

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION**

**JOHN DOE #1; JANE DOE #1; JANE DOE #2;
JANE DOE MINOR #1, JOHN DOE MINOR #2,
AND JOHN DOE MINOR #3, BY AND
THROUGH THEIR FATHER AND NEXT FRIEND JOHN DOE #1;
JOHN DOE MINOR #4, BY AND THROUGH HIS MOTHER AND
NEXT FRIEND JANE DOE #2;
JOHN DOE MINOR #5, BY AND THROUGH HIS UNCLE AND
NEXT FRIEND JOHN DOE #1**

PLAINTIFFS

VS.

CIVIL ACTION NO. 3:22-cv-468-KHJ-MTP

**MARRIOTT INTERNATIONAL, INC.;
BROOKFIELD HOSPITALITY PROPERTIES, LLC;
ISLAND HOTEL COMPANY LIMITED;
ATLANTIS RESORT SPE LIMITED;
VELMON WILLIAMS, INDIVIDUALLY;
JOHN DOES 1-5; AND JOHN DOE ENTITIES 1-5**

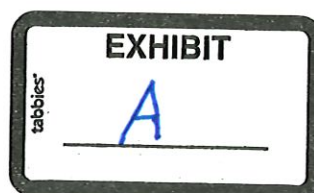
DEFENDANTS

AFFIDAVIT OF JOHN DOE #1

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

PERSONALLY APPEARED BEFORE ME, the undersigned John Doe #1, after being duly sworn, and does competently swear or affirm that the following facts are true and correct and does hereby swear or affirm that he has personal knowledge of the following:

1. My name is John Doe #1. I am an adult resident of Hinds County, Mississippi.
2. I am a Plaintiff in the above styled lawsuit. I am also the husband of Plaintiff Jane Doe #1 and the father of Jane Doe Minor #1, John Doe Minor #2, and John Doe Minor #3. I am also the uncle of Plaintiff John Doe Minor #5.
3. I have been licensed to practice law in the State of Mississippi since 1994 and Florida since 1995. As an attorney I have practiced personal injury law since 1994. I specialize in premises liability cases and have handled hundreds of cases against hotels, resorts, and commercial properties. The majority of these cases included issues with waiver agreements, releases, venue selection clauses, choice of law provisions, and mandatory arbitration clauses. My knowledge, skill, training, experience, and education allow me to provide expert opinions in the area of hotel releases and waivers of rights. I am also a fact witness in this case. I submit the below facts and opinions on this case.



Defendants Already Established Jurisdiction in the U.S.

4. Defendants Marriott, Brookfield, Island Hotel, and Atlantis Resort previously agreed to jurisdiction in the United States and waived jurisdiction in the Bahamas. Marriott, Brookfield, Island Hotel, and Atlantis Resort are bound by a preexisting agreement with Plaintiffs that requires the Defendants to be bound by United States jurisdiction. This United States jurisdictional agreement supersedes any claims by Marriott, Brookfield, Island Hotel, and Atlantis Resort for Bahamian jurisdiction related to the 2021 incident.

5. I am a Member of the Marriott Bonvoy Loyalty Program. I have been a member for more than five years. In 2021 Defendants Marriott, Brookfield, Island Hotel, and Atlantis Resort maintained an agreement with me and anyone using my Marriott Bonvoy Loyalty Program requiring any disputes to be held in the jurisdiction of the United States. Because the parties have already agreed to be bound by the laws of the United States, the Bahamas jurisdiction is excluded.

6. The Atlantis is a ‘participating property’ under the Bonvoy Loyalty Program. Marriott advertises under its “Vacations by Marriott” the “unforgettable experiences” of The Atlantis Resort in The Bahamas. See attached Exhibit “A-1.” Under the agreement with Defendants Marriott, Brookfield, Island Hotel, and Atlantis Resort Marriott, the Atlantis Resort is a property owned, managed, franchised, or licensed by Marriott International. Under the agreement Marriott International advertised The Atlantis Resort as one of its “Autograph Collection” specialty properties. Marriott International through its Bonvoy Loyalty Program solicited members, like myself, to stay at Atlantis. Marriott International provided help with reservations and gave me rewards for using the Atlantis property.

7. During my visit to Atlantis in 2021, Marriott and Atlantis were operating pursuant to a contractual agreement with myself and the other Plaintiffs under the Bonvoy Loyalty Program. This program and the terms of its agreement state, “The exclusive jurisdiction for any claim or action out or for relating to the Loyalty Program or Program Rules may be filed only in the state or federal courts located in the State of Maryland, United States.” The rules of the loyalty program set by Marriott require the choice of law to be fixed against Marriott and Atlantis in the United States. See attached Exhibit “A-2”, p. 88.

8. Because Defendants Marriott, Brookfield, Island Hotel, and Atlantis Resort agreed that exclusive jurisdiction for any claims or actions would be in the United States prior to the 2021 incident the Atlantis guest registration card jurisdiction terms from the July 2021 event are not enforceable. Plaintiffs and Defendants did not void the Bonvoy Loyalty Program agreement prior to 2021.

9. Plaintiffs did not agree to allow Marriott or Atlantis to use the 2021 guest registration card terms to replace or supersede the Bonvoy Loyalty Program agreement jurisdiction terms. Plaintiffs and Defendants never modified the terms of the Bonvoy Loyalty Program regarding jurisdiction and venue for any claims or actions. Defendants never provided any consideration to me that would allow them to supersede the terms of the Bonvoy Loyalty Program agreement.

10. Plaintiffs' June 2021 Atlantis incident was subject to the Marriott Bonvoy Loyalty Program Choice of Law and Venue agreement because this agreement preceded the forum selection clause relied upon by the Defendants. Plaintiffs do not agree to the Bahamas venue and request this Court apply United States law. The Plaintiffs are amenable to this matter being transferred to Maryland Federal Court.

11. Because Marriott International contracted with Defendants Brookfield, Island Hotel, and Atlantis Resort to include Atlantis as one of its participating properties and directly solicited business for The Atlantis from Plaintiffs, Marriott International holds some responsibility for the control, operation, management, maintenance, upkeep, or safety of The Atlantis. Marriott advertised Atlantis as a participating property in the Bonvoy Loyalty Program and advertised the Atlantis experience would be better than many other properties Marriott was offering for rental. Marriott also claimed in its Loyalty Program terms The Atlantis was "owned, managed, franchised or licensed by Marriott International." See attached Exhibit "A-2" pgs. 3-4.

12. In March 2021 Verlon Williams, booked the trip to the Atlantis Resort in The Bahamas which is the subject of this case. I directed Verlon William, the travel agent, prior to the Atlantis trip that I would not sign or agree to anything that would bind me to Bahamas jurisdiction or release any liability rights.

13. When booking my stay at The Atlantis my booking agent had to book through Atlantis' booking company in Florida called Atlantis Paradise Vacations. She also was required to book through Marriott Bonvoy Loyalty Program. Giselle Pyfrom states in her Declaration that Defendant Brookfield Hospitality does business under the fictitious name Atlantis Paradise Vacations, and that Atlantis Paradise Vacations acts as the travel and booking agent for Atlantis vacations. [Doc. 46-1, ¶ 5]. Atlantis Paradise Vacations maintains a phone number that connects you to an office in Plantation, Florida. The number is 954-809-2100. If you dial this number after business hours you reach a recorded message stating "We invite you to visit our website at www.atlantisbahamas.com, where you'll find general resort information, special offers, rate, availability, and booking information."

14. As a personal injury attorney who handles premises liability cases I have reviewed many types of contracts and releases offered by hotels and vacation resorts. I have studied and edited thousands of contracts and releases for plaintiffs in my practice of law. I am qualified by knowledge, skill, training, experience, and education to understand the proper procedures for contracts and releases. I make it a point to ask the specific resort what is required and what is declinable as I do not sign unfair releases **or contracts that are unconscionable or contracts of adhesion**. Many properties, like Atlantis, accept both verbal declines and written declines from customers.

