

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION**

DANIEL FINERMAN and DONNA  
DEVINO, individually, and on behalf of  
all others similarly situated,

*Plaintiffs,*

vs.

MARRIOTT OWNERSHIP RESORTS,  
INC., a foreign corporation, and  
INTERNATIONAL CRUISE AND  
EXCURSION GALLERY, INC., a  
foreign corporation,

*Defendants.*

Case No. 3:14-cv-01154-TJC-MCR

**ANSWER AND AFFIRMATIVE  
DEFENSES OF DEFENDANT  
MARRIOTT OWNERSHIP RESORTS,  
INC., TO PLAINTIFFS' SECOND  
AMENDED COMPLAINT**

Defendant Marriott Ownership Resorts, Inc. ("MORI"), by and through its undersigned counsel of record, states by way of Answer and Affirmative Defenses to plaintiffs' Second Amended Class Action Complaint ("SAC") (Docket Item 117), as follows:

**NATURE OF THE ACTION**

1. MORI admits that Plaintiffs purport to bring this action against MORI on their own behalf and on behalf of a putative class, but denies that it, or any person or entity acting with MORI's knowledge, approval or authority, engaged in unfair or deceptive conduct in connection with cruises offered to consumers. MORI further denies the remaining allegations of Paragraph 1.

2. Paragraph 2 of the SAC contains legal conclusions to which no response is required.

**PARTIES, JURISDICTION AND VENUE**

3. MORI admits the allegations of Paragraph 3 of the SAC.

4. MORI denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of the SAC and, as such, the same are deemed denied.

5. MORI admits the allegations of Paragraph 5 of the SAC.

6. MORI denies knowledge or information sufficient to form a belief regarding the truth of the allegations contained in Paragraph 6 of the SAC regarding Defendant International Cruise and Excursion Gallery, Inc. (“ICE”) and, as such, the same are deemed denied.

7. MORI admits that Marriott Vacation Club (“MVC”) and ICE are parties to a 2009 agreement and subsequent amendments regarding the provision of cruise booking services, the terms of which speak for themselves, and admits that ICE is the exclusive provider of cruise booking services to certain MVC members, and denies that it is responsible and liable for the acts of ICE alleged in the SAC to be improper, and otherwise denies the allegations of Paragraph 7 of the SAC.

8. MORI admits that when certain MVC members use ICE to book cruises, that MVC confirms that a member has sufficient points to book a cruise, that requests made to MVC for cruise bookings by MVC members are routed to ICE; and that any arrangements for the payment of any government fees and port fees are handled by ICE, and otherwise denies knowledge or information sufficient to form a belief regarding the truth of the allegations contained in Paragraph 8 of the SAC and, as such, the same are deemed denied.

9. MORI admits that ICE provides MVC members with booking confirmation documents, and states that such documents speak for themselves, and otherwise denies the allegations of Paragraph 9 of the SAC.

10. MORI denies that it is responsible and liable for the acts of ICE alleged in the SAC to be improper. MORI admits that certain MVC members use ICE to book cruises, and otherwise denies the allegations of Paragraph 10 of the SAC.

11. MORI denies the allegations of Paragraph 11 of the SAC.

12. MORI admits that this Court has diversity jurisdiction over this matter but denies that Plaintiffs are entitled to any damages.

13. MORI admits the allegations of Paragraph 13 of the SAC.

#### **FACTUAL ALLEGATIONS**

14. MORI admits that it provides timeshare products to members using the Marriott Vacation Club brand, and otherwise denies the allegations of Paragraph 14 of the SAC.

15. MORI admits that American Resorts Corporation was acquired by a corporate predecessor of Marriott International, Inc. in 1984, and that subsequently, MORI has operated resort properties on Hilton Head Island, South Carolina and elsewhere under the Marriott Vacation Club brand, among others, and otherwise denies the allegations of Paragraph 15 of the SAC.

16. MORI admits that Marriott Vacations Worldwide Corporation became a publicly-traded company in 2011, that MVC has offices in Orlando, Florida, that MVC markets timeshare products to consumers, that MVC is one of three brands, that other brands used include The Ritz Carlton Destination Club and Grand Residences by Marriott, and that

MVC provides certain of its owners with the ability to use vacation club points, pursuant to all applicable agreements, contracts, terms and conditions, to reserve the usage of accommodations at multiple timeshare resort locations and to secure other vacation experiences, and further states that the content of the MVC website referenced in Paragraph 16 speaks for itself and refers the Court to the MVC website for a true and correct statement of its content in its entirety; and otherwise denies the allegations of Paragraph 16 of the SAC.

