

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION**

**TRAVELERS UNITED**  
2833 Alabama Ave SE #30736  
Washington, D.C. 20020,

Plaintiff,

v.

**MGM RESORTS INTERNATIONAL, INC**  
3600 S Las Vegas Blvd  
Las Vegas, NV 89109

Defendant.

Civil Action No. **2021 CA 000477 B**

**COMPLAINT FOR VIOLATIONS OF THE  
CONSUMER PROTECTION PROCEDURES ACT**

Travelers United brings this action pursuant to D.C. Code § 28-3905 for injunctive relief and statutory damages against Defendant MGM Resorts International, Inc.’s (“MGM”) violations of the District’s Consumer Protection Procedures Act (“CPPA”), D.C. Code § 28-3901, et seq. In support of its claims, Travelers United states as follows:

**INTRODUCTION**

1. This is a price deception case. For the last decade, MGM has used an unlawful trade practice called “drip pricing” in advertising its hotel rooms whereby MGM initially hides a portion of a hotel room’s daily rate from consumers. MGM calls this hidden portion of the room rate a “resort fee” at all of its properties in the United States including at the MGM National Harbor which is extremely popular with District residents. One key effect of this price deception is that consumers shopping for a hotel room on either MGM’s

website, or an online travel agency site (“OTA”) such as Priceline or Expedia, are misled into believing an MGM hotel room is cheaper than it actually is. MGM’s motive in continuing this deceptive practice is pure profit. MGM has reaped hundreds of millions of dollars over the last decade from this deceptive “drip pricing.” Travelers United brings this action to force MGM to advertise up-front to consumers the true prices of its hotel rooms. All mandatory fees controlled by the properties must be included in the advertised daily room rate.

2. MGM is a hotel, lodging and entertainment corporation with its headquarters in Las Vegas, Nevada. MGM owns and manages hotels throughout the United States and China. MGM conducts its hotel business through various corporate entities operating under numerous trade names.<sup>1</sup> MGM offers lodging at its hotels to District residents, including through its online reservation website and through the websites hosted by OTAs, such as Priceline and Expedia. These websites allow consumers to obtain information about MGM’s hotel rooms and allow consumers to compare MGM hotel room prices to that of other hotels as well as make hotel reservations.
3. MGM advertises and promotes its hotel rooms by advertising daily room rates on its own website and the websites operated by OTAs. MGM’s official website and the websites operated by the OTAs enable consumers to search for and sort prospective hotel accommodations by price according to the daily room rate. These search functions allow consumers, including consumers residing in the District, to compare prices among various hotels. Many consumers, including those residing in the District, use the websites

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<sup>1</sup> MGM hotels operate under at least the following trade names in the United States: MGM Grand, Skylofts at MGM Grand, Mansion at MGM Grand, The Signature at MGM Grand, Bellagio, Aria Resort & Casino, Vdara, Excalibur, Luxor, Mandalay Bay, Delano Las Vegas, The Mirage, New York-New York, Park MGM, Beau Rivage Resort & Casino, Gold Strike Casino Resort, MGM Detroit, MGM Springfield, MGM National Harbor and Borgata.

operated by MGM and the OTAs to compare the price of hotel rooms offered by MGM and other hotels and to select and book a hotel room online.

4. MGM charges additional mandatory fees it calls “resort fees”, which at other establishments are sometimes referred to as “guest amenity fees”, “facility fees” or “destination fees,” as well as other names (referred to collectively hereafter as “resort fees”) on a daily basis for a room at many of its hotels. However, MGM does not include these daily, mandatory fees in the room rate it advertises on its website and does not include them in the room rate advertised by the OTAs, thereby depriving consumers of the ability to readily ascertain and compare the actual price of a room at a MGM hotel to the price of the hotel rooms offered by MGM’s competitors and at other MGM hotels.
5. Beyond this initial price deception, when consumers select a room rate and provide their credit card and other personal information in order to book a room, MGM also represents that the daily room rate at the hotel is less than it actually is because it does not include the mandatory resort fee that MGM adds to the daily room charge. In all of the MGM hotels in the United States that charge resort fees, the subtotal of the room rate is listed without the resort fees included in the price. When a guest selects to “Learn More” a link pops up that says the nightly rate on a specific date without the resort fee. It says “Taxes and fees may apply,” thereby misleading consumers to believe the additional fees they are paying are government-imposed, rather than a separate daily charge imposed by and paid to MGM. In some instances, MGM also represents that these resort fees cover the costs of amenities, such as wireless internet, that MGM says is complimentary even though MGM has required the guest to pay the resort fee which it also claims pays for the wireless internet service.

6. Hotels attached to casinos often offer free hotel rooms to encourage people to gamble in their casino. MGM has a loyalty program called M Life Rewards that offers free hotel rooms. These rooms are often referred to as “comped” hotel rooms. Comped hotel rooms, also known as “comps,” are complimentary<sup>2</sup> hotel rooms given out by a hotel to encourage guests to gamble. MGM offers comped rooms through the M life Rewards program but it often still makes guests pay the resort fee. MGM uses misleading language to make the guest think they are getting a complimentary room. A guest may log into their M Life account and will see language that states “Up to 4 Comp Nights” assuming those are for free nights. MGM would still charge this guest a resort fee of up to \$45.00 plus tax per night. That amount is not mentioned on the comped offer.
7. A resort fee does not exist to provide amenities at a hotel. MGM charges a resort fee to deceptively mislead a consumer into thinking the hotel rate is lower than the actual rate. The amenities MGM allegedly offers for a resort fee are either obsolete or services provided as free to others. There is no exchange of service with a resort fee. A customer of the defendant’s is not allowed to refuse the alleged services of the resort fee in an attempt to not pay the resort fee. Defendant forces a customer to pay the resort fee in order receive the key to the customer’s room. The resort fee exists to deceive customers, not to provide any services or amenities. The resort fee at some MGM hotels is more than the advertised room rate.
8. In addition to deceiving District consumers who end up paying these deceptive rates, District taxpayers pay for these resort fees even if they do not ever travel. From May 18 – 22, 2019, the Mayor and many members of the D.C. Council went to Las Vegas, Nevada

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<sup>2</sup> Complimentary is defined by Merriam-Webster as “given free as a courtesy or favor.”

for a convention of the International Council of Shopping Centers.<sup>3</sup> This is “the world’s largest global gathering of retail real estate professionals.”<sup>4</sup> Attending the event is important to building more development and particularly grocery stores in areas that deeply need access to food in their neighborhood. The DC Councilmember who represents Ward 8, the Ward with the lowest amount of grocery stores per person in the District,<sup>5</sup> stayed at the MGM Grand Hotel & Casino in Las Vegas. His legislative director also stayed at the hotel in another room. Their two rooms came to a total of \$2,476.46 which was organized in advance by a travel company helping them book these reservations. The resort fee, however, was due separately at the property and it amounted to \$335.60. This deceptive resort fee was paid for by DC tax payers.

9. Defendant regularly uses resort fees to more than double the advertised room rate at MGM hotels such as the Excalibur and the Luxor. The advertised room rate at Luxor for July 13, 2020 was \$29.00 per night. The resort fee at the Luxor in July 2020 was \$35.00 per night. The actual price of a room at defendant’s Luxor hotel is 121% more than the advertised price. The advertised room rate for July 13, 2020 at the MGM’s Excalibur hotel is \$22.00 per night. The resort fee at the Excalibur is \$35.00. The actual price is 159% more than the advertised price of a room at defendant’s hotel.
10. Travelers United institutes this proceeding to stop MGM from engaging in the unlawful trade practices set forth more fully below in connection with its offer and sale of hotel

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<sup>3</sup> Mitch Ryals, *What Happened in Vegas?* WASHINGTON CITY PAPER, (September 5, 2019), <https://washingtontcitypaper.com/article/178677/what-happened-in-vegas/>.

<sup>4</sup> ICSC, *RECon*, <https://www.icsc.com/attend-and-learn/events/details/recon-new-york> (last visited February 16, 2021).

<sup>5</sup> Christina Sturdivant, *Report: Wards 7 and 8 Have Three Grocery Stores for 149,750 People*, DCIST, (June 6, 2017), <https://dcist.com/story/17/06/06/report-wards-7-and-8/>.

rooms to consumers, including its practices of (1) misleading consumers concerning the amounts they must pay for rooms at their hotels, and (2) advertising hotel rooms without the intent to supply them at advertised prices. Travelers United seeks injunctive relief to prevent Defendant from engaging in these and similar unlawful trade practices, statutory damages to deter Defendant and others similarly situated from engaging in these and similar unlawful trade practices, and the payment of costs and attorney's fees.

### **JURISDICTION**

11. This Court has jurisdiction over the subject matter of this case pursuant to D.C. Code § 11-921 and D.C. Code § 28-3905.
12. This Court has personal jurisdiction over the Defendant pursuant to D.C. Code § 13-423(a).

### **PARTIES**

13. Plaintiff is a nonprofit public interest organization for the purpose of promoting interests and rights of consumers empowered to sue and be sued. The mission of Travelers United is to improve and enhance travel for consumers across all modes of travel. Travelers United has been instrumental in advocating against hidden hotel fees both federally and locally in the District. Travelers United has met with many members of the DC Council and their staff regarding the issue. Nationally Travelers United has worked and met with members of Congress, the National Association of Attorneys General, other national consumer advocacy groups and the Federal Trade Commission educating, alerting and advocating against deceptive hotel fees. Travelers United, based in Washington, D.C. and Virginia, has members who reside in Washington, D.C.

14. Defendant MGM is a multinational hospitality company that owns, manages and franchises a broad portfolio of hotels and lodging facilities throughout the United States and abroad. It is a Delaware corporation that is headquartered at 3600 S Las Vegas Blvd, Las Vegas, Nevada 89109.
15. MGM has, at all relevant times, engaged in trade or commerce in the District by advertising and offering hotel lodging to District customers.

### **MGM'S DECEPTIVE ADVERTISING PRACTICES**

#### **Defendant's Practice of Charging Resort Fees**

16. This action was commenced after years of MGM deceiving customers about the rate of a room. Currently 50 state Attorneys General and the Attorney General from the District of Columbia reported they are investigating hotels over hotel resort fees.<sup>6</sup> The hotel industry has become highly price competitive especially with the increased use by consumers of OTAs, like Expedia and Priceline, that allow consumers to shop across hotel brands. The OTAs and other tools on the internet allow consumers to review large numbers of rooms offered by hotel at the same time and to compare and search by price. The hotels typically advertise on these websites and on OTAs by using a daily room rate. The resort fee is not included in the advertised amount on these websites harming consumers ability to do comparison shopping.
17. At issue in this case is the growing and continued practice of hotels advertising daily room rates online but not including any mandatory resort fee charged in the initially advertised room rate. For instance, MGM's practice is to initially advertise a room rate

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<sup>6</sup> Karl Racine Office of the Attorney General for the District of Columbia, *Attorney General Karl Racine Prepared Remarks: Marriott Lawsuit Over Resort Fees*, (Jul. 9, 2019), <https://oag.dc.gov/release/prepared-remarks-marriott-lawsuit-over-resort-fees>.

that does not include the resort fee, but then to include it in the final charges a consumer is required to pay. MGM charges these additional resort fees, which can amount to as much as \$45 a day at MGM properties, to increase its revenues without appearing to raise the room rate at its hotels. MGM does not include these resort fees in the room rate because doing so would effectively increase the price of a hotel room and consequently make its hotels less price competitive to consumers when compared with other hotels.

18. MGM's practice of initially advertising only part of a price and then later revealing other charges as the consumer completes the buying process has been labeled "drip pricing" by the Federal Trade Commission ("FTC"). In November 2012, the FTC warned the hotel industry that drip pricing as it pertains to charging resort fees may violate federal consumer protection law by misrepresenting the price consumers can expect to pay for their hotel rooms. The FTC specifically warned the hotels that the largest and most prominent price for a hotel room should include the resort fee, and should be provided to the consumer up front, and not later in the checkout process, in order to avoid being deceptive drip pricing. These fees must be required to be revealed in the advertised room rate, not later in the checkout process or even later when the customer checks in to the hotel.