Atlantis Procedure for Verbal Decline

15. I have stayed at Atlantis on numerous occasions over my lifetime. Most recently I stayed at Atlantis in 2019, and 2021. I have repeatedly spoken to managers and agents at Atlantis during my stays over the last 5 years and they have consistently told me their procedure for their

guest registration card. The guest registration card is nothing more than a catch-all general release attempting to absolve Atlantis of any liability and fixing venue in the Bahamas. Atlantis' policy is to provide a multilevel email with multiple parts, exclusions, directions, solicitations to a customer before their trip. Buried in this email is the claim that customers may alter any of the Atlantis document restrictions. The only condition that cannot be altered is the agreed upon price of the stay. This statement is buried in the email under several subparts and difficult to find. Only a lawyer would locate it. It is not designed to be found by the average traveler. Atlantis intentionally does not want this clause to be seen.

16. From my interaction and discussion with Atlantis employees during my stays I was told that all a customer is required to do is verbally inform the agents or employees at check-in that the customer declines the terms of the guest registration card and they would record it. The guest registration card is really a release of all claims in disguise. From my interactions with Atlantis employees, Atlantis set this procedure of allowing verbal declining in place and it was being followed by Atlantis during my visits in 2019, 2021.

17. I and the other Plaintiffs arrived at The Atlantis on June 13, 2021. When I went to the front desk to check in, the front desk employee informed me that the hotel had not booked our rooms correctly and that instead of both sets of connecting rooms being on the same floor, the rooms were on separate floors. I asked the front desk employee if they could correct my reservation as it had been booked but I was informed the only available connecting rooms were on separate floors.

18. The front desk employee presented me with four (4) guest registration cards to sign for each room. A purported copy of the cards is attached as Composite Exhibit "A" to the Declaration of Giselle Pyfrom [Doc. 46-1, pgs. 7-11].

19. As a personal injury attorney, I have a practice of not agreeing to forum selection clauses, release waivers, or arbitration agreements. When I stay at The Atlantis I instruct the front desk staff that I do not agree to any forum selection clauses or liability releases contained in the check-in documents. I inform the employees that I decline the release. The Atlantis employees always accept my declination. I have never been told by any employee that Atlantis would not accept my rejection of the forum selection clause or liability release. I have never been told by Atlantis employees to take a pen and mark up the guest registration card. They are supposed to record the decline on the computer. They are more concerned with getting you into the rooms and collecting the payment.

20. As I remember when I checked into The Atlantis on June 13, 2021, I informed the Atlantis employees that I was declining the release as usual. The employees accepted my declining everything in the release but the room costs. The employees did not instruct me to alter or mark out any terms on the paper or tell me that I was required to mark up or alter the guest registration card. I relied on Atlantis' procedures.

21. There is no place on the guest registration card that tells me that I can decline the document and no place where I can sign to decline the terms on the document. If you have rented a car in the past you would see on the rental agreement signature lines where you can sign or

initial to “decline” various conditions. Atlantis’ guest registration card intentionally does not contain a place to sign to verify the “decline”. The process of declining is all handled orally.

22. I also informed the Atlantis employees I had a handwritten document I use to show I am declining to agree to their release that they can accept but as usual they did not need it or ask to keep it in the file. The front desk employees accepted my verbal instructions to decline the contents of the document and my written document modifying the guest registration cards in order to exclude the forum selection clauses and general release. Logically, as a personal injury attorney I would not want to waive my rights to sue and I would not want to be bound in a foreign country’s jurisdiction.

23. The documents Atlantis gave me (the guest registration card or general release) intentionally do not contain any language instructing me or Plaintiffs that we have a right to decline or alter the document’s contents. Nowhere on the page does it announce that Plaintiffs have a right to alter the document. The Atlantis employees at check in did not inform me or the other Plaintiffs we had a right to alter the documents, decline the conditions, or change the agreement. They just presented the document and stated you need to sign to get into the rooms. Atlantis’ intentionally not informing me and the Plaintiffs of our rights is fraudulent, a material misrepresentation of the terms of the agreement, and a fraudulent inducement.

24. Defendants did not instruct me that they would require a written alteration on the document at the time of check-in. They now claim a written marking on the paper is required to show my declination of the terms. Defendants are attempting to change the terms of the agreement after the fact and are attempting to place terms on our agreement that did not exist at the time of my signing the guest registration card.

25. The guest registration form contains no place where I can acknowledge that I am declining the terms or a section where I can initial or sign that I am declining so the only way to decline is verbally. The Atlantis employees did not inform or instruct me that I was required or obligated to mark up, edit, or alter the guest registration card.

26. Atlantis specifically does not inform guests at check in that they have the right to decline or alter the terms on the guest registration card. The employees did not tell me I had the right to decline the document or alter it. I learned this little secret by questioning Atlantis employees on previous visits. The desk clerk does not tell you to mark up the document or edit out anything. The desk clerk only accepts your verbal decline and then tells you to sign the document anyway.

27. The whole check-in process is a scam designed to get a signature on the release without adequately informing customers of the actual Atlantis procedure that allows customers to decline the release terms. When I checked in on June 2021 Atlantis employees did not follow their procedure regarding their obligation to inform me or the others in my party that we had a right to decline. They provided me no opportunity to alter the document. They did not provide a line on the document for me to verify the decline of the release. Their actions were deceptive and fraudulent.

28. I was not told at check-in that I had to physically alter the paper by marking out my objections. I was allowed to submit a verbal declination. I was fraudulently induced to sign the guest registration card by Atlantis. Had I been informed at check-in by Atlantis that Atlantis was not accepting my verbal declinations, as they have always allowed, and had I been informed by Atlantis that I was required to physically mark up the document, I would have marked up the document with the word "decline." Their action was a fraudulent inducement or fraudulent misrepresentation to trick me and the Plaintiffs to enter into an unconscionable agreement.

29. The Declaration of Giselle Pyfrom [Doc. 46-1] includes booking and check-in documents related to a trip I made to the Atlantis Resort in July 2019. I followed the same procedure when I checked in in July 2019. I verbally told the Atlantis employee I was declining the guest registration cards for each room. I followed my usual practice and told the front desk employee that I did not agree to the forum selection clause or release of liability contained in each of the guest registration cards. I also showed the Atlantis employee a handwritten document stating that I was declining the conditions on the guest registration cards. The front desk employee accepted my verbal instructions. Since there is no place to physically indicate on the document your decline of the terms you have no way to physically alter the document to record your decline. As usual the clerk did not inform me I could alter the document or decline. The desk clerk does not tell you to mark up the document or edit out anything. The desk clerk only accepts your verbal decline and then asks you to sign the document anyways so you can get key cards to your rooms.

30. I reviewed Defendants' Motion to Dismiss and its attached documents. Although the Defendants have produced the purported guest registration cards from the subject 2021 trip, as well as two (2) purported guest registration cards from the 2019 trip, none of the guest registration cards reflect my instructions to the front desk employee that I did not agree to the forum selection clauses or the general liability release contained in the guest registration cards. It is my procedure to verbally decline and not accept the forum selection clause or the general liability release. Since the Defendants never told me to physically alter the documents and allow verbal declination the documents produced by the Defendants only tell part of the story. The procedure used by Atlantis is fraudulent and does not show how Defendants agree to and allow verbal declination.

31. The Declaration of Giselle Pyfrom [Doc. 46-1] included with Defendants' Motion to Dismiss includes an Exhibit "D." Ms. Pyfrom states in her Declaration that "Upon investigation of our records from the guests' check-in process, there is no indication that any commentary on, or strike-outs, to the form [from the June 2021 trip] were made," and that Exhibit "D" is "the log that would have included references to any modifications had such been attempted." This log does not contain documentation of my verbal declination or note that would void the guest registration cards. From my interaction with the check-in staff it appears they intentionally did not enter any declines or alterations in their system so that they could claim there was no declination.

No Other Plaintiff Signatures

32. Atlantis did not secure a signature on the registration cards from Jane Doe 1 or Jane Doe 2 or any of their children or the parents of my nephew John Doe Minor #5. It was the duty of the Atlantis employee to acquire the signatures of the other adults. Because Jane Doe 1 and Jane Doe 2 did not sign the registration cards and John Doe Minor #5's parents did not sign the registration card, Jane Doe 1 and her children, Jane Doe 2 and Jane Doe 1's child, and John Doe Minor #5 are not subject to or bound by any guest registration card terms. Since Jane Doe 1, Jane Doe 2, and the parents of John Doe Minor #5 did not sign the documents or bind themselves to the alleged terms of the guest registration card the forum selection clause and liability limits terms are not enforceable against these Plaintiffs. Jane Doe 1 and Jane Doe 2 did not sign the guest registration forms so they are not bound by any terms in the agreement.