17. MORI denies the allegations of Paragraph 17 of the SAC.

18. MORI admits that MVC markets timeshare products to consumers and provides its owners with the ability to use vacation club points, pursuant to all applicable agreements, contracts, terms and conditions, to reserve the usage of accommodations at multiple timeshare resort locations and to secure other vacation experiences, and states that MVC's marketing materials speak for themselves; refers the Court to those materials for a true and correct statement of their contents in their entirety, and otherwise denies the allegations of Paragraph 18 of the SAC.

19. MORI admits that vacation club points can be used, pursuant to all applicable agreements, contracts, terms and conditions, to reserve the usage of accommodations at multiple timeshare resort locations and to secure other vacation experiences, states that the marketing materials referenced in Paragraph 19 of the SAC speak for themselves, refers the Court to those materials for a true and correct statement of their contents in their entirety, and otherwise denies the allegations of Paragraph 19.

20. MORI states that the contents of the MVC website referenced in Paragraph 20 speak for themselves, and refers the Court to the MVC website for a true and correct

statement of its content in its entirety, and otherwise denies the allegations of Paragraph 20 of the SAC.

21. MORI denies the allegations of Paragraph 21 of the SAC.

22. MORI denies the allegations of Paragraph 22 of the SAC.

23. MORI denies knowledge or information sufficient to form a belief regarding the truth of the allegations contained in Paragraph 23 of the SAC regarding statements by third parties, and, as such, the same are deemed denied.

24. MORI denies the allegations of Paragraph 24 of the SAC.

25. MORI denies knowledge or information sufficient to form a belief regarding the truth of the allegations contained in Paragraph 25 of the SAC regarding statements by third parties, and, as such, the same are deemed denied.

26. MORI denies knowledge or information sufficient to form a belief regarding the truth of the allegations contained in Paragraph 26 of the SAC regarding statements by third parties, and, as such, the same are deemed denied.

27. MORI denies knowledge or information sufficient to form a belief regarding the truth of the allegations contained in Paragraph 27 of the SAC regarding statements by third parties, and, as such, the same are deemed denied.

28. Paragraph 28 of the SAC asserts a legal conclusion to which no response is necessary, to the extent a response is required, it is denied. MORI further denies knowledge or information sufficient to form a belief regarding the truth of the allegations contained in Paragraph 28 of the SAC regarding statements by third parties, and, as such, the same are deemed denied.

29. Paragraph 29 of the SAC asserts a legal conclusion to which no response is necessary, to the extent a response is required, it is denied. MORI further states that the transcript of the deposition referenced in Paragraph 29 speaks for itself, and refers to the Court to that transcript for a true and correct statement of its content in its entirety.

30. Paragraph 30 of the SAC asserts a legal conclusion to which no response is necessary, to the extent a response is required, it is denied. MORI further denies knowledge or information sufficient to form a belief regarding the truth of the allegations contained in Paragraph 30 of the SAC regarding statements by third parties, and, as such, the same are deemed denied.

31. MORI admits that ICE collects a service fee of \$19.95 per booking, and otherwise denies the allegations of Paragraph 31.

### **INDIVIDUAL PLAINTIFF'S ALLEGATIONS**

#### **A. Daniel Finerman**

32. MORI admits that Plaintiff Finerman is a party to that certain MVC Exchange Company Enrollment Agreement dated July 24, 2011 (the "Agreement"), the contents of which speak for themselves; that Plaintiff Finerman can use certain vacation club points pursuant and subject to the terms and conditions of the Agreement and any other relevant contract and/or agreement with MORI or certain third party tour operators regarding his timeshare interest, that Plaintiff Finerman can select travel packages from the Explorer Collection of travel packages provided by identified tour operators, that Plaintiff Finerman had 3,075 vacation club points as of July 24, 2011, and otherwise denies knowledge or

information sufficient to form a belief regarding the truth of the allegations contained in Paragraph 32 of the SAC and, as such, the same are deemed denied.

