

**IN THE COURT OF COMMON PLEAS FOR ALLEGHENY COUNTY,
PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA,	:	CIVIL DIVISION
OFFICE OF ATTORNEY GENERAL,	:	
By Attorney General Michelle A. Henry,	:	Case No. GD-21-014016
	:	
Petitioner,	:	
	:	Type of Uncontested Motion
v.	:	
	:	STIPULATED MOTION FOR
MARRIOTT INTERNATIONAL, INC.	:	ENTRY OF CONSENT ORDER
	:	REGARDING ASSURANCE OF
Respondent.	:	VOLUNTARY COMPLIANCE

Counsel of Record for Petitioner:

Jill T. Ambrose (PA No. 323549)
Senior Deputy Attorney General

PA Office of Attorney General
1251 Waterfront Place, M Level
Pittsburgh, PA 15222
Phone: 412-565-3050
jambrose@attorneygeneral.gov

The undersigned certifies to this Honorable Court that all parties to this Litigation Consent, or do not oppose this Motion.

/s/ Jill T. Ambrose

Date Motion Served:

April 11, 2023

Counsel of Record for Respondent:

Chad E. Kurtz (PA No. 208183)
COZEN O'CONNOR, P.C.
One Liberty Place
1650 Market Street, Suite 2800
Philadelphia, PA 19103
Phone: (215) 665-2000
ckurtz@cozen.com

I, JILL T. AMBROSE ESQ. HEREBY CERTIFY THAT THIS MOTION REQUESTS RELIEF FOR A CASE THAT HAS NEVER APPEARED ON ANY PUBLISHED TRIAL LIST, HAS NOT BEEN DESIGNATED COMPLEX, AND/OR COMPLEX DESIGNATION IS NOT PENDING.

**IN THE COURT OF COMMON PLEAS FOR ALLEGHENY COUNTY,
PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA,	:	CIVIL DIVISION
OFFICE OF ATTORNEY GENERAL,	:	
By Attorney General Michelle A. Henry	:	Case No. GD-21-014016
	:	
Petitioner,	:	
	:	
v.	:	
	:	
MARRIOTT INTERNATIONAL, INC.	:	
	:	
Respondent.	:	

**STIPULATED MOTION FOR ENTRY OF CONSENT ORDER REGARDING
ASSURANCE OF VOLUNTARY COMPLIANCE**

The Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Michelle A. Henry (“Commonwealth” or “Petitioner”), hereby moves this Honorable Court to enter an Order pursuant to Sections 201-8(a) of the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* (“Consumer Protection Law”) ordering Respondent Marriott International, Inc. (“Marriott”) to implement the terms of the Assurance of Voluntary Compliance signed and entered into by the Commonwealth and Marriott (collectively, the “Parties”) and filed with this Court on November 16, 2021. In support of this Stipulated Motion, the Commonwealth avers the following:

1. Petitioner is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Michelle A. Henry with offices located at 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222 and 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.
2. Respondent Marriott International, Inc. is a Delaware corporation headquartered in Bethesda, Maryland.

3. On November 16, 2021, the Commonwealth filed with the Department of Court Records of Allegheny County, at No. GD-21-014016, an Assurance of Voluntary Compliance (hereinafter “Assurance”) with Marriott pursuant to Section 201-5 of the Consumer Protection Law, 73 P.S. §201-5. A true and correct copy of the Assurance is attached hereto and incorporated herein as Exhibit A.

4. Paragraph 8 of the Assurance, entitled “MOST PROMINENT DISPLAY,” provides as follows:

In any advertisement or offer for lodging at Affiliated Hotels that includes a Room Rate that is created by or disseminated by Marriott, Marriott shall Clearly and Conspicuously disclose all Mandatory Fees and the Total Price. Additionally, in any written or electronic advertisement or offer that includes a Room Rate that is created by or disseminated by Marriott, the Total Price shall be the most prominently displayed price.

Ex. A at ¶ 8.

5. Paragraph 4(a) of the Assurance defines “Affiliated Hotels” as “any Lodging Establishment¹ operating under Marriott’s brands that are owned, acquired, managed, leased, licensed, and/or franchised by Marriott or its hotel lodging subsidiaries.” *Id.* at ¶ 4(a).

