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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

TODD HALL and GEORGE
ABDELSAYED individually and on
behalf of all others similarly situated,
Plaintiffs,

v.

MARRIOTT INTERNATIONAL, INC.,
a Delaware corporation,
Defendant.

Case No. 3:19-cv-01715-JO-AHG

CLASS ACTION

**DECLARATION OF ROBERT
TEEL IN SUPPORT OF
PLAINTIFFS' MOTION FOR
APPROVAL OF PAYMENT FOR
PARTIAL REIMBURSEMENT OF
LITIGATION COSTS AND
SERVICE AWARDS**

Date: July 10, 2024
Time: 9:30 a.m.
Courtroom 4C
Hon. Jinsook Ohta

1 Pursuant to 28 U.S.C. § 1746, I, Robert Teel, hereby declare and state as
2 follows:

3 1. I am a member in good standing of the State Bar of California, and the
4 United States District Court for the Southern District of California. I, along with my
5 co-counsel, represent Plaintiffs Todd Hall and George Abdelsayed (“Plaintiffs”) and
6 serve as Class Counsel¹ pursuant to the Court’s Order granting in part Plaintiffs’
7 motion for class certification (ECF No. 180) in the above-captioned matter. I make
8 this declaration in support of Plaintiffs’ Motion for Approval of Payment for Partial
9 Reimbursement of Litigation Costs and Service Awards. This declaration is based
10 on my own personal knowledge, and if called to testify, I could and would do so
11 competently on the matters stated herein.

12 2. I was admitted to the State Bar of California on January 2, 1987 and
13 have been a member in good standing since that time. I am also licensed to practice
14 law as an active member in good standing of the Washington State Bar and am duly
15 registered as an inactive member of the Kansas State Bar. I am also admitted to
16 practice before the Ninth Circuit Court of Appeals, the United States District Court
17 for the Eastern District California, the United States Federal Court of Claims, and the
18 United States District Court for the Western District of Wisconsin. I am admitted
19 *pro hac vice* to practice before the United States District Court for the Southern
20 District Court of Florida, the United States District Court for the Northern District
21 Court of Illinois, the United States District Court for the Western District of Missouri,
22 the United States District Court for the Northern District of Georgia, the Circuit Court
23 of Cook County Illinois, and the Illinois First District Appellate Court. I am also
24 admitted to practice for purposes of multi-district litigation proceedings in the United
25 States District Court for the District of South Carolina – Charleston.

26 _____
27 ¹ Capitalized terms shall have the same meaning as set forth in the Class Action
28 Settlement Agreement attached as Exhibit 1 to the declaration of Robert Teel in
support of Plaintiffs’ motion for preliminary approval (ECF No. 279-3) unless
otherwise noted.

1 3. Over the years, I have acquired extensive experience in successfully
2 prosecuting, defending, and advising plaintiffs and defendants in complex litigation,
3 including without limitation matters pertaining to federal and state class actions, over
4 800 state court cases, adversarial bankruptcy proceedings, several state and federal
5 regulatory actions, and a grand jury investigation. Over the course of my legal career,
6 I have obtained settlements worth in excess of one hundred million dollars as counsel
7 to plaintiffs. Since 2016 I have devoted myself full time to prosecuting social impact
8 litigation and other complex representative and class action cases.

9 4. In addition to the present action, I have been appointed class counsel in
10 the case of *Romero, et al. v. Securus Technologies, Inc.*, Case No. 3:16-cv-1283-JM-
11 MDD (USDC S.D. Cal.) (class action litigation concerning the recording of
12 telephone calls between persons in the custody of law enforcement and their
13 attorneys) and am currently serving as class counsel in the case of *Owino v.*
14 *CoreCivic, Inc.*, Case No. 3:17-cv-01112 (USDC S.D. Cal.) (representing a
15 nationwide class estimated to be over 100,000 civil immigration detainees who were
16 allegedly subjected to unlawful state and federal forced labor practices). I have also
17 been appointed as settlement class counsel in the cases of *Versetto v. Adtalem Global*
18 *Education*, Case No. 2018-CH-04872 (Cook Co., Ill. Cir. Ct.) (appointed as
19 settlement class counsel to represent a class estimated to be over 323,000 students
20 who were allegedly subjected to violations of state and consumer protection laws)
21 and *Fox, et al. v. Iowa Health System*, Case No. 2018-CV-327 (USDC W.D. Wisc.)
22 (appointed as settlement class counsel to represent a class estimated to be over 1.4
23 million patients who were subjected to violations of HIPAA and state health care
24 patient information privacy laws). I am currently serving as plaintiff's counsel in the
25 complex putative class action case *Jackson v. The 3M Company, et al.*, Case No. 19-
26 cv-00167 (Dist. of S.C.) (a multi-district toxic tort litigation case having an estimated
27 class size of approximately 60,000 people who were allegedly subjected to toxic
28 perfluoroalkyl substances in the drinking water on Whidbey Island, Washington). I

1 also served as petitioner’s counsel in the representative writ of mandate action filed
2 on behalf of all municipal sewer utility ratepayers in the San Diego Superior Court
3 case of *Marks v. San Diego*, SDSC Case No. 37-2018-00014112-CU-MC-CTL (a
4 Proposition 218 representative action filed on behalf of approximately 280,000
5 municipal sewer utility ratepayers and prosecuted to a stipulated judgment in favor
6 of petitioner).