19. The FTC's Bureau of Economics then issued a report in 2017 confirming its concerns about this practice of drip pricing. That report concluded:

In sum, the literature suggests that separating mandatory resort fees from posted room rates without first disclosing the total price is likely to harm consumers by artificially increasing the search costs and the cognitive costs of finding and booking hotel accommodations. Unless the total price is disclosed up front,



separating resort fees from the room rate is unlikely to result in benefits that offset the likely harm to consumers.<sup>7</sup>

20. Despite the warning letter from the FTC, MGM continues to advertise room prices that do not include its resort fees, both on its own website and the websites operated by OTAs. MGM has continued this deceptive practice because it has become a key profit center for the company, as it has reaped hundreds of millions of dollars from expanding its use of resort fees over the past decade.
21. MGM owns, manages or franchises at least 17 hotels that charge consumers resort fees ranging from \$15.00 to \$45.00 per day. MGM Resorts International charges hotel resort fees at every hotel property of theirs in the United States, including the MGM National Harbor which is very popular with DC residents. MGM does not limit the charging of resort fees to traditional resort destinations. The defendant charges resort fees in locations such as Oxon Hill, Maryland; Detroit, Michigan and Robinsonville, Mississippi.
22. By charging consumers resort fees in addition to the daily amounts consumers must pay for their rooms, MGM makes hundreds of millions of additional dollars in revenue without appearing to increase the price for which it initially offers its rooms. MGM's unlawful trade practice has affected District consumers, as MGM has charged resort fees to tens of thousands of District consumers over the years, charging those consumers well in excess of a million dollars.
23. MGM also exercises control over the resort fees its hotels charge. MGM spokesman Brian Ahern stated "we are constantly evaluating prices to ensure they properly reflect

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<sup>7</sup> Mary W. Sullivan, *Economic Analysis of Hotel Resort Fees*, FEDERAL TRADE COMMISSION, (Jan. 2017), [https://www.ftc.gov/system/files/documents/reports/economic-analysis-hotel-resortfees/p115503\\_hotel\\_resort\\_fees\\_economic\\_issues\\_paper.pdf](https://www.ftc.gov/system/files/documents/reports/economic-analysis-hotel-resortfees/p115503_hotel_resort_fees_economic_issues_paper.pdf).

the business landscape.”<sup>8</sup> MGM has resort fees at all of its properties in the United States and often raises multiple properties resort fees at once. On August 1, 2019, the MGM announced an increase in hotel resort fees from \$39.00 per night to \$45 per night at the Aria, Bellagio and Vdara.<sup>9</sup>

24. During the Covid19 pandemic, the room rates at MGM hotels have decreased to meet consumer demand. However, the resort fees have not been lowered despite the elimination or significant reduction to the services the hotel claims the resort fee provides.<sup>10</sup> As Jason Cochran of Frommer’s travel guides wrote:

All the hotel industry had to do to maintain the illusion of good faith was to reduce resort fees while amenities are unavailable. But owners are so used to charging bogus fees without being challenged that they forgot to maintain the subterfuge.<sup>11</sup>

### **Defendant’s Misleading Advertising Practices Concerning Resort Fees**

25. When consumers search for and seek to book a hotel using MGM’s online reservation system, MGM provides the consumers with a quoted room rate and allows guests to see the price but there is no mention of an additional mandatory resort fee. For example, when searching for availability on the MGM calendar for the Excalibur, the following

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<sup>8</sup> Bailey Schulz, *MGM Increases Resort Fees at 3 Las Vegas Strip Properties*, THE LAS VEGAS REVIEW JOURNAL, (Aug. 2, 2019), <https://www.reviewjournal.com/business/casinos-gaming/mgm-increases-resort-fees-at-3-las-vegas-strip-properties-1817357/>.

<sup>9</sup> *MGM Resorts Announces Resort Fee Increase for Aria, Bellagio and Vdara*, FOX 5 KVVU-TV LAS VEGAS (Aug. 2, 2019), [https://www.fox5vegas.com/news/local/mgm-resorts-announces-resort-fee-increases-for-aria-bellagio-and-vdara/article\\_983e9aaa-b552-11e9-bd71-f79cd7103127.html](https://www.fox5vegas.com/news/local/mgm-resorts-announces-resort-fee-increases-for-aria-bellagio-and-vdara/article_983e9aaa-b552-11e9-bd71-f79cd7103127.html).

<sup>10</sup> Richard Kerr, *The Critical Points: First to go were airline cancellation fees, next should be hotel resort fees*, THE POINTS GUY, (Sept. 1, 2020), <https://thepointsguy.com/news/eliminate-resort-fee-coronavirus/>.

<sup>11</sup> Jason Cochran, *Hotels Suspend Amenities But Are Keeping Resort Fee Cash. The Scam Must End*, FROMMER’S, (Sept. 21, 2020), [https://www.frommers.com/blogs/arthur-frommer-online/blog\\_posts/hotels-suspended-amenities-but-are-keeping-resort-fee-cash-the-scam-must-end](https://www.frommers.com/blogs/arthur-frommer-online/blog_posts/hotels-suspended-amenities-but-are-keeping-resort-fee-cash-the-scam-must-end).

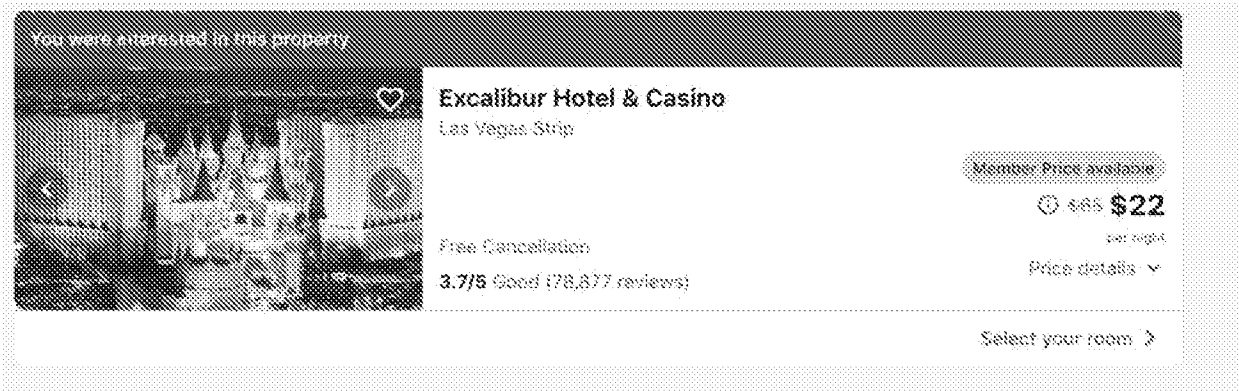
information appeared on MGM’s website for a room at the Excalibur Hotel in Las Vegas, Nevada for July 13, 2020:

The screenshot displays the MGM Excalibur booking page. At the top, the Excalibur logo is on the left, and 'MGM' with a 'Sign In' link is on the right. Below the logo is a dark navigation bar with three steps: '1. SELECT DATES', '2. SELECT ROOM', and '3. REVIEW & BOOK'. The main content area has a left sidebar with 'DATE: Select Dates On Calendar', 'GUESTS: 2 Guests', and 'FILTERS: All Room Types'. The central part shows a calendar for July 2020. The calendar grid starts on Wednesday, July 1st, and ends on Saturday, July 4th. Prices for each date are listed in the cells: \$22 for most dates, \$66 for July 3rd, and \$79 for July 4th. The calendar is titled 'JUL' and the year '2020' is at the top left of the grid.

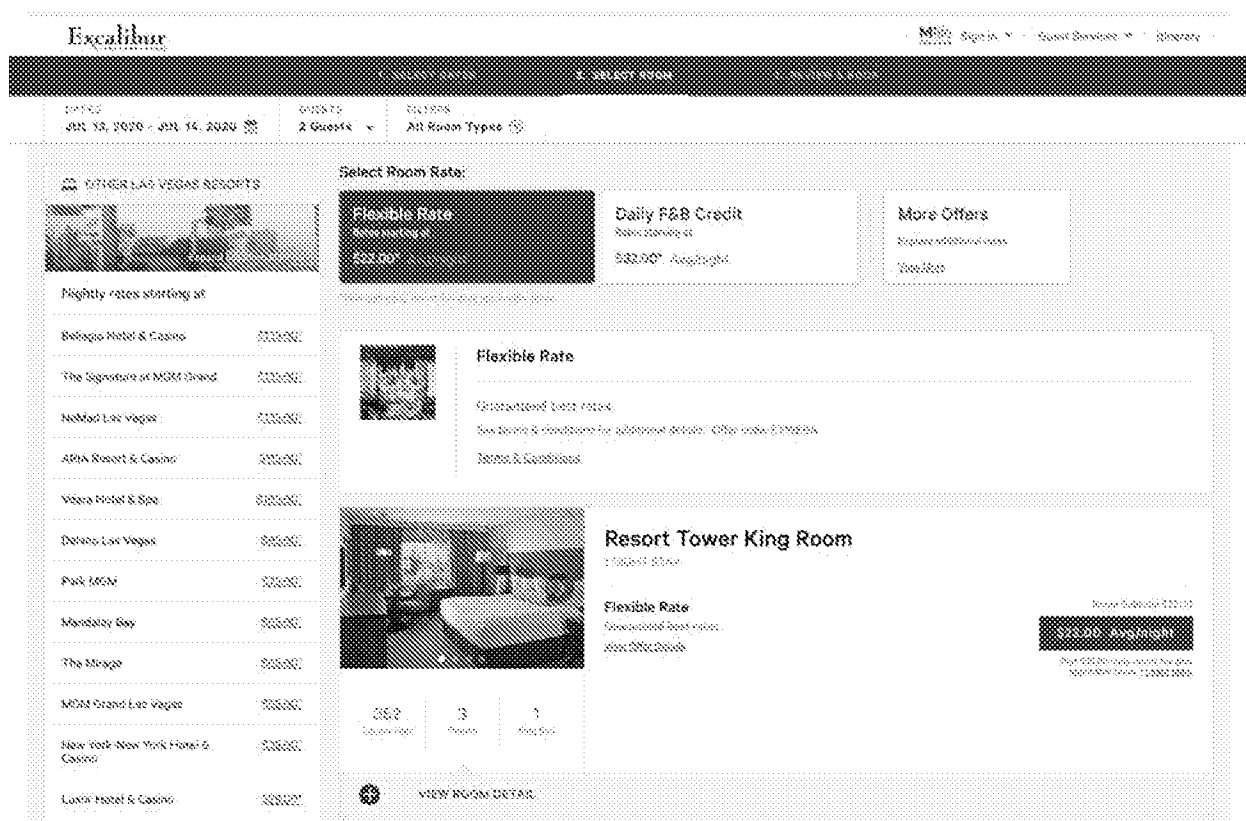
26. When “Expand Location Map” was clicked on the main MGM booking page, MGM shows the location of the Excalibur on the map and states “Subtotal from \$22.00” right above the location of the hotel. On the left is a list of all available MGM properties in Las Vegas for that date and their price with an asterisk. In the left bottom corner of the page the asterisk denotes that the listed prices are “plus nightly resort fee and tax” although on the map itself it says there are hotel room available at the Excalibur with a “subtotal from \$22.00”:



27. At this initial stage in the process of booking a reservation online, where the hotel appears on a page with rooms at other properties, the quoted daily room rate does not include the mandatory resort fee the consumer will be required to pay. Similarly, when consumers searched the same time for a hotel room using the reservation system operated by Expedia or Priceline or another OTA, they received a similar quoted room rate that did not include or mention the resort fee:



28. If consumers selected the quoted rate for a room at the MGM’s Excalibur Hotel on MGM’s online reservation system, as set forth in paragraph 27 above, they were directed to another page that provides the following information:



29. At this point in the booking process in small font below the advertised price is the following statement: “Plus \$35.00 daily resort fee plus applicable taxes. | [Learn More](#)”

This statement appeared in small typeface in shaded gray and was displayed less prominently than the quoted room rate of \$22.00 which appeared in a larger typeface in a large prominent box in another color and that does not include the resort fee. The language is ambiguous and confusing to consumers because it may be understood from the map page or the calendar page that the total is \$22 either as indicating that the daily resort fee has already been “added” to the room rate quoted on the page or perhaps that it is some sort of tax. A guest is unlikely to assume that an additional mandatory hotel fee would be more than the advertised room rate.

