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Supreme Court

NH Supreme Court
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NO. 2017-0195

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APRIL SESSION

Natalie Anderson
v.
Adam Robitaille et al.

RULE 7 MANDATORY APPEAL OF FINAL DECISION OF THE
9th CIRCUIT COURT – DISTRICT DIVISION – NASHUA

**REPLY BRIEF OF
PLAINTIFF/APPELLANT/PETITIONER NATALIE
ANDERSON**

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ARGUMENT

Rebuttal of Defendants' Mootness Arguments

Defendants made several arguments that the appeal is moot and should be dismissed. The main argument is that petitioner sought to enforce, in district court, her contract rights to remain in the hotel only through 5-31-17 and because petitioner did remain in the hotel until 5-31-17. But this argument is misleading because petitioner did not seek to enforce contract rights in district court. She sought to enforce her right not to have her quiet enjoyment breached and her right to not have lawful procedures circumvented under 540A. Although the rental contract is important to establishing a tenancy, the petitioner was not prosecuting a breach of contract claim in district court. In fact, the district court judge explicitly stated he would not address any contract claims in his court and that the 540A action was not the proper forum for breach of contract claims¹. Conversely, petitioner only argued for contract rights subsequently in superior court. To the extent that defendants want to argue mootness based on petitioner's contract rights, this is only relevant in superior court, which is ongoing.

Defendants also argue that petitioner could have used the *Aimco* case² to remain in defendants' property, even though the district, superior and supreme courts denied petitioner's request to further remain in defendants' property (beyond 5-31-17). This is a novel, strange and even absurd argument made for first time by defendants³.

Similarly, the appeal cannot be moot because petitioner is entitled to damages if the court finds she was a tenant. Defendants violated the right to quiet enjoyment and sought to circumvent the lawful procedures under 540A and these infractions carry with it damages. In *Wass v. Fuller*, 158 NH 280 (2009), this court held that if a violation under 540A is found by a lower court, that said court has an obligation to award damages even if damages or costs were not specifically pleaded by the petitioner in lower court. See also *Carter v. La Chance*, 146 NH 11 (2011) which upheld the calculation of damages for violations of 540 A4 as either \$1000 or actual damages.

¹ See January 18th court transcript, p. 5-6.

² *Aimco Properties LLC v. Dziewicz*, 152 NH 587, 883 (2005). See p. 30 of opposing brief.

³ Without a stay or restraining order in place or a finding that she was a tenant, the petitioner could be subject to physical violence by defendants or the police including death, if she remained in the property beyond 5-31-17. Petitioner was not going to subject herself and her family to such danger and it is ludicrous for defendants to suggest that she defiantly should have or could have stayed in the property beyond 5-31-17 without a stay or injunction, based on this obtuse interpretation of the *Aimco* case.

Hence, petitioner would be entitled to damages under 540A in district court, not based on breach of contract, but based on breach of quiet enjoyment and based on circumventing lawful procedures under 540A. **This alone obliterates defendants' mootness argument.** Moreover, petitioner incurred expenses in district court. Also, petitioner had an agreement with the New Hampshire Legal Assistance (NHCLA) that legal fees incurred by their representation in district court would be paid to them if the district court found in their favor and awarded legal fees. Further, defendants several times sought to remove petitioner in violation of 540A and each time it constituted a breach of quiet enjoyment⁴.

Further, in the superior court preliminary injunction hearing on 5-8-17, defendants argued that petitioner's request for preliminary injunction should be denied because petitioner could seek damages for her contract claims and discrimination claims, etc., in a full-blown damages trial. If merely staying in the property through 5-31-17 would eliminate damages, then the superior court judge would not have allowed petitioner to stay until 5-31-17, while yet instructing petitioner to pursue damages for her contract claims and discrimination claims in a subsequent full damages trial. Defendants are thus also estopped from making this argument here in supreme court. Defendants' attempt to make this appeal about breach of contract is an attempt to misdirect this court.

Similarly, when defendants brought, in superior court, a motion to dismiss the petitioner's contract and discrimination claims based on '**res judicata**' arguments, the superior court ruled⁵ that the contract and discrimination issues were not 'res judicata' because they were never adjudicated or litigated in district court. In that ruling, the superior court stated that the rights under 540A pursued by petitioner in district court were different and distinguishable from the rights pursued under 354 and under contract theory, etc., in superior court. Defendants have neglected to be upfront about this to this court.

To the extent that any issue is moot, it is only the issue of possession⁶ of the unit, but not the entire case, not the issue of damages and not whether as a matter of law, petitioner should have been deemed a tenant and not a guest. Also, defendants argue that petitioner voluntarily relinquished possession, but this is a misnomer. It is

⁴ Defendants attempted to breach quiet enjoyment in December 2016, and several times in January, February, March and April 2017. The mere act of attempting to remove petitioner without lawful process under RSA 540A is itself a violation and is subject to damages. They also illegally locked petitioner out of her room on 3 occasions. These violations carry damages which accrue under RSA 540A and 358.

⁵ See Superior Court Ruling-Addendum Exhibit 5 attached.

⁶ This was the point made by petitioner in her Emergency Motion to Stay filed in this court on 5-30-17. Defendants have twisted her point to insinuate that she implied that the entire case would be moot if she vacated the property. This is not true.

equivalent to constructive eviction. Petitioner had no choice but to leave the property given implied threat of police removal and possible violence. Moreover, a breach of quiet enjoyment claim can be brought after a tenant relinquishes or loses possession. This was proven in the *Evans* case. Hence, the invasion of rights by a landlord is still ripe for adjudication while a tenant is in possession and after a tenant relinquishes or loses possession.

Hence, the issues of controversy between the parties have not been resolved and so this appeal is not moot. Moreover, the issue of whether petitioner was a tenant or guest is a matter of tremendous public importance and it is well-established that this court has the authority and responsibility to address such weighty matters for the benefit of the public, and to set precedent on disputed questions of law.

