, "who bear the burden on the instant class certification motion, have not proffered any methodology, reliable or otherwise, for determining how many class members' claims are time-barred." *Id.* at 738.

Plaintiffs' proposed breach-of-contract and consumer-protection classes embrace Starwood reservations going back to 2002 (Pl. Exs., Tab 43, Van der Walt 30(b)(6) Dep., 183:12-14)—and thus include many individuals whose stays are outside New York's statute of limitations. Plaintiffs have failed to address how they can deal with this problem on a classwide basis. As in *Fero*, plaintiffs' motion for certification of their New York breach-of-contract and consumer-protection claims should be denied on this basis as well.

C. Causation of Consumer Fraud Cannot Be Proven Classwide.

Plaintiffs proffer four statutory classes—three ordinary consumer-fraud classes, and one class based on an alleged violation of Michigan's data-breach notification statute. Causation cannot be resolved on a class basis for any of them.

1. There is no presumption of reliance under the Maryland statute.

Plaintiffs seek to certify a Maryland consumer-fraud class on the theory that Starwood and Marriott made misrepresentations or omissions regarding its data security. (Mot. 31-32.) They claim to have met their burden of establishing predominance regarding the element of

causation because these potential "class members are entitled to a presumption of reliance on uniform misrepresentations or failures to disclose material information." (*Id.* at 32.)

In *Gunnells v. Healthplan Services., Inc.*, 348 F.3d 417, 435 (4th Cir. 2003), the Fourth Circuit vacated an order certifying misrepresentation claims, explaining there is no basis for presuming reliance outside the securities context, where "the capital markets [] rapidly assimilate public information into stock prices [and] provid[e] the basis for presuming a causal connection between a material misrepresentation and a plaintiff's injury." Plaintiffs do not contend hotel pricing works like the securities market, so a presumption of reliance here is improper. And absent such a presumption, "individual issues clearly predominate." *Id.* at 436.

For "both material misrepresentation and material omission claims under the MCPA [Maryland Consumer Protect Act], a party must prove reliance." *Willis v. Bank of Am. Corp.*, 2014 WL 3829520, at *22 (D. Md. Aug. 1, 2014). Thus, the Maryland Court of Appeals refused to certify an MCPA class because of the "burden placed on [plaintiffs] of proving *individual reliance upon* [defendants'] alleged misrepresentations *and material omissions*[.]" *Philip Morris Inc. v. Angeletti*, 752 A.2d 200, 234 (Md. 2000) (emphasis added); *see also Lloyd v. Gen. Motors Corp.*, 266 F.R.D. 98, 111 (D. Md. 2010) (reliance is required and may not be presumed).

2. New York's and California's statutes require that the class be uniformly exposed to a misrepresentation or omission.

Under New York's "GBL § 349, a plaintiff must show that he or she was injured as a result of the defendant's deceptive acts or practices." *Fero*, 502 F. Supp. 3d at 738; *see also Small v. Lorillard Tobacco Co.*, 720 N.E.2d 892, 897 (N.Y. 1999) ("a material deceptive act or practice *caused actual, although not necessarily pecuniary, harm* is required to impose compensatory damages"). Based on this requirement, "the case law consistently holds that in order to have been injured by the defendant's deceptive act, a plaintiff must have been personally

misled or deceived." *Fero*, 502 F. Supp. 3d at 739 (citing cases). Thus, "while a plaintiff pursuing a GBL § 349 claim need not have relied on (or even necessarily have believed) the allegedly deceptive conduct, he or she must have at least been exposed to it." *Id.* at 740.

California's Unfair Competition law is similar: "An inference of classwide reliance cannot be made where there is no evidence that the allegedly false representations were uniformly made to all members of the proposed class." *Mazza v. Am. Honda Motor Co.*, 666 F.3d 581, 595 (9th Cir. 2012). Thus, "class certification must be denied where Plaintiffs have not shown that all class members were at least exposed to the misrepresentations." *Konik v. Time Warner Cable*, 2010 WL 8471923, at *8 (C.D. Cal. Nov. 24, 2010); *see also Butler v. Porsche Cars N. Am., Inc.*, 2017 WL 1398316, at *10 (N.D. Cal. Apr. 19, 2017) (similar); *Reitman v. Champion Petfoods USA, Inc.*, 2019 WL 7169792, at *9 (C.D. Cal. Oct. 30, 2019), *aff'd,* 830 F. App'x 880 (9th Cir. 2020) (similar) (quotation omitted).

Plaintiffs have not shown they were uniformly exposed to any representation or omission from Marriott. Plaintiffs claim Starwood should have disclosed it had inadequate security. But the putative classes include individuals who did not even book through Starwood, such as those persons who booked their stays on Expedia, and so were not exposed to anything Starwood said (or didn't say) about data security. They also include persons such as Brent Long and Roger Cullen whose employers told them where to stay when they traveled abroad. (Ex. 38, Long Dep., 60:2-11, 203:3-6; Ex. 35, Cullen Dep., 47:7-13.)[15]

[15] Plaintiffs' cases involve uniform exposures to the alleged misrepresentation, which plaintiffs do not claim here. *In re Arris Cable Modem Consumer Litig.*, 327 F.R.D. 334, 366 (N.D. Cal. 2018) (representations on packaging and websites were all "substantially similar"); *Hasemann v. Gerber Prod. Co.*, 331 F.R.D. 239, 267 (E.D.N.Y. 2019) ("exposure was sufficiently uniform"); *see also Downey v. Pub. Storage, Inc.*, 258 Cal. Rptr. 3d 290, 301 (Cal. App. 2020) ("Common issues do not predominate … when the evidence demonstrates variations in how—and, critically, *whether*—class members were exposed to an allegedly deceptive advertisement.").

These variations in dealings with Starwood preclude plaintiffs from establishing causation classwide. The court in *Fero* considered a similar mixed bag of interactions with the defendant, explaining that "[a] jury's inquiry into whether [the plaintiff], who had no direct dealings with Excellus, was exposed to Excellus's alleged deceptions would be very different from its inquiry into, for example, the exposure of individuals who purchased Excellus insurance through their employers." 502 F. Supp. 3d at 740.

3. Plaintiffs cannot show Marriott's disclosure uniformly caused any damages to their Michigan class.

The Michigan Identity Theft Protection Act "requires businesses to provide notice of a security breach 'without unreasonable delay' to a Michigan resident if that resident's unencrypted and unredacted 'personal information' was accessed by an unauthorized person." *In re Marriott Int'l*, 440 F. Supp. 3d at 490 (quoting Mich. Comp. Laws § 445.72(1)). Some courts have held this statute is enforceable through Michigan's consumer-protection statute, which requires plaintiffs to prove the class uniformly "suffer[ed] loss as a result of [the] violation." *See* Mich. Comp. Laws Ann. § 445.911(2).

Plaintiffs make no effort to tie any of their damage theories to this claim. None of them fit. A delayed notification could only cause a plaintiff damage if he or she would have relied on an earlier notification to avoid some harm. *See Fox v. Iowa Health Sys.*, 399 F. Supp. 3d 780, 801 (W.D. Wis. 2019) (because "plaintiffs do not explain how they would have suffered less damages had UnityPoint notified them sooner, the court will dismiss their claims for violations of the breach notification statutes"); *Corona v. Sony Pictures Ent., Inc.*, 2015 WL 3916744, at *5 (C.D. Cal. June 15, 2015) (to state claim based on delayed notification, a plaintiff must allege "incremental harm suffered … as a result of any delay").

Marriott announced the Starwood cyberattack on November 30, 2018, after initially

discovering on September 8, 2018 that some breach had occurred. Thus, September 8, 2018 to November 30, 2018 is the relevant time period during which harms suffered by plaintiffs must have allegedly been avoidable in order to be compensable under the Michigan statute. That is an issue that can be resolved only on an individualized, case-by-case basis.

For example, Laura Gononian, one of the two Michigan bellwethers plaintiffs, has no damages that she ties to this time period, while Bryan Wallace, the other Michigan plaintiff, alleges he experienced unauthorized activity on a card ending in [redacted] on or about September 15, 2018. (Ex. 15, Wallace ROG 1, at 7-8.) However, Wallace's deposition testimony and documents produced by his bank show the transaction occurred on a card ending in [redacted]—a card that by his own admission he never provided to Marriott. (Ex. 39, Wallace Dep., 157:4-8, 158:11-15, 161:14-162:5; Ex. 47, Wallace Stay Spreadsheet; Ex. 15, Wallace ROG 2, at 18-19.) Indeed, Wallace has not claimed to have made *any* Marriott or Starwood reservations in the brief four-month period the [redacted] card was open. (Ex. 39, Wallace Dep., 167:14-21, 181:12-15; Ex. 47, Wallace Stay Spreadsheet.) Therefore, this alleged fraud cannot be attributed to the Starwood cyberattack. These facts illustrate some of the individualized issues precluding certification here.

Indeed, any potential class member's alleged harm arising from the challenged time period would necessarily involve precisely the type of alleged fraud injury that plaintiffs have acknowledged is an individual issue not suitable for class treatment. (Mot. 44.)

VI. PLAINTIFFS' PROPOSED CLASSES ARE NOT ASCERTAINABLE.

The Fourth Circuit has "repeatedly recognized that Rule 23 contains an implicit threshold requirement that the members of a proposed class be 'readily identifiable.'" *EQT Prod. Co.*, 764 F.3d at 358. Thus, a class should be certified only if "it is administratively feasible for the court to determine whether a particular individual is a member." *Id.* (quotation omitted). Proving ascertainability is plaintiffs' burden, *id.* at 357, and they fail to meet it here. On top of the other

defects in plaintiffs' proposed classes, there is no effective way to identify who is in them.

A. Plaintiffs Offer No Feasible Way To Identify Specific People in Specific States Whose "Personal Information" Was Compromised.

Each of plaintiffs' proposed classes would require them to identify all the people who reside in a specific state and whose personal information was compromised. Plaintiffs propose to do this through the NDS database. Yet they offer no analysis of the actual contents of the bellwether data from the database in their brief, and their only evidentiary cite on this point is to the statement in Marriott's answer that it sent emails to "guests *who had* email addresses with the affected data tables." (ECF No. 620, Amend. Ans. to Second Amend. Consol. Compl., ¶ 199 (emphasis added); Mot. 25.)

Plaintiffs have not met their burden. It is not enough to "merely identify a mass of data which could aid the process of identifying class members." *Spotswood*, 2019 WL 498822, at *6. Instead they must "provide an efficient method of using this information" to implement an "administratively feasible method of locating the [] sub-set of [] customers targeted by [their] proposed class actions." *Id.* at *7-8. Plaintiffs offer no evidence that the data in the NDS database is reliable enough for the task plaintiffs would assign it.

Plaintiffs claim the class can be ascertained because Marriott provided email notification of the cyberattack. (Mot. 25.) But an email address does not reveal what state one lives in. Nor is there any way to discern that the email address belongs to the person who actually stayed at the hotel. Marriott's experiences with the bellwether plaintiffs in discovery show how infeasible it would be to try to sort out which reservations relate to which putative class members, much less where those people live currently, for records that go back nearly 20 years.

Using searches devised by plaintiffs' counsel, Marriott spent significant resources identifying records that potentially related to the bellwether plaintiffs. These searches returned

numerous false positives. For example, searches for information relating to Brent Long yielded 803 rows of information from the NDS four tables; however, about 293 rows were affirmatively associated with addresses in states Long has never lived in and about 102 rows were not associated with *any* address, phone number, or email address. (*See* Ex. 41, Long Stay Spreadsheet; Ex. 38, Long Dep., 23:14-30:10.)

Asking plaintiffs to sort matters out did not help. For example, Marriott provided Robert Guzikowski the data from the affected tables and after "many hours" he still could not identify which reservations were his. (Ex. 28, Guzikowski Dep., 98:19-102:4, 360:7-369:16.) Similarly, as discussed above, it took Wallace multiple tries, and several hours, to correctly identify the stays he made at Starwood hotels. At deposition, Bittner testified that she did not recognize reservations which she previously identified for Marriott as ones she had made. (Ex. 32, Bittner Dep., 162:21-163:16 (stating "I did not go to Sea World in July of 2019" despite the stay spreadsheet she produced including a July 2019 stay at "FIS Seaworld").)

In short, plaintiffs "simply point to [Starwood's] computer records and demand[] that it conjure up a class." *See Spotswood*, 2019 WL 498822, at *8. This does not meet their burden.

B. There Is No Way To Identify "Who Paid" on a Class Basis.

Plaintiffs' consumer-fraud and breach-of-contract classes are defined to include individuals "who paid" for a stay. (Mot. 5-6.) But as discussed above, there is no effective way to identify "who paid" for any given stay without the individualized inquiries. In addition to creating a predominance problem, this issue also renders these classes unascertainable. Marriott has a "due process right to challenge the proof used to demonstrate class membership as it does to challenge the elements of a plaintiff's claim." *Carrera*, 727 F.3d at 307. And if discovery of the bellwether plaintiffs has shown anything, it is that Marriott should not have to take plaintiffs' or the potential class members' word for it. *See Marcus v. BMW of N. Am., LLC*, 687 F.3d 583,

594 (3d Cir. 2012) (cautioning "against approving a method that would amount to no more than ascertaining by potential class members' say so") (cited with approval in *EQT Products*).

Self-certification is particularly inappropriate where "plaintiff's deposition testimony suggested that individuals will have difficulty accurately recalling." *Carrera*, 727 F.3d at 309. For example, Plaintiff Bittner testified "I cannot recall" when asked whether a travel agency paid for one or two nights of one hotel stay and that she could not remember whether her significant other paid for another stay. (Ex. 32, Bittner Dep., 143:4-15, 189:12-190:8; Ex. 30, O'Brien Dep., 235:20-236:7 (admitting she does not know who paid for two of her reservations); Ex. 25, Fishon Dep., 52:20-53:17 (explaining he could not say for certain whether he paid for a particular stay).)

VII. PLAINTIFFS OFFER NO THEORY OF INJUNCTIVE OR DECLARATIVE RELIEF.

Plaintiffs ask the Court to certify their requests for injunctive and declaratory relief under Rule 23(b)(2)—but in the same breath say they will describe that relief at "a later time deemed appropriate by the Court." (Mot. 41.) Plaintiffs' failure to offer the basic contours of the injunctive and declaratory relief they seek now is fatal to their proposed Rule 23(b)(2) class. The Court should "not certify the class merely on the assurance of counsel that some solution will be found." *Windham*, 565 F.2d at 70. Rather, "[a]t the class certification stage, the injunctive relief sought must be described in reasonably particular detail such that the court can at least conceive of an injunction that would satisfy Rule 65(d)'s requirements, as well as the requirements of Rule 23(b)(2)." *Shook v. Bd. of Cty. Commissioners of Cty. of El Paso*, 543 F.3d 597, 605 (10th Cir. 2008) (internal citations omitted).

Plaintiffs complain they cannot describe the relief they seek because they do not have discovery on "data security measures adopted by Marriott after the Breach." (Mot. 40.) This is not true. They deposed Marriott's Chief Information Security Officer about post-breach remediation and security efforts, both in his individual capacity and as a 30(b)(6) representative.

(*See, e.g.*, Pl. Exs., Tab 29, Van der Walt Dep., 283:20-289:16; Pl. Exs., Tab 43, Van der Walt 30(b)(6) Dep., 51:13-18, 114:20-115:14, 149:4-152:18.)

Plaintiffs' citation to *Ginwright v. Exeter Finance Corp.*, 280 F. Supp. 3d 674 (D. Md. 2017), is instructive. (Mot. 38.) There, too, the plaintiff sought an injunction under Rule 23(b)(2) without "specify[ing] what the injunction would entail beyond 'precluding Defendants from continuing to do business in this matter'" under the TCPA. *Ginwright*, 280 F. Supp. 3d at 690 (quoting plaintiff's motion for class certification). Because the proposed injunction was little more than a general admonition to follow the law, certification under Rule 23(b)(2) was inappropriate. *Id.*; *compare Adkins*, 424 F. Supp. 3d at 698 (allowing class to proceed where plaintiff sought an order that Facebook implement specific security measures).[16]

The real reason plaintiffs have not described their injunctive relief is obvious: they can't. The alleged harm here is the claimed exfiltration of plaintiffs' personal information from Starwood's NDS database (Mot. 22)—and that database has been retired and is now safely offline. (Pl. Exs., Tab 29, Van der Walt Dep., 182:20-21.) Thus, plaintiffs have not offered—and cannot offer—"evidentiary proof," as *Comcast* requires at this stage, that they are "immediately in danger of sustaining some direct injury" arising from the offline Starwood's systems. *See City of L.A. v. Lyons*, 461 U.S. 95, 102 (1983) (equitable relief is unavailable unless alleged harm is likely to occur and imminent, not conjectural or hypothetical); *Thorn v. Jefferson-Pilot Life Ins. Co.*, 445 F.3d 311, 331 (4th Cir. 2006) (finding that where defendant declared that its challenged insurance policies were "paid up" and it was no longer collecting premiums, plaintiffs'

[16] Plaintiffs' citation to the *Equifax* settlement is not helpful. (Mot. 41.) The injunctive relief there was agreed to by the parties as part of a global settlement. It does not involve the situation here where plaintiffs are demanding undefined declaratory or injunctive relief for systems that were not affected by the cyberattack.

