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8 *Attorneys for Plaintiff B.J.*

9 **UNITED STATES DISTRICT COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**

11 B.J., an individual,
12 **Plaintiff,**

13 vs.

14 G6 HOSPITALITY, LLC; TRAVEL INN
ASSOCIATES, LP; KGPCO INC.; [collectively d/b/a
15 STUDIO 6 CONCORD];

16 MARRIOTT INTERNATIONAL, INC.; CCMH
PROPERTIES II LLC; 2600 BISHOP DRIVE
17 GROUND OWNER LP; [collectively d/b/a SAN
18 RAMON MARRIOTT]

19 MARRIOTT INTERNATIONAL, INC.; BRE
NEWTON HOTELS PROPERTY OWNER LLC;
20 1512 W MISSION BLVD LLC; [collectively d/b/a
21 RESIDENCE INN PLEASANT HILL CONCORD
HOTEL]

22 CHOICE HOTELS INTERNATIONAL, INC.;
23 LEISURE HOTEL GROUP LLC; CLARION INN;
[collectively d/b/a CLARION HOTEL
24 CONCORD/WALNUT CREEK]

25 HILTON WORLDWIDE HOLDINGS, INC.; HILTON
26 DOMESTIC OPERATING COMPANY, INC.; L & L
HOSPITALITY HOLDINGS LLC; [collectively d/b/a
27 HILTON CONCORD],

28 **Defendants.**

Case No.: 3:22-cv-3765

COMPLAINT

**Trafficking Victims Protection
Reauthorization Act
[18 U.S.C. § 1595]**

DEMAND FOR JURY TRIAL

*[Concurrently filed herewith Application
to Proceed Anonymously, Memorandum
of Law in Support; and [Proposed] Order]*

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COMPLAINT

COMES NOW Plaintiff B.J., by and through the undersigned counsel, hereby respectfully submits her Complaint for Damages and makes the following averments. All allegations are made upon information and belief, except those of which B.J. would have personal knowledge because they relate expressly to B.J. or are publicly verified through investigation.

JURISDICTION

1. This Honorable Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331 because this action arises under the Constitution, laws, or treaties of the United States, specifically the William Wilberforce Trafficking Victims Protection Reauthorization Act (“TVPRA”) 18 U.S.C. § 1595. This Court also has supplemental jurisdiction over Plaintiff’s claims that do not arise under federal law because each claim is “so related to claims in the action within [this Court’s] original jurisdiction that they form part of the same controversy under Article III of the United States Constitution.” 28 U.S.C. § 1367(a).

DIVISIONAL ASSIGNMENT

2. Pursuant to Civil Local Rule 3-2(c) the basis for assignment to the San Francisco or Oakland Division as the civil action arises at Defendants’ branded hotels located in Contra Costa County, California.

VENUE

3. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims asserted in this action occurred in the judicial district where this action was brought.

INTRODUCTION

4. Human sex trafficking is a form of modern-day slavery that exists illegally throughout the United States and globally and is furthered by public lodging establishments.

5. For decades, Defendants have allowed criminal traffickers to brazenly sell commercial sex in their branded hotels throughout this country. Criminals parade this misconduct openly on branded hotel properties confident Defendants will choose to continue earning substantial profits at the expense of human life, rights, and dignity.

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1 6. Traffickers rely on Defendants’ permissive conduct and failure to enact and enforce anti-
2 trafficking measures within their branded hotels, despite Defendants’ vast knowledge of this
3 criminality within their walls.

4 7. Defendants G6 Hospitality, LLC (hereinafter “G6”), Marriott International, Inc. (hereinafter
5 “Marriott”), Choice Hotels International, Inc. (hereinafter “Choice”), Hilton Worldwide Holdings
6 Inc. and Hilton Domestic Operating Company Inc. (collectively hereinafter “Hilton”) (all
7 collectively, “Brand Defendants” or “The Brands”), knew and have known for decades that sex
8 trafficking repeatedly occurs under their branded hotels throughout the country and worldwide.

9 8. Similarly, Defendants Travel Inn Associates, LP, KGPCO Inc., CCMH Properties II LLC,
10 2600 Bishop Drive Ground Owner LP, Bre Newton Hotels Property Owner LLC, 1512 W Mission
11 Blvd LLC, Leisure Hotel Group, LLC, Clarion Inn, and L & L Hospitality Holdings LLC (all
12 collectively, “Local Defendants”), knew and have known for decades that sex trafficking repeatedly
13 occurs at their hotel properties.

14 9. Rather than taking timely and effective measures to thwart this epidemic, Defendants chose
15 to ignore the open and obvious presence of sex trafficking on their branded properties, benefitting
16 from the profit and fees created by rooms rented for this explicit and apparent purpose.

17 10. Plaintiff B.J. is a survivor of sex trafficking and brings this action for damages under the
18 federal William Wilberforce Trafficking Victims Protection Reauthorization Act of 2008
19 (“TVPRA”) civil remedy under 18 U.S.C. § 1595.

20 11. In or around 1995, B.J. was first trafficked for commercial sex in California around the age
21 of fifteen years old when she was abducted from her foster home. Over the next year, B.J. was
22 trafficked throughout California hotels until her trafficker was criminally arrested and convicted for
23 his trafficking crimes. B.J. then re-entered the foster care system until she reached the age of
24 majority.

25 12. In 2012, B.J. was preyed upon once again. A new trafficker pretended to be a potential
26 romantic partner and promised B.J. a better life. He promised her shelter, support, and a relationship.
27 However, once this trafficker had deceived B.J., he sold her for commercial sex, physically abused
28 her, and emotionally blackmailed her throughout the next four years.

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1 13. B.J. endured constant coercion, psychological torment, and verbal abuse coupled with
2 physical and sexual violence as her trafficker sold her throughout Defendants' hotels. Defendants
3 knowingly permitted these commercial sex transactions at their hotel properties, valuing profits over
4 people like B.J.

5 14. B.J.'s trafficker used common methods of coercion, including but not limited to, maintaining
6 complete control over her person and whereabouts as well as on social media, email, and phone
7 accounts, through alcohol, drugs, hitting, slapping, choking, beating, manipulation, humiliation,
8 degradation, exhaustion, isolation, incurrence of debt, threats to her person, to her family, and to her
9 children, and by other methods to force compliance.

10 15. B.J.'s trafficker took nude or partially nude photographs and video of B.J. while she was
11 engaged in commercial sex at Defendants' hotels. He used this media for his personal gratification
12 and as advertisements for further commercial sex acts with B.J. at Defendants' hotels. B.J.'s
13 trafficker advertised her on Backpage.com and similar illicit websites.

14 16. A continuing daily parade of buyers and unregistered guests would arrive at Defendants'
15 hotels. One by one, each entered Defendants' hotel rooms to sexually exploit, rape, sexually abuse,
16 and physically assault B.J. with impunity.

17 17. These horrors took place with Defendants' actual and/or constructive knowledge who chose
18 to harbor B.J. within their walls, failing to address such open and obvious criminal activity with
19 effective and enforced anti-trafficking business measures, and otherwise systematically created
20 ways to use sex trafficking victims as a means to increase their profits and public image.

21 18. B.J. now brings this action for damages against Defendants pursuant to 18 U.S.C. § 1595.
22 Each Defendant, knowingly benefitted from participation in a commercial business venture that it
23 knew or should have known to be engaging in sex trafficking acts in violation of 18
24 U.S.C. § 1591(a).

25 19. B.J. was forced against her will, physically and psychologically tortured, and sexually
26 exploited under such duress at Defendants' branded hotels in Concord, San Ramon, Pleasant Hill,
27 and Walnut Creek, California.

28 20. As a direct and proximate result of Defendants' consistent refusals to address the commercial

1 sex trafficking in their branded hotels, B.J. was trafficked for the purpose of commercial sex,
2 sexually exploited, and repeatedly victimized at Defendants’ Studio 6® Concord, San Ramon
3 Marriott®, Residence Inn® Pleasant Hill Concord, Clarion® Hotel Concord/Walnut Creek, and
4 Hilton® Concord (collectively, the “Brand Hotels”).

5 21. The American Hotel Industry’s apathy towards human trafficking has allowed human
6 trafficking in the United States to flourish. Defendants and other members of the hospitality industry
7 have long been aware of the prevalence of human trafficking, particularly sex trafficking, at hotels
8 worldwide and at their own properties. Defendants and others in the industry have access to much
9 public information on the prevalence of human trafficking at hotels, including reports by, among
10 others, the Polaris project created for the use of the hospitality industry.

11 22. The hospitality industry, speaking through industry organizations, has in recent years been
12 increasingly vocal about its supposed “unified commitment” to combat human trafficking.
13 Unfortunately, the near-total lack of concrete action by Defendants and the rest of the hospitality
14 industry shows that the industry in fact has a “unified commitment” to quite the opposite: a
15 continuation of business as usual, so that Defendants and all industry participants continue to profit
16 from hotel human trafficking.

PARTIES

17
18 23. Plaintiff B.J. is a citizen of the United States of America and a resident of the State of
19 California.

- 20 a. B.J. was approximately 15 years old when she was first sold for sex in California.
21 B.J. is a “victim” survivor of “a severe form of sex trafficking” pursuant to 18 U.S.C.
22 §§ 1591(a), 1595(a), and as it is defined under 22 U.S.C. § 7102(11), (16). She is a
23 current resident of California.
- 24 b. Due to the sensitive and private nature of B.J.’s allegations in this case and B.J.’s
25 fear of retaliation, B.J. respectfully requests this Court grant her motion to proceed
26 anonymously pursuant to Federal Rule of Civil Procedure 26(c) and ensure
27 Defendants keep her identity confidential throughout the pendency of the lawsuit and
28 thereafter.

G6 STUDIO 6® CONCORD

24. Defendant G6 Hospitality, LLC (“G6”) is one of the largest hotel brands in the world and offers public lodging services directly and through its affiliates, subsidiaries, and franchisees. G6 owns, manages, or operates more than 1,500 economy and budget motels under its Motel 6® and Studio 6® brands.¹

a. Defendant G6 is a Delaware corporation with its headquarters at 4001 International Parkway, Carrollton, Texas, 75007. G6 may be served by its registered agent Corporation Service Company at 251 Little Falls Drive, Wilmington, Delaware 19808.

b. B.J. was trafficked for commercial sex at the Studio 6® Concord located at 1370 Monument Boulevard, Concord, California 94520 (“Studio 6® Concord”).

c. G6 owns and operates the Studio 6® brand.²

d. The Studio 6® brand slogan is “Extend your stay, not your budget®.” It is distinct from its more recognizable cousin, Motel 6®, in that Studio 6® specializes in “extended stay” accommodation. “Studio 6 is strategically positioned between the upper end of the economy extended stay and lower end of the mid-price extended stay segments.”³

e. The Studio 6® Concord is a G6 branded hotel property.

f. G6 owns, supervises, manages, controls, and/or operates the Studio 6® Concord where B.J. was trafficked and did so when she was trafficked.

25. Defendant Travel Inn Associates, LP (“Travel Inn”) is a California limited partnership with its principal place of business located at 1461 University Avenue, Berkeley, California 94702. It may be served through its registered agent, Jayesh Desai, at 1240 Munras Avenue, Monterey, California 93940. Defendant Travel Inn owned, supervised, managed, controlled, and/or operated the Studio 6® Concord when B.J. was trafficked.

¹ G6 HOSPITALITY, *Our Brands*, <https://g6hospitality.com/our-brands/> (last visited Apr. 12, 2022).

² *Id.*

³ *Id.*

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1 26. Defendant KGPCO, Inc. (“KGPCO”) is a Minnesota corporation with its principal place of
2 business at 3305 Highway 60 West, Faribault, Minnesota 55021. It may be served through its
3 registered agent, Corporation Service Company, CSC-Lawyers Incorporating Service, at 2710
4 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833. Defendant KGPCO owned,
5 supervised, managed, controlled, and/or operated the Studio 6® Concord when B.J. was trafficked.

6 27. Collectively, Defendants Travel Inn and KGPCO shall be referred to as the “Local Studio 6®
7 Defendants.”

8 28. When B.J. was trafficked, G6 and the Local Studio 6® Defendants were collectively doing
9 business as the Studio 6® Concord in Concord, California, and were authorized, licensed, and doing
10 business in the State of California offering the Studio 6® Concord as a place of public lodging.

11 29. When B.J. was trafficked, G6 and the Local Studio 6® Defendants were, by and through their
12 agents, servants, franchisees, and/or employees, the owners, operators, managers, supervisors,
13 controllers, and innkeepers of the Studio 6® Concord.

- 14 a. G6 is and was the principal in an agency relationship with the Local Studio 6®
15 Defendants. Under TVPRA section 1595, G6 is both directly liable and vicariously
16 liable for the acts and/or omissions of the brand staff at its branded hotels, including
17 the Studio 6® Concord where B.J. was harbored for commercial sex.
- 18 b. The Local Studio 6® Defendants have apparent agency for G6 so as to establish
19 vicarious liability under California law, in addition to an actual agency relationship.
- 20 c. G6 ratified the Local Studio 6® Defendants’ actions and inactions.
- 21 d. G6 exercises day-to-day control over the Local Studio 6® Defendants and the
22 Studio 6® Concord through centralized corporate systems, training, policies, and its
23 brand standards.
- 24 e. G6 implements and retains control over the Local Studio 6® Defendants and the
25 Studio 6® Concord as direct subsidiaries or under the terms of its franchise
26 agreement.
- 27 f. G6 controls uniform and required reservation, marketing, customer support systems
28 and loyalty programs at its branded hotels, including the Studio 6® Concord. G6 also

1 advertises its branded hotels through national press releases, newsletters, emails,
2 announcements on its national website, and mentions across its corporate media
3 channels.⁴

4 g. Through its national sales team, G6 controls the credit processing system and
5 centralized direct billing at its branded hotels, including the Studio 6® Concord.

6 h. As the principal and as a hotel operator, G6 controls the training, polices, and
7 procedures for its branded hotels, including the Studio 6® Concord. G6 manages
8 corporate training, policies, and procedures on human trafficking, cybersecurity,
9 guest preferences, reward programs, internet access, hotel furniture, amenities, food
10 and beverage, cleanliness, and/or other hotel brand related policies published and
11 communicated via property management systems with back-end management by
12 G6.⁵

13 i. G6 reports “a proactive, zero-tolerance stance on human trafficking” and
14 commitment to “provide anti-trafficking training to 100% of corporate and owned
15 hotel team members annually.” G6 addresses trafficking at its branded hotels
16 through the G6 Safety, Security, and Rapid Response Teams, as well as the G6
17 “Brand Standards and Franchise Owner Code of Conduct, [which] set[s] the ethical
18 standards by which [G6] franchisees must operate, setting clear expectations on [G6]
19 efforts to combat trafficking.”⁶

20 j. G6 controls and provides centralized technology systems for hotel operations at its
21 branded hotels, including systems its branded hotels must use to access shared
22 customer data and reservations information. G6 also sets and controls Wi-Fi
23

24 ⁴ *Franchise with Motel 6*, G6 HOSPITALITY, <https://g6hospitality.com/franchising/> (last visited Jun.
25 17, 2022) (“Our annual marketing support includes national television, network radio, outdoor
billboards, digital advertising, email and public relations activities.”).

26 ⁵ See e.g., *Lighting the Way: G6 Hospitality 2021 Environmental, Social, Governance Report*, G6
27 HOSPITALITY 8 (2021), <https://g6hospitality.com/about-us/our-esg-commitment/> (“We focus on
28 health and safety protocols in our operations and commit to raising awareness about human
trafficking.”).

⁶ *Id.* at 9, 23, 24.

1 qualifications and/or Wi-Fi qualified service providers, language and policy used on
2 internet landing pages, thresholds for cybersecurity, filtering and/or other guest
3 internet protections, systems used to monitor customer reviews and responses, and
4 other systems related to the daily operations at its brand hotels, including the Studio
5 6® Concord.

6 k. In addition, through an integrated corporate marketplace, G6 mandates the use of
7 specific vendors and suppliers for the purchase of goods and services at its branded
8 hotels, including the Studio 6® Concord.

9 l. Under the guise of maintaining its “brand standards,” G6 also forces its branded
10 hotels to frequently undertake expensive renovations, remodeling, and construction
11 efforts, as well as purchase mandated products with limited warranties which are
12 shortened by such onerous and exorbitant requirements.

13 m. G6 and the Local Studio 6® Defendants knowingly benefited, or received something
14 of value, from their commercial business venture at the Studio 6® Concord through
15 their shared variable economic interest, including mechanisms such as profit-sharing,
16 royalty payments, licensing fees, sales incentives, reimbursements, rebates, joint
17 marketing allowances, and percentages of the gross room revenue generated by the
18 hotel operations directly supported by the trafficking of B.J. in their hotel rooms.

19 n. G6 and the Local Studio 6® Defendants also knowingly benefited, or received
20 something of value, from their commercial business venture at the Studio 6®
21 Concord by maintaining a positive public image for G6 and the Studio 6® Concord.

22 o. As an integrated enterprise and/or joint employer, G6 and the Local Studio 6®
23 Defendants are separately and jointly responsible for compliance with all applicable
24 laws.

25 p. As an integrated enterprise and/or joint employer, G6 and the Local Studio 6®
26 Defendants are jointly and severally liable for any damages caused by their
27 commercial business venture, including the misconduct of their employees.

28 q. G6 and the Local Studio 6® Defendants are subject to the jurisdiction of this Court

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because they regularly conduct business in California, including through their joint ownership and operation of the Studio 6® Concord, contracting to supply services in California, and deriving substantial revenue from services rendered in California, has caused indivisible injuries to B.J. in California, and profited from a commercial business venture which unlawfully permitted criminals to sell B.J. for commercial sex at the Studio 6® Concord in California.

SAN RAMON MARRIOTT® AND RESIDENCE INN® CONCORD

30. Defendant Marriott International, Inc. (“Marriott”) is one of the largest hotel franchising companies in the world with over 7,000 branded properties across 131 countries.⁷ Marriott offers public lodging services directly and through its affiliates, subsidiaries, and franchises.

- a. Defendant Marriott is a Delaware corporation with its principal place of business located at 10400 Fernwood Road, Bethesda, Maryland 20817. It can be served by its registered agent CT Corporation System at 1200 South Pine Island Road Plantation, California 33324.
- b. Marriott is the successor entity to Starwood Hotels and Resorts Worldwide, Inc. and retains successor liability for the wrongful acts of the predecessor.
- c. As of 2016, Starwood Hotels and Resorts, LLC f/k/a Starwood Hotels and Resorts Worldwide, Inc. is a wholly owned subsidiary of Marriott.
- d. B.J. was trafficked for commercial sex at the San Ramon Marriott® located at 2600 Bishop Drive, San Ramon, California 94583.
- e. B.J. was trafficked for commercial sex at the Residence Inn® Pleasant Hill Concord located at 700 Ellinwood Way, Pleasant Hill, California 94523 (“Residence Inn® Concord”).
- f. Marriott owns and operates the Marriott® Hotels and Residence Inn® brands.⁸

⁷ We Are Marriott International, *A Brand Leader*, MARRIOTT <https://www.marriott.com/marriott/aboutmarriott.mi> (last visited Apr. 13, 2022).

⁸ *Explore Our Brands*, MARRIOTT, <https://www.marriott.com/marriott-brands.mi> (last visited Apr. 13, 2022).

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- 1 g. The Marriott Hotel brand slogan is “Let your mind travel.”⁹
- 2 h. The Residence Inn® brand slogan is “Travel like you live.”¹⁰ “Residence Inn by
- 3 Marriott is the global leader in the longer stays lodging segment with more than 870
- 4 properties in over 15 countries and territories.”¹¹
- 5 i. The San Ramon Marriott® and the Residence Inn® Concord are Marriott branded
- 6 hotel properties.
- 7 j. Marriott owns, supervises, manages, controls, and/or operates the San Ramon
- 8 Marriott® and the Residence Inn® Concord where B.J. was trafficked and did so when
- 9 she was trafficked.

10 31. Defendant CCMH Properties II LLC (“CCMH”) is a Delaware limited liability company
11 with its principal place of business located at 4747 Bethesda Avenue, Suite 1300, Bethesda,
12 Maryland 20814. It can be served via its registered agent, Corporation Service Company, at 2710
13 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833. Defendant CCMH owned,
14 supervised, managed, controlled, and/or operated the San Ramon Marriott® when B.J. was
15 trafficked.

16 32. Defendant 2600 Bishop Drive Ground Owner LP (“2600 Bishop Drive”) is a Delaware
17 limited partnership with its principal place of business located at 1114 Avenue of the Americas,
18 39th Floor, New York, New York, 10036. It can be served through its registered agent, Corporation
19 Service Company, at 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833.
20 Defendant 2600 Bishop Drive owned, supervised, managed, controlled, and/or operated the San
21 Ramon Marriott® when B.J. was trafficked.

22 33. Marriott Hotel Services, Inc. is a Delaware corporation and direct subsidiary or assumed
23 name of Defendant Marriott with its principal place of business located at 10400 Fernwood Road,
24 Bethesda, Maryland 20817.¹² Marriott Hotels Services, Inc. owned, supervised, managed,

25 _____
⁹ MARRIOTT, <https://marriott-hotels.marriott.com/> (last visited Apr. 13, 2022).

26 ¹⁰ Residence Inn by Marriott, <https://residence-inn.marriott.com/> (last visited Apr. 13, 2022)
(previously, “It’s not a room. It’s a residence.”).

27 ¹¹ *Residence Inn*, HOSPITALITYNET, <https://www.hospitalitynet.org/brand/23000023.html> (last
28 visited Apr. 13, 2022).

¹² Marriott Int’l, Inc., 2006 Annual Report (Form 10-K), Exhibit 21 (Feb. 21, 2007).