No Authority to Sign for Others

33. When I signed the guest registration cards, I did not hold authority to sign the cards for any other adults or children listed as Plaintiffs in this lawsuit. I did not sign the cards for any other adults in my party. Jane Doe 1 and Jane Doe 2 did not give me the authority to sign for them or their kids [children]. The parents of my nephew, John Doe Minor #5, did not give me the authority to sign for their child. The signatures on the guest registration cards only applied to me. No other Plaintiffs signed the cards.

Loser Pays Issues

34. I currently represent myself and all of the other Plaintiffs under a contingency fee arrangement which is customary in the United States. The terms of a contingency fee arrangement require the Plaintiffs to pay attorney fees and costs only if I prevail. If I do not prevail the Plaintiffs owe me nothing. The Bahamas has a "loser-pays" law. My clients cannot afford to hire attorneys in the Bahamas or pay the Defendants' attorney costs if they are not successful. Forcing Plaintiffs to participate in litigation in the Bahamas is prejudicial and will end the case due to lack of funds to pay for attorneys. The Bahamas does not recognize a contingency fee case in its laws.

35. The Declaration of Camille Cleare [Doc. 46-5] attached as Exhibit "5" to Defendants' Motion to Dismiss states the Bahamas has no contingency fee arrangements and lawyers are hired by fee rates:

Bahamian law, like most other jurisdictions worldwide, does not recognize contingency fee agreements as a lawful fee structure for the legal representation of a client. However, there are attorneys licensed to practice law in The Bahamas who are capable of representing Plaintiff. Attorney fees can typically range \$250.00 to \$400.00 per hour for junior Counsel, from \$450.00 to \$650.00 per hour for a Senior Counsel and from \$700.00 to \$900.00 for Kings Counsel.

36. Ms. Cleare admits the Bahamas is a "Loser-Pays" venue where the losing party is required to pay the attorney fees. "Under Bahamian law, the successful party to a lawsuit

recovers all reasonable costs spent for the hiring of an attorney to represent them.” The Bahamian law is a “loser pays” law that deters and prevents litigation for those without money. In Mississippi the law allows for contingency fee cases. Mississippi law is the opposite of loser-pays.

37. The Plaintiffs cannot afford to litigate in a “Loser-Pays” country. Plaintiffs would be deprived of their day in court because of the grave inconvenience and unfairness of having to be in a “loser-pays” venue. Here are just some of the reasons why Plaintiffs will suffer if sent to the Bahamas:

- (a) I am representing myself and all other Plaintiffs on a contingency fee basis. None of the Plaintiffs will have to pay attorney fees and expenses unless I am able to obtain a settlement or judgment with the Defendants. If I am unsuccessful in collecting from Defendants the Plaintiffs owe me nothing for attorney fees or expenses. Under Bahamian law Plaintiffs will have to pay upfront Plaintiff attorney fees, retainers, and then pay again to Defendants attorneys if Plaintiffs lose. This subjects Plaintiffs to paying two separate attorney fees and costs. Subjecting Plaintiffs to being responsible for paying for their own counsel and then again for a “loser-pays” scenario is financially unfair, punitive, and prejudicial as opposed to the claims remaining in Mississippi where there is no “loser pays” law and a contingency fee basis is applied.
- (b) In the Bahamas Plaintiffs will have to each secure a separate attorney. The Bahamian attorneys will raise conflict claims that will force the Plaintiffs to each get their own counsel in the Bahamas. So instead of one attorney for Plaintiffs there will be a minimum of four attorneys. This will quadruple the cost to Plaintiffs.
- (c) Plaintiffs cannot afford the Bahamian attorney rates. I have attempted to locate independent counsel who is reasonably priced and willing to take on Atlantis. There are no top tier attorneys in the Bahamas with a reasonable rate who are willing to sue Atlantis. The Bahamian attorneys want a large retainer for each client and want to charge \$700.00 an hour. This is more than Plaintiffs can afford. My billable hour rate in Mississippi with 28 years of experience is less than \$400.00. The lower end Bahamian attorneys are not qualified, lack the experience in this type of case and are not sufficiently seasoned to handle Atlantis’ Bahamian counsel.
- (d) All Bahamian counsel want to be paid up front with retainers and be paid monthly. This is not financially possible for the various Plaintiffs. Forcing Plaintiffs to litigate in Bahamas would effectively end the litigation due to Plaintiffs inability to afford and pay for attorneys. Also, no attorneys in the Bahamas want to fight Atlantis as it apparently is the number one employer of everyone in the Bahamian island chain. Every attorney has worked with Atlantis, has a relative or friend who works for Atlantis or its subsidiaries, goes to the property for its amenities, or receives some secondary benefit through Atlantis. The entire legal community is practically conflicted out of litigating against Atlantis.

- (e) Because of the number of Plaintiffs, we would be required to hire multiple Bahamian attorneys due to potential conflicts of interest. I would have to hire an attorney, my wife (Jane Doe #1) would have to hire an attorney, my three children (Jane Doe Minor #1, John Doe Minor #2, and John Doe Minor #3) would have to hire an attorney, our family friend (Jane Doe #2) would have to hire an attorney, Jane Doe #2's son (John Doe Minor #4) would have to hire an attorney, and my nephew (John Doe Minor #5) would have to hire an attorney. That is a minimum of six (6) Bahamian attorneys that the Plaintiffs would be required to hire at an hourly rate if I am not able to represent all of the Plaintiffs.
- (f) Requiring the Plaintiffs to hire a minimum of six (6) separate Bahamian attorneys would be prejudicial, unreasonable, and impracticable because it would require the Plaintiffs to hire at least six separate attorneys who would all have to agree to work together and agree on litigation strategy. Due to the small size of The Bahamas and The Atlantis Resort's outsized influence in the Bahamas, it is not possible that Plaintiffs would be able to find a minimum of six separate Bahamian attorneys who could all work together and would not have conflicts of interest with each other or with the Defendants, including Marriott International, Inc., Brookfield Hospitality Properties, LLC, Island Hotel Company Limited, and Atlantis Resort SPE Limited. This is confirmed by Ms. Pyfrom who states in her Declaration: "Tourism is the single largest industry in The Bahamas and the Atlantis is The Bahamas' largest hotel and single largest private employer." [Doc. 46-1, ¶ 11]. I attempted to try and locate attorneys in the Bahamas and could not find any that did not have a conflict because of their interactions with Atlantis and their fear of going against Atlantis.
- (g) There is also a potential conflict issue involving the dismissed defendant Verlon Williams, who I have used for years to book my travel to the Atlantis Resort. Plaintiffs intend on appealing the district court's dismissal of Williams as a defendant. If the Fifth Circuit Court of Appeals determines that Williams was improperly dismissed as a defendant and should be reinstated as a defendant, then there will be conflict issues between the Plaintiffs, Williams, and the other Defendants, as counsel for the other Defendants will not also represent Williams and she will be forced to hire her own defense counsel.
- (h) Requiring the Plaintiffs to hire multiple Bahamian attorneys would also be unreasonable and impracticable due to the fact that every Plaintiff cannot afford to hire separate counsel. Specifically, there is an issue of conflict regarding whether I could pay the attorney fees for my wife, my three children, and my nephew.
- (i) Requiring the Plaintiffs to hire multiple Bahamian attorneys would also be unreasonable and impracticable because the parents of my nephew, John Doe Minor #5, have informed me they cannot afford to pay the hourly rate of a Bahamian attorney to represent them. They cannot afford the travel costs to litigate in the Bahamas. My representation allows for me to pay for the rather large costs and expense of litigation. They have also told me they would not be able to afford to pay the Defendants' attorney fees if their lawsuit is unsuccessful.

- (j) Requiring the Plaintiffs to hire multiple Bahamian attorneys would also be unreasonable and impracticable because Plaintiff Jane Doe #2 has informed me she cannot afford to pay the hourly rate of a Bahamian attorney to represent herself and her son. She has also told me she would not be able to afford to pay the Defendants' attorney fees if their lawsuit is unsuccessful.
- (k) Requiring Plaintiffs to travel to the Bahamas to litigate is cost prohibitive since the Plaintiffs, two Defendants and majority of witnesses are in the United States.