New Developments Regarding Judge Paul Moore Subsequent to Petitioner's 2-20-18 Brief

On 3-12-18, the NH Attorney General's Office opened a criminal investigation into the conduct of Judge Paul Moore ("Judge Moore") and this court suspended him, as a result of falsifying evaluations and impersonating others in filling out positive evaluations of himself. After the judicial conduct committee (JCC) filed formal charges against Judge Moore, he responded by admitting to the allegations. Since then (as of 4-10-18) Judge Moore has resigned. Another troubling fact is that Judge Moore admitted that he sought to involve landlords⁷ and their attorneys in his evaluation process because of his belief that they would give him favorable or positive evaluations. Similarly, the JCC stated the following in their formal charges:

Based upon the above-recited facts and circumstances, Circuit Court administration concluded that in addition to targeting specific state officials and **landlords to receive notice of the evaluations**, it was also more likely than not that Judge Moore and/or someone working directly on Judge Moore's behalf and with Judge Moore's knowledge and acquiescence completed online surveys in an effort to artificially boost Judge Moore's overall score.

Also, according to news reports⁸, Judge Moore sought to "stack" candidates for his evaluations to be among landlords who he believed would give him positive evaluations. The above serves as extra-judicial evidence of Judge Moore's bias in favor of landlords, which is the exact concern petitioner raised in her two motions⁹ for recusal of Judge Moore. Judge Moore's pre-disposition towards landlords suggests that he had routinely given (or had made up his mind to routinely give) favorable rulings to landlords. Otherwise, why were tenants and/or their

⁷ In his response to the JCC's charges, Judge Moore stated: "*I asked the clerk's office for a complete list of the names and mailing addresses of civil attorneys, mediators in civil cases, and landlords who appeared before me.*"

⁸ See news report by Nashua Telegraph March 13, 2018 titled "*Judge allegedly forged dozens of evaluations: District Court judge formally charged with interfering with his judicial review*". See Nashua Telegraph Article -Addendum Exhibit 20 attached.

⁹ See App Vol 1, p. 246, 256 & 268.

attorneys not on his list? Given that Homewood is considered a landlord for purposes of this case, then it stands to reason that Homewood was a beneficiary of this bias.

Article 35 of the NH Constitution's Bill of Rights declares "*that there be an impartial interpretation of the laws, and administration of justice. It is the right of every citizen to be tried by judges as impartial as the lot of humanity will admit.*" The above cast serious doubt upon the impartiality of Judge Moore (or the appearance thereof), as it relates to petitioner's case. This is relevant to petitioner's motion to recuse Judge Moore because of judicial bias and other questionable conduct. Rather than focused on fair-minded adjudication, Judge Moore was evidently focused on getting favorable evaluations from the landlord or its attorneys.

Equally troubling is Judge Moore's further response¹⁰ to the JCC's formal charges as follows:

I submitted evaluations using personal devices immediately after **I had vomited at the courthouse due to anxiety**. I am ashamed of my conduct and have worked tirelessly, both before these events transpired and even more concertedly since the filing of this complaint, to seek needed avenues of help for myself **to address my deteriorating physical condition and my PTSD diagnosis**.

The list of individuals scheduled to evaluate me "**caused me great distress**", and **I allowed myself to become disturbed and wholly consumed with anxiety related to the process for my judicial evaluations. While my angst was unfounded, I had become preoccupied by "my deteriorating physical and mental condition, which had already begun to manifest itself in regular panic attacks and constant sleep deprivation during the time period in question. I fostered personal and professional fears that my growing physical and mental symptoms would be detected by others through possible negative judicial evaluations of me.**

Rather, I submitted these evaluations in groups extremely quickly, as **a coping mechanism to manage stress and anxiety when it reached a tipping point in me**. I welcome providing a **full update regarding my current physical and mental diagnoses...**".

So, by his own admission, Judge Moore had been suffering a deterioration of mental symptoms, including deep anxiety, stress, sleep deprivation and panic attacks, that impaired his judgment and ethics. The salient events cited in the JCC complaint started in early July 2017. Petitioner's case occurred from 1-9-17 thru 3-31-17. Her appeal began on 4-10-17. This was part of the relevant time period in which Judge Moore's mental health was deteriorating and during which, by his own admission, he sought to hide his mental symptoms from others. This is also relevant to the fact that petitioner, on or about 12-15-17, discovered that a new ruling by Judge Moore (on the **motion for void judgment**) was added to the district court file surreptitiously, and with no date¹¹ on the ruling and with no clerk's order or entry on the case summary showing that a ruling by Judge Moore had subsequently been issued. This indicates that Judge Moore altered court records by making secretive "after-the fact" additions

¹⁰ See attached Addendum Exhibit 13: Judge Moore's Response to JCC Formal Charges.

¹¹ NB: This addition to the file by Judge Moore was thus done some time after 5-31-17 and prior to 12-15-17. See App. 3, p. 628-632.

to court files that were to be later transferred (as part of the appendix of the record) to this court, in an attempt to apparently influence this court's decision, and in an attempt to create a false record, designed to give the impression that a detailed ruling had been made all along¹².

Hence, it stands to reason that the same breakdown in mental fitness and ethics that caused Judge Moore to falsify his evaluations, also resulted in him altering petitioner's district court record surreptitiously. This again suggests a bias against petitioner and a fear of criticism affecting his judgment with respect to petitioner's case.

Further Public Interest Argument Based on Disparate Impact Discrimination

As defendants have referenced petitioner's race discrimination claims, it is important to note a public policy conundrum implicated in this case. Housing has always had a disproportionate impact on black families in America. It is not different in NH. The law needs to ensure hotels do not discriminate against their black long-term residential tenants. A hotel operator is literally free to discriminate or retaliate against such black tenants who have no protection because hotels can immediately eject such tenants for any reason under RSA 353. The protections enacted into law to protect black citizens in their housing are codified into tenant protection laws. But if hotel operators who also operate as landlords are able to circumvent these laws, then they have found a loophole that can be exploited and thus they can visit havoc, misery and dire consequences upon black residents¹³. This is a loophole in the law. This loophole must be closed.

Although RSA 354 prohibits ejection from housing or from a hotel based on discrimination or retaliation, a black long-term occupant of a hotel (even one who has a rental agreement for one or two years) has no protection¹⁴ from discrimination or retaliation. The hotel can simply deny that the black resident has a proper lease and/or tenancy, and then deny that there is any discrimination and proceed to immediately evict the black resident

¹² Hence, this ruling should be stricken as the petitioner previously requested by motion filed in February 2018 which is still pending.