"requested injunctive relief is [] moot and cannot serve as a predicate for Rule 23(b)(2) certification").

Plaintiffs and their experts offer no tangible evidence that Marriott's systems have ongoing security inadequacies, let alone any defects that would justify declaratory or injunctive relief. (*See* Ex. 26, Hevener Dep., 210:2-9 (admitting she is not "personally … at an imminent and certain risk of injury); Ex. 32, Bittner Dep., 354:20-355:6 (admitting that she has no evidence of an "imminent risk of future harm" other than the disclosure of the breach itself).) Nor could they. It was *Starwood's* systems, not *Marriott's*, that were breached, and Starwood's systems are now retired, offline, and boxed away. (Pl. Exs., Tab 29, Van der Walt Dep., 182:20-21.) In fact, plaintiffs' expert testified that she made no assessment of Marriott's overall security posture after the breach. (Ex. 24, Frantz Dep. 196:4-197:9.)

In sum, an injunction would force Marriott to take actions "far beyond the bounds of this lawsuit," and plaintiffs' proposal to enjoin Marriott's systems cannot serve as a basis for Rule 23(b)(2) certification. *See Metro-Goldwyn-Mayer Studios, Inc. v. Grokster, Ltd*., 518 F. Supp. 2d 1197, 1226 (C.D. Cal. 2007) (rejecting injunction for conduct related to underlying claims).

VIII. RULE 23(C)(4) IS NOT A PANACEA FOR AN UNCERTIFIABLE CLASS.

Plaintiffs argue that the Court "should certify liability questions to resolve any non-classwide damages" under Rule 23(c)(4), and then provide a laundry list suggesting the only individualized issue is the calculation of damages. (Mot. 41-44.) This is not accurate because, as detailed above, plaintiffs cannot prove liability on any of these claims with common evidence. Causation, injury, payment, contractual relationships, statute of limitations, reliance, exposure, *and* damages all are individualized issues.

Plaintiffs argue that the "issue of fault" would have to be repeatedly tried if the Court denied issue certification. (Mot. 42 (quoting *Good v. Am. Water Works Co., Inc.*, 310 F.R.D.

274, 296 (S.D.W. Va. 2015)).) But putative class members can use "Rule 36 requests for admission, the submission of special verdicts and the possible subsequent use of collateral estoppel (either defensive or offensive)," to avoid relitigating the issue of fault, to the extent that fault is a common issue. *Parker*, 2015 WL 127930, at *15; *Romig v. Pella Corp.*, 2016 WL 3125472, at *15 (D.S.C. June 3, 2016) (noting these mechanisms "could provide many, if not all, of the benefits plaintiffs receive through class certification").

Moreover, Rule 23(c)(4) does not allow plaintiffs "to manufacture predominance for the purposes of Rule 23(b)(3)" by excising elements of their claims that present individual issues, as plaintiffs propose to do here. *In re Panacryl Sutures Prod. Liab. Cases*, 263 F.R.D. 312, 325 (E.D.N.C. 2009) (denying certification of Rule 23(c)(4) class because "even under [p]laintiffs' proposed trial plan, the difficulty of [individualized inquiries] would remain"). What the rule does allow, as the Fourth Circuit has held, is certification to address "a single theory of liability, requiring no individualized inquiry." *Gunnells*, 348 F.3d at 445-46.

Thus, courts "that have considered 'issue certification' have declined to certify such classes where the prevalence of individual issues is such that limited class certification would do little to increase the efficiency of the litigation." *Parker*, 2015 WL 127930, at *16 (citations omitted); *see also In re St. Jude Med., Inc.*, 522 F.3d 836, 841 (8th Cir. 2008) (declining issue certification because of individual issues); *McLaughlin v. Am. Tobacco Co.*, 522 F.3d 215, 234 (2d Cir. 2008) (declining issue certification "because it would not dispose of larger issues such as reliance, injury, and damages").

Moreover, when assessing proposed (c)(4) class, "the court must look to the entire case to determine the value of class certification." *Romig*, 2016 WL 3125472, at *14. "Even if class treatment of a particular issue will advance the litigation, class certification may nevertheless be

inappropriate if that advance is insubstantial when measured against the remaining issues." *Id*. By way of example, if an issue class "would simply postpone the 37,000 jury trials on damages, not eliminate the need for them," issue certification is improper. *D.C. ex rel. Garter v. Cty. of S.D.*, 2018 WL 692252, at *4 (S.D. Cal. Feb. 1, 2018).

An issues class would not advance this litigation. Plaintiffs rely primarily on a conclusory discussion of Rule 23(c)(4) in *Good v. West Virginia-American Waterworks Co.*, 2017 WL 2884535, at *2 (S.D.W. Va. July 6, 2017). But that case, which involved a chemical spill in Charleston, West Virginia, adds little to the analysis of plaintiffs' proposal for managing tens of millions of potential claimants across the country.

Plaintiffs have failed to meet their burden of framing a realistic plan for managing the case from certification until all the claims are resolved. Among many other things, they have not offered a valid theory of classwide injury or causation, and their proposal fails to account for an abundance of other individualized issues. *See McGlenn*, 2021 WL 165121, at *11 (denying Rule 23(c)(4) certification in data-breach litigation because "damages will require individual assessment for each class member, and … causation may require an individual inquiry."); *Adkins*, 424 F. Supp. 3d at 697 (no issue class in data-breach litigation where individualized inquiries required).

As in *McGleen* and *Adkins*, any purported efficiency gained from plaintiffs' proposed issues classes here "would be dwarfed" by the individualized questions associated with the remaining elements of their claims. *Parker*, 2015 WL 127930, at *14; *Romig*, 2016 WL 3125472, at *14-15 (denying Rule 23(c)(4) certification where any efficiency gains would be "insubstantial when measured against the remaining issues"); *see also Gresser*, 2014 WL 1320092, at *8-9 (denying certification of Rule 23(c)(4) class where "there would be significant

manageability problems … due to the predominance of individual issues" within the issue class); *Farrar & Farrar Dairy, Inc. v. Miller-St. Nazianz, Inc.*, 254 F.R.D. 68, 77-78 (E.D.N.C. 2008) ("individual issues of causation and affirmative defenses would still predominate over the common issues even if the court were to certify the common issues").

IX. PLAINTIFFS' PROPOSED CLASSES AGAINST ACCENTURE FAIL FOR INDEPENDENT REASONS.

A. Accenture's Role in the Starwood Environment

Accenture LLP ("Accenture") provided IT infrastructure operations and support services in the Starwood environment. Starwood first contracted with Accenture in 2009, and the contract was renewed in 2015. (*See* Ex. 11, 2015 Starwood-Accenture MSA, MI_MDL_00018337.) Accenture provided "operations management" services, which entailed "providing the support and services to ensure that [the] Starwood IT systems [we]re up and running." (Ex. 20, Upadhyay Dep., 46:10-17.) Given its role as a third-party service provider, Accenture never interacted with Marriott customers. (*See, e.g.*, Ex. 27, Amarena Dep., 55:9-11; Ex. 32, Bittner Dep., 341:22-342:2, 343:9-11; Ex. 26, Hevener Dep., 337:18-21; Ex. 29, Lawrence Dep., 314:22-315:6; Ex. 38, Long Dep., 289:5-7; Ex. 34, Maldini Dep., 275:22-276:3, 276:19-277:1; Ex. 31, Viggiano Dep. 341:20-342:3)

Along with their class-certification motion, plaintiffs submitted a report from their expert Mary Frantz regarding "the overall security posture of Starwood and Marriott as it relates to the breach discovered in September 2018." (Pl. Exs., Tab 4, Frantz Rpt. ¶ 10.) The report does not contain any evaluation of Accenture's performance in the environment. Ms. Frantz testified that she was not offering any expert opinions about Accenture's obligations under its contracts with Starwood, (Ex. 24, Frantz Dep., 271:19-272:5), and that she had not performed any analysis to determine the scope of Accenture's responsibilities in the Starwood environment, (*id.* at 272:20-

273:2). Ms. Frantz is not providing any separate opinions about Accenture's performance specifically. (*Id.* at 274:10-275:14.) She is also not offering an opinion regarding whether Accenture could have prevented the data security incident. (*Id.* at 276:3-9.)

Plaintiffs' motion for class certification of their negligence-based claims against Accenture should be denied for additional, independent reasons. *First*, the Court should reject certification of plaintiffs' Benefit-of-the-Bargain theory of injury because that theory is wholly inapplicable to Accenture, which did not engage in any economic transaction with plaintiffs. *Second*, the duty element of plaintiffs' claims against Accenture demands a highly individualized analysis, which precludes a predominance finding. *Third*, plaintiff Amarena is subject to a unique defense and is not a typical plaintiff, which precludes certification of the Connecticut classes.

B. Benefit-of-the-Bargain Damages Are Inapplicable to Claims Against Accenture.

The Court should decline to certify a benefit-of-the bargain or overpayment theory as to Accenture for additional reasons. As a matter of law and logic, a benefit-of-the-bargain or overpayment theory of injury does not apply where, as here, the plaintiffs did not purchase a product or services from the defendant. Indeed, plaintiffs describe this damages theory as the "contention that the market price of *Marriott's* hotel rooms would have been lower had *Marriott* disclosed its woefully inadequate security." (Mot. 36 (emphasis added).) Plaintiffs' own description of their theory is strong evidence it does not apply to Accenture.

Plaintiffs' damages experts confirmed that the overpayment models are not intended to measure harm relating to Accenture. Prince purported to measure "damages" as "the difference in the amount of economic value that *Marriott* provided proposed class members." (Pl. Exs., Tab 6, Prince Rpt., ¶ 46 (emphasis added).) He admitted at his deposition that he was not asked by

plaintiffs to develop a damages methodology specific to Accenture. (Ex. 22, Prince Dep., 325:18-21 ("Q. Were you asked, separately, to develop a methodology for calculating damages attributable to Accenture? A. No, I was not."); *see also id.* at 332:5-7 (Prince admitting that he "can't put forth any analysis that looks at anything direct between plaintiffs and Accenture.").) Prince "d[id]n't know the nature of the contractual relationship between Accenture and Marriott," and so "in my analysis, I haven't gotten into that level of detail, in terms of these kinds of arrangements." (*Id.* at 328:2-7.) Prince agreed that when he was "purporting to measure this alleged overpayment in the economic transaction of money for a hotel stay," he was not "taking into account any role that Accenture may or may not have had." (*Id.* at 328:14-19.) As a result, it was "fair to say" that his model was "purporting to calculate … an overpayment specifically for hotel rooms," and Prince admitted he "did not dive into th[e] issue" of "value relating to the provision by, say, Accenture to Marriott of IT support services." (*Id.* at 331:9-16.)

Similarly, plaintiffs' survey expert, Butler, admitted that her report does not "mention[] or refer[] to Accenture in any way." (Ex. 23, Butler Dep., 267:12-15.) The report itself acknowledges that Butler was only "asked to evaluate whether information about inadequate data security measures has any impact on consumers' preferences for *Marriott Brand Family Hotels*." (Pl. Exs., Tab 5, Butler Rpt., ¶ 9 (emphasis added).) She thus did not measure "a consumer's willingness to pay for an IT service," even though Butler was aware that Accenture "is not a hotel company" and "doesn't offer hotel rooms for sale to the public in any form." (Ex. 23, Butler Dep., 268:8-17; 268:20-269:17.) Instead, all of the information about data security that Butler provided to survey participants was "within the context of hotels or booking a hotel," (*Id.* at 270:22-271:11), and none of the data-security disclosures mentioned Accenture or a third-party IT services provider. (Pl. Exs., Tab 5, Butler Rpt., ¶¶ 63, 65.) Butler also testified that she

did not "have a specific understanding of Accenture's relationship" with Marriott and that this relationship was "not something [she] investigated." (Ex. 23, Butler Dep., 267:2-8.) Plaintiffs therefore have no expert opinions supporting application of the overpayment theory of injury as to Accenture.

Other cases that have allowed a benefit-of-the-bargain theory of injury in data-breach litigation have done so exclusively in the context of express or implied contract between the plaintiffs and the breached entity. *See Carlsen v. GameStop, Inc.*, 833 F.3d 903, 909 (8th Cir. 2016); *In re Anthem, Inc. Data Breach Litig.*, 162 F. Supp. 3d 953, 985 (N.D. Cal. 2016); *In re Adobe Sys., Inc. Priv. Litig.*, 66 F. Supp. 3d 1197, 1224 (N.D. Cal. 2014). No such claim exists against Accenture here, which makes the benefit-of-the-bargain theory completely inapplicable.

The only claims against Accenture are negligence claims, and benefit-of-the-bargain damages are unavailable as a matter of law for a negligence claim against a party with whom the plaintiffs do not have a contract. Accenture is not aware of any Maryland cases permitting benefit-of-the bargain damages for a negligence claim, period.[17] Similarly, Connecticut courts considering benefit-of-the-bargain damages in the negligence context have explained that the "underlying premise in an award for the benefit of the bargain damages is the existence of a contract and a breach of such contract." *Weinshel v. Willott, LLC*, 2006 WL 1229933, at *7 (Conn. Super. Ct. Apr. 13, 2006). Florida and Georgia law preclude benefit-of-the-bargain damages as well. *See Standard Fish Co. v. 7337 Douglas Enterprises, Inc.*, 673 So. 2d 503, 504 (Fla. Dist. Ct. App. 1996) ("Absent personal injury or property damage, Standard's remedy for

[17] Although Maryland courts have on occasion permitted the recovery of benefit-of-the-bargain damages in negligent-misrepresentation cases, those claims are really a species of fraud, rather than negligence. And even then, such damages are only legitimate when there is "an actual contract between the parties." *Goldstein v. Miles*, 159 Md. App. 403, 428 (2004); *see Vogel v. Est. of Hillman*, 2021 WL 2451303, at *16 n.19 (Md. Ct. Spec. App. June 16, 2021).

the failure to receive the benefit of its bargain … lies in contract, not in tort."); *McClain v. Harveston*, 152 Ga. App. 422, 422 (1979) ("Appellant simply sued for loss of the benefit of his bargain. Such damages are not recoverable in negligence."). Because the benefit-of-the-bargain theory is inapplicable as to Accenture (in addition to the other fatal deficiencies discussed in § II.C), and the loss-of-value theory suffers from fatal flaws, *see supra* § II.B, this Court can deny certification of plaintiffs' claims against Accenture without reaching any other issues.

C. Duty Is Not a Common Issue For Plaintiffs' Claims Against Accenture.

The duty element of plaintiffs' negligence claims under Maryland, Connecticut, and Florida law requires individualized analysis that precludes a finding that common issues predominate. Although this Court permitted plaintiffs' claims against Accenture to proceed past a motion-to-dismiss, Accenture maintains its position that because plaintiffs seek to recover for economic losses only, they cannot rely on Accenture's contractual obligations to Starwood as a basis for a finding of duty. Instead, plaintiffs must prove a close, direct relationship with Accenture. (*See* ECF No. 464, Accenture Mot. to Dismiss, 7-10, 13; ECF No. 685, Accenture Mot. for Recons. Ltr., 1-3.) Proving this relationship requires an individualized factual inquiry under the relevant states' laws. *See Balfour Beatty Infrastructure, Inc. v. Rummel Klepper & Kahl, LLP*, 451 Md. 600, 620-21 (2017) (explaining that "context is critical" for applying Maryland's intimate nexus test); *Demond v. Project Serv., LLC*, 331 Conn. 816, 834-35 (2019) (explaining that the "nature of the duty, and the specific persons to whom it is owed, are determined by the circumstances surrounding the conduct of the individual."); *Tank Tech, Inc. v. Valley Tank Testing, LLC*, 244 So. 3d 383, 393 (Fla. Dist. Ct. App. 2018) (requiring evidence of "link between the parties"). The District of Maryland has previously denied class certification under similar circumstances. *See Fields v. Walpole*, 2012 WL 4050168, at *7 (D. Md. Sept. 12, 2012) (denying class certification on predominance grounds after conducting intimate nexus

analysis). Accenture submits that individualized issues are necessarily a part of the duty analysis under Maryland, Connecticut, and Florida law, and for this reason, individual issues do not predominate.

D. Plaintiff Amarena Is Not a Typical Class Representative.

Plaintiff Amarena fails to meet Rule 23(a)(3)'s requirement of typicality. "[W]here a purported class representative is subject to a unique defense that cannot be asserted against other members of the class … typicality may be lacking." *Wu*, 269 F.R.D. at 563 (quotations omitted). Plaintiff Amarena is subject to the unique defense that she did not stay at a Starwood property at any point in time that Starwood had a contract with Accenture.

Amarena stayed at just one Starwood hotel, in August 2007. (*See* Ex. 43, Amarena Stay Spreadsheet; Ex. 27, Amarena Dep., 79:11-92:8 (testimony confirming that only stay at Starwood property was in 2007).) Accenture did not work for Starwood in 2007. (*See* Ex. 20, Upadhyay Dep.. 84:24 ("[W]e took over the service first in 2009"); *id.* at 33:7-10 (discussing 2009 MSA).) Because Accenture did not have any relationship with Starwood when Plaintiff Amarena booked a stay and provided her information to Starwood, a finding of duty premised on Accenture's contract with Starwood would be nonsensical. Plaintiff Amarena will be subject to unique arguments regarding the "measure of attenuation between [the defendant's] conduct, on the one hand, and the consequences to and the identity of the plaintiff, on the other hand," as the case moves forward. *RK Constructors, Inc. v. Fusco Corp.*, 231 Conn. 381, 387 (1994). Given that Plaintiff Amarena is the only Connecticut bellwether plaintiff, the Connecticut classes against Accenture should not be certified for this additional reason.