7 5. I have served as counsel for the Plaintiffs in this action since
8 September 13, 2019, shortly after the initial complaint in this case was filed. My role
9 in this Action is more fully described in my declaration filed in support of Plaintiffs’
10 motion for preliminary approval of the class action settlement (“Teel Preliminary
11 Approval Declaration”). ECF No. 279-2.

12 6. This action has been vigorously litigated on behalf of the Class for over
13 four years as described below and as more fully set forth in the Teel Preliminary
14 Approval Declaration. Prosecution of this Litigation necessarily required the
15 commitment of a substantial amount of time, labor, and effort from myself and my
16 co-counsel at the Bursor & Fisher, P.A. and the Law Offices of Ronald A. Marron,
17 APLC. ECF No. 279-2, ¶¶ 23 and 31. The Settlement Agreement in this case was
18 negotiated at arm’s-length and was part of Settlement discussions spanning nearly
19 half a year. *Id.* at ¶¶ 20 and 23.

20 7. I have been actively and personally involved in the (a) research,
21 preparation, and drafting of the first amended complaint, (b) review and research for
22 the opposition to the motion to dismiss the first amended complaint, (c) research,
23 preparation, and drafting of the first amended complaint for public injunctive relief
24 in the related Case No. 3:23-cv-01764-JO-AHG (originally filed in San Diego
25 Superior Court and removed to this court by Defendant, (d) mediation and
26 negotiation of the proposed resolution of this case and the State Case litigation, and
27 (e) the pretrial preparation and proceedings. During the past five years of Litigation
28 my co-counsel have been deeply involved in working on this case, including without

1 limitation: identifying potential witnesses and conducting witness interviews and
2 depositions; reviewing hundreds of thousands of pages of documents; preparing and
3 drafting the second and third amended complaints; responding to motions to dismiss
4 the case and class action claims *ab initio*; propounding and responding to written
5 discovery requests with Defendant; engaging in numerous written and telephonic
6 meet and confers with Defendant's counsel; engaging in substantial discovery motion
7 practice; preparing and drafting the class certification motion; and participating in
8 preparing and responding to other substantial law and motion matters, including
9 Plaintiffs' summary judgment motion.

10 8. In undertaking to prosecute this case on a contingent fee basis, I and my
11 co-counsel assumed a significant risk of nonpayment or underpayment. Despite
12 significant effort in successfully litigating this Action, under the terms of the
13 Settlement I and my co-counsel will remain completely uncompensated for the time
14 invested in the Action as further set forth below, and are only seeking this Court's
15 approval to recover less than 26 percent of the substantial amount of unreimbursed
16 Litigation costs and expenses that were advanced and paid.

17 9. I recommended Plaintiffs accept the Settlement despite the fact the
18 Settlement requires foregoing the opportunity to seek and obtain attorneys' fees and
19 unreimbursed costs as the prevailing party under Cal. Code Civ. Proc. § 1021.5 or
20 under a state law catalyst theory. This is because even though I continue to believe
21 in the strengths of Plaintiffs' claims as much as ever, I agree with Judge Lichtman
22 that under the terms of the Settlement the objectives of the Litigation have been
23 satisfied, both legislatively and by way of corporate compliance.

24 10. Accordingly, after weighing the benefits against the risks to the Class of
25 continuing the Litigation, I recommended the Settlement as being in the best interest
26 of the Class because, as the Court noted, even if Plaintiffs prevailed on liability at
27 trial there would be little motivation for Class Members to pursue individual damages
28 claims given that Marriott's resort fees range from \$9 to \$95. ECF No. 180, 42:9-11.

1 Only the interests of me and co-counsel in retaining the right to seek and obtain
 2 attorneys' fees and costs would be primarily served by continued protracted litigation
 3 of the Class's liability-only claims to a final judgment, as opposed to the Class's
 4 interests which are being served now by eliminating virtually all risk that Class
 5 Members will continue to be deceived about the Total Room Price of a stay at a
 6 Marriott Hotel.