¹³ NB: This is similar to the issue of disparate impact related to landlords denying tenant applications because of a criminal record. The courts have ruled that, though appearing facially neutral, this policy has a disproportionate effect on the black population and that the issue should be looked at on a case by case basis, where to avoid discrimination, landlords must first consider what a felony conviction was for, how long ago it was, and what the applicant has done since, before rejecting a potential tenant.

¹⁴ In most cases, a resident will not have time to file a TRO because a hotel, under RSA 353, has the power to immediately evict the resident and to have the police remove them by force and subject them to arrest. This is especially harmful for a long-term resident who has to quickly move a year's worth of belongings and household property in a very short time.

with impunity¹⁵. By requiring hotel operators who rent to long-term residents to abide by 540A procedures, it restores protections against discrimination and prevents exploitation of this loophole.

A legal interpretation or hotel policy that allows a black long-term resident to be “thrown out” for any reason immediately without having to go through 540A procedures, which may seem race-neutral, is still a policy or legal interpretation that has or will have “an unjustified discriminatory effect.”¹⁶ See *E.E.O.C. v. Steamship Clerks Union*, local 1066, 48 F.3d 594, 601 (1st Cir. 1995) (“*Discrimination may also result from otherwise neutral policies and practices that, when actuated in real-life settings, operate to the distinct disadvantage of certain classes of individuals.*”). Disparate impact will result because: 1) long-term rental arrangements are usually made by phone (or by email) with a hotel manager who may not know that the resident is black until they arrive at the property, after which the hotel manager may desire to find a way to get rid of them; 2) black long-term residents have more time to detect and complain about mistreatment or discrimination, which may offend managers and thus subject them to retaliation. The petitioner fell into both of these categories. Because defendants acted on their assertion that 540A did not apply to petitioner (and Judge Moore agreed), they were able to circumvent the protections afforded under 540A.

The state of NH already has a very low percentage of blacks as part of its population. When black families are seeking to transition to NH, it is not unusual for them to seek temporary living arrangements in hotel or hybrid properties until they can find or secure suitable or affordable permanent accommodations. Hence, residential hotels may become their home for the time being. If hotels are allowed to evict such residents without going through 540A, then black families will likely have to leave the state of NH, further reinforcing the low numbers of blacks as well as other patterns of segregation¹⁷. Hence, this court’s decision in this appeal has far-

¹⁵ Given that hotel landlords inevitably threaten the use of physical violence in removing those they seek to eject, it is incumbent that hotel landlords be prohibited from self-help, because otherwise, this sets up a scenario of escalating harm to black long-term residents. The court should intervene to define that a black long-term resident of a hotel or hybrid property who has resided at such a property for either 30 days or 90 days or 185 days or a year, etc. (i.e. whatever is the line that the court discerns that the legislature intended from the various statutes or otherwise based on the principles of a just society) cannot be evicted without going through 540A procedures.

¹⁶ This also could impact other protected classes such as disabled persons, etc. It should be noted that the petitioner indicated her spouse’s medical situation/disability to the defendants and in her 540A petition.

¹⁷ This was the situation of the petitioner. She was transitioning from MA to NH and sought to utilize Homewood as her home for the foreseeable future. Further, after petitioner vacated defendants’ property for 6-1-17, she had not secured regular living accommodations both leading up to as well as subsequently to 6-1-17. Since then, as this court is aware, she temporarily relocated to FL to be with family. This served to disenfranchise the local community and diminish civic empowerment, especially considering that Ms. Anderson has been active, since early 2016, in the local communities of NH where she attends church and where she works with local leaders on civil rights issues including being appointed by the NAACP to be a project leader for a special project seeking to create better dialogue between police departments and local citizens (especially minority communities), across the state of NH.

reaching implications beyond the obvious, in that it could mean either the end or the perpetuation of a loophole that allows disparate impact discrimination to occur unabated in the state of NH.

The NH legislature did not intend to undermine its own public policy goal of ending discrimination in housing (or in hotel accommodations for that matter). See *Appeal of Mascoma Valley Reg. School Dist.*, 141 N.H. 98, 100 (1996) ("*our goal is to apply statutes in light of the legislature's intent in enacting them and in light of the policy sought to be advanced by the entire statutory scheme.*"); *Kalloch v. Board of Trustees*, 116 N.H. 443, 445 (1976) (*noting presumption that legislature would not enact legislation that nullifies to an appreciable extent the purpose of a statute*). By ruling that long-term residents¹⁸ of a hotel must be afforded 540A protections, this court will affirm the legislature's intent to eliminate discrimination in both housing and hotel accommodations in the state of NH.

Compelling Evidence of Tenancy Created

In the case of petitioner, there are strong indicators that a tenancy was established as follows:

1. Petitioner paid biweekly or monthly rent;
2. Petitioner did not have another residence; [NB: This shows intent to be domiciled].
3. Petitioner spent every night at the property; [NB: This shows intent to be domiciled].
4. Petitioner received mail at the property; [NB: This shows intent to be domiciled].
5. Petitioner moved her own furniture into the property as well as over 20 personal storage boxes;
6. Petitioner's conduct indicated petitioner made Homewood dwelling her home for the time being;
7. Petitioner's conduct indicated an intention to "reside" at the hotel rather than merely stay there temporarily;
8. Petitioner had access to cooking facilities in the rented unit as it is equipped for long-term living;
9. Petitioner had an incredibly long length of stay i.e. over 14 months at the time defendants sought to eject;
10. Petitioner had a "special contract" for long-term rental of her unit, which totaled 18 months.
11. Petitioner's residency was not on a daily or weekly basis but was for one year and then an additional 6 months;
12. Petitioner was not a transient occupant (as per CFR, Nashua City Ordinances; RSA 78, and common sense);
13. Petitioner exercised exclusive control over the unit; defendants agreed to suspend room cleaning service and thus effectively relinquished control over the rented unit;
14. Defendants, by their own admission, treated petitioner (due to her tenure) differently than other long-term guests of shorter duration than petitioner, by agreeing to special rates and privileges for petitioner at the outset; and by foregoing certain regular hotel policies or practices at petitioner's request or insistence;
15. Defendants charged/collected payment from petitioner on a bi-weekly or monthly basis, which is not in the same manner as they do for other guests. Petitioner paid rent on special terms/special basis/special timing.
16. Defendants provided petitioner and other long-term guests with benefits unavailable to short-term guests;

¹⁸ This ruling would only apply to long-term residents of a hotel, not to transient or overnight guests.