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1 controlled, and/or operated the San Ramon Marriott® when B.J. was trafficked.
2 34. Upon information and belief, Defendant CCMH and/or Defendant 2600 Bishop Drive are
3 also direct subsidiaries of Defendant Marriott.
4 35. Collectively, Defendants CCMH and 2600 Bishop Drive shall be referred to as the “Local
5 San Ramon Marriott® Defendants.”
6 36. Defendant Bre Newton Hotels Property Owner LLC (“Bre Newton”) is a Delaware limited
7 liability company with its principal place of business located at 233 South Wacker Drive, Suite
8 4700, Chicago, Illinois 60608. It can be served via its registered agent, CSC-Lawyers Incorporating
9 Service, at 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833. Defendant Bre
10 Newton owned, supervised, managed, controlled, and/or operated the Residence Inn® Concord
11 when B.J. was trafficked.
12 37. Defendant 1512 W Mission Blvd LLC (“1512 W Mission”) is a state limited liability
13 company with its principal place of business located at 601 North Santa Anita Avenue, Arcadia,
14 California 91006. It can be served via its registered agents, Positive Investments, Inc. or Rao R.
15 Yalamanchili, at the same address. Defendant 1512 W Mission owned, supervised, managed,
16 controlled, and/or operated the Residence Inn® Concord when B.J. was trafficked.
17 38. Residence Inn by Marriott, LLC is a Delaware limited liability company and direct
18 subsidiary and/or assumed name of Defendant Marriott with its principal place of business located
19 at 1209 Orange Street, Wilmington, Delaware 19801.¹³ Residence Inn by Marriott, LLC owned,
20 supervised, managed, controlled, and/or operated the Residence Inn® Concord when B.J. was
21 trafficked.
22 39. Upon information and belief, Defendant Bre Newton and/or Defendant 1512 W Mission are
23 also direct subsidiaries of Defendant Marriott.
24 40. Collectively, Defendants Bre Newton and 1512 W Mission shall be referred to as the “Local
25 Residence Inn® Defendants.”
26 41. Collectively, the Local San Ramon Marriott® Defendants and Local Residence Inn®
27

28 _____
¹³ *Id.*

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1 Defendants shall be referred to as the “Local Marriott Defendants.”

2 42. When B.J. was trafficked, Marriott and the Local San Ramon Marriott® Defendants were
3 collectively doing business as the San Ramon Marriott® in San Ramon, California, and were
4 authorized, licensed, and doing business in the State of California offering the San Ramon Marriott®
5 as a place of public lodging.

6 43. When B.J. was trafficked, Marriott and the Local Residence Inn® Defendants were
7 collectively doing business as the Residence Inn® Concord in Concord, California, and were
8 authorized, licensed, and doing business in the State of California offering the Residence Inn®
9 Marriott as a place of public lodging.

10 44. When B.J. was trafficked, Marriott and the Local San Ramon Marriott® Defendants were,
11 by and through their agents, servants, franchisees, and/or employees, the owners, operators,
12 managers, supervisors, controllers, and innkeepers of the San Ramon Marriott®.

13 45. When B.J. was trafficked, Marriott and the Local Residence Inn® Defendants were, by and
14 through their agents, servants, franchisees, and/or employees, the owners, operators, managers,
15 supervisors, controllers, and innkeepers of the Residence Inn® Concord.

16 a. Marriott is and was the principal in an agency relationship with the Local Marriott
17 Defendants. Under TVPRA section 1595, Marriott is both directly liable and
18 vicariously liable for the acts and/or omissions of the brand staff at its branded hotels,
19 including the San Ramon Marriott® and Residence Inn® Concord where B.J. was
20 harbored for commercial sex.

21 b. The Local Marriott Defendants have apparent agency for Marriott so as to establish
22 vicarious liability under California law, in addition to an actual agency relationship.

23 c. Marriott ratified the Local Marriott Defendants’ actions and inactions.

24 d. Marriott exercises day-to-day control over the Local Marriott Defendants and the San
25 Ramon Marriott® and Residence Inn® Concord through centralized corporate
26 systems, training, policies, and its brand standards.

27 e. Marriott implements and retains control over the Local Marriott Defendants and the
28 San Ramon Marriott® and Residence Inn® Concord as direct subsidiaries or under

1 the terms of its franchise agreement.

- 2 f. Marriott controls uniform and required reservation, marketing, customer support
3 systems and loyalty programs at its brand hotels, including the San Ramon Marriott®
4 and Residence Inn® Concord. Marriott also advertises its branded hotels through
5 national press releases, newsletters, emails, announcements on its national website,
6 and mentions across its corporate media channels.¹⁴
- 7 g. Through its national sales team, Marriott controls the credit processing system and
8 centralized direct billing at its branded hotels, including the San Ramon Marriott®
9 and Residence Inn® Concord.¹⁵
- 10 h. As the principal and as a hotel operator, Marriott controls the training, polices, and
11 procedures for its branded hotels, including the San Ramon Marriott® and Residence
12 Inn® Concord. Marriott manages corporate training, policies, and procedures on
13 human trafficking, cybersecurity, guest preferences, reward programs, internet
14 access, hotel furniture, amenities, food and beverage, cleanliness, and/or other hotel
15 brand related policies published and communicated via property management
16

17

18 ¹⁴ *Hotel Development, Franchise Operations*, MARRIOTT INTERNATIONAL, <https://hotel-development.marriott.com/hotel-development/> (last visited Jun. 17, 2022) (“Along with access to
19 our leading lifestyle brands and loyal guests worldwide, franchise partners can leverage our
20 powerful global sales and marketing systems and leading-edge resources and programs that are
21 designed to consistently drive profits and efficiencies.”); *Powerful Engines, Reservations*,
22 MARRIOTT INTERNATIONAL, <https://hotel-development.marriott.com/powerful-engines/> (last
23 visited Jun. 20, 2022) (“Our powerful platform is fully integrated with revenue management,
24 eCommerce, Property Management Systems and our Global Distribution System. Unlike many
25 competitors, 100% of our reservations are centrally processed, translating into the lowest cost
26 per transaction.”); *see also* MICROS Systems, Inc., *Marriott International Selects Cloud-based
27 MICROS OPERA as Its Next-Generation Property Management System for all North America
28 Properties* (Apr. 25, 2013), <https://www.prnewswire.com/news-releases/marriott-international-selects-cloud-based-micros-opera-as-its-next-generation-property-management-system-for-all-north-america-properties-204731811.html>.

¹⁵ *Powerful Engines, Revenue Management*, MARRIOTT INTERNATIONAL, <https://hotel-development.marriott.com/powerful-engines/> (last visited Jun. 20, 2022) (“Our revenue
management team leverages sophisticated systems to execute on pricing strategies and inventory
management that align with our demand forecasting tools to enhance Marriott’s competitiveness,
increase market share and maximize hotel revenue.”).

1 systems with back-end management by Marriott.¹⁶

- 2 i. Marriott claims to have been “a crucial ally in ECPAT-USA’s child protection work
3 for years” and anti-trafficking measures.¹⁷
- 4 j. Marriott controls and provides centralized technology systems for hotel operations
5 at its brand hotels, including systems its brand hotels must use to access shared
6 customer data and reservations information. Marriott also sets and controls Wi-Fi
7 qualifications and/or Wi-Fi qualified service providers, language and policy used on
8 internet landing pages, thresholds for cybersecurity, filtering and/or other guest
9 internet protections, systems used to monitor customer reviews and responses, and
10 other systems related to the daily operations at its brand hotels, including the San
11 Ramon Marriott® and Residence Inn® Concord.¹⁸
- 12 k. In addition, through an integrated corporate marketplace, Marriott mandates the use
13 of specific vendors and suppliers for the purchase of goods and services at its branded
14 hotels, including the San Ramon Marriott® and Residence Inn® Concord.
- 15 l. Under the guise of maintaining its “brand standards,” Marriott also forces its branded
16 hotels to frequently undertake expensive renovations, remodeling, and construction
17 efforts, as well as purchase mandated products with limited warranties which are

18 _____
19 ¹⁶ *Hotel Development*, MARRIOTT INTERNATIONAL, <https://hotel-development.marriott.com/hotel-development/> (last visited Jun. 18, 2022) (“Marriott provides the brands, tools and resources owners need to succeed...As an experienced hotel operator, Marriott offers tenured management teams and the deepest pool of operations talent in the industry, ensuring a superior hotel experience for guests at every touchpoint...Our franchise teams work with leading management companies and owners to provide comprehensive training, tools and resources to help ensure each franchised hotel succeeds in driving value for owners. Along with access to our leading lifestyle brands and loyal guests worldwide, franchise partners can leverage our powerful global sales and marketing systems and leading-edge resources and programs that are designed to consistently drive profits and efficiencies.”).

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24 ¹⁷ Press Release, *Marriott International Launches Enhanced Human Trafficking Awareness Training*, MARRIOTT INTERNATIONAL NEWS CENTER (Jul. 28, 2021), <https://news.marriott.com/news/2021/07/28/marriott-international-launches-enhanced-human-trafficking-awareness-training>.

25
26 ¹⁸ See blueport, *GPNS Certified* (May 22, 2013) <https://blueportwireless.com/gpns-certified/> (“On May 22, 2013, Blueport Wireless becomes the first vendor to be certified in the 2013 Marriott Global Property Network Standard.”); see also DeepBlue, *We are a Certified Marriott GPNS WiFi Supplier*, <https://www.deepbluecommunications.com/industries/hotel-wifi/marriott/> (“Deep Blue has been a Marriott GPNS Certified Hotel WiFi Vendor since 2011.”) (last visited Aug. 19, 2021).

- 1 shortened by such onerous and exorbitant requirements.¹⁹
- 2 m. Marriott and the Local Marriott Defendants knowingly benefited, or received
- 3 something of value, from their commercial business ventures at the San Ramon
- 4 Marriott® and Residence Inn® Concord through their shared variable economic
- 5 interest, including mechanisms such as profit-sharing, royalty payments, licensing
- 6 fees, sales incentives, reimbursements, rebates, joint marketing allowances, and
- 7 percentages of the gross room revenue generated by the hotel operations directly
- 8 supported by the trafficking of B.J. in their hotel rooms.
- 9 n. Marriott and the Local Marriott Defendants also knowingly benefited, or received
- 10 something of value, from their commercial business ventures at the San Ramon
- 11 Marriott® and Residence Inn® Concord by maintaining a positive public image for
- 12 Marriott and the San Ramon Marriott® and Residence Inn® Concord.
- 13 o. As an integrated enterprise and/or joint employer, Marriott and the Local Marriott
- 14 Defendants are separately and jointly responsible for compliance with all applicable
- 15 laws.
- 16 p. As an integrated enterprise and/or joint employer, Marriott and the Local Marriott
- 17 Defendants are jointly and severally liable for any damages caused by their
- 18 commercial business ventures, including the misconduct of their employees.
- 19 q. Marriott and the Local Marriott Defendants are subject to the jurisdiction of this
- 20 Court because they regularly conduct business in California, including through their
- 21 joint ownership and operation of the San Ramon Marriott® and Residence Inn®
- 22 Concord, contracting to supply services in California, and deriving substantial
- 23 revenue from services rendered in California, has caused indivisible injuries to B.J.
- 24 in California, and profited from commercial business ventures which unlawfully
- 25 permitted criminals to sell B.J. for commercial sex at the San Ramon Marriott® and
- 26 Residence Inn® Concord in California.

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28 ¹⁹ See e.g., *Hotel Development, Flexible Building Options*, MARRIOTT INTERNATIONAL, <https://hotel-development.marriott.com/hotel-development/> (last visited Jun. 20, 2022).

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CHOICE CLARION® CONCORD

1
2 46. Defendant Choice Hotels International, Inc. (“Choice”) is “one of the largest and most
3 successful lodging franchisors in the world” with “more than 7,000 branded hotels, representing
4 570,000 rooms, in more than 40 countries.”²⁰ Choice offers public lodging services directly and
5 through its affiliates, subsidiaries, and franchises.

6 a. Defendant Choice is a Delaware corporation with its principal place of business
7 located at 1 Choice Hotels Cir., Rockville, Maryland 20850. It can be served by its
8 registered agent, Corporation Service Company, at 251 Little Falls Drive,
9 Wilmington, Delaware 19808.

10 b. B.J. was trafficked for commercial sex at the Clarion® Hotel Concord located at 1050
11 Burnett Avenue, Concord, California 94520 (“Clarion® Concord”).

12 c. Choice owns and operates the Clarion® brand.²¹

13 d. The Clarion® brand slogan is “Get Together Here™.” Choice offers Clarion®
14 branded hotels to “provide all the essentials you’re looking for to create meaningful
15 memories with the important people in your life.”²²

16 e. The Clarion® Concord is a Choice branded hotel property.

17 f. Choice owns, supervises, manages, controls, and/or operates the Clarion® Concord
18 where B.J. was trafficked and did so when she was trafficked.

19 47. Defendant Leisure Hotel Group, LLC (“LHG”) is a California limited liability company with
20 its principal place of business located at 1050 Burnett Avenue, Concord, California 94520. It can
21 be served via its registered agent, Jasbir Gill, at the same address. Defendant LHG owned,
22 supervised, managed, controlled, and/or operated the Clarion® Concord when B.J. was trafficked.

23
24 _____
²⁰ About Choice Hotels, <https://www.choicehotels.com/about> (last visited Mar. 30, 2022).

25 ²¹ Clarion, <https://www.hospitalitynet.org/brand/23000129/clarion.html> (last visited Apr. 8, 2022)
26 (“Clarion is a nationally recognized hotel franchise brand serving a need in the ‘gatherings’
27 marketplace not filled by any other hotel brand today. The ‘gatherings’ segment is potentially 70 to
28 90 million annual room nights room nights, driving an opportunity for return with a reasonable
conversion investment.”)

²² Choice Hotels, Stay at Clarion®, <https://www.choicehotels.com/clarion> (last visited Mar. 30,
2022).

1 48. Defendant Clarion Inn is a California company owned by Santokh Singh with its principal
2 place of business located at 1050 Burnett Avenue, Concord, California 94520. It can be served by
3 Santokh Singh at the same address. Defendant Clarion Inn owned, supervised, managed, controlled,
4 and/or operated the Clarion® Concord when B.J. was trafficked.

5 49. Collectively, Defendants LHG and Clarion Inn shall be referred to as the “Local Clarion®
6 Defendants.”

7 50. When B.J. was trafficked, Choice and the Local Clarion® Defendants were collectively doing
8 business as the Clarion® Hotel Concord in Concord, California, and were authorized, licensed, and
9 doing business in the State of California offering the Clarion® Concord as a place of public lodging.

10 51. When B.J. was trafficked, Choice and the Local Clarion® Defendants were, by and through
11 their agents, servants, franchisees, and/or employees, the owners, operators, managers, supervisors,
12 controllers, and innkeepers of the Clarion® Concord.

- 13 a. Choice is and was the principal in an agency relationship with the Local Clarion®
14 Defendants. Under TVPRA section 1595, Choice is both directly liable and
15 vicariously liable for the acts and/or omissions of the brand staff at its branded hotels,
16 including the Clarion® Concord where B.J. was harbored for commercial sex.
- 17 b. The Local Clarion® Defendants have apparent agency for Choice so as to establish
18 vicarious liability under California law, in addition to an actual agency relationship.
- 19 c. Choice ratified the Local Clarion® Defendants’ actions and inactions.
- 20 d. Choice exercises day-to-day control over the Local Clarion® Defendants and the
21 Clarion® Concord through centralized corporate systems, training, policies, and
22 brand standards.
- 23 e. Choice implements and retains control over the Local Clarion® Defendants and the
24 Clarion® Concord as direct subsidiaries or under the terms of its franchise agreement.
- 25 f. Choice controls uniform and required reservation, marketing, customer support
26 systems and loyalty programs at its brand hotels, including the Clarion® Concord.
27 Choice also advertises its branded hotels through national press releases, newsletters,
28 emails, announcements on its national website, and mentions across its corporate

1 media channels.²³

2 g. Through its national sales team, Choice controls the credit processing system and
3 centralized direct billing at its branded hotels, including the Clarion® Concord.²⁴

4 h. As the principal and as a hotel operator, Choice controls the training, polices, and
5 procedures for its branded hotels, including the Clarion® Concord. Choice manages
6 corporate training, policies, and procedures on human trafficking, cybersecurity,
7 guest preferences, reward programs, internet access, hotel furniture, amenities, food
8 and beverage, cleanliness, and/or other hotel brand related policies published and
9 communicated via property management systems with back-end management by
10 Choice.²⁵

11 i. Choice claims to “strive to conduct [its] business operations free from violations of
12 human rights” and offers—but does not require—training to its branded hotels.²⁶
13 Choice represents that it considers guest safety and security important and requires
14 its branded hotels to comply with Choice brand standards and all local, state, and
15 federal laws.²⁷

16 j. Choice controls and provides centralized technology systems for hotel operations at
17 its brand hotels, including systems its brand hotels must use to access shared
18 customer data and reservations information. Choice also sets and controls Wi-Fi
19 qualifications and/or Wi-Fi qualified service providers, language and policy used on
20

21 _____
22 ²³ *Why Choice?*, CHOICE, <https://choicehotelsdevelopment.com/why-choice> (last visited Jun. 9,
23 2022). Choice mandates usage of a cloud-based centralized property management system called
24 ChoiceADVANTAGE to its branded hotels and controls all hotel reservations made across its
25 branded hotels on its centralized reservation system called Choice Edge. *Connect the world through*
26 *the power of hospitality*, CHOICE, <https://www.choicehotels.com/about> (last visited Jun. 10, 2022).

27 ²⁴ *Id.*

28 ²⁵ *See e.g., id.* (“We’ve taken our teams’ collective knowledge of hotel operations, technology,
service and leadership, and developed the tools and resources our owners use every day to help run
their businesses.”).

²⁶ Human Rights Policy, CHOICE HOTELS, <https://www.choicehotels.com/about/responsibility/human-rights-policy> (last visited Apr. 8, 2022).

²⁷ *Id.*

1 internet landing pages, thresholds for cybersecurity, filtering and/or other guest
2 internet protections, systems used to monitor customer reviews and responses, and
3 other systems related to the daily operations at its brand hotels, including the
4 Clarion® Concord.²⁸

5 k. In addition, through an integrated corporate marketplace, Choice mandates the use
6 of specific vendors and suppliers for the purchase of goods and services at its branded
7 hotels, including the Clarion® Concord.

8 l. Under the guise of maintaining its “brand standards,” Choice also forces its branded
9 hotels to frequently undertake expensive renovations, remodeling, and construction
10 efforts, as well as purchase mandated products with limited warranties which are
11 shortened by such onerous and exorbitant requirements.²⁹

12 m. Choice and the Local Clarion® Defendants knowingly benefited, or received
13 something of value, from their commercial business venture at the Clarion® Concord
14 through their shared variable economic interest, including mechanisms such as
15 profit-sharing, royalty payments, licensing fees, sales incentives, reimbursements,
16 rebates, joint marketing allowances, and percentages of the gross room revenue
17 generated by the hotel operations directly supported by the trafficking of B.J. in their
18 hotel rooms.

19 n. Choice and the Local Clarion® Defendants also knowingly benefited, or received
20 something of value, from their commercial business venture at the Clarion® Concord
21 by maintaining a positive public image for Choice and the Clarion® Concord.

22 o. As an integrated enterprise and/or joint employer, Choice and the Local Clarion®
23 Defendants are separately and jointly responsible for compliance with all applicable
24 laws.

25 p. As an integrated enterprise and/or joint employer, Choice and the Local Clarion®

26 _____
27 ²⁸ *Why Choice?*, CHOICE, <https://choicehotelsdevelopment.com/why-choice> (last visited Jun. 9,
2022).

28 ²⁹ *See e.g., Convert an Existing Hotel*, CHOICE HOTELS, [https://choicehotelsdevelopment.com/
convert-a-hotel/#upscale](https://choicehotelsdevelopment.com/convert-a-hotel/#upscale) (last visited Jun. 9, 2022).

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1 Defendants are jointly and severally liable for any damages caused by their
2 commercial business venture, including the misconduct of their employees.

- 3 q. Choice and the Local Clarion® Defendants are subject to the jurisdiction of this Court
4 because they regularly conduct business in California, including through their joint
5 ownership and operation of the Clarion® Concord, contracting to supply services in
6 California, and deriving substantial revenue from services rendered in California, has
7 caused indivisible injuries to B.J. in California, and profited from a commercial
8 business venture which unlawfully permitted criminals to sell B.J. for commercial
9 sex at the Clarion® Concord in California.

10 **HILTON® CONCORD**

11 52. Defendants Hilton Worldwide Holdings Inc. and Hilton Domestic Operating Company Inc.
12 (collectively, “Hilton”) encompass “one of the world’s largest, fastest-growing hospitality
13 companies” with over 18 brands and 6,800 branded properties across 122 countries.³⁰ Hilton offers
14 public lodging services directly and through its affiliates, subsidiaries, and franchises.

- 15 a. Defendant Hilton Worldwide Holdings Inc. is a Delaware corporation with its
16 principal place of business located at 7930 Jones Branch Drive, Suite 1100, McLean,
17 Virginia 22102. It can be served by its registered agent, CSC-Lawyers Incorporating
18 Service, at 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833.
- 19 b. Defendant Hilton Domestic Operating Company Inc. (“Hilton DOPCO”) is a
20 Delaware corporation with an identical principal place of business and registered
21 agent as Defendant Hilton Worldwide Holdings Inc.
- 22 c. Defendant Hilton DOPCO is 100 percent owned directly by Hilton Worldwide
23 Parent LLC, which, in turn, is 100 percent owned directly by Defendant Hilton
24 Worldwide Holdings Inc., the ultimate parent company.
- 25 d. B.J. was trafficked for commercial sex at the Hilton® Concord located at 1970
26 Diamond Boulevard, Concord, California 94520.

27
28 ³⁰ *Welcome to Hilton*, <https://www.hilton.com/en/corporate/> (last visited Apr. 14, 2022).

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1 e. Hilton owns and operates the Hilton® Hotels and Resorts brand.³¹

2 f. The Hilton® brand slogan is “Take me to the Hilton.”³²

3 g. The Hilton® Concord is a Hilton branded hotel property.

4 h. Hilton owns supervises, manages, controls, and/or operates the Hilton® Concord
5 where B.J. was trafficked and did so when she was trafficked.

6 53. Defendant L&L Hospitality Holdings, LLC (“L&L”) is a California limited liability
7 company with its principal place of business located at 20342 SW Acacia Street, Newport Beach,
8 CA 92660. It can be served by its registered agent, Xiaoping Wei, at the same address. Defendant
9 L&L owned, supervised, managed, controlled, and/or operated the Hilton® Concord when B.J. was
10 trafficked. Alternatively, L&L is the successor in interest to the corporate entities that owned,
11 supervised, managed, controlled, and/or operated the Hilton® Concord between 2013 and 2016
12 when B.J. was trafficked, and thus L&L retains successor liability for the wrongful acts of its
13 predecessors. Defendant L&L shall be referred to as the “Local Hilton® Defendant.”

14 54. When B.J. was trafficked, Hilton and the Local Hilton® Defendant were collectively doing
15 business as the Hilton® Concord in Concord, California, and were authorized, licensed, and doing
16 business in the State of California offering the Hilton® Concord as a place of public lodging.

17 55. When B.J. was trafficked, Hilton and the Local Hilton® Defendant were, by and through
18 their agents, servants, franchisees, and/or employees, the owners, operators, managers, supervisors,
19 controllers, and innkeepers of the Hilton® Concord.