30. Confusion about the total room rate charged was further fostered even at this point in the booking process by the fact that when one clicks the link to “Learn More” about the \$35.00 daily resort fee plus applicable taxes the following display is shown:

The screenshot shows the Excalibur Las Vegas website interface. At the top, there's a navigation bar with the Excalibur logo and links for 'Home', 'Sign In', 'Guest Services', and 'History'. Below this is a search bar with filters for 'CHECK IN', 'CHECK OUT', 'GUESTS', and 'ROOM TYPE'. The main content area is divided into three sections:

- Left Sidebar:** A list of hotels under the heading 'EXCALIBUR LAS VEGAS RESORTS'. The list includes:
  - Excalibur Hotel & Casino: \$109.00/night
  - The Signature at MGM Grand: \$134.00/night
  - Flamingo Las Vegas: \$109.00/night
  - ARIA Resort & Casino: \$119.00/night
  - Yong Hotel & Spa: \$109.00/night
  - Dolans Las Vegas: \$99.00/night
  - Park MGM: \$79.00/night
  - Mandalay Bay: \$89.00/night
  - The Mirage: \$99.00/night
  - MGM Grand Las Vegas: \$99.00/night
  - New York-New York Hotel & Casino: \$89.00/night
  - Luxor Hotel & Casino: \$29.00/night
- Center Section:** Titled 'Select Room Rate:'. It features a 'Flexible Rate' box with a price of \$22.00/night. Below this, there's a 'Resort Tower King Room' section with a 'Flexible Rate' of \$22.00/night. A small pop-up window shows the 'Nightly Rate' of \$22.00.
- Right Section:** A 'More Offers' box with a link to 'Learn More'.

31. When one selects to “Learn More,” a box of information appears that states that the nightly rate is \$22 and “Taxes and fees may apply.” There is no information about what taxes and fees apply. There is no information that the resort fee would more than double the room rate. There is no definition of a resort fee. There is no definition of what is a tax. By saying that “taxes and fees may apply” the defendant is purposefully ambiguously labeling here as defendant likely wants consumers to believe the resort fees are government-imposed charges.
32. After selecting the \$22 room to book, the consumer is presented with the following final booking page:

The screenshot displays the Excalibur Hotel & Casino booking page. The top navigation bar includes the Excalibur logo and links for "HOME", "ABOUT US", "CONTACT US", and "RESERVATIONS". The main content area is divided into two columns. The left column shows the "Resort Tower King Room" with a check-in date of Monday, July 13, 2020, and a check-out date of Tuesday, July 14, 2020. The room rate is listed as \$22.00 AVG/NIGHT. Below this, there are sections for "ROOM REQUESTS" and "Reservation Summary". The right column features a "How We're Reopening" banner, a "Guest Information" section with fields for first and last names, phone number, and email, and a "Payment Information" section with fields for name on card, card number, expiration date, and address. At the bottom, there is a "MAKE PAYMENT & BOOK" button.

**Excalibur Hotel & Casino**  
3000 Las Vegas Blvd. Las Vegas, NV 89109

**Resort Tower King Room**  
Check In: Mon, Jul 13, 2020 10:00 PM  
Check Out: Tue, Jul 14, 2020 11:00 AM  
Guests: 2  
22.00 AVG/NIGHT

**ROOM REQUESTS:**  
☐ Guaranteed Late Check-Out (+ \$25.00)  
☐ Guaranteed Early Check-In (+ \$25.00)  
☐ Dog Friendly Fee (+ \$25.00 per night)  
☐ Special Requests

**Reservation Summary**  
Your reservation is subject to cancellation if cancelled before Jul 11, 2020 12:00 AM on the hotel's local time.

Item	Amount
1 Night Stay (Room Only)	\$22.00
Other Savings	\$0.00
Room Request Total	\$0.00
Adjusted Room Subtotal	\$22.00
Estimated Taxes*	+ \$2.04
Resort Fee and Estimated Resort Fee Tax*	+ \$38.08

**Guest Information**  
 \* FIRST NAME  
 \* LAST NAME  
 \* PHONE NUMBER  
 \* EMAIL

**Payment Information**  
 \* NAME ON CARD  
 \* CARD NUMBER  
 \* EXPIRATION  
 \* CVV  
 \* COUNTRY/REGION  
 \* ADDRESS LINE 1  
 \* ADDRESS LINE 2  
 \* CITY  
 \* STATE/PROVINCE  
 \* ZIP/POSTAL CODE

☐ I agree to the Terms and Conditions below for this reservation, the Terms of Use and Privacy Policy (which governs the information practices sections 3 and 4 of our Privacy Policy describe the categories of personal information we collect and the purposes for which it may be used).

**MAKE PAYMENT & BOOK**

33. Here a guest can only see what the hotel claims the resort fee covers by clicking on the very small printed ⓘ next to the “Resort fee and Estimate Resort Fee Tax” line. If one clicks on the ⓘ information icon, the following appears:

The screenshot shows the Excalibur Hotel & Casino reservation page. A popup titled "Resort Fee & Tax" is displayed over the "Reservation Summary" section. The popup text states: "A daily resort fee plus applicable tax on the resort fee is applied to all hotel reservations. The resort fee includes: Property-wide high speed internet access (public spaces and in-room), unlimited local and toll free calls, airline boarding pass printing and fitness center access for guests 18+." The background reservation page shows details for a "Resort Tower King Room" with a check-in of Mon, Jul 15, 2020, and a check-out of Tue, Jul 16, 2020. The room rate is \$22.00 per night. The reservation summary table lists the room rate, taxes, and the resort fee and estimated resort fee tax of \$12.00. The guest information section includes fields for first and last name, phone number, and email. The payment information section includes fields for name on card, card number, expiration date, and address.

**Excalibur Hotel & Casino**  
 3900 Las Vegas Blvd. S. Las Vegas, NV 89109

**Resort Tower King Room**  
 Check In: Mon, Jul 15, 2020  
 Check Out: Tue, Jul 16, 2020  
 Guests: 2  
 Offer: Flexible Rate ⓘ

**ROOM REQUESTS:**  
☐ Guaranteed Late Check-Out (+ \$30.00) ⓘ  
☐ Guaranteed Early Check-In (+ \$30.00) ⓘ  
☐ Dog Friendly Fee (+ \$10.00)  
☐ Special Requests

**Reservation Summary**

Room Description	Room Rate	Tax	Total
1 Night Stay: 1 Room (2 Adults)	\$22.00	\$0.00	\$22.00
Other Charges:	\$0.00	\$0.00	\$0.00
Room Hardware Fee:	\$0.00	\$0.00	\$0.00
Adjusted Room Subtotal:	\$22.00	\$0.00	\$22.00
Estimated Taxes:	\$0.00	\$0.00	\$0.00
Resort Fee and Estimated Resort Fee Tax ⓘ	\$12.00	\$0.00	\$12.00

**Guest Information**

First Name:  Last Name:   
 Phone Number:  Email:

**Payment Information**

Card Type:  Card Number:   
 Expiration:  /  CVV:  Country/Region:   
 Address Line 1:  Address Line 2:   
 City:  State/Province:   
 ZIP/Postal Code:

☐ I agree to the Terms and Conditions before for this reservation, the [Terms of Use and Privacy Policy] (which governs the information I provide, Sections 2 and 3 of our Privacy Policy describe the categories of personal information we collect and the purposes for which it may be used).

**MAKE PAYMENT & BOOK**

34. As seen in paragraph 33 above, the phrase “A daily resort fee plus applicable tax on the resort fee is applied to all hotel reservations. The resort fee includes: Property-wide high speed internet access (public spaces and in-room), unlimited local and toll free calls, airline boarding pass printing and fitness center access for guests 18+” appears on the



screen shown in paragraph 33. Even if a customer looked to click on the small i next to the resort fee line on the reservation summary, they would still likely be confused by the language in this statement. Here MGM makes a presentation to consumers about the amenities the resort fee alleges to cover. Some of these amenities the hotel presents as part of the resort fee are actually already free to people who are not even hotel guests such as high-speed internet access in public spaces.<sup>12</sup> High-speed internet access is free and available to everyone who enters the public spaces of the Excalibur, not just those who booked a hotel room or paid a hotel resort fee. Furthermore, most boarding pass printing is no longer necessary due to the prevalence of airlines using smart phone applications for boarding. Unlimited local and toll-free calls from a hotel are not necessary when 96% of Americans now own and travel with their own cell phones.<sup>13</sup> If the fitness center is closed, as many were during the Covid19 pandemic, MGM hotels still charge resort fees. Defendant provides no exchange of service for this fee. The MGM hotel alleges services are offered for the resort fee that are a combination of technologically obsolete, free to non-hotel guests and at times inaccessible. The resort fee exists as a way for the defendant to mislead the guest about the advertised price of a room, not to provide any additional services.

35. The issues with how the price of an MGM room is presented go beyond what is offered on the internet. In printed brochures available at the Costco travel section in Washington, DC, the MGM Resorts Collection is advertised as being “New to Costco Travel.”

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<sup>12</sup> Ron Sylvester, *MGM Resorts Offering Free Wi-Fi at Las Vegas Casinos*, THE LAS VEGAS SUN, (Jan. 8, 2013), <https://lasvegassun.com/news/2013/jan/08/mgm-resorts-offering-free-wi-fi-las-vegas-resorts/>.

<sup>13</sup> *Mobile Fact Sheet*, Pew Research Center: Internet & Technology, (Jun. 12, 2019), <https://www.pewresearch.org/internet/fact-sheet/mobile/>.



# COSTCO MEMBER EXCLUSIVE TRAVEL DEALS

BOOK BY 8/31/20



[COSTCOTRAVEL.COM](http://COSTCOTRAVEL.COM) | 1-877-849-2730

The Phoenician, A Luxury Collection Resort | Scottsdale, AZ

## COSTCO TRAVEL

QUALITY VACATIONS WITH MEMBER VALUE

ORLANDO



UPGRADED ROOM

WALKING DISTANCE TO DISNEY'S HOLLYWOOD STUDIOS \*\*\*\*\*

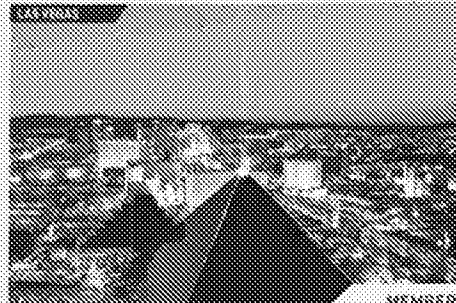
WILL BE REFLECTED IN PRICE

### Walt Disney World Swan and Dolphin Resort Limited-Time Package

- Four nights or more in a Smoking Resort, View Room
- Valid for travel through 12/31/10 and 1/31/11 - 8/31/11
- Up to two children ages 9 and younger will live on the room with one adult, valid for travel through 12/31/10 - 8/31/11
- Transportation to Walt Disney World, Theme Parks
- Full-size rental car

Price includes hotel taxes, other taxes and airport fees.

LAS VEGAS



MEMBER SAVINGS

WILL BE REFLECTED IN PRICE

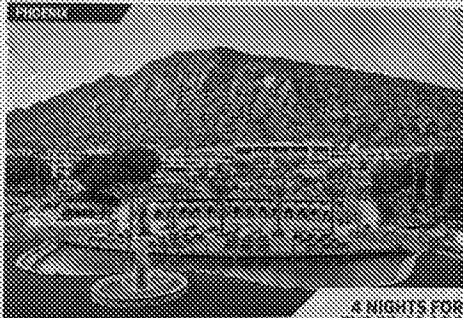
NEW TO COSTCO TRAVEL

### MGM Resorts Collection

- Two nights or more of one of the following:
  - Flamingo Las Vegas
  - MGM Grand Hotel and Casino
  - Mandalay Bay Resort and Casino
  - Park MGM Las Vegas
  - The Mirage Hotel and Casino
  - New York New York Hotel and Casino
- Valid for travel through 12/31/11

Price includes hotel taxes.

PHOENIX



4 NIGHTS FOR THE PRICE OF 3

THREE-LEVEL POOL COMPLEX \*\*\*\*\*

### The Phoenician, a Luxury Collection Resort Package

- Four nights or more
- Valid for travel 12/31/10 - 12/31/11
- Daily breakfast for two
- Mandatory daily resort fee waived
- Full-size rental car

Price includes hotel taxes and airport fees.

PHOENIX



4 NIGHTS FOR THE PRICE OF 3

IN THE HEART OF DOWNTOWN SCOTTSDALE \*\*\*\*\*

### Hotel Valley Ho Package

- Four nights or more
- Valid for travel through 12/31/11
- \$50 daily resort credit per room
- Full-size rental car
- Self-parking fee waived
- 20% Savings on all regularly priced spa treatments

Price includes hotel taxes and airport fees.

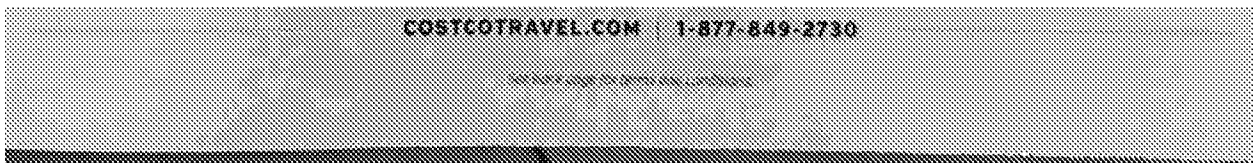
COSTCOTRAVEL.COM | 1-877-849-2730

See each page for terms and conditions.