17. Petitioner did not make rental arrangements using any online system but instead made arrangements through the sales office directly; the sales office entered/processed petitioner's info. without her using online system;
18. Defendants' sales manager ("Jayme Putnam" or "Ms. Putnam") used the terms "housing" and "tenure" in reference to petitioner's residency as evidenced in her November 2015 and November 2016 emails;
19. In addition to the first-year contract, petitioner had a contract to rent the unit for additional 6 months from 11/20/16 through 5-31-17. By starting to bill and charge petitioner at new contract rate of \$89 per day, the General Manager confirmed the renewed contract at the new contract rate.¹⁹
20. Defendants' terms and conditions do not state anywhere that long-term guests do not become tenants.
21. There was no communication written or oral from Homewood stating that there can be no tenancy created with petitioner. There is nothing in the emails between Ms. Putnam and Ms. Anderson showing that there was an intent to limit the creation of a tenancy. Petitioner was treated as or like a tenant.
22. Homewood was petitioner's only home and domicile because: 1) she resided for 14 consecutive months before Homewood attempted ejection. 2) she entered into a rental contract for housing for at least 18 months with option to renew or extend as needed. 3) She was active in local community where she attended church and joined the local NAACP. 4) She moved her belongings into Homewood including her own furniture and over 20 tubs. 5) She had no other physical residence. 6) Due to her spouse's pending 2015 bankruptcy (largely resulting from setbacks with a business entrepreneurship endeavor, among other things), there was anticipated difficulty in renting from a regular apartment at the time, though Ms. Anderson never filed bankruptcy herself. NB: Mr. Robitaille, the general manager, also previously filed bankruptcy in NH.

Further Argument That Homewood is a Hybrid Property and not a Traditional Hotel

The defendants admit Homewood Suites of Nashua ("Homewood") is a hybrid property, in that it caters to both long-term residents as well as transient guests. Similarly, the defendants admit that 26% to 48% of customers are not transient guests, which supports plaintiff's position that it is a hybrid property. Normal traditional hotels do not have 48%²⁰ of their occupants residing at the property for over 6 months.

Thus, Homewood is an apartment hotel (also extended stay hotel) because they provide apartment amenities absent from other hotels, such as full kitchens²¹. Similarly, further evidence that Homewood is a

¹⁹ NB: For fuller treatment or confirmation of the above, see App. 1, Plaintiff's Objection to Motion to Dismiss, starting on p. 114, as well as more specifically the affidavits and exhibits starting on p. 129; and see also App. 1, Plaintiff's Sur-reply to Defendants' Reply to Plaintiff's Objection to Motion to Dismiss, starting on p. 191 as well as more specifically see exhibits starting on p. 212.

²⁰ The sales manager, Ms. Putnam, stated on the trip-advisor website that over 50% of Homewood's guests are extended-stay/long-term occupants. See App. 1, p. 169-172 and p. 216-219; App 2, p. 471-473.

²¹ There are various reasons to consider an apartment hotel. The main reason is economics in that the longer the stay the better the cost savings including lower rents and savings due to meals by the hotel or self-preparation of food in a full kitchen. Also, many different types of people live in apartment hotels when one is between houses, has lost one's residence due to unforeseen circumstances, has recently relocated for a new job, or is going through a divorce or separation, or by those with an uncertain future, with bad credit that makes renting apartments difficult, or who wish to live simply.

“hybrid” property or an apartment hotel is in the definitions of the Code of Federal Regulations (CFR) and City of Nashua Code of Regulations for Land Use. According to CFR, an establishment that “*provides residential facilities complete with bedrooms and kitchen for periods longer than 3 months would not be considered a hotel within the meaning of the Act*”. Thus, Homewood does not meet the definition of a hotel for federal regulation purposes in the treatment of retail revenues and employees’ exemptions. Similarly, the CFR states that an establishment is also not considered a hotel if it caters to those who are not transients. A transient is defined by the code as “*a guest who is free to come and go as he pleases and who does not sojourn in the establishment for a specified time or permanently. A transient is one who is entertained from day to day without any express contract or lease and whose stay is indefinite although to suit his convenience it may extend for several weeks or a season.*”²² Ms. Anderson had a contract for a year and 6 months, and thus, under this definition is not a transient. Also, the City of Nashua Code of Regulations for Land Use²³ defines a HOTEL as “*a building or any part of a building containing rooming units without individual cooking facilities, for transient occupancy and having a common entrance or entrances, including an inn, motel, motor inn and tourist court, but not including a boardinghouse, lodging house or rooming house.*” Hence, Homewood is not a hotel, or at least not a traditional one.

Similarly, according to its own franchise document²⁴, Homewood is designed to appeal primarily to extended-stay or long-term guests, not short-term guests i.e. “*we may also appeal to short-term guests*”. This means that transient guests are not a primary purpose for the business of Homewood. Although they compete with hotels that cater to transient guests, their franchising business plan affirms their strategy to largely compete with corporate apartments, apartment rentals or other properties that cater to long-term or extended stay occupants. They have a specially designed business model focused on traversing non-traditional lines of business for a traditional hotel. This is reflective of the transformation that the market has been undergoing i.e. in that many hotels are now becoming apartments offering hotel services²⁵. This is what Homewood was designed to be i.e. an apartment offering hotel services or a hotel designed as an *apartment*. Their franchise document also states that: “*“Gross Rooms Revenue” means all revenues derived from the sale or rental of guest rooms (both transient and permanent) ...*”²⁶.

²² NB: For the text of the pertinent Code of Federal Regulations, see Addendum 4 attached.

²³ See City of Nashua Code of Regulations for Land Use Addendum 5 attached.

²⁴ See App. 2, starting on p. 428; more specifically, see p. 469, Ex. 9: Homewood Franchising Agreement Excerpt.

²⁵ See US Census Bureau Study on People Who Live in Hotels - Addendum Exhibit 16 attached.

²⁶ See Homewood Franchising Agreement Excerpt.- Addendum Exhibit 11 attached.

Thus, defendants admit they focus on revenues from both transient and permanent rentals. In this context, a permanent rental involves a tenant because they reside long enough to be considered “permanent”.