20 a. Hilton is and was the principal in an agency relationship with the Local Hilton®
21 Defendant. Under TVPRA section 1595, Hilton is both directly liable and
22 vicariously liable for the acts and/or omissions of the brand staff at its branded hotels,
23 including the Hilton® Concord where B.J. was harbored for commercial sex.

24 b. The Local Hilton® Defendant has apparent agency for Hilton so as to establish
25 vicarious liability under California law, in addition to an actual agency relationship.

26
27 ³¹ *Our Brands*, HILTON, <https://www.hilton.com/en/corporate/#hilton-hotels-&-resorts> (last visited
Apr. 14, 2022).

28 ³² *Hilton Hotels & Resorts slogans*, SLOGANLIST, <https://www.sloganlist.com/tours-slogans/hilton-hotels-slogans.html> (last visted Apr. 14, 2022).

- 1 c. Hilton ratified the Local Hilton® Defendant’s actions and inactions.
- 2 d. Hilton exercises day-to-day control over the Local Hilton® Defendant and the
- 3 Hilton® Concord through centralized corporate systems, training, policies, and its
- 4 brand standards.
- 5 e. Hilton implements and retains control over the Local Hilton® Defendant and the
- 6 Hilton® Concord as direct subsidiaries or under the terms of its franchise agreement.
- 7 f. Hilton controls uniform and required reservation, marketing, customer support
- 8 systems and loyalty programs at its brand hotels, including the Hilton® Concord.
- 9 Hilton also advertises its branded hotels through national press releases, newsletters,
- 10 emails, announcements on its national website, and mentions across its corporate
- 11 media channels.³³
- 12 g. Through its national sales team, Hilton controls the credit processing system and
- 13 centralized direct billing at its branded hotels, including the Hilton® Concord.³⁴
- 14 h. As the principal and as a hotel operator, Hilton controls the training, polices, and
- 15 procedures for its branded hotels, including the Hilton® Concord. Hilton manages
- 16 corporate training, policies, and procedures on human trafficking, cybersecurity,
- 17 guest preferences, reward programs, internet access, hotel furniture, amenities, food
- 18 and beverage, cleanliness, and/or other hotel brand related policies published and
- 19 communicated via property management systems with back-end management by
- 20 Hilton.³⁵

21 _____

22 ³³ *Hilton Performance Advantage, Reservations & Customer Care*, HILTON, <https://www.hilton.com/en/corporate/development/hilton-performance-advantage/> (last visited Jun.

23 20, 2022). (“Hilton Reservations & Customer Care (HRCC) handles reservations across the entire

24 Hilton portfolio.”); *see also* Hilton ONQ Solutions for your Business, <https://www.alphansotech.com/hilton-onq-software-solutions> (last visited Jun. 22, 2022) (Hilton’s

25 centralized property management system); Hilton ONQ – Alphansotech (May 13, 2019), https://youtu.be/_2EHKwxNbyo (same).

26 ³⁴ *Hilton Performance Advantage, Hilton Sales*, HILTON, [https://www.hilton.com/en/corporate/](https://www.hilton.com/en/corporate/development/hilton-performance-advantage/)

27 [development/hilton-performance-advantage/](https://www.hilton.com/en/corporate/development/hilton-performance-advantage/) (last visited Jun. 20, 2022). (“With more than 700 sales

28 professionals in offices around the world, owners and operators can be sure their property receives the combined benefits of scale, access, competence, and experience from Hilton Sales.”).

³⁵ *Hilton Performance Advantage, Information Technology*, HILTON, <https://www.hilton.com/en/>

- 1 i. Hilton’s Human Rights Policy explicitly prohibits human sex trafficking yet fails to
2 mandate training to all employees working in Hilton branded properties.³⁶ Hilton
3 merely “encourages its owners, franchise partners, and other in its value chain to
4 uphold [its Human Rights Policy’s principles].”³⁷
- 5 j. Hilton controls and provides centralized technology systems for hotel operations at
6 its brand hotels, including systems its brand hotels must use to access shared
7 customer data and reservations information. Hilton also sets and controls Wi-Fi
8 qualifications and/or Wi-Fi qualified service providers, language and policy used on
9 internet landing pages, thresholds for cybersecurity, filtering and/or other guest
10 internet protections, systems used to monitor customer reviews and responses, and
11 other systems related to the daily operations at its brand hotels, including the Hilton®
12 Concord.³⁸
- 13 k. In addition, through an integrated corporate marketplace, Hilton mandates the use of
14 specific vendors and suppliers for the purchase of goods and services at its branded
15 hotels, including the Hilton® Concord.³⁹
- 16 l. Under the guise of maintaining its “brand standards,” Hilton also forces its branded
17 hotels to frequently undertake expensive renovations, remodeling, and construction
18 efforts, as well as purchase mandated products with limited warranties which are
19

20 corporate/development/hilton-performance-advantage/ (last visited Jun. 17, 2022). (“With our
21 unmatched level of integration, resources, and partnerships, we deliver everything from core
22 reservation and property management systems to high-speed Internet, data security, and in-room
entertainment.”).

23 ³⁶ Hilton Human Rights Policy (Dec. 2017), <https://ir.hilton.com/~media/Files/H/Hilton-Worldwide-IR-V3/committee-composition/human-rights-policy.pdf>.

24 ³⁷ *Id.*

25 ³⁸ *Hilton Management Services: Technology*, HILTON, <https://managementservices.hilton.com/en/support-services/technology/> (last visited Jun. 20, 2022) (“HMS makes Information Technology work optimally for your hotels, directly aligning with regional operations and myriad other teams to deliver the top suite of revenue-enhancing, integrated, cost-effective and secure solutions in hospitality.”).

27 ³⁹ *See, e.g.*, Our Hotel Partners, DEEPBLUE, <https://www.deepbluecommunications.com/industries/hotel-wifi/> (featuring “Our Hotel Partners” as Hilton, Marriott, Wyndham Hotel Group, and Hyatt) (last visited Jun. 22, 2022).

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shortened by such onerous and exorbitant requirements.⁴⁰

- m. Hilton and the Local Hilton® Defendant knowingly benefited, or received something of value, from their commercial business venture at the Hilton® Concord through their shared variable economic interest, including mechanisms such as profit-sharing, royalty payments, licensing fees, sales incentives, reimbursements, rebates, joint marketing allowances, and percentages of the gross room revenue generated by the hotel operations directly supported by the trafficking of B.J. in their hotel rooms.
- n. Hilton and the Local Hilton® Defendant also knowingly benefited, or received something of value, from their commercial business venture at the Hilton® Concord by maintaining a positive public image for Hilton and the Hilton® Concord.
- o. As an integrated enterprise and/or joint employer, Hilton and the Local Hilton® Defendant are separately and jointly responsible for compliance with all applicable laws.
- p. As an integrated enterprise and/or joint employer, Hilton and the Local Hilton® Defendant are jointly and severally liable for any damages caused by their commercial business venture, including the misconduct of their employees.
- q. Hilton and the Local Hilton® Defendant are subject to the jurisdiction of this Court because they regularly conduct business in California, including through their joint ownership and operation of the Hilton® Concord, contracting to supply services in California, and deriving substantial revenue from services rendered in California, has caused indivisible injuries to B.J. in California, and profited from a commercial business venture which unlawfully permitted criminals to sell B.J. for commercial sex at the Hilton® Concord in California.

56. Whenever reference is made in this Complaint to any act, deed, or conduct of the Defendants,

⁴⁰ *Architecture, Design, Construction & Technical Services*, HILTON, <https://www.hilton.com/en/corporate/development/architecture-design-construction/> (last visited Jun. 17, 2022). (“Whether building a new hotel, converting or renovating an existing one, our standards, prototypes, design guides and other supporting information enable hotel owners, operators, developers, designers and manufacturers to better understand each brand within the Hilton portfolio.”).

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1 the allegation is that the Defendants engaged in the act, deed, or conduct by or through one or more
 2 of their officers, directors, agents, employees, or representatives who was actively engaged in the
 3 management, direction, control, or transaction of the ordinary business and affairs of the Defendants.

4 **FACTUAL ALLEGATIONS**

5 **A. HUMAN TRAFFICKING IS A \$150 BILLION DOLLAR BUSINESS**
 6 **INEXTRICABLY LINKED TO THE BRANDS & HOSPITALITY INDUSTRY**

7 57. Human trafficking is the world’s fastest growing crime.⁴¹

8 58. The worldwide estimated total of illegal profits obtained from the use of forced labor is
 9 \$150.2 billion per year.⁴²

10 59. Two-thirds of these profits—an estimated \$99 billion per year—are generated by forced
 11 sexual exploitation. The sex trafficking industry alone is therefore the second largest illicit crime
 12 industry behind only the sale of *all* illegal drugs.⁴³

13 60. Indeed, sex trafficking victims comprise only 22% of the world’s total forced labor, but are
 14 “six times more profitable than all other forms of forced labor, and five times more profitable than
 15 forced labor exploitation outside domestic work.”⁴⁴

16 61. Statistics released in 2014 by the International Labor Organization (“ILO”) showed
 17 approximately 4.5 million people were victims of forced sexual exploitation globally and each
 18 trafficker earned approximately \$22,000 per victim.⁴⁵ In developed nations like the United States,
 19 the average annual profit per sex trafficking victim is \$80,000.⁴⁶

20 62. Sex traffickers, or “pimps,” use threats, violence, manipulation, lies, debt bondage, and other
 21 forms of coercion to compel adults and children to engage in commercial sex acts against their will.

22 63. Yet, criminal traffickers could not succeed in this hugely profitable industry alone. Experts
 23 agree that human trafficking is increasingly less underground, and traffickers routinely interact and
 24

25 ⁴¹ *Human Trafficking is the World’s Fastest Growing Crime*, THE ADVISORY BOARD (May 22, 2017,
 9:30 AM), <https://www.advisory.com/daily-briefing/2017/05/22/human-trafficking>.

26 ⁴² INT’L LAB. ORG., PROFITS AND POVERTY: THE ECONOMICS OF FORCED LABOR 13 (2014).

27 ⁴³ *Id.*

27 ⁴⁴ *Id.* at 7, 15.

28 ⁴⁵ *Id.* at 13, 15.

⁴⁶ *Id.* at 27.

1 utilize commercial businesses for their criminal endeavors. “[T]raffickers use banks to deposit and
 2 launder their earnings; they use planes, buses and taxi services to transport their victims; they book
 3 hotel rooms integral also to sex trafficking; and, they are active users of social media platforms to
 4 recruit and advertise the services of their victims.”⁴⁷ The private sector’s involvement in the sex
 5 trafficking trade is undeniable, and companies have a responsibility to address their role in it with
 6 active and effective measures.⁴⁸

7 64. In particular, the hospitality industry and the Brands’ hotels are at the center of the sex
 8 trafficking trade. Countless research, news, and nonprofits have confirmed the “obvious nexus”
 9 between human trafficking and hotels’ crucial role as the venue for selling commercial sex.⁴⁹

10 65. The trope of the “no-tell motel” is certainly not a new one. However, the problem is industry
 11 wide. In the United States, as much as 63% of all trafficking incidents happen in hotels ranging
 12 from luxury to economy.⁵⁰

13 66. According to National Human Trafficking Hotline statistics, hotels are the top-reported
 14 venue where sex trafficking acts occur, even over commercial front brothels.⁵¹ Traffickers and
 15 buyers alike frequently use hotel rooms to exploit victims because hotels offer anonymity and non-
 16 traceability which make them ideal venues for crime, and sex trafficking specifically.⁵²

18 ⁴⁷ Carmen Niethammer, *Cracking The \$150 Billion Business Of Human Trafficking*, FORBES (Feb.
 19 2, 2020), <https://www.forbes.com/sites/carmenniethammer/2020/02/02/cracking-the-150-billion-business-of-human-trafficking/>

20 ⁴⁸ *Id.* (quoting Bradley Myles, chief executive officer of Polaris: “Human trafficking is a \$150 billion
 21 a year global industry and can’t be fully addressed without businesses taking active and effective
 22 measures to reduce the potential for exploitation within their own systems.”)

23 ⁴⁹ Brittany Anthony, *On-Ramps, Intersections, and Exit Routes: A Roadmap for Systems and*
 24 *Industries to Prevent and Disrupt Human Trafficking*, Hotels and Motels, POLARIS 16-23 (Jul. 2018)
 25 <https://polarisproject.org/wp-content/uploads/2018/08/A-Roadmap-for-Systems-and-Industries-to-Prevent-and-Disrupt-Human-Trafficking-Hotels-and-Motels.pdf>; *see also Hotels & Motels Recommendations*, POLARIS <https://polarisproject.org/hotels-motels-recommendations>; Giovanna L. C. Cavagnaro, *Sex Trafficking: The Hospitality Industry’s Role and Responsibility*, CORNELL UNIVERSITY SCHOOL OF HOTEL ADMINISTRATION (2017), <http://scholarship.sha.cornell.edu/honorstheses/3>.

26 ⁵⁰ Michele Sarkisian, *Adopting the Code: Human Trafficking and the Hospitality Industry*, CORNELL
 27 HOSPITALITY REPORT, 15(15), 3-10 (2015).

28 ⁵¹ *National Human Trafficking Hotline Statistics*, THE POLARIS PROJECT (2016), <https://polarisproject.org/resources/2016-hotline-statistics>.

⁵² Cavagnaro, *supra* note 55, at 1.

1 67. Traffickers use hotels as the hub of their operations. Inside, the victims are harbored, raped,
2 assaulted, and forced to service buyers who come to the hotel solely to purchase sex. This is referred
3 to as an “in call.”

4 68. Hotels are also the venue of choice for buyers seeking an “out call,” wherein the buyer rents
5 a hotel room, and the trafficker then delivers the victim to the buyer’s room to complete the sordid
6 transaction. Unsurprisingly, those on the demand side of this transaction (i.e., those purchasing sex)
7 typically choose to engage in trafficking away from their home which naturally leads to the
8 increased involvement of hotels. In New York City alone, 45% of all reported sexual exploitation
9 took place in hotels, including the Ritz Carlton and the Plaza.⁵³

10 69. Moreover, “[c]ontrary to popular misconception, trafficking does not only take place in
11 cheap hotels or motels with sub-par accommodations.”⁵⁴ Rather, traffickers select hotel businesses
12 based on a variety of factors, including “convenient locations, buyer comfort, price, a hotel’s
13 policies, procedures,...infrastructure,” and “whether the hotel is prone to law enforcement
14 monitoring...[or is] “perceived by traffickers to have distracted and busy staff.”⁵⁵

15 70. Due to the overall complacency of the Brands on addressing this issue, their branded hotels
16 are often *the* venue of choice for sex trafficking. Traffickers and buyers both rely and capitalize on
17 the Brands’ general refusal to adopt and enforce company-wide anti-trafficking policies, train staff
18 on what to look for and how to respond, and/or establish safe and secure reporting mechanisms for
19 those at the point of sale. The Brands and their branded hotels thus provide an ease of access for
20 buyers, an ability to pay in cash (non-traceability), and the ability to maintain anonymity, privacy,
21 discretion, and permission which increases the prevalence of sex trafficking at their branded hotels.⁵⁶

22 71. The Brands have both the power and responsibility to make sex trafficking difficult for
23 criminals. Yet, they repeatedly fail to heed the call, execute anti-trafficking measures, or enforce
24 their own policies. Instead, each continues to facilitate these crimes at their branded hotels, content
25

26 ⁵³ *Id.*

27 ⁵⁴ Anthony, *supra* note 55, at 18.

28 ⁵⁵ *Id.*

⁵⁶ *Hotels Initiative*, THE POLARIS PROJECT, <https://polarisproject.org/initiatives/hotels> (last visited Jun. 19, 2019).

1 to direct their efforts solely to profit and the bottom line.

2 72. Put simply, hotels are a “crucial piece of the infrastructure necessary to facilitate human
3 trafficking” because “hotel chain franchises...offer a good balance of quality and price while giving
4 buyers a sense of anonymity and safety.”⁵⁷

5 73. Due to the Brands’ individual and collective failure to embrace anti-trafficking policies,
6 practices, and training, children and other vulnerable persons are trafficked for sex in hotels
7 throughout the United States and worldwide.

8 74. The Brands must be held accountable for playing a primary role in encouraging and
9 permitting sexual servitude to endure into modern day.

10 **B. THE BRANDS’ KNOWLEDGE OF THEIR ROLE IN THE SEX TRAFFICKING**
11 **TRADE & RESOURCES TO COMBAT IT**

12 **1. National and International Efforts to Combat Sex Trafficking are Ineffective**
13 **without Earnest Involvement by the Brands.**

14 75. The Brands have long known of their role and responsibilities in the sex trafficking trade.

15 76. Nationwide campaigns recognized the issue of human trafficking in the hotel industry and
16 the lack of internal policies to address the issue, and took initiative as early as 1997 with the United
17 Nations Blue Heart Campaign and domestically in 2010 with the Department of Homeland
18 Security’s Blue Campaign.⁵⁸ These efforts sought to educate both the public and private sectors on
19 identifying and combatting human trafficking, including the hospitality industry and both campaigns
20 released online resources and toolkits publicly accessible to any entity concerned with human
21 trafficking.⁵⁹

22 77. At the General Assembly of the United Nations (“UN”) convened in New York, New York
23 in November 2000, the Palermo Protocol to prevent, suppress, and punish trafficking in persons was
24
25

26 ⁵⁷ Anthony, *supra* note 55, at 18.

27 ⁵⁸ *DHS Blue Campaign Five Year Milestone*, DEP’T OF HOMELAND SECURITY (Jul. 22, 2015),
<https://www.dhs.gov/blog/2015/07/22/dhs-blue-campaign-five-year-milestone>.

28 ⁵⁹ *Human Trafficking and the Hospitality Industry*, DEP’T OF HOMELAND SECURITY,
<https://www.dhs.gov/blue-campaign/hospitalityindustry> (last visited Jun. 19, 2019).

1 adopted.⁶⁰

2 78. In 2010, the United States government released its Trafficking in Persons Report, which
3 included an assessment of trafficking in the United States. The Trafficking in Persons Report 2010
4 stated that approximately 12.3 million adults and children were in forced labor, bonded labor, and
5 force prostitution around the world, but that only 4,166 trafficking prosecutions were successful in
6 2009.⁶¹

7 79. During a speech in New York City in September 2012, President Obama stated that human
8 trafficking “ought to concern every person, because it is a debasement of our common humanity. It
9 ought to concern every community because it tears at our social fabric. It ought to concern every
10 business because it distorts markets. It ought to concern every nation, because it endangers public
11 health and fuels violence and organized crime.”⁶²

12 80. In December 2015, President Obama appointed eleven (11) survivors of human trafficking
13 to the inaugural United States Advisory Council on Human Trafficking to advise and make
14 recommendations on federal anti-trafficking policies to the President’s Interagency Task Force to
15 Monitor and Combat Trafficking in Persons.⁶³

16 81. The United States Department of Justice (“DOJ”) brought 248 sex trafficking prosecutions
17 in Fiscal Year 2015 and secured convictions against 291 sex traffickers.⁶⁴ In the previous year, DOJ
18 convicted a total of 184 human traffickers (inclusive of labor trafficking) and in the subsequent year,
19 DOJ convicted a total of 439 human traffickers (inclusive of labor trafficking).⁶⁵

20 _____
21 ⁶⁰ United Nations Human Rights Office of the High Commissioner, *Protocol to Prevent, Suppress*
22 *and Punish Trafficking in Persons, Especially Women and Children, supplementing the United*
23 *Nations Convention against Transnational Organized Crime*, 2237 U.N.T.S. 319 (adopted Nov. 15,

24 2000).
25 ⁶¹ CNN Wire Staff, *U.S. human trafficking report includes U.S. cases for first time*, CNN.com (Jun.

26 14, 2010), <https://www.cnn.com/2010/US/06/14/human.trafficking/index.html#>.
27 ⁶² President Barack Obama, Remarks to the Clinton Global Initiative (Sept. 25, 2012),
28 <https://obamawhitehouse.archives.gov/the-press-office/2012/09/25/remarks-president-clinton-global-initiative>.

⁶³ U.S. DEP’T OF STATE, 2016 TRAFFICKING IN PERSONS REPORT 41 (2016),
<https://www.state.gov/documents/organization/258876.pdf>.

⁶⁴ *Id.* at 389.

⁶⁵ Human Rights First, *Fact Sheet 2017* (2017), <http://www.humanrightsfirst.org/sites/default/files/TraffickingbytheNumbers.pdf>.

1 82. Despite these efforts of governmental and non-governmental organizations to combat human
2 trafficking, the hospitality industry as a whole, continued to lag behind in its efforts to prevent
3 human trafficking. Fifteen years after the adoption of the Palermo Protocol, one study found 45%
4 of children who suffered sexual exploitation reported that their sexual exploitation took place in a
5 hotel.⁶⁶

6 83. Even estimates by attorneys *for the* hospitality industry indicate that 8 out of 10 arrests for
7 human trafficking occur in or around hotels.⁶⁷ Similarly, the 2016 Trafficking in Persons Report
8 issued by the United States Department of State also confirmed that human trafficking occurs
9 rampantly in the hospitality industry in the United States.⁶⁸

10 84. The complicity of the hospitality industry is essential to the perpetuation of human
11 trafficking, allowing traffickers to remain transient, collect profits, and evade detection. Sex
12 trafficking operations move from place to place so that they are less visible to law enforcement.
13 Similarly, sex traffickers also want to keep their victims moving from place to place to isolate them
14 from any possible means of escape or rescue. Traffickers are well aware of the seclusion and
15 anonymity attendant with booking rooms with hotel chains – they know it is unlikely that they will
16 be disturbed.

17 85. Recognizing action by the hospitality industry is thus the key to both combatting—or
18 continuing—human sex trafficking, Representative Ann Wagner made the following statement:
19 “Partnership between public and private sectors is the key to combating human trafficking. Many
20 times, frontline employees in the transportation and hospitality industry are the ones best suited to
21 identify trafficking victims or their predators. Increased awareness and training will lead to more
22 victims being identified, which is the critical step in breaking the cycle of exploitation and
23 victimization.”⁶⁹

24
25 _____
⁶⁶ Sarkisian, *supra* note 56.

26 ⁶⁷ Rich Keating, *Human Trafficking: What It Is And How It Impacts The Hospitality Industry*,
27 Presentation Delivered At AHIA Sprint Conference 2013, Washington, D.C.,
http://www.ahiatorneys.org/aws/AHIA/asset_manager/get_file/92983 (last visited Mar. 1, 2019).

28 ⁶⁸ U.S. DEP’T OF STATE, *supra* note 69, at 387.