CONCLUSION

For the foregoing reasons, the Court should deny plaintiffs' motion for class certification.

Dated: September 7, 2021

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Tab 3

Publicly-Available, Redacted Version

In re: Marriott International Customer Data Security Breach Litigation,
No. 19-md-02879 (D. Md.)

Bellwether Plaintiffs' Motion for Class Certification

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
SOUTHERN DIVISION

IN RE: MARRIOTT INTERNATIONAL CUSTOMER DATA SECURITY BREACH LITIGATION	*	**MDL No.: 19-md-2879**
	*	**HON. PAUL W. GRIMM**

* * * * * * * * * * * * * * * * *

[PROPOSED] TRIAL PLAN IN SUPPORT OF BELLWETHER PLAINTIFFS' MOTION FOR CLASS CERTIFICATION

I. Introduction

Plaintiffs present this preliminary trial plan in support of their Motion for Class Certification to describe to the Court how these claims will be tried with common evidence in a classwide trial. Plaintiffs propose a trial on the common issues for each of the bellwether claims and the respective bellwether classes and certain types of classwide damages (statutory, nominal, benefit of the bargain, and inherent value). Plaintiffs propose that any jury findings as to liability apply for future individualized damages trials involving identify theft, loss of time spent, or other out of pocket losses that would be difficult to calculate on a classwide basis. While these actions were consolidated before this Court by the Judicial Panel on Multidistrict Litigation for pretrial proceedings under 28 U.S.C. § 1407, "a transferee judge can conduct trials of cases originally filed in the transferee district where venue is proper or cases in which the parties have waived all objections to venue."[1] Fed. Judicial Center, *Bellwether Trials in MDL Proceedings: A Guide for*

[1] For the purposes of this trial plan, Plaintiffs assume that the parties can reach an agreement that this Court is the proper venue to try the bellwether claims. Even if such an agreement cannot be

Transferee Judges 3 (2019). "The structure, timing, and issues to be decided in bellwether trials are flexible and can be adapted to the circumstances or needs of a particular MDL." *Id.* at 35.

The class bellwether claims now proposed to be certified for trial are negligence claims, breach of contract claims, and statutory consumer protection law claims under the laws of seven states. The proposed classes for certification are:

- Florida Negligence Class
- Maryland Negligence Class
- Connecticut Negligence Class
- Georgia Negligence Per Se Class
- Connecticut Negligence Per Se Class

(collectively the "Negligence Classes")

- Maryland Breach of Contract Class
- New York Breach of Contract Class
- New York and Maryland Breach of Contract Subclasses seeking benefit of the bargain damages

(collectively the "Breach of Contract Classes")

- California UCL Class
- Maryland Consumer Protection Act Class
- New York GBL Class
- Michigan Identity Theft Protection Act Class

(collectively the "Consumer Protection Classes")

All but one cause of action -- the California UCL -- allow for trial by jury. Consistent with federal trial practice, Plaintiffs propose to try the jury and non-jury claims together. *See L.A. Police Protective League v. Gates*, 995 F.2d 1469, 1473 (9th Cir. 1993).

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reached, this trial plan demonstrates that common issues predominate in this action and that class certification is proper under Rule 23 so that these issues can be decided on a classwide basis.

II. Evidence for Trial

Plaintiffs offer a short summary of likely trial exhibits and witnesses, acknowledging that this list is not intended to be exhaustive and trial preparation remains:

A. Likely Trial Exhibits

- Expert Report of Mary Frantz
- Expert Report of Sarah Butler
- Expert Report of Jeffrey T. Prince, Ph.D.
- 7/19/18 [redacted]
- PX174, [redacted]
- 7/18/16, [redacted]
- PX50, 2/24/16 email Status on Pen Test
- 8/4/17 [redacted]
- PX60, [redacted]
- 2/16/21 Dep. Of Patrick Foley
- PX408, [redacted]
- 4/12/21 Dep. of Alan Rosa
- 12/3/20 Dep. of Kristin Harding
- PX141, October 2020 ICO Penalty Notice
- PX380, [redacted]
- PX 8, 5/24/19 PFI Report
- PX82, 1-14-19 [redacted]
- 2/19/21 Dep. of Bruce Hoffmeister
- 2/5/21 Dep. of James Weiler
- PX385, [redacted]
- PX11, [redacted]
- ACN1, 1/24/17 [redacted] Scope call
- ACN2, notes 1/24/17 [redacted] Scope call
- PX415, [redacted]
- 6/16/21, 30(b)(6) Dep. of Kristin Harding
- 12/10/20 Dep. of Arno Van Der Walt
- 1/29/21 Dep. of Anna Loshkareva
- PX381, [redacted]
- PX172, [redacted]
- PX177, [redacted]
- PX178, [redacted]
- PX20, [redacted]
- 6/30/21 Accenture Resp. to Pls.' Interrog. Directed to Pramod Achary
- [redacted]

- PX417, 11/23/2018 [redacted] Report
- PX182, 9/7/18 [redacted] Alert
- PX382, 11/23/18 email [redacted] - continue
- PX181 9/11/18 email [redacted]
- PX418, [redacted]
- 6/15/2021 30(b)(6) Dep. of Arno van der Walt
- PX148, [redacted]
- PX154, 11/15/18 email [redacted]
- 3/10/21 Dep. of Shamla Naidoo
- 3/16/16 email Need escalation
- 5/4/21 Accenture 30(b)(6) Dep.
- 6/30/21 Accenture Resp. to Pls.' Interrog. Directed to Mridul Banerjee
- Chart of Contract Terms; 3/25/18 SPG Terms & Conditions; 4/25/16 Online Privacy Statement – BCR Update
- Various other internal emails and communications regarding the Defendants' security practices and breach response

B. Likely Class Representative Witnesses

- A. M. Amarena (Connecticut Negligence and Negligence Per Se Classes)
- M. Bittner (Florida Negligence Class)
- R. Cullen (New York GBL and Breach of Contract Classes)
- E. Fishon (New York GBL and Breach of Contract Classes)
- L. Gononian (Michigan Identity Theft Protection Act Class)
- R. Guzikowski (California UCL Class)
- K. F. Hevener (Florida Negligence Class)
- I. Lawrence (Florida Negligence Class)
- B. Long (Georgia Negligence Per Se Class)
- M. Maisto (California UCL Class)
- P. Maldini (Maryland Negligence, Breach of Contract, and Consumer Protection Act Classes)
- D. Marks (California UCL Class)
- P. O'Brien (New York GBL and Breach of Contract Classes)
- R. Ryans (Maryland Negligence, Breach of Contract, and Consumer Protection Act Classes)
- D. Viggiano (Georgia Negligence Per Se Class)
- B. Wallace (Michigan Identity Theft Protection Act Class)

C. Likely Adverse & and Third-Party Percipient Witnesses (Live or by Videotape)

- P. Achary
- M. Banerjee

- J. Costa
- D. Foy
- P. Foley
- K. Harding
- B. Hoffmeister
- A. Loshkareva
- K. McCarty
- S. Naidoo
- A. Nanda
- J. Perry
- A. Rosa
- A. Van der Walt
- J. Weiler

D. Likely Expert Witnesses

- S. Butler (testimony regarding methodologies for calculating damages)
- M. Frantz (testimony regarding Defendants' cybersecurity measures and their relationship to the data breach)
- J. Prince (testimony regarding methodologies for calculating damages)

III. Common Issues for Trial

As described in the trial plan below and in Plaintiffs' Memorandum in Support of Plaintiffs' Motion for Class Certification, Plaintiffs' claims are suitable to be tried using common proof. Plaintiffs offer this preliminary plan by which the common issues can be tried, acknowledging that trial preparation remains

A. Negligence Claims (Maryland, Florida, Connecticut and Georgia)

Under the laws of Maryland, Florida, Connecticut, and Georgia, a claim for negligence requires that (1) the defendant owed a duty of care to the plaintiff, (2) the defendant breached that duty, and thus (3) proximately caused (4) an injury to the plaintiff. *See In re Marriott Int'l, Inc., Customer Data Sec. Breach Litig.*, No. 19-MD-2879, 2020 WL 6290670, at *6 (D. Md. Oct. 27, 2020) (quoting *Valentine v. On Target, Inc.*, 727 A.2d 947, 949 (Md. 1999)); *Virgilio v. Ryland, Grp., Inc.*, 680 F.3d 1329, 1339 (11th Cir. 2012) (citing *Curd v. Mosaic Fertilizer, LLC*, 39 So .3d

1216, 1227 (Fla. 2010)); *Ruiz v. Victory Prop., LLC*, 107 A.3d 381, 387 (Conn. 2015); *Amick v. BM & KM, Inc.*, 275 F. Supp. 2d 1378, 1381 (N.D. Ga. 2003). Plaintiffs will show through common evidence that:

- Defendants owed a duty to exercise due care in collecting, storing, and safeguarding Plaintiffs' and class members' personally identifiable information ("PII");
- Defendants breached that duty;
- That breach of duty was the proximate cause of the Plaintiffs' injuries; and
- The plaintiffs suffered damages.

For the Georgia and Connecticut negligence per se claims, "negligence *per se* arises when a defendant violates a statute or ordinance, satisfying, as a matter of law, the first two elements [duty and breach] of a negligence claim." *Amick*, 275 F. Supp. 2d at 1381 (citations omitted); *Gore v. People's Savings Bank*, 665 A.2d 1341, 1348-49 (Conn. 1995) (same as to Connecticut). Here, Plaintiffs allege that Defendants violated Section 5 of the FTC Act and other state laws. The Florida and Georgia negligence claims will be tried against both Marriott and Accenture. The Maryland and Connecticut negligence claims will be tried against Accenture only.

1. Duty (decided by the court)

Under Maryland, Florida, and Connecticut law, the duty element of negligence is a question of law decided by the court. *Steamfitters Loc. Union No. 602 v. Erie Ins. Exch.*, 233 A.3d 59, 72 (Md. 2020); *Limones v. Sch. Dist. of Lee Cty.*, 161 So. 3d 384, 389 (Fla. 2015); *Sweeney v. Friends of Hammonasset*, 58 A.3d 293, 298 (Conn. App. 2013). This Court has already recognized that Defendants owed a duty of care to Plaintiffs under the facts of this case. *See, e.g.*, *In re Marriott Int'l, Inc., Customer Data Sec. Breach Litig*, 440 F. Supp. 3d 447, 467-79 (D. Md. 2020) (finding Marriott owed Plaintiffs a duty of care under Florida and Georgia law); *In re Marriott*,

2020 WL 6290670, at *8-21 (finding Accenture owed Plaintiffs a duty of care under Maryland, Connecticut, and Florida law).

Nevertheless, if the Court finds it necessary, Plaintiffs stand ready to show through common evidence that Defendants' duties to the Plaintiffs included, among other things:

- Designing, maintaining, and testing Defendants' security systems to ensure that Plaintiffs' PII in Defendants' possession was adequately secured and protected;
- Implementing processes that would detect a breach of its systems in a timely manner;
- Timely acting upon warnings and alerts, including those generated by its own security systems, regarding intrusions to its networks;
- Maintaining data security measures consistent with industry standards; and
- Timely notifying Plaintiffs so that, among other things, Plaintiffs could take appropriate measures to freeze or lock their credit profiles, cancel current passports and obtain new passports, avoid unauthorized charges to their credit or debit card accounts, cancel or change usernames and passwords on compromised accounts, monitor their account information and credit reports for fraudulent activity, contact their banks or other financial institutions that issue their credit or debit cards, obtain credit monitoring services, and take other steps to mitigate or ameliorate the damages caused by Defendants' misconduct.

For the Georgia and Connecticut negligence per se claims, the duty element and applicable standard of care are established by reference to a statute or regulation—in this case, *inter alia*, Section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45, as interpreted and enforced by the Federal Trade Commission. *See Vito v. Dhillon*, 605 S.E.2d 602, 605 (Ga. App. 2004); *O'Donnell v. Feneque*, 991 A.2d 643, 647 (Conn. App. 2010); *see also In re Equifax, Inc., Customer Data Sec. Breach Litig.*, 362 F. Supp. 3d 1295, 1327 (N.D. Ga. 2019) (recognizing that violation of Section 5 of the FTC Act could lead to negligence per se liability in data breach case under Georgia law). Whether a statute or regulation establishes a duty of care is a question of law decided by the Court. *See Cent. Anesthesia Assocs., P.C. v. Worthy*, 333 S.E.2d 829, 831 (Ga. 1985); *O'Donnell*, 991 A.2d at 647; *see also In re Marriott*, 440 F. Supp. 3d at 479 (holding that

Plaintiffs have adequately pled negligence per se claims against Marriott under Georgia law); *In re Marriott*, 2020 WL 6290670, at *8-21 (holding that Plaintiffs have adequately pled negligence per se claims against Accenture under Georgia and Connecticut law).

2. Breach

Common evidence will show that the Defendants breached their duties to the Plaintiffs by, among other things, failing to:

- Exercise reasonable care and implement adequate security systems, protocols and practices sufficient to protect the Personal Information of Plaintiffs;
- Detect the breach while it was ongoing;
- Maintain security systems consistent with industry standards;
- Disclose in a timely fashion that Plaintiffs' PII in Defendants' possession had been or was reasonably believed to have been, stolen or compromised; and
- Comply with the requirements of Section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45, and other applicable statutes.

3. Causation

Under Florida, Maryland, Connecticut, and Georgia law, a proximate-cause standard applies to claims of negligence. *McCain v. Florida Power Corp.*, 593 So. 2d 500, 502 (Fla. 1992); *Troxel v. Iguana Cantina, LLC*, 29 A.3d 1038, 1055 (Md. App. 2011); *O'Donnell*, 991 A.2d at 647; *Cent. Anesthesia Assocs.*, 333 S.E.2d at 831. Here, Plaintiffs will prove through common evidence that but for Defendants' negligent breach of their duties to Plaintiffs, Plaintiffs' PII would not have been compromised, and that Plaintiffs have been injured as a direct and proximate result of Defendants' negligence.

4. Damages

Plaintiffs will show, through common evidence, that their damages from the Defendants' conduct included, but were not limited to, the damages described in Section D below. Nominal

damages are also available for Plaintiffs' negligence claims under Florida, Georgia, and Connecticut law. *See, e.g.*, *Atl. Co. v. Orendorff*, 22 So. 2d 260, 263 (Fla. 1945); *In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 1:17-MD-2800-TWT, 2020 WL 256132, at *13 (N.D. Ga. Mar. 17, 2020), *aff'd in pertinent part*, 999 F.3d 1247 (11th Cir. 2021); *Hall v. Bergman*, 994 A.2d 666, 675 n.10 (Conn. 2010).

B. Contract Claims (Maryland and New York)

Plaintiffs assert breach-of-contract claims against Marriott under Maryland and New York law. Under the law of both states, the elements of a claim for breach of contract include: "contractual obligation, breach, and damages." *Tucker v. Specialized Loan Servicing, LLC*, 83 F. Supp. 3d 635, 655 (D. Md. 2015) (Grimm, J.) (quoting *Kumar v. Dhanda*, 17 A.3d 744, 749 (Md. App. 2011)); *see also RCN Telecom Servs., Inc. v. 202 Ctr. St. Realty LLC.*, 156 F. App'x 349, 350-51 (2d Cir. 2005) ("The elements of a breach of contract claim in New York are: (1) the existence of a contract, (2) performance by the party seeking recovery, (3) non-performance by the other party, and (4) damages attributable to the breach.").

1. Contractual Obligation

Plaintiffs will show, through common evidence, that:

- The Plaintiffs manifested their intent to assent to the terms of the SPG contract and Privacy Notice by joining SPG and providing their PII to Defendants when booking a stay.
- Marriott manifested its intent to adhere to its obligations under the SPG contract and Privacy Notice by collecting Plaintiffs' PII.
- Plaintiffs performed their obligations under the contracts by booking reservations at a Starwood properties..

2. Breach

Plaintiffs will show through common evidence that Marriott breached its agreements with Plaintiffs by failing to protect Plaintiffs' PII. Among other things, Marriott (1) failed to use

reasonable organizational, technical, procedural, and administrative measures to protect Plaintiffs' PII and (2) disclosed that information to unauthorized third parties, in violation of the parties' agreements.

3. Damages

Plaintiffs will show, through common evidence, that their damages from the Defendants' breach included, but were not limited to, the damages described in Section D below. In addition, under both Maryland and New York law, nominal damages are appropriate even if a plaintiff has failed to prove general or consequential damages resulting from the breach of contract. *Yacoubou v. Wells Fargo Bank, N.A.*, 901 F. Supp. 2d 623, 638 (D. Md. 2012); *Compania Embotelladora Del Pacifico, S.A. v. Pepsi Cola Co.*, 976 F.3d 239, 247 n.10 (2d Cir. 2020).