Moreover, the fact that a hotel occupant is a loyalty-rewards member (as petitioner was) does not mean that such a person cannot be a tenant. It simply means that loyalty is another perk for extended-stay residents who choose to live or reside long-term at a hotel. Moreover, a loyalty program does not preclude existence of a tenancy contract between hotel and resident. Many large corporate-owned landlords offer loyalty rewards to tenants²⁷. Could such landlords avoid eviction procedures because of such loyalty programs? This would be absurd.

According to defendants, the NH legislature meant nothing by defining a permanent resident as a hotel occupant residing for 185 days, as this was just an artificial contrivance for taxing purposes with no real effect upon the status/rights of such an occupant. But the legislature does nothing without a reason and they write law with the intention of various sections being consistent with each other²⁸. They also used the word ‘tenant’ in RSA 78 to describe a ‘permanent resident’. This court should take the legislature at their word. The plain meaning of the text of RSA 78 explicitly uses the term ‘tenant’ and ‘permanent resident’ as equal to each other. The defendants would like to argue that ‘tenant’ does not mean ‘tenant’ but means something else; and ‘permanent resident’ has no meaning. Yet, whatever ‘permanent resident’ means, it does not mean ‘transient guest’. In light of the above, under no reasonable interpretation could petitioner be considered as a transient guest. Also, several other states drop the tourist taxes for a ‘permanent resident’ defined as living in a hotel for 30 days or more and as having acquired tenancy rights. Similarly, the Census Bureau, which is required to count all residents of a state, defines “usual residence,” as the place where a person lives and sleeps most of the time, when determining the state and location in which a person resides. See Census Bureau Study- People Who Live in Hotels-Addendum 16.

Further Evidence that Defendant Adam Robitaille’s Affidavit is Defective and Invalid

Regarding Mr. Robitaille’s Affidavit, defendants have not addressed the issue of swearing under oath to the facts. A notary signature cannot replace the act of the affiant swearing to the facts under oath and under the pains and penalties of perjury. Defendants know that the mere presence of the signature of a notary who merely

²⁷ See Landlords Offering Loyalty Rewards to Tenants - Addendum Exhibit 18 attached.

²⁸ It is a fundamental canon of statutory construction that words are to be given their ordinary meaning; and that potentially conflicting statutes should be construed so as not to create contradiction but to facilitate harmony and to avoid an absurd result.

attests that the person signing the document is in fact the person who is signing the document (and not some other person etc.) is not the same thing as the person signing the document actually swearing under oath under the pains and penalties of perjury that the facts are true. See *Orsi v. Kirkwood*, 999 F.2d 86, 91 (4th Cir. 1993) (“*We have no desire to make technical minefields of summary judgment proceedings, but neither can we countenance laxness in the proper . . . presentation of proof.*” *Id.* at 92). Nowhere in the document signed by Mr. Robitaille does it contain the words “under oath” or “under pain and penalties of perjury”. Hence, it is an invalid affidavit. Defendants have not denied that these words are missing from the affidavit. But instead they bluntly argue that NH Law says it is sufficient for a notary to sign a document as indication that the affiant has in fact sworn to the accuracy of the contents of the affidavit even without the document stating that he/she has done so. This is a pure misrepresentation of NH Law and Mr. Terrell/Mr. Snow know better. See *Salitan v. Tinkham*, 103 NH 100 (1960) (*they were entitled to prevail only upon the strength of the affidavit which they filed. See 6 Moore’s Federal Practice (2d ed.) s. 56.15[3].*)²⁹ See App. 3, p. 612.

Further Argument for Petitioner’s Exclusive Possession

Defendants’ assertion that “*Hotel guests do not acquire such possessory rights*”, assumes the conclusion it is supposed to prove and is thus a circular argument. Also, defendants did not (by their own admission) require that petitioner relinquish control for at least 11 months after February 2016. This fact by itself is sufficient to establish that petitioner had exclusive control. If there was ever a question about who had exclusive control prior to February 2016 (i.e. petitioner asserts that she requested/used housekeeping services only once in February 2016 and thus had exclusive control from the beginning of her tenancy in November 2015), then, to the extent this is disputed, the question was clarified subsequently when Homewood relinquished control over the unit for the next 11 months. Moreover, defendants are estopped from arguing that they had exclusive control due to *Evans*³⁰, where Ms. Evans argued that the owner, for 9 months, failed to take action that showed it considered Ms. Evans to not be a tenant. Similarly, by failing to take action for 11 months, Homewood led Ms. Anderson to believe she was a tenant and had exclusive control. To allow a property owner to take no action on a violation of a hotel policy for almost one year, and then suddenly, without warning, engage in self-help to evict residents (based on alleged violation of hotel policy) would permit the very kind of abuses 540A was intended to prevent.

²⁹ See *United States v. Bueno-Vargas*, 383 F.3d 1104, 1111 (9th Cir. 2004); *Nissho-Iwai Am. v. Kline*, 845 F.2d 1300, 1305 (5th Cir. 1988).

³⁰ See *Evans v. J. Four Realty, LLC*, 164 N.H. 570 (2013). See also page 15 of the opposing brief of petitioner Mary Evans.

Moreover, defendants' reference to notes with purported statements by petitioner's spouse (i.e. "*when contacting Hilton Guest Assistance Line*") are edited, incomplete³³ and manipulated. This is indicated by star ellipses (i.e. ***) inserted at the start, in middle and/or at end of the notes. Petitioner disputes these 'self-serving' notes as either untrue or misleading, as she did in district court³⁴. Also, much of these notes were stricken in district court. See App 1., p. 87-88. Yet, these disputed 'notes' do not outweigh the evidence of petitioner's exclusive control.

Defendants never refuted that they submitted false evidence regarding a bathroom sticker in petitioner's bathroom³⁵. This is most strange given that petitioner alleged that both counsel and Mr. Robitaille knowingly submitted false evidence to the district court, which is a serious offense, and given that petitioner, in her brief, made a dare to defendants to answer this in their brief. Their silence should be construed as a tacit or implicit admission. Similarly, defendants went to great trouble to avoid swearing under oath even after they were instructed to do so by Judge Moore. The factual basis of defendants' pleadings must be ignored, leaving only the factual averments of petitioner/her spouse. Hence, the case must be decided in favor of petitioner. Otherwise, it should be remanded so that defendants can go under oath. This also goes to the heart of exclusive control issue.