⁶⁹ 161 Cong. Rec. H3266-01, H3280

1 **2. The Brands Ignore Red Flag Resources and Sex Trafficking Training.**

2 86. In an effort to assist the Brands in combatting sex trafficking within their companies, ECPAT
3 developed and launched The Code of Conduct for the Protection of Children from Sexual
4 Exploitation in Travel and Tourism (“The Code”) in 1996 and ECPAT-USA in the United States in
5 2004.⁷⁰

6 87. The Code identifies the following six steps companies should take to prevent child sex
7 trafficking: (1) establish corporate policy and procedures against sexual exploitation of children; (2)
8 train employees in children’s rights, the prevention of sexual exploitation and how to report
9 suspected cases; (3) include a clause in further partner contracts stating a common repudiation and
10 zero tolerance policy of sexual exploitation of children; (4) provide information to travelers on
11 children’s rights, the prevention of sexual exploitation of children and how to report suspected cases;
12 (5) support, collaborate and engage stakeholders in the prevention of sexual exploitation of children;
13 and (6) report annually on the company’s implementation of Code-related activities.⁷¹

14 88. ECPAT-USA also identifies hotel-specific best practices for preventing sex trafficking,
15 including but not limited to:⁷²

- 16 a. Develop a formal policy against trafficking;
- 17 b. Develop a protocol for response;
- 18 c. Conduct periodic training on indicators;
- 19 d. Not renting by the hour;
- 20 e. Not permitting cash payments;
- 21 f. Blocking “internet access to popular websites for online sex ads”;
- 22 g. Monitoring “online sex ads such as Craigslist and Backpage for your hotel name

24 ⁷⁰ THE CODE.ORG, What is the Code?, <https://thecode.org/about/> (last visited Apr. 1, 2022); *see also*
25 ECPAT-USA, *No Vacancy For Child Sex Traffickers Impact Report* (2017),
26 https://static1.squarespace.com/static/594970e91b631b3571be12e2/t/59c9b6bfb07869cc5d792b8c/1506391761747/NoVacany_Report.pdf.

27 ⁷¹ THE CODE.ORG, What is the Code?, <https://thecode.org/about/> (last visited Apr. 1, 2022.)

28 ⁷² ECPAT-USA, ECPAT-USA Anti-Trafficking Hotel Checklist, https://static1.squarespace.com/static/594970e91b631b3571be12e2/t/5cd329e8a4222f20baf5378b/1557342696892/ECPAT-USA_AntiTraffickingHotelChecklist.pdf (last visited Aug. 19, 2021).

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- 1 and pictures of your rooms and guests”;
- 2 h. Change wi-fi passwords in rooms and cafes regularly;
- 3 i. Require all visitors are logged, including guest name, visitor name, arrival time,
- 4 departure time, and room number;
- 5 j. Actively greet and speak with all visitors arriving at night;
- 6 k. Watch for a trend of visitors to the same room; and
- 7 l. Be aware of rooms with excess condoms, lubricants, and towels and report these
- 8 indicators to management.

9 89. The Brands each signed on to ECPAT publicly committing to participate in the programs
10 shown to assist in identifying and preventing human trafficking inside their branded hotels.

11 90. Hilton “signed the ECPAT Code to combat sexual exploitation in the travel industry in 2011”
12 and claims to “have been providing training on human trafficking risks to all our hotels ever since.”⁷³

13 91. Defendant Brand Hilton is the face and a signatory to the ECPAT anti-trafficking
14 knowledge, guidance, and information necessary to prevent human trafficking in their branded
15 hotels.

16 92. In 2011, Marriott partnered with ECPAT-USA to co-develop anti-trafficking training and
17 announced a new partnership in 2018 when Marriott signed onto the ECPAT-USA Code.”⁷⁴

18 93. Defendant Brand Marriott is the face and a signatory to the ECPAT anti-trafficking
19 knowledge, guidance, and information necessary to prevent human trafficking in their branded
20 hotels.

21 94. Choice adopted a Human Rights Policy in 2008 and boasts: “At Choice Hotels, We’ve Made
22

23 ⁷³ *Hilton Slavery and Human Trafficking Statement*, Training and Awareness, 5 (FY 2020),
24 <https://cr.hilton.com/wp-content/uploads/2021/06/Hilton-Slavery-and-Trafficking-Statement-2020.pdf>;
25 *see also* Glenn Hasek, *Hilton Worldwide Signs Tourism Code of Conduct*, GREENLODGINGNEWS (Apr. 20, 2011), <https://www.greenlodgingnews.com/hilton-worldwide-signs-tourism-code-of-conduct/>;
26 *Manu Bhandari, Hilton Worldwide responds to child-trafficking scandal*, WASHINGTON BUS. JOURNAL (Nov. 1, 2010, 2:00 AM), <https://www.bizjournals.com/washington/news/2010/10/31/hilton-responds-to-child-trafficking.html>.

27 ⁷⁴ Press Release, *ECPAT-USA and Marriott International Announce New Partnership to Protect*
28 *Children from Trafficking*, ECPAT-USA (Jan. 29, 2018), <https://www.ecpatusa.org/blog/2018/1/29/ecpat-usa-and-marriott-international-announce-new-partnership>.

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1 Room for Responsibility.⁷⁵ In 2015, Choice became an ECPAT-USA member and signed onto
2 The Code.”⁷⁶

3 95. Defendant Brand Choice is the face and a signatory to the ECPAT anti-trafficking
4 knowledge, guidance, and information necessary to prevent human trafficking in their branded
5 hotels.

6 96. In 2019, G6 announced its partnership with ECPAT-USA and signed onto The Code.⁷⁷

7 97. Defendant Brand G6 is the face and a signatory to the ECPAT anti-trafficking knowledge,
8 guidance, and information necessary to prevent human trafficking in their branded hotels.

9 98. Defendant Brand G6 publicly committed to educating their branded hotels on human
10 trafficking and should not only have created effective Brand standards for implementation,
11 mandates, and operations, but enforced them.

12 99. Defendant Brand Marriott publicly committed to educating their branded hotels on human
13 trafficking and should not only have created effective Brand standards for implementation,
14 mandates, and operations, but enforced them.

15 100. Defendant Brand Choice publicly committed to educating their branded hotels on human
16 trafficking and should not only have created effective Brand standards for implementation,
17 mandates, and operations, but enforced them.

18 101. Defendant Brand Hilton publicly committed to educating their branded hotels on human
19 trafficking and should not only have created effective Brand standards for implementation,
20 mandates, and operations, but enforced them.

21 102. Yet each Brand individually failed and continues to fail to do so.

22 103. In contradiction to the Code, each Brand freely allows unregistered guests to enter the
23 branded hotels and ignore red flags of sex trafficking.

24 104. Similarly, the Brands knew or should have known that traffickers using the “call-in” method
25

26 ⁷⁵ Human Rights Policy, CHOICE HOTELS, <https://www.choicehotels.com/about/responsibility/human-rights-policy> (last visited May 27, 2022).

27 ⁷⁶ *Id.*

28 ⁷⁷ Press Release, *G6 Hospitality Partners with ECPAT-USA to Combat Trafficking and Exploitation*, G6 HOSPITALITY (Jul. 30, 2019), <https://g6hospitality.com/tag/news/>.

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1 (where multiple buyers per day would trample through the branded hotel in and out of the room)
2 were likely to seek out hotels where the rooms had external doors and would seek rooms overlooking
3 the parking lot or not within view of the front desk.⁷⁸

4 105. In contradiction to the Code, each Brand requires branded hotels to offer free internet service
5 by Brand approved internet providers who are sufficiently knowledgeable to provide cybersecurity
6 and prevent illegal activity from occurring at the branded hotels, but Brands refuse to do so.

7 106. The Brands provide their branded hotels with internet access and data to help enhance
8 customer service or otherwise permit the Brand to exploit data by other means.

9 107. Internet access at their branded hotels is through two means. First, the Brands provide
10 internet access to guests through wireless internet accessible in their branded hotel rooms. Second,
11 the Brands provide internet access through publicly accessible wireless networks available in the
12 lobby and other common areas of their branded hotels.

13 108. The Brands collect data on internet usage through the wireless internet services they provide,
14 including:

- 15 a. the IP address, and other identifying information, for all devices that access the
16 internet through the Brands' wireless networks;
- 17 b. the identity of websites accessed by those devices, through the IP addresses of the
18 servers that host those websites; and
- 19 c. information about the user accessing the internet including through the Brands'
20 wireless networks, including the users' room number, a user-provided name, and
21 other identifying information.

22 109. The Brands' internet access policies each purportedly prohibit the use of the internet access
23 that they provide for unlawful purposes.

24 110. However, in violation of their federal statutory obligations, the Brands failed to monitor

25 _____
26 ⁷⁸ See, e.g. Anthony, *supra* note 55 at 20 (“request[ing] room overlooking parking lot or not within
27 view of front desk” is “[t]rafficking indicator” in hotels and motels); The BEST (Business Ending
28 Slavery and Trafficking) Trafficking Indicators for Lodging Establishments lists “A person
reserving a room and requesting a suspicious location (next to an exit, on the hall alone, etc.)” as a
potential indicator of sex trafficking in lodging establishments. [http://www.bestalliance.org/
uploads/5/0/0/4/50047795/indicators_-_labor_and_sex.4.nn.pdf](http://www.bestalliance.org/uploads/5/0/0/4/50047795/indicators_-_labor_and_sex.4.nn.pdf) (last viewed June 2, 2020).

1 internet use at their branded hotels and identify signs and perpetrators of commercial sex trafficking
2 operating within their walls.

3 111. The Brands knew or should have known of the prevalent use of websites like Backpage.com,
4 Craigslist.com, and other similar websites by traffickers to post advertisements for sex from within
5 their branded hotels.

6 112. Despite such knowledge, the Brands made no effort to flag or block the use of such websites
7 by traffickers and instead, sat willfully blind to the use of their wireless networks furthering sex
8 trafficking within their branded hotels, including the hotels where B.J. was trafficked.

9 113. The Brands facilitated and encouraged sex trafficking at their branded hotels by allowing
10 traffickers to post unlawful advertisements through the Brands' own wireless networks in violation
11 of the Brands' purported own policies on the use of those networks.

12 114. Similarly, every day, thousands of branded hotel employees witness manifestations of sex
13 trafficking and commercial exploitation. Despite the Brands' greatest reach to prevent, identify, and
14 thwart sexual exploitation where it is most likely to occur at their properties, the Brands refuse to
15 take meaningful action.⁷⁹

16 115. Training hotel staff to identify the signs of sex trafficking and sexual exploitation is a critical
17 and obvious legal obligation for the hospitality industry. The presence of sex trafficking and sexual
18 exploitation in a hotel is a frequent and obvious occurrence and, although unutilized, underutilized,
19 or ineffectively utilized, numerous well-researched trainings and toolkits have been published to the
20 Brands over the last decade as resources for training their branded hotel staff in every position to
21 identify signs of sex trafficking.⁸⁰

22 116. From check-in to check-out, there are a number of indicators that traffickers and their victims
23 exhibit during their stay at a hotel. With proper training and the implementation of reasonable
24 security measures, the Brands could prevent regular sex trafficking within their walls.

25
26 ⁷⁹ Combating Human Trafficking in the Hotel Industry, HUFFPOST (Jul. 22, 2015),
27 https://www.huffpost.com/entry/combating-human-trafficking-in-the-hotel-industry_b_7840754.

28 ⁸⁰ Department of Homeland Security, *Hospitality Toolkit*, BLUE CAMPAIGN, <https://www.dhs.gov/sites/default/files/publications/blue-campaign/toolkits/hospitality-toolkit-eng.pdf> (last visited Aug. 19, 2021).

1 117. The global prevalence of sex trafficking is a direct result of under-attentive, untrained, or
 2 unenforced practices by hotel operators failing to address sex trafficking red flags including but not
 3 limited to: paying with cash, an excess of condoms and other indicia of sex in hotel rooms,
 4 individuals carrying or flashing large amounts of cash, excessive cash stored in the room, renting
 5 two rooms next door to each other or requesting rooms in more discrete areas of the hotel or near
 6 side and back door entrances, declining in-room service for several consecutive days, ordering
 7 additional towels and sheets at varying times, significant foot traffic in and out of room(s), men
 8 traveling with multiple women who appear unrelated, or men who rent rooms for someone else,
 9 women known to be staying in rooms without leaving, women displaying physical injuries or signs
 10 of fear and anxiety, individuals checking in or arriving with little or no luggage, individuals who
 11 prevent someone else from speaking for themselves, or individuals controlling another's
 12 identification documents.⁸¹

13 118. Training of these red flags is an obvious step in combatting sex trafficking at hotels. Hotel
 14 staff who have undergone training are more aware of sex trafficking when it happens and are more
 15 willing to report it than hotel staff who have not been trained.⁸²

16 119. The Brands can and must mandate that *all* staff working at *all* of their branded hotels
 17 complete sex trafficking training.⁸³

18 120. The Brands are obligated to effectively train their staff, adopt anti-trafficking policies and
 19 procedures, and enforce these measures as Brand standard in their branded hotels.

20 **C. THE BRANDS' UNIFIED COMMITMENT TO HARBORING TRAFFICKERS AND**
 21 **INTENT TO PRESERVE ONLY THEIR PUBLIC IMAGE AND PROFITS**

22 121. For years, Defendants have made flagrant business decisions to contravene and reject
 23 universal guidance on effective anti-trafficking measures at their brand hotels.

24
 25 _____
 26 ⁸¹ *Id.*; see also Shea M. Rhodes, *Sex Trafficking and the Hotel Industry: Criminal and Civil Liability*
 27 *for Hotels and their Employees*, The Institute to Address Criminal Sexual Exploitation, VILLANOVA
 UNIVERSITY SCHOOL OF LAW (2015), https://cseinstitute.org/wp-content/uploads/2015/06/Hotel_Policy_Paper-1.pdf.

28 ⁸² Cavagnaro, *supra* note 55.

⁸³ Rhodes, *supra* note 87.

1 122. The hospitality industry is controlled by a small number of powerful corporations (“Hotel
2 Industry Leaders”), including Defendant Brands, with a handful of companies owning well over
3 90% of global hotel and motel properties. Indeed, human trafficking in hotels is a top-down problem
4 in the hospitality industry, and Hotel Industry Leaders like the Brands are in the best position to,
5 and have a duty and responsibility, to set policies and procedures to combat human trafficking and
6 comply with the TVPRA to protect survivors like B.J.

7 123. But rather than implement responsible and effective anti-trafficking measures and training,
8 the Brands collaborated to hire media professionals to make public claims to their investors and
9 customers to “address” the longstanding problem of human trafficking at their hotels.

10 124. The Brands agree human trafficking is a problem globally, but not one Brand admits sex
11 trafficking is a problem in their business or at their branded hotels.

12 125. Each Brand’s “solution” to the problem is always the same—to give lip service about more
13 employee training, and to identify some red flags related to trafficking. But this employee training
14 has never occurred in earnest or *en masse*. For instance, according to ECPAT’s reports, the actual
15 number of employees trained by the Brands is abysmal.

16 126. One recent study found of “the major hotel brands surveyed, only two of twelve companies
17 (20%) mandate human trafficking awareness and response training in their policies for franchised
18 properties. A critical opportunity to improve awareness among millions of front-line personnel is
19 therefore being missed.”⁸⁴

20 127. Moreover, although the training may provide some information in identifying trafficking, it
21 provides no clear message on training that will serve to actively address or prevent human
22 trafficking.

23 128. Upon information and belief, G6, Marriott, Choice, and Hilton held meetings among their
24 executives, directors, and managers at which sex trafficking in their branded hotels was discussed.

25 129. Upon information and belief, reports by the Polaris Project were received and reviewed by
26

27 ⁸⁴ KRISTINE ADAMS & MICHELLE GUELBERT, ECPAT-USA, STAMPING OUT EXPLOITATION IN
28 TRAVEL: BENCHMARKING THE TRAVEL INDUSTRY’S PROGRESS ON FIGHTING HUMAN TRAFFICKING
AND THE COMMERCIAL SEXUAL EXPLOITATION OF CHILDREN 22 (2019).

1 the executives, directors, and managers of G6, Marriott, Choice, and Hilton.

2 130. Upon information and belief, other publicly available information regarding sex trafficking
3 in hotels was received and reviewed by G6, Marriott, Choice, and Hilton executives, directors, and
4 managers.

5 131. Upon information and belief, G6, Marriott, Choice, and Hilton corporate employees
6 exchanged emails related to the issue of sex trafficking in their branded hotels.

7 132. Upon information and belief, G6, Marriott, Choice, and Hilton were aware of national and
8 international campaigns to combat sex trafficking within the hospitality industry.

9 133. In addition, the Brands are Hotel Industry Leaders within the global hospitality business.
10 They magnify their influence and control through their memberships and activities in trade
11 associations such as the American Hotel & Lodging Association (“AHLA”)⁸⁵ where both
12 Defendants are members.⁸⁶

13 134. Upon information and belief, the Brands participated in meetings through its trade
14 organizations in which sex trafficking in their hotels was discussed.

15 135. Upon information and belief, the Brands have served on executive committees or as board
16 members in AHLA⁸⁷ or other state and national associations since at least 2008.⁸⁸

17 136. AHLA serves as a forum for Hotel Industry Leaders, including the Brands, to discuss efforts
18 related to human trafficking and serves as a voice from which the Brands can address the issue with
19 the public.

20 _____
21 ⁸⁵ For more than 100 years, AHLA has been the foremost representative and advocate for the U.S.
22 lodging industry and the only national association that represents all segments of an industry that is
23 among the 10 largest business sectors in America. From major global brands to the small inns and
24 bed & breakfasts, AHLA provides a singular voice that brings together the industry’s multitude of
25 constituents. AHLA is diverse and represents everyone from brand CEOs to independent hotel
owners, general managers, and hotel staff and is an integral contributor to the American economy.
See American Hotel & Lodging Association, Who We Are, <https://www.ahla.com/who-we-are> (last
visited Apr. 22, 2020).

26 ⁸⁶ *See* American Hotel & Lodging Association, Our Members, <https://www.ahla.com/our-members>.

27 ⁸⁷ *See* AHLA Announces 2020 Officers, Board, Executive Committee Amid Record Membership,
AMERICAN HOTEL & LODGING ASSOC., <https://www.ahla.com/press-release/ahla-announces-2020-officers-board-executive-committee-amid-record-membership> (last visited Aug. 19, 2021).

28 ⁸⁸ *See* AMERICAN HOTEL & LODGING ASSOC., Association Members, <https://www.ahla.com/psa> (last
visited Aug. 19, 2021).

1 137. To curry favor and a positive public image, the Brands use their memberships to advertise
2 policies, practices, and procedures that indicate a unified commitment to fighting human
3 trafficking.⁸⁹

4 138. Through these trade associations, the Brands disseminated very specific talking points to
5 provide to the government, law enforcement, the public, and the media. These talking points
6 amounted to nothing but spin whereby the Brands tote themselves as heroes while implementing no
7 genuine anti-trafficking efforts. Yet these were more than advertising campaigns. They were part
8 of a concerted effort to divert the attention of anti-trafficking stakeholders and lawmakers away
9 from the Brands and make assurances that the hotel industry, and Defendants specifically, were
10 meaningfully addressing the industry-wide problem of human trafficking (without the true intention
11 to do so). By representing to the public and to legislators “the industry’s ongoing commitment and
12 work to end human trafficking” the Brands acknowledged and assumed their responsibility to
13 meaningfully address human trafficking at their branded properties.⁹⁰

14 139. As industry leaders, the Brands each failed to articulate and enforce effective policies,
15 processes, and procedures to measure and address the extent of the trafficking problem at their
16 branded locations. The Brands instead perpetuated the lie that sex trafficking was not a problem at
17 their branded hotels. Moreover, the Brands failed to articulate or enforce an effective policy,
18 process, or procedure that could measure whether their purported “employee training” had the effect
19 of reducing instances or expected instances of human trafficking at their branded hotels.

20 140. Unsurprisingly, the Brands collectively declined to implement anti-trafficking measures that
21 would have the likely effect of reducing the billions of dollars in sex trafficking profits gained from
22 renting hotel rooms to criminals for the purpose of criminal activity. As a whole, the Brands and
23 their colleagues did not call for stricter room rental requirements. For example, the Brands did not
24 require identification cards or names of every person staying in the room, did not limit the number
25

26 ⁸⁹ See, e.g., NICHOLS, ANDREA J., *SEX TRAFFICKING IN THE UNITED STATES: THEORY, RESEARCH,*
27 *POLICY, AND PRACTICE* (Columbia Univ. Press 2016) (citing American Hotel and Lodging
Association 2012 “Industry Principles to Combat Human Trafficking”).

28 ⁹⁰ See *No Room for Trafficking*, AMERICAN HOTEL & LODGING ASSOC., <https://www.ahla.com/issues/human-trafficking> (last visited Aug. 19, 2021).

1 of people allowed to stay in a single room, did not require a credit or debit card to be placed on file
2 with a name on it (accepting prepaid credit cards and even cash for room rentals), and did not
3 monitor reservation patterns maintained and owned by their own Brand central reservation systems
4 (data which could only be analyzed by the Brands with their backend access). In short, the Brands
5 refused to communicate to the criminal traffickers: “Your business and your money are not welcome
6 here.”

7 141. Through taking this coordinated effort, the Brands were able to rest assured they would not
8 have to implement effective anti-trafficking measures and no Brand would lose business either in
9 profits or publicity. As trafficking is a \$150 billion dollar business occurring primarily within the
10 hospitality industry, there could be no doubt the industry and Brands generate billions of dollars
11 every year from the criminal sex trafficking trade occurring within their branded hotels.

12 142. The Brands’ coordinated efforts created an industry facade that steps were being taken to
13 combat human trafficking while in practice implementing nothing meaningful or effective. The
14 Brands guaranteed that they would not have to compete with a competitor brand that earnestly put
15 together and enforced anti-trafficking measures at their branded hotels.

16 143. The risk to all Brands in the venture is if any one of the Brands defects from the collective
17 stance. A Brand is incentivized to implement an effective anti-trafficking program because, in the
18 long term, it could gain a competitive advantage over the other Brands through inimitable goodwill
19 in the eyes of the public and potential customers for being the first Brand to actually do so.⁹¹
20 However, this competitive advantage is at the cost of implementing and maintaining the effective
21 program and the loss of revenue currently generated by allowing sex trafficking to occur at their
22 branded hotels, including through profits generated by room rentals. Moreover, this forgone

23 _____
24 ⁹¹ While it would be challenging and expensive (both business expenses and lost revenues from
25 traffickers or commercial sex) to implement effective policies, an effective policy would create a
26 long-term competitive advantage for the individual Brand that first took action. A Brand business
27 that implemented an effective policy could easily provide reportable data on how it reduced
28 trafficking at its brand properties. Moreover, it could exploit the fact that other defendants are
completely ignoring that a problem exists at their brand properties. The complying hotel could
explain how other branded hotels will never be able to effectively battle the problem until they admit
it exists on their properties. Thus, in the long run, an effective policy would generate public support
and create brand loyalty, resulting in greater revenues and profits.