36. As seen above in paragraph 35, the Walt Disney World Swan and Dolphin Resort, which is a Marriott hotel, advertises directly next to it with the fine print below “Price includes daily resort fee, hotel taxes and rental car taxes.” The MGM Resorts Collection, however, simply says “Price includes hotel taxes.” Indeed, the MGM advertised prices in the Costco system do not include resort fees at all.

37. Interestingly, at the bottom of the page it says “See back page for terms and conditions.”

(Note no 1 or 2) as seen below.



38. On other pages in the same Costco Travel advertisement pamphlet at the bottom it says “<sup>1</sup> and <sup>2</sup> See back page for terms and conditions” which is seen in the photograph below.



**\$200 TO \$400** INSTANT SAVINGS  
(WILL BE REFLECTED IN PRICE)

OCEANFRONT RESORTS \*\*\*\*\*

### Choose Your Maui Marriott Getaway Package

Five nights or more at one of the following:

- Sheraton Maui Resort & Spa
- The Westin Maui Resort & Spa
- Raffles Beach Resort - Marriott, Maui
- Valid for travel 5/1/20 - 12/1/20 and 1/4/21 - 6/30/21
- Costco Shop Card per room per stay
- Full-size rental car
- \$500 Travel credit per booking
- Mandatory daily resort fee included\*

\*Resort fee does not include taxes.



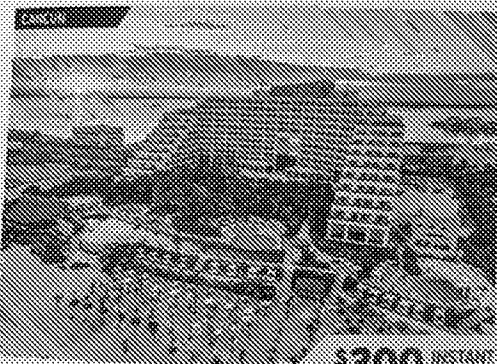
**\$500** INSTANT SAVINGS  
(WILL BE REFLECTED IN PRICE PER ROOM PER STAY)

ALL-INCLUSIVE RESORT \*\*\*\*\*

### Hard Rock Hotel Limited-Time Package

- Five nights or more
- Valid for travel through 5/31/21
- Unlimited meals, wine and spirits
- Costco Shop Card per room per stay
- Hard Rock includes 25% service fee (not included and we will earn credits for services used)
- Hard Rock Rock & Roll Club\*
- Ground transportation to and from hotel

\*Price includes hotel taxes and resort gratuities.



**\$300** INSTANT SAVINGS  
(WILL BE REFLECTED IN PRICE PER ROOM PER STAY)

ALL-INCLUSIVE, ADULTS-ONLY RESORT \*\*\*\*\*

### Live Aqua Limited-Time Package

- Five nights or more
- Valid for travel through 5/31/21
- Unlimited gourmet cuisine, wine and premium spirits
- Costco Shop Card per room per stay
- Premium concierge service
- Ground transportation to and from hotel

\*Price includes hotel taxes and resort gratuities.



**UPGRADED SUITE**

(WILL BE REFLECTED IN PRICE)

ALL-INCLUSIVE RESORT \*\*\*\*\*

### Planet Hollywood Limited-Time Package

- Five nights or more
- Valid for travel 7/1/20 - 1/31/21
- Unlimited meals, wine and spirits
- Costco Shop Card per room per stay
- Stars Kids Club
- Ground transportation to and from hotel

\*Price includes hotel taxes and resort gratuities.

**COSTCOTRAVEL.COM | 1-877-849-2730**

\*See back page for terms and conditions.

“**2Daily resort fee** is reflected in price and will be included in your total purchase amount at checkout” as shown below.



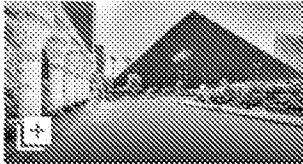


40. If a customer goes online to the Costco travel offers to inquire further about the price of a vacation to Las Vegas, the first results shown will be hotels with prices listed but those prices do not include the resort fee.

Las Vegas  
Feb 20, 2021 - Feb 23, 2021 1 Room 2 Travelers Edit

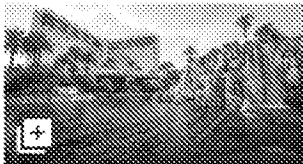
**HOTEL ADVISORY** Total Price **\$98.18** [View Details & Customize](#)

**Las Vegas: Luxor Hotel and Casino Package**  
Includes Hotel

  
**Luxor Hotel and Casino**  
Contributor Reviews  
★★★★☆ **3.2/5** (38 Reviews)  
Towel Premium Night - Two Ocean Bldg

**HOTEL ADVISORY** Total Price **\$102.31** [View Details & Customize](#)

**Las Vegas: The Mirage Hotel and Casino Package**  
Includes Hotel

  
**The Mirage Hotel and Casino**  
Contributor Reviews  
★★★★☆ **4.2/5** (24 Reviews)  
Resort Fee - Two Guest Beds

**HOTEL ADVISORY** Total Price **\$133.11** [View Details & Customize](#)

41. If a customer is intrigued by the \$102.31 “total price” offer at the Luxor Hotel and Casino, which is an MGM property, they will be very disappointed to learn this is not in fact the total price at all. If a customer selects “View Details & Customize” as shown above in paragraph 40, they will be presented with the following page where again the

total price for a two night stay is presented as \$102.31 even though this price, likely unknown to the consumer, does not include any additional fees.

costcotravel.com/111010

Las Vegas Luxor Hotel and Casino Package  
Feb 20, 2021 - Feb 22, 2021 1 Room, 2 Travelers

Total Price: \$102.31  
Amount Due Today: \$102.31

Back Street Transporter Activities Taxes

Customize Package Options

### Included Hotel

**Luxor Hotel and Casino**

Costco Member Reviews: **3.5/5**  
988 Reviews

Costco Star Rating: **2.5 Star Hotel**

3900 S Las Vegas Blvd, Las Vegas, NV 89119, United States

The Luxor Hotel and Casino pyramid invites curiosity while its premium amenities entice with equal parts excitement, mystery and intrigue. Choose from twelve spectacular rooms in the Tower Building, which is adjacent to the Pyramid Building. This resort features a wide variety of entertainment and world class exhibits.

MORE DETAILS [Learn More](#)

Need Help?  
Call 1-800-451-0000  
Available 24/7. Ask for the  
Traveler Support Agent. 10 AM - 10 PM  
PST Time.

Want to read the  
Cancellation  
Schedule?

**Room 1: Tower Premium Room - Two Queen Beds  
(2 Adults)**

Guestroom Rate  
\$65.00 (USD) (per room, per night)

[Modify It Now](#)

\*The package price excludes a mandatory daily resort fee, per room, per night. The resort fee includes property-wide high-speed internet access (public spaces and in-room), unlimited local and toll-free calls, airline boarding pass printing, and fitness center access for guests 18 and older. Self-parking is available at approximately \$10.00 (per room, per night). The included tax is based on the room rate and is not included in the package price. The package price is subject to change without notice.

42. This MGM property, offered through Costco Travel, states at the absolute bottom of the page in a small font far away from the “total price,” which is not actually the total price, states “the package price excludes a USD 35 plus tax (per room, per night) mandatory daily resort fee. The resort fee includes property-wide high-speed internet access (public spaces and in-room), unlimited local and toll-free calls, airline boarding pass printing, and fitness center access for guests 18 and older. Self-parking is available at approximately USD 10 (per room, per night). The fees will be added to the final



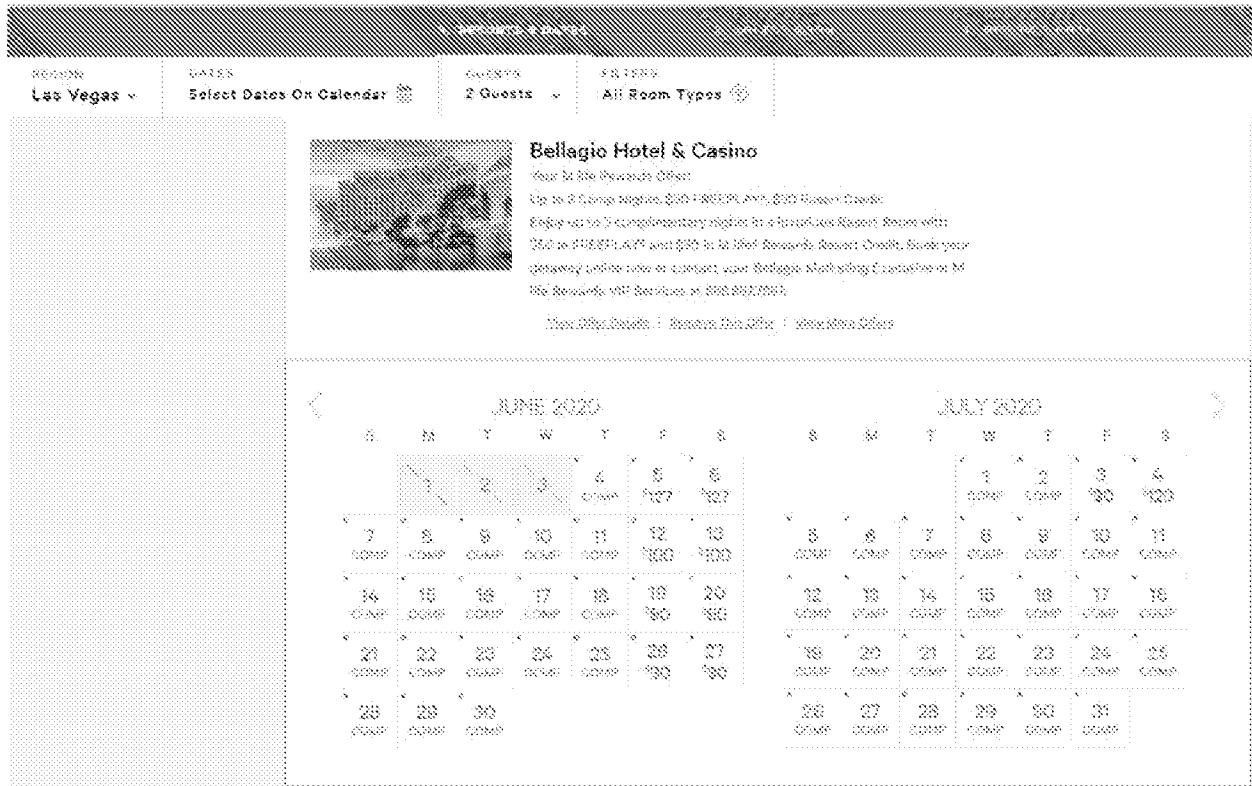
statement upon checkout and are payable directly to the hotel. All fees are outside the control of Costco Travel and are subject to change by the hotel without notice.” It is highly unlikely given the placement of this text, and the fact that Costco Travel is advertising the hotel as the “total price”, that a customer would assume a significant amount more is owed when they arrive at the hotel. The resort fee at The Luxor is even higher than currently advertised on this site, it is \$37.00 night without tax, not \$35.00 per night as mentioned on the Costco Travel website. After including the 13.38% hotel tax, that is a \$41.75 additional per night. If a guest used the Costco Travel page to pay and assumed the “total price” was, in fact, the total price the customer would be in for a surprise when arriving at The Luxor and needing to pay an additional \$83.90 to receive the key to their room. That’s an 82% increase in price that was not included in the “total price.” Additionally, most of the offers of the fitness center mentioned as part of the resort fee are closed due to the Covid19 pandemic. This is not noted anywhere online.

#### **Defendant’s Misleading Advertising Practices Concerning Complimentary Rooms**

43. Defendant further presents deceptive advertising when they advertise complimentary rooms to loyal customers. A longstanding practice among casino hotels is to offer complimentary rooms, often called “comped rooms” or “comps”, to people who frequent the casino. The idea is that the guests will be lured in with the free room and the hotel will make the money on the gambling floor, not with the price of the hotel room. Recently at defendants’ properties however, the hotels have been presenting their “comped” rooms as complimentary, when the defendant still requires that the guest pay the resort fee. MGM guests are presented with an offer for a complimentary room, but

then told they need to pay money at check-in in order to receive the key to their room, which is a misleading and deceptive advertising tactic by the defendant.