No Jury Trials

38. The Plaintiffs' constitutional rights to a trial by jury will be denied if they are forced to litigate their claims in The Bahamas. The Bahamas' legal system does not provide a right to trial by jury for civil cases. The Plaintiffs would be assigned a magistrate judge. Because there is no jury trial for civil cases Plaintiffs' right to a trial by jury under both the United States Constitution and the State of Mississippi Constitution Article 3 Section 31 would be denied.

Atlantis' Direct Solicitation in the U.S.

39. Atlantis and its companies, Brookfield, Island Hotel, and Atlantis Resort have accepted jurisdiction in Mississippi and in the United States. Atlantis direct target advertises and solicits Mississippi residents by sending weekly and monthly advertisements, solicitation emails, and solicitation mailings. Atlantis openly solicits in all the U.S. states for business. Atlantis direct markets to Mississippi residents. Atlantis directly solicited me for over five years if not longer. Atlantis constantly direct emails me and requests that I come to their property and spend money. Some of the direct solicitations are attached. See attached Exhibit "A-3." The reason I went to Atlantis in 2021 was because of its direct targeting email that it sent me. Atlantis is aware it has established minimum contacts in Mississippi for jurisdictional purposes. Based on Atlantis' marketing, advertising, and direct solicitation of myself and other Mississippi residents Atlantis has agreed to be bound by the jurisdiction of the United States and Mississippi.

40. Each of the e-mails that are attached as Exhibit "A-3" are just a sampling of the voluminous amount of direct target advertisements sent to me by Atlantis before the subject June 2021 trip. The bottom of the last page of each e-mail lists the address "1000 South Pine Island Road, Plantation, FL USA 33324." This is consistent with the testimony of Brookfield Hospitality's Executive Director of Finance, John Lazzari, who submitted a Declaration in support of Defendants' Motion to Dismiss. [Doc. 46-2]. Lazzari states in his Declaration that Brookfield Hospitality "maintains an office in Broward County, Florida, and does business under the fictitious name, Atlantis Paradise Vacations ('APV') and that Atlantis Paradise Vacations "acts as the travel and booking agent for Atlantis vacations." These e-mails serve as additional evidence that (1) the Defendants directly solicited Mississippi residents, and (2) the Defendants maintained a presence in the United States.

Marriott's Direct Solicitation in the U.S.

41. Marriott has accepted jurisdiction in Mississippi because it directly advertises and targets Mississippi residents by sending weekly and monthly advertisements, solicitation emails, and solicitation mailings. Marriott openly solicits in all the U.S. states for business. Marriott direct markets to Mississippi residents. I have been directly solicited by Marriott as a Marriott Bonvoy Loyalty Member for over ten years if not longer. Marriott and Bonvoy constantly and directly email me in an attempt to solicit my business by going to their premier properties. Marriott direct emails me to go to Atlantis as one of its premier properties. The Marriott Bonvoy and Marriott Loyalty Program agreement I entered into was entered into in the State of Mississippi. The reason I went to Atlantis in 2021 was because of Marriott's direct targeting email that promised me reward points and a good experience. Marriott is aware they have established minimum contacts in Mississippi for jurisdictional purposes. Based on Marriott's marketing, advertising, and direct solicitation of myself and other Mississippi residents, Marriott has agreed to be bound by the jurisdiction of the United States and Mississippi.

Majority of Witnesses in the U.S.

42. Defendants' claim that the assailant is in the Bahamas is not relevant to the issues of jurisdiction and venue. During my career as a personal injury attorney I have litigated hundreds of cases similar to this one that involved a third-party assailant attacking business invitees. Frequently the identity of the assailant is unknown. The identity of the assailant and their testimony is irrelevant to litigating the case because the cause of action is against the property owner for negligence. Also, this case is about a defective door and lock. The assailant's actions after the fact are not relevant.

43. I did not receive any medical treatment in The Bahamas for the injuries I sustained. All my medical treatment has been in the United States. None of the other Plaintiffs received treatment in The Bahamas for their injuries.

44. There are more witnesses and Defendants in the United States than the Bahamas. There are limited actual fact witnesses in the Bahamas. In an attempt to inflate the appearance of venue in the Bahamas the Defendants submitted Declarations claiming a list of witnesses in the Bahamas. The persons listed are persons who are not relevant witnesses and have no knowledge of the events before the incident occurred. The witnesses appeared after the fact and have no knowledge of the condition of the defective hotel door or lock, the assault itself, or the injuries and damages sustained by the Plaintiffs.

45. There are more witnesses and parties in the United States. Persons with actual knowledge of the event and the actions before the event that are located in the United States are all Plaintiffs, Plaintiffs John Doe #1's treating doctors, witness Verlon Williams, located in Mississippi, Defendant Marriott International, Inc., located in Maryland, Defendant Brookfield Hospitality Properties, LLC, a Delaware corporation with its principal office located in New York, Defendant Brookfield Hospitality Properties, LLC., a Delaware corporation located in Delaware.

46. Defendant Brookfield operates a business and maintains an office in Broward County Florida under the fictitious name "Atlantis Paradise Vacations" in Florida. This company receives and books Plaintiffs' reservations. This company is acting as an agent for Atlantis in the United States. Atlantis Paradise Vacations has a phone number that connects you to an office in Plantation, Florida. The number is 954-809-2100.

47. The companies that handle all of Atlantis's email solicitation are in the United States.

48. Defendant Marriott's witnesses for all its defenses and claims are located in the United States. Witness Jack Tamburello, Marriott's lawyers' paralegal who has provided sworn testimony for Marriott is located in New York, U.S.A.

49. Defendant Brookfield Hospitality's Executive Director of Finance, John Lazzari, submitted a Declaration in support of Defendants' Motion to Dismiss. Lazzari provides testimony regarding the nature of Atlantis Paradise Vacations, its connection to the Atlantis Resort and Brookfield Hospitality, and the "Terms and Conditions" contained on the Atlantis Resort's website. Lazzari testifies in his Declaration that he is a resident of Broward County, Florida. [Doc. 46-2].

50. I have chosen to appear as John Doe due to my concerns related to threats made to me after the event before I could leave the island.

John Doe #1
JOHN DOE #1


SWORN TO AND SUBSCRIBED before me, this the 15th day of December, 2022.

Crystal Reed
NOTARY PUBLIC

My Commission Expires:

Oct. 7, 2024



Exclusive Caribbean and Latin America Offer: 10,000 Bonus Points! 



Vacations by **Marriott.**



ROOM+FLIGHT ROOM+FLIGHT+CAR ROOM+CAR

From City/Airport

To City/Airport

Departing

Returning

FIND A VACATION



Atlantis Paradise Island Bahamas

TRAVEL BY INTEREST

UNFORGETTABLE EXPERIENCES



Surrounded by azure oceans and miles of private white-sand beaches, Atlantis Paradise Island in The Bahamas invites you to experience a world of unforgettable water and marine adventures,

exciting activities, world-class dining, and so much more.

Book flights + hotel now and **save up to 25%** off your stay in paradise. And remember, **Vacations by Marriott is the only place you can book a complete vacation with airfare and earn Marriott Bonvoy™ points!**

WHERE TO STAY



The Royal at Atlantis

NASSAU, BAHAMAS

Discover picturesque views and upscale amenities when you stay at the Royal at Atlantis. The iconic hotel located in the center of Paradise Island boasts newly renovated rooms and suites that ...[VIEW MORE](#)

[BOOK NOW](#)

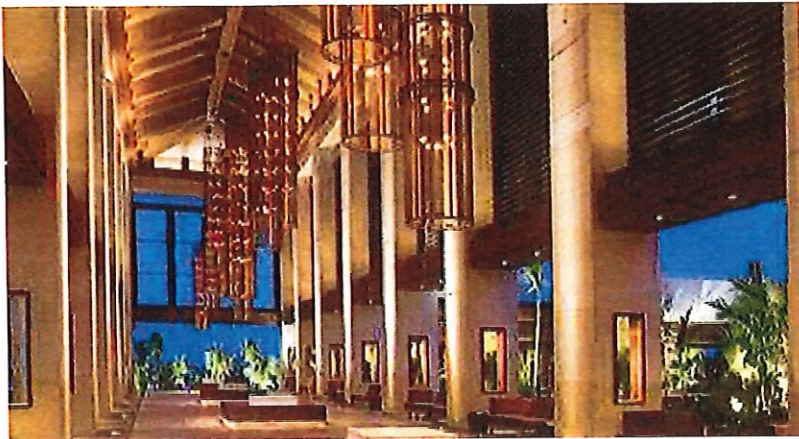


The Coral at Atlantis

NASSAU, BAHAMAS

Designed with families in mind, The Coral is the perfect Bahamian vacation destination for guests of all ages. Enjoy the spectacular Coral Pool with a swim-up bar and private cabanas, and a ...VIEW MORE