1 revenue would likely go to the defecting Brand's *competitors* (the other Brands) who gained
2 additional business from the traffickers the defecting Brand lost. Defecting from the collective
3 stance to admit the Brand has a sex trafficking issue at its hotels could also tarnish the Brand's
4 reputation, causing it to lose its status as an industry leader, and resulting in even greater lost profits.
5 Thus, the optimal outcome for all Brands is to remain unified in their business ventures, to never
6 pay the costs of effective anti-trafficking measures, continue sharing the profits from the sex
7 trafficking trade, whilst still maintaining their public images through thinly veiled PR stunts.

8 144. As part of their conspiracy to save costs and continually reap millions of dollars in profits,
9 Defendants failed to develop mandatory and comprehensive training to prevent human trafficking,
10 failed to implement training to prevent human trafficking, and failed to conduct audits confirming
11 that training had been implemented and that human trafficking occurrences were being prevented
12 on hotel properties. Defendants further failed to enact robust policies and practices to ensure
13 continuous, directed action to combat human trafficking on their properties.

14 145. This remains true, despite the plethora of resources, recommendations, and trainings
15 available to hotel industry professionals to combat human trafficking on their properties, which have
16 been available for years.⁹²

17 146. The Brands, and other Hotel Industry Leaders, fail to take the actions needed to combat the
18 known scourge of human trafficking within their branded hotels. The Brands conspired together to
19 perpetuate a false narrative absolving the Brands from responsibility of the human trafficking taking
20 place with their permission and control. As such, the Brands, individually, and all Hotel Industry
21 Leaders, collectively, advertised their condemnation of human trafficking, all the while jointly
22 saving on costs associated with compliance with the TVPRA's non-delegable duty.

23 147. The Brands and the other Hotel Industry Leaders have long engaged in a coordinated
24 campaign to divert negative attention and preserve the profits the hospitality industry derives from
25

26 ⁹² Organizations like the Polaris Project, ECPAT-USA, the U.S. Department of Homeland
27 Security's Blue Campaign, and others provide countless resources, including toolkits and trainings,
28 for hospitality industry professionals. *See e.g., Hospitality Toolkit*, US DEP'T OF HOMELAND
SECURITY BLUE CAMPAIGN (Jul. 20, 2016), [https://www.dhs.gov/sites/default/files/publications/
blue-campaign/toolkits/hospitality-toolkit-eng.pdf](https://www.dhs.gov/sites/default/files/publications/blue-campaign/toolkits/hospitality-toolkit-eng.pdf).

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1 its regular provision of accommodation to human traffickers, thereby ensuring that each industry
2 participant remains complacent and rents rooms to human traffickers with roughly the same
3 frequency as its peers.

4 148. The Brands have arrived at an understanding, whether explicit or tacit, that it is in the
5 financial interest of the industry as a whole for all of its members to refrain from taking concrete,
6 meaningful steps to identify human trafficking at their branded hotels and prevent the rental of
7 rooms for the purpose of human trafficking. This is because:

- 8 a. The Brands understand human trafficking is a significant revenue source for the
9 industry as a whole, and a substantial decrease in the patronage of hotels by human
10 traffickers would harm room rentals and revenue in the hospitality lodging industry;
- 11 b. The Brands also understand that if any individual Brand or other Hotel Industry
12 Leader were to take concrete, meaningful steps to combat human trafficking on their
13 branded properties, that Brand would bear significant costs in lost revenue, combined
14 with initial training and compliance costs, but would thereafter experience a
15 significant competitive advantage and valuation for its brand and properties by
16 investors, resulting from its increased reputation and decreased financial risk of
17 liability;
- 18 c. The Brands understand that any such competitive advantage would be temporary
19 because other industry participants would be compelled, in order to stay competitive
20 and viable, to follow suit in taking such concrete, meaningful steps; and
- 21 d. The Brands understand that this would have the effect of closing human traffickers
22 out of the hotel industry and significantly decreasing the prevalence of human
23 trafficking generally, thereby decreasing the profits of all industry participants.

24 149. On information and belief, the Brands are aware of public and private investors' criteria for
25 valuing a company, including risks and liabilities for litigation and compliance with the TVPRA.

26 150. On information and belief, the Brands are members of the American Hotel and Lodging
27 Association ("AHLA"), which "is the largest national association solely representing all segments
28 of the eight million jobs the U.S. lodging industry supports, including hotel owners, REITs, chains,

1 franchisees, management companies, independent properties, bed and breakfasts, state hotel
2 associations, and industry suppliers....AHLA proudly represents a dynamic hotel industry of more
3 than 54,000 properties that supports \$1.1 trillion in U.S. sales and generates nearly \$170 billion in
4 taxes to local, state and federal governments.”⁹³

5 151. The Brands are far from shy about the fact that the hotel industry acts in concert, through the
6 auspices of professional organizations like AHLA, with respect to its response to human trafficking.
7 Indeed, they have recently taken to trumpeting this fact from the rooftops.

8 152. For example, in September 2018, AHLA issued a press release touting the recent public
9 commitments of the CEOs of several Hotel Industry Leaders, including Hilton and Marriott, as well
10 as of senior representation of the Brands, to take certain limited steps to combat human trafficking
11 as “an unprecedented show of unity within a fiercely competitive industry.”⁹⁴

12 153. In June 2019, AHLA issued a press release announcing its new “No Room for Trafficking”
13 initiative entitled: “Hotel Industry Unites on New Campaign to Fight Human Trafficking.”⁹⁵

14 154. AHLA then began running a commercial entitled “Unity,” in which the narrator states,
15 “We’re taking a unified industry approach to save lives.”

16 155. AHLA also advises industry participants to “raise awareness with guests...through social
17 media posts that highlight our industry’s unified commitment to preventing human trafficking in
18 hotels.”⁹⁶

19 156. The Brands and the other Hotel Industry Leaders, acting through AHLA, have thus voiced a
20

21 _____
22 ⁹³ *5-Star Promise: AHLA & The Hotel Industry’s Commitment to Enhancing Employee Safety*,
23 AMERICAN HOTEL & LODGING ASSOC. (Sep. 6, 2018), https://www.ahla.com/sites/default/files/5Star_PR_Brand.pdf.

24 ⁹⁴ *Id.* at 1.

25 ⁹⁵ *Hotel Industry Unites on New Campaign to Fight Human Trafficking*, AMERICAN HOTEL &
26 LODGING ASSOC. (Jun. 26, 2019), <https://www.ahla.com/press-release/hotel-industry-unites-new-campaign-fight-human-trafficking>.

27 ⁹⁶ *No Room for Trafficking Day of Action Toolkit*, AMERICAN HOTELS & LODGING ASSOC. 4,
28 <https://www.ahla.com/sites/default/files/NRFT%20DAY%20OF%20ACTION%20TOOLKIT.pdf>
(last visited Jun. 20, 2022); *see also id.* at 5 (“As part of the hotel industry’s unified, continued
efforts to end human trafficking, AHLA launched the No Room for Trafficking campaign to expand
on current training and efforts to educate employees on the signs and indicators of human
trafficking.”).

1 unified determination to ensure that all employees are trained to recognize human trafficking and
2 have access to the National Human Trafficking Hotline’s telephone number.

3 157. However, the behavior of Defendants demonstrates that this “unified commitment” to a
4 sharply limited training regimen represents an agreed-upon false standard for their individual efforts
5 to combat human trafficking, rather than implementing meaningful change.

6 158. The actual number of employees trained under the “No Room for Trafficking” campaign
7 and all prior industry campaigns and initiatives relating to human trafficking is paltry. For instance,
8 according to one expert report, only 20% of Hotel Industry Leaders mandate human trafficking
9 training.⁹⁷

10 159. This bleak number is despite AHLA’s then-Vice President for Government Affairs, Craig
11 Kalkut, stating in 2017 that while “[t]he cost of training varies per hotel size...it’s definitely not
12 burdensome.”⁹⁸

13 160. On June 26, 2019, Defendants attended AHLA’s “strategic roundtable” which brought
14 together “industry leaders, government partners, law enforcement and national trafficking
15 prevention partners to underscore the industry’s efforts around human trafficking.”⁹⁹ On
16 information and belief, senior leadership of each Brand, who are on AHLA’s board of directors,
17 participated in this roundtable under the heading of “industry leaders.”

18 161. On information and belief, at or in the lead up to this roundtable, senior leadership for the
19 Brands discussed potential responses to human trafficking and specifically the possibility of going
20 beyond recommending employee training for recognizing the signs of trafficking.

21 162. On information and belief, during these discussions, senior leadership for the Brands
22 collectively rejected that possibility, thereby demonstrating their unwillingness to implement and
23 enforce effective anti-trafficking measures, and reinforcing their preexisting common understanding
24

25 ⁹⁷ KRISTINE ADAMS & MICHELLE GUELBAUT, ECPAT-USA, STAMPING OUT EXPLOITATION IN
26 TRAVEL: BENCHMARKING THE TRAVEL INDUSTRY’S PROGRESS ON FIGHTING HUMAN TRAFFICKING
AND THE COMMERCIAL SEXUAL EXPLOITATION OF CHILDREN 22 (2019).

27 ⁹⁸ Cavagnaro, *supra* note 55 at 59.

28 ⁹⁹ *Hotel Industry Unites on New Campaign to Fight Human Trafficking*, AMERICAN HOTEL &
LODGING ASSOC. (Jun. 26, 2019), <https://www.ahla.com/press-release/hotel-industry-unites-new-campaign-fight-human-trafficking>.

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1 that recommending, let alone taking, further steps would be detrimental to the industry as a whole.
2 163. On April 22, 2015, AHLA issued an earlier set of guidelines on human trafficking
3 substantially like its later “No Room for Trafficking” campaign.
4 164. On information and belief, the Brands’ senior leadership participated in discussions
5 resembling those described above in participants, topics, and outcome that occurred in the lead-up
6 to such issuance.
7 165. Moreover, on reference and belief, nowhere in any of the trafficking materials promulgated
8 through the auspices of AHLA is any suggestion that the Brands will or should take key actions that
9 would doubtlessly reduce human trafficking, such as: (1) mandating—as opposed to allowing for—
10 their employees report suspected traffickers; or (2) forbidding their employees to rent rooms to
11 known or suspected human traffickers.
12 166. The Brands, nor any other Hotel Industry Leader, required training regarding human
13 trafficking for all employees likely to encounter human trafficking during the time Plaintiff was
14 trafficked.
15 167. On information and belief, no Defendant has or had issued a policy requiring employees to
16 report suspected instances of human trafficking when Plaintiff was trafficked.
17 168. On information and belief, no Defendant has or had issued a policy forbidding employees
18 from renting rooms to known or suspected human traffickers when Plaintiff was trafficked.
19 169. On information and belief, no Defendant has taken any other significant action to combat
20 human trafficking that was not directly called for by the industry as a whole through the auspices of
21 AHLA.
22 170. In sum, the behavior of Defendants, and the Brands in particular, demonstrates a façade of
23 campaigns and steps taken with at least a tacit “unified commitment” to limit government
24 regulations and retain customer loyalty to branded hotels, while refraining from meaningful and
25 effective anti-trafficking measures. Standing behind the veil created by the Brands and other Hotel
26 Industry Leaders, Defendants intentionally chose to forgo mandatory policies that might have been
27 more costly but would have had a meaningful effect on anti-human trafficking efforts at their
28 branded hotels.

1 171. The understanding among Defendants and the Hotel Industry Leaders would likely have
2 collapsed in the event of the non-participation of a major industry player on the scale of any of the
3 Brands.

4 172. In addition to acting together on a national level through AHLA, the hotel industry, including
5 the Brands, has acted together through its state organizations, in support of the same goals, namely
6 touting a focus on certain limited training while preventing discussion of any mandatory action that
7 might actually respond to, identify, and ultimately prevent human trafficking at their branded hotels.

8 **D. THE SEX TRAFFICKING OF B.J. AT THE BRAND HOTELS**

9 173. For approximately four years, Defendants allowed B.J.'s trafficker to sell her for commercial
10 sex at Defendants' branded hotels. While trafficked around California, B.J. was subject to repeated
11 instances of rape, physical abuse, verbal abuse, exploitation, psychological torment, kidnapping,
12 and false imprisonment at the Brand Hotels from 2012 to 2016.

13 174. B.J. met her trafficker through Facebook in or around 2012. Pretending to be a potential
14 romantic partner, this trafficker discovered B.J. had been trafficked as a minor and was in the process
15 of being evicted from her home. He preyed on her vulnerable position and coerced B.J. to meet him
16 so he could help take care of her and her kids while they fought the eviction. What followed were
17 years of physical, sexual, and psychological abuse designed to control B.J. and prevent her escape
18 from sexual servitude at Defendants' branded hotels.

19 175. During this time, B.J.'s trafficker frequently rented rooms at Defendants' branded hotels,
20 including the Studio 6® Concord, San Ramon Marriott®, Residence Inn® Concord, Clarion®
21 Concord, and Hilton® Concord because such rooms provided convenient, anonymous, and relatively
22 central locations to which he could invite buyers without recourse.

23 176. B.J.'s trafficker took photographs of B.J. and advertised her sale on illicit websites known
24 for commercial sex using the Brands' internet services at the Brand Hotels.

25 177. During her grueling captivity under the coercive control of her trafficker, B.J. was harbored
26 at the Brand Hotels for weeks or months at a time and on many different occasions.

27 178. B.J.'s trafficker imposed a strict and cruel "quota" system. Each day, he forced B.J. to be
28 sold to enough buyers that she earned his stated minimum, determined by his daily whim. B.J. was

1 not allowed to leave the branded hotel rooms for any reason, including to see and look after her
2 children, or to feed herself, unless she met this daily quota. If she failed to meet her quota on any
3 given day, it rolled over to the next day and was added to increase her subsequent new quota. Failing
4 to meet the quota also led to violent physical attacks by the trafficker. This trafficker would beat,
5 yell, and torment B.J. often and loudly in the public common areas of Defendants' Brand Hotels.

6 179. Defendants permitted, facilitated, and profited from B.J.'s trafficking at the Brand Hotels.
7 B.J. encountered Defendants' branded hotel staff on numerous occasions and the same brand staff
8 repeatedly ignored B.J.'s obvious suffering and call for aid. Defendants' branded staff observed
9 B.J.'s signs of deterioration from repeated assaults by her trafficker and buyers, including visible
10 bruising and physical and verbal abuse occurring in public areas of Defendant's branded hotels.

11 180. In addition, each buyer who arrived at Defendants' branded hotels to purchase sex from
12 B.J.'s traffickers was a nonpaying hotel guest and would routinely leave soon after arrival. The foot
13 traffic in and out of the rooms rented by B.J.'s traffickers occurred constantly and conspicuously.

14 181. B.J.'s traffickers followed a repetitive process which, alongside several other red flags and
15 direct employee interactions, should or would have alerted Defendants to B.J.'s trafficking at the
16 Brand Hotels, including but not limited to:

- 17 a. payments for rooms in cash;
- 18 b. paying for extended stays on a day-to-day basis;
- 19 c. special room requests, including rooms in more secluded areas or by exits or late
20 check out;
- 21 d. B.J.'s physical appearance, including being malnourished, bruised, beaten, drugged,
22 with visible cigarette burns, and clothed with attire inappropriate for the weather;
- 23 e. B.J. and B.J.'s trafficker's behavior, including the trafficker's complete control over
24 B.J., her identification, and her money;
- 25 f. solicitation of buyers in and around the hotels, including the lobby and parking lot;
- 26 g. using the Brands' internet servers to post advertisements for commercial sex;
- 27 h. a continuous procession of unregistered buyers entering and exiting the room;
- 28 i. indicia of commercial sex within the room, including an inordinate number of used

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- 1 condoms, empty lube bottles, lingerie, sex toys, bodily fluids on the sheets and
- 2 towels;
- 3 j. obvious signs of illegal drug use;
- 4 k. excessive requests for sheets, cleaning supplies, and room service;
- 5 l. extraordinary violence and loud disturbances in common and public hotel areas;
- 6 m. audible pleas to branded hotel staff and guests for help;
- 7 n. hotel guest complaints;
- 8 o. direct employee encounters and witnessed accounts of B.J.’s suffering in and around
- 9 the branded hotels’ premises; and
- 10 p. online reviews indicating the prevalence of sex trafficking and criminal activity at
- 11 the branded hotels.

12 182. Despite these consistent red flag signs of trafficking which were readily noticeable—and
13 noticed—by Defendants’ staff, B.J.’s trafficker was permitted to continue holding B.J. captive for
14 the purpose of commercial sex at the Brand Hotels. B.J. received no assistance from any of
15 Defendants’ staff during her captivity, and Defendants continued to rent rooms for her trafficking.

16 183. The trafficking activities at the Brand Hotels were obvious and observed by hotel staff and
17 guests. Defendants failed to implement and enforce effective anti-trafficking measures to protect
18 B.J. from this apparent criminal activity occurring under their roofs.

19 184. Prior to, during, and following the incidents described herein, Defendants had actual and/or
20 constructive notice of drug dealing, prostitution, and/or general safety concerns at their branded
21 hotels, including, but not limited to, at the Brand Hotels, through video surveillance and oral and
22 written complaints regarding said suspicious activity. Defendants failed to take any actions to curtail
23 these activities.

24 185. The impact of being beaten, threatened, exploited, raped, sex trafficked, and ignored at
25 Defendants’ hotels has forever emotionally and physically injured B.J. who, despite the years since
26 her escape, suffers immensely as a result of the horrors inflicted upon her at Defendants’ hotels.

27 186. Had Defendants been paying attention to these criminal activities and the apparent red flags
28 in and around their brand hotels, it would have been impossible for them not to notice the

1 victimization of B.J.

2 187. Had Defendants not hewed to a common policy of harboring known and suspected human
3 traffickers in exchange for their benefit, B.J.'s trafficker could not have successfully arranged the
4 commercial sex transactions reinforcing B.J.'s continued captivity.

5 188. Had Defendants not hewed to a common policy of actively ignoring red flag signs of ongoing
6 human trafficking, the open and obvious signs of B.J.'s sex trafficking would or should have resulted
7 in reporting B.J.'s trafficking to the Defendants, prevention of further room rentals to her trafficker,
8 and a far earlier end to B.J.'s victimization at Defendants' branded hotels.

9 189. Similarly, if Defendants' anti-trafficking efforts in training, policies, and procedures at the
10 branded hotels were enforced and/or effective, it would have been impossible for B.J. to be
11 repeatedly harbored and victimized under Defendants' so-called watchful eye.

12 190. B.J.'s injuries are thus the direct and proximate result of the Defendants' maintenance of
13 policies and procedures that they knew or should have known allowed and facilitated the trafficking
14 of B.J. at the Brand Hotels, incentivized Defendants' employees to ignore the obvious signs of B.J.'s
15 trafficking, and continued Defendants' profiting from the rental of rooms to known or suspected
16 human traffickers for the explicit and apparent purpose of selling B.J. for commercial sex.

17 **1. The Sex Trafficking of B.J. at the Studio 6® Concord**

18 191. B.J.'s trafficker worked directly with the manager of the Studio 6® Concord to sell B.J. for
19 commercial sex at the Studio 6® Concord.¹⁰⁰ When the trafficker was not available, Defendants'
20 Studio 6® Concord manager stepped in and trafficked B.J. to buyers at the Studio 6® Concord.

21 192. B.J.'s trafficker made specific room requests so as to find convenient entrances for buyers.
22 Buyers often found B.J. by coming through the sliding glass door which connected the room to the
23 parking lot of the Studio 6® Concord or B.J.'s trafficker would wedge a door open with a pizza box
24 to allow the buyers to enter the room without knocking.

25 193. The Studio 6® Concord manager observed B.J.'s traffickers' tactics and instructed him on
26 more discrete methods. The manager's proposals also helped B.J.'s traffickers evade police

27

28 ¹⁰⁰ B.J. will identify the Studio 6® Concord Hotel manager by name and description once the parties enter into a protective order.

1 surveillance.

2 194. The manager informed B.J.'s trafficker that he too had experience selling women out of the
3 Brands' hotels based on his time working as a hotel manager in Los Angeles.

4 195. B.J.'s trafficker became increasingly violent during their stays at the Studio 6® Concord. On
5 one occasion he viciously beat B.J. in the Studio 6® Concord elevator. Observing this assault, the
6 manager later approached B.J. to check on her. The manager proposed a "safer" alternative and
7 moved B.J. to a room next to his so that he would be able to hear when the trafficker or any buyers
8 became violent. The manager did not call the police or otherwise report B.J.'s trafficking or the
9 violence he witnessed.

10 196. The Studio 6® Concord manager also arranged discounted room rates and other benefits for
11 B.J.'s trafficker in exchange for sexual favors from B.J. For instance, the window to B.J.'s room
12 was left open so the manager and B.J.'s trafficker could watch as B.J. was made to service buyers.

13 197. The Studio 6® Concord manager called to alert B.J.'s trafficker whenever the police were
14 nearby or coming to investigate the property, and helped the trafficker evade police detection.

15 198. Several other women were sex trafficked at the Studio 6® Concord during the same time as
16 B.J.'s captivity. Like, B.J., many of these women had children. The Studio 6® Concord manager,
17 as well as other staff, supervised and cared for these children while their mothers were being sold
18 for sex within the branded hotel rooms. These mothers, including B.J., were often made to work
19 for days straight without a break or ability to see their children.

20 199. In addition to watching the children, the housekeeping staff at the Studio 6® Concord
21 routinely provided B.J.'s trafficker with excessive linens and towels to keep up with the demand
22 from buyers.

23 **2. The Sex Trafficking of B.J. at the San Ramon Marriott®**

24 200. B.J. was sex trafficked at the San Ramon Marriott® in stretches of five days and nights
25 beginning in 2013.

26 201. B.J. was purchased for commercial sex and otherwise physically abused hundreds of times
27 at the San Ramon Marriott®.

28 202. The procession of buyers who entered the San Ramon Marriott® to B.J.'s room were never

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1 registered guests.

2 203. The San Ramon Marriott® security cameras undoubtedly filmed a great deal of this obvious
3 traffic throughout the hotel and centered on B.J.'s room, yet no branded hotel staff ever came to
4 B.J.'s aid.

5 204. Rather, housekeeping staff at the San Ramon Marriott® acknowledged and aided B.J.'s
6 trafficking by providing additional supplies.