33. MORI admits that Plaintiff Finerman booked a cruise through ICE on a vessel operated by Carnival Cruise Lines and scheduled to depart Ft. Lauderdale on November 9, 2014, that Plaintiff Finerman used 2,650 of his vacation club points and made an additional credit card payment to book the cruise, and otherwise denies the allegations of Paragraph 33 of the SAC.

34. MORI admits that Plaintiff Finerman was connected to a representative of ICE for purposes of booking the cruise, and otherwise denies the allegations of Paragraph 34 of the SAC.

35. MORI admits that Plaintiff Finerman was billed by and paid ICE an additional \$566.17 for Port fees and Government fees, and a \$19.95 processing fee, and otherwise denies the allegations of Paragraph 35 of the SAC.

36. MORI admits that Paragraph 36 of the SAC references what purports to be an email Plaintiff Finerman received from Kalynn Kruger, an ICE representative, using the email address "ourvacationcenter.com" on June 5, 2014, and refers the Court to the full document for its contents, and otherwise denies the allegations of Paragraph 36 of the SAC.

37. MORI admits that port fees, government taxes and the processing fee, which was paid directly to Carnival, could not be paid with vacation club points, and otherwise denies the remaining allegations of Paragraph 37 of the SAC.

38. MORI admits that Plaintiff Finerman paid Carnival the sum of \$566.17, and otherwise denies knowledge or information sufficient to form a belief regarding the truth of

the allegations contained in Paragraph 38 of the SAC and, as such, the same are deemed denied.

39. MORI denies the allegations of Paragraph 39 of the SAC.

**B. Donna Devino**

40. MORI admits the allegations of Paragraph 40 of the SAC.

41. MORI denies knowledge or information sufficient to form a belief regarding the truth of the allegations contained in Paragraph 41 of the SAC and, as such, the same are deemed denied.

42. MORI admits that Plaintiff Devino used vacation club points to take cruises in June 2012, December 2013 and December 2014, and otherwise denies knowledge or information sufficient to form a belief regarding the truth of the allegations contained in Paragraph 42 of the SAC and, as such, the same are deemed denied.

43. MORI denies knowledge or information sufficient to form a belief regarding the truth of the allegations contained in Paragraph 43 of the SAC and, as such, the same are deemed denied.

44. MORI denies knowledge or information sufficient to form a belief regarding the truth of the allegations contained in Paragraph 44 of the SAC and, as such, the same are deemed denied.

45. MORI denies knowledge or information sufficient to form a belief regarding the truth of the allegations contained in Paragraph 45 of the SAC and, as such, the same are deemed denied.



46. MORI denies knowledge or information sufficient to form a belief regarding the truth of the allegations contained in Paragraph 46 of the SAC and, as such, the same are deemed denied.

47. MORI denies knowledge or information sufficient to form a belief regarding the truth of the allegations contained in Paragraph 47 of the SAC and, as such, the same are deemed denied.

48. MORI denies knowledge or information sufficient to form a belief regarding the truth of the allegations contained in Paragraph 48 of the SAC and, as such, the same are deemed denied.

49. MORI denies knowledge or information sufficient to form a belief regarding the truth of the allegations contained in Paragraph 49 of the SAC and, as such, the same are deemed denied.

50. MORI denies knowledge or information sufficient to form a belief regarding the truth of the allegations contained in Paragraph 50 of the SAC and, as such, the same are deemed denied.

51. MORI denies knowledge or information sufficient to form a belief regarding the truth of the allegations contained in Paragraph 51 of the SAC and, as such, the same are deemed denied

52. MORI denies the allegations contained in Paragraph 52 of the SAC.

**CLASS ACTION ALLEGATIONS**

53. MORI admits that Plaintiffs purport to bring this action on their own behalf and on behalf of a putative Nationwide Class, that thousands of persons throughout the United

States who were members of MVC booked a cruise from 2010 to date, and that Paragraph 53 contains Plaintiffs' proposed Nationwide Class definition, and otherwise states that the allegations of Paragraph 53 are legal conclusions which require no response.

54. MORI admits that Plaintiffs purport to bring this action on behalf of a putative Florida class, and that Paragraph 54 contains Plaintiffs' proposed Florida class definition, and otherwise states that the allegations of Paragraph 54 are legal conclusions which require no response.

55. MORI admits that Plaintiffs purport to bring this action on behalf of a putative New Jersey Subclass, and that Paragraph 55 contains Plaintiffs' proposed New Jersey Subclass definition, and otherwise states that the allegations of Paragraph 55 are legal conclusions which require no response.