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The Cove at Atlantis

NASSAU, BAHAMAS

Featuring stunning ocean view suites, this luxurious resort offers an exclusive adults-only pool with poolside gaming, daybeds, and private cabanas as well as a collection of unparalleled dining ...VIEW MORE

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Vacations by Marriott

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1. [Join the Loyalty Program](#)
2. [Earn Points](#)
3. [Redeem Points](#)
4. [Elite Membership](#)
5. [Marriott Bonvoy™ Events](#)
6. [Co-Brand Credit Cards](#)
7. [The Marriott Vacation Clubs And Vistana Residence Network](#)
8. [Homes & Villas By Marriott International](#)
9. [Additional Terms of Participation in the Loyalty Program](#)

Loyalty Program Terms & Conditions

Updated November 2022



Effective in February 2019, the loyalty program for Marriott International, Inc. is Marriott Bonvoy™ (hereinafter, the “**Loyalty Program**”). Prior to this, the Loyalty Program operated as a unified program under three names: Marriott Rewards® Program, The Ritz-Carlton Rewards Program, and the Starwood Preferred Guest® Program (the “**SPG Program**”) (each a “**Legacy Program**”). These Legacy Programs were operated by Marriott International, Inc. and its subsidiaries, including Marriott Rewards, LLC and Preferred Guest, Inc. (collectively, the “**Company**”).

The Loyalty Program operates under the terms and conditions as set out below unless otherwise expressly stated (the “**Program Rules**”). The Program Rules hereby incorporate the additional Managed Associate Rules that shall apply to employees of the Company and to associates working at Company owned, leased, licensed and managed locations. The Managed Associate Rules do not apply to employees of Company franchisees, licensees and owners of Company managed properties.

The Program Rules govern the Company’s relationship with members of the Loyalty Program (collectively, “**Loyalty Program Members**,” and individually, a “**Loyalty Program Member**,” “**Member**,” or “**you**”), including how Members manage their accounts, book reservations, achieve



business relationship with the Loyalty Program such as airline frequent flyer programs (“**Partner Programs**”).

The Program Rules incorporate the additional terms that apply to certain experiences or properties which participate in the Marriott Bonvoy loyalty program in a limited or unique capacity – including All-Inclusive by Marriott Bonvoy and The Ritz-Carlton Yacht Collection. Specific Loyalty Program benefits, amenities, offers, awards and services may not be available at or as part of such experiences or properties, even though the applicable experience or property is not explicitly identified as being excluded where the benefit, amenity, offer, award or service is described in these Program Rules. Please refer to the [Supplemental Terms](#) page to view the separate terms governing the participation in the Loyalty Program by the applicable experience or property for information on what features of the Loyalty Program are available.

By opening a Loyalty Program membership account (“**Account**” or “**Membership Account**”), or by using either your membership card or the Membership Account number you were assigned (“**Membership Number**”) to receive and redeem benefits of the Loyalty Program, including, without limitation, Loyalty Program Points, you agree that:

- you have read and accept these Program Rules; and you have read and accept the [Website Terms of Use](#) which are incorporated by reference herein; and
- you consent to the collection, use, and disclosure of your personal data by the Company, the Loyalty Program, Participating Properties and Partner Programs, and their authorized third-party agents and licensees in accordance with the [Company’s Privacy Statement](#).

All Loyalty Program benefits, amenities, offers, awards and services are subject to availability and may be changed by the Company at any time without notice. The Company may terminate the Loyalty Program, in whole or in part, with six (6) months' advance notice to all active Loyalty Members and with less than six months' notice in any jurisdiction if required to do so by applicable law. At the Company's sole discretion, the Company may choose to substitute a similar loyalty program for the Loyalty Program at any time immediately upon notice to active Loyalty Members. If the Loyalty Program is terminated, all unredeemed Points will be forfeited without any obligation or liability, and no Award claims will be honored after the conclusion of the notice period.

These Program Rules supersede all previous terms and conditions applicable to the Legacy Programs or Loyalty Program. Except as otherwise expressly prohibited or limited by applicable laws, Company may at any time amend, modify or supplement these Program Rules, the structure for earning and redeeming Awards (as defined below), with or without notice, even though such



connection with the Loyalty Program, including without limitation Award Redemptions (as defined in Section 3.1). Loyalty Members are responsible for remaining knowledgeable of the Program Rules and any Program Rule Changes. Your continued participation in the Loyalty Program will constitute your acceptance of any such Program Rule Changes.

1. JOIN THE LOYALTY PROGRAM

1.1 Eligibility

Membership in the Loyalty Program is free and available to any individual who: (a) possesses the legal authority to agree to the Program Rules; (b) resides in a jurisdiction which legally permits participation in the Loyalty Program; (c) is not a resident of Crimea, Cuba, Donetsk People's Republic, Iran, Luhansk People's Republic, North Korea, and Syria; (d) provides valid and accurate personal information when enrolling in the Loyalty Program; (e) is not already a member of the Loyalty Program (i.e., does not already have a Membership Account); and (f) has not previously been terminated from the Loyalty Program or any of the three Legacy Programs by the Company.

1.1.a. Members are responsible for reading and understanding the Loyalty Program Rules, Account statements, and other communications from the Company about the Loyalty Program in order to understand his/her rights, responsibilities, and status in the Loyalty Program. If a Member has any questions about the Loyalty Program or these Program Rules, the Member should contact [Member Support](#).

1.1.b. Members are responsible for reading the Company's [Privacy Statement](#) in order to understand how the Company collects, uses, and discloses a Member's data. If a Member has any questions about the Company's Privacy Statement or its collection, use, or disclosure of a Member's data, the Member should contact [Member Support](#).

1.2 Participating Properties and Brands

1.2.a. **"Participating Properties"** are hotels, resorts, and other transient stay properties operated under the brands below that are owned, managed, franchised or licensed by



as whole or fractional ownership, as serviced apartments, or condominiums, are by nature, not transient stay properties and therefore, do not participate in the Loyalty Program unless otherwise outlined below. The Participating Properties and Participating Brands include:

i. The Ritz-Carlton® - all locations *except for*:

A. Ritz-Carlton Reserve® properties participate in the Loyalty Program as follows:

- (1) Earn Points or Miles as described in Section 2
- (2) Redeem Points as described in Section 3
- (3) Members receive benefits as defined in Sections 1 and 4 except for the following: Member Rates, Gift Shop Discount, Complimentary Enhanced Room Upgrades, Late Checkout, Guaranteed Lounge Access, Guaranteed Room Type, 48-Hour Guaranteed Availability, and Suite Night Awards.
- (4) Marriott Bonvoy Events as described in Section 5

B. The Ritz-Carlton Residences®, Waikiki Beach participates in the Loyalty Program as follows:

- (1) Earn Points or Miles as described in Section 2
- (2) Redeem Points as described in Section 3
- (3) Members receive benefits as defined in Section 4 except for the following: Complimentary Enhanced Room Upgrades, Late Checkout, Suite Night Awards, and Your24™.

C. The Ritz-Carlton Club® properties - earning partner for Elite Night Credit (as defined by 2.1.a.) only for Members staying at The Ritz-Carlton Club locations under their ownership benefit. They do not participate in Points or Miles earning, Points redemption, on-property Member benefits (as outlined in Sections 1 and 4), or Marriott Bonvoy Events.

D. The Ritz-Carlton Yacht Collection - earning and redemption partner with unique participation in the Loyalty Program as expressly identified in their separate terms of service ("RCYC Terms"). Members who book and complete reservations through RCYC are subject to the Program Rules, these RCYC Terms, as well as the legal information found on The Ritz-Carlton Yacht Collection.

E. The following properties do not participate in the Loyalty Program:



- The Ritz-Carlton Residences, except as noted above
- The following partner properties:
 - Hotel Ritz-London - London, UK
 - Bulgari Hotels and Resorts - all locations

ii. St. Regis® - all locations except for:

A. The St. Regis Residences do not participate in the Loyalty Program

B. The St. Regis Residence Club® properties - earning partner for Elite Night Credit (as defined by 2.1.a.) only. They do not participate in Points or Miles earning, Points redemption, on-property Member benefits (as outlined in Sections 1 and 4), or Marriott Bonvoy Events.

iii. EDITION® - all locations except for:

A. EDITION Residences do not participate in the Loyalty Program

iv. The Luxury Collection® - all locations except for:

A. The Luxury Collection properties that are part of All-Inclusive by Marriott Bonvoy (see 1.2.a.xxxiii) participate in the Loyalty Program in a unique capacity as expressly identified in their separate terms of service ("All-Inclusive by Marriott Terms").

B. The Luxury Collection Residences do not participate in the Loyalty Program

C. The Phoenician Residences, a Luxury Collection Residence Club, Scottsdale has limited on-property benefits as outlined in Section 4, Section 5, and Section 7.

v. W® - all locations except for:

A. W Residences do not participate in the Loyalty Program

vi. JW Marriott® - all locations



A. The Marriott Ranch Bed and Breakfast

B. Marriott Residences do not participate in the Loyalty Program

viii. Sheraton® - all locations except for:

A. Sheraton Residences do not participate in the Loyalty Program

B. Sheraton Vacation Club - all locations, with limited on-property benefits as outlined in Section 4, and Section 7

ix. Marriott Vacation Club® and Marriott Grand Residence Club® - all locations except for:

A. Grand Residences by Marriott – Mayfair-London, UK

B. Marriott Vacation Club® at The Empire Place®, Bangkok, Thailand

Marriott Vacation Club and Marriott Grand Residence Club properties which participate have limited on-property benefits as outlined in Section 4 and Section 7.

x. Delta Hotels by Marriott™ - all locations except for:

A. Delta Hotels by Marriott™ that are part of All-Inclusive by Marriott Bonvoy (see 1.2.a.xxxiii) participate in the Loyalty Program in a unique capacity as expressly identified in their separate terms of service (“All-Inclusive by Marriott Terms”).

xi. Le Méridien® - all locations except for:

A. Le Méridien Residences do not participate in the Loyalty Program

xii. Westin® - all locations except for:

A. Westin properties that are part of All-Inclusive by Marriott Bonvoy (see 1.2.a.xxxiii) participate in the Loyalty Program in a unique capacity as expressly identified in their separate terms of service (“All-Inclusive by Marriott Terms”).



C. Westin® Vacation Club - all locations, with limited on-property benefits as outlined in Section 4, and Section 7.

xiii. Autograph Collection® Hotels - all locations except for:

A. Autograph Collection Hotels that are part of All-Inclusive by Marriott Bonvoy (see 1.2.a.xxxiii) participate in the Loyalty Program in a unique capacity as expressly identified in their separate terms of service ("All-Inclusive by Marriott Terms").

B. The Cosmopolitan of Las Vegas participates in the Loyalty Program as follows:

(1) The only charges that qualify for Points are the following: Room rate, room service food and beverage, in-room movies, phone calls and in-room minibar purchases. Points cannot be earned on any other purchases at hotel outlets or for hotel services.

(2) Points may be redeemed for all Qualifying Stays (defined in Section 2.1.d.) at The Cosmopolitan of Las Vegas.

(3) Limited benefits are provided as described in Section 1.3, Section 3.4, and Section 4, except for the breakfast option associated with the Elite Welcome Gift benefit which is not available.

(4) Members who hold dual membership in both the Marriott Bonvoy Loyalty Program and The Cosmopolitan of Las Vegas Identity Program can choose to receive the benefits of, and apply their room charges and in-room consumable earnings to, either program, but cannot concurrently receive the benefits of nor apply earnings to both. Marriott Bonvoy and the Identity Program are two separate loyalty programs; therefore accounts may not be linked or merged. Members may elect to earn Marriott Bonvoy Points and receive Marriott Bonvoy program benefits by providing their Membership Number at the time of reservation.

C. Autograph Collection Residences do not participate in the Loyalty Program, except as noted above



- A. Earn Points or Miles as described in Section 2
- B. Redeem for Award Redemption Stays only as described in Section 3
- C. Provide limited benefits as described in Section 1.3 and Section 4

xv. Renaissance® Hotels - all locations

xvi. Tribute Portfolio® - all locations

xvii. Gaylord Hotels® - all locations

xviii. Courtyard® - all locations

xix. Four Points® - all locations

xx. SpringHill Suites® - all locations

xxi. Protea Hotels® - all locations

There are additional terms and conditions for Prokard Explorer members who are also Loyalty Program Members as outlined in Section 1.3.

xxii. Fairfield® by Marriott - all locations

xxiii. AC Hotels® - all locations

xxiv. Aloft® Hotels - all locations

xxv. Moxy® Hotels - all locations

xxvi. Residence Inn® - all locations

xxvii. TownePlace Suites® - all locations

xxviii. Element® - all locations



A. Rotary House Hotel, Houston, TX

xxx. Non-branded properties - the following non-branded properties participate:

A. Certain transient stay properties operate in agreement with the Company and are not under a Participating Brand but are bookable through Marriott Channels (noted in 1.2.b) or Marriott Websites (noted in 1.2.c). Unless otherwise indicated through the Marriott Channels and Marriott Websites, these non-branded properties participate in Marriott Bonvoy based on the Participating Brand or All-Inclusive Resort they will convert to at a later date.

B. Vistana Beach Club - participates in the Loyalty Program as outlined under Section 7.1.c as a VSE Resort property (as defined in Section 7.1.a). For purposes of these Program Rules, owners of timeshare interests in Vistana Beach Club will be subject to the same rules and limitations as owners of timeshare interests in Sheraton Vacation Club.

C. Atlantis, Paradise Island, Bahamas participates in the Loyalty Program as follows:

(1) Points or Miles may be earned for reservations booked through www.marriott.com or by calling +1 (888) 236-2427, or booked through Atlantis Paradise Vacations, by calling +1 (800) ATLANTIS or +1 (800) 285-2684. Points can be redeemed through www.Marriott.com, or by calling Marriott Reservations or Atlantis Paradise Vacations. Points or Miles will not be earned and Points cannot be redeemed for reservations booked through AtlantisBahamas.com.

(2) Points or Miles may be earned and Points may be redeemed for stays at The Coral at Atlantis; The Royal at Atlantis; and The Cove at Atlantis.

(3) Redemption stays at The Coral at Atlantis; The Royal at Atlantis; and The Cove at Atlantis will include a single or double standard room, including the cost of the hotel room, room tax. Extra-person charges for the third, fourth, or more guests in the room is an additional fee and not included in the award redemption as form of payment. This fee as well as all other property charges, including resort fees and service charges are the responsibility of the Loyalty Program Member and are not included in the stay.



The Beach at Atlantis, and Harborside at Atlantis do not participate in the Loyalty Program.

(5) Limited benefits are provided as described in Section 1.3, Section 3.7, Section 4, except for the breakfast option associated with the Elite Welcome Gift benefit which is not available.

xxxi. Marriott Executive Apartments® - Base Points and Miles earning partner only (no Points redemption or on-property Elite benefits including Elite bonus Points)

xxxii. Homes & Villas by Marriott International – short-term home rentals provided through <https://homesandvillasbymarriott.com> have limited participation in the Loyalty Program as outlined in the [HVMI Terms of Service](#). Members who book through the HVMI website are subject in all respects to the Program Rules and the HVMI Terms of Service.

xxxiii. All-Inclusive by Marriott Bonvoy – Unless otherwise indicated, resort properties identified on <https://all-inclusive.marriott.com> participate in the Loyalty Program (“All-Inclusive Resorts”) in a unique capacity as expressly stated in their [separate terms of service](#) (“All-Inclusive by Marriott Terms”). Members who book and stay at an All-Inclusive Resort are subject in all respects to the Program Rules and the All-Inclusive by Marriott Terms.

xxxiv. City Express® - All properties do not participate in the Loyalty Program.

1.2.b. “**Marriott Channels**” are collectively the Marriott Websites, the Mobile Apps, Participating Properties, and the Customer Engagement Centers (which include Member Support).

1.2.c. “**Marriott Website**” is a website operated by or on behalf of the Company or a Loyalty Program Participating Property and currently includes these websites: Marriott.com, RitzCarlton.com, stregis.com, editionhotels.com, theluxurycollection.com, bulgarihotels.com, whotels.com, jwmarriott.com, marriotthotels.com, sheraton.com, deltahotels.com, lemeridien.com, westin.com, autographhotels.com, design-hotels.marriott.com, renhotels.com, tributeportfolio.com, gaylordhotels.com, courtyard.com, fourpoints.com, springhillsuites.com, proteahotels.com, fairfield.marriott.com, ahotels.marriott.com, alofthotels.com, moxyhotels.com, marriottexecutiveapartments.com,



1.2.d. A “**Mobile App**” is a downloadable application operated by or on behalf of the Company in connection with the Loyalty Program including, without limitation, the iPhone and Android versions thereof.

1.3 Benefits of Membership

1.3.a. *Member Support.* Loyalty Program Members will have access to Member service telephone numbers for reservations, customer service and award redemption requests on the [Member Support Website](#).

1.3.b. *Member Rates.*

i. *Member Rates.* Loyalty Program Members will receive an exclusive, preferred rate (“**Member Rate**”) when they book rooms through a Marriott Channel. Member Rates are available at Participating Properties and Brands except at Atlantis, Paradise Island, Bahamas, The Cosmopolitan of Las Vegas, Design Hotels, Homes & Villas by Marriott International, and Ritz-Carlton Reserve. Advance reservations are required

A. Member Rate offers a discount of at least two percent (2%) on weekdays and up to five percent (5%) on weekends. The Ritz-Carlton, St. Regis, and EDITION offer 2% all days of the week.

B. Member Rate is applied to the Participating Property's lowest applicable available public rates for non-Premium Rooms (as defined in Section 3.3.e).

C. Member Rate must be booked by the Member staying at the Participating Property when making a reservation.

D. Member Rates do not apply to groups of ten (10) or more guest rooms.

E. Member Rate may not be combined with other select promotions, offers or discounts, and is not valid for existing reservations or groups.

F. Member Rate does not apply to qualified transient rates such as government rates, negotiated rates, AAA rates, and the Senior Discount rate.



PROGRAM RULES, OR THE COMPANY'S OPERATION OF THE LOYALTY PROGRAM.

9.14 Choice of Law and Venue

Any disputes arising out of or related to the Loyalty Program or these Program Rules will be handled individually without any class action, and will be governed by, construed and enforced in accordance with the laws of the State of Maryland, United States, without regard to its conflicts of law rules. The exclusive jurisdiction for any claim or action arising out of or relating to the Loyalty Program or the Program Rules may be filed only in the state or federal courts located in the State of Maryland, United States.

9.15 Subject to Law

Membership in the Loyalty Program and the earning and redeeming of Points are subject to all applicable local laws and regulations. Membership in the Loyalty Program, Member benefits, and Awards are offered in good faith; however, they may not be available if prohibited or restricted by applicable law or regulation in the United States or Member's jurisdiction of residence. If any part of these Loyalty Program Rules is held to be unlawful or unenforceable, that part will be deemed deleted from these Program Rules in such jurisdiction and the remaining provisions will remain in force, subject to Sections 1.7.c. and 1.7.d.

9.16 Entire Agreement

The Loyalty Program Rules, together with any other terms and conditions, rules, or regulations incorporated herein or referred to herein constitute the entire agreement between the Company and Members relating to the subject matter hereof, and supersede any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on the Loyalty Program website.



LUXURY

1. JOIN THE LOYALTY PROGRAM

1.1 Eligibility

Membership in the Loyalty Program is free and available to any individual who: (a) possesses the legal authority to agree to the Program Rules; (b) resides in a jurisdiction which legally permits participation in the Loyalty Program; (c) is not a resident of Crimea, Cuba, Donetsk People's Republic, Iran, Luhansk People's Republic, North Korea, and Syria; (d) provides valid and accurate personal information when enrolling in the Loyalty Program; (e) is not already a member of the Loyalty Program (i.e., does not already have a Membership Account); and (f) has not previously been terminated from the Loyalty Program or any of the three Legacy Programs by the Company.

1.1.a. Members are responsible for reading and understanding the Loyalty Program Rules, Account statements, and other communications from the Company about the Loyalty Program in order to understand his/her rights, responsibilities, and status in the Loyalty Program. If a Member has any questions about the Loyalty Program or these Program Rules, the Member should contact **Member Support**.

1.1.b. Members are responsible for reading the Company's **Privacy Statement** in order to understand how the Company collects, uses, and discloses a Member's data. If a Member has any questions about the Company's Privacy Statement or its collection, use, or disclosure of a Member's data, the Member should contact **Member Support**.

1.2 Participating Properties and Brands

1.2.a. "**Participating Properties**" are hotels, resorts, and other transient stay properties **operated under the brands below that are owned, managed, franchised or licensed by Marriott International ("Participating Brands")** and are bookable through Marriott Channels unless otherwise stated (see 1.2.b.). Residences properties ("Residences"), whether offered as whole or fractional ownership, as serviced apartments, or condominiums, are by nature, not transient stay properties and therefore, do not participate in the Loyalty Program unless otherwise outlined below. The Participating Properties and Participating Brands include:

- i. The Ritz-Carlton® - all locations *except for*:

A. Ritz-Carlton Reserve® properties participate in the Loyalty Program as follows:

- (1) Earn Points or Miles as described in Section 2
- (2) Redeem Points as described in Section 3
- (3) Members receive benefits as defined in Sections 1 and 4 except for the following: Member Rates, Gift Shop Discount, Complimentary Enhanced Room Upgrades, Late Checkout, Guaranteed Lounge Access, Guaranteed Room Type, 48-Hour Guaranteed Availability, and Suite Night Awards.
- (4) Marriott Bonvoy Events as described in Section 5

From: info@email.atlantisbahamas.com,

To: ashleyogden@aol.com,

Subject: REFRESH YOUR WORLD | Receive Your 4th Night Free in Paradise

Date: Thu, Feb 25, 2021 9:38 am

Attachments:



A-9.1

ATLANTIS

PARADISE ISLAND BAHAMAS

— *Refresh Your World* —

WITH THE ISLAND
VIBES & SAVINGS



A-3.2

THERE'S STILL TIME

No matter the season, Atlantis is the place to refresh and renew your spirits with island vibes and plenty of room to play or just relax.

Plan your next tropical beach getaway and Refresh Your World!

offer details

ENJOY YOUR 4TH NIGHT FREE!



Enjoy your 4th night free when you book a stay at The Coral, The Royal, The Reef or The Cove. Be sure to book today to get the best savings and availability!

Enjoy flexible cancellation & payment options.

Book by March 1, 2021

Stay by March 31, 2022

BOOK NOW

KNOW BEFORE YOU GO

For individuals returning to the United States, Atlantis will provide a total of two (2) free Rapid Antigen Tests per room for registered guests of The Royal, The Cove, The Reef and The Coral hotels. [Visit our Travel & Safety FAQ's and information page for full details.](#)

View [Travel Guidelines](#) from The Bahamas Ministry of Tourism & Aviation for important information you should know before your trip.