44. MGM's loyalty program is M Life. There are multiple tiers of loyalty with the lowest being Sapphire to the highest level, excluding offers by invitation only, which is Platinum. When a Platinum member looks at the MGM Bellagio hotel's calendar for July 2020, they are presented with the following screen:



45. The rooms shown paragraph 44 as “COMP” are not necessarily complimentary as most of these reservations are still subject to a resort fee. The defendant does not note that these rooms are not complimentary and that they will be subject to a resort fee. The

Bellagio's resort fee is \$39.00 plus tax. There is no mention of these rooms not being complimentary and being subject to a \$39.00 per night fee on this page.

46. “View Offer Details” as seen in paragraph 44 has a link to the page shown below where in small print in text that no one is ever to likely read is the following statement “A daily resort fee, which includes select resort amenities, *may* be added to your room account.”

(emphasis added). The following text is the only text where noted where defendant notes that a “COMP” room is not complimentary and actually requires paying resort fees.

[illegible]

47. MGM recently sent Platinum members an upcoming offer for “Up to Four Complimentary Nights in a Resort Room” at the MGM’s Mandalay Bay Hotel. The following email was received by a Platinum M Life Member:

**Come for the Beach. Stay for Everything Else.**

1 message

**Mandalay Bay Resort and Casino** <lasvegas@a.mandalaybay.com>

Reply-To: Mandalay Bay Resort and Casino <Mlifehotel@inbound.bamboocricket.com>

To: [REDACTED]

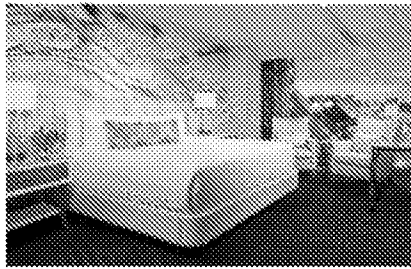
*One destination. A million discoveries.*

**MANDALAY BAY**  
RESORT AND CASINO, LAS VEGAS  
DELANO | FOUR SEASONS HOTEL



**Warmer Days are Ahead. Book These  
Exclusive Offers.**

Book now through April 30, 2020 for stays through February 28,  
2021.



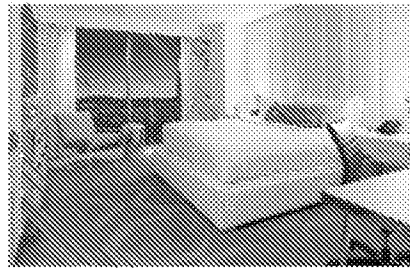
### Mandalay Bay Offer Includes:

Up to 4 Complimentary Nights in a  
Resort Room

\$50 in M life® Rewards Resort  
Credit for Food and Beverage

\$50 in FREEPLAY®

[BOOK NOW](#)



### Delano Las Vegas Offer Includes:

Up to 3 Complimentary Nights in a  
Delano Suite

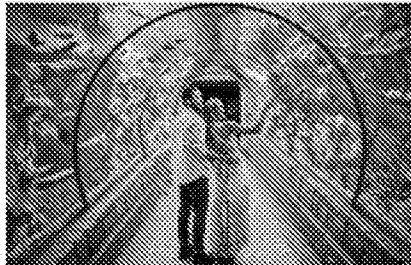
\$50 in M life® Rewards Resort Credit  
for Food and Beverage

\$50 in FREEPLAY® \$50 in

FREEPLAY®

[BOOK NOW](#)

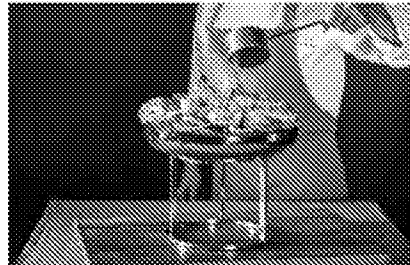
## Enhance Your Stay at Mandalay Bay



### View, Dive, Feed & Experience

See more than 2,000 animals, including sharks, giant rays, endangered green sea turtles, piranha and a Komodo dragon at Shark Reef Aquarium.

[Buy Tickets →](#)



### Delectable Dining

Mandalay Bay offers a wide selection of celebrity chef restaurants and unique dining options.

[Book a Table →](#)



This email is intended for [REDACTED] and is nontransferable.

For additional assistance, contact M life Rewards VIP Services at 877.632.7502.

Book now through April 30, 2020 for stays through February 28, 2021. Blackout dates may apply. Recipient must be a registered in-house hotel guest during offer period to redeem this offer. Subject to availability and cannot be used in conjunction with any other MGM Resorts International promotion. If applicable, Resort Credit is valid toward items charged to guest's room, excluding room rate, resort fee, retail outlets, gratuities and taxes. Unused resort credit will not be refunded and has no cash value. A daily resort fee, which includes select resort amenities, may be added to your room account. The extent of complimentary received is based upon qualified casino play that is reviewed during and/or after your stay. While Express Cumps™ are to be used at your discretion, this offer may include expected earning and redemption of your Express Cumps. If you choose not to use your Express Cumps, components of this offer may change based on your gaming activity. The first night's deposit is fully refundable provided a timely notice of cancellation is received by VIP Services at 877.632.7502 at least 72 hours prior to arrival, unless specifically excluded by booked offer. Cancellations less than 72 hours before your arrival (and no shows) will result in a forfeiture of the first night's deposit. If you have a complimentary stay (or at least the first night is complimentary) and do not cancel at least 72 hours prior to your arrival (or do not show up), then you will be charged a Mandalay Bay: \$110; Delano: \$130 mid-week or Mandalay Bay: \$155; Delano: \$175 weekend (i.e., Friday, Saturday or Sunday night) cancellation fee (as determined by the first night of your scheduled stay), plus applicable taxes. If you are paying with a credit card, you must present such card at check-in. If you are not the credit card holder, please contact Room Reservations at 877.632.7500 for details on our credit card policy. This invitation is limited to qualified individuals and is nontransferable. Must be 21 years of age or older. Although quality control procedures have been implemented, this mailer may have been sent in error. Your entitlement to any of the products or services described in this mailer is subject to written confirmation by the Mandalay Bay Casino Marketing Department. Comments/queries applied to M life Rewards account. Mandalay Bay Resort and Casino reserves all rights.

MGM Resorts International offers GamSense information to its patrons to encourage responsible gaming at [mgmresorts.com/gamsense](http://mgmresorts.com/gamsense) (in MA at [gamsensema.com](http://gamsensema.com)). If you or someone you know has a gambling problem or concerns with gambling responsibility, please call the 24-hour Problem Gambler's Helpline at 1.800.522.4700, or call 1.800.GAMBLER (in New Jersey and Maryland), 1.800.426.1234 (in Massachusetts), 1.800.275.7117 (in Michigan), 1.877.8HoppetNY (in New York), or 1.800.585.3366 (in Ohio). Or visit [mgamblinehelp.org](http://mgamblinehelp.org) (in MD), [masscouncilonproblemgaming.org](http://masscouncilonproblemgaming.org) (in MA), or [ocg.ohio.gov](http://ocg.ohio.gov) (in Ohio) for help. Please play responsibly. If you bet more than you can afford to lose, you've got a problem.

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Unsubscribe

Mandalay Bay Resort & Casino  
3950 S Las Vegas Blvd  
Las Vegas, NV 89159  
[mandalaybay.com](http://mandalaybay.com)

48. The offer shown in paragraph 47 is for four complimentary nights at the MGM's

Mandalay Bay or three complimentary nights at the MGM's Delano, but the fine print on

the bottom of the email states "A daily resort fee, which includes select resort amenities,

may be added to your room account.” The resort fee at the Mandalay Bay and the Delano is \$39.00 plus tax per night.

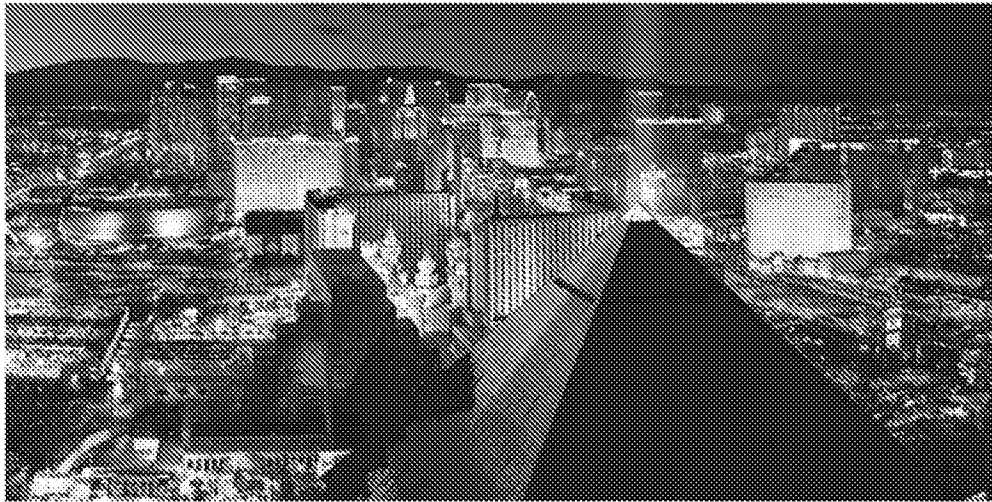
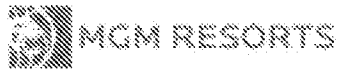
49. The following is a confirmation email that a Platinum M Life member received after booking MGM’s Mandalay Bay offer outlined in paragraph 46 and 47:

**MGM Resorts Reservation Confirmation**

1 message

Reservations@mlife.com <Reservations@mlife.com>

To



**MGM Resorts Reservation Confirmation**

Hello [REDACTED],

Thank you for your reservation. Here's your reservation confirmation.

Room Confirmation # [REDACTED]

Billed to  ending in [REDACTED]

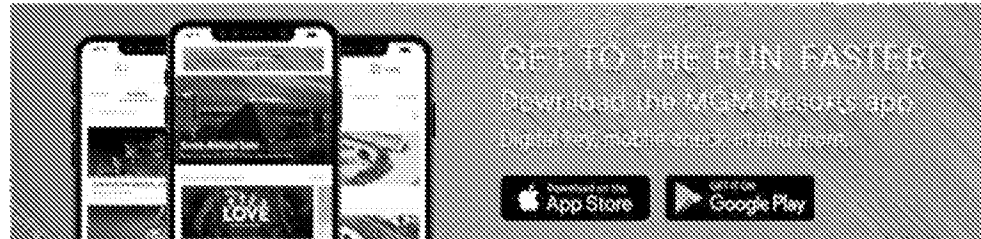
If you have any questions or concerns, please contact the resort at which you made your room reservation. M life members can always contact M life Member Services directly at 866.761.7111.

- Aria	866.358.7111
- Beau Rivage	888.567.8667
- Bellagio	702.693.7111
- Caesars Las Vegas	702.632.7668
- Excalibur	702.591.7777
- Gold Strike	662.357.1111
- Luxor	702.262.4000
- Mandalay Bay	877.632.7700
- The Mirage	702.791.7111
- MGM Grand	877.727.0007
- MGM Grand Detroit	877.888.2121

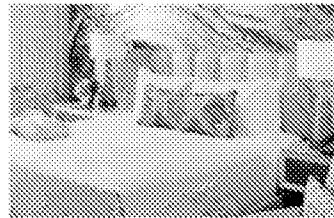


- MGM National Harbor 844.846.6847
- Monte Carlo 702.730.7777
- New York-New York 800.868.1787
- The Signature at MGM Grand 877.727.0007
- VEGAS 702.590.2111

Your reservation is governed by the terms and conditions (including any possible cancellation period) agreed to during the reservation booking process.



**AUG** [REDACTED], 2019  
CONFIRMATION NUMBER [REDACTED]



#### RESORT KING STRIP VIEW

MANDALAY BAY  
3 NIGHT STAY

#### UP TO 4 COMPLIMENTARY NIGHTS IN A RESORT ROOM

Book Your Mandalay Bay Offer Today

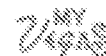
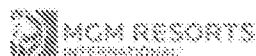
Reservations Phone Number (877) 832-7800

Room Rate and Estimated Tax*	\$0.00
Resort Fee and Estimated Tax*	\$125.85
Reservation Total	\$125.85
Amount Paid	-\$0.00
Estimated Balance Due Upon Check-in*	\$125.85

MGM Resorts International 3600 Las Vegas Boulevard South Las Vegas, NV 89109

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50. When a Platinum M Life member books an offer as seen in paragraph 49, the “Room Rate and Estimated Tax” line shows a charge of \$0.00. The line for “Resort Fee and Estimated Tax” however shows a charge for \$125.85. The email notes that the “Reservation Total \$125.85.” Though the guest was offered a complimentary stay at the Mandalay Bay hotel by the defendant, the guest will be forced to pay \$125.85 at the hotel at check-in. MGM advertises this room as a complimentary stay but because the defendant requires the guest pay for the resort fee, this offer is not complimentary.