56. Paragraph 56 of the SAC contains legal conclusions to which no response is required.

57. To the extent that the allegations of Paragraph 57 contain legal conclusions, no response is required. To the extent that a response is required, MORI denies the allegations of Paragraph 57.

58. To the extent that the allegations of Paragraph 58 contain legal conclusions, no response is required. To the extent that a response is required, MORI denies the allegations contained in Paragraph 58 of the SAC and each of its subparts.

59. To the extent that the allegations of Paragraph 59 contain legal conclusions, no response is required. To the extent that a response is required, MORI denies the allegations contained in Paragraph 59 of the SAC and each of its subparts.

60. To the extent that the allegations of Paragraph 60 contain legal conclusions, no response is required. To the extent that a response is required, MORI denies the allegations contained in Paragraph 60 of the SAC.

61. To the extent that the allegations of Paragraph 61 contain legal conclusions, no response is required. To the extent that a response is required, MORI denies the allegations contained in Paragraph 61 of the SAC.

62. To the extent that the allegations of Paragraph 62 contain legal conclusions, no response is required. To the extent that a response is required, MORI denies knowledge or information sufficient to form a belief as to the truth of the allegations regarding the competency of Plaintiffs' counsel, and as such the same are deemed denied, and denies the remaining allegations in Paragraph 62 of the SAC.

63. To the extent that the allegations of Paragraph 63 contain legal conclusions, no response is required. To the extent that a response is required, MORI denies the allegations contained in Paragraph 63 of the SAC.

64. To the extent that the allegations of Paragraph 64 contain legal conclusions, no response is required. To the extent that a response is required, MORI denies the allegations contained in Paragraph 64 of the SAC.

65. To the extent that the allegations of Paragraph 65 contain legal conclusions, no response is required. To the extent that a response is required, MORI states that it maintains records containing the contact information of its members who booked cruises since 2010, and otherwise denies the allegations of Paragraph 65 of the SAC.

66. To the extent that the allegations of Paragraph 66 contain legal conclusions, no response is required. To the extent that a response is required, MORI denies the allegations contained in Paragraph 66 of the SAC.

67. MORI denies the allegations of Paragraph 67 of the SAC.

**COUNT I – VIOLATION OF FDUTPA**

68. MORI repeats and re-alleges its responses to Paragraphs 1 through 67 of the SAC as if fully set forth herein.

69. MORI admits that Plaintiffs purport to assert this cause of action on their own behalf and on behalf of a putative Nationwide Class.

70. The allegations of Paragraph 70 state legal conclusions as to which no response is required.

71. The allegations contained in Paragraph 71 state legal conclusions to which no response is required. To the extent that any such response is required, MORI denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 71 of the SAC, and, as such, the same are deemed denied.

72. MORI denies the allegations of Paragraph 72 of the SAC.

73. MORI denies that it, or any person or entity acting with MORI's knowledge, approval or authority, engaged in the deceptive creation, inflation, collection or retention of government fees and port fees, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 73 of the SAC, and, as such, the same are deemed denied.

74. MORI denies the allegations contained in Paragraph 74 of the SAC.

**COUNT II – UNJUST ENRICHMENT**

75. MORI repeats and re-alleges its responses to Paragraphs 1 through 67 of the SAC as if fully set forth herein.

76. MORI admits that Plaintiffs purport to bring this action on their own behalf and on behalf of a putative Nationwide Class.

77. MORI denies that Plaintiffs or the Class have conferred a benefit upon MORI or any person or entity acting with MORI's knowledge, approval or authority, by paying sums for government fees and port fees which were not owed, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 77 of the SAC, and, as such, the same are deemed denied.

78. MORI denies the allegations contained in Paragraph 78 of the SAC.

79. MORI denies the allegations contained in Paragraph 79 of the SAC.

80. MORI denies the allegations contained in Paragraph 80 of the SAC.

81. MORI denies the allegations contained in Paragraph 81 of the SAC.

**COUNT III – BREACH OF CONTRACT AS TO MARRIOTT VACATION CLUB AS TO THE NATIONWIDE CLASS**

82. MORI repeats and re-alleges its responses to Paragraphs 1 through 67 of the SAC as if fully set forth herein.

83. MORI admits that the named Plaintiffs are members of MVC pursuant to certain contracts, agreements and terms of service, the contents of which speak for themselves, and that Plaintiffs can use certain vacation club points pursuant and subject to the terms and conditions of those contracts, agreements and terms of service and any other relevant contract and/or agreement with MORI or certain third party tour operators regarding

their timeshare interests, and otherwise denies the allegations contained in Paragraph 83 of the SAC.