More Arguments for Petitioner as Tenant and not Guest

Defendants' dispute that petitioner was charged biweekly or monthly³⁶, but yet admitted in district court that the plaintiff's card was "charged at two-week intervals". See App. 1, p. 185 (para. 4). A security deposit is not necessary for a rental contract creating tenancy. Some rental contracts do waive security deposits, especially when the tenant has good credit or when renting to family or friends, etc. But defendants did take from petitioner the equivalent of a security deposit by charging extra amounts way beyond the agreed upon biweekly or monthly rate as a future security. She was charged the entire month of Dec. 2016 (and part of Jan. 2017) in advance.

Petitioner was owed \$2800 in tax refunds under RSA 78. Homewood used that refund to cover future charges by adding it to her hotel folio/account, instead of giving it to petitioner, forcing her to use it to pay for months in advance of future rent³⁷. When she insisted on having it given to her as cash/check, Mr. Robitaille refused and

³³ This is further shown on App.1, p. 68 where sentences are incomplete/cut off (e.g. "guests made a...").

³⁵ See App. 1, p. 169-172 and p. 216-219; App 2, p. 471-473. In Exhibit L submitted to the lower court on 1-27-17, Mr. Robitaille claims that a photo of a sticker-notice is placed on the bottom corner of the mirror in every guest bathroom. See App. 1, p. 87 and p. 99

³⁶ See Addendum Exhibit 4-Petitioner Redacted Bank Records and Hotel Folio Statement; Addendum Exhibit 6 - Superior Court Transcript Excerpt; and Addendum Exhibit 8 - Email Exchange with Mr. Robitaille.

³⁷ NB: It was not used to cover arrears as there was none and the hotel account was current at the time defendants seized the refund.

opportunity to increase rates from \$84 to \$89 per day. This shows a lease contract, where rates only increased after the expiration of the prior lease term. Also, petitioner was not using Homewood for a 'business' purpose. It was rented for housing/residential purposes. Ms. Anderson lived there for 18 months. The residential component is not incidental but is the only component. There is no business use contract and no discussion of a business purpose with Ms. Putnam in Nov. 2015 (i.e. only housing needs were discussed). Moreover, if a person rents a unit to live in because of a new job, that does not transform a residential use of the unit to be for a 'business' use.

All petitioner's mail went to Homewood as its final destination. Some mail went directly to Homewood. Other mail handled by UPS was forwarded to Homewood. Whether or not Homewood got all individual pieces of mail belonging to petitioner separately is irrelevant because all mail handled by the UPS mailbox service was forwarded to petitioner's address at Homewood, in bulk/tranches, and no mail was not forwarded to any other address. So, the issue is whether petitioner got mail at Homewood (which she did), not the package it is in or if it is in bulk.

Defendants made false statements that the supplemental exhibits with plaintiff's sur-reply were not submitted to district court. But appendices filed in this case show first and last pages date-stamped with 2-14-17 and a clerk's seal stating "true attest copy". See App.1 p. 212- 238. Also, the case summary shows entry of the exhibits on 2-14-17. A new copy of these exhibits is attached with clerk's seal on each page. Also, defendants reintroduced extraneous, untrue, inflammatory and irrelevant issues stricken from district court record. See App 1., p. 87-88.

Conclusion

Finally, petitioner would like to bring to the court's attention that defendants have not answered key questions posed by petitioner in the conclusion of her brief filed 2-20-18. Even after petitioner laid down that challenge, defendants have avoided answering them. This demonstrates that petitioner should prevail in this case. For all of the foregoing reasons, this Court should reverse the lower court's ruling and find that 540A applies, and grant the relief requested by petitioner in her brief. Additionally, the court should award Ms. Anderson damages, legal fees and costs in district court, as well as costs of this appeal.

Respectfully submitted,

Natalie Anderson
119 Drum Hill Rd, #233,
Chelmsford MA 01824
617-710-7093

Dated: April 16, 2018

ADDENDUM SUPPLEMENT

FOR

Petitioner's Reply Brief

RULE 7 MANDATORY APPEAL OF FINAL DECISION OF THE
9th CIRCUIT COURT – DISTRICT DIVISION – NASHUA

By: Natalie Anderson, pro se
119 Drum Hill Rd, #233
Chelmsford MA 01824
617-710-7093

April 16, 2018

Exhibit 1- Email Exchange with Jayme Putnam and Natalie Anderson Showing Establishment of a Contract [email printed in descending order of date]

3/25/2018

Mail - Liberty_6@msn.com

RE: Homewood Suites

Jayme Putnam <Jayme.Putnam@Hilton.com>

Mon 11/14/2016 9:44 AM

To: Liberty_6 <Liberty_6@msn.com>;

Hi Natalie,

We would be glad to extend you. Due to high demand (even off season) we would be asking for a rate increase from \$84 to \$89. This still keeps your rate well below any other guest. Our current market ADR for a 30+ stay is \$119 to \$129. In the past month I have stopped offering discounts to long term guests, but given your tenure here we certainly would continue to offer a discount.

Jayme Putnam
Sales Manager
Homewood Suites by Hilton Gateway Hills Nashua
www.gatewayhillsnashua.homewoodsuites.com

15 Tara Boulevard

Nashua, NH 03062

hotel phone: 603-546-7470
cell: 603-343-8802

From: Liberty_6 [Liberty_6@msn.com]
Sent: Friday, November 11, 2016 1:27 PM
To: Jayme Putnam
Subject: Re: Homewood Suites

Hello Jayme,

I am following up to extend our stay for an additional 6 months through May 31st, 2017. I believe the front desk said it would be processed via the Sales Office. Please let me know if you have any questions.

Thank you,
Natalie Anderson
Room# 411

From: Liberty_6 <liberty_6@msn.com>
Sent: Thursday, November 19, 2015 4:35 PM
To: Jayme Putnam
Subject: RE: Homewood Suites

3/25/2018

Mail - Liberty_6@msn.com

Hello Jayme,

Thanks for the information. We plan to visit sometime in the evening likely between now and Saturday. Please let me know if there is someone who could give us a quick tour/peak at the room(s), in the event you are not there when we arrive. In the meantime, can you hold a 1br king suite for us with a check-in on Sunday, Nov 22nd? We'd prefer a top floor in a quiet section, if possible.

