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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 TODD HALL  
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, Todd Hall, hereby declare and state as follows:

2 1. I, along with plaintiff George Adelsayed, serve as Class representatives  
3 pursuant to the Court’s Order granting in part Plaintiffs’ motion for class certification  
4 (ECF No. 180) in the above captioned matter. I make this declaration in support of  
5 Plaintiffs’ Motion for Approval of Payment for Partial Reimbursement of Litigation  
6 Costs and Service Awards (the “Motion”). This declaration is based on my own  
7 personal knowledge, and if called to testify, I could and would do so competently on  
8 the matters stated herein.

9 2. I have been actively involved in and strongly committed to this case  
10 from its inception. I have stayed informed about the litigation and actively  
11 participated in it through, without limitation: continuing telephone conferences and  
12 correspondence with Class Counsel; reviewing pleadings, documents, and material  
13 filings and orders entered by the Court; locating, reviewing, and providing documents  
14 and responding to interrogatories and discovery requests; providing input regarding  
15 litigation and settlement strategy; discussing the parameters for an appropriate  
16 resolution of the case; and ultimately reviewing, approving, and agreeing to the terms  
17 and conditions of the settlement agreement.

18 3. During the pendency of this litigation, I attended Court proceedings by  
19 video conference (approximately one hour). I was also on standby during the nearly  
20 full day mediation before Judge Peter D. Lichtman (Ret.) and I communicated with  
21 Mr. Teel during the proceedings several times by telephone. I was also deposed for  
22 a full day in San Diego, California on July 9, 2021 where I was subjected to  
23 questioning regarding my personal and professional affairs and other sensitive  
24 subjects. I travelled to San Diego from my home in Rancho Cucamonga the  
25 afternoon before the deposition and stayed the night. The drive from my home is  
26 approximately two hours each way, and longer in traffic. I met in person (twice),  
27 telephonically (over two dozen times), and by video conference (twice) with Mr. Teel  
28 and other Class Counsel on over 30 separate occasions.

1           4.     At my deposition Marriott’s lawyer aggressively probed the boundaries  
2 of my testimony and repeatedly asked fencing in questions about my personal and  
3 professional affairs in an attempt to discredit and impugn my credibility. It was a  
4 less than a cordial experience, and to me the questioning seemed unnecessarily  
5 contentious and overly hostile. The deposition and preparation for my deposition  
6 consumed roughly 13 hours of my time including travel time.

7           5.     During the first week in May, 2024, I spoke with Mr. Teel about filing  
8 a motion to enforce the settlement agreement which had been entered into with the  
9 Defendant on or about January 18, 2024. I became alarmed when I learned that  
10 Defendant had threatened that if we filed such motion it would attempt to hold me,  
11 Mr. Abdelsayed, and Class Counsel liable for breach of the confidentiality clause  
12 under the settlement agreement claiming it would suffer irreparable harm.  
13 ECF No. 235-1, pg. 2, fn. 1. Although I was and still am very concerned about the  
14 possibility of being sued by the largest hospitality company in the world and their  
15 notably aggressive lawyers, after discussing the issue with Mr. Teel I decided to  
16 authorize Class Counsel to file the motion despite what I perceived to be Defendant’s  
17 questionable bullying and intimidation tactics. Although Marriott’s litigation tactics  
18 have been the source of much anxiety, to date Defendant has fortunately not followed  
19 through on its threat.

20           6.     I have read Mr. Teel’s declaration filed concurrently herewith and agree  
21 with the time entries he refers to therein reflecting approximately 4.5 hours of video  
22 meetings with me, 24.1 hours of telephone conferences between us, and 1.1 hours  
23 exchanging correspondence in the course of this litigation. In addition, I estimate I  
24 spent approximately three hours locating, reviewing, and providing documents to try  
25 to respond to Defendant’s discovery requests to me and another approximately three  
26 hours reviewing my deposition.

27           7.     In addition to the foregoing time directly spent on prosecuting and  
28 resolving this case, Defendant issued a subpoena directly to my employer,

1 Intoximeters, Inc. The President of the company was displeased and upset by having  
2 to divert company personnel time to responding to the subpoena, and I have  
3 subsequently learned that my involvement in this case was a sore spot for him.