84. MORI denies the allegations of Paragraph 84 of the SAC.

85. MORI denies the allegations of Paragraph 85 of the SAC.

86. MORI denies the allegations of Paragraph 86 of the SAC.

87. MORI denies the allegations of Paragraph 87 of the SAC.

**COUNT IV - VIOLATION OF NJCFA AS TO BOTH DEFENDANTS AS TO THE  
NEW JERSEY CLASS**

88. MORI repeats and re-alleges its responses to Paragraphs 1 through 67 of the SAC as if fully set forth herein.

89. MORI admits that Plaintiff Devino purports to bring this action on her own behalf and on behalf of a putative New Jersey Subclass.

90. The allegations of Paragraph 90 of the SAC state legal conclusions as to which no response is required.

91. The allegations contained in Paragraph 91 state legal conclusions to which no response is required. To the extent that any such response is required, MORI denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 91 of the SAC, and, as such, the same are deemed denied.

92. MORI denies the allegations contained in Paragraph 92 of the SAC as to MORI and denies knowledge or information sufficient to form a belief regarding the truth of the remaining allegations contained in Paragraph 92 of the SAC and, as such, the same are deemed denied.

93. The allegations of Paragraph 93 of the SAC state legal conclusions as to which no response is required.

94. MORI denies that it, or any person or entity acting with MORI's knowledge, approval or authority, engaged in the deceptive creation, inflation, or collection of government fees and port fees, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 94 of the SAC, and, as such, the same are deemed denied.

95. MORI denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 95 of the SAC, and, as such, the same are deemed denied.

96. MORI denies the allegations contained in Paragraph 96 of the SAC as to MORI and denies knowledge or information sufficient to form a belief regarding the truth of the remaining allegations contained in Paragraph 96 of the SAC and, as such, the same are deemed denied.

97. MORI denies the allegations contained in Paragraph 97 of the SAC as to MORI and denies knowledge or information sufficient to form a belief regarding the truth of the remaining allegations contained in Paragraph 97 of the SAC and, as such, the same are deemed denied.

98. MORI denies the allegations of Paragraph 98 of the SAC.

99. MORI denies the allegations of Paragraph 99 of the SAC.

100. MORI denies the allegations of Paragraph 100 of the SAC.

101. The allegations contained in Paragraph 101 state legal conclusions to which no response is required. To the extent that any such response is required, MORI denies that it, or any person or entity acting with MORI's knowledge, approval or authority, engaged in any unfair or deceptive practices.

102. MORI denies the allegations of Paragraph 102 of the SAC.

103. MORI denies the allegations of Paragraph 103 of the SAC.

**COUNT V – VIOLATION OF FLORIDA TELEPHONE RECORDING LAW  
AS TO BOTH DEFENDANTS AS TO THE FLORIDA SUBCLASS**

104. MORI repeats and re-alleges its responses to Paragraphs 1 through 67 of the SAC as if fully set forth herein.

105. MORI denies the allegations contained in Paragraph 105 of the SAC as to MORI and denies knowledge or information sufficient to form a belief regarding the truth of the remaining allegations contained in Paragraph 105 of the SAC and, as such, the same are deemed denied.

106. MORI denies the allegations contained in Paragraph 106 of the SAC.

**RELIEF SOUGHT**

MORI denies that Plaintiffs are entitled to any of the relief sought in the SAC and further denies that a class should be certified in this action.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

The SAC fails to state a claim against MORI upon which relief can be granted.



**SECOND AFFIRMATIVE DEFENSE**

Plaintiffs and members of the putative class have not suffered any damages as a result of the alleged acts and/or actions of MORI or for which MORI is responsible.

**THIRD AFFIRMATIVE DEFENSE**

Plaintiffs and members of the putative class have not suffered any injury caused by any act or omission of MORI or for which MORI is responsible.

**FOURTH AFFIRMATIVE DEFENSE**

Plaintiffs and members of the putative class have not suffered an ascertainable loss.