Let me know if this is feasible.

Thanks much,
Natalie Anderson

> From: Jayme.Putnam@Hilton.com
> To: liberty_6@msn.com
> Subject: Homewood Suites
> Date: Tue, 17 Nov 2015 22:37:25 +0000

>
> Hello Natalie,

>
> It was a pleasure speaking to you about your needs for extended stay housing. Per our conversation I have offered you a rate of \$84 per night plus tax for a one bedroom suite with a king bed or \$79 per night plus tax for a studio suite.

>
> Our Facebook address is below and has some great up to date photos of the hotel. There are also some great photos if you look us up on tripadvisor.com

>
>
> Have a great night!

>
> Jayme Putnam
> Sales Manager
> Homewood Suites by Hilton Gateway Hills Nashua
> www.gatewayhillsnashua.homewoodsuites.com
> [www.facebook/hwsnashua](https://www.facebook.com/hwsnashua)

>
> 15 Tara Boulevard
> Nashua, NH 03062
>
> hotel phone: 603-546-7470
> cell: 603-343-8802

>
> _____
>

> This transmission is not a digital or electronic signature and cannot be used to form, document, or authenticate a contract. Hilton and its affiliates accept no liability arising in connection with this transmission. Copyright 2015 Hilton Worldwide Proprietary and Confidential

**Exhibit 2 – Folio Receipt on November 6,
2016, showing that plaintiff paid \$2600 to
her hotel account leaving a positive credit
of \$1501.28**

**Exhibit 3 - January 2017 Folio Statement
Showing Future Charges To Cover
December 2016 and Part of January 2017,
as an example of Security Deposit being
held by Defendants**

AND
TAX REFUND
PLACED
ON
HOTEL ACCOUNT
(\$84 CREDIT PER DAY)

HOMWOOD SUITES BY HILTON



15 Tara Blvd. • Nashua, NH 03062
 Phone (603) 546-7470 • Fax (603) 897-0080
 Reservations
 www.homewoodsuites.com or 1-800-CALL-HOME®

Name & Address

ANDERSON, NATALIE
 3000 PRESIDENTS WAY, APT. 3413
 DEDHAM MA, 02026
 UNITED STATES OF AMERICA

Suite 411/NKS
 Arrival Date 11/22/2015 4:00:00 PM
 Departure Date 1/18/2017

Adult/Child 1/0
 Room Rate 89.00
 Rate Plan: LV8
 HH# 213027762 DIAMOND
 AL.
 Car.

Folio

Confirmation Number: 80559613

1/18/2017



DATE	REFERENCE	DESCRIPTION	AMOUNT
10/25/2016	112380	VS *9891	(\$1,314.32)
11/6/2016	114581	MC *6633	(\$2,600.00)
11/28/2016	118471	MC *6633	(\$551.19)
11/29/2016	118706	MISC REVENUE NON-TAXABLE	\$6,143.87
11/29/2016	118707	MC *6633	(\$6,240.88)
12/1/2016	119051	GUEST ROOM	\$84.00
12/1/2016	119052	GUEST ROOM	\$84.00
12/1/2016	119053	GUEST ROOM	\$84.00
12/1/2016	119054	GUEST ROOM	\$84.00
12/1/2016	119055	GUEST ROOM	\$84.00
12/1/2016	119056	GUEST ROOM	\$84.00
12/1/2016	119057	GUEST ROOM	\$84.00
12/1/2016	119058	GUEST ROOM	\$84.00
12/1/2016	119059	GUEST ROOM	\$84.00
12/1/2016	119060	GUEST ROOM	\$84.00
12/1/2016	119061	GUEST ROOM	\$84.00
12/1/2016	119062	GUEST ROOM	\$84.00
12/1/2016	119063	GUEST ROOM	\$84.00
12/1/2016	119064	GUEST ROOM	\$84.00
12/1/2016	119065	GUEST ROOM	\$84.00
12/1/2016	119066	GUEST ROOM	\$84.00
12/1/2016	119067	GUEST ROOM	\$84.00
12/1/2016	119068	GUEST ROOM	\$84.00
12/1/2016	119069	GUEST ROOM	\$84.00
12/1/2016	119070	GUEST ROOM	\$84.00

Advanced charge for Nov 2016
Advanced charge for REVENUE FOR DEC + Jan. 2017
SECURITY DEPOSIT
TAX REFUND PLACED ON Hotel Account

ACCOUNT NO. _____

CARD MEMBER NAME _____

ESTABLISHMENT NO. & LOCATION _____ ESTABLISHMENT AGREES TO TRANSMIT TO CARD HOLDER FOR PAYMENT

DATE OF CHARGE _____ FOLIO NO./CHECK NO. 36883 A

AUTHORIZATION _____ INITIAL _____

PURCHASES & SERVICES _____

TAXES _____

TIPS & MISC. _____

TOTAL AMOUNT _____

MERCHANDISE AND/OR SERVICES PURCHASED ON THIS CARD SHALL NOT BE RESOLD OR RETURNED FOR A CASH REFUND

PAYMENT DUE UPON RECEIPT

App 436



**Exhibit 4 – Redacted Bank Statement
[showing only charges on one of Plaintiff's
card on file with hotel]**

AND

Hotel Folio STATEMENT

↓
SHOWING

BI-WEEKLY

PAYMENT

OF

RENT

**BANK STATEMENT NUMBERS OUTLINING CHARGES TO PETITIONER FROM
NOVEMBER 22, 2015 THROUGH OCTOBER 27, 2016**

Date	Amount Charged
12/9/2015	\$ (1,385.90)
12/21/2015	\$ (1,126.47)
1/4/2016	\$ (1,039.41)
1/14/2016	\$ (1,190.28)
1/28/2016	\$ (1,289.34)
2/9/2016	\$ (1,107.72)
2/11/2016	\$ (217.50)
2/22/2016	\$ (1,017.22)
3/3/2016	\$ (1,007.16)
3/17/2016	\$ (1,281.84)
3/28/2016	\$ (1,007.16)
4/13/2016	\$ (1,464.96)
4/14/2016	\$ (483.50)
4/27/2016	\$ (1,281.84)
5/4/2016	\$ (778.26)
5/11/2016	\$ (1,281.84)
5/11/2016	\$ (191.00)
5/27/2016	\$ (1,464.96)
6/15/2016	\$ (1,759.64)
6/29/2016	\$ (1,281.84)
7/13/2016	\$ (1,317.84)
7/27/2016	\$ (1,303.84)
8/10/2016	\$ (1,281.84)
8/25/2016	\$ 1,375.40)
9/6/2016	\$ (306.75)
9/8/2016	\$ 1,281.84)
9/12/2016	\$ (277.18)
9/23/2016	\$ (21.50)
9/23/2016	\$ (1,007.16)
10/5/2016	\$ (1,190.28)
10/24/2016	\$ (700.00)
10/27/2016	\$ (1,314.32)