4 8. I made the decision to become involved in this action because I believe  
5 the Defendant's business and advertising practices were misleading, were  
6 intentionally deceiving consumers and business customers like me, and were just  
7 plain wrong. My serving as the Class representative in this case was driven by my  
8 desire to change the Defendant's business practices in a way that would protect the  
9 rights of the Class, consumers, and the public. I think this is an important issue and  
10 wanted to help address it. I believe I have fulfilled the obligation I felt to do that.

11 9. I authorized Class Counsel to settle this action after weighing the  
12 benefits to the Class against the risks and uncertainties of continuing the litigation. I  
13 discussed those issues with Class Counsel, and I believe the settlement represents a  
14 very good outcome under the circumstances and is in the best interest of the Class  
15 and everyone involved. I agree with Judge Lichtman's conclusion that under the  
16 terms of the settlement all of the objectives of the litigation have been satisfied, both  
17 legislatively and by way of corporate compliance.

18 10. I feel certain that even though certain aspects of the litigation have been  
19 addressed by new California legislation which becomes effective on July 1, 2024, the  
20 full import of the corporate behavioral modifications required under the settlement  
21 would not have been achieved without the efforts of the attorneys who fought for the  
22 Class in this case. I believe the settlement is fair, reasonable, and adequate and should  
23 be approved by the Court. While I understand that the amount of litigation costs to  
24 be reimbursed to Class Counsel and service awards is ultimately for the Court to  
25 decide, I approve the request for recovery of these amounts for litigating this case up  
26 to a total of \$75,000.

27 11. Based on the foregoing, the direct amount of time I have spent assisting  
28 Class Counsel in the prosecution and settlement of this case, including without

1 limitation continuing telephone conferences and correspondence with Mr. Teel and  
2 communications with the other Class Counsel; reviewing pleadings, documents, and  
3 material filings and orders entered by the Court; producing documents and  
4 responding to interrogatories and discovery requests; providing input regarding the  
5 data produced in discovery, the litigation itself, and the settlement strategy;  
6 participating by phone with Mr. Teel in the mediation; discussing the parameters for  
7 an appropriate resolution of the case; travelling to, preparing for, and being deposed;  
8 preparing for trial; and ultimately reviewing, approving, and agreeing to the terms  
9 and conditions of the settlement agreement equals or exceeds 52.7 hours. In addition,  
10 I spent approximately \$150 in travel costs to attend my deposition in San Diego.

11 12. To settle this class action litigation, I was required to provide a release  
12 of all claims against the Defendant, including not only for statutory claims under the  
13 California Consumer Legal Remedies Act, but also a general release of all other  
14 claims against the Defendant. While I and Mr. Abdelsayed agreed to give the  
15 required general releases, I would not have approved and entered into the settlement  
16 on behalf of the hundreds of thousands of Class Members involved if their releases  
17 had also been required.

18 13. I believe my contributions to the prosecution of this litigation were  
19 uniquely significant because I am both a personal and business customer of  
20 Marriott's. I also believe I have fully and completely discharged my duties in serving  
21 as a Class representative. Accordingly, based on the amount of time and resources  
22 directly spent prosecuting this litigation, on mitigating the issues with my employer  
23 associated with the subpoena issued to it by Defendant, and on the value of the  
24 general release which the Class is not required to give, I respectfully request  
25 reimbursement in the amount of \$5,000 as a service award for serving as the Class  
26 representative.

27 14. I did not become involved in this action to obtain any special benefit,  
28 nor has any such benefit ever been promised to me. I have not received, been

1 promised nor offered, nor will I accept any form of compensation, directly or  
2 indirectly, for prosecuting or for serving as a party and Class representative in this  
3 action except for such fees, costs, or other payments as the Court expressly approves  
4 to be paid or reimbursed to me or on my behalf.

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

6 Dated: Jul 1, 2024, 2024

Todd r Hall  
Todd r Hall (Jul 1, 2024 11:29 PDT)  
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Todd Hall

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