C. Consumer-Protection Claims (California, Maryland, New York, and Michigan)

Plaintiffs will show, through common proof, that Marriott's inadequate data security practices and/or uniform misrepresentations or omissions regarding that data security violated the consumer protection statutes of California, Maryland, and New York. Cal. Bus. & Prof. Code § 17200 *et seq.*; Md. Code, Com. Law § 13-301 *et seq.*; N.Y. Gen. Bus. Law § 349 *et seq*. Plaintiffs will also show that Marriott violated Michigan law in failing to promptly notify Michigan residents of the breach. Mich. Comp. Laws § 445.72 *et seq*. The statutes of California, Maryland, and New York proscribe unfair and deceptive acts or practices, while the Michigan statute requires the timely disclosure of data breaches to consumers.

Because the California "UCL claim is equitable in nature, the Court, rather than a jury, must decide whether there was a UCL violation." *Netlist, Inc. v. Diablo Techs., Inc.*, No. 13-CV-5962, 2015 WL 1887261, at *3 (N.D. Cal. Apr. 24, 2015).

1. Unfair or Deceptive Act or Practice (California, Maryland, New York)

Plaintiffs will show, through common proof, that Marriott's uniform misrepresentations or omissions regarding its deficient data security violated the California UCL, Maryland CPA, and New York GBL. Furthermore, Marriott's deficient data security practices for customer PII violated the unfair business practices statutes of California, Maryland, and New York, without regard to any misrepresentations or omissions. *See In re Adobe Sys., Inc. Privacy Litig.*, 66 F. Supp. 3d 1197, 1226-27 (N.D. Cal. 2014) (maintaining deficient data security violates the UCL's unlawful and unfair prongs); Md. Comm. Code § 14-3508 (discussing how a violation of the Maryland Personal Information Protection Act is an unfair or deceptive trade practice within the meaning of the Maryland statute); *New York v. Feldman*, 210 F. Supp. 2d 294, 302 (S.D.N.Y. 2002) (interpreting a violation of Section 5 of the FTC Act as a violation of the New York statute). Plaintiffs will show, through common proof, that Marriott failed to comply with the consumer-protection laws of California, Maryland, and New York by, among other things:

- Failing to implement and maintain reasonable security and privacy measures to protect Plaintiffs' PII;
- Failing to identify foreseeable security and privacy risks, remediate identified security and privacy risks, and adequately improve security and privacy measures following previous cybersecurity incidents;
- Failing to comply with common law and statutory duties pertaining to the security and privacy of Plaintiffs' Personal Information, including duties imposed by the FTC Act, 15 U.S.C. § 45;
- Misrepresenting that it would protect the privacy and confidentiality of Plaintiffs' PII, including by implementing and maintaining reasonable security measures;
- Misrepresenting that it would comply with common law and statutory duties pertaining to the security and privacy of Plaintiffs' PII, including duties imposed by the FTC Act.
- Omitting, suppressing, and concealing the material fact that it did not reasonably or adequately secure Plaintiffs' PII; and

- Omitting, suppressing, and concealing the material fact that it did not comply with common law and statutory duties pertaining to the security and privacy of Plaintiffs' PII, including duties imposed by the FTC Act.

2. Reliance (California and Maryland)

Plaintiffs will satisfy the reliance requirement under California and Maryland law through common proof. The standard under the California "UCL is whether members of the public are likely to be deceived," making such claims "ideal for class certification because they will not require the court to investigate class members' individual interaction" with the representation. *In re Arris Cable Modem Consumer Litig.*, 327 F.R.D. 334, 364-65 (N.D. Cal. 2018). Likewise, under Maryland law, the reliance prong is satisfied "where it is substantially likely that the consumer would not have made the choice in question had the commercial entity disclosed the omitted information." *Willis v. Bank of Am. Corp.*, No. ELH-13-02615, 2014 WL 3829520, at *22 (D. Md. Aug. 1, 2014). Plaintiffs will show, through common proof, that:

- The Defendants' misrepresentations and omissions were likely to deceive the public; and/or
- There is a substantial likelihood that class members would have made different choices if the Defendants had disclosed that they would not protect Plaintiffs' PII.

The New York GBL does not require a plaintiff to prove reliance upon a defendant's deceptive practices. *Hasemann v. Gerber Prod. Co.*, 331 F.R.D. 239, 257 (E.D.N.Y. 2019).

3. Failure to Timely Disclose the Data Breach (Michigan)

The Michigan Identity Theft Protection Action ("ITPA") requires a business to provide notice of a security breach "without unreasonable delay" to a Michigan resident if their unencrypted and unredacted personal information is accessed by an unauthorized person. Mich. Comp. Laws § 445.72(1). Plaintiffs will show that Marriott's delayed notice failed to comply with the requirements of the ITPA.

4. Injury

Plaintiffs will show, through common evidence, that their damages from Marriott's conduct included, but were not limited to, the damages described in Section D below, depending on the statute at issue.

In addition, the New York GBL provides statutory minimum damages of $50 for each person who suffered a violation. N.Y. Gen. Bus. Law § 349(h). The New York GBL also allows for the trebling of damages up to $1,000 for each violation, if the court finds that the defendant willfully or knowingly violated the GBL. *Id.* Consistent with the Court's equitable consideration of the California UCL claim, the UCL provides restitution rather than compensatory damages. *See Chowning v. Kohl's Dep't Stores, Inc.*, 733 F. App'x 404, 405 (9th Cir. 2018). In this case, "the proper measure of restitution is 'the difference between what the plaintiff paid and the value of what the plaintiff received.'" *Id.* (quoting *In re Vioxx Class Cases*, 103 Cal. App. 4th 116, 103 (2009)). The Maryland CPA provides for the recovery of damages for any "injury or loss sustained by [a consumer] as the result of a practice prohibited by this title." Md. Code, Com. Law § 13-408.

D. Damages and Injunctive Relief

1. Common Damages under Rule 23(b)(3)

Plaintiffs seek to certify common, classwide damages claims related to: diminishment in the value of their personally identifiable information ("PII Value Damages"); overpayment related to staying at hotels that were not as secure as promised ("Benefit of the Bargain Damages"); statutory damages (where available), and/or nominal damages. PII Value Damages will be established through the testimony of Mr. Prince. Benefit of the Bargain Damages will be established through the testimony of Ms. Butler and Mr. Prince. Plaintiffs have not presented expert testimony in support of class certification related to statutory or nominal damages but reserve the right to do so for trial if the Court allows.

2. Individualized Damages under Rule 23(c)(4)

In addition, Plaintiffs seek individualized damages related to identity fraud, time spent responding to the breach, and other out of pocket losses. Plaintiffs propose that a common trial related to liability proceed with a second phase as to common damages. If there is a liability finding in favor of Plaintiffs, the Court can proceed with individual damages proceedings or other management tools for those members of the class seeking to make those claims. *See In re Exxon Valdez*, 270 F.3d 1215, 1225 (9th Cir. 2001); *see also* Fed. Judicial Center, *Bellwether Trials in MDL Proceedings: A Guide for Transferee Judges* 35 & n.56 (2019) ("In pursuing traditional or test case trials, the judge may conduct a unitary trial, bifurcate liability and damages, or create other helpful trial structures.") (quoting Fed. Judicial Cent., *Manual for Complex Litigation* § 22.93 (4th ed. 2004)).

3. Injunctive Relief under Rule 23(b)(2)

Plaintiffs also seek injunctive and declaratory relief. Plaintiffs will show through common proof that Defendants subjected all class members' PII to the same security vulnerabilities; class members' PII was compromised as a result of those vulnerabilities; Defendants are still in possession of class members' PII; and Defendants still have not adequately secured the PII. Injunctive relief is also available and can be resolved on a class-wide basis for the respective classes' claims under the California UCL (Cal. Bus. & Prof. § 17204) and New York GBL (N.Y. Gen. Bus. Law § 349(h)).

* * *

This trial plan only relates to the bellwether claims selected by the parties for this phase of the litigation. Depending on the Court's ruling concerning the Bellwether Plaintiffs' motion for class certification, portions of this trial plan may be amended or supplemented. Additionally, Plaintiffs anticipate that, prior to trial, they will meet and confer with Marriott and Accenture to develop jury instructions in keeping with the Court's precedent and procedures.

Dated: July 12, 2021

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Publicly-Available

In re: Marriott International Customer Data Security Breach Litigation,
No. 19-md-02879 (D. Md.)

Bellwether Plaintiffs' Motion for Class Certification

https://www.starwoodhotels.com/preferredguest/legal/spg_terms.html?EM=VTY_SPG_t&c_promotion#top

spg.com/terms

Terms & Conditions of the SPG Program

Effective September 23, 2016 Marriott International, Inc. and Starwood Hotels & Resorts Worldwide, Inc. merged to create one lodging company. Following the merger, the SPG Program and the Marriott Rewards program and the Ritz-Carlton Rewards program (collectively, the "Rewards Program"), will continue to operate as separate programs until a newly combined loyalty program is launched, which is expected to take place no earlier than 2018. Until then, the SPG Program and the Rewards Program will each have separate terms and conditions, including those governing how members will manage their accounts, book reservations, achieve elite status, earn and redeem points, the expiration of points as well as the ability to use points with third-party partners such as airline frequent flyer programs. Stays at hotels that participate in the SPG Program and the Rewards Program will continue to count toward earning points and achieving elite status in the program with which the applicable hotel is affiliated.

However, in order to extend immediate benefits of the merger to members of the SPG Program and the Rewards Program, members of both loyalty programs will have the opportunity to link their membership accounts, transfer points across accounts and even have their elite status matched across programs. For more details see **members.marriott.com** and helpful **Frequently Asked Questions**.

The terms and conditions below will continue to govern the operation of the SPG Program.

These terms and conditions (these "**SPG Program Terms**") govern the Starwood Preferred Guest® program (the "**SPG Program**") operated by Preferred Guest, Inc., Starwood Hotels & Resorts Worldwide, LLC (a subsidiary of Marriott International, Inc.) and their affiliates (collectively, "**Starwood**") on behalf of Starwood, the SPG Participating Hotels and their partners. By becoming a member of the SPG Program (an "**SPG Member**") and receiving and redeeming benefits of the SPG Program including, without limitation, Starpoints®, each SPG Member agrees that he/she has:

- • read, understood and accepted these SPG Program Terms;
- • read, understood and accepted the **Website Terms of Use** which are incorporated by reference herein; and
- • provided consent for Starwood, the SPG Participating Hotels, the SPG Partner Hotels and their authorized third-party agents to process data that is personal to him/her, and to disclose such data to third parties, in accordance with **Starwood's Privacy Statement**.

These SPG Program Terms supersede all previous terms and conditions of the SPG Program. Starwood may at any time amend, modify or supplement these SPG Program Terms, and continued participation in the SPG Program will constitute an SPG Member's acceptance of any such amendment, modification, or supplementation. SPG Members are responsible for remaining knowledgeable of the SPG Program Terms and any changes, modifications, or additions to the SPG Program.

- 1. JOINING THE SPG PROGRAM
- 2. EARNING STARPOINTS
- 3. REDEEMING STARPOINTS
- 4. OTHER STARPOINTS INFORMATION
- 5. SPG PROMOTION REWARDS
- 6. EARNING ELIGIBLE NIGHT CREDITS
- 7. OTHER BENEFITS OF SPG MEMBERSHIP
- 8. EARNING ELITE MEMBERSHIP STATUS
- 9. BENEFITS OF ELITE STATUS
- 10. RESTRICTED OPPORTUNITIES FOR PROFESSIONAL MEETING PLANNERS ("SPG PRO")
- 11. VISTANA SIGNATURE EXPERIENCES

- 12. CANCELLATION OF MEMBERSHIP
- 13. OTHER PRINCIPLES

1. JOINING THE SPG PROGRAM

1.1 ***Eligibility.*** Membership in the SPG Program is free and is available to any individual over the age of majority that: (a) possesses the legal authority to agree to the SPG Program Terms; (b) resides in a jurisdiction that legally permits participation in the SPG Program; (c) is not a resident of Cuba, Iran, North Korea, Sudan, Syria, or the Crimea region of Ukraine; (d) provides valid and accurate personal information when enrolling in the SPG Program; (e) is not already a member of the SPG Program (i.e., does not already have an SPG Member account); and (f) has not previously been terminated from the SPG Program by Starwood.

1.2 ***Hotels.*** For purposes of the SPG Program Terms:

- 1.2.a. **"SPG Participating Hotels"** are hotels, resorts, and other transient stay properties operated under the Aloft, Element, Four Points, Le Méridien, Sheraton, St. Regis, The Luxury Collection, Tribute Portfolio, W Hotels, and Westin brands that are owned, managed or franchised by Starwood and the following non-branded hotels: Hotel Mandji, Hotel Talisa, Vail, Vistana Beach Club, and The Tremont Chicago Hotel at Magnificent Mile.
- 1.2.b. **"SPG Partner Hotels"** are hotels, resorts, and other transient stay properties that are listed here for so long as such hotels, resorts and other transient stay properties are bookable through the Starwood Partner Channels.
-
  - i. **"Starwood Partner Channels"** are collectively the Starwood Websites, the SPG Apps, and the Starwood Customer Contact Centers.
  - ii. A **"Starwood Website"** is a website operated by or on behalf of Starwood or an SPG Participating Hotel which are currently starwoodhotels.com, spg.com, stregis.com, theluxurycollection.com, whotels.com, lemeriedien.com, fourpoints.com, aloft.com, element.com, sheraton.com, tributeportfolio.com and westin.com.
  - iii. An **"SPG App"** is a downloadable application operated by or on behalf of Starwood in connection with the SPG Program including, without limitation, the iPhone and Android versions thereof.

1.3 ***Enrollment.*** An individual may apply to enroll in the SPG Program by fully and accurately completing an application on the SPG Program website (**www.spg.com**), at an SPG Participating Hotel, or through another enrollment channel.

Starwood may deny membership in the SPG Program to any applicant in its sole discretion and without written notice.

1.4 ***Individual Memberships.*** All SPG Member accounts are individual accounts and no joint accounts are permitted. SPG Program benefits are nontransferable unless expressly stated otherwise.

1.5 ***Membership Levels.***

- 1.5.a. *Preferred Guest*. The base membership level in the SPG Program is Preferred Guest.
- 1.5.b. *Elite Preferred Guest Membership*. Upon reaching certain milestones, an SPG Member will earn elite membership status and become a Gold Preferred Guest or a Platinum Preferred Guest (collectively, "**Elite Preferred Guest Membership Status**"). The requirements for earning these statuses are listed in Section 8.2 (Gold Preferred Guest) and Section 8.3 (Platinum Preferred Guest).
- 1.5.c. *SPG Lifetime Membership*. Upon reaching certain milestones, an SPG Member may earn SPG Lifetime Gold Status or SPG Lifetime Platinum Status. The requirements for earning these statuses are listed in Section 8.4 (SPG Lifetime Gold) and Section 8.5 (SPG Lifetime Platinum).
- 1.5.d. *Associate Membership*. Employees of Starwood and SPG Participating Hotels may only participate in the SPG Program through specially designated associate programs. Information on associate programs is available on Starwood's intranet and through other Starwood channels.
- 1.5.e. *Corporate Membership*. Only individuals are eligible to participate in the SPG Program. There are no corporate memberships in the SPG Program.

1.6 ***Personal Profile.*** Information provided by an SPG Member will be maintained in a personal preference profile. All information provided by an SPG Member in his/her personal profile must be valid and accurate and must be kept current. Any credit card information included in an SPG Member's profile will be used by SPG Participating Hotels and SPG Partner Hotels to guarantee the SPG Member's stay and to apply stay charges, unless a different credit card is provided at the time of reservation, at check-in or at check-out. An SPG Member may change his/her credit card authorization for future transactions by changing his/her information on the SPG Program website (**www.spg.com**) or by contacting the **Customer Contact Center**. An SPG Member must notify Starwood if the authorized credit card is lost, stolen, invalidated or has expired.