6. Paragraph 4(i) of the Assurance defines “Room Rate” as “the nightly price that consumers are required to pay for lodging at a Lodging Establishment, exclusive of Mandatory Fees and other amounts collected and passed on to any government entity, such as taxes or excise payments or other optional fees.” *Id.* at ¶ 4(i).

7. Paragraph 4(b) of the Assurance defines “Clearly and Conspicuously” in relevant part as “a statement that, regardless of the medium in which it is made, is readily understandable and

¹ “Lodging Establishment” is defined in Paragraph 4(f) of the Assurance. *See* Ex. A at ¶ 4(f).

presented in such size, color, contrast, duration and location, compared to other information with which it is presented, that it is readily apparent, readable and understandable.” *Id.* at ¶ 4(b).

8. Paragraph 4(g) of the Assurance defines “Mandatory Fees” in relevant part as “any fee, by any name, which consumers must pay in addition to the Room Rate in order to stay at a Lodging Establishment. For the avoidance of doubt, this includes but is not limited to resort fees, destination fees, facility fees, amenity fees, and service fees, so long as they are mandatory...” *Id.* at ¶ 4(g).

9. Paragraph 4(j) of the Assurance defines “Total Price” as “the sum of at least (a) the Room Rate and (b) all Mandatory Fees.” *Id.* at ¶ 4(j).

10. When filed, the Assurance had an “Implementation Date” defined in relevant part as “no later than nine (9) months after the Effective Date [i.e., the date on which the Assurance was filed].” *Id.* at ¶ 4(e) (defining “Implementation Date”) and at ¶ 4(d) (defining “Effective Date”).

11. On April 13, 2022, at the request of Marriott, the Commonwealth filed the first Amendment to Assurance of Voluntary Compliance (“First Amendment”), which revised the definition of “Implementation Date” under Paragraph 4(e) of the Assurance to mean “no later than January 16, 2023...” A true and correct copy of the First Amendment is attached hereto and incorporated herein as Exhibit B.

12. On January 13, 2023, at the request of Marriott, the Commonwealth filed the Second Amendment to Assurance of Voluntary Compliance (“Second Amendment”), which revised the definition of the “Implementation Date” under Paragraph 4(e) of the Assurance to mean “no later than February 15, 2023.” A true and correct copy of the Second Amendment is attached hereto and incorporated herein was Exhibit C.

13. Since the Assurance was filed and amended, Marriott has not yet implemented the terms of Paragraph 8 by February 15, 2023. Specifically, Marriott has not yet Clearly and Conspicuously disclosed all Mandatory Fees and the Total Price in any advertisement or offer for lodging at Affiliated Hotels that includes a Room Rate that is created by or disseminated by Marriott.

14. Section 201-8(a) of the Consumer Protection Law states:

Any person who violates ... any of the terms of an assurance of voluntary compliance duly filed in the court under section 5 of this act shall forfeit and pay to the Commonwealth a civil penalty of not more than five thousand dollars (\$5,000) for each violation. For purpose of this section, the court ... in which an assurance of voluntary compliance is filed shall retain jurisdiction, and the cause shall be continued; and, in such cases, the Attorney General ... may petition for recovery of civil penalties and any other equitable relief deemed necessary or proper. 73 P.S. § 201-8(a).

WHEREFORE, the Commonwealth respectfully requests that this Honorable Court grant this Stipulated Motion and, pursuant to Section 201-8(a) of the Consumer Protection Law, direct Marriott to implement the terms of Paragraph 8 of the Assurance by no later than May 15, 2023 and direct Marriott to make a payment in the amount of Two Hundred Twenty Five Thousand and 00/100 Dollars (\$225,000.00) to the Commonwealth as a payment for attorneys' fees and costs to be used for future public protection and education purposes.

[Signatures on following page.]

FOR THE PETITIONER:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY
ATTORNEY GENERAL

Date: April 11, 2023

By: /s/ Jill T. Ambrose
Jill T. Ambrose (PA No. 323549)
Senior Deputy Attorney General
1251 Waterfront Place, M Level
Pittsburgh, PA, 15222
Telephone: 412-565-3050
jambrose@attorneygeneral.gov

CONSENTED TO BY THE RESPONDENT:

MARRIOTT INTERNATIONAL, INC.