7 11. The Settlement Agreement requires Defendant to partially reimburse
 8 Class Counsel for a portion of its Litigation expenses in the amount of \$65,000.
 9 During the four years I have been involved in this matter, I have incurred \$2,689.15
 10 in costs that were reasonably necessary for the prosecution of this Litigation and
 11 would normally have been billed to a client paying for counsel's services on a regular
 12 basis as follows:

Airfare and travel from Whatcom County, Washington to San Diego, including hotel accommodations, parking, and other travel costs	\$1,550.39
Computerized search and other computer and database charges	\$ 133.50
Hearing Transcripts	\$ 221.30
Meals while travelling	\$ 239.25
Business supplies for trial preparation	<u>\$ 544.71</u>
TOTAL	\$2,689.15

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23 12. Based on the declarations of my co-counsel, the Bursor & Fisher firm
 24 and the Marron firm have incurred 163,510.67 and \$88,599.66 in necessary costs,
 25 respectively. See declarations from Mr. Fisher and Mr. Marron filed concurrently
 26 herewith. The partial reimbursement of Litigation costs and expenses in the amount
 27 of \$65,000 for which Class Counsel is seeking approval is approximately 25.55
 28 percent of the total Litigation costs incurred of \$254,799.48. It is further my

1 understanding based on co-counsel's declarations that the total lodestar for
2 co-counsel at the Marron firm exceeds \$1.3 million based on 2,000 hours of work
3 (\$650 per hour blended rate for attorney, paralegal, and law clerk hours) and that
4 co-counsel at Bursor & Fisher has a total lodestar over \$500,000.

5 13. As to my lodestar, in the normal course of my practice I keep
6 contemporaneous time entries recorded in six-minute intervals (1/10th of an hour),
7 which is how I kept my time in this case. It is also part of the normal course of my
8 practice to review my time entries and expenditures, and in the exercise of my billing
9 judgment to reduced or eliminate entries and hours that were unproductive,
10 duplicative, or would not properly be billed at my current hourly rate for the functions
11 performed (*i.e.*, those functions that could be performed by less skilled or less senior
12 attorneys or other personnel) which is what I have done here. Since this case was
13 initially filed in May 2019, my requested hourly billing rate has increased from \$650
14 per hour to my current requested rate of \$750 per hour. The resulting total lodestar
15 after all reductions and eliminations for my time entries in this Litigation as of
16 June 27, 2024 is \$701,839.50 (1,031.83 hours at blended rate of \$680.19 per hour).

17 14. For the reasons set forth above and in the preliminary and final approval
18 motions, in the interest of settling the matter Plaintiffs have agreed to a total payment
19 by Defendant of \$75,000 in partial reimbursement of Litigation costs and service
20 awards without regard to any payment for attorneys' fees. This sum only includes
21 \$5,000 each for incentive awards for the two Class Representatives and \$65,000 for
22 partial reimbursement of the Litigation costs and expenses incurred and paid by Class
23 Counsel. The amount does not include any payment for Class Counsels' lodestars
24 because the total Litigation costs incurred and paid by Class Counsel exceeds the
25 partial reimbursement amount called for in the Settlement by nearly \$190,000. *See*
26 declarations of Mr. Fisher and Mr. Marron filed concurrently herewith.

27 15. My detailed billing records in this case comprise dozens of pages of
28 entries and contain information that is protected from disclosure by the attorney-

1 client privilege and the attorney work-product doctrine. I will make my detailed
2 billing records available to the Court for in camera review, or alternatively I will file
3 a copy in the record with the privileged information redacted, upon the Court's
4 request.

5 16. According to my billing records Mr. Hall and I spent 29.7 hours in
6 telephone or video conferences and exchanging correspondence in this case.
7 Mr. Hall declares he spent an additional 23 hours on this Action fulfilling his duties
8 as a Class Representative (52.7 hours *in toto*). See declaration of Mr. Hall filed
9 concurrently herewith. Mr. Abdelsayed estimates he spent approximately 11 hours
10 on this Action fulfilling his duties as a Class Representative. See declaration of
11 Mr. Abdelsayed filed concurrently herewith.

12 17. Plaintiffs have spent dozens of hours on this case (*in toto* approximately
13 63.7 hours for both Mr. Hall and Mr. Abdelsayed). And, as further set forth in their
14 declarations, Plaintiffs not only devoted extensive time and effort to performing work
15 on behalf of the Class to prosecute this case, but also suffered material adverse
16 collateral consequences as a direct result of serving as Class Representatives. Based
17 on my experience, I believe the Class Representatives' work performed in this case
18 was extra-ordinary.

19 18. In addition, each Plaintiff has been exposed to threats of personal
20 liability, stress and anxiety,² and financial and reputational harm directly tied to
21 serving as a Class Representative as further set forth in their declarations.
22 Nonetheless, Plaintiffs put their name on the lawsuit as Class Representatives which
23 is public information and picked up and reported by credit reporting agencies which,
24 in my experience can adversely impact a class representative. In fact, Mr. Hall
25 suffered just such collateral harm by serving as Class Representative when Defendant
26 sent a third-party subpoena directly to his employer which upset and displeased his
27

28 ² See *Claudet v. First Federal Credit Control, Inc.*, 14-CV-2068 (M.D. Fla. Nov. 17, 2015) characterizing the threat of sanctions a "likely [] source of much anxiety."