**Defendant’s Misleading Advertising Practices Concerning Resort Fees Charged Even If Customers Are On Official District Business**

51. In addition to issues regarding false advertising around complimentary rates, another issue that must be addressed is that MGM’s resort fees are often paid by DC taxpayers, who may never set foot in an MGM hotel in their life. Defendant asserts there is no way for a consumer to get out of paying a hotel resort fee. MGM asserts the resort fees are mandatory. Defendant charges resort fees to a consumer regardless of if the consumer is merely staying at the hotel strictly for business purposes and spends all day at a convention for work. As reported in *The Washington Post*,<sup>14</sup> the federal government was charged thousands in resort fees by the previous president on his work trips due to the frequent selection of government travel to his own hotels that charged deceptive resort fees. These resort fees were paid by the taxpayers of the United States. The same applies to DC government workers and District elected officials. If they travel for work, they

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<sup>14</sup> David Fahrenthold, John Dawsey & Joshua Partlow, *Room rentals, resort fees and furniture removal: How Trump’s company charged the U.S. government more than \$900,000*, THE WASHINGTON POST, (Aug. 27, 2020), [https://www.washingtonpost.com/politics/trump-company-secret-service-spending/2020/08/27/9331bd86-de36-11ea-8051-d5f887d73381\\_story.html](https://www.washingtonpost.com/politics/trump-company-secret-service-spending/2020/08/27/9331bd86-de36-11ea-8051-d5f887d73381_story.html).

could stay in a hotel with deceptive pricing and DC taxpayers are the ones who end up paying for these hidden fees. In the example mentioned in paragraph 8, a DC Council member and his legislative director, both of whom were in Las Vegas to work on bringing grocery stores to Ward 8 in the District, were charged \$335.60 of resort fees at the MGM Grand Hotel & Casino. These resort fees were paid for by DC taxpayers. The bill (obtained through the Freedom of Information Act) showing the resort fee charge is below:

**Taylor, Jamaïne A. (Council)**

---

**From:** Desniege Joseph <Desniege@nubianglamrock.com>  
**Sent:** Thursday, May 9, 2019 2:25 PM  
**To:** Taylor, Jamaïne A. (Council)  
**Subject:** Las Vegas Reservations  
**Attachments:** card\_on\_file\_authorization\_form-4ea81e1ef5f611cf5d0e88274591ades.pdf

Good day Mr. Taylor,

Flight and Hotel information can be found below:

**MGM Reservation total:**

2 Rooms, 1 room King bed

Check-in: Sat May 10

Check-out: Wed May 22

4 nights

Includes 1500 MGM Rewards points

✓ Free cancellation before June 11, 2019

**Your price summary**

Adult Property Fee \$273.00

**Room 1: 1 King**

4 Nights \$1,092.00

Taxes & Fees \$140.00

**Room 2: 1 King**

4 Nights \$1,092.00

Taxes & Fees \$140.00

**Total due today \$2,475.46**

Guest Property Fee \$255.00

Resort Fee \$202.00

**Room Total \$2,912.06**

**Flight Itinerary and Total:**

\$304 + \$254

52. The inconsistency and inaccuracy with which MGM has provided information to consumers on its websites about what is covered by the resort fee, with the lack of

proximity of the resort fee to the quoted room rate, the smaller and lighter shaded typeface used when referring to the resort fee, the ambiguous language regarding whether the resort fee has been or will be added to the room rate, the confusing representations about what amenities are covered by the fees, the way the hotel advertises complimentary stays that are not complimentary due to mandatory fees, and the inclusion of the resort fees with charges for taxes make it even harder for consumers to comprehend they are being charged a resort fee on top of their quoted room rate.

53. Defendant's practices of advertising room rates that do not include mandatory daily resort fees, including the resort fee in language such as "taxes and fees may apply" when the resort fee is not imposed by any government agency, and further including offering complimentary rooms that are not complimentary due to mandatory fees and representing that resort fees include amenities or services that are either provided at no cost or that the consumer must still pay for separately, are misrepresentations of material fact capable of misleading consumers.

54. MGM's practices of advertising room rates for lodging at its hotels without including other daily charges required by the hotel constitutes the advertisement or offer of goods or services without the intent to sell them as advertised or offered.

**COUNT 1**  
**(Violations of the Consumer Protection Procedures Act)**

55. The allegations of paragraphs 1 through 54 are re-alleged as if fully set forth here.

56. The CPPA is a remedial statute that is to be broadly construed. It establishes an enforceable right to truthful information from merchants about consumer goods and

services that are or would be purchased, leased, or received in the District of Columbia §28-3901(c).

57. Travelers United has standing to bring this Count under §28-3905(k)(1)(D)(i) “Subject to sub-paragraph (ii) of this subparagraph, a public interest organization may, on behalf of the interests of a consumer or a class of consumers, bring an action seeking relief from the use by any person of a trade practice in violation of a law of the District if the consumer or class could bring an action under subparagraph (A) of this paragraph for relief from such use by such person of such practice.” Travelers United is a public interest organization, with members in the District, that has done significant advocacy work against deceptive fees across the travel industry, both locally in DC and on the federal level. Deceptive resort fees are a trade practice in violation of a law of the District.
58. A hotel resort fee is a misrepresented characteristic or a misrepresented benefit under §28-3904(a) as the resort fee goes to absolutely nothing but is represented as a payment for amenities. A resort fee exists for the defendant to lie about the advertised price of the room, not to provide any service.
59. The hotel rooms MGM offers to consumers are leased or sold for personal, household, or family purposes and, therefore, are consumer goods or services.
60. MGM, in the ordinary course of business, offers to lease or supply consumer goods and services, and, therefore, is a merchant §28-3901(a)(3).
61. The CPPA prohibits unlawful trade practices in connection with the offer, sale, and supply of consumer goods and services §28-3904.

62. MGM's (a) advertisement of prices or room rates for their hotels that do not include mandatory daily resort fees, (b) representation that the resort fee is a "fee or tax," (c) representation that the payment of resort fees entitled the consumer to amenities that they were provided at no cost, and (d) advertisement of complimentary rooms that are not complimentary are each misrepresentations of material fact that have a tendency to mislead consumers and are unlawful trade practices that violate the CPPA, D.C. Code §28-3904(e).
63. Defendant's advertising of complimentary room rates for lodging in their hotels as complimentary when the hotel in fact charges money for these stays is misrepresentation as to a material fact which has a tendency to mislead which violates the CPPA, D.C. Code §28-3904(f).
64. Defendant's advertising of prices and room rates for lodging in their hotels that do not include daily resort fees constitutes an advertisement or offer without the intent to sell the lodging as advertised, which is an unlawful trade practice that violates the CPPA, D.C. Code 14 § 28-3904(h).

### **Prayer for Relief**

WHEREFORE, the Travelers United respectfully requests this Court enter a judgment in its favor and grant relief against Defendant, as follows:

- (a) Permanently enjoin and restrain Defendant, pursuant to D.C. Code § 28-3905(k)(2)(D), from engaging in conduct determined to be in violation of the CPPA;
- (b) Permanently enjoin Defendant from advertising daily hotel room rates that do not include mandatory resort fees in the price advertised for rooms at its hotels;

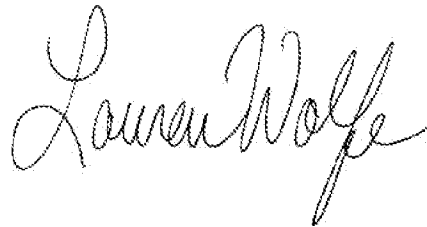
- (c) Order the Defendant to pay statutory damages to Travelers United pursuant to D.C. Code § 28-3905(k)(2)(A), for each and every violation of the CPPA proven at trial;
- (d) Order the Defendant to pay punitive damages in an amount to be determined at trial, pursuant to D.C. Code § 28-3905(k)(2)(C);
- (e) Award Travelers United the costs and reasonable attorney's fees for its investigation and this action, pursuant to D.C. Code § 28-3905(k)(2)(B); and
- (f) Grant such further relief as the Court deems just and proper.

**Jury Demand**

Travelers United demands a trial by jury.

Respectfully submitted,

Dated: February 17, 2021

A handwritten signature in black ink that reads "Lauren Wolfe". The signature is written in a cursive, flowing style.

LAUREN WOLFE (D.C. Bar # 1048660)  
Counsel, Travelers United

2833 Alabama Ave SE #30736  
Washington, D.C. 20020

Telephone: 202-713-9596  
Email: [laurenwolfe@travelersunited.org](mailto:laurenwolfe@travelersunited.org)





**Superior Court of the District of Columbia**  
**CIVIL DIVISION**  
**Civil Actions Branch**  
**500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001**  
**Telephone: (202) 879-1133 Website: www.dccourts.gov**

**Travelers United**

Plaintiff

vs.

Case Number **2021 CA 000477 B**

**MGM Resorts International, Inc.**

Defendant

**SUMMONS**

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within seven (7) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

**Lauren Wolfe**

Name of Plaintiff's Attorney

**2833 Alabama Ave SE #30736**

Address

Washington, DC 20020

**202-713-9596**

Telephone

如需翻译,请打电话 (202) 879-4828

Veuillez appeler au (202) 879-4828 pour une traduction

Để có một bản dịch, hãy gọi (202) 879-4828

번역을 원하 시면, (202) 879-4828로 전화주세요

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Clerk of the Court

*[Signature]*

Deputy Clerk

By

**02/18/2021**

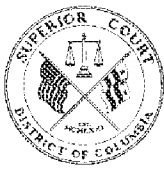
Date

**IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.**

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-279-5100) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

See reverse side for Spanish translation

Vea al dorso la traducción al español



**TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA**  
**DIVISIÓN CIVIL**  
**Sección de Acciones Civiles**  
 500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001  
 Teléfono: (202) 879-1133 Sitio web: [www.dccourts.gov](http://www.dccourts.gov)

Travelers United

Demandante

contra

Número de Caso: **2021 CA 000477 B**

MGM Resorts International, Inc.

Demandado

**CITATORIO**

Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veintiún (21) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días, contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

A usted también se le requiere presentar la Contestación original al Tribunal en la Oficina 5000, sito en 500 Indiana Avenue, N.W., entre las 8:30 a.m. y 5:00 p.m., de lunes a viernes o entre las 9:00 a.m. y las 12:00 del mediodía los sábados. Usted puede presentar la Contestación original ante el Juez ya sea antes que usted le entregue al demandante una copia de la Contestación o en el plazo de siete (7) días de haberle hecho la entrega al demandante. Si usted incumple con presentar una Contestación, podría dictarse un fallo en rebeldía contra usted para que se haga efectivo el desagravio que se busca en la demanda.

Lauren Wolfe

SECRETARIO DEL TRIBUNAL

Nombre del abogado del Demandante

2833 Alabama Ave SE #30736

Por:

Dirección

Washington, D.C. 20020

Subsecretario

202-713-9596

Fecha

2/17/2021

Teléfono

如需翻译, 请打电话 (202) 879-4828

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የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

**IMPORTANTE: SI USTED INCUMPLE CON PRESENTAR UNA CONTESTACIÓN EN EL PLAZO ANTES MENCIONADO O, SI LUEGO DE CONTESTAR, USTED NO COMPARECE CUANDO LE AVISE EL JUZGADO, PODRÍA DICTARSE UN FALLO EN REBELDÍA CONTRA USTED PARA QUE SE LE COBRE LOS DAÑOS Y PERJUICIOS U OTRO DESAGRAVIO QUE SE BUSQUE EN LA DEMANDA. SI ESTO OCURRE, PODRÍA RETENÉRSELE SUS INGRESOS, O PODRÍA TOMÁRSELE SUS BIENES PERSONALES O BIENES RAÍCES Y SER VENDIDOS PARA PAGAR EL FALLO. SI USTED PRETENDE Oponerse a esta acción, NO DEJE DE CONTESTAR LA DEMANDA DENTRO DEL PLAZO EXIGIDO.**

Si desea conversar con un abogado y le parece que no puede pagarle a uno, llame pronto a una de nuestras oficinas del Legal Aid Society (202-628-1161) o el Neighborhood Legal Services (202-279-5100) para pedir ayuda o venga a la Oficina 5000 del 500 Indiana Avenue, N.W., para informarse sobre otros lugares donde puede pedir ayuda al respecto.