7 205. On more than one occasion, the San Ramon Marriott® housekeeping staff observed B.J.'s
8 buyers violently attack B.J. but did not come to her rescue or report the assaults.

9 206. On another occasion, the San Ramon Marriott® housekeeping staff witnessed a buyer swiftly
10 depart B.J.'s room in a state of complete undress.

11 **3. The Sex Trafficking of B.J. at the Residence Inn® Concord**

12 207. B.J. was trafficked on a nightly basis out of rooms at the Residence Inn® Concord in 2016.

13 208. B.J. was purchased and sexually abused hundreds of times at the Residence Inn® Concord.

14 209. The procession of buyers who entered the Residence Inn® Concord to B.J.'s room were never
15 registered guests.

16 210. The Residence Inn® Concord security cameras undoubtedly filmed a great deal of this
17 obvious traffic throughout the hotel and centered on B.J.'s room, yet no branded hotel staff ever
18 came to B.J.'s aid.

19 211. B.J.'s trafficker collected payments from B.J.'s buyers in the public areas of the Residence
20 Inn® Concord.

21 212. B.J.'s trafficker would also stand for hours in the Residence Inn® Concord's hall outside of
22 B.J.'s room, in the pool adjacent to the room, or in any other place or vantage point from which he
23 could observe B.J.'s room.

24 213. When B.J. was terrified of her trafficker and attempted to escape. She periodically locked
25 her trafficker out of the room, and he would knock and hammer on the door for hours on end,
26 demanding to be let in. Residence Inn® Concord staff did not intervene or call authorities.

27 214. On one occasion, B.J.'s trafficker demanded an extra room key from the Residence Inn®
28 Concord front desk and staff readily complied.

1 215. With the newly obtained room key in hand, B.J.'s trafficker attacked her inside the room.
 2 He grabbed her hair and violently pushed her onto the floor and spat in her face. B.J. fled the room
 3 into the common areas of the Residence Inn® Concord and stumbled to the ground. Her trafficker
 4 then dragged her through the hotel, spat in her face, and assaulted her while B.J. screamed. Still, no
 5 branded staff came to help B.J. or report the attack.

6 216. B.J.'s trafficker also shouted at B.J. telling her that no one would come to her aid because
 7 no one there cared about her. While the trafficker correctly understood that no Residence Inn®
 8 Concord employees would intervene, several hotel guests ultimately interfered to assist B.J. B.J.'s
 9 trafficker fled the premises but was later allowed back to the hotel.

10 217. At other times, B.J.'s trafficker stood publicly outside of B.J.'s window and filmed while
 11 she was forced to perform commercial sex acts with buyers at the Residence Inn® Concord.

12 **4. The Sex Trafficking of B.J. at the Clarion® Concord**

13 218. B.J. was sex trafficked at the Clarion® Concord approximately once a week for two nights
 14 at a time and at least four times per month throughout 2013 to 2016.

15 219. B.J. was purchased for commercial sex and otherwise physically abused hundreds of times
 16 at the Clarion® Concord.

17 220. The procession of buyers who entered the Clarion® Concord to B.J.'s room were never
 18 registered guests.

19 221. The Clarion® Concord security cameras undoubtedly filmed a great deal of this obvious
 20 traffic throughout the hotel and centered on B.J.'s room, yet no branded hotel staff ever came to
 21 B.J.'s aid.

22 222. Rather, housekeeping staff at the Clarion® Concord acknowledged and aided B.J.'s
 23 trafficking by providing inordinate supplies, including linens, sheets, and cleaning agents.

24 223. On numerous occasions, housekeeping staff at the Clarion® Concord entered B.J.'s room
 25 while she was being sold or preparing to be sold for commercial sex.

26 224. B.J.'s trafficker's violent abuse continued at the Clarion® Concord. He often physically
 27 attacked her, loudly and in public areas of the hotel. Such assaults were coupled with degrading
 28 commentary and criticism for not meeting her "quota" that day, or alternatively and suspiciously,

1 meeting it too quickly.

2 225. In one instance, B.J.’s trafficker became apoplectic with rage and cornered B.J. in her room.
3 B.J. screamed for help as he repeatedly hit her. B.J. escaped the room to the hotel’s common areas
4 but the trafficker chased her. Despite B.J.’s continuous pleas to branded staff, no Clarion® Concord
5 staff came to her rescue or reported the abuse.

6 226. On another occasion, B.J.’s trafficker violently assaulted her in the room for taking “too
7 long” with a buyer. B.J. again yelled to no avail as the trafficker hit her.

8 227. Defendants have long allowed and facilitated sex trafficking at the Clarion® Concord. In
9 2013, one online reviewer commented that the hotel is “good for adult entertainment” and
10 “prostitute[es] are on location and management are aware of it.” The reviewer further specifically
11 urged that “staff needs training.”¹⁰¹

12 **5. The Sex Trafficking of B.J. at the Hilton® Concord**

13 228. B.J. was sex trafficked approximately once a week for two nights at a time and at least four
14 times per month out of rooms at the Hilton® Concord throughout 2013 to 2016.

15 229. B.J. was purchased and otherwise sexually abused hundreds of times at the Hilton® Concord.

16 230. The procession of buyers who entered the Hilton® Concord to B.J.’s room were never
17 registered guests.

18 231. The Hilton® Concord security cameras undoubtedly filmed a great deal of this obvious traffic
19 throughout the hotel and centered on B.J.’s room, yet no branded hotel staff ever came to B.J.’s aid.

20 232. Hilton® Concord staff observed B.J.’s trafficking, including observing B.J. being escorted
21 into and out of the room by as many as eight buyers in any given day.

22 233. Hilton® Concord staff witnessed B.J.’s trafficker’s violence and B.J.’s attempts to protect
23 herself, yet continued to allow him on the premise and refused to call authorities.

24 234. On one occasion, Hilton® Concord front desk staff informed the trafficker of B.J.’s location
25 when she attempted to hide from him and seek refuge from the hotel.

26

27 ¹⁰¹ Branda Johnson, Clarion Hotel Concord/Walnut Creek 2-Star Review (2013), <https://www.google.com/maps/contrib/107830405281657479042/reviews/@37.9756809,-122.0616333,18.75z/data=!4m3!8m2!3m1!1e1?hl=en-US>.
28

1 235. B.J.’s trafficker also grabbed B.J. aggressively in the public common areas of the Hilton®
2 Concord, and left visible, hand-shaped bruises on B.J.’s arms.

3 236. Defendants have long allowed and facilitated sex trafficking at the Hilton® Concord. In
4 2009, the news reported on a buyer who was robbed at gunpoint in the stairwell of the Hilton®
5 Concord. Hotel management had seen and complained about the different men going in and out of
6 the sex trafficking victim’s room.¹⁰²

7 **E. THE BRANDS ARE PROPERLY NAMED DEFENDANTS ALIGNED WITH THE**
8 **LEGISLATIVE INTENT IN ENACTING THE TVPRA CIVIL REMEDY**

9 237. Aside from their unique position in this growing epidemic, the Brands have the highest
10 obligation and statutory duty to protect their guests from known dangers, including sex trafficking
11 and sexual exploitation. The Brands must be held accountable when they fail to uphold this
12 obligation. As aptly stated in a publication by the Cornell University School of Hospitality, “the
13 hospitality industry is undoubtedly involved in the sex trafficking industry...and therefore has an
14 inherent responsibility to deter the crime and can be liable for failing to do so.”¹⁰³

15 238. In 2000, Congress enacted the Victims of Trafficking and Violence Protection Act
16 (“TVPA”) to combat sex trafficking, prevent violence against women and children, and offer justice
17 for survivors of modern-day slavery.”¹⁰⁴

18 239. In each reauthorization since its enactment, Congress has maintained a strong intent to
19 provide adequate protection and recovery for victim survivors of trafficking against “the enormous
20 profitability of this industry.”¹⁰⁵

22 ¹⁰² Robert Salonga, *Man Robbed by Prostitute-Gunman Duo in Concord, Police Say*, E. BAY TIMES
23 (Feb. 2, 2009, <https://www.eastbaytimes.com/2009/02/02/man-robbed-by-prostitute-gunman-duo-in-concord-police-say/>).

24 ¹⁰³ Cavagnaro, *supra* note 55 at 1.

25 ¹⁰⁴ TVPA Pub. L. 106–386, October 28, 2000, 114 Stat. 1464 (2000) (codified as amended in Title
26 22, Chapter 78, and Title 18, Chapter 77, of the U.S. Code); see also Markup of H.R. 2620 before
House Int’l Affairs Comm., 108th Cong., 1st Sess., at 298 (July 23, 2003) (statement of Rep.
Christopher Smith).

27 ¹⁰⁵ *Trafficking In Persons: The Federal Government’s Approach to Eradicate This Worldwide*
28 *Problem: Hearing on H.R. 2620 Before the Subcomm. On Human Rights and Wellness of the H.*
Comm. on Gov’t Reform, 108th Cong. (2004) (statement of Rep. Dan Burton).

¹⁰⁵ 18 U.S.C. § 1595(a), Pub. L. No. 108-193, § 4(a)(4)(A), 117 Stat. 2878 (2003)

1 240. Specifically, in 2003, over the objection of the Department of Justice, Congress chose to add
2 a civil remedy under section 1595 and broadly define the class of defendants who could be sued in
3 this private right of action.

4 241. Then, when Congress passed the William Wilberforce Trafficking Victims Protection
5 Reauthorization Act of 2008 (“TVPRA”) it again amended section 1595 to increase the capacity of
6 survivors to recover against anyone who “knowingly benefits, financially or by receiving anything
7 of value from participation in a venture which that person knew or should have known has engaged
8 in an act in violation of this chapter.”¹⁰⁶

9 242. Congress has thus consistently expanded the TVPRA in an effort to deter sex trafficking
10 worldwide and provide a broad remedy for survivors.¹⁰⁷

11 243. In addition to Congressional amendments, the U.S. government has explicitly focused
12 extensive resources to combating trafficking within the hospitality industry and beyond. According
13 to President Joe Biden’s National Action Plan to Combat Human Trafficking, “facilitators such as
14 *hotel* owners who knowingly profit from sex trafficking” should be “investigated and
15 prosecuted.”¹⁰⁸

16 244. B.J. was harmed by at least three responsible parties: (1) the criminal traffickers, (2) the
17 Local Defendants and staff, and (3) the Brand Defendants named in this action. All three of these
18 parties are jointly and independently responsible for the atrocities B.J. endured, and all three
19 allowed, facilitated, encouraged, and/or forced her sex trafficking. Yet only the Brand Defendants
20 are inextricably linked to sex trafficking globally, have known for decades about this association,
21 and continued to harbor victims within their branded rooms for their benefit.

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23 ///

24 _____
25 ¹⁰⁶ William Wilberforce Trafficking Victims Protection Reauthorization Act of 2008, Pub. L. No.
110-457, 122 Stat. 5044.

26 ¹⁰⁷ *See Roe v. Howard*, 917 F.3d 229, 242 (4th Cir. 2019) (“Viewed as a whole, the TVPA represents
a far-reaching congressional effort to combat transnational human trafficking on numerous fronts,
including by expanding the civil claims and remedies available to its victims.”).

27 ¹⁰⁸ *National Action Plan to Combat Human Trafficking*, THE WHITE HOUSE (Dec. 2021) 44,
28 [https://www.whitehouse.gov/wp-content/uploads/2021/12/National-Action-Plan-to-Combat-
Human-Trafficking.pdf](https://www.whitehouse.gov/wp-content/uploads/2021/12/National-Action-Plan-to-Combat-Human-Trafficking.pdf).

1 **F. DEFENDANTS ARE DIRECTLY LIABLE FOR THEIR ROLE IN PERMITTING**
 2 **AND FACILITATING THE TRAFFICKING OF B.J. AT THEIR HOTELS**

3 245. Defendants have been on notice of repeated incidences of sex trafficking occurring at their
 4 branded hotels since as early as 2006 yet fail, and persist in failing, to fulfill their responsibility to
 5 combat such criminality, or refuse its benefits.

6 246. Defendants participated in commercial hotel operating business ventures at the Brand
 7 Hotels, including the Studio 6® Concord, San Ramon Marriott®, Residence Inn® Concord, Clarion®
 8 Concord, and Hilton® Concord. There was a continuous business relationship between the Brands
 9 and the Local Defendants at each of the Brand Hotels which was aligned with a common hotel
 10 operating enterprise.

11 247. Defendants knowingly benefitted from their business ventures through economic and non-
 12 economic means, including, but not limited to, profits enjoyed from the rental of rooms to B.J.'s
 13 traffickers and maintenance of their public image.

14 248. Through their business ventures, Defendants harbored B.J., B.J.'s traffickers, and B.J.'s
 15 buyers, and facilitated the sex trafficking of B.J. in their hotel rooms.

16 249. The Local Defendants witnessed red flag warning signs of B.J.'s trafficking, facilitated, and
 17 participated in her trafficking at the Brand Hotels.

18 250. The Brands also knew or should have known of B.J.'s trafficking at the Brand Hotels through
 19 their centralized control over, and monitoring of, the Local Defendants, the decades of research and
 20 resources provided to the Brands to combat this known problem, and their purported anti-trafficking
 21 measures which the Local Defendants would have used to report B.J.'s trafficking to the Brands.

22 251. Yet the Brands failed to train, implement, and enforce anti-trafficking policies, procedures,
 23 and training to protect B.J., and others like her, from being repeatedly sex trafficked at the Brand
 24 Hotels.¹⁰⁹

25
 26 ¹⁰⁹ The failure to implement policies sufficient to combat a known problem in a hotel operation, like
 27 sex trafficking, supports a claim of negligence or willful blindness. *See J. B. v. G6 Hosp., LLC*, No.
 28 19-CV-07848-HSG, 2021 WL 4079207, at *15 (N.D. Cal. Sept. 8, 2021) (citing cases); *see also*
 Brown v. Corr. Corp. of Am., 603 F.Supp.2d 73, 81 (D.D.C. Mar. 26, 2009); *Trollinger v. Tyson*
 Foods, Inc., 2007 WL 1574275, at *12 (E.D. Tenn. May 29, 2007).

1 252. The Brands could and should have exercised additional control over the Brand Hotels to
2 address the known sex trafficking on their properties by:

- 3 a. distributing information to assist branded hotel staff in identifying human trafficking;
- 4 b. mandating a process for escalating human trafficking concerns within the
5 organization;
- 6 c. providing checklists, escalation protocols, and information on human trafficking to
7 branded hotel staff;
- 8 d. requiring branded hotel staff to attend trainings related to human trafficking;
- 9 e. mandating new hire orientation on human rights and corporate responsibility;
- 10 f. mandating training and education to branded hotel staff through webinars, seminars,
11 conferences, and online portals;
- 12 g. developing and holding ongoing training sessions on human trafficking; and
- 13 h. tracking performance indicators and key metrics on human trafficking prevention at
14 branded hotels.

15 253. Despite having actual and/or constructive knowledge of the extensive commercial sex
16 trafficking occurring at their branded hotels, including the Brand Hotels, Defendants repeatedly
17 failed to stop or adequately address B.J.'s sex trafficking on their properties.

18 254. Defendants are jointly and severally liable for B.J.'s damages in this case.

19 255. B.J.'s injuries are indivisible.

20 256. The TVPRA provides for joint and several liability.

21 **1. Defendants Participated in Commercial Hotel Operating Business Ventures.**

22 257. Defendants participated in commercial hotel operating business ventures at the Brand
23 Hotels. The Brands and the Local Defendants were aligned in a common enterprise involving risk
24 and potential profit at the Brand Hotels. This was a continuous business relationship between the
25 Brands and the Local Defendants.

26 258. G6 and the Local Studio 6® Defendants own, supervise, and operate the Studio 6® Concord
27 where B.J. was trafficked.

28 259. Marriott and the Local San Ramon Marriott® Defendants own, supervise, and operate the

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1 San Ramon Marriott® where B.J. was trafficked.

2 260. Marriott and the Local Residence Inn® Defendants own, supervise, and operate the
3 Residence Inn® Concord where B.J. was trafficked.

4 261. Choice and the Local Clarion® Defendants own, supervise, and operate the Clarion®
5 Concord where B.J. was trafficked.

6 262. Hilton and the Local Hilton® Defendant own, supervise, and operate the Hilton® Concord
7 where B.J. was trafficked.

8 263. The Brands either directly owned, operated, and controlled the Brand Hotels as direct
9 subsidiaries, or as franchises of the Brands.

10 264. If the Brand Hotels were franchises of the Brands, the Brands retained significant control
11 over the Local Defendants and the hotel operations at the Brand Hotel franchises.

12 265. If franchises, the Brands lent their name and likeness to the franchised Brand Hotels and
13 provided numerous supports and mandates in the Brand Hotels’ daily hotel operations, including
14 marketing, reservation, vendor, and revenue requirements and the power to implement a vast array
15 of Brand standards.¹¹⁰

16 266. For the privilege of carrying the Brand’s name and reputation, for receiving predetermined
17 operating standards (rather than paying the cost to develop their own), and for the national power of
18 the Brands’ centralized systems, sales, and marketing teams, the Local Defendants at franchised
19 Brand Hotels paid the Brands a percentage of their total revenue.

20 267. The Brands, on the other hand, exchanged the high risk that is inherent in owning an asset
21 like a hotel for the lower risk associated with owning a franchise contract, while still profiting from
22 putting heads in beds through their national networks.

23 ///

24 ///

25 ///

26 ///

27 ¹¹⁰ See, e.g., *Aaron Hotel Group, LLC v. Holiday Hospitality Franchising, LLC*, No. 3:21-cv-00727
28 (D. Conn. filed May 27, 2021) (alleging an “unlawful scheme” of excessive business practices through which IHG/HHF controls its franchisee branded hotels).

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1 **2. Defendants Knowingly Benefitted from Participation in Their Business Ventures.**

2 268. Defendants knowingly benefitted from participation in their commercial hotel operating
3 business ventures at the Brand Hotels, which the Brands retained significant day-to-day control
4 over.

5 269. Through their business ventures at the Brand Hotels, Defendants rented rooms to B.J.’s
6 traffickers.

7 270. Defendants knowingly benefitted from receiving revenue from the rental of rooms at the
8 Brand Hotels.

9 271. Where franchised, Defendants knowingly benefitted from a shared variable economic
10 interest through their business ventures at the Brand Hotels, including mechanisms such as profit-
11 sharing, royalty payments, licensing fees, sales incentives, reimbursements, rebates, joint marketing
12 allowances, and percentages of the gross room revenue generated by the hotel operations directly
13 supported by the trafficking of B.J. in their branded hotel rooms. In particular, the Brands
14 knowingly benefitted from the significant franchise fees and continuous royalties on the Local
15 Defendants’ and Brand Hotels’ gross revenues while the Local Defendants knowingly benefitted
16 from the Brands’ international reputation, centralized systems, and operating support.

17 272. Defendants also knowingly benefitted from the development and maintenance of business
18 models that attract and foster the commercial sex market for traffickers and buyers, thereby
19 facilitating the sex trafficking of B.J. and other victims like her at their branded hotels, including
20 the Brand Hotels.

21 273. Defendants, and the Brands in particular, knowingly benefitted through strategic cost-saving
22 measures, including refusing to mandate or monitor branded hotel staff training on sex trafficking,
23 declining to analyze or address data they received regarding criminal activity, safety, and other
24 indicia of trafficking issues occurring at their branded hotels, including the Brand Hotels, (while
25 using the same data to enhance marketing and other profit-driven purposes), and choosing not to
26 implement adequate security measures or employ qualified staff.

27 274. Defendants further knowingly benefitted from their hotel operating venture’s ongoing
28 reputation for privacy, discretion, and the facilitation of commercial sex.

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1 275. Defendants knowingly accept non-economic benefits from their business decisions to
2 maintain such a reputation and for the inattentiveness which continues to attract traffickers and
3 buyers to their branded hotels, while also presenting to the public a false corporate social
4 responsibility mission to combat sex trafficking.

5 276. Defendants knowingly enjoyed, and continue to reap the benefits of, the steady stream of
6 income that the sex trafficking trade at their branded hotels, including the Brand Hotels, brings to
7 their bottom line.

8
9 **3. Defendants' Business Ventures Violated the TVPRA by Harboring Sex**
10 **Trafficking Victims, Including B.J., and Defendants Had Actual or Constructive**
11 **Knowledge of B.J.'s Trafficking at the Brand Hotels.**

12 277. Defendants actively participated in business ventures which knowingly or negligently
13 provided lodging to buyers purchasing illegal sex from B.J.'s traffickers and harbored B.J. while
14 she was being sex trafficked at the Brand Hotels.

15 278. Through Defendants' business ventures, Defendants rented rooms to B.J.'s traffickers.

16 279. Through their commercial business hotel operations, Defendants harbored B.J., B.J.'s
17 traffickers, and B.J.'s buyers in rented rooms while B.J. was forced to engage in commercial sex
18 acts with numerous buyers and unregistered guests entering the Brand Hotels for this explicit and
19 apparent purpose.

20 280. Defendants knew or should have known B.J. was being trafficked for the purpose of
21 commercial sex in the Brand Hotels and that they were benefitting from that criminality in violation
22 of TVPRA § 1591(a).

23 281. Defendants had the opportunity to stop B.J.'s traffickers from victimizing B.J., and others
24 like her, at the Brand Hotels. Instead, Defendants, and particularly Defendant Brands, implemented
25 business ventures which failed to take reasonable measures to stop sex trafficking from occurring at
26 the Brand Hotels, including but not limited to, failing to mandate training or enforce effective anti-
27 trafficking measures when the Local Defendants witnessed red flag warning signs of B.J.'s
28 trafficking at the Brand Hotels.

28 282. Defendants failed to take any steps to alert the authorities, properly intervene in B.J.'s

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1 trafficking, or take reasonable security measures to improve awareness of sex trafficking and/or
2 prevent the sexual exploitation of B.J. at their branded hotels, including the Brand Hotels.

3 283. These failures were deliberate choices made by Defendants, and particularly the Brands, to
4 conduct business ventures that facilitated rather than prevented sex trafficking in their branded
5 hotels, including the Brand Hotels, and continue to reap the illicit profits.

6 284. Defendants knew or should have known that the business ventures they compel in their
7 branded hotels necessarily permit and facilitate sex trafficking, and B.J. was harmed, by design,
8 from those strategic business decisions.

9 285. Defendants knew or should have known of B.J.'s trafficking at the Brand Hotels because of
10 the specific warning signs inherent in her trafficking at the Brand Hotels, including but not limited
11 to: employee interactions, constant foot traffic, paying and displaying cash, criminal arrests on the
12 Brand Hotel properties, specific room requests, visible injuries and inappropriate attire, indicia of
13 sex trafficking within the rooms, unusual housekeeping requests, and security monitoring of the
14 premise. The Local Defendants observed these red flag warning signs and B.J.'s trafficking.¹¹¹

15 286. Defendants knew or should have known of B.J.'s trafficking at the Brand Hotels because the
16 Brands have been on notice of the pervasive issue and centrality of their hotels as sex trafficking
17 havens for decades and joined numerous national and international efforts to combat sex trafficking
18 within the hospitality industry.