1.7 ***SPG Pro.*** Any SPG Member who qualifies as an SPG Pro Professional Meeting Planner (as outlined in Section **10.1.a**.) may also be eligible to participate in SPG Pro as described on the SPG Program website (**www.spg.com**) under "**www.spg.com/meetingplanner**"

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2. EARNING STARPOINTS

2.1 ***Earning Opportunities at SPG Participating Hotels.***

- 2.1.a. *Eligible Charges*. An SPG Member will earn:
  - i. two base Starpoints for Eligible Charges at SPG Participating Hotels for each US dollar or the currency equivalent that is incurred and paid for by the SPG Member if he/she is not a Gold Preferred Guest or a Platinum Preferred Guest as of the date that Starpoints are posted to the SPG Member's account;
  - ii. two base Starpoints and one bonus Starpoint for Eligible Charges at SPG Participating Hotels for each US dollar or the currency equivalent that is incurred and paid for by the SPG Member if he/she is a Gold Preferred Guest or Platinum Preferred Guest (and has not earned a minimum of 75 Eligible Nights in a Qualifying Period) as of the date that Starpoints are posted to the SPG Member's account; or
  - iii. two base Starpoints and two bonus Starpoints for Eligible Charges at SPG Participating Hotels for each US dollar or the currency equivalent that is incurred and paid for by the SPG Member if he/she is a Platinum Preferred Guest (and has earned a minimum of 75 Eligible Nights in a Qualifying Period) as of the date Starpoints are posted to the SPG Member's account.
  - An SPG Member may only earn Starpoints for Eligible Charges pursuant to one of Section **2.1.a.i**, Section **2.1.a.ii** or Section **2.1.a.iii**.
  - A. "**Eligible Charges**" are:
    - (1) charges incurred during a stay in a guest room at an SPG Participating Hotel by an SPG Member on his/her folio for up to three guest rooms, including, without limitation:
      - (a) Eligible Rates for Stays;
      - (b) food and beverage (excluding alcoholic beverage where prohibited by law) and excluding charges incurred at restaurants that are not located within or adjacent to SPG Participating Hotels;
      - (c) direct-dialed in-room telephone and direct-dialed in-room fax;
      - (d) laundry/valet; and
      - (e) in-room movies and video games;
      - provided that the SPG Member provides his/her SPG Member number at the time of reservation or at check-in and stays in one of the reserved guest rooms and pays for the charges. Eligible Charges do not include any complimentary services, SPG Awards, SPG Promotion Rewards or any other fees or charges including, without limitation: (A) charges for banquets, meetings or other functions, with the exception of Starpoints earned in connection

with an Eligible Event; (B) other fees paid including, without limitation, parking, business center, high-speed internet access, retail stores, spa products and services and greens fees; and (C) taxes, gratuities, service charges, mandatory or automatic charges (e.g., resort charges) and other applicable charges; or

- (2) charges incurred by the SPG Member, when an SPG Member is not staying in a guest room at an SPG Participating Hotel, for food and beverage (excluding alcoholic beverage where prohibited by law) at restaurants located within or adjacent to SPG Participating Hotels if:
  - (a) the restaurant permits guests to charge food and beverage on their folios;
  - (b) the charges are greater than $10 USD (excluding taxes and gratuities);
  - (c) the food and beverage is not in connection with a banquet, meeting or other function that is excluded from Eligible Charges as provided in Section 2.1.a.iii.(A)(1); and
  - (d) the SPG Member provides his/her SPG Member number at the time of payment.

- B. A "**Stay**" is a stay of one or more consecutive nights at the same SPG Participating Hotel by an SPG Member who: (A) provides his/her SPG Member number at the time of reservation or at check-in; (B) pays an Eligible Rate or redeems an SPG Award or an SPG Promotion Reward for the stay; and (C) stays in one of the reserved guest rooms. If an SPG Member checks out of a guest room and then checks back in to a guest room at the same SPG Participating Hotel on the same day, it will count as a single stay for purposes of calculating Stays. An SPG Member may only earn Starpoints, Eligible Nights and Eligible Stays for up to three guest rooms during any Stay if he/she stays in one of the reserved guest rooms and pays an Eligible Rate or redeems an SPG Award or an SPG Promotion Reward for all of the guest rooms.
- C. An "**Eligible Stay**" is a credit awarded pursuant to these SPG Program Terms that counts towards earning the respective "Eligible Stay" thresholds for Elite Preferred Guest Membership Status (as described in Section 8.2 and Section 8.3), SPG Lifetime Gold Status (as described in Section 8.4.a.) or SPG Lifetime Platinum Status (as described in Section 8.5.a.).
- D. An "**Eligible Rate**" is the rate an SPG Member pays for a stay in a guest room at an SPG Participating Hotel unless:
  - (1) the guest room was booked through a tour operator, online travel channel or other third-party channel including, without limitation, expedia.com, hotwire.com, priceline.com, orbitz.com, booking.com, travelocity.com, ctrip.com, and elong.com;
  - (2) the guest room was booked at a group rate as part of an event, meeting, conference or organized tour, and the SPG Member does not directly pay the SPG Participating Hotel for such room;
  - (3) the guest room was booked at a tour operator, wholesaler, or crew room rate including, without limitation, STARNet and STARPRO;
  - (4) the guest room was booked at an employee or friends and family rate or a Starwood business rate;
  - (5) the guest room was provided complimentary; or
  - (6) a voucher or third-party award (*e.g.*, Aeroplan room award, Air Miles room award) was redeemed for the guest room.

- 2.1.b. *Eligible Events*.
  - i. *Ability to Earn Starpoints for Eligible Events*. If any SPG Member enters into an agreement with an SPG Participating Hotel to hold an Eligible Event at an SPG Participating Hotel ("**Eligible Event Agreement**"), the SPG Member will earn:
    - A. one base Starpoint for every $3 US dollar or the currency equivalent that is incurred and paid for Eligible Event Charges, up to a maximum of 20,000 Starpoints per Eligible Event Agreement if he/she is not a Gold Preferred Guest or a Platinum Preferred Guest as of the date that Starpoints are posted to the SPG Member's account;
    - B. one base Starpoint for every $2 US dollar (one base Starpoint and one-half bonus Starpoint for every $3 US dollar) or the currency equivalent that is incurred and paid for Eligible Event Charges, up to a maximum of 30,000 Starpoints per Eligible Event Agreement, if he/she is a Gold Preferred

Guest or is a Platinum Preferred Guest and has not earned a minimum of 75 Eligible Nights in a Qualifying Period as of the date that Starpoints are posted to the SPG Member's account; or

- C. one base Starpoint and one bonus Starpoint for every $3 US dollar or the currency equivalent that is incurred and paid for Eligible Event Charges, up to a maximum of 40,000 Starpoints per Eligible Event Agreement, if he/she is a Platinum Preferred Guest and has earned a minimum of 75 Eligible Nights in a Qualifying Period as of the date that Starpoints are posted to the SPG Member's account.
- An SPG Member may only earn Starpoints for Eligible Events pursuant to one of Section **2.1.b.i.(A)**, Section **2.1.b.i.(B)** or Section **2.1.b.i.(C)**.

- (1) An "**Eligible Event**" is an event or meeting that is booked by an SPG Member who provides his/her SPG Member number in the applicable Eligible Event Agreement and is held at an SPG Participating Hotel. An Eligible Event will not include: (a) any booking of guest rooms, regardless of the number of guest rooms, that is booked in any manner other than under an Eligible Event Agreement, (b) any booking of guest rooms on behalf of an employer, client or principal that has elected (whether through an agreement with an SPG Participating Hotel or otherwise) to have Starpoints awarded to another individual or entity, (c) any booking of guest rooms that are complimentary or barter rooms or meetings. or (d) any event or meeting, or booking of guest rooms by:
  i. a government employee, official, or someone acting on behalf of a government agency or department booking an event on behalf of his/her employing entity;
  ii. an employee of, or someone acting on behalf of, a state-owned or state-controlled entity ("SOE") booking an event on behalf of his/her employing entity;
  iii. an intermediary booking an event on behalf of a non-U.S. government entity or SOE; or
  iv. at hotels in Asia Pacific, an intermediary booking an event on behalf of any government entity (U.S. or non-U.S.) or SOE.
  - For example, any event or meeting booked by government employees, officials, employees of SOEs and those acting on behalf of government agencies, departments and SOEs booking an event on behalf of their employing entity, as well as third-party commercial intermediaries booking on behalf of a non-U.S. governmental entity or SOE does not qualify as an Eligible Event. In addition, for hotels in Asia Pacific, events booked by an intermediary on behalf of any government entity (U.S. or non-U.S.) or SOE does not quality as an Eligible Event.
  - (2) "**Eligible Event Charges**" are any amounts incurred and paid for an Eligible Event under the applicable Eligible Event Agreement including, without limitation, all group room revenue, meeting room rental revenue, and catering revenue that is included in the Eligible Event Agreement, and excluding charges for guest room incidentals and for food and beverage that is not included in the Eligible Event Agreement (*e.g.* charges at a restaurant within the SPG Participating Hotel), taxes, gratuities, and related charges.

- ii. *Additional Conditions with respect to Earning Starpoints for Eligible Events.*

- A. If the Eligible Event is booked by an SPG Member on behalf of his/her employer, principal or client, the SPG Member is responsible for notifying his/her employer, principal or client of any Starpoints received in connection with such Eligible Event and for complying with any applicable laws, gift policies and incentive policies.
- B. The SPG Member agrees to indentify and hold harmless Starwood from any liability, costs and damages relating to claims of any third party arising from a failure to disclose the receipt of Starpoints or any other incentives.
- Any SPG Member who qualifies as an SPG Pro Professional Meeting Planner may also be eligible to participate in SPG Pro as described in Section 10.1.a and as described on the SPG Program website **www.spg.com** under **www.spg.com/meetingplanner**

2.2 ***Earning Opportunities at SPG Partner Hotels.***

- 2.2.a. *Partner Eligible Charges*. An SPG Member will earn:

- i. two base Starpoints for Partner Eligible Charges at SPG Partner Hotels for each US dollar or the currency equivalent that is incurred and paid for by the SPG Member if he/she is not a Gold

Preferred Guest or a Platinum Preferred Guest as of the date that Starpoints are posted to the SPG Member's account;

- ii. two base Starpoints and one bonus Starpoint for Partner Eligible Charges at SPG Partner Hotels for each US dollar or the currency equivalent that is incurred and paid for by the SPG Member if he/she is a Gold Preferred Guest or Platinum Preferred Guest (and has not earned a minimum of 75 Eligible Nights in a Qualifying Period) as of the date that Starpoints are posted to the SPG Member's account; or
- iii. two base Starpoints and two bonus Starpoints for Partner Eligible Charges at SPG Partner Hotels for each US dollar or the currency equivalent that is incurred and paid for by the SPG Member if he/she is a Platinum Preferred Guest (and has earned a minimum of 75 Eligible Nights in a Qualifying Period) as of the date Starpoints are posted to the SPG Member's account.
- An SPG Member may only earn Starpoints for Partner Eligible Charges pursuant to one of Section 2.2.a.i, Section 2.2.a.ii or Section 2.2.a.iii.

- A. "**Partner Eligible Charges**" are:
  - (1) charges incurred during a Partner Stay in a guest room at an SPG Partner Hotel by an SPG Member on his/her folio for up to three guest rooms, including, without limitation:
    - (a) Partner Eligible Rates for Partner Stays;
    - (b) food and beverage (excluding alcoholic beverage where prohibited by law) and excluding charges incurred at restaurants that are not located within or adjacent to SPG Partner Hotels;
    - (c) direct-dialed in-room telephone and direct-dialed in-room fax;
    - (d) laundry/valet; and
    - (e) in-room movies and video games;
    - provided that the SPG Member provides his/her SPG Member number at the time of reservation and stays in one of the reserved guest rooms and pays for the charges. Partner Eligible Charges do not include any complimentary services, SPG Awards, SPG Promotion Rewards or any other fees or charges including, without limitation: (A) charges for banquets, meetings or other functions; (B) other fees paid including, without limitation, parking, business center, high-speed internet access, retail stores, spa products and services and greens fees; and (C) taxes, gratuities, service charges, mandatory or automatic charges (e.g., resort charges) and other applicable charges.
- B. A "**Partner Stay**" is a stay of one or more consecutive nights at the same SPG Partner Hotel by an SPG Member who: (A) provides his/her SPG Member number at the time of reservation ; (B) pays a Partner Eligible Rate; and (C) stays in one of the reserved guest rooms. If an SPG Member checks out of a guest room and then checks back in to a guest room at the same SPG Partner Hotel on the same day, it will count as a single stay for purposes of calculating Stays. An SPG Member may only earn Starpoints, Eligible Nights and Eligible Stays for up to three guest rooms during any Partner Stay if he/she stays in one of the reserved guest rooms and pays an Eligible Rate for all of the guest rooms.
- C. A "**Partner Eligible Rate**" is the rate an SPG Member pays for a stay in a guest room at an SPG Partner Hotel booked through a Starwood Partner Channel. For the avoidance of doubt, a Partner Eligible Rate will never include a stay booked:
  - (1) through a tour operator, online travel channel or other third-party channel including, without limitation, expedia.com, hotwire.com, priceline.com, orbitz.com, booking.com, travelocity.com, ctrip.com, and elong.com;
  - (2) at a group rate as part of an event, meeting, conference or organized tour, and the SPG Member does not directly pay the SPG Partner Hotel for such room;
  - (3) the guest room was booked at a tour operator, wholesaler, or crew room rate;
  - (4) the guest room was provided complimentary; or
  - (5) a voucher or third-party award was redeemed for the guest room.

2.3 ***Foreign Exchange.*** The amount of Starpoints earned at SPG Participating Hotels and SPG Partner Hotels where a non-USD currency is used will be calculated based on Eligible Charges converted to US dollars at the exchange rate selected by Starwood. This may be the foreign exchange rate used by an

SPG Participating Hotel or an SPG Partner Hotel at check-in, at check-out or another rate selected by Starwood and may not be the same rate used for currency conversions on the SPG Member's folio.

2.4 *Other Starpoint Earning Opportunities.*

- 2.4.a. *Merchandise and Services*. An SPG Member may earn Starpoints by purchasing merchandise or services from companies that are affiliated with the SPG Program including, without limitation, the credit card companies, car rental companies, airlines and other ground transportation companies listed on the SPG Program website (**www.spg.com**) under "**Partners**." Starpoints earned in connection with the purchase of merchandise or services are subject to these SPG Program Terms along with any applicable terms and conditions of the partner.
- 2.4.b. *Transferring Rewards Program Currency into Starpoints*. An SPG Member may transfer Rewards Program, American Express Membership Rewards Program and Diner's Club Rewards Program currency into Starpoints pursuant to the terms and conditions of the applicable program. Starwood may limit the redemption options available for Starpoints earned through transfer.
- 2.4.c. *Buying Starpoints*. An SPG Member may buy Starpoints to supplement the Starpoint balance in his/her SPG Program account. Starpoint purchases can be made by members whose accounts have been active for a minimum of 14 days. Accounts that are less than the required 14 days in age will have the purchase attempt cancelled. Additional information about buying Starpoints is available on the SPG Program website (**www.spg.com**) under "**Buy Starpoints**."

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3. REDEEMING STARPOINTS

3.1 ***SPG Awards.*** An SPG Member may redeem Starpoints to obtain designated awards and benefits ("**SPG Awards**") including, without limitation, rooms at SPG Participating Hotels, rooms at SPG Partner Hotels, flights, SPG Moments experiences and other services and merchandise. A full listing of current Starpoint redemption options and their respective terms and conditions is available on the SPG Program website (**www.spg.com**) under "**Redemption Options**."

- 3.1.a. Starpoints and SPG Awards may not be exchanged or redeemed by an SPG Member for cash, prizes or credit.
- 3.1.b. Starpoints posted as the result of a transfer or earned from the use of credit cards may not be redeemable for certain SPG Awards.
- 3.1.c. SPG Awards are typically non-transferable, but certain SPG Awards may be given to a third party where an SPG Member makes the request at the time the SPG Award is issued. In the event that an SPG Award is given to a third party in accordance with the prior sentence, neither the SPG Member nor the third party will earn any Starpoints, Eligible Nights, or Eligible Stays in connection with such SPG Award. The guest using the SPG Award may be required at check-in to show proper identification and provide a credit card to the SPG Participating Hotel or SPG Partner Hotel for incidental charges.
- 3.1.d. SPG Awards believed to have been bartered, sold, exchanged, or issued fraudulently, or issued to someone other than the eligible SPG Member, will be void and will not be honored.

3.2 ***Rooms at Hotels.*** An SPG Member may redeem Starpoints for single or double occupancy rooms at SPG Participating Hotels and SPG Partner Hotels including, without limitation, for Free Night Awards. A full list of these room redemption SPG Award options and their respective terms and conditions is available on the SPG Program website (**www.spg.com**) under "**Redemption Options**."

- 3.2.a. Redeeming Starpoints for rooms at SPG Participating Hotels and SPG Partner Hotels is subject to availability at the time of reservation and advanced reservations are required.
- 3.2.b. The standard guarantee and cancellation policies of an SPG Participating Hotel or an SPG Partner Hotel will apply to SPG Award reservations including, without limitation, all minimum length of stay requirements, credit card guarantee requirements and charges for late cancellation, no-shows, and early check-out.

- 3.2.c. Charges for hotel services and other incidentals are not included when Starpoints are redeemed for rooms at SPG Participating Hotels and SPG Partner Hotels and will be the responsibility of the SPG Member.
- 3.2.d. The amount of Starpoints needed to obtain rooms at SPG Participating Hotels and SPG Partner Hotels varies by the category of the SPG Participating Hotel or SPG Partner Hotel and the category of rooms available at the SPG Participating Hotel or SPG Partner Hotel and may also vary by time of year. A list of SPG Participating Hotel and SPG Partner Hotel categories is available on the SPG Program website(**www.spg.com**) under "**Hotel Categories**". Starwood may change the category in which a specific SPG Participating Hotel or SPG Partner Hotel is classified at any time.
- 3.2.e. SPG Awards may only be used for up to a total of nine guest rooms on the same date at the same SPG Participating Hotel or SPG Partner Hotel.
- 3.2.f. Any SPG Awards redeemed by an SPG Member for up to three guest rooms on the same date at the same SPG Participating Hotel or SPG Partner Hotel will count towards such SPG Member reaching the Eligible Night and Eligible Stay milestones needed to earn Elite Preferred Guest Membership Status, SPG Lifetime Gold Status or SPG Lifetime Platinum Status if the SPG Member stays in one of the rooms; however, such nights and stays will not count towards achieving any milestones required to obtain an SPG Promotion Reward.
- 3.2.g. If an SPG Member fails to cancel a guaranteed SPG Award reservation within the permitted cancellation time, the SPG Participating Hotel or SPG Partner Hotel will charge the applicable cancellation fee to the credit card provided by the SPG Member at the time the reservation was made and the Starpoints that had been redeemed will be re-deposited into the SPG Member's account. For Free Night Awards only, an SPG Member may request a refund of the applicable cancellation fees charged by forfeiting the portion of the Starpoints that he/she had redeemed for the SPG Award necessary to cover the applicable cancellation fees by emailing his/her request to **chargechange@starwoodhotels.com** no later than 60 days after the reservation arrival date, provided that the SPG Member has adequate Starpoints in his/her account.
- 3.2.h. If an SPG Participating Hotel or SPG Partner Hotel exits the SPG Program for any reason after an SPG Member makes an SPG Award reservation but before the SPG Member's stay, Starwood will use reasonable efforts to have such former SPG Participating Hotel or SPG Partner Hotel honor the reservation or assist in arranging equivalent accommodations nearby; however, Starwood cannot guarantee that any SPG Awards, upgrades or any other benefits that an SPG Member may earn under the SPG Program will be honored.
- 3.2.i. At properties in India, an SPG Member who accepts a room upgrade, if offered, will be charged taxes based on the published retail (RACK) room rate applicable to the type of room given.