Vea al dorso el original en inglés  
 See reverse side for English original

Travelers United is suing MGM Resorts International, Inc. for violations of DC's Consumer Protection Procedures Act §§ 28-3901 to 28-3913 regarding deceptive hotel resort fees. The amount in question exceeds \$10,000.



SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION Civil Actions Branch  
500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001  
Telephone: (202) 879-1133 • Website: [www.dccourts.gov](http://www.dccourts.gov)

TRAVELERS UNITED

Vs.

C.A. No. 2021 CA 000477 B

MGM RESORTS INTERNATIONAL, INC

**INITIAL ORDER AND ADDENDUM**

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure ("Super. Ct. Civ. R.") 40-1, it is hereby **ORDERED** as follows:

(1) This case is assigned to the judge and calendar designated below. All future filings in this case shall bear the calendar number and the judge's name beneath the case number in the caption.

(2) Within 60 days of the filing of the complaint, plaintiff must file proof of service on each defendant of copies of (a) the summons, (b) the complaint, and (c) this Initial Order and Addendum. The court will dismiss the claims against any defendant for whom such proof of service has not been filed by this deadline, unless the court extended the time for service under Rule 4(m).

(3) Within 21 days of service (unless otherwise provided in Rule 12), each defendant must respond to the complaint by filing an answer or other responsive pleading. The court may enter a default and a default judgment against any defendant who does not meet this deadline, unless the court extended the deadline under Rule 55(a).

(4) At the time stated below, all counsel and unrepresented parties shall participate in a remote hearing to establish a schedule and discuss the possibilities of settlement. Counsel shall discuss with their clients **before** the hearing whether the clients are agreeable to binding or non-binding arbitration. **This order is the only notice that parties and counsel will receive concerning this hearing.**

(5) If the date or time is inconvenient for any party or counsel, the Civil Actions Branch may continue the Conference **once**, with the consent of all parties, to either of the two succeeding Fridays. To reschedule the hearing, a party or lawyer may call the Branch at (202) 879-1133. Any such request must be made at least seven business days before the scheduled date.

No other continuance of the conference will be granted except upon motion for good cause shown.

(6) Parties are responsible for obtaining and complying with all requirements of the General Order for Civil cases, each judge's Supplement to the General Order and the General Mediation Order. Copies of these orders are available in the Courtroom and on the Court's website <http://www.dccourts.gov/>.

Chief Judge Anita M. Josey-Herring

Case Assigned to: Judge JASON PARK

Date: February 18, 2021

Initial Conference: **REMOTE HEARING - DO NOT COME TO COURTHOUSE**  
**SEE REMOTE HEARING INSTRUCTIONS ATTACHED TO INITIAL ORDER**

9:30 am, Friday, May 21, 2021

Location: Courtroom 519

500 Indiana Avenue N.W.

WASHINGTON, DC 20001

## **ADDENDUM TO INITIAL ORDER AFFECTING ALL MEDICAL MALPRACTICE CASES**

D.C. Code § 16-2821, which part of the Medical Malpractice Proceedings Act of 2006, provides, "[a]fter action is filed in the court against a healthcare provider alleging medical malpractice, the court shall require the parties to enter into mediation, without discovery or, if all parties agree[,] with only limited discovery that will not interfere with the completion of mediation within 30 days of the Initial Scheduling and Settlement Conference ('ISSC'), prior to any further litigation in an effort to reach a settlement agreement. The early mediation schedule shall be included in the Scheduling Order following the ISSC. Unless all parties agree, the stay of discovery shall not be more than 30 days after the ISSC."

To ensure compliance with this legislation, on or before the date of the ISSC, the Court will notify all attorneys and *pro se* parties of the date and time of the early mediation session and the name of the assigned mediator. Information about the early mediation date also is available over the internet at <https://www.dccourts.gov/pa/>. To facilitate this process, all counsel and *pro se* parties in every medical malpractice case are required to confer, jointly complete and sign an EARLY MEDIATION FORM, which must be filed no later than ten (10) calendar days prior to the ISSC. D.C. Code § 16-2825 Two separate Early Mediation Forms are available. Both forms may be obtained at [www.dccourts.gov/medmalmediation](http://www.dccourts.gov/medmalmediation). One form is to be used for early mediation with a mediator from the multi-door medical malpractice mediator roster; the second form is to be used for early mediation with a private mediator. Plaintiff's counsel is responsible for eFiling the form and is required to e-mail a courtesy copy to [earlymedmal@dcsc.gov](mailto:earlymedmal@dcsc.gov). Unrepresented plaintiffs who elect not to eFile must either mail the form to the Multi-Door Dispute Resolution Office at, Suite 2900, 410 E Street, N.W., Washington, DC 20001, or deliver it in person if the Office is open for in-person visits.

A roster of medical malpractice mediators available through the Court's Multi-Door Dispute Resolution Division, with biographical information about each mediator, can be found at [www.dccourts.gov/medmalmediation/mediatorprofiles](http://www.dccourts.gov/medmalmediation/mediatorprofiles). All individuals on the roster are judges or lawyers with at least 10 years of significant experience in medical malpractice litigation. D.C. Code § 16-2823(a). If the parties cannot agree on a mediator, the Court will appoint one. D.C. Code § 16-2823(b).

The following people are required by D.C. Code § 16-2824 to attend personally the Early Mediation Conference: (1) all parties; (2) for parties that are not individuals, a representative with settlement authority; (3) in cases involving an insurance company, a representative of the company with settlement authority; and (4) attorneys representing each party with primary responsibility for the case.

No later than ten (10) days after the early mediation session has terminated, Plaintiff must eFile with the Court a report prepared by the mediator, including a private mediator, regarding: (1) attendance; (2) whether a settlement was reached; or, (3) if a settlement was not reached, any agreements to narrow the scope of the dispute, limit discovery, facilitate future settlement, hold another mediation session, or otherwise reduce the cost and time of trial preparation. D.C. Code § 16-2826. Any Plaintiff who is unrepresented may mail the form to the Civil Actions Branch at [address] or deliver it in person if the Branch is open for in-person visits. The forms to be used for early mediation reports are available at [www.dccourts.gov/medmalmediation](http://www.dccourts.gov/medmalmediation).

Chief Judge Anita M. Josey-Herring

## Civil Remote Hearing Instructions for Participants

The following instructions are for participants who are scheduled to have cases heard before a Civil Judge in a **Remote Courtroom**

### Option 1: (AUDIO ONLY/Dial-in by Phone):

Toll 1 (844) 992-4762 or (202) 860-2110, enter the Meeting ID from the attachment followed by #, press again to enter session.

- *Please call in no sooner than 5 minutes before your scheduled hearing time. Once you have joined the session, please place your phone on mute until directed otherwise. If you should happen to get disconnected from the call, please call back in using the phone number and access number provided and the courtroom clerk will mute your call until the appropriate time.*

If you select **Option 2** or **Option 3** use the Audio Alternative

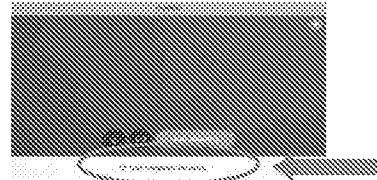
### Option 2: (LAPTOP/ DESKTOP USERS 1):

Open Web Browser in Google Chrome and copy and paste following address from the next page:  
<https://dccourts.webex.com/meet/XXXXXXXX>

### Option 3: (LAPTOP/ DESKTOP USERS 2):

Open Web Browser in Google Chrome and copy and paste following address  
<https://dccourts.webex.com> Select **Join**, enter the Meeting ID from the next page

**AUDIO ALTERNATIVE:** Instead of automatically using **USE COMPUTER FOR AUDIO**, select **CALL-IN** and follow the **CALL-IN** prompt window. Use a cell phone or desk phone. You will be heard clearer if you **do not** place your phone on **SPEAKER**. It is very important that you enter the **ACCESS ID #** so that your audio is matched with your video.



### Option 4: (Ipad/SMART PHONE/TABLET):

- Go to App Store, Download WebEx App (Cisco WebEx Meetings)
- Sign into the App with your Name and Email Address
- Select Join Meeting
- Enter address from the next page: <https://dccourts.webex.com/meet/XXXXXXXX>
- Click join and make sure your microphone is muted and your video is unmuted (if you need to be seen). If you only need to speak and do not need to be seen, use the audio only option.
- When you are ready click "Join Meeting". If the host has not yet started the meeting, you will be placed in the lobby until the meeting begins.

**For Technical Questions or issues Call: (202) 879-1928, Option #2**

Superior Court of the District of Columbia  
Public Access for Remote Court Hearings  
(Effective August 24, 2020)

**The current telephone numbers for all remote hearings are: 202-860-2110 (local) or 844-992-4726 (toll free).** After dialing the number, enter the WebEx Meeting ID as shown below for the courtroom. Please click a WebEx Direct URL link below to join the hearing online.

Audio and video recording; taking pictures of remote hearings; and sharing the live or recorded remote hearing by rebroadcasting, live-streaming or otherwise are not allowed

Division	Courtroom	Types of Hearings Scheduled in Courtroom	Public Access via WebEx	
			WebEx Direct URL	WebEx Meeting ID
Auditor Master	206	Auditor Master Hearings	<a href="https://dccourts.webex.com/meet/ctbaudmaster">https://dccourts.webex.com/meet/ctbaudmaster</a>	129 648 5606
Civil	100	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	<a href="https://dccourts.webex.com/meet/ctb100">https://dccourts.webex.com/meet/ctb100</a>	129 846 4145
	205	Foreclosure Matters	<a href="https://dccourts.webex.com/meet/ctb205">https://dccourts.webex.com/meet/ctb205</a>	129 814 7399
	212	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	<a href="https://dccourts.webex.com/meet/ctb212">https://dccourts.webex.com/meet/ctb212</a>	129 440 9070
	214	Title 47 Tax Liens; and Foreclosure Hearings	<a href="https://dccourts.webex.com/meet/ctb214">https://dccourts.webex.com/meet/ctb214</a>	129 942 2620
	219	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	<a href="https://dccourts.webex.com/meet/ctb219">https://dccourts.webex.com/meet/ctb219</a>	129 315 2924
	221	Civil 1 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	<a href="https://dccourts.webex.com/meet/ctb221">https://dccourts.webex.com/meet/ctb221</a>	129 493 5162
	318	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	<a href="https://dccourts.webex.com/meet/ctb318">https://dccourts.webex.com/meet/ctb318</a>	129 801 7169
	320	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	<a href="https://dccourts.webex.com/meet/ctb320">https://dccourts.webex.com/meet/ctb320</a>	129 226 9879

	400	Judge in Chambers Matters including Temporary Restraining Orders, Preliminary Injunctions and Name Changes	<a href="https://dccourts.webex.com/meet/ctb400">https://dccourts.webex.com/meet/ctb400</a>	129 339 7379
	415	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	<a href="https://dccourts.webex.com/meet/ctb415">https://dccourts.webex.com/meet/ctb415</a>	129 314 3475
	516		<a href="https://dccourts.webex.com/meet/ctb516">https://dccourts.webex.com/meet/ctb516</a>	129 776 4396
	517		<a href="https://dccourts.webex.com/meet/ctb517">https://dccourts.webex.com/meet/ctb517</a>	129 911 6415
	518		<a href="https://dccourts.webex.com/meet/ctb518">https://dccourts.webex.com/meet/ctb518</a>	129 685 3445
	519		<a href="https://dccourts.webex.com/meet/ctb519">https://dccourts.webex.com/meet/ctb519</a>	129 705 0412
	JM-4		<a href="https://dccourts.webex.com/meet/ctbjm4">https://dccourts.webex.com/meet/ctbjm4</a>	129 797 7557
	A-47	Housing Conditions Matters	<a href="https://dccourts.webex.com/meet/ctba47">https://dccourts.webex.com/meet/ctba47</a>	129 906 2065
	B-52	Debt Collection and Landlord and Tenant Trials	<a href="https://dccourts.webex.com/meet/ctbb52">https://dccourts.webex.com/meet/ctbb52</a>	129 793 4102
	B-53	Landlord and Tenant Matters including Lease Violation Hearings and Post Judgment Motions	<a href="https://dccourts.webex.com/meet/ctbb53">https://dccourts.webex.com/meet/ctbb53</a>	129 913 3728
	B-109	Landlord and Tenant Matters	<a href="https://dccourts.webex.com/meet/ctbb109">https://dccourts.webex.com/meet/ctbb109</a>	129 127 9276
	B-119	Small Claims Hearings and Trials	<a href="https://dccourts.webex.com/meet/ctbb119">https://dccourts.webex.com/meet/ctbb119</a>	129 230 4882





SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION Civil Actions Branch  
500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001  
Telephone: (202) 879-1133 • Website: [www.dccourts.gov](http://www.dccourts.gov)

TRAVELERS UNITED

Vs.