**FIFTH AFFIRMATIVE DEFENSE**

Any ascertainable loss suffered by Plaintiffs or members of the putative class was not caused by any act or omission of MORI or for which MORI is responsible

**SIXTH AFFIRMATIVE DEFENSE**

The claims of Plaintiffs and members of the putative class for unjust enrichment are barred because the parties have a valid agreement.

**SEVENTH AFFIRMATIVE DEFENSE**

The claim of Plaintiffs and members of the putative class for unjust enrichment is barred since the Defendants did not receive or retain any benefit from the disputed government and port fees, which were paid directly to third party cruise lines.

**EIGHTH AFFIRMATIVE DEFENSE**

Plaintiffs and members of the putative class would be unjustly enriched by any recovery.

**NINTH AFFIRMATIVE DEFENSE**

The claims of Plaintiffs and the members of the putative class are barred by the doctrines of avoidable consequences and voluntary payment.

**TENTH AFFIRMATIVE DEFENSE**

The claims of Plaintiffs and the members of the putative class are barred, in whole or in part, by the provisions of their relevant contractual agreements, including but not limited to the MVC Exchange Company Enrollment Agreement.

**ELEVENTH AFFIRMATIVE DEFENSE**

MORI's liability, if any, is limited pursuant to the terms of Plaintiffs' relevant contractual agreements, including but not limited to the MVC Exchange Company Enrollment Agreement, and MORI is not liable for any consequential, indirect, or special damages.

**TWELFTH AFFIRMATIVE DEFENSE**

To the extent any telephonic conversations with Plaintiffs were recorded by MORI, the equipment used to record such conversations was furnished to MORI by a provider of wire or electronic communication service in the ordinary course of its business and was being used by MORI in the ordinary course of its business.

**THIRTEENTH AFFIRMATIVE DEFENSE**

To the extent any telephonic conversations with Plaintiffs were recorded by MORI, Plaintiffs were provided with notice prior to such recording, and consented to the recording.

**FOURTEENTH AFFIRMATIVE DEFENSE**

The claims of Plaintiffs and the members of the putative class are barred, in whole or in part, by Plaintiffs' failure to mitigate damages.

**FIFTEENTH AFFIRMATIVE DEFENSE**

The claims of Plaintiffs and the members of the putative class are barred, in whole or in part, by the principle of avoidable consequences.

**SIXTEENTH AFFIRMATIVE DEFENSE**

No person or entity acted with MORI's knowledge, approval or authority in connection with any deceptive creation, fabrication, inflation, collection or retention of port and government fees as alleged in the SAC.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

MORI did not engage in the deceptive creation, fabrication, inflation, collection or retention of government and port fees in connection with any cruise booking, and to the extent that Plaintiffs or the members of the putative class suffered any harm or damage from any improper acts in connection with the conduct alleged in the SAC, MORI is not responsible for such harm or damage.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

Class certification is not appropriate in this action because there are insufficient questions of law and fact common to the entire class; the claims of the Plaintiffs in this matter are not typical of the claims of the putative class; questions of law or fact common to all of the putative class members do not predominate over questions affecting only individual

members of the putative class, and a class action is not superior to other available methods for fairly and efficiently adjudicating this matter.

MORI intends to rely on any additional affirmative defenses that become available or apparent during discovery, and thus reserves the right to amend this Answer to assert such additional defenses.

**PRAYER FOR RELIEF**

WHEREFORE, MORI respectfully requests that judgment be entered in its favor and against Plaintiffs, together with attorneys' fees and costs and such other relief as may be just and proper.

Respectfully submitted this 10<sup>TH</sup> Day of February, 2017.

/s/ Dawn I. Giebler-Millner  
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*Attorneys for Defendant, Marriott Ownership  
Resorts Inc.*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 10th day of February 2017, I electronically filed the foregoing **ANSWER AND AFFIRMATIVE DEFENSES OF DEFENDANT MARRIOTT OWNERSHIP RESORTS, INC., TO PLAINTIFFS' SECOND AMENDED COMPLAINT** with the Clerk of the Court by using the CM/ECF system. I FURTHER CERTIFY that a true and correct copy of the foregoing is being served via transmission of Notice of Electronic Filing generated by CM/ECF on John Allen Yanchunis, Sr., Esq., Morgan & Morgan, P.A., [jyanchunis@forthepeople.com](mailto:jyanchunis@forthepeople.com).

/s/ Dawn I. Giebler-Millner  
Dawn I. Giebler-Millner

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