3.3 ***Other Starpoints Redemption Options.***

- 3.3.a. *Instant Awards*. An SPG Member may redeem his/her Starpoints instantly for a variety of hotel products and services during his/her stay at certain SPG Participating Hotels or in connection with an Eligible Event (collectively, "**Instant Awards**"). The products and services available for Instant Awards (including, without limitation, in connection with an Eligible Event), and the corresponding Starpoints required for redemption, vary by SPG Participating Hotel. Instant Awards will be fulfilled through a credit reflected on the SPG Member's folio or on the invoice for the Eligible Event. Only Starpoints posted to an SPG Member's account by time of check-in for the applicable stay or Eligible Event may be used for Instant Award redemptions. Instant Awards may not be used to pay for the rate of any guest room.
- 3.3.b. *Merchandise Awards*. An SPG Member may redeem his/her Starpoints for merchandise (a "**Merchandise Award**") from companies that are affiliated with the SPG Program including, without limitation, the companies listed on the SPG Program website (**www.spg.com**) under "**Redeem Starpoints**." Starpoints redeemed in connection with Merchandise Awards are subject to these SPG Program Terms along with any applicable terms and conditions of the partner.
- 3.3.c. *SPG Flights*. An SPG Member may redeem his/her Starpoints for airline tickets from select SPG Flights program partners. More information about the SPG Flights program may be obtained on the SPG Flights website (**www.spgflights.com**).
- 3.3.d. *SPG Moments*. SPG Members may use Starpoints to bid on experiences and events through the SPG Moments online auction website. More information about experiences and events may be obtained on the SPG Moments website (**www.spg.com/moments**).

- 3.3.e. *Transferring Starpoints to other Loyalty Programs.* An SPG Member may transfer Starpoints to the Rewards Program, SPG Program participating airline frequent flyer programs or other SPG Program affiliate loyalty accounts. Transfers of Starpoints may not be rescinded or reversed. Transfers of Starpoints may be delayed if they are suspected to be fraudulent. Transfers found to be fraudulent will be voided. More information about transferring Starpoints to the Rewards Program may be obtained on members.marriott.com and other transferinformation may be obtained on the SPG Program website (www.spg.com) under "Redeem Starpoints."

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4. OTHER STARPOINTS INFORMATION

4.1 ***Transferring Starpoints to SPG Member Accounts.***

- 4.1.a. *SPG Members Who Reside at Same Address.* In Starwood's sole discretion, an SPG Member may be permitted to transfer Starpoints from one SPG Member account to another SPG Member account under specific conditions. Generally, Starpoints may transfer if both SPG Members are active, consent to the transfer, and share the same residential mailing address that is not a P.O. Box, APO or SPO address for a minimum of 30 days prior to requesting the transfer. SPG Members may be required to provide proof of residency prior to Starwood transferring the Starpoints between the two accounts. Elite Preferred Guest Membership Status and the related benefits will not transfer to the recipient of the Starpoints.
- 4.1.b. *Death.* In the event of death, Starwood may, in its sole discretion, allow unredeemed Starpoints to be transferred to a family member or a friend who is an active SPG Member upon Starwood's receipt and review of all requested documentation and communications. Elite Preferred Guest Membership Status, SPG Lifetime Gold Status, SPG Lifetime Platinum Status and the related benefits, including, without limitation, Eligible Nights and Eligible Stays, will not transfer to the recipient of the Starpoints.
- 4.1.c. *Divorce.* In the event of an adjudicated divorce settlement, Starwood may, in its sole discretion, allow unredeemed Starpoints to be transferred from one SPG Member's account to another SPG Member's account upon Starwood's receipt and review of all requested documentation and communications including, without limitation, legal documents directing such a transfer of Starpoints. Elite Preferred Guest Membership Status, SPG Lifetime Gold Status, SPG Lifetime Platinum Status and the related benefits, including, without limitation, Eligible Nights and Eligible Stays, will not transfer to the recipient of the Starpoints.

4.2 ***Forfeiting Starpoints***. Starpoints earned or otherwise obtained by an SPG Member will forfeit without notice if the SPG Member becomes Inactive. An SPG Member is considered ***"Inactive"*** if during a 12-month period: (a) the SPG Member has not had a Stay at an SPG Participating Hotel; (b) the SPG Member has not earned or redeemed any Starpoints; or (c) the SPG Member's account has been cancelled. The forfeiture of Starpoints does not apply to SPG Members who have achieved SPG Lifetime Gold or SPG Lifetime Platinum Status, as well as Vistana Owners to whom the obligations in Section 11 apply.

4.3 ***Fraudulent Activity***. If an SPG Member suspects or learns of any fraudulent activity related to their SPG Member account, including, without limitation, unauthorized redemption or transfer of Starpoints, the SPG Member must report the fraudulent activity within 60 days of it occurring to a **Customer Contact Center**. Credit or debit of any Starpoints in question to the SPG Member will be at Starwood's sole discretion.

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5. SPG PROMOTION REWARDS

5.1 ***Promotions and Special Offers***. An SPG Member may, from time to time, earn designated rewards and benefits ("**SPG Promotion Rewards**") including, without limitation, bonus Starpoints, Eligible Nights, free nights at SPG Participating Hotels and gift cards, by participating in a promotion or a special offer in accordance with its terms and conditions (i.e., achieving milestones within a limited time period, registering for the promotion).

5.2 ***Additional Terms***.

- 5.2.a. For any SPG Promotion Rewards that awards multiplied Starpoints (e.g., double Starpoints) in addition to any Starpoints that an SPG Member would otherwise earn pursuant to these SPG Program Terms, the multiplier applies only to the standard base Starpoints that an SPG Member would be eligible to earn pursuant to these SPG Program Terms without taking into account his/her Elite Preferred Guest Membership Status, if any, and the multiplier never applies to bonus Starpoints offered as a result of such SPG Member's Elite Preferred Guest Membership Status or otherwise. For example, if an SPG Member is a Gold Preferred Guest and he/she is eligible to earn multiplied Starpoints pursuant to an SPG Promotion Reward, he/she will only be awarded multiplied Starpoints pursuant to such SPG Promotion Reward based on the amount of Starpoints that he/she would have earned pursuant to these SPG Program Terms if he/she was not a Gold Preferred Member (regardless of the fact that he/she actually was a Gold Preferred Member).
- 5.2.b. SPG Promotion Rewards that include a free night (e.g., Free Weekend Night Awards, Free Resort Night Awards) may be used for up to a total of nine guest rooms on the same date at the same hotel that is participating in the promotion, provided that the SPG Member that earned such SPG Promotion Reward must be staying in one of the guest rooms during such stay
- 5.2.c. If an SPG Member redeems an SPG Promotion Rewards that include free nights (e.g., Free Weekend Night Awards, Free Resort Night Awards) for up to three guest rooms on the same date at the same hotel that is participating in the promotion, he/she will earn Eligible Nights and Eligible Stays for such rooms for purposes of earning Elite Preferred Guest Membership Status, SPG Lifetime Gold Status and SPG Lifetime Platinum Status if the SPG Member stays in one of the rooms; however, such nights and stays will not count towards achieving any milestones required to obtain another SPG Promotion Reward.
- 5.2.d. If any SPG Promotion Rewards include bonus Eligible Nights or Eligible Stays, such Eligible Nights or Eligible Stays will only count towards such SPG Member earning Elite Preferred Guest Membership Status, but will not count towards such SPG Member earning SPG Lifetime Gold Status or SPG Lifetime Platinum Status or towards achieving any milestones required to obtain any other SPG Promotion Rewards.
- 5.2.e. Starwood may correct SPG Promotion Rewards shown as credited to an SPG Member at any time.
- 5.2.f. SPG Promotion Rewards may not be exchanged or redeemed for cash, prizes or credit and are typically non-transferable.

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6. EARNING ELIGIBLE NIGHTS.

6.1 ***Eligible Night***. An **"Eligible Night"** is a credit awarded pursuant to these SPG Program Terms that counts towards earning the respective "Eligible Night" thresholds for Elite Preferred Guest Membership Status (as described in Section **8.2** and Section **8.3**), SPG Lifetime Gold Status (as described in Section **8.4.a.**) or SPG Lifetime Platinum Status (as described in Section **8.5.a.**).

6.2 ***Individual Earning for Eligible Nights*** An SPG Member will earn one Eligible Night towards earning Elite Preferred Guest Membership Status, SPG Lifetime Gold Status and SPG Lifetime Platinum Status (i) for every night during a Stay at an SPG Participating Hotel for which the SPG Member pays an Eligible Rate or redeems an SPG Award or an SPG Promotion Reward, and (ii) for every night during a Stay at an SPG Partner Hotel for which the SPG Member pays a Partner Eligible Rate.

6.3 ***Earning Eligible Nights for Eligible Events*** An SPG Member will earn one Eligible Night towards earning Elite Preferred Guest Membership Status, SPG Lifetime Gold Status and SPG Lifetime Platinum

Status for every 20 guest room nights that are paid for during an Eligible Event at an SPG Participating Hotel under an Eligible Event Agreement, up to a maximum of 20 Eligible Nights for any Eligible Event. For example, if there are 15 guest rooms that are paid for on each night of a 3 night Eligible Event, there will be a total of 45 guest room nights that are paid for, and the eligible SPG Member will earn 2.25 Eligible Nights. Partial Eligible Nights will be maintained by Starwood and will only be credited to an SPG Member's account once a full Eligible Night has been earned by the SPG Member. Partial Eligible Nights will not be rounded up to the next full Eligible Night under any circumstances.

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7. OTHER BENEFITS OF SPG MEMBERSHIP

7.1 ***Member Service Number***. An SPG Member will have access to SPG Member Service Telephone Numbers for reservations, customer service and SPG Award requests at the **Starwood Preferred Guest Customer Care Website**.

7.2 ***35% Discount***. An SPG Member is eligible to receive a discount of 35% off the published retail (RACK) room rate applicable to the type of room given at SPG Participating Hotels, based on availability of the 35% Off Rate Plan (SPG35) at the time of reservation. Advance reservations are required.

7.3 ***Complimentary Internet Access.*** An SPG Member who books a Stay at an SPG Participating Hotel through a Starwood Website or an SPG App will receive: (i) complimentary standard in-room Internet access during the Stay if he/she is not a Gold Preferred Guest or a Platinum Preferred Guest at least 24 hours prior to the Stay; or (ii) complimentary premium in-room Internet access during the Stay if he/she is a Gold Preferred Guest or a Platinum Preferred Guest at least 24 hours prior to the Stay ("**Internet Access Benefit**").

- 7.3.a An SPG Member will only receive the Internet Access Benefit if the reservation for the Stay includes his/her SPG Member account number at least 24 hours prior to check-in for the Stay.
- 7.3.b The Internet Access Benefit is limited to one room per eligible SPG Member per Stay regardless of how many rooms have been reserved, and the SPG Member must stay in the guest room and pays for the charge.
- 7.3.c No incremental benefit will be provided at SPG Participating Hotels that offer complimentary in-room Internet access to all guests.
- 7.3.d SPG Participating Hotels that have mandatory resort charges that include Internet access will provide a replacement benefit, to be determined at each SPG Participating Hotel's discretion.
- 7.3.e Employees of Starwood and SPG Participating Hotels are not eligible for the Internet Access Benefit.

7.4 ***SPG Partner Hotel Benefits***. An SPG Member that books a Partner Stay at an SPG Partner Hotel through a Starwood Partner Channel will receive: (a) complimentary standard in-room Internet access during the Partner Stay; and (b) a complimentary bottle of water per guest per day in the guest room. All services, amenities and benefits are subject to availability and subject to the terms and conditions of each SPG Partner Hotel. Not all services, amenities and benefits are offered at all SPG Partner Hotels.

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8. EARNING ELITE MEMBERSHIP STATUS

8.1 ***Qualifying Period***. The qualifying period for an SPG Member to earn Elite Preferred Guest Membership Status and become a Gold Preferred Guest or a Platinum Preferred Guest is from January 1st through December 31st of each year (the "**Qualifying Period**"). Once an SPG Member reaches Elite Preferred Guest Membership Status, the applicable benefits will commence during that Qualifying Period and continue through February of the second calendar year following such Qualifying Period. For example, if an SPG Member meets the Gold Minimum Requirement during the 2014 Qualifying Period,

the SPG Member will become a Gold Preferred Guest for the remainder of 2014, all of 2015 and January and February of 2016.

8.2 ***Earning Gold Preferred Guest Status***. In order to become a "**Gold Preferred Guest**", an SPG Member must have at least 10 Eligible Stays or 25 Eligible Nights in a Qualifying Period at SPG Participating Hotels or SPG Partner Hotels (the "**Gold Minimum Requirement**"). The Gold Minimum Requirement must be achieved in the subsequent Qualifying Period to remain a Gold Preferred Guest during the calendar year following such subsequent Qualifying Period or the SPG Member will be downgraded to the Preferred Guest level on March 1st of the calendar year following such subsequent Qualifying Period. If an SPG Member earns more than 10 Eligible Stays or 25 Eligible Nights in a Qualifying Period, he/she will not earn more than one Eligible Status Year.

8.3 ***Earning Platinum Preferred Guest Status***. In order to become a "**Platinum Preferred Guest**", an SPG Member must have at least 25 Eligible Stays or 50 Eligible Nights in a Qualifying Period at SPG Participating Hotels or SPG Partner Hotels (the "**Platinum Minimum Requirement**"). The Platinum Minimum Requirement must be achieved in the subsequent Qualifying Period to remain a Platinum Preferred Guest during such subsequent Qualifying Period or the SPG Member will be downgraded to a Gold Preferred Guest on March 1st of the calendar year following such subsequent Qualifying Period. If an SPG Member earns more than 25 Eligible Stays or 50 Eligible Nights in a Qualifying Period, he/she will not earn more than one Eligible Platinum Year.

8.4 ***Earning SPG Lifetime Gold Status***.

- 8.4.a. In order to obtain "**SPG Lifetime Gold Status**", an SPG Member must have: (i) a minimum of 5 Eligible Status Years; and (ii) 250 Eligible Nights, during the SPG Member's participation in the SPG Program. An "**Eligible Status Year**" is a calendar year during which an SPG Member obtained Elite Preferred Guest Membership Status (Gold Preferred Guest or Platinum Preferred Guest) by: (A) achieving the Gold Minimum Requirement or the Platinum Minimum Requirement during such calendar year's Qualifying Period; or (B) being a Vistana Owner as described in Section **11.1**. Only a calendar year in which an SPG Member obtains Elite Preferred Guest Membership Status as described in the prior sentence will count as an Eligible Status Year, regardless of the length of time that such SPG Member will retain the benefits of Elite Preferred Guest Membership Status. For example, if an SPG Member meets the Gold Minimum Requirement during the 2014 Qualifying Period by earning 45 Eligible Nights and becomes a Gold Preferred Guest for the remainder of 2014 and for all of 2015, 2014 will count as a single Eligible Status Year, but 2015 will not count as an Eligible Status Year unless the SPG Member meets the Gold Minimum Requirement during the 2015 Qualifying Period.
- 8.4.b. Starwood will determine, in its sole discretion, whether or not an SPG Member has met the requirements to achieve SPG Lifetime Gold Status. Once an SPG Member achieves SPG Lifetime Gold Status, the SPG Member is not subject to meeting the Gold Minimum Requirement in any subsequent Qualifying Period in order to remain a Gold Preferred Guest unless the Gold Preferred Guest's account was cancelled.
- 8.4.c. SPG Lifetime Gold Status only provides the SPG Member with Gold Preferred Guest status and protection against the forfeiture of Starpoints even if the SPG Lifetime Gold Member is Inactive as described in Section **4.2** it does not prevent Starwood from suspending SPG Lifetime Gold Status, cancelling an SPG Member's account or taking other actions as described in Section **12.2.b**. SPG Lifetime Gold members will receive the benefits of Gold Preferred Guests which are subject to change from time to time as described in Section **9.2**.

8.5 ***Earning SPG Lifetime Platinum Status***.