SPECIALS



STAY



DINE



EXPERIENCE >

FAMILY >

CASINO >

CELEBRATE >

ATLANTIS

PARADISE ISLAND BAHAMAS

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Terms & Conditions:

- This offer is valid for new reservation only booked by 3/1/2021 and for travel 2/24/2021 -3/31/2022.
- 4th night free is given as a 25% discount off the Best Available Rates with a minimum 4-night stay.
- Offer valid at The Coral, The Royal, The Reef and The Cove.
- Offer subject to nightly room taxes, gratuities and resort fee as stated in the General [Terms & Conditions](#).
- Offer subject to availability and blackout dates.
- Offer subject to nightly room taxes, resort fee and housekeeping gratuities: 23.20% Room Tax (includes VAT, levies and other taxes and surcharges), daily Resort Fee (\$52.95 plus a \$6.35 VAT charge, totaling \$59.30 at The Coral and The Royal, and \$59.95 plus a \$7.19 VAT charge, totaling \$67.14 at The Cove and The Reef), and daily housekeeping gratuities (up to \$10 per person, per night, 12 and older, at The Coral and The Royal, and up to \$18 per person, per night, 12 and older, at The Cove and The Reef)
- Offer is not combined with other offers and is not valid for group bookings.
- A deposit is not required at the time of booking; however, full payment will be required within 30 days prior to arrival. Failure to pay will result in the booking being canceled.
- Flexible cancellation up to 72 Hours prior to arrival. Excludes travel between 3/25/2021 -4/9/2021, 11/23/2021 -11/26/20/21 and 12/17/2021 -1/1/2022 when free cancellation up to 15 days prior to arrival applies.
- These terms and conditions are subject to change at the discretion of the resort.

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1000 South Pine Island Road, Plantation, FL USA 33324

A-3.5

Visit the new Atlantis Blue Project Foundation website!

From: info@email.atlantisbahamas.com,

To: ashleyogden@aol.com,

Subject: Visit the new Atlantis Blue Project Foundation website!

Date: Mon, Sep 28, 2020 3:00 pm

Attachments:



**BLUE PROJECT
ATLANTIS**

ATLANTIS BLUE
PROJECT
FOUNDATION
WEBSITE

Check out our new website to learn more about our efforts to maintain the beauty and health of the vast marine life and extraordinary habitats throughout The Bahamas and surrounding Caribbean seas.

Be sure to sign up for our Atlantis Blue Project Foundation newsletter to continue to stay current with our latest efforts!

INTRO TO THE BLUE PROJECT

———— Mission & How It Works ————

The Atlantis Blue Project Foundation, a nonprofit, 501(c)3 organization, was founded in 2007 with the mission of saving ocean species and their extraordinary habitats throughout The Bahamas and surrounding Caribbean seas. To accomplish this, the Atlantis Blue Project Foundation funds grants for scientific research, conservation programs and community outreach efforts. A portion of every Dolphin Cay and marine experience activity purchased at Atlantis goes to the Atlantis Blue Project Foundation to fund those grants!

EXAMPLES OF PROJECTS FUNDED:



- ✓ Andros West Side National Park Preserve
- ✓ Coral reef research and rehabilitation in The Bahamas
- ✓ Tour de Turtles

LEARN MORE

HOPE THE MANTA



We are overjoyed to welcome Hope the manta ray to the Ruins Lagoon. Hope is 8 feet, 6 inches wide from wingtip to wingtip and 3 feet, 9 inches long from mouth to the base of her tail. We are excited to continue our on-going and historic research on mantas now that she is a part of our family!

Atlantis is one of only two aquariums in the Western Hemisphere to care for and study giant mantas. Guests can swim up-close and personal with Hope in our Snorkel the Ruins program. This unforgettable experience, like all our marine adventures, supports funding for the Atlantis Blue Project Foundation.

LEARN MORE ABOUT RAYS

ATLANTIS RESORT EXPANDS STAGHORN CORAL NURSERY



Dolphin Cay staff from Atlantis joined the Perry Institute for Marine Science in April 2019 to outplant coral fragments onto the reef at Green Cay near Paradise Island. They returned in December to see how the coral was doing - read on to learn what they found!

READ MORE

WHO WE ARE



MARINE LIFE



STORIES & EVENTS



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1000 South Pine Island Road, Plantation, FL USA 33324

We're back! Pack your suit - a swim suit, that is.

From: info@email.atlantisbahamas.com,

To: ashleyogden@aol.com,

Subject: We're back! Pack your suit - a swim suit, that is.

Date: Fri, Jun 12, 2020 7:03 pm

Attachments:

A-3.13

We're back! Pack your suit - a swim suit, that is.

ATLANTIS

PARADISE ISLAND BAHAMAS



START PLANNING
YOUR RETURN TO
PARADISE.

We're back! Pack your suit - a swim suit, that is.

WE CAN'T WAIT TO SEE YOU HERE

This is without a doubt the most joyous message we have ever had the pleasure of sending. It is with sheer jubilation that we announce the re-opening of Atlantis Paradise Island on July 7, 2020!

We cannot wait to welcome you back to Paradise.



A comprehensive approach to protect every guest, every team member, and our community. It is our commitment to you to put your health and safety first.

[LEARN MORE](#)

We're back! Pack your suit - a swim suit, that is.

Book with confidence

FLEXIBLE CANCELLATION POLICY

We have implemented a relaxed cancellation policy that allows you to cancel your reservation if needed, up to 72 hours before arrival without penalty.

LEARN MORE

STAY 3 NIGHTS, GET THE 4TH NIGHT FREE.



A-3.14

4/7

We're back! Pack your suit - a swim suit, that is.

Treat yourself to more time to explore all the wonders that Atlantis has to offer. Book a stay of at least three nights and get another night on us.

Book by July 7, 2020 | Travel through November 20, 2020

SEE SPECIALS

WHAT'S OPEN



So. Many. Choices! We've gathered a list of the wide variety of amenities and activities that will be open during your stay.

SEE WHAT'S OPEN

A-3.17

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SPECIALS >

STAY >

DINE >

EXPERIENCE >

FAMILY >

CASINO >

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ATLANTIS

PARADISE ISLAND BAHAMAS

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A-3.18
617

We're back! Pack your suit - a swim suit, that is.

Price listed are starting rates per night on our Refundable Rates, based on double occupancy for the Royal Terrace Room. Prices for other room categories may be higher based on tower and travel dates. Additional charges apply for more than two persons per room. This offer is valid for new bookings only made from 06/05/2020 - 07/07/2020 and for travel 07/07/2020 through 11/20/2020. Blackout dates may be applied and are subject to availability. A 23.20% charge on room rate apply (includes VAT, levies and other taxes and surcharges). In addition, guests of the Atlantis will be required to pay a resort fee of \$52.95 plus a \$6.35 VAT charge, totaling \$59.30 per room per night at the Royal Atlantis. These rates are subject to availability of qualified room types and may be changed or canceled without notice. Offer not combinable with any other offer except the Atlantis Resort Credit up to \$300 offer at The Royal. Offer is for new bookings only. Not applicable to groups. These terms and conditions are subject to change from time to time at the discretion of the resort.

Complimentary 4th Night Offer must be booked from 06/03/2020 - 07/07/2020 and for travel 07/01/2020 through 11/20/2020. The Offer will be given as a 25% discount off our Refundable Rates only, on each of the four nights, based on double occupancy, regardless of the price per night. This Offer applies to new bookings only. Blackout dates may be applied and are subject to availability. A minimum of 4 consecutive nights is required to receive the offer. This offer does not apply to The Harborside Resort. The Complimentary 4th Night Offer is not combinable with other offers. This offer does not apply to groups.

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1000 South Pine Island Road, Plantation, FL USA 33324

We Are Open And Excited To Welcome You Back!

From: info@email.atlantisbahamas.com,

To: ashleyogden@aol.com,

Subject: We Are Open And Excited To Welcome You Back!

Date: Thu, Dec 10, 2020 2:39 pm

Attachments:

A-3.20

We Are Open And Excited To Welcome You Back!

ATLANTIS

PARADISE ISLAND BAHAMAS

THE SUNSHINE
HAS RETURNED.

AND SO
HAVE WE.



NOW OPEN

A-3.21

We Are Open And Excited To Welcome You Back!

WE ARE BACK!

We are elated to announce that we are OFFICIALLY OPEN!

While you were away, we renovated our Royal East Tower guest rooms, and we curated new resort offerings with your safety and well-being in mind. We have been dreaming of

this day and

cannot wait to welcome you home.

Sunny days are ahead.

See you soon!

[BOOK NOW](#)

travel with confidence

A SEAMLESS VACATION FROM START TO FINISH

To make your return to Paradise as smooth as possible Atlantis has implemented a wide range of travel, health and safety enhancements to put your mind at ease.

[LEARN MORE](#)

KNOW BEFORE YOU GO

View [Travel Guidelines](#) from The Bahamas Ministry of Tourism & Aviation for important information you should know before your trip.



SPECIALS >

STAY >

DINE >

EXPERIENCE >

FAMILY >

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