19 287. Defendants knew or should have known of B.J.'s trafficking at the Brand Hotels because the
20 Brands monitor criminal activity and negative reviews occurring at their branded hotels across the
21 country and would, at any time such activity occurred, be aware of it both under their Brand names
22 and at specific branded hotels. Defendants were also aware of sex trafficking at their branded hotels
23 through publicly available websites such as tripadvisor, google, and their own Brand website review
24 platforms. Online reviews showed the pervasiveness of customers reporting sex trafficking at
25 branded hotels.

26 288. Defendants knew or should have known of B.J.'s trafficking at the Brand Hotels because the
27

28 ¹¹¹ See Section D. The Sex Trafficking of B.J. at the Brand Hotels.

1 Brands received and reviewed ample resources instructing best practices and training on warning
2 signs to use within their businesses.

3 289. Defendants knew or should have known of B.J.’s trafficking at the Brand Hotels because the
4 Brands *claimed* to implement such anti-trafficking measures based on the resources provided.

5 290. Defendants knew or should have known of B.J.’s trafficking at the Brand Hotels because the
6 Brands have centralized control over the operating systems at the Brand Hotels, including but not
7 limited to reservations, internet, and reviews, where the Brands were or should have been alerted to
8 the ongoing criminal activity of B.J.’s traffickers.

9 a. The Brands require their branded hotels, including the Brand Hotels, to use their
10 property management systems which are linked to the Brands’ corporate networks
11 and data centers, for, among other things, receiving reservations and processing
12 credit card transactions. The Brands tracked and controlled data regarding guest
13 information, including physical location of guests via their internet enabled devices,
14 guest internet activity via their Wi-Fi services, and inventory information at each
15 branded hotel, including the Brand Hotels.

16 b. The Brands require their branded hotels to follow cybersecurity protocols monitoring
17 suspicious online activity by guests, and the Brands require their branded hotels to
18 report this information to the Brands’ corporate management.

19 c. The Brands have the capacity to monitor and control their branded hotel guests’
20 access through hotel Wi-Fi to certain websites.¹¹² The Brands see when branded

21 _____
22 ¹¹² See, e.g., High Speed Internet Terms and Conditions, MOTEL 6 ¶ 9, https://www.motel6.com/hsi_tc/ (last visited Jun. 22, 2022); Federal Communications Commission News, *Marriott to Pay \$600,000 to Resolve Wi-Fi Blocking Investigation* (Oct. 3, 2014) <https://assets.documentcloud.org/documents/1308852/doc-329743a1.pdf>; 2011 Liveport Choice Hotels International Convention
23 slideshow (May 18, 2011), <https://web.archive.org/web/20200428003032/https://www.slideshare.net/Liveport/2011-liveport-choice-hotels-international-convention-slideshow> (showing Access
24 Log dashboards and explaining their wi-fi monitoring); see also Joe Murray, *Do Hotels Track Internet Usage?* (Mar. 22, 2018), <https://traveltips.usatoday.com/hotels-track-internet-usage-111659.html> (“the hotel’s server usually has a log file that lists every connection the server makes
25 for its users while they browse using its network.”); Chris Isidore, *Starbucks and McDonald’s move to block porn from their Wi-Fi networks* (Jul. 15, 2016, 1:30 PM), <https://money.cnn.com/2016/07/15/news/companies/starbucks-mcdonalds-wifi-porn/index.html>; NCOSE, *To Filter Public WiFi,*

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1 hotel guests are accessing sex buyer advertisements and websites through their Brand
2 Wi-Fi, including B.J.’s advertisements, because the branded hotels share this
3 information with the Brands’ corporate management.

4 d. The Brands have access to their individual branded hotels’ do-not-rent (“DNR”) lists
5 that often list reasons for the refusal to rent, including the suspicion of human
6 trafficking. Nevertheless, the Brands do not share such information with their other
7 branded hotel locations, thereby preventing their branded hotels from acting to
8 protect victims of such suspected human traffickers from traffickers who move from
9 one branded hotel to another.

10 e. The Brands regularly conduct inspections of their branded hotels to ensure
11 compliance with the Brands’ corporate policies governing Guest Safety, Security,
12 Human Rights, Ethics, and compliance with the law, and retain the ability to penalize
13 the branded hotels for failure to comply. These inspections could and should have
14 included more robust protections for identifying signs of human trafficking and
15 protecting victims like B.J. from trafficking at the Brand Hotels.

16 f. The Brands’ brand standards are so strict as to entirely bar certain efforts to combat
17 trafficking, for instance by prohibiting the prominent placement of informational
18 signs within branded hotel rooms offering to help victims escape.

19 291. Defendants knew or should have known of B.J.’s trafficking at the Brand Hotels because the
20 Brands provide a platform for branded hotel employees to report suspicious activity occurring at
21 their branded hotels, including suspected human trafficking. The Brands control and house this
22 collective data from all branded properties, including the Brand Hotels.

23 292. The Brands’ also access and control platform data including guest registration and
24 information at their branded hotels. For instance, the Brands collect the following categories of
25 personally identifying information from hotel guests: name, gender, nationality, contact
26

27 _____
28 *Or Not? Starbucks and the Librarian of Congress Weigh In*, NATIONAL CENTER ON SEXUAL
EXPLOITATION (Jul. 21, 2016), https://endsexualexploitation.org/articles/filterpublicwifi_starbucks_library_congress/.

1 information, date of birth, address, government identification documents (e.g., driver's license and
2 passport numbers), payment information such as credit and debit card numbers, date of booking,
3 length of stay, room preference, room selection and assignment, arrival time, additional guest
4 names, vehicle information, purchase history and tendencies, range of income, purposes of hotel
5 stay, descriptions of customer complaints, customer ratings and survey responses, membership or
6 loyalty program data, social media account IDs, profile photos, biometric information, geolocation
7 data, audio and video data (such as from CCTV or security camera footage at the branded hotels),
8 IP addresses, internet usage data, including, but not limited to, browsing history, clickstream data,
9 search history, and information regarding a resident's interaction with an internet website,
10 application, or advertisement, including access logs and other activity information related to your
11 use of any company websites, applications or other online services.¹¹³

12 293. In addition, the Brands retain and can view internet access which may include DNS logs, IP
13 addresses, temporary internet files or other logs reflecting wireless internet access to its hotel
14 properties, including the type of monitoring described above. For example, since 2002, G6 has
15 implemented a practice and procedure to retain network access logs, DNS logs, and Internet proxy
16 logs on backup tape for one year. Daily backup tapes for network access logs, DNS logs, and
17 Internet proxy logs are overwritten after one year.¹¹⁴

18 294. The Brands could thus see unusual or suspicious bookings indicating human trafficking
19 activity; for instance, when clientele are disproportionately male for same-day bookings for one-
20 night stays, when bookings rotate somewhat uniformly throughout their branded properties, when
21 reservations for extended stays were requested, or when cash payments are made.

22 295. Defendants knew or should have known of B.J.'s trafficking at the Brand Hotels by the
23

24 ¹¹³ See e.g., Motel 6 Privacy Policy (Nov. 1, 2021), <https://www.motel6.com/en/home/policies/privacy-policy.html>; Marriott Group Global Privacy Statement (Nov. 25, 2020), <https://www.marriott.com/about/privacy.mi#data-covered>; Global Privacy & Security Policy, CHOICE HOTELS (Aug. 17, 2021), <https://www.choicehotels.com/legal/privacy-policy>; Hilton Worldwide Holdings Inc. Global Privacy Statement (Aug. 12, 2020), <https://hiltonhonors3.hilton.com/en/policy/global-privacy-statement/index.html>.

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27
28 ¹¹⁴ See *M.L. v. Craigslist*, No. 3:19-cv-06153, Declaration of Johnie Perry, Dkt. 105-1 at ¶ 3 (W.D. Wash. May 29, 2020).

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- 1 Brands' training of the Local Defendants' employees to identify and address the obvious signs of
2 sex trafficking when they occurred at the Brand Hotels, including B.J.'s trafficking.
- 3 a. The Brands control training policies at their branded hotels, including the decision
4 to not mandate human trafficking training. The Brands failed to develop mandatory
5 and comprehensive training to prevent human trafficking at their branded hotels and
6 failed to conduct audits confirming that training had been implemented.
- 7 b. The Brands knew or should have known of B.J.'s trafficking at the Brand Hotels by
8 executing and enforcing anti-trafficking policies, practices, and procedures at the
9 Brand Hotels which would have effectively protected B.J. from being repeatedly
10 trafficked at the Brand Hotels.
- 11 c. The Brands knew or should have known of B.J.'s trafficking at the Brand Hotels
12 because the Brands required their branded properties to regularly monitor and report
13 incidents regarding safety and security to the Brands, including but not limited to
14 suspected human trafficking, disturbances, altercations and other instances of
15 violence, staff and guest involvement in illegal activities, dismissal of guest from the
16 property, and law enforcement calls and visits. The Brands regularly review these
17 reports from their branded properties, including the Brand Hotels where B.J. was
18 trafficked, as part of compliance with health and safety protocols.
- 19 d. On information and belief, these procedures were all in place at the Brand Hotels at
20 the time of B.J.'s trafficking, and additional information garnered from them was
21 also under the Brands' management and control during B.J.'s trafficking period.
22 This data included data on both B.J. and her traffickers, including the details of B.J.'s
23 check-in, the internet activity associated with her reservation, including
24 advertisements posted during her stay, her location at the hotel, the spike in requests
25 for towels and other items from inventory, and other specific data and information
26 related to the signs of B.J.'s trafficking.
- 27 e. The Brands implemented processes to monitor various guest reviews and complaints,
28 indicating prostitution, human trafficking, violence, and guest safety at its branded

1 locations, including the Brand Hotels. The Brands monitored these complaints and
2 reviews from the locations where the B.J. was trafficked, and those hotels in the
3 surrounding area.¹¹⁵

4 f. The Brands also have access to public police reports, news reports and internal
5 reports generated by customers and employees regarding sex trafficking at their
6 branded hotels. The Brands have access to public outcries on platforms such as
7 Twitter that garner support for initiatives, such as petitions on Change.org.

8 g. The Brands monitored and audited their branded hotels, including the Brand Hotels,
9 for incidences of commercial sex trafficking.

10 296. Defendants knew or should have known of B.J.'s trafficking at the Brand Hotels because the
11 Brands maintain regular communication with the Polaris National Human Trafficking Hotline,
12 ECPAT, Department of Homeland Security, law enforcement, and other trafficking-focused entities
13 to monitor which branded properties are located in high-risk areas for human trafficking. The
14 Brands regularly review this information to assess the risks of trafficking occurring within their
15 operations.

16 297. The Brands voluntarily assumed the responsibility to implement sufficient policies to
17 combat sex trafficking at their branded hotels through their partnerships with ECPAT, their
18 international and domestic efforts, and their activities with AHLA and other professional trade
19 organizations.

20 298. Yet despite their promises and years of access to information about training and well-
21 established best practices, Defendants failed to consistently take the necessary steps to reasonably
22 prevent sexual exploitation on their properties which either alerted and failed to prevent, or would
23 have alerted Defendants to, B.J.'s trafficking, including:

24 a. Failing to mandate, and instead minimizing costs of, training employees and
25 managers on how to spot the signs of human trafficking and sexual exploitation;

26 _____
27 ¹¹⁵ See, e.g., Motel 6 Operations Manual (Dec. 4, 2015), <https://web.archive.org/web/20200428015955/https://extranet.g6franchising.com/LinkClick.aspx?fileticket=jnePNIQdyAI%3D&portalid=0> (last visited Aug. 19, 2020) (describing G6 charges to branded hotel properties of a Guest Intervention Fee if a branded hotel's 12-month complaint rate is above a certain number).
28

- 1 b. Lowering operating costs and management costs by failing to analyze the data they
- 2 received regarding criminal activity and customer reviews that indicated sex
- 3 trafficking was occurring and taking the steps necessary to remedy the problems;
- 4 c. Collecting and utilizing massive amounts of data from all of their branded locations
- 5 for marketing and other profit-driven purposes but failing to utilize this same data to
- 6 combat sex trafficking in their hotels;
- 7 d. Failing to refuse room rentals or report criminal guests to law enforcement;
- 8 e. Failing to monitor and track guest wireless network use for illicit commercial sex
- 9 purposes or digital activity associated with human trafficking;
- 10 f. Failing to institute proper security measures, including, but not limited to, employing
- 11 qualified security officers or appropriate cybersecurity measures to actively combat
- 12 human trafficking and sexual exploitation;
- 13 g. Failing to provide or mandate checklists, escalation protocols and information to
- 14 branded hotel management staff or tracking performance indicators and key metrics
- 15 on human trafficking prevention;
- 16 h. Failing to evaluate anti-trafficking measures for effectiveness and make changes
- 17 where necessary; and
- 18 i. Failing to use its power as a parent company to hold franchisees accountable for
- 19 contributing to the prevalence of sex trafficking on their branded properties.

20 299. Upon information and belief, the Brands’ corporate employees developed policies, including
21 those mentioned above, related to human trafficking for their branded properties, including security
22 protocols, safety guidelines, training, best practices. The Brands’ corporate executives, directors,
23 and managers held meetings, exchanged correspondence, and engaged in conversations through
24 their trade organizations related to human trafficking procedures and policies at their branded
25 properties. Through these policies, Defendants knew or should have known of B.J.’s trafficking.

26 300. As a direct and proximate result of the Brands’ egregious business practices, B.J. and
27 millions of other survivors of sex trafficking and exploitation like her, have been permanently
28 injured and damaged physically, emotionally, psychologically, and financially.

G. THE BRANDS ARE VICARIOUSLY LIABLE FOR THE LOCAL DEFENDANTS' HARBORING OF B.J. TO BE SEX TRAFFICKED AT THE BRAND HOTELS

301. In addition to, and apart from, each Brands' direct liability under the TVPRA, the Brands are vicariously liable for the actions and inactions of their branded hotels where franchised by the Local Defendants.¹¹⁶

302. The Local Defendants are agents of the Brands due to the systemic level of control the Brands' exercise over their branded hotels, including the Brand Hotels.

303. Not only did the Brands lend their name and likeness to the Local Defendants and the Brand Hotels, but the Brands also retained centralized control over the daily operations of the Brand Hotel, including marketing, reservation, vendor, technology, sales and revenue management—in addition to other Brand standards.

304. The average consumer does not see the Local Defendants as only the Brands' identity permeates the Brand Hotels. The Brands provide signage within and in front of the hotel property that assures customers that when they check into that branded hotel they can expect that Brand's standards. This notion is reinforced throughout the branded hotel as the Brand is emblazoned on everything from the pens on the bedside tables to the staff uniforms at the front desk.

305. In addition to Brand recognition and expectations, the Brand provides a marketing organization and hotel listings in the Global Distribution System (GDS) and other online travel agency databases. The Brand also provides their branded hotels with access to its Brand-wide central reservation system, 1-800 phone number, revenue management tools, world-class loyalty programs, and a website. Thus, booking and room reservations are controlled by each corporate parent Brand, not the Local Defendants.¹¹⁷ The Brands see booking and reservation trends,

¹¹⁶ Vicarious liability is appropriate where the Local Defendants are proven to be third-party franchisees of the Brands. However, the Brands are directly liable for B.J.'s trafficking where the Local Defendants are direct subsidiaries of the Brands—a distinction to be determined later in litigation.

¹¹⁷ Ellen Meyer, *The Origins and Growth of Franchising in the Hotel Industry*, LODGING MAGAZINE (Apr. 10, 2018), <https://lodgingmagazine.com/the-origins-and-growth-of-franchising-in-the-hotel-industry/>.

1 including for the Brand Hotels where Plaintiff was trafficked.¹¹⁸

2 306. The Brands also require their branded hotels to use their property management system,
3 which is linked to the Brands' corporate network and data center, for, among other things, receiving
4 reservations, and processing credit card transactions.

5 307. Branded franchise hotels typically pay around 10% of their total revenue back to the
6 corporate parent Brand and are required to develop and maintain the branded hotel in accordance
7 with the Brand's standards as they are laid out in the franchise agreement.

8 308. Per the contract or franchise agreement, the Brand may enforce these standards through
9 periodic inspections and even termination of the agreement if the branded hotel is found to be
10 inadequate. However, kicking a delinquent branded hotel out of their system is at the expense of
11 terminating the Brand's royalty payments, fees, and reputation and therefore occurs rarely.

12 309. The right of each Brand to enforce their Brand standards is also their responsibility.

13 310. The Brands have control and have exercised control over their branded hotels with respect
14 to day-to-day issues in hotel operations, and also specifically, with regard to policies and procedures
15 on human trafficking.

16 311. Moreover, the Brands exert dominion and control over the day-to-day operations at their
17 branded hotels in a number of areas beyond that which is necessary to maintain Brand standards.
18 For example, Choice branded hotels must provide a continental breakfast each day and Choice
19 specifies the food and drink to be provided.¹¹⁹

20 312. The Brands also gather data from their branded hotel customers, including names, payment
21 information, reservation history, browsing data, other details associated with their stay for
22 promotional and guest safety reasons.¹²⁰

23 313. Defendants and their branded hotels exhibit a significant degree of interrelated,
24

25 ¹¹⁸ Where a branded hotel allows cash to be accepted for payment, monitoring and auditing these
26 trends are important to identifying locations where criminal activity and commercial sex trafficking
27 may be occurring.

27 ¹¹⁹ See *Choice Hotels International, Inc. v. Patel et. al.*, No. 06:12-cv-00023, ECF No. 1, Attachment
28 #29 (S.D. Tex. November 18, 2011).

28 ¹²⁰ See, e.g., *Choice Hotels International, Inc. Privacy & Security Policy*, CHOICE HOTELS,
<https://www.choicehotels.com/legal/privacy-policy>.

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1 intermingled, and unified operations at the Brand Hotels as to show an agency relationship between
2 the Brands and Local Defendants.

3 314. Under federal labor regulations, Defendants are considered joint employers of the employees
4 at the Brand Hotels. Further, it is a standard practice in the hospitality industry followed by
5 Defendants, for parent Brand companies to exercise significant control over the employment
6 decisions of their branded hotels. Upon information and belief, the Brands promulgate policies,
7 procedures, and standards governing the hiring, training, retention, and advancement of their
8 branded hotel employees and set their rates of pay, which together exert significant control over all
9 employment decisions made at the individual hotel locations at which Plaintiff was trafficked.

10 315. The Brand Hotels were and are the actual and apparent agents of the Brands while B.J. was
11 trafficked and together, they offer, or offered, public lodging services in the Brand Hotels.

- 12 a. The Studio 6® Concord is an agent of G6.
- 13 b. The San Ramon Marriott® is an agent of Marriott.
- 14 c. The Residence Inn® Concord is an agent of Marriott.
- 15 d. The Clarion® Concord is an agent of Choice.
- 16 e. The Hilton® Concord is an agent of Hilton.

17 316. This agency relationship was created through each Brands' exercise of an ongoing and
18 systemic right of control over the operations at the Brand Hotels, beyond that which is necessary to
19 maintain Brand standards, including the means and methods of how the branded hotels conducted
20 daily business through the following actions:

- 21 a. hosting online bookings on the Brand's domain;
- 22 b. regulating the rates for room rentals at branded hotels;
- 23 c. fixing other prices at the branded hotels, such as fees, incidentals, and food prices;
- 24 d. sharing profits;
- 25 e. requiring branded hotels to use the Brand's property management system;
- 26 f. requiring branded hotels to use the Brand's payment processing system;
- 27 g. requiring branded hotels to use only specific and approved vendors;
- 28 h. requiring branded hotels to use the Brand's customer rewards program;

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- 1 i. requiring branded hotels to carry internet services or other requirements for Wi-Fi
- 2 access, filtering, and cybersecurity measures which give the Brands the ability to
- 3 access, monitor and harvest that internet data;
- 4 j. requiring branded hotels to install the Brand’s data transport system to share data
- 5 with the corporate Brand;
- 6 k. mandating insurance coverage requirements for branded hotels;
- 7 l. controlling customer review and response platforms;
- 8 m. gathering reports of data generated by branded hotels, including reservation,
- 9 payment, and occupancy information through the Brand’s centralized systems;
- 10 n. requiring branded hotels to keep audit reports and other records of hotel operations;
- 11 o. setting employee wages at the branded hotel;
- 12 p. making employment decisions at branded hotels, including hiring, firing, and
- 13 promotions;
- 14 q. providing standardized training methods, education, and orientation materials for
- 15 branded hotel employees, including but not limited to, webinars, seminars,
- 16 conferences, and online portals;
- 17 r. advertising for branded hotels, including new property openings and employment;
- 18 s. providing marketing requirements and standardized marketing services for branded
- 19 hotels;
- 20 t. providing the software, hardware, and platforms used by branded hotels in daily
- 21 operations or to report suspicious activity;
- 22 u. providing IT support for the Brand’s required systems;
- 23 v. building and maintaining the structure of branded hotels in the manner specified by
- 24 the Brands;
- 25 w. requiring branded hotels to make modifications to branded hotels upon the Brand’s
- 26 request and to refrain from making substantial changes to the branded hotel without
- 27 the Brand’s permission;
- 28 x. conducting and authorizing regular Brand inspections of branded hotels and

- 1 operations by the local owners for compliance with contract terms and the Brand’s
- 2 rules and regulations;
- 3 y. mandating standardized or strict rules of operation;
- 4 z. developing uniform operating policies, procedures, and standards of branded hotels,
- 5 including policies relating to security and guest safety, human rights, ethics,
- 6 corporate governance, compliance with the law, and the prevention of commercial
- 7 sex trafficking at the branded hotels, including a risk management process to identify,
- 8 prevent, and mitigate risks for commercial sex trafficking; and
- 9 aa. other actions that deprived the branded hotel of independence in the business
- 10 operations at the hotel.

11 317. An apparent agency relationship also existed and exists between the Brands and the Local
12 Defendants because the Brands hold the Brand Hotels out to the public as possessing authority to
13 act on the Brands behalf and by their Brand standards.

14 318. In particular, the Brands are vicariously liable for the conduct of their branded hotel agents
15 because traffickers, including B.J.’s traffickers, relied on each Brand’s ineffective and/or
16 unenforced anti-trafficking measures when selecting to trafficking victims at the branded hotels,
17 including the Brand Hotels.