- 8.5.a. In order to achieve "**SPG Lifetime Platinum Status**", an SPG Member must have: (i) a minimum of 10 Eligible Platinum Years; and (ii) 500 Eligible Nights, during the SPG Member's participation in the SPG Program. An "**Eligible Platinum Year**" is a calendar year during which an SPG Member earned Platinum Preferred Guest status by achieving the Platinum Minimum Requirement during such calendar year's Qualifying Period. Only a calendar year in which an SPG Member obtains Platinum Preferred Guest status by achieving the Platinum Minimum Requirement will count as an Eligible Platinum Year, regardless of the length of time that such SPG Member will retain the benefits of Platinum Preferred Guest status. For example, if an SPG Member meets the Platinum Minimum Requirement during the 2014 Qualifying Period by earning 102 Eligible Nights and becomes a Platinum Preferred Guest for the remainder of 2014 and for all of 2015, 2014 will count as a single Eligible

Platinum Year, but 2015 will not count as an Eligible Platinum Year unless the SPG Member meets the Platinum Minimum Requirement during the 2015 Qualifying Period.

- 8.5.b. Starwood will determine, in its sole discretion, whether or not an SPG Member has met the requirements to achieve SPG Lifetime Platinum Status. Once an SPG Member achieves SPG Lifetime Platinum Status, the SPG Member is not subject to meeting the Platinum Minimum Requirement in any subsequent Qualifying Period in order to remain a Platinum Preferred Guest unless the Platinum Preferred Guest's account was cancelled.
- 8.5.c. SPG Members who have earned SPG Lifetime Platinum Status will receive all the Platinum Preferred Guest benefits described in Section **9.3**, but will only receive the additional benefits described in Section **9.4** if he/she meets the Eligible Night requirements listed in Section **9.4** during the applicable Qualifying Period.
- 8.5.d. SPG Lifetime Platinum Status only provides the SPG Member with Platinum Preferred Guest status and protection against the forfeiture of Starpoints even if the SPG Lifetime Platinum Member is Inactive as described in Section **4.2** it does not prevent Starwood from suspending SPG Lifetime Platinum Status, cancelling an SPG Member's account or taking other actions as described in Section **12.2.b.** SPG Lifetime Platinum members will receive the benefits of Platinum Preferred Guests which are subject to change from time to time as described in Section **9.3.**

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9. BENEFITS OF ELITE STATUS

9.1 ***General***. An SPG Member will only receive the benefits of Elite Preferred Guest Membership Status during a Stay at an SPG Participating Hotel(except for any applicable benefits earned in connection with Section **2.1.b**. and Section **10**). All services, amenities, and benefits of Elite Preferred Guest Membership Status are subject to change or substitution at any time without notice. In addition, all services, amenities and benefits are subject to availability and subject to the terms and conditions of each SPG Participating Hotel. Not all services, amenities and benefits are offered at all SPG Participating Hotels. Starwood may correct benefits shown as available or credited to an SPG Member at any time.

9.2 ***Gold Preferred Guest Benefits***. Gold Preferred Guests will be eligible to receive the benefits listed on the SPG Program website (**www.spg.com**) under "**Membership Benefits**" under "**Gold Preferred**."

9.3 ***Platinum Preferred Guest Benefits***. In addition to all of the benefits that Gold Preferred Guests receive, Platinum Preferred Guests will be eligible to receive the benefits listed on the SPG Program website (**www.spg.com**) under "**Membership Benefits**" under "**Platinum Preferred**."

9.4 ***Additional Potential Platinum Preferred Guest Benefits***.

- 9.4.a. *Choice of Additional Benefit (50 Eligible Nights)*. A Platinum Preferred Guest who has 50 Eligible Nights in a Qualifying Period is eligible to receive one additional benefit from the list of available benefits listed at **www.spg.com/50nightsbenefit** (a "**Platinum 50 Eligible Nights Benefit**"). The list of available Platinum 50 Eligible Nights Benefits on www.spg.com/50nightsbenefit is subject to change at any time. Once a Platinum Preferred Guest becomes eligible to receive a Platinum 50 Eligible Nights Benefit, he/she must choose his/her Platinum 50 Eligible Nights Benefit by visiting **www.spg.com/50nightsbenefit** and selecting a Platinum 50 Eligible Nights Benefit. A selection must be made through www.spg.com/50nightsbenefit and may not be made through a Customer Contact Center. All Platinum 50 Eligible Nights Benefit selections are final and may not be changed after they are made. In the event that an eligible Platinum Preferred Guest fails to select a Platinum 50 Eligible Nights Benefit by January 14th of the year following the applicable Qualifying Period, such Platinum Preferred Guest will receive 10 Suite Night Awards as his/her Platinum 50 Eligible Nights Benefit. "**Suite Night Awards**" may be redeemed for advance confirmable upgrades for select, premium rooms or standard suites on a per room, per night basis, subject to availability and the applicable terms and conditions set forth on **www.spg.com/50nightsbenefit**.
- 9.4.b. *Starpoints (75 Eligible Nights)*. A Platinum Preferred Guest who has 75 Eligible Nights in a Qualifying Period will earn:

- i. two base Starpoints and two bonus Starpoints for Eligible Charges at SPG Participating Hotels and for Partner Eligible Charges at SPG Partner Hotels for each US dollar or the currency equivalent that is incurred and paid for by the Platinum Preferred Guest, for the remainder of that Qualifying Period and through the next calendar year;
- ii. one base Starpoint and one bonus Starpoint for every $3 US dollar or the currency equivalent that is incurred and paid for Eligible Event Charges at SPG Participating Hotels, up to a maximum of 40,000 Starpoints per Eligible Event Agreement.

- 9.4.c. *Your24 (75 Eligible Nights)*. A Platinum Preferred Guest who has 75 Eligible Nights in a Qualifying Period is eligible to participate in Your24 during that Qualifying Period and continue through the subsequent calendar year. "**Your24**" is a benefit that permits an eligible SPG Member to request a specific check-in time for any upcoming Stay at any SPG Participating Hotel. If the requested check-in time is confirmed, the check-out time will be set for the same time on the day of departure.
  - i. Your24 benefits may be requested when an eligible Platinum Preferred Guest selects a specific check-in time and check-out time for a Stay when booking such Stay on the SPG Program website (**www.spg.com**). Your24 benefits may also be requested by an eligible Platinum Preferred Member for an upcoming Stay at any time prior to 3:00 p.m. (local hotel time) two days prior to arrival for such Stay by modifying the requested check-in time and check-out time for such Stay on the SPG Program website (**www.spg.com**) or by contacting a **Customer Contact Center**. If a request for Your24 benefits is approved, an email will be sent confirming the check-in and check-out times.
  - ii. Your24 benefits are subject to availability and may only be requested in connection with a Stay.
  - iii. Your24 benefits are limited to one room per eligible SPG Member per stay regardless of how many rooms have been reserved.
  - iv. If the check-in time approved for a Platinum Preferred Guest is between 9:00 a.m. and 4:00 p.m. (local hotel time) he/she may request the Platinum Preferred Guest benefit of late check-out. More information about this benefit is available on the SPG Program website (**www.spg.com**) under "**Membership Benefits**" under "**Platinum Preferred**."
  - v. If the specific room type reserved by an eligible SPG Member is not available upon check-in, the SPG Participating Hotel will honor the confirmed Your24 request by temporarily providing another room and then moving the applicable guests to the reserved room type once available.
  - vi. Vistana SPG Participating Hotels do not provide Your24 benefits.
- 9.4.d. *Ambassador*. A Platinum Preferred Guest who has 100 Eligible Nights in a Qualifying Period is eligible to participate in the SPG ambassador service during that Qualifying Period and continue through the subsequent calendar year. The SPG ambassador service is a benefit of the SPG Program that permits an eligible SPG Member to receive certain additional benefits as further described at the **ambassador program website**.

9.5 ***Eligibility For Receiving Gold and Platinum Preferred Guest Benefits***. A Gold Preferred Guest or Platinum Preferred Guest must pay an Eligible Rate or redeem an SPG Award or SPG Promotion Reward for each night during his/her entire stay at an SPG Participating Hotel to receive Elite Preferred Guest Membership Status benefits during his/her stay. Elite Preferred Guest Membership Status benefits are only available in connection with the one guest room in which the Gold Preferred Guest or Platinum Preferred Guest is staying.

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10. RESTRICTED OPPORTUNITIES FOR PROFESSIONAL MEETING PLANNERS ("SPG PRO")

10.1 ***SPG Pro Professional Meeting Planners.***

- 10.1.a. *Qualification as an SPG Pro Professional Meeting Planner.* An "**SPG Pro Professional Meeting Planner**" is an SPG Member who meets certain qualifications established and maintained by Starwood in its sole discretion including, without limitation, that the SPG Member (1) is a Qualified SPG Member of the SPG Program in good standing pursuant to Section 10.1.b, (2) is a professional meeting planner with a job title related to planning events and meetings, (3) dedicates all of his/her professional time to resourcing, planning and executing events and meetings, (4) may hold a professional

accreditation from a meeting professional organization, and (5) acknowledges that he/she is eligible to earn Starpoints for any Eligible Events under applicable laws, gift policies and incentive policies. SPG Members are responsible for complying with their own company or organization policies regarding hotel loyalty programs; however, to the extent such policies are inconsistent with these SPG Program Terms, these SPG Program Terms will govern. SPG Members are solely responsible for notifying their employer, principal and/or client of any Points or Miles awarded with SPG Pro.

- 10.1.b. A Qualified SPG Member includes any member of the SPG Program unless he/she is:
  - i. a government employee, official, or someone acting on behalf of a government agency or department booking an event on behalf of his/her employing entity;
  - ii. an employee of, or someone acting on behalf of, a state-owned or state-controlled entity ("SOE") booking an event on behalf of his/her employing entity;
  - iii. an intermediary booking an event on behalf of a non-U.S. government entity or SOE; or
  - iv. at hotels in Asia Pacific, an intermediary booking an event on behalf of any government entity (U.S. or non-U.S.) or SOE.

  For example, government employees, officials, employees of SOEs and those acting on behalf of government agencies, departments and SOEs booking an event on behalf of their employing entity, as well as third-party commercial intermediaries booking on behalf of a non-U.S. governmental entity or SOE are not considered Qualified Rewards Members and are not eligible to participate in SPG Pro.

  In addition, for hotels in Asia Pacific, intermediaries booking an event on behalf of any government entity (U.S. or non-U.S.) or SOE are not considered Qualified Rewards Members and are not eligible to participate in SPG Pro.

10.2 SPG Pro Professional Meeting Planners may earn Starpoints for Eligible Events pursuant to Section 2.1b of these SPG Program Terms.

10.3 ***Forfeiture of Starpoints and Eligible Nights.***At any time and in Starwood's sole discretion (including, without limitation, where an SPG Member was not qualified to be an SPG Pro Professional Meeting Planner and therefore was not eligible to earn a specific benefit), Starwood may correct (i) the amount of Starpoints, or the number of Eligible Nights shown as credited to an SPG Member, and (ii) any other benefit that has been credited to an SPG Member, including, without limitation, any Elite Preferred Guest Membership Status, SPG Lifetime Gold Status or SPG Lifetime Platinum Status.

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11. VISTANA SIGNATURE EXPERIENCES

11.1 ***Vistana Signature Experiences Additional Information.***

- 11.1.a. Vistana Signature Experiences owners (**"Vistana Owners"**) who are members of the Vistana Signature Network or the Vistana Plus program (collectively, the **"Vacation Network"**) are automatically enrolled as Gold Preferred Guests and are not subject to the Gold Minimum Requirement to maintain Gold Preferred Guest status every year.
- 11.1.b. Only one Vistana Owner will receive Gold Preferred Guest status for each vacation ownership interest purchased, no matter how many individuals are on the deed.
- A Vistana Owner will remain a Gold Preferred Guest, provided that such Vistana Owner: (i) maintains his/her membership in the Vacation Network; (ii) is current in all association maintenance fees, Vacation Network fees, taxes, and other payment balances; and (iii) is current in any other payments owed to Vistana Signature Experiences, Inc. and any of its affiliates(collectively, "Vistana").
- 11.1.d. Gold Preferred Guest status and any accumulated Starpoints in a Vistana Owner's SPG Member account do not transfer upon sale of the vacation ownership interest to a third party.
- 11.1.e. Starpoints acquired by a Vistana Owner who converts his/her vacation ownership interest to Starpoints pursuant to Vistana's SPG Conversion program terms and conditions may not be redeemed at a Vistana property unless otherwise permitted.

- 11.1.f. Starpoints issued or earned through Vistana, including, without limitation, tour incentives, purchase incentives, SPG Conversion, sweepstakes and other giveaway prizes, will expire six years following the date they are deposited into an SPG Member's account, regardless of SPG Member activity. All such Starpoints or any portion thereof, which have not been redeemed by their six-year expiration time, will be forfeited without notice.
- 11.1.g. A Vistana Owner may transfer Starpoints to another Vistana Owner's SPG Member account, regardless of whether they reside at the same address as long as the two Vistana Owners are listed on the same deed.
- 11.1.h. A Vistana Owner may participate in the SPG Conversion program in non-consecutive years, provided that he/she is in good standing (including, without limitation, meeting all the requirements set forth in Section11.1.c) and has met all of the terms and conditions of the SPG Conversion program.

11.2 Vistana SPG Participating Hotels. Due to the nature of Vistana properties, special conditions apply to their participation in the SPG Program as follows:

- 11.2.a. SPG Members may earn Eligible Nights and Eligible Stays when staying on Eligible Rates at Vistana SPG Participating Hotels.
- 11.2.b. SPG Members will earn Starpoints for all Eligible Charges at Vistana SPG Participating Hotels.
- 11.2.c. SPG Members do not receive the in-hotel benefits of upgrades and late check-out at Vistana SPG Participating Hotels.
- 11.2.d. SPG Awards for stays at Vistana SPG Participating Hotels may only be booked within 365 days of arrival and inventory may be limited.
- 11.2.e. Instant Awards are not available at every Vistana SPG Participating Hotel.

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12. CANCELLATION OF MEMBERSHIP

12.1 ***Monitoring SPG Member Accounts.*** Starwood reserves the right to monitor the accounts of all SPG Members, at any time and without notice, for compliance with SPG Program Terms. Starwood may review all SPG Members' Starpoints, Eligible Stays and Eligible Nights balance and transaction history including, without limitation, requests for SPG Awards, SPG Promotion Rewards and other benefits.

12.2 ***Cancelling SPG Member Accounts.***

- 12.2.a. Cancelling by SPG Member. An SPG Member may cancel his/her membership in the SPG Program at any time by sending written notice of cancellation to the **Customer Contact Center**. All unredeemed Starpoints, SPG Awards, and SPG Promotion Rewards as well as achieved member status, including Elite, SPG Lifetime Gold, or SPG Lifetime Platinum, will be forfeited immediately and may not be reinstated or transferred.
- 12.2.b. Cancelling by Starwood. Starwood may cancel an SPG Member's accumulated Starpoints, suspend SPG Program benefits, suspend Elite Preferred Guest Membership Status, suspend SPG Lifetime Gold Status and SPG Lifetime Platinum Status (which will subsequently also remove protection against the forfeiture of Starpoints should the member become Inactive as described in Section **4.2),** or cancel an SPG Member's account at any time with immediate effect and without written notice, for any reason and in Starwood's sole discretion including, without limitation, if Starwood believes the SPG Member has:
  - i. Acted in a manner inconsistent with applicable laws, regulations, ordinances;
  - ii. Failed to pay any hotel bill when due to Starwood or an SPG Participating Hotel or SPG Partner Hotel or failed to fulfill a Vistana Signature Experiences financial obligation;
  - iii. Acted in an inappropriate, fraudulent, abusive or hostile manner;
  - iv. Breached or violated any of these SPG Program Terms or the **Website Terms of Use**;
  - v. Fraudulently claimed to qualify as an SPG Pro Professional Meeting Planner to be eligible to earn any of the benefits offered to an SPG Pro Professional Meeting Planner pursuant to the SPG Program; or

- vi. Engaged in any misconduct or wrongdoing in connection with the SPG Program including, without limitation, with respect to Starpoints, Eligible Stays, Eligible Nights, SPG Award usage, SPG Promotion Reward usage, or any other SPG Member benefits.

- 12.2.c. Bankruptcy. Subject to applicable law, membership in the SPG Program will terminate automatically upon an SPG Member filing for bankruptcy or otherwise being subject to a bankruptcy proceeding.
- 12.2.d. Legal Action. Nothing contained in these SPG Program Terms will limit Starwood in the exercise of any legal or equitable rights or remedies.

12.3 ***Effect of SPG Membership Cancellation.***

- 12.3.a. The SPG Program, Starpoints, SPG Awards, SPG Promotion Rewards and other related benefits and services are the sole property of Starwood, and are not the property of SPG Members. On cancellation of membership in the SPG Program for any reason, all unredeemed Starpoints, SPG Awards and SPG Promotion Rewards will be forfeited and an SPG Member will no longer be able to participate in the SPG Program. Starpoints, SPG Awards and SPG Promotion Rewards have no cash value and Starwood will not compensate or pay cash for any forfeited or unused Starpoints.
- 12.3.b. If Starwood cancels an SPG Member's account for any reason, the SPG Member may not reapply for membership in the SPG Program and any account opened in the SPG Member's name and Starpoints, SPG Awards and SPG Promotion Rewards earned in that account will be forfeited upon discovery.
- 12.3.c. If an SPG Member cancels his/her account, or if an SPG Member account becomes Inactive, the SPG Member may reapply for membership in the SPG Program at a later date, but no Starpoints, SPG Awards or SPG Promotion Rewards previously expired will be reinstated to the SPG Member account and any Elite Preferred Guest Membership Status, SPG Lifetime Gold Status and SPG Lifetime Platinum Status will not be reinstated.
- 12.3.d. Any Elite Preferred Guest Membership Status, SPG Lifetime Gold Status and SPG Lifetime Platinum Status terminates upon cancellation of an SPG Member account.

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13. OTHER PRINCIPLES

13.1 ***Modification of the SPG Program.*** Starwood may change the SPG Program and the SPG Program Terms at any time, for any reason and without notice. Starwood may make changes that affect, without limitation, processes, benefits, amenities, elite levels, rules for earning and redeeming Starpoints, Starpoint redemption levels, rules for the use of SPG Awards, availability of SPG Awards, SPG Award inventory, SPG Award types, availability of SPG Promotion Rewards, and benefits of Elite Preferred Guest Membership Status, SPG Lifetime Gold Status and SPG Lifetime Platinum Status. Notwithstanding the foregoing, Starwood will provide notice if changes to the SPG Program or the SPG Program Terms materially decrease the number of Starpoints an SPG Member will earn for Eligible Rates and Eligible Charges at SPG Participating Hotels or materially increases the number of Starpoints an SPG Member needs to redeem Starpoints for rooms at SPG Participating Hotels.

13.2 ***Termination of the SPG Program.*** Starwood may terminate the SPG Program with 12-months' advance notice to all active SPG Members. At Starwood's sole discretion, Starwood may choose to substitute a similar loyalty program for the SPG Program at any time immediately upon notice to active SPG Members. An SPG Member may not accumulate Starpoints or claim SPG Awards, SPG Promotion Rewards or SPG Program benefits or amenities after the termination of the SPG Program. If the SPG Program is terminated, all unredeemed Starpoints will be forfeited without any obligation or liability, and no SPG Award claims or SPG Promotion Reward claims will be honored after the conclusion of the notice period. Starwood may terminate the SPG Program in whole or in part, in any jurisdictions on less than twelve months' notice if required to do so by applicable law.

13.3 ***Benefits Subject to Availability and Modification.*** All SPG Program benefits, amenities, offers, awards and services are subject to availability and may be changed at any time without notice.

13.4 ***Eligibility to Receive Benefits.*** By accepting any SPG Program benefits, amenities, offers, awards or services, including, without limitation, any Starpoints, SPG Awards and or SPG Promotion Rewards, an SPG Member acknowledges that he/she is responsible for determining whether he/she is eligible to receive, and that he/she is eligible to receive, such SPG Program benefits, amenities, offers, awards or services (including, without limitation, Starpoints, SPG Awards or SPG Promotion Rewards) under applicable laws, gift policies and incentive policies. Each SPG Member must immediately notify Starwood if he/she is not eligible to receive any SPG Program benefits, amenities, offers, awards or services at any time.

13.5 ***Adjustments.*** An SPG Member may request credits for Starpoints (other than for Starpoints earned pursuant to Section **2.1.b.**), Eligible Nights (other than Eligible Nights earned pursuant to Section **6.3**) or Eligible Stays that are not reflected in an SPG Member's account through the SPG Program website (**www.spg.com**) under "**Report a Missing Stay (Get Credit)**" or, for SPG Participating Hotels only, by contacting the **Customer Contact Center**. An SPG Member may request credits for Starpoints or Eligible Nights earned in connection with an Eligible Event that are not reflected in an SPG Member's account through the SPG Program website (**www.spg.com**) under "**Report a Missing Event**" or by contacting the **Customer Contact Center**. Such a request must be received within 1 year of the applicable Stay, Partner Stay, Eligible Event or other Eligible Charge or Partner Eligible Charge transaction to receive any credit.

13.6 ***New SPG Members.*** A new SPG Member will be eligible to receive Starpoints for Eligible Charges, and Eligible Stays and Eligible Nights for Stays at SPG Participating Hotels, that are incurred and paid for by the SPG Member during the 30 days prior to his/her enrollment in the SPG Program (the "Pre-Enrollment Period"), if such credit is requested within 60 days of the applicable Stay or Eligible Charge transaction. A new SPG Member will not receive any Starpoints, Eligible Stays or Eligible Nights for any stays that occurred prior to Pre-Enrollment Period, even if he/she was a member under a loyalty program offered by Starwood other than the SPG Program, except for Stays at SPG Participating Hotels that are incurred and paid for during the Pre-Enrollment Period.

13.7 ***Stays in Excess of 90 days.*** An SPG Member will not receive any Starpoints on any Eligible Charges, any Partner Eligible Charges, any Eligible Nights or any Eligible Stays for any portion of a single Stay or single Partner Stay in excess of 90 days. An SPG Member may not earn Starpoints pursuant to Section 2.1.a. or Eligible Stays for stays at SPG Participating Hotels in which the SPG Member was not the registered guest, did not stay at SPG Participating Hotel, or did not pay the folio upon check-out. An SPG Member may not earn Starpoints pursuant to Section 2.2.a. or Eligible Stays for stays at SPG Partner Hotels in which the SPG Member was not the registered guest, did not stay at SPG Partner Hotel, or did not pay the folio upon check-out.

13.8 ***Eligibility Notification.*** An SPG Member must promptly notify Starwood in the event that (i) he/she is not eligible for any reason, including, without limitation, pursuant to any applicable laws, gift policies or incentive policies, to earn Starpoints, Eligible Nights or Eligible Stays, or any other benefits that an SPG Member may earn under the SPG Program or (ii) his/her SPG Member account has been credited with any Starpoints, Eligible Nights or Eligible Stays or any other benefit that an SPG Member may earn under the SPG Program that he/she has not earned or is not eligible to earn.

13.9 ***Correction of Benefits.*** At any time and in Starwood's sole discretion (including, without limitation, where an SPG Member was not eligible to earn a specific benefit pursuant to these SPG Program Terms), Starwood may correct (i) the amount of Starpoints or the number of Eligible Nights or Eligible Stays shown as credited to an SPG Member's account, and (ii) any other benefit that has been credited to an SPG Member's account, including, without limitation, any Elite Preferred Guest Membership Status, SPG Lifetime Gold Status or SPG Lifetime Platinum Status.

13.10 ***Exit of SPG Participating Hotel.*** If an SPG Participating Hotel or SPG Partner Hotel exits the SPG Program for any reason, an SPG Member will not earn Starpoints, Eligible Nights or Eligible Stays (including, without limitation, any Starpoints or Eligible Stays pursuant to Section 2) for stays at such SPG Participating Hotel or SPG Partner Hotel, and any SPG Promotion Rewards, SPG Awards, other promotions and other special offers will no longer be valid after the date on which the SPG Participating Hotel or SPG Partner Hotel exited the SPG Program, even if the reservation for a stay at the former SPG Participating Hotel or former SPG Partner Hotel was made prior to that date.

13.11 ***No Sale or Transfer.*** Starpoints, SPG Awards, SPG Promotion Rewards and other SPG Member benefits may not be sold, bartered or transferred (other than by Starwood or its agents). Any attempted transfer, sale or barter will be void. Starwood and its partners may refuse to honor or recognize any Starpoints, SPG Awards, SPG Promotion Rewards or SPG Member benefits which Starwood believes may have been transferred, sold or bartered.

13.12 ***Membership Communications.***

- 13.12.a. All SPG Program communications will be sent to the SPG Member's mailing address or email address currently provided in the SPG Member's account. Communications delivered to the address on file will be deemed to have been received one business day after sending it if delivered to the SPG Member's email address or five business days after sending it if delivered to the mailing address provided. SPG Members must keep their email and mailing addresses current.
- 13.12.b. SPG Members will receive regular Starpoints balance report by email, provided that there has been a transaction on the SPG account since the last Starpoints balance report and the SPG Member has provided Starwood with the appropriate permission to contact the SPG Member via email.
- 13.12.c. Starwood may also send SPG Members promotions, offers and other communications from time to time, which may include, without limitation, items from third parties. The items from third parties are based on the information provided to Starwood by the SPG Member and any additional data Starwood may maintain. SPG Members may change personal details and communications preferences at any time by contacting the **Customer Contact Center** or through the SPG Program website (**www.spg.com**); however, Starwood may require an SPG Member to send supporting documentation prior to allowing certain changes (e.g., legal name changes).
- 13.12.d. At any time an SPG Member contacts the **Customer Contact Center**, Starwood may ask the SPG Member certain security related questions to verify the SPG Member's identity. The **Customer Contact Center** may monitor or record telephone calls to improve quality of service.
- 13.12.e. SPG Members can review their Starpoints balance and transaction history and update personal details and preferences on the SPG Program website (**www.spg.com**). An SPG Member's number or his/her user name and password is required to access the website.

13.13 ***Taxes.*** Starpoints, SPG Awards, SPG Promotion Rewards and other SPG Member benefits may be subject to income or other taxes. The SPG Member is responsible for paying all such taxes and for making all applicable disclosures to third parties including, without limitation, the party who paid for the transaction from which the SPG Member earned Starpoints. Starwood will not be liable for any tax liability, duty or other charges in connection with the issuance of Starpoints, SPG Awards, SPG Promotion Rewards and other SPG Member benefits.

13.14 ***No Warranties or Representations, Express or Implied.*** Starwood makes no warranties or representations, either expressed or implied with respect to type, quality or fitness of goods or services provided through the SPG Program or by SPG Participating Hotels or by SPG Partner Hotels.

13.15 ***Operation of the SPG Program.*** Preferred Guest, Inc. sells Starpoints to SPG Participating Hotels and partners, redeems Starpoints for cash (including, without limitation, Starpoints received from SPG Participating Hotels), airline tickets and merchandise, and administers the SPG Program. Starwood Hotels & Resorts Worldwide, LLC (a subsidiary of Marriott International, Inc.) and its affiliates promote the SPG Program including, without limitation, by creating and launching marketing campaigns, developing and maintaining the SPG Program website (**www.spg.com**), and managing partner relationships.

13.16 ***Not Responsible for Acts, Errors, or Omissions.*** Starwood is not responsible for: (a) any loss or misdirection of, or delay in receiving, any SPG Member application, correspondence, redemption requests, SPG Awards or SPG Member benefits; (b) theft or unauthorized redemption of Starpoints or SPG Awards or use of an SPG Award; (c) any acts or omissions of third parties (including, without limitation, SPG Participating Hotels and SPG Partner Hotels); or (d) any errors published in relation to the SPG Program, including, without limitation, any pricing or typographical errors, errors of description, errors regarding SPG Participating Hotels, SPG Partner Hotels and SPG Program affiliates, and errors in the crediting or debiting of Starpoints from SPG Member accounts. Starwood reserves the right to correct, without notice, any errors.

13.17 ***Interpretation of SPG Program Terms.*** All interpretations of these SPG Program Terms and the rules of SPG Program membership will be at Starwood's sole discretion, and Starwood's decisions will be

final. In the event of any discrepancy between the English version and any translated version of these SPG Program Terms, the English language version will prevail.

13.18 ***Trademarks.*** Aloft, Element, Four Points, Le Meridien, Preferred Guest, Sheraton, SPG, Starwood, St. Regis, The Luxury Collection, Tribute Portfolio, W, and Westin and their logos are the trademarks of Marriott International, Inc. or its affiliates, and SPG Members shall never, directly or indirectly, interfere with, challenge, file applications for, or claim ownership to these trademarks anywhere in the world.

13.19 ***Waiver.*** Starwood's waiver of any breach of these SPG Program Terms by any SPG Member will not constitute a waiver of any other prior or subsequent breach of these SPG Program Terms. Starwood's failure to insist upon strict compliance with these SPG Program Terms by any SPG Member will not be deemed a waiver of any rights or remedies that Starwood may have against that, or any other, SPG Member. Starwood may waive compliance with these SPG Program Terms in its sole discretion and may run promotions from time to time that provide enhanced benefits to select SPG Members.

13.20 ***Limitation of Liability.*** IN NO EVENT WILL STARWOOD, ANY SPG PARTICIPATING HOTEL OR ANY SPG PARTNER HOTEL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE SPG PROGRAM OR THESE SPG PROGRAM TERMS.

13.21 ***Choice of Law and Venue.*** Any disputes arising out of or related to the SPG Program or these SPG Program Terms will be handled individually without any class action, and will be governed by, construed and enforced in accordance with the laws of the State of New York, United States, without regard to its conflicts of law rules. The exclusive jurisdiction for any claim or action arising out of or relating to these SPG Program Terms or the SPG Program may be filed only in the state or federal courts located in the State of New York, United States.

13.22 ***Subject to Law.*** Membership in the SPG Program and the earning and redeeming of Starpoints are subject to all applicable local laws and regulations. Membership in the SPG Program, SPG Member benefits, SPG Awards and SPG Promotion Rewards are offered in good faith; however, they may not be available if prohibited or restricted by applicable law or regulation in the Unites States or SPG Member's jurisdiction of residence. If any part of these SPG Program Terms is held to be unlawful or unenforceable, that part will be deemed deleted from these SPG Program Terms in such jurisdiction and the remaining provisions will remain in force, subject to Sections 13.1 and 13.2.

13.23 ***Entire Agreement.*** The SPG Program Terms, together with those incorporated herein or referred to herein constitute the entire agreement between Starwood and SPG Members relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on the SPG Program website (**www.spg.com**).

Revised: January 17, 2018

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UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

CHAMBERS OF
PAUL W. GRIMM
UNITED STATES DISTRICT JUDGE

6500 CHERRYWOOD LANE
GREENBELT, MARYLAND 20770
(301) 344-0670
(301) 344-3910 FAX

July 29, 2022

RE: *Marriott Int'l, Inc. Customer Data Sec. Breach Litig.*, 8:19-md-02879

LETTER ORDER

Dear Counsel:

This Letter Order addresses Consumer Track Plaintiffs' request for discovery related to Marriott's valuation of rewards customers' Personally Identifiable Information ("PII") under the California Consumer Privacy Act ("CCPA").

Pursuant to CCPA regulations, Marriott estimated the value of its rewards program members' personal information to Marriott to be on average approximately $0.42 per consumer in 2021. [1] Marriott disclosed this valuation to Plaintiffs on March 8, 2022. ECF No. 993. Believing this valuation to be relevant to injuries and damages in this case, Plaintiffs seek to: "(1) serve an interrogatory about how Marriott valued its customers' Personal Information; (2) request documents sufficient to show how Marriott valued its customers' Personal Information and its gross revenue and profits attributable to the sale, sharing, storage, or acquisition of PII; and (3) take [one, half-day] Rule 30(b)(6) deposition following Marriott's production of the first two pieces of information to understand how Marriott arrived at the $0.42 valuation and establish admissibility." ECF No. 1039 (citing Ex. A). Defendants contend that the discovery is irrelevant and encourage the Court to deny this requested discovery. ECF No. 1046.

Federal Rule of Civil Procedure 26(b)(1) limits the scope of discovery to information that is "relevant to any party's claim or defense." Fed. R. Civ. P. 26(b)(1). "Information is relevant, for discovery purposes, if it 'bears on, or…reasonably could lead to other matter[s] that could bear on, any issue that is or may be in the case.'" *Kidwiler v. Progressive Paloverde Ins. Co.*, 192 F.R.D. 193, 199 (N.D. West Va. 2000) (quoting *Oppenheimer Fund Inc. v. Sanders*, 437 U.S. 340, 350 (1978)). Thus, "[r]elevance is not, on its own, a high bar." *Va. Dep't of Corrections v. Jordan*, 921 F.3d 180, 188 (4th Cir. 2019); *see also Kidwiler*, 192 F.R.D. at 199 ("Courts broadly construe relevancy in the context of discovery.").

After considering the letters submitted on this issue, *see* ECF Nos. 1039, 1046, 1047, I conclude that Plaintiffs have successfully cleared the bar for relevance. Information related to Marriott's own valuation of customers' PII "bears on, or…reasonably could lead to other matter[s] that could bear on," the fact of injury and the calculation of damages. *See Kidwiler*, 192 F.R.D. at

[1] *See* California Consumer Privacy Act Statement, https://www.marriott.com/about/ccpa.mi#NoticeOfFinancialIncentive (last updated June 30, 2022).

199 (quoting *Oppenheimer Fund Inc.*, 437 U.S. at 350). Defendants' arguments challenging the relevance of this discovery are better suited for opposing a future potential motion to amend the class certification order, or objecting to the introduction of evidence at trial.

Plaintiffs may seek narrow, focused discovery regarding Marriott's valuation of PII under the CCPA. The Special Master shall determine the exact nature and extent of this discovery by evaluating what Plaintiffs have set out in Exhibit A of their letter to the Court, ECF No. 1039, in light of the discovery limitations imposed by Federal Rule of Civil Procedure 26(b)(2)(C). The parties shall abide by the timeline they set forth in ECF No. 1040 for exchanging competing discovery schedules and presenting joint or proposed schedules to the Court. Once presented and set, the Special Master shall manage the process.

Although informal, this is an Order of the Court and will be docketed accordingly.

Sincerely,

/S/

Paul W. Grimm
United States District Judge

CERTIFICATE OF SERVICE

I certify that on September 26, 2022, I filed the foregoing joint appendix volume using the Court's CM/ECF system. Service will be effected by and through the Court's CM/ECF system.

/s/ Matthew S. Hellman