Date: April 11, 2023

By: /s/ Chad E. Kurtz
Chad E. Kurtz (PA No. 208183)
COZEN O'CONNOR, P.C.
One Liberty Place
1650 Market Street, Suite 2800
Philadelphia, PA 19103
Tel.: (215) 665-2000
ckurtz@cozen.com
Counsel for Respondent

[REMAINDER OF PAGE INTENTIONALLY BLANK]

**IN THE COURT OF COMMON PLEAS FOR ALLEGHENY COUNTY,
PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA,	:	CIVIL DIVISION
OFFICE OF ATTORNEY GENERAL,	:	
By Attorney General Michelle A. Henry	:	Case No. GD-21-014016
	:	
Petitioner,	:	
	:	
v.	:	
	:	
MARRIOTT INTERNATIONAL, INC.	:	
	:	
Respondent.	:	

**CONSENT ORDER REGARDING
ASSURANCE OF VOLUNTARY COMPLIANCE**

AND NOW, this ____ day of _____, 2023, upon consideration of the *Stipulated Motion for Entry of Consent Order Regarding Assurance of Voluntary Compliance* (“Stipulated Motion”) filed by the Commonwealth seeking stipulated relief pursuant to Section 201-8(a) of the Consumer Protection Law, 73 P.S. §201-8(a), it is hereby ordered that said Stipulated Motion is GRANTED.

If is further ORDERED:

1. Respondent Marriott International, Inc. (“Marriott”) has not yet implemented Paragraph 8 of the Assurance of Voluntary Compliance (“Assurance”) filed on November 16, 2021;
2. Marriott shall implement the terms of Paragraph 8 of the Assurance by no later than May 15, 2023;
3. Marriott shall make a payment to the Commonwealth in the amount of Two Hundred Twenty Five Thousand and 00/100 Dollars (\$225,000.00), pursuant to Section 201-8(a) of the Consumer Protection Law, as attorneys’ fees and costs to be used for future public protection and education purposes;

4. Marriott shall make the aforementioned payment to the Commonwealth within thirty (30) days of the entry of this Order;
5. This Order shall have the force and effect of a permanent injunction issued pursuant to Section 201-4 of the Consumer Protection Law, 73 P.S. § 201-4;
6. Marriott's failure to comply with the terms of this Order may subject Marriott to civil penalties and any other equitable relief deemed necessary or proper pursuant to Section 201-8(a) and/or Section 201-9 of the Consumer Protection Law;
7. Nothing contained in this Order or the Stipulated Motion shall be interpreted to replace, modify or otherwise alter the terms of the Assurance filed with this Court on November 16, 2021 or the amendments thereto;
8. The terms of the Assurance remain in full force and effect; and
9. This Court shall retain jurisdiction over this matter.

BY THE COURT:

_____, J.

**IN THE COURT OF COMMON PLEAS FOR ALLEGHENY COUNTY,
PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA,	:	CIVIL ACTION
OFFICE OF ATTORNEY GENERAL,	:	
By Attorney General Michelle A. Henry	:	
	:	
Petitioner,	:	
	:	
v.	:	Case No. GD-21-014016
	:	
MARRIOTT INTERNATIONAL, INC.	:	
	:	
Respondent.	:	

CERTIFICATE OF SERVICE

I hereby certify that, on April 11, 2023, a true and correct copy of the attached Stipulated Motion was served by regular and certified mail, return receipt requested, and electronic mail to the following:

Theresa Coetzee
Vice President & Assistant General Counsel, Dispute Resolution
7750 Wisconsin Avenue, Dept. 52/923.30
Bethesda, Maryland 20814
Theresa.Coetzee@marriott.com

Rena Hozore Reiss
Executive Vice President and General Counsel, Law Department
7750 Wisconsin Avenue, Dept. 52/923.30
Bethesda, Maryland 20814
Rena.Reiss@marriott.com

Lori Kalani
Milton A. Marquis
Cozen O’Conner
1200 19th Street, NW
Washington, DC 20036
LKalani@cozen.com
MMarquis@cozen.com

Chad E. Kurtz (PA No. 208183)
COZEN O'CONNOR, P.C.
One Liberty Place
1650 Market Street, Suite 2800
Philadelphia, PA 19103
Tel.: (215) 665-2000
ckurtz@cozen.com

/s/ Jill T. Ambrose
Jill T. Ambrose
Senior Deputy Attorney General

Office of Attorney General
Bureau of Consumer Protection
1251 Waterfront Place, Mezzanine Level
Pittsburgh, Pennsylvania 15222
412-565-3050