1 boss. *See* declaration of Mr. Hall filed concurrently herewith at ¶ 7. The value of
2 the general release of each Plaintiff’s right to seek and obtain compensation not only
3 for their claims for actual and punitive damages under Cal. Civ. Code §§ 1750, *et*
4 *seq.* and the common law, but also for the additional exposure to personal financial
5 liability and the collateral harm they suffered together with the time devoted to the
6 Litigation, in my opinion based on my experience exceeds the amount of the
7 requested \$5,000 service awards.

8 19. California Attorney General Rob Bonta estimated that deceptive fees
9 which prevent consumers from knowing how much they will be charged at the outset
10 like the resort fees charged by Defendant in this case “are bad for consumers and bad
11 for competition [and] they cost Americans tens of billions of dollars each year.”³
12 Based on the work done by Plaintiffs’ expert in this case, I estimate upwards of nearly
13 \$2 billion dollars in resort fee and destination fee revenue has been generated for
14 Marriott Hotels by Defendant’s allegedly unfair business practices in this regard
15 since 2016.

16 20. Although Defendant has changed its business practices to include their
17 resort fees in the price for a stay in the immediate search results on their websites,
18 Defendant did not change, and to date has still not changed, its advertising practices
19 to include the extra fees in the price on its calendar view. The Settlement requires
20 Defendant to make that change.

21 21. In addition, the Settlement requires, without limitation, that Defendant
22 promptly modify and fix all known instances in which an amenity advertised as
23 complimentary or free is included as a Resort Fee amenity. To ensure compliance
24 with all the Settlement’s requirements, Defendant is required to serve on Class
25 Counsel a declaration twelve (12) months after the Effective Date describing its
26 compliance in connection with the terms of the Settlement.

27
28 ³ <https://oag.ca.gov/news/press-releases/attorney-general-bonta’s-sponsored-bill-ban-hidden-fees-california-signed-law> [Last visited June 29, 2024.]

1 22. In my opinion based on my experience, the pecuniary and nonpecuniary
2 benefit conferred on the Class and California consumers is significant, and given the
3 billions of dollars in fees generated by Defendant’s behavior which is being changed
4 by the Settlement, I believe the pecuniary value of the Settlement is far in excess of
5 the average and median settlement amounts of \$18.8 million and \$2.9 million,
6 respectively, set forth in the 2006-207 study of federal consumer class action
7 settlements with ascertainable value to the class conducted by Brian Fitzpatrick of
8 the Vanderbilt Law School. *See Journal of Empirical Legal Studies*, Volume 7, Issue
9 4, 811 846, December 2010, “An Empirical Study of Class Action Settlements and
10 Their Fee Awards”.

11 23. During the Settlement negotiations Defendant’s steadfastly required
12 Plaintiffs to give up more in the Settlement than the rest of the Class by providing a
13 general release, whereas Class Members are not releasing any claims against
14 Defendant. And as the Court noted, the Class in this Action likely encompasses
15 hundreds of thousands of consumers. As a result, the total amount of Plaintiffs’
16 requested service awards comes to between \$0.0334 and \$0.10 per Class Member
17 (assuming the Class size is between 100,000 and 300,000 member). I was appointed
18 class counsel in the case of *Romero v. Securus Techs., Inc.*, Case No. 16cv1283 JM
19 (MDD) (S.D. Cal. Nov. 19, 2020) where the requested total service award of \$0.21
20 per Class Member was found to be reasonable and was approved in an injunctive
21 relief only settlement where class members were also not required to release their
22 claims.

23 24. Plaintiffs’ motion for partial reimbursement of Litigation costs and
24 service awards will be uploaded to the Settlement website upon its filing with the
25 Court so that Class Members are afforded another opportunity to speak up about the
26 motion and the requested service awards at the final approval hearing should they
27 choose to so appear. Based on the foregoing, in my opinion based on my experience
28 the requested partial Litigation cost reimbursement and service awards are reasonable

1 when taking into account: (a) the time, effort, and work done by Class Counsel and
2 the Plaintiffs on behalf of the Class; (b) the financial and reputational risk and
3 collateral harm done to the Plaintiffs as a result of each Plaintiff serving as a Class
4 Representative; (c) the value of the general releases given by Plaintiffs; and (d) the
5 Settlement achieved for the benefit of hundreds of thousands of Class Members and
6 the public at large which does not include a release of other Class Members' claims.

7 I declare under penalty of perjury that the foregoing is true and correct.

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9 Dated: July 3, 2024



Robert Teel

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