C.A. No. 2021 CA 000477 B

MGM RESORTS INTERNATIONAL, INC

**INITIAL ORDER AND ADDENDUM**

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure ("Super. Ct. Civ. R.") 40-1, it is hereby **ORDERED** as follows:

(3) This case is assigned to the judge and calendar designated below. All future filings in this case shall bear the calendar number and the judge's name beneath the case number in the caption.

(4) Within 60 days of the filing of the complaint, plaintiff must file proof of service on each defendant of copies of (a) the summons, (b) the complaint, and (c) this Initial Order and Addendum. The court will dismiss the claims against any defendant for whom such proof of service has not been filed by this deadline, unless the court extended the time for service under Rule 4(m).

(3) Within 21 days of service (unless otherwise provided in Rule 12), each defendant must respond to the complaint by filing an answer or other responsive pleading. The court may enter a default and a default judgment against any defendant who does not meet this deadline, unless the court extended the deadline under Rule 55(a).

(4) At the time stated below, all counsel and unrepresented parties shall participate in a remote hearing to establish a schedule and discuss the possibilities of settlement. Counsel shall discuss with their clients **before** the hearing whether the clients are agreeable to binding or non-binding arbitration. **This order is the only notice that parties and counsel will receive concerning this hearing.**

(5) If the date or time is inconvenient for any party or counsel, the Civil Actions Branch may continue the Conference **once**, with the consent of all parties, to either of the two succeeding Fridays. To reschedule the hearing, a party or lawyer may call the Branch at (202) 879-1133. Any such request must be made at least seven business days before the scheduled date.

No other continuance of the conference will be granted except upon motion for good cause shown.

(6) Parties are responsible for obtaining and complying with all requirements of the General Order for Civil cases, each judge's Supplement to the General Order and the General Mediation Order. Copies of these orders are available in the Courtroom and on the Court's website <http://www.dccourts.gov/>.

Chief Judge Anita M. Josey-Herring

Case Assigned to: Judge JASON PARK

Date: February 18, 2021

Initial Conference: **REMOTE HEARING - DO NOT COME TO COURTHOUSE**  
**SEE REMOTE HEARING INSTRUCTIONS ATTACHED TO INITIAL ORDER**

9:30 am, Friday, May 21, 2021

Location: Courtroom 519

500 Indiana Avenue N.W.

WASHINGTON, DC 20001

## **ADDENDUM TO INITIAL ORDER AFFECTING ALL MEDICAL MALPRACTICE CASES**

D.C. Code § 16-2821, which part of the Medical Malpractice Proceedings Act of 2006, provides, "[a]fter action is filed in the court against a healthcare provider alleging medical malpractice, the court shall require the parties to enter into mediation, without discovery or, if all parties agree[,] with only limited discovery that will not interfere with the completion of mediation within 30 days of the Initial Scheduling and Settlement Conference ('ISSC'), prior to any further litigation in an effort to reach a settlement agreement. The early mediation schedule shall be included in the Scheduling Order following the ISSC. Unless all parties agree, the stay of discovery shall not be more than 30 days after the ISSC."

To ensure compliance with this legislation, on or before the date of the ISSC, the Court will notify all attorneys and *pro se* parties of the date and time of the early mediation session and the name of the assigned mediator. Information about the early mediation date also is available over the internet at <https://www.dccourts.gov/pa/>. To facilitate this process, all counsel and *pro se* parties in every medical malpractice case are required to confer, jointly complete and sign an EARLY MEDIATION FORM, which must be filed no later than ten (10) calendar days prior to the ISSC. D.C. Code § 16-2825 Two separate Early Mediation Forms are available. Both forms may be obtained at [www.dccourts.gov/medmalmediation](http://www.dccourts.gov/medmalmediation). One form is to be used for early mediation with a mediator from the multi-door medical malpractice mediator roster; the second form is to be used for early mediation with a private mediator. Plaintiff's counsel is responsible for eFiling the form and is required to e-mail a courtesy copy to [earlymedmal@dcsc.gov](mailto:earlymedmal@dcsc.gov). Unrepresented plaintiffs who elect not to eFile must either mail the form to the Multi-Door Dispute Resolution Office at, Suite 2900, 410 E Street, N.W., Washington, DC 20001, or deliver it in person if the Office is open for in-person visits.

A roster of medical malpractice mediators available through the Court's Multi-Door Dispute Resolution Division, with biographical information about each mediator, can be found at [www.dccourts.gov/medmalmediation/mediatorprofiles](http://www.dccourts.gov/medmalmediation/mediatorprofiles). All individuals on the roster are judges or lawyers with at least 10 years of significant experience in medical malpractice litigation. D.C. Code § 16-2823(a). If the parties cannot agree on a mediator, the Court will appoint one. D.C. Code § 16-2823(b).

The following people are required by D.C. Code § 16-2824 to attend personally the Early Mediation Conference: (1) all parties; (2) for parties that are not individuals, a representative with settlement authority; (3) in cases involving an insurance company, a representative of the company with settlement authority; and (4) attorneys representing each party with primary responsibility for the case.

No later than ten (10) days after the early mediation session has terminated, Plaintiff must eFile with the Court a report prepared by the mediator, including a private mediator, regarding: (1) attendance; (2) whether a settlement was reached; or, (3) if a settlement was not reached, any agreements to narrow the scope of the dispute, limit discovery, facilitate future settlement, hold another mediation session, or otherwise reduce the cost and time of trial preparation. D.C. Code § 16-2826. Any Plaintiff who is unrepresented may mail the form to the Civil Actions Branch at [address] or deliver it in person if the Branch is open for in-person visits. The forms to be used for early mediation reports are available at [www.dccourts.gov/medmalmediation](http://www.dccourts.gov/medmalmediation).

Chief Judge Anita M. Josey-Herring

## Civil Remote Hearing Instructions for Participants

The following instructions are for participants who are scheduled to have cases heard before a Civil Judge in a **Remote Courtroom**

### Option 1: (AUDIO ONLY/Dial-in by Phone):

Toll 1 (844) 992-4762 or (202) 860-2110, enter the Meeting ID from the attachment followed by #, press again to enter session.

- *Please call in no sooner than 5 minutes before your scheduled hearing time. Once you have joined the session, please place your phone on mute until directed otherwise. If you should happen to get disconnected from the call, please call back in using the phone number and access number provided and the courtroom clerk will mute your call until the appropriate time.*

If you select **Option 2** or **Option 3** use the Audio Alternative

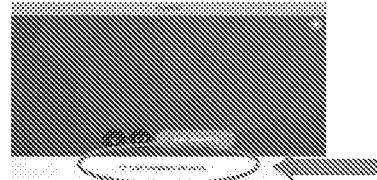
### Option 2: (LAPTOP/ DESKTOP USERS 1):

Open Web Browser in Google Chrome and copy and paste following address from the next page:  
<https://dccourts.webex.com/meet/XXXXXXXX>

### Option 3: (LAPTOP/ DESKTOP USERS 2):

Open Web Browser in Google Chrome and copy and paste following address  
<https://dccourts.webex.com> Select **Join**, enter the Meeting ID from the next page

**AUDIO ALTERNATIVE:** Instead of automatically using **USE COMPUTER FOR AUDIO**, select **CALL-IN** and follow the **CALL-IN** prompt window. Use a cell phone or desk phone. You will be heard clearer if you **do not** place your phone on **SPEAKER**. It is very important that you enter the **ACCESS ID #** so that your audio is matched with your video.



### Option 4: (Ipad/SMART PHONE/TABLET):

- Go to App Store, Download WebEx App (Cisco WebEx Meetings)
- Sign into the App with your Name and Email Address
- Select Join Meeting
- Enter address from the next page: <https://dccourts.webex.com/meet/XXXXXXXX>
- Click join and make sure your microphone is muted and your video is unmuted (if you need to be seen). If you only need to speak and do not need to be seen, use the audio only option.
- When you are ready click "Join Meeting". If the host has not yet started the meeting, you will be placed in the lobby until the meeting begins.

**For Technical Questions or issues Call: (202) 879-1928, Option #2**

Superior Court of the District of Columbia  
Public Access for Remote Court Hearings  
(Effective August 24, 2020)

**The current telephone numbers for all remote hearings are: 202-860-2110 (local) or 844-992-4726 (toll free).** After dialing the number, enter the WebEx Meeting ID as shown below for the courtroom. Please click a WebEx Direct URL link below to join the hearing online.

Audio and video recording; taking pictures of remote hearings; and sharing the live or recorded remote hearing by rebroadcasting, live-streaming or otherwise are not allowed

Division	Courtroom	Types of Hearings Scheduled in Courtroom	Public Access via WebEx	
			WebEx Direct URL	WebEx Meeting ID
Auditor Master	206	Auditor Master Hearings	<a href="https://dccourts.webex.com/meet/ctbaudmaster">https://dccourts.webex.com/meet/ctbaudmaster</a>	129 648 5606
Civil	100	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	<a href="https://dccourts.webex.com/meet/ctb100">https://dccourts.webex.com/meet/ctb100</a>	129 846 4145
	205	Foreclosure Matters	<a href="https://dccourts.webex.com/meet/ctb205">https://dccourts.webex.com/meet/ctb205</a>	129 814 7399
	212	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	<a href="https://dccourts.webex.com/meet/ctb212">https://dccourts.webex.com/meet/ctb212</a>	129 440 9070
	214	Title 47 Tax Liens; and Foreclosure Hearings	<a href="https://dccourts.webex.com/meet/ctb214">https://dccourts.webex.com/meet/ctb214</a>	129 942 2620
	219	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	<a href="https://dccourts.webex.com/meet/ctb219">https://dccourts.webex.com/meet/ctb219</a>	129 315 2924
	221	Civil 1 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	<a href="https://dccourts.webex.com/meet/ctb221">https://dccourts.webex.com/meet/ctb221</a>	129 493 5162
	318	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	<a href="https://dccourts.webex.com/meet/ctb318">https://dccourts.webex.com/meet/ctb318</a>	129 801 7169
	320	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	<a href="https://dccourts.webex.com/meet/ctb320">https://dccourts.webex.com/meet/ctb320</a>	129 226 9879

	400	Judge in Chambers Matters including Temporary Restraining Orders, Preliminary Injunctions and Name Changes	<a href="https://dccourts.webex.com/meet/ctb400">https://dccourts.webex.com/meet/ctb400</a>	129 339 7379
	415	Civil 2 Scheduling Conferences; Status, Motion and Evidentiary Hearings including Bench Trials	<a href="https://dccourts.webex.com/meet/ctb415">https://dccourts.webex.com/meet/ctb415</a>	129 314 3475
	516		<a href="https://dccourts.webex.com/meet/ctb516">https://dccourts.webex.com/meet/ctb516</a>	129 776 4396
	517		<a href="https://dccourts.webex.com/meet/ctb517">https://dccourts.webex.com/meet/ctb517</a>	129 911 6415
	518		<a href="https://dccourts.webex.com/meet/ctb518">https://dccourts.webex.com/meet/ctb518</a>	129 685 3445
	519		<a href="https://dccourts.webex.com/meet/ctb519">https://dccourts.webex.com/meet/ctb519</a>	129 705 0412
	JM-4		<a href="https://dccourts.webex.com/meet/ctbjm4">https://dccourts.webex.com/meet/ctbjm4</a>	129 797 7557
	A-47	Housing Conditions Matters	<a href="https://dccourts.webex.com/meet/ctba47">https://dccourts.webex.com/meet/ctba47</a>	129 906 2065
	B-52	Debt Collection and Landlord and Tenant Trials	<a href="https://dccourts.webex.com/meet/ctbb52">https://dccourts.webex.com/meet/ctbb52</a>	129 793 4102
	B-53	Landlord and Tenant Matters including Lease Violation Hearings and Post Judgment Motions	<a href="https://dccourts.webex.com/meet/ctbb53">https://dccourts.webex.com/meet/ctbb53</a>	129 913 3728
	B-109	Landlord and Tenant Matters	<a href="https://dccourts.webex.com/meet/ctbb109">https://dccourts.webex.com/meet/ctbb109</a>	129 127 9276
	B-119	Small Claims Hearings and Trials	<a href="https://dccourts.webex.com/meet/ctbb119">https://dccourts.webex.com/meet/ctbb119</a>	129 230 4882