18 319. The branded hotel employees observed obvious signs of sex trafficking and/or were aware
19 of B.J.’s plight, yet failed to identify, protect, or prevent her from further victimization at their
20 branded hotels. Each Brand’s policies and procedures were either inadequate to prevent her
21 trafficking or were not properly implemented due to lack of training, education, and/or enforcement
22 by the Brands.

23 320. If the branded employees were aware of B.J.’s trafficking, pursuant to each Brand’s
24 corporate-wide policies, the employees would have reported such activity directly to the Brand,
25 including but not limited to, illegal website use, booking and reservation history, payment by cash
26 for several rooms at a time and visits from multiple buyers throughout the day.

27 321. The Brands were not only aware of B.J.’s trafficking, but also the failures of their own
28 training, policies, and procedures to protect her and prevent trafficking at their branded hotels.

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- 1 322. Given the Brands’ public statements on behalf of their branded hotels and the control they
2 assumed in educating, implementing, and directing their branded hotels, including the Brand Hotels,
3 the Brands breached their duties in at least the following ways:
- 4 a. failing (altogether or adequately) to distribute information to assist employees in
5 identifying human trafficking;
 - 6 b. failing (altogether or adequately) to mandate a process for escalating human
7 trafficking concerns within the organization;
 - 8 c. failing (altogether or adequately) to provide checklists, escalation protocols and
9 information to property management staff;
 - 10 d. failing (altogether or adequately) to require employees to attend trainings related to
11 human trafficking;
 - 12 e. failing (altogether or adequately) to mandate new hire orientation on human rights
13 and corporate responsibility;
 - 14 f. failing (altogether or adequately) to mandate training and education to branded hotels
15 through webinars, seminars, conferences, and online portals;
 - 16 g. failing (altogether or adequately) to develop and hold ongoing training sessions on
17 human trafficking;
 - 18 h. failing (altogether of adequately) to evaluate their reservation, data, and other
19 centralized systems for indicators of sex trafficking;
 - 20 i. failing (altogether or adequately) to track performance indicators and key metrics on
21 human trafficking prevention;
 - 22 j. failing (altogether or adequately) to evaluate implemented anti-trafficking measures
23 for effectiveness and make changes where necessary;
 - 24 k. failing (altogether or adequately) to ban cash or prepaid credit cards as payment for
25 room rentals; and
 - 26 l. failing for track performance indicators and key metrics on human trafficking
27 prevention; and
 - 28 m. failing (altogether or adequately) to filter, monitor, and block classified advertising

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1 websites known for commercial sex from being accessed via their internet service.

2 323. Despite the Brands’ ability to kick delinquent branded hotels out of their system, this action

3 is seldom taken as it would come at the cost of their own profits. Nevertheless, this consequence is

4 available to the Brands and illustrates the Brands’ actual control over—and liability for—the

5 branded hotels’ conduct when confronted with known, and readily knowable, signs of sex trafficking

6 at their hotels.

7 324. The Brands accepted the profits from B.J.’s trafficking at their branded hotels even though

8 such receipt was in violation of their own anti-trafficking policies and procedures.

9 325. The Brands knew or should have known that such profits were derived from the criminal sex

10 trafficking of B.J. at the Brand Hotels.

11 326. The Brands are aware that human trafficking occurs at their branded hotels and know how

12 their branded hotels, including the Local Defendants, facilitate rather than prevent it.

13 327. Despite having actual and/or constructive knowledge of the extensive prostitution and sex

14 trafficking that occurs at their branded hotels, including the trafficking of B.J. at the Brand Hotels,

15 the Brands have repeatedly failed to prevent or adequately address commercial sex trafficking at

16 their branded hotels.

17 328. Had the Brands earnestly enacted and ensured anti-trafficking measures at their branded

18 hotels—as they were capable and culpable for so doing—B.J.’s continued trafficking would not

19 have been possible.

20 329. Their rooms would not have been rented for her victimization; nor would they have profited

21 off her pain.

22 330. Rather, each Brand’s acceptance of these profits and protected public image was affirmation

23 of their intended business venture with the Local Defendants at the Brand Hotels.

24 ///

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26 ///

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28 ///

CAUSES OF ACTION

COUNT ONE – 18 U. S. C. § 1595 (“TVPRA”)

(Against All Defendants)

331. Plaintiff incorporates each foregoing allegation.

332. Plaintiff is a victim of sex trafficking within the meaning of 18 U.S.C. § 1591(a) and is therefore entitled to bring a civil action under 18 U.S.C. § 1595.

333. Defendants’ acts, omissions, and commissions, taken separately and/or together, outlined above, constitute a violation of 18 U.S.C. § 1595. Specifically, Defendants had a statutory obligation not to benefit from a venture which they knew, or should have known, to engage in violations of 18 U.S.C. § 1591(a). At all relevant times, Defendants breached this duty by facilitating human trafficking through their participation in the harboring of Plaintiff, her trafficker, and buyers in their hotels for the purposes of commercial sex induced by force, fraud, or coercion.

334. Defendants benefited as a result of their acts, omissions, and/or commissions by keeping operating costs low, maintaining the loyalty of traffickers and other individuals fueling the supply and demand of sex trafficking, and limiting mandatory regulations within their businesses. Moreover, Defendants knowingly benefited from Plaintiff’s trafficking on each occasion they received payment or royalty fees for renting rooms at Defendants’ hotels where Plaintiff, her trafficker, and numerous buyers were harbored. Defendants had actual or constructive knowledge of Plaintiff’s trafficking but failed to implement or enforce anti-trafficking measures that would have helped her, and others like her. The actions, omissions, and/or commissions alleged in this pleading were the but-for and proximate cause of Plaintiff’s injuries and damages.

335. Plaintiff has suffered substantial physical and psychological injuries as the result of being trafficked and sexually exploited at the Defendants’ hotels in violation of 18 U.S.C. § 1591(a).

COUNT TWO – CAL. CIV. CODE § 52.5

(Against All Defendants)

336. The Plaintiff incorporates each foregoing allegation.

337. Plaintiff is a victim of sex trafficking within the meaning of California Penal Code § 236.1 and is therefore entitled to bring a civil action under California Civil Code § 52.5.

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1 338. Defendants’ acts, omission, and commissions, taken separately and/or together, outlined
2 above, constitute a violation of Civil Code § 52.5. At all relevant times, Defendants breached their
3 duties by facilitating human trafficking through their participation in the harboring of Plaintiff, her
4 trafficker, and buyers in their hotels for the purposes of commercial sex induced by malice,
5 oppression, force, fraud, duress, and/or coercion, by their acts, omissions, and commission.
6 Defendants deprived Plaintiff of her personal liberty with the intent to maintain her sex trafficking
7 at their hotels.

8 339. At all relevant times, Defendants knowingly intended, agreed, contrived, acted in concert,
9 aided and abetted, and conspired to continue their longstanding practice of renting rooms to known
10 and suspected human traffickers, long after the enactment of § 52.5 rendered it illegal for them to
11 profit from the same.

12 340. For over a decade, Defendants, individually, jointly, and in conspiracy with each other as
13 key leaders in the hotel and lodging industry and through common understanding and design,
14 intentionally implemented a malicious, sophisticated, and deceptive two-pronged strategy to profit
15 from business ventures that they knew or should have known violated § 52.5 as described above.

16 341. First, Defendants intentionally promoted themselves and their industry as dedicated
17 opponents of human trafficking.

18 342. Second, Defendants, pursuant to either an explicit agreement or an implicit understanding,
19 each intentionally maintained and continue to maintain policies, procedures, and training protocols
20 that create environments at their branded hotels in which it is understood and accepted that rooms
21 shall be rented to known and suspected human traffickers, and profit shall be derived therefrom.

22 343. Defendants control nearly every aspect of hotel operations, including employee
23 management, at their branded hotels through either direct subsidiaries or a web of franchise
24 agreements and brand quality standards.

25 344. The staffing decisions at their branded hotels are sufficiently controlled by Defendants as to
26 render staff at those locations’ agents and joint employees of the Brand Defendants and the
27 individual hotel locations. *See M.A. v. Wyndham Hotels & Resorts, Inc.*, 425 F. Supp. 3d 959, 972
28 (S.D. Ohio 2019).

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1 345. The staff at the branded hotels, including the Brand Hotels at which Plaintiff was trafficked,
2 took affirmative action, as agents of the Brand Defendants, to provide lodging to individuals who
3 the staff and the Brands knew or should have known were engaged in human trafficking.

4 346. The staff took these actions in compliance with a set of policies, procedures, and training
5 protocols intentionally created, and subsequently maintained with few changes, by Defendant
6 Brands in the full knowledge that—and, upon information and belief, with the intent that—such
7 policies, procedures, and training protocols would ensure that human traffickers continued to do
8 business at Defendants’ branded hotels and thus generating profit for Defendants.

9 347. Moreover, upon information and belief, despite the overwhelming data possessed by, and
10 available to, Defendants, Defendants individually, jointly and in concert with each other, willfully
11 and maliciously used their influence, through AHLA and other professional organizations, over
12 local, state and federal agencies to restrict the disclosure of and otherwise to mask material facts
13 about the prevalence of human trafficking and the hotel industry’s failure to act regarding the same.

14 348. Plaintiff has suffered substantial physical and psychological injuries as a result of being
15 trafficked and sexually exploited at the Defendants’ hotels in violation of Cal. Civ. Code §52.5.

16 349. Plaintiff is also entitled to punitive damages under Cal. Civ. Code §52.5.

17 **PRAYER OF RELIEF**

18 WHEREFORE Plaintiff requests the jury selected to hear this case render a verdict in her
19 favor on all counts alleged, and against each and every named Defendant, separately and severally,
20 and that it awards damages to her in an amount which will adequately compensate her for the injuries
21 and damages she sustained due to the Defendants’ conduct outlined as follows:

- 22 a. All available compensatory damages for the described losses with respect to each
- 23 cause of action;
- 24 b. Past and future medical expenses, as well as the costs associated with past and future
- 25 life care;
- 26 c. Past and future lost wages and loss of earning capacity;
- 27 d. Past and future emotional distress;
- 28 e. Consequential and/or special damages.

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- 1 f. All available noneconomic damages, including without limitation pain, suffering,
- 2 and loss of enjoyment of life;
- 3 g. Disgorgement of profits obtained through unjust enrichment;
- 4 h. Restitution;
- 5 i. Punitive damages with respect to each cause of action;
- 6 j. Reasonable and recoverable attorneys' fees;
- 7 k. Costs of this action; and
- 8 l. Pre-judgment and all other interest recoverable.

9 On the basis of the foregoing, Plaintiff also requests a jury be selected to hear this case and
 10 render a verdict for Plaintiff, and against Defendants, and that it awards damages to Plaintiff in an
 11 amount which adequately reflects the enormity of Defendants' wrongs, and which will effectively
 12 prevent other similarly caused acts. Further, Plaintiff requests that the Court enter judgment
 13 consistent with the jury's verdict and prays for any other damages and equitable relief the Court or
 14 jury deem appropriate under the circumstances.

JURY DEMAND

16 Plaintiff demands a trial by jury on all claims so triable.

17 Dated: June 25, 2022

Respectfully submitted,



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CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

B.J., an individual

(b) County of Residence of First Listed Plaintiff Contra Costa (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Levin Simes Abrams LLP, 1700 Montgomery Street, Suite 250, San Francisco, CA 94111; (415) 426-3000

DEFENDANTS

G6 HOSPITALITY, LLC d/b/a STUDIO 6 CONCORD, et al.

County of Residence of First Listed Defendant New Castle Delaware (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation-Transfer, 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 18 U.S.C. § 1595

Brief description of cause:

Defendants failed to deter sex trafficking in their hotels and motels in violation of the TVPRA

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 06/25/2022

SIGNATURE OF ATTORNEY OF RECORD

/s/Amanda J.G. Walbrun

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California



B.J., an individual,

Plaintiff(s)

v.

G6 HOSPITALITY, LLC
d/b/a STUDIO 6 CONCORD; et al.

Defendant(s)

Civil Action No. 3:22-cv-3765

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) 1512 W MISSION BLVD LLC d/b/a RESIDENCE INN PLEASANT HILL CONCORD HOTEL
Registered Agent Positive Investments, Inc.
610 N Santa Anita Ave
Arcadia, CA 91006

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Brian J. Perkins, Esq.
Amanda J.G. Walbrun, Esq.
William H. Cross, Esq.
Levin Simes Abrams LLP
1700 Montgomery Street, Suite 250
San Francisco, CA 94111

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 3:22-cv-3765

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California



B.J., an individual,

Plaintiff(s)

v.

G6 HOSPITALITY, LLC
d/b/a STUDIO 6 CONCORD; et al.

Defendant(s)

Civil Action No. 3:22-cv-3765

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) 2600 BISHOP DRIVE GROUND OWNER LP d/b/a SAN RAMON MARRIOTT
c/o 1505 Corporation 538
Registered Agent Corporation Service Company
dba CSC - Lawyers Incorporating Service
2710 Gateway Oaks Dr Ste 150N
Sacramento, CA 95833

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Brian J. Perkins, Esq.
Amanda J.G. Walbrun, Esq.
William H. Cross, Esq.
Levin Simes Abrams LLP
1700 Montgomery Street, Suite 250
San Francisco, CA 94111

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CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 3:22-cv-3765

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Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California



B.J., an individual,

Plaintiff(s)

v.

G6 HOSPITALITY, LLC
d/b/a STUDIO 6 CONCORD; et al.

Defendant(s)

Civil Action No. 3:22-cv-3765

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) BRE NEWTON HOTELS PROPERTY OWNER LLC d/b/a RESIDENCE INN
PLEASANT HILL CONCORD HOTEL
Registered Agent Corporation Service Company
dba CSC - Lawyers Incorporating Service
2710 Gateway Oaks Dr Ste 150N
Sacramento, CA 95833

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Brian J. Perkins, Esq.
Amanda J.G. Walbrun, Esq.
William H. Cross, Esq.
Levin Simes Abrams LLP
1700 Montgomery Street, Suite 250
San Francisco, CA 94111

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Civil Action No. 3:22-cv-3765

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on *(date)* _____ , and mailed a copy to the individual's last known address; or

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Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California

B.J., an individual,

Plaintiff(s)

v.

G6 HOSPITALITY, LLC
d/b/a STUDIO 6 CONCORD; et al.

Defendant(s)

Civil Action No. 3:22-cv-3765

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) CCMH PROPERTIES II LLC d/b/a SAN RAMON MARRIOTT
Registered Agent Corporation Service Company
dba CSC - Lawyers Incorporating Service
2710 Gateway Oaks Dr Ste 150N
Sacramento, CA 95833

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Brian J. Perkins, Esq.
Amanda J.G. Walbrun, Esq.
William H. Cross, Esq.
Levin Simes Abrams LLP
1700 Montgomery Street, Suite 250
San Francisco, CA 94111

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CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 3:22-cv-3765

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_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
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I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California



B.J., an individual,

Plaintiff(s)

v.

G6 HOSPITALITY, LLC
d/b/a STUDIO 6 CONCORD; et al.

Defendant(s)

Civil Action No. 3:22-cv-3765

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) CHOICE HOTELS INTERNATIONAL, INC. d/b/a CLARION HOTEL
CONCORD/WALNUT CREEK
Registered Agent Corporation Service Company
dba CSC - Lawyers Incorporating Service
2710 Gateway Oaks Dr Ste 150N
Sacramento, CA 95833

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Brian J. Perkins, Esq.
Amanda J.G. Walbrun, Esq.
William H. Cross, Esq.
Levin Simes Abrams LLP
1700 Montgomery Street, Suite 250
San Francisco, CA 94111

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Signature of Clerk or Deputy Clerk

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I left the summons at the individual's residence or usual place of abode with *(name)* _____
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Server's address

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AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California



B.J., an individual,

Plaintiff(s)

v.

G6 HOSPITALITY, LLC
d/b/a STUDIO 6 CONCORD; et al.

Defendant(s)

Civil Action No. 3:22-cv-3765

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) G6 HOSPITALITY, LLC d/b/a STUDIO 6 CONCORD
Registered Agent Corporation Service Company
dba CSC - Lawyers Incorporating Service
2710 Gateway Oaks Dr Ste 150N
Sacramento, CA 95833

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Brian J. Perkins, Esq.
Amanda J.G. Walbrun, Esq.
William H. Cross, Esq.
Levin Simes Abrams LLP
1700 Montgomery Street, Suite 250
San Francisco, CA 94111

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Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California



B.J., an individual,

Plaintiff(s)

v.

G6 HOSPITALITY, LLC
d/b/a STUDIO 6 CONCORD; et al.

Defendant(s)

Civil Action No. 3:22-cv-3765

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) HILTON DOMESTIC OPERATING COMPANY, INC. d/b/a HILTON CONCORD CORPORATION SERVICE COMPANY
Registered Agent Corporation Service Company
dba CSC - Lawyers Incorporating Service
2710 Gateway Oaks Dr Ste 150N
Sacramento, CA 95833

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Brian J. Perkins, Esq.
Amanda J.G. Walbrun, Esq.
William H. Cross, Esq.
Levin Simes Abrams LLP
1700 Montgomery Street, Suite 250
San Francisco, CA 94111

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CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 3:22-cv-3765

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I personally served the summons on the individual at *(place)* _____
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I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

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I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California

B.J., an individual,

Plaintiff(s)

v.

G6 HOSPITALITY, LLC
d/b/a STUDIO 6 CONCORD; et al.

Defendant(s)

Civil Action No. 3:22-cv-3765

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) HILTON WORLDWIDE HOLDINGS, INC. d/b/a HILTON CONCORD
Registered Agent Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Brian J. Perkins, Esq.
Amanda J.G. Walbrun, Esq.
William H. Cross, Esq.
Levin Simes Abrams LLP
1700 Montgomery Street, Suite 250
San Francisco, CA 94111

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CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 3:22-cv-3765

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I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
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I served the summons on *(name of individual)* _____ , who is
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Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California



B.J., an individual,

Plaintiff(s)

v.

G6 HOSPITALITY, LLC
d/b/a STUDIO 6 CONCORD; et al.

Defendant(s)

Civil Action No. 3:22-cv-3765

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) KGPCO INC. d/b/a STUDIO 6 CONCORD
Registered Agent Corporation Service Company
dba CSC - Lawyers Incorporating Service
2710 Gateway Oaks Dr Ste 150N
Sacramento, CA 95833

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Brian J. Perkins, Esq.
Amanda J.G. Walbrun, Esq.
William H. Cross, Esq.
Levin Simes Abrams LLP
1700 Montgomery Street, Suite 250
San Francisco, CA 94111

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CLERK OF COURT

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Signature of Clerk or Deputy Clerk

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Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California



B.J., an individual,

Plaintiff(s)

v.

G6 HOSPITALITY, LLC
d/b/a STUDIO 6 CONCORD; et al.

Defendant(s)

Civil Action No. 3:22-cv-3765

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) L & L HOSPITALITY HOLDINGS LLC d/b/a HILTON CONCORD
Registered Agent Xiaoping Wei
20342 SW Acacia Street
Newport Beach, CA 92660

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Brian J. Perkins, Esq.
Amanda J.G. Walbrun, Esq.
William H. Cross, Esq.
Levin Simes Abrams LLP
1700 Montgomery Street, Suite 250
San Francisco, CA 94111

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CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 3:22-cv-3765

PROOF OF SERVICE

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Server's signature

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Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California



B.J., an individual,

Plaintiff(s)

v.

G6 HOSPITALITY, LLC
d/b/a STUDIO 6 CONCORD; et al.

Defendant(s)

Civil Action No. 3:22-cv-3765

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) LEISURE HOTEL GROUP LLC d/b/a CLARION HOTEL CONCORD/WALNUT CREEK
Registered Agent Jasbir Gill
1050 Burnett Avenue
Concord, CA 94520

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Brian J. Perkins, Esq.
Amanda J.G. Walbrun, Esq.
William H. Cross, Esq.
Levin Simes Abrams LLP
1700 Montgomery Street, Suite 250
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Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 3:22-cv-3765

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California



B.J.

Plaintiff(s)

v.

G6 HOSPITALITY, LLC
d/b/a STUDIO 6 CONCORD; et al.

Defendant(s)

Civil Action No. 3:22-cv-3765

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) MARRIOTT INTERNATIONAL, INC. d/b/a RESIDENCE INN PLEASANT HILL
CONCORD HOTEL
Registered Agent CT Corporation System
330 N Brand Blvd Ste 700
Glendale, CA 91203

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Brian J. Perkins, Esq.
Amanda J.G. Walbrun, Esq.
William H. Cross, Esq.
Levin Simes Abrams LLP
1700 Montgomery Street, Suite 250
San Francisco, CA 94111

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 3:22-cv-3765

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_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
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Other *(specify)*:

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I declare under penalty of perjury that this information is true.

Date: _____

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AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California



B.J.

Plaintiff(s)

v.

G6 HOSPITALITY, LLC
d/b/a STUDIO 6 CONCORD; et al.

Defendant(s)

Civil Action No. 3:22-cv-3765

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) MARRIOTT INTERNATIONAL, INC. d/b/a SAN RAMON MARRIOTT
Registered Agent CT Corporation System
330 N Brand Blvd Ste 700
Glendale, CA 91203

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Brian J. Perkins, Esq.
Amanda J.G. Walbrun, Esq.
William H. Cross, Esq.
Levin Simes Abrams LLP
1700 Montgomery Street, Suite 250
San Francisco, CA 94111

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 3:22-cv-3765

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_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

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I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

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Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California



B.J., an individual,

Plaintiff(s)

v.

G6 HOSPITALITY, LLC; et al.

Defendant(s)

Civil Action No. 3:22-cv-3765

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Marriott International, Inc.
Registered Agent CT Corporation System
1200 South Pine Island Road
Plantation, FL 33324

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Brian J. Perkins, Esq.
Amanda J.G. Walbrun, Esq.
William H. Cross, Esq.
Levin Simes Abrams LLP
1700 Montgomery Street, Suite 250
San Francisco, CA 94111

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 3:22-cv-3765

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I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
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Other *(specify)*:

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Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California



B.J., an individual,

Plaintiff(s)

v.

G6 HOSPITALITY, LLC
d/b/a STUDIO 6 CONCORD; et al.

Defendant(s)

Civil Action No. 3:22-cv-3765

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) TRAVEL INN ASSOCIATES, LP d/b/a STUDIO 6 CONCORD
Registered Agent Jayesh Desai
1240 Munras Ave
Monterey, CA 93940

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Brian J. Perkins, Esq.
Amanda J.G. Walbrun, Esq.
William H. Cross, Esq.
Levin Simes Abrams LLP
1700 Montgomery Street, Suite 250
San Francisco, CA 94111

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CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

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_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
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Server's address

Additional information regarding attempted service, etc: