

**2021CI05023**

CAUSE NO. \_\_\_\_\_

<p><b>STATE OF TEXAS,</b> <i>Plaintiff,</i></p> <p>v.</p> <p><b>EVERYOUNG HOSPITALITY LLC</b> <b>D/B/A LA QUINTA SAN ANTONIO</b> <b>BROOKS CITY BASE</b> <i>Defendants.</i></p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p><b>IN THE DISTRICT COURT OF</b></p> <p><b>BEXAR COUNTY, TEXAS</b></p> <p><u>408th</u> <b>JUDICIAL DISTRICT</b></p>
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**PLAINTIFF’S ORIGINAL PETITION AND APPLICATION**  
**FOR PERMANENT INJUNCTION**

TO THE HONORABLE DISTRICT JUDGE:

COMES NOW, Plaintiff, the State of Texas, acting by and through its Attorney General, KEN PAXTON and complains of Defendant EVERYOUNG HOSPITALITY LLC, d/b/a/ LA QUINTA SAN ANTONIO BROOKS CITY BASE (“La Quinta BCB”). Plaintiff alleges that, following the Texas Governor’s declaration on February 12, 2021, of a statewide disaster from the severe winter storm forecast, Defendant engaged in unlawful price gouging by demanding and/or charging an exorbitant or excessive price for lodging to individuals seeking shelter from the storm and its aftermath, in violation of the Texas Deceptive Trade Practices – Consumer Protection Act (“DTPA”) Texas Business and Commerce Code, sections 17.41-17.63.

While more than four million Texans, including 300,000 Bexar County residents, suffered without power and heat during the coldest days in Bexar County in over half a century, La Quinta BCB took advantage of this severe winter disaster by leasing its hotel rooms at exorbitant or excessive prices (some at approximately three times its normal rates). In fact, a father of three brought his family, including their 101-year-old grandmother, to the hotel and paid \$74.00 for a room the first night. When he questioned the sharp increase to \$199.00 a night,

the La Quinta BCB threatened to check them out, telling them that there were others who would gladly pay that amount.

### **DISCOVERY**

1. Discovery in this case should be conducted under Level 2 pursuant to Texas Rule of Civil Procedure 190.3.
2. This case is not subject to the restrictions of expedited discovery under Texas Rule of Civil Procedure 169 because the relief sought by the State includes non-monetary injunctive relief.
3. In addition to the claim for non-monetary injunctive relief, the State seeks monetary relief of \$250,000.00 or less, including civil penalties, attorney's fees and costs.

### **DEFENDANT**

4. Defendant EVERYOUNG HOSPITALITY LLC is a Texas corporation doing business in Texas as "La Quinta San Antonio Brooks City Base." It may be served with process by serving its **Registered Agent: Xiang Yang, 3180 Goliad Road, San Antonio, Texas 78223.** SERVICE OF PROCESS IS HEREBY REQUESTED.

### **JURISDICTION AND VENUE**

5. This enforcement action is brought by the Attorney General of Texas, Ken Paxton, through his Consumer Protection Division in the name of the State of Texas and in the public interest, pursuant to the authority granted to him by Section 17.47 of the DTPA on the grounds that Defendant has engaged in false, misleading and deceptive acts and practices in the course of trade and commerce, as defined in, and declared unlawful in, section 17.46 . The DTPA grants authority to the Attorney General to seek injunctive relief, civil penalties and redress for consumers for violations of its provisions. Tex. Bus. & Com Code Ann. § 17.47. In addition,

the State may seek reasonable attorney's fees and court costs for prosecuting this action, as authorized by Texas Government Code § 402.006(c).

6. This Court has jurisdiction over this action pursuant to section 17.47(b) of the DTPA and venue lies in Bexar County, Texas because the violations alleged occurred in Bexar County, Texas. *See* Tex. Civ. Prac. & Rem. Code § 15.002. In addition, Defendant is doing business in Bexar County, Texas. *See* Tex. Bus. & Com. Code § 17.47(b).

#### **PUBLIC INTEREST**

7. Plaintiff, the STATE OF TEXAS, has reason to believe that Defendant is engaging in, has engaged in, or is about to engage in, the unlawful acts or practices set forth below; that Defendant has caused injury, loss and damage to the State of Texas, and has caused adverse effects to the lawful conduct of trade and commerce, thereby directly or indirectly affecting the people of this State. Therefore, the Consumer Protection Division of the Office of the Attorney General of the State of Texas believes, and is of the opinion, that these proceedings are in the public interest.

#### **TRADE AND COMMERCE**

8. Defendant has, at all times described below, engaged in conduct which constitutes "trade" and "commerce," as those terms are defined by section 17.45(6) of the DTPA.

#### **ACTS OF AGENTS**

9. Whenever in this petition, the State of Texas alleges that a Defendant did any act, the State means that one of Defendant's officers, agents or employees performed or participated in the act on behalf of, and under the authority of, Defendant.

#### **APPLICABLE LAW**

10. The DTPA prohibits "false, misleading, or deceptive acts or practices in the conduct of any trade or commerce . . . ." DTPA § 17.46 (a).

11. The DTPA also prohibits taking advantage of a disaster declared by the governor under Chapter 418 of the Texas Government Code by offering, demanding, selling and/or leasing fuel, food, medicine, or other necessity at an exorbitant or excessive price. See DTPA §§ 17.46(b)(27)(A) and (B).

12. Section 418.014 of the Texas Government Code provides:

(a) The governor by executive order or proclamation may declare a state of disaster if the governor finds a disaster has occurred or that the occurrence or threat of disaster is imminent.

(b) Except as provided by Subsection (c), the state of disaster continues until the governor:

(1) finds that:

(A) the threat or danger has passed; or

(B) the disaster has been dealt with to the extent that emergency conditions no longer exist; and

(2) terminates the state of disaster by executive order.

(c) A state of disaster may not continue for more than 30 days unless renewed by the governor. . . .

### EXHIBITS

13. Plaintiff relies on the following exhibits in support of its petition and applications for Temporary Injunction and Permanent Injunction.

Exhibit A: The February 12, 2021 Proclamation by Governor Greg Abbott declaring a statewide disaster because of the severe winter storm.

Exhibit B: Affidavit of Javier Juarez, an investigator with the Office of the Attorney General of Texas' Consumer Protection Division, providing details on his investigation into when the severe winter storm hit San Antonio, how the storm affected events at the San Antonio Rodeo, and how it affected power outages, and water issues in San Antonio.

Exhibit C: Affidavit of Consumer D. Oldfield concerning his reservation of a hotel room at Defendant's establishment for his wife, Sharon Oldfield.

Exhibit D: Affidavit of Consumer S. Oldfield concerning her attempt on February 18, 2021 to continue her reservation and stay in the room she was in at Defendant's establishment.

Exhibit E: Affidavit of Consumer Anderson, concerning his family's experience at Defendant's hotel and the recording of his conversation with hotel management about the increase of room prices during the aftermath of the 2021 severe winter storm.

Exhibit F: Transcript of recording between Consumer Anderson and hotel management on the reason for the price increase during the aftermath of the 2021 severe winter storm.

Exhibit G: Affidavit of Consumer Mark Beck concerning his family's experience at Defendant's hotel and the increase of room prices during the aftermath of the 2021 severe winter storm.

Exhibit H: Affidavit of Consumer Irene Martinez, concerning her family's experience at Defendant's hotel and the increase of room prices during the aftermath of the 2021 severe winter storm.

Exhibit I: Affidavit of Consumer Diana Martinez, concerning her family's experience at Defendant's hotel and the increase of room prices during the aftermath of the 2021 severe winter storm.

### FACTUAL ALLEGATIONS

14. On February 12, 2021, and pursuant to Texas Government Code section 481.014, the Texas Governor declared a state of disaster as a result of the severe winter storm for the entire State of Texas. See Exhibit A (Governor's Declaration).

15. As a result of the severe winter storm, there were numerous power outages rendering homes without heat. See Exhibit B. Power outages also led to lowered water pressure, so homes had no water. Exhibit B. The storm also brought freezing temperatures for several days, id. which lead to pipes freezing, leaving people without water in their homes. To escape these conditions, consumers re-located to hotel and motels that had running water and heat.

16. The San Antonio rodeo was scheduled to run from between February 12, 2021 until February 28, 2021. Exhibit B. However, because of the storm, events scheduled between February 14, 2021 and February 19, 2021 were re-scheduled. Id. Thus, any scarcity of rooms during this period could not be attributed to the rodeo.

17. During the February 2021 severe winter disaster, Defendant took advantage of the situation by engaging in price-gouging by demanding and/or charging evacuees exorbitant and/or excessive prices for lodging. These prices were well in excess of Defendant's typical price for accommodations and resulted in consumers being placed in dire circumstances.

18. A consumer and his wife who have been regular customers at the La Quinta BCB for over three years, normally pay \$65.00 a night with a veteran's discount and before taxes and fees. See Exhibit C. However, during the worst of the winter storm, when his wife attempted to extend her stay, the hotel demanded \$189.00<sup>1</sup> a night for that same room. See Exhibits C and D. When the consumer asked why the rate had gone up so much, the hotel employee freely admitted that it was because people were without heat and water and were looking for a warm place to stay, thus the hotel was almost full. Exhibit D.

19. Another consumer who lived in San Antonio sought out the hotel because it was close by. He and wife had three daughters and his 101-year-old grandmother living with them. See Exhibit E. To keep them safe and warm when their heat and water went out, he looked on-line and found that La Quinta BCB was offering rooms at \$74.00 a night. Id. He and his wife booked two rooms for their family members and checked-in on February 15, 2021. Id. Because they did not know when the heat and water would be back on, they discussed with the staff that they may need to extend their stay on a day-by-day basis. Id. The staff was fine with that, asking them to inform the front desk the evening before and come to the front desk before noon to have their keys re-programmed. Id. Each evening the consumer listened to the news to see when power would be re-stored, to learn the forecast for the next day and to otherwise stay abreast of what was happening with the winter storm. Id. The evening of the 15th, after listening to the forecast, they called to inform the front desk they would stay another night. Id. The next morning, they went to the front desk and were again charged the \$74.00 a night rate for each room on February 16, 2021. Id. On the second evening, they again called to let the front desk that they were staying another day. Id. The front desk staff reminded them to come and re-program their keys before noon the next day. Id. When they went to the front desk on February

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<sup>1</sup> This price included a veteran's discount.

17th, to pay and have their keys re-programmed, La Quinta BCB informed them that the charge for each room was \$199.00 a night. Id. The consumers asked why, and the La Quinta BCB staff informed him that because of supply and demand, there was a huge demand for rooms and if they did not want the rooms someone else would pay \$199.00 a night for each one. Id. The consumer who had watched a program on price-gouging began to record the conversation. Id.

20. A transcript of the recording confirms what was said. See Exhibit F. In particular, the hotel clerk confirms:

Everybody paying \$199. You pay \$80 just because you booked earlier. Right now I am fully booked. There's a long waiting list. Everybody is coming. Everybody is being [charged] 199.

Consumer A: Okay. We have no power at our house.

• \* \* \*

Consumer A: I have a 101-year-old grandma here.

See id. Later the hotel clerk, noticing she was being recorded but which the consumer had not attempted to hide, stated:

Hotel Clerk: No, I—sorry, I'm going to check you out.

Consumer B: No, please don't check us out.

Consumer A: We don't have nowhere—

Hotel Clerk: No, why—

Consumer A: to go.

Hotel Clerk: --why you record me? What's —

Consumer A: Because m'am, you are

Hotel Clerk: No.

Consumer A: --gouging me.

Hotel Clerk: No, no, I 'm not —

Consumer A: --in a crisis

Hotel Clerk: --feeling safe with you. I have a hotel policy. I'm not feeling safe with you anymore.

Consumer A: How is this not safe? I'm just—

Hotel Clerk: No —

Consumer A: --recording our--

Hotel Clerk: --no —

Consumer A: --conversation.

• \* \* \*

Hotel Clerk: Turn it off.

Consumer A: Okay, I'll turn it off, but. . . .

Exhibit. F, p. 6-7.

21. Another consumer, who lived in San Antonio and was also without heat, found a room on-line at La Quinta BCB. Exhibit G. He called to confirm the room, and the staff at La Quinta BCB told him that the rate was \$129.00, he booked the room, and a few minutes later La Quinta staff called back to tell him the rate was now \$199.00 a night. Id. Because of the weather and the fact that other hotels were sold out, he agreed to pay the \$199.00 a night. Id.

22. Another San Antonio consumer who had also lost power sought out La Quinta BCB because she could drive to the hotel which was nearby, and she needed to keep her two grandsons warm and safe. Exhibit H. The La Quinta BCB staff told her that the rate was \$89.00 a night but when she arrived at the hotel, La Quinta charged her \$128.84 a night for the first night. Id. Further, when she needed to extend her stay, La Quinta BCB charged her \$199.00 a night for the same room. See Exhibits H and I. The hotel explained that the rate was that high because the hotel was full. Exhibit. I.

23. La Quinta BCB staff told a number of consumers that the hotel was “fully booked” and that the reason for the price increase was because they were full or almost full. However, La Quinta BCB was never even 90% occupied during its busiest night in February 2021 but used this misrepresentation to induce consumers to pay the higher rate.

#### **DTPA VIOLATIONS**

24. Plaintiff incorporates Paragraphs 1 through 23, as if fully set forth herein.

25. Defendant has engaged in false, misleading, or deceptive acts or practices in the conduct of trade or commerce, in violation of DTPA § 17.46(a).



26. Defendant represented that its goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they did not have. in violation of DTPA § 17.46(b)(5).

27. Defendant has engaged in false, misleading, or deceptive acts or practices in the conduct of trade or commerce, in violation of DTPA sections 17.46(b)(27)(A) and (B), which prohibit taking advantage of a disaster by offering, demanding, selling and/or leasing fuel, food, medicine, or other necessity at an exorbitant or excessive price.

### **INJURY TO CONSUMERS**

28. Defendant has, by means of these unlawful acts and practices, obtained money or property from consumers who are entitled to restitution, or in the alternative, have caused actual damages to identifiable persons who are entitled to compensation.

### **APPLICATION FOR AND PERMANENT INJUNCTION**

29. Because Defendant has engaged in the unlawful acts and practices described above, Defendant has violated the law as alleged in this petition. Unless restrained by this Honorable Court, Defendant could continue to violate the laws of the State of Texas and cause injury to the general public during a disaster. The State of Texas requests that, as authorized by section 17.47(a) of the DTPA, the Court issue a Permanent Injunction, and ORDER that Defendant, its officers, agents, servants, employees, attorneys and any other persons in active concert or participation with it, who receive actual notice of the order by personal service or otherwise, be restrained from engaging in the following acts or practices:

- A. Taking advantage of a disaster declared by the Governor under Chapter 418 of the Government Code by offering accommodations or other necessities at an exorbitant or excessive price.

**B.** Taking advantage of a disaster declared by the Governor under Chapter 418 of the Government Code by demanding an exorbitant or excessive price in connection with the sale of accommodations or lodging.

**C.** Altering, destroying or mutilating records to be kept pursuant to Paragraph 12.1(F) for a three-year period after the event, provided the matter is not in litigation. If the matter is in litigation, records shall not be altered, destroyed or mutilated until the expiration of three years from the date of entry of a final judgment, not subject to further appeal.

**D.** Representing, directly or by implication, that this Court or the Office of the Attorney General has approved any good or service sold or offered for sale by Defendant or approved of any of Defendant's business practices.

**E.** Representing that the hotel is full or at 100% occupancy when it is not.

#### **PRAYER**

30. WHEREFORE, PREMISES CONSIDERED, the State prays that a PERMANENT INJUNCTION be issued, restraining and enjoining Defendant, its officers, agents, servants, employees and attorneys and any other person in active concert or participation with it, as set forth above.

31. Plaintiff further requests that this Court award money damages and restitution of monies paid by consumers.

32. Plaintiff further requests that Defendant be ordered to pay to the State of Texas:

**A.** Civil penalties of up to \$10,000.00 per violation of the DTPA;

**B.** Civil penalties of up to \$250,000.00 per violation of the DTPA, when the act or practice that acquired or deprived money or other property from consumers who were 65 years of age or older when the act or practice occurred;

- C. Pre-judgment and post-judgment interest on all awards of restitution, damages, or civil penalties, as provided by law; and
  - D. All costs of Court, costs of investigation, and reasonable attorney's fees pursuant to Texas Government Code section 402.006(c).
  - E. Decree that all of Defendants' fines, penalties or forfeitures are not dischargeable in bankruptcy. See 11 U.S.C. Section 523(a)(7).
33. Plaintiff prays for all further relief, at law or inequity, to which it is justly entitled.

Respectfully submitted,

KEN PAXTON  
Attorney General of Texas

BRENT WEBSTER  
First Assistant Attorney General

GRANT DORFMAN  
Deputy First Assistant Attorney General

SHAWN COWLES  
Deputy Attorney General for Civil Litigation

JENNIFER S. JACKSON  
Division Chief, Consumer Protection Division

/s/Gloria Salinas  
GLORIA SALINAS  
Assistant Attorney General  
State Bar No. 17534300  
Office of the Attorney General  
Consumer Protection Division  
P.O. Box 12548  
Austin, Texas 78711-2548  
(512) 463-0286  
(512) 473-8301 (facsimile)  
gloria.salinas@oag.texas.gov  
**ATTORNEYS FOR THE STATE**

CAUSE NO. \_\_\_\_\_

STATE OF TEXAS,  
*Plaintiff,*

v.

EVERYOUNG HOSPITALITY LLC  
D/B/A LA QUINTA SAN ANTONIO  
BROOKS CITY BASE  
*Defendants.*

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IN THE DISTRICT COURT OF

BEXAR COUNTY, TEXAS

\_\_\_\_\_ JUDICIAL DISTRICT

**EXHIBITS FOR PETITION**

<b>Exhibit No.</b>	<b>Title</b>	<b>Description and/or date</b>
A	Governor Proclamation of Disaster for all Texas Counties	Issued February 12, 2021
B	Affidavit of Javier Juarez, investigator with Texas OAG-CPD	Dated March 5, 2021
C	Affidavit of Consumer D. Oldfield	Dated March 10, 2021
D	Affidavit of Consumer S. Oldfield	Dated March 10, 2021
E	Affidavit of Consumer Anderson	Dated March 5, 2021
F	Transcript of Anderson and La Quinta staff conversation	Dated March 2, 2021
G	Affidavit of Consumer Mark Beck	Dated March 16, 2021
H	Affidavit of Consumer Irene Martinez	Dated March 12, 2021
I	Affidavit of Consumer Diana Martinez	Dated March 12, 2021

**PROCLAMATION**  
BY THE  
**Governor of the State of Texas**

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TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, GREG ABBOTT, Governor of the State of Texas, do hereby certify that severe winter weather poses an imminent threat of widespread and severe property damage, injury, and loss of life due to prolonged freezing temperatures, heavy snow, and freezing rain statewide.

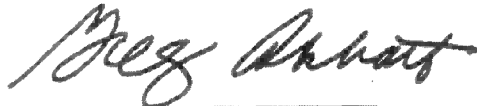
THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby declare a state of disaster in all 254 counties based on the existence of such threat.

Pursuant to Section 418.017 of the code, I authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.

Pursuant to Section 418.016 of the code, any regulatory statute prescribing the procedures for conduct of state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with this disaster shall be suspended upon written approval of the Office of the Governor. However, to the extent that the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency's emergency response that is necessary to protect life or property threatened by this declared disaster, I hereby authorize the suspension of such statutes and rules for the duration of this declared disaster.

In accordance with the statutory requirements, copies of this proclamation shall be filed with the applicable authorities.

IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 12<sup>th</sup> day of February, 2021.



GREG ABBOTT  
Governor



FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
3:30 p.m.  
FEB 12 2021

ATTESTED BY:



RUTH R. HUGHS  
Secretary of State

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
3:30 PM O'CLOCK  
FEB 12 2021

**AFFIDAVIT OF JAVIER JUAREZ, INVESTIGATOR**

STATE OF TEXAS

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§  
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TRAVIS COUNTY

Before me, the undersigned authority, on this day personally appeared Javier Juarez, who is known to me. After I administered an oath to him, upon his oath, he said:

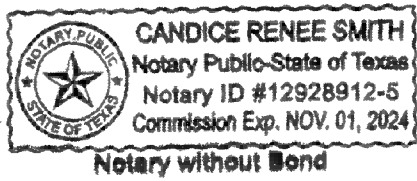
1. "My name is Javier Juarez. I am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I am employed as an Investigator with the Office of the Texas Attorney General, Consumer Protection Division. As an investigator in this division, I interview witnesses and consumers, perform background and databases searches, review documents and different recordings, and research necessary information. The actions described in the following paragraphs are carried out in the normal course of my job duties
3. On or about March 3, 2021, I was asked to research the dates in which the severe winter storm hit San Antonio, Texas and whether events at the San Antonio Rodeo which started before the storm had been held during the week of the storm.
4. I learned that the San Antonio Rodeo started on February 12, 2021, and that the Rodeo events were re-scheduled beginning February 14, and that no Rodeo events were held from that date until February 20, 2021.
5. I also learned that the storm was expected to reach San Antonio the evening of February 14 and early the morning of February 15, 2021, with snow and ice being expected. And in fact, temperatures reached 13 degrees on February 14 and 3 to 6 inches of snow fell on the morning of February 15, 2021. The severe cold temperatures continued until February 19, 2021 and that San Antonio spent 107.5 hours under freezing temperatures.
6. I further learned that San Antonio residents began facing power outages on February 15, 2021, and water pressure issues on February 16, 2021. An average of 200,000 San Antonio residents had power outages from February 15 until February 19, 2021. Boil water requirements were imposed until February 23, 2021.



Javier Juarez  
JAVIER JUAREZ

SUBSCRIBED AND SWORN to before me on this 5th day of March 2021.

Candice Renee Smith  
NOTARY PUBLIC





STATE OF TEXAS

YOUNG COUNTY

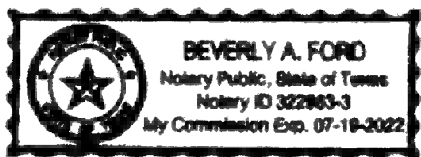
**AFFIDAVIT OF DONALD OLDFIELD**


Before me, the undersigned authority, on this day, personally appeared **DONALD OLDFIELD** who proved himself to be the person whose name is subscribed hereon through his government issued card which contained his photograph and signature, and having been by me duly sworn upon his oath, deposes and states as follows:

1. My name is **DONALD OLDFIELD**. I am over the age of eighteen years, am an adult living in Texas, and am fully competent to testify. I have personal knowledge of the facts set out in this affidavit. The facts are true and correct to the best of my knowledge and recollection.
2. On February 7, 2021, I went online to reserve a room at the La Quinta at 3018 Goliad, San Antonio, Texas for my wife. I reserved four nights at the nightly rate of \$65.34, which includes a military discount and later extended the stay to seven nights. Attached to my affidavit is a true and correct copy of the reservation confirmation, setting out the rate.
3. My wife and I have regularly traveled to San Antonio every two or three months for the last 3-4 years on family business and always stay at this hotel. Overall, I estimate that either she or I or both of use have stayed at this hotel thirty times during this period and the nightly rate we paid has always been consistent with the rate of \$65 or so.

  
\_\_\_\_\_  
DONALD OLDFIELD

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by DONALD OLDFIELD on the 10<sup>th</sup> day of March, 2021.



  
\_\_\_\_\_  
NOTARY PUBLIC



You're All Set: Reservation Confirmation #89210EC023011

From: La Quinta by Wyndham (laquinta@emails.wyndhamhotels.com)

To: [REDACTED]

Date: Sunday, February 7, 2021, 03:57 PM CST



Donald Oldfield  
GOLD Member: [REDACTED]



Your Reservation Is Confirmed, Donald!

La Quinta Inn by Wyndham San Antonio Brooks City Base

3180 Goliad Road, San Antonio, TX US (210) 337-7171

Confirmation Number: 89210EC023011

THU  
3021

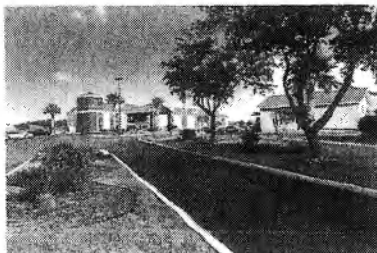
MON  
2021

Hotel Details

Cancel

Modify

Directions



Reservation Details

1 Room(s) / 4 Night(s)  
1 King Bed, Non-Smoking

Number of Guests  
2 Adult(s) / 0 Child(ren)

Check-In                      Checkout  
3:00 p.m.                      12:00 p.m.

Room Description

Free high-speed WiFi, free breakfast, mini-fridge, microwave, AC, bathtub/shower, coffee maker, hair dryer, cable TV, bathroom amenities, alarm clock, desk, cribs available, foam pillows, iron, pillow-top mattress, non-smoking

Rate Details

Military Rate	\$261.36 USD
Taxes & Fees	\$47.60 USD
<b>Total for Stay</b>	<b>\$308.96 USD</b>

Exhibit C Attachment

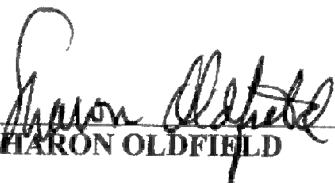
STATE OF TEXAS

YOUNG COUNTY

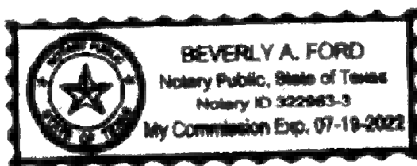
**AFFIDAVIT OF SHARON OLDFIELD**

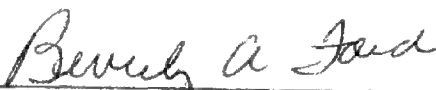
Before me, the undersigned authority, on this day, personally appeared **SHARON OLDFIELD** who proved herself to be the person whose name is subscribed hereon through her government issued card which contained her photograph and signature, and having been by me duly sworn upon her oath, deposes and states as follows:

1. My name is **SHARON OLDFIELD**. I am over the age of eighteen years, am an adult living in Texas, and am fully competent to testify. I have personal knowledge of the facts set out in this affidavit. The facts are true and correct to the best of my knowledge and recollection.
2. My husband, Donald Oldfield made a reservation for me at the La Quinta at 3018 Goliad, San Antonio, Texas for seven nights, arriving February 11, 2021 and departing on February 18, 2021. With his military discount at this hotel, we paid the nightly rate of \$65.34.
3. My husband and I have regularly traveled to San Antonio every two or three months for the last 3-4 years on family business and always stay at this hotel and I do not recall the nightly rate ever being over \$75.00.
4. On February 18, 2021, because of the weather, I went to the front desk to extend my reservation for 4 days. The front desk manager said I could continue to stay in the room, but I would need to pay the rate of \$189.00 a night. When I asked why the rate had gone up so much, they told me that they were almost full because everyone was trying to get away from the cold and had no heat or water at their homes.

  
 \_\_\_\_\_  
 SHARON OLDFIELD

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by SHARON OLDFIELD on the 10<sup>th</sup> day of March, 2021.



  
 \_\_\_\_\_  
 NOTARY PUBLIC



STATE OF TEXAS  
BEXAR COUNTY

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**AFFIDAVIT OF RANDY ANDERSON**

Before me, the undersigned authority, on this day, personally appeared **RANDY ANDERSON** who proved himself to be the person whose name is subscribed hereon through his government issued card which contained his photograph and signature, and having been by me duly sworn upon his oath, deposes and states as follows:

1. My name is **RANDY ANDERSON**. I am over the age of eighteen years, am an adult living in Texas, and am fully competent to testify. I have personal knowledge of the facts set out in this affidavit. The facts are true and correct to the best of my knowledge and recollection.
2. On February 15, 2021, I went online to find hotel rooms near my home. The heat in our house had gone out and my wife and I have three daughters, aged 7, 10 and 12 and my grandmother who is 101 living with us. We wanted to make sure they stayed safe and warm.
3. I found that the La Quinta at 3018 Goliad, San Antonio, Texas had rooms at a rate of \$74.00 a night. We called to see if they had power and rooms available. They told us they did and confirmed the rate. We asked for two rooms.
4. When we checked in, we told the hotel staff that we did not know how long we would be there because of the power and heat being out at our house. The staff said that was fine, and to let them know the night before if we intended to stay the next day. They also asked that we bring our room keys down in the morning to be re-programmed.
5. The evening of February 15, 2021, after listening to the news and weather forecast, we called and told them we wanted to stay the next night. The morning of February 16, 2021, we went down, had our room keys re-programmed and paid for that night. The room rate was the same – \$74 per room. The evening of February 16, 2021, after listening to the news and weather forecast, we called again and told the staff that we wanted to stay the next night. They said fine and reminded us to bring the room keys to be re-programmed.
6. The evening newscast of February 16, 2021 had included warnings to consumers on price gouging so that was on our minds. The morning of February 17, 2021, we took our room keys down to be re-programmed and to pay for that night. However, the front desk told us we had already been checked out and that if we wanted to stay the room rate was \$199 a night per room. We asked why, and the general manager told us that it was because of supply and demand, there was a huge demand and a small supply of rooms and if we did not want our rooms, someone else would take them for the \$199 a night.
7. Because of the recent newscast on price-gouging, I began to record the conversation, which I have provided to the Office of the Attorney General.



8. The general manager asked us to stop recording and threatened to check us out of the hotel. We pleaded with her not to do so because we had nowhere else to go and had a 101 year old grandmother as well as our daughters. I stopped recording so she would let us stay.
9. We ended up staying the nights of February 17, 18, and 19, checking out February 20, 2021. We paid \$74.00, plus tax a night per room for February 15 and 16 and ended up paying \$199.00 plus tax a night per room for February 17, 18, and 19. Attached are receipts which show the amounts paid February 15, 2021 and the amounts paid on February 17, 2021.

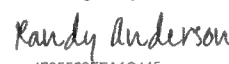
3/5/2021 | 3:58 PM CST

DocuSigned by:  
  
 4785593FFA1C445  
**RANDY ANDERSON**

THE STATE OF TEXAS §  
 §  
 COUNTY OF ROCKWALL §

BEFORE ME, Zoann L. Willis, a Notary Public in and for the State of Texas, on this day personally appeared by means of an interactive two-way audio and video communication, **RANDY ANDERSON**, proved to me by his driver's license to be the person who executed the foregoing document, and being by me first duly sworn, declared that the statements therein contained are true and correct and acknowledged to me that he has read and understands the document, that he is fully authorized to execute same, and that he does so for the purposes and consideration therein expressed.

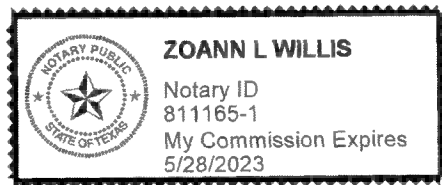
3/5/2021 | 3:58 PM CST

DocuSigned by:  
  
 4785593FFA1C445  
 Randy Anderson

Date

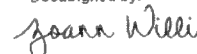
SUBSCRIBED AND SWORN to before me by means of an interactive two-way audio and video communication on 3/5/2021 | 4:01 PM CST, by **RANDY ANDERSON**. This notarial act was an online notarization.

**Notary Seal**



**Digital Certificate**

w/o bond

DocuSigned by:  
  
 67F256D371A7445 ..



3180 GOLIAD RD.  
SAN ANTONIO, TX 78223 US  
Phone: 210-337-7171  
Fax: 210-337-4924  
Email: lq6032gm@laquinta.com  
Printed: 2/15/2021 6:58:25 PM

**Card Transaction Receipt**

Name: LAMB, KATIE  
Confirmation 89210EC023304  
Room: 328 Room Type: NDD2  
Rate Plan: RACK Daily Stay Amount: \$87.48  
Arrival: 2/15/2021 Departure: 2/17/2021  
Nights: 2 Guests: 1/0

**Customer Copy**

Merchant: LA QUINTA BY WYNDHAM SAN ANTONIO  
3180 GOLIAD ROAD  
SAN ANTONIO, 78223  
Phone: 2103377171

Date: 2/15/2021  
ICC: XXXX XXXX XXXX [REDACTED]  
Transaction Amount: \$174.96

Time: 6:58 PM  
Authorization Code: 617382

Currency Code: USD  
Trans Type: Authorization

SIGNATURE

CA  
Name:  
Confirmation:  
Room: 328  
Rate Plan: RACK  
Arrival: 2/15/2021  
Nights: 3  
Product: LA QUINTA BY  
3180 GOLIAD RD  
78223



LA QUINTA INN SAN ANTONIO  
BROOKS CITY BASE  
5180 GOLIAD RD.  
SAN ANTONIO, TX 78223 US  
Phone: 210-337-7171  
Fax: 210-337-4924  
Email: lq6092gm@laquinta.com  
Printed: 2/17/2021 9:59:23 AM

Card Transaction Receipt

Name: LAMB, KATIE  
Confirmation: 89210EC023904  
Room: 328 Room Type: NDD2  
Rate Plan: RACK Daily Stay Amount: \$235.24  
Arrival: 2/15/2021 Departure: 2/18/2021  
Nights: 3 Guests: 1/0

Merchant Copy

Merchant: LA QUINTA BY WYNDHAM SAN ANTONIO  
3180 GOLIAD ROAD  
SAN ANTONIO, 78223  
Phone: 2103377171

Date: 2/17/2021 Time: 9:59 AM Currency Code: USD  
ICC: XXXX XXXX XXXX Authorization Code: 998796 Trans Type: Authorization  
Transaction Amount: \$199.77

SIGNATURE

LA QUINTA BY WYNDHAM  
3180 GOLIAD RD  
SAN ANTONIO, TX 78223  
PHONE: 210-337-7171  
FAX: 210-337-4924

Transcript of the Testimony of  
**Audio Recording**

**Date:**

March 02, 2021

**Case:**

RE WINTERDIS 21





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IN RE: WINTERDIS 21

\*\*\*\*\*

TRANSCRIPTION OF AUDIO RECORDING

CONVERSATION BETWEEN HOTEL CLERK AND CONSUMERS A & B

\*\*\*\*\*

1 HOTEL CLERK: ... I have a 99-years-old  
2 grandma --

3 CONSUMER A: Okay, ma'am --

4 HOTEL CLERK: -- that's waiting for her --

5 CONSUMER A: -- but look --

6 CONSUMER B: And she has --

7 CONSUMER A: You told us --

8 CONSUMER B: -- no power?

9 CONSUMER A: -- \$83. You told us \$83 a  
10 night when we got here. We told you yesterday we wanted  
11 the room.

12 HOTEL CLERK: Even though you're telling  
13 me --

14 CONSUMER A: Today you're taking us --

15 HOTEL CLERK: No, that's --

16 CONSUMER A: -- from --

17 HOTEL CLERK: -- (indiscernible) --

18 CONSUMER A: -- 83 to \$199.

19 HOTEL CLERK: It's your choice. It's  
20 your -- I'm so sorry. Everybody is --

21 CONSUMER A: For --

22 HOTEL CLERK: -- using the same --

23 CONSUMER A: For the two rooms combined.

24 HOTEL CLERK: It doesn't matter what's the  
25 rate before. It's like the airlines when the seat is

1 booked, you know, the rate will be higher.

2 CONSUMER A: Okay.

3 HOTEL CLERK: This is (indiscernible) --

4 CONSUMER B: So it goes from 80 to 200  
5 now?

6 CONSUMER A: It goes from \$80 a night for  
7 one room to \$200 --

8 HOTEL CLERK: You did have --

9 CONSUMER A: -- a night for one room?

10 HOTEL CLERK: -- have two rooms. I give  
11 you a senior discount for both of them.

12 CONSUMER A: What about a military --

13 HOTEL CLERK: One --

14 CONSUMER A: -- discount? You never --

15 HOTEL CLERK: It's the only --

16 CONSUMER A: -- gave her her military  
17 discount.

18 HOTEL CLERK: No, the military discount  
19 already given to you. And I'm --

20 CONSUMER A: No, it's not. No, it's not.

21 CONSUMER B: You didn't --

22 CONSUMER A: I'll bring you the receipts.  
23 No, you didn't.

24 CONSUMER B: You've got the receipt. You  
25 never gave it to us.

1 CONSUMER A: You -- you never gave it to  
2 us.

3 HOTEL CLERK: So tonight -- you already  
4 have a good rate, so we are taking good care of you,  
5 okay? Everybody paying 199. You pay \$80 just because  
6 you book earlier. Right now I'm fully booked. There's  
7 a long waiting list. Everybody is coming. Everybody is  
8 being 199.

9 CONSUMER A: Okay. We have no power at  
10 our house.

11 HOTEL CLERK: I give you --

12 CONSUMER B: No one does.

13 CONSUMER A: I have a 101-year-old grandma  
14 here.

15 HOTEL CLERK: So (indiscernible) --

16 CONSUMER B: And the water --

17 CONSUMER A: And you're going to --

18 CONSUMER B: -- the pipe is busted.

19 CONSUMER A: -- you're going to cost us --

20 HOTEL CLERK: Everybody have these same  
21 situation --

22 (Indiscernible background voices.)

23 HOTEL CLERK: -- sir, okay? If you do it,  
24 I'll go to 179. He's paying 199. You have two rooms.  
25 You have a senior, so I'll give you 179.

1 CONSUMER A: We went (indiscernible) --

2 (Indiscernible background voices.)

3 HOTEL CLERK: That's the best that I can  
4 do for you, to be fair for the others, as well.

5 CONSUMER A: Two rooms?

6 HOTEL CLERK: Two --

7 (Indiscernible background voices.)

8 HOTEL CLERK: Each room is \$179 for  
9 tonight.

10 (Indiscernible background voices.)

11 HOTEL CLERK: So that's the best I can do,  
12 okay? So they are paying 199. You're paying 179.

13 CONSUMER B: How are we going to afford  
14 that?

15 CONSUMER A: Okay. And what about our  
16 military discounts?

17 HOTEL CLERK: It is already have a  
18 military discount --

19 CONSUMER A: No, no, no, no --

20 HOTEL CLERK: -- over there.

21 CONSUMER A: -- no. I want this on here.  
22 No, I got an attorney.

23 CONSUMER B: Yeah (indiscernible).

24 CONSUMER A: Okay. So --

25 HOTEL CLERK: I'm sorry --

1 CONSUMER A: -- I'm (indiscernible) --  
2 HOTEL CLERK: No, I -- sorry, I'm going to  
3 check you out.  
4 CONSUMER B: No, please don't check us  
5 out.  
6 CONSUMER A: We don't have nowhere --  
7 HOTEL CLERK: No, why --  
8 CONSUMER A: -- to go.  
9 HOTEL CLERK: -- why you record me?  
10 What's --  
11 CONSUMER A: Because, ma'am, you're --  
12 HOTEL CLERK: No.  
13 CONSUMER A: -- gouging me --  
14 HOTEL CLERK: No, no, I'm not --  
15 CONSUMER A: -- in a crisis.  
16 HOTEL CLERK: -- feeling safe with you. I  
17 have a hotel policy. I'm not feeling safe with you  
18 anymore.  
19 CONSUMER A: How is this not safe? I'm  
20 just --  
21 HOTEL CLERK: No --  
22 CONSUMER A: -- recording our --  
23 HOTEL CLERK: -- no --  
24 CONSUMER A: -- conversation.  
25 HOTEL CLERK: -- no, I'm not feeling safe

1 with you anymore.

2                   CONSUMER A: Why did you have to pick the  
3 phone up?

4                   CONSUMER B: You said you were doing that,  
5 and she knew what I was doing, so you're (indiscernible)  
6 --

7                   HOTEL CLERK: (indiscernible) check out  
8 (indiscernible) --

9                   CONSUMER B: No, no, no.

10                  CONSUMER A: What -- at 12:00 p.m.

11                  HOTEL CLERK: No --

12                  CONSUMER B: We have three little girls.

13                  CONSUMER A: We have till 12:00. We paid.  
14 You're going to --

15                  HOTEL CLERK: No, I'm not feeling  
16 comfortable.

17                  CONSUMER A: -- kick us out in --

18                  HOTEL CLERK: Turn it off.

19                  CONSUMER A: Okay. I'll turn it off,  
20 but...

21                               (End of recording.)

22

23

24

25

1 COUNTY OF BEXAR

2 STATE OF TEXAS

3

4 I, Tammy Pozzi, Certified Shorthand Reporter,  
5 certify that the foregoing is a correct transcription,  
6 to the best of my ability, from the audio recording of  
7 the conversation provided herein.

8 I further certify that I am neither counsel for,  
9 related to, nor employed by any of the parties to the  
10 action in which this recording was taken, and further  
11 that I am not financially or otherwise interested in the  
12 outcome of the action.

13 I further certify that the transcription fee of  
14 \$ \_\_\_\_\_ was paid/will be paid in full by

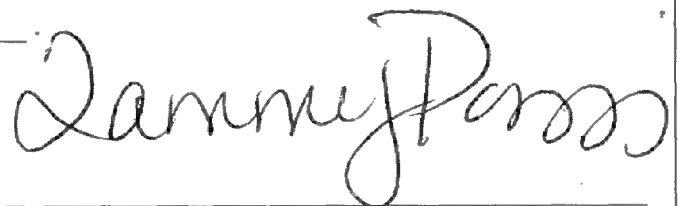
15 \_\_\_\_\_.

16 Certified to by me on this \_\_\_\_\_ day of

17 \_\_\_\_\_, \_\_\_\_\_.

18

19



20

Tammy Pozzi, CSR, TCRR  
Texas CSR 5629

21

Expiration: 10/31/21

22

Kim Tindall & Associates, LLC  
Firm No. 631

23

16414 San Pedro, Suite 900  
San Antonio, Texas 78232  
(210) 697-3400

24

25

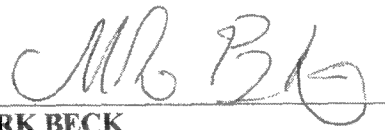


STATE OF TEXAS )  
 )  
BEXAR COUNTY )

**AFFIDAVIT OF MARK BECK**

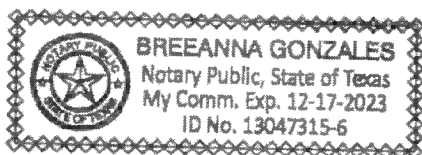
Before me, the undersigned authority, on this day, personally appeared **MARK BECK** who proved himself to be the person whose name is subscribed hereon through his government issued card which contained his photograph and signature, and having been by me duly sworn upon his oath, deposes and states as follows:

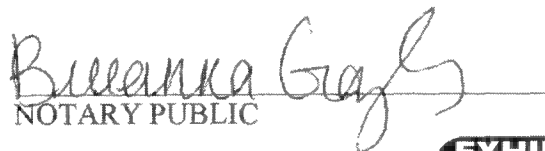
1. My name is **MARK BECK**. I am over the age of eighteen years, am an adult living in Texas, and am fully competent to testify. I have personal knowledge of the facts set out in this affidavit. The facts are true and correct to the best of my knowledge and recollection.
2. I live in San Antonio, Texas and had lost power and water at my residence. On February 16, 2021, I went online to try and find a hotel room close by because of the cold and the lack of water. I found a room at the La Quinta at 3018 Goliad, San Antonio, Texas for \$129.00 a night.
3. I immediately called and booked the room for three nights. A few minutes later, the La Quinta staff called me back and told me the room rate was now \$199.00.
4. Because of the cold, and the lack of heat in my house, and because I was afraid I could not find another hotel room, I agreed to pay that amount.



**MARK BECK**

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by **MARK BECK**  
on the 16 day of March, 2021.



  
NOTARY PUBLIC



STATE OF TEXAS )  
 )  
BEXAR COUNTY )

**AFFIDAVIT OF IRENE MARTINEZ**

Before me, the undersigned authority, on this day personally appeared by means of an interactive two-way audio and video communication, **IRENE MARTINEZ**, who proved herself to be the person whose name is subscribed hereon through her government issued card which contained her photograph and signature, and having been by me duly sworn upon her oath, deposes and states as follows:

1. My name is **IRENE MARTINEZ**. I am over the age of eighteen years, am an adult living in Texas, and am fully competent to testify. I have personal knowledge of the facts set out in this affidavit. The facts are true and correct to the best of my knowledge and recollection.
2. We lost power and heat at my home during the February 2021 freeze. I have two grandsons living with me and needed to keep them safe and warm.
3. On February 15, 2021, I called the La Quinta at 3018 Goliad, San Antonio, Texas because it was close by and I could drive to it safely. They had rooms available and I reserved one for that night after they told me that the charge was \$89.00 a night. However, when I got to the hotel, they charged me \$128.84 for the first night.
4. When I went down to extend our stay, the hotel charged us \$199.00 for the night of February 16, 2021. My grandchildren and I needed to stay another night, and my brother and his wife volunteered to pay for our hotel room the night of the 17th.
5. I checked out the morning of February 18, 2021.

3/12/2021 | 4:21 PM CST

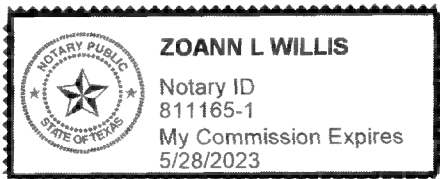
**Date**

DocuSigned by:  
  
EDC8265BB605442...  
**IRENE MARTINEZ**

THE STATE OF TEXAS §  
 §  
COUNTY OF ROCKWALL §


SUBSCRIBED AND SWORN to before me by means of an interactive two-way audio and video communication on 3/12/2021 | 4:23 PM CST, by **IRENE MARTINEZ**. This notarial act was an online notarization.

**Notary Seal**



w/o bond

**Digital Certificate**

DocuSigned by:  
  
67F256D371A7445...



STATE OF TEXAS )  
 )  
BEXAR COUNTY )

**AFFIDAVIT OF DIANA MARTINEZ**

Before me, the undersigned authority, on this day personally appeared by means of an interactive two-way audio and video communication, **DIANA MARTINEZ**, who proved herself to be the person whose name is subscribed hereon through her government issued card which contained her photograph and signature, and having been by me duly sworn upon her oath, deposes and states as follows:

1. My name is **DIANA MARTINEZ**. I am over the age of eighteen years, am an adult living in Texas, and am fully competent to testify. I have personal knowledge of the facts set out in this affidavit. The facts are true and correct to the best of my knowledge and recollection.
2. My sister-in-law, Irene Martinez, lost power and heat at her home during the February 2021 freeze and she went to stay at the La Quinta on Goliad Street in San Antonio, with her two young grandsons.
3. Because of the cost of the hotel room, \$199 a night, my husband and I offered to help her pay for one of the nights she stayed there.
4. On February 17, 2021, I talked to my sister-in-law on her cellphone and she had me talk to the hotel staff so I could give them our credit card information to pay for the room. I asked the staff if the \$199 was the normal price for a Wednesday night stay, the reply was "no but the hotel is full."

3/12/2021 | 3:54 PM CST

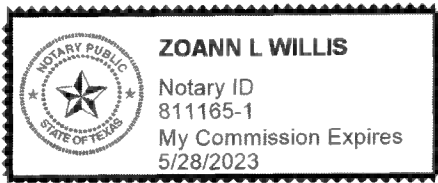
**Date**

DocuSigned by:  
*Diana Martinez*  
EBC02658B065412...  
**DIANA MARTINEZ**

THE STATE OF TEXAS §  
 §  
COUNTY OF ROCKWALL §

SUBSCRIBED AND SWORN to before me by means of an interactive two-way audio and video communication on 3/12/2021 | 3:56 PM CST, by **DIANA MARTINEZ**. This notarial act was an online notarization.

**Notary Seal**



w/o bond

**Digital Certificate**

DocuSigned by:  
*Zoann L. Willis*  
67F256D371A7445...