HOMWOOD SUITES BY HILTON



15 Tara Blvd. • Nashua, NH 03062
 Phone (603) 546-7470 • Fax (603) 897-0080
 Reservations
www.homewoodsuites.com or 1-800-CALL-HOME®

Name & Address

ANDERSON, NATALIE
 3000 PRESIDENTS WAY, APT. 3413
 DEDHAM MA 02026
 UNITED STATES OF AMERICA

Suite 411/NKS
 Arrival Date 11/22/2015 4:00:00 PM
 Departure Date 1/18/2017

Adult/Child Room Rate 1/0 89.00
 Rate Plan: LV8
 FH # 213027762 DIAMOND
 AL:
 Car:

Folio

Confirmation Number: 80559613

1/18/2017

HILTON HHONORS

DATE	REFERENCE	DESCRIPTION	AMOUNT
12/7/2015	50720	VS *9891	
12/19/2015	52821	VS *9891	(\$1,385.90)
12/30/2015	54100	VS *9891	(\$1,126.47)
1/12/2016	55836	VS *9891	(\$1,039.41)
1/26/2016	57896	VS *9891	(\$1,190.28)
2/7/2016	59799	VS *9891	(\$1,289.34)
2/19/2016	61938	VS *9891	(\$1,107.72)
3/1/2016	63604	VS *9891	(\$1,017.22)
3/15/2016	66236	VS *9891	(\$1,007.16)
3/26/2016	68302	VS *9891	(\$1,281.84)
4/11/2016	71428	VS *9891	(\$1,007.16)
4/25/2016	74264	VS *9891	(\$1,464.96)
5/9/2016	76930	VS *9891	(\$1,281.84)
5/25/2016	80183	VS *9891	(\$1,281.84)
6/13/2016	84085	VS *9891	(\$1,464.96)
6/27/2016	86977	VS *9891	(\$1,759.64)
7/11/2016	90043	VS *9891	(\$1,281.84)
7/25/2016	93133	VS *9891	(\$1,317.84)
8/8/2016	96103	VS *9891	(\$1,303.84)
8/23/2016	99171	VS *9891	(\$1,281.84)
9/6/2016	102091	VS *9891	(\$1,375.40)
9/9/2016	102741	VS *9891	(\$1,281.84)
9/20/2016	104771	VS *9891	(\$277.18)
10/3/2016	107751	VS *9891	(\$1,007.16)
10/21/2016	111596	VS *9891	(\$1,190.28)
			(\$700.00)



ACCOUNT NO.

CARD MEMBER NAME

ESTABLISHMENT NO. & LOCATION ESTABLISHMENT AGREES TO TRANSMIT TO CARD HOLDER FOR PAYMENT

MERCHANDISE AND/OR SERVICES PURCHASED ON THIS CARD SHALL NOT BE RESOLD OR RETURNED FOR A CASH REFUND.

DATE OF CHARGE	FOLIO NO./CHECK NO.
	36883 A
AUTHORIZATION	INITIAL
PURCHASES & SERVICES	
TAXES	
TIPS & MISC.	
TOTAL AMOUNT	

PAYMENT DUE UPON RECEIPT

App-525

3/31/2017

Bank of America | Online Banking | Accounts | Account Details | Account Activity

Date	Description	Status	\$Amount	\$Available Balance
09/06/2016	CHECKCARD 0904 HOMEWOOD SUITES NASHUA NH 24755426248162488875406 CKCD 3751...	C	-306.75	
08/25/2016	CHECKCARD 0824 HOMEWOOD SUITES NASHUA NH 24755426237152372720449 CKCD 3751...	C	-1,375.40	
08/10/2016	CHECKCARD 0809 HOMEWOOD SUITES NASHUA NH 24755426222152223325304 CKCD 3751...	C	-1,281.84	
07/27/2016	CHECKCARD 0726 HOMEWOOD SUITES NASHUA NH 24755426208152082752836 CKCD 3751...	C	-1,303.84	
07/13/2016	CHECKCARD 0712 HOMEWOOD SUITES NASHUA NH 24755426194151941954662 CKCD 3751...	C	-1,317.84	
06/29/2016	CHECKCARD 0628 HOMEWOOD SUITES NASHUA NH 24755426180171800067444 CKCD 3751...	C	-1,281.84	
06/15/2016	CHECKCARD 0614 HOMEWOOD SUITES NASHUA NH 24755426166151661609672 CKCD 3751...	C	-1,759.64	
05/27/2016	CHECKCARD 0526 HOMEWOOD SUITES NASHUA NH 24755426147151472228955 CKCD 3751...	C	-1,464.96	
05/11/2016	CHECKCARD 0510 HOMEWOOD SUITES NASHUA NH 24755426131151312569764 CKCD 3751...	C	-1,281.84	
05/11/2016	CHECKCARD 0510 HOMEWOOD SUITES NASHUA NH 24755426131151312569772 CKCD 3751...	C	-191.00	
05/04/2016	CHECKCARD 0503 HOMEWOOD SUITES NASHUA NH 24755426124151245810078 CKCD 3751...	C	-778.26	

Date	Description	Status	\$Amount	\$Available Balance
04/27/2016	CHECKCARD 0426 HOMEWOOD SUITES NASHUA NH 24755426117151173337234 CKCD 3751...	C	-1,281.84	
04/14/2016	CHECKCARD 0413 HOMEWOOD SUITES NASHUA NH 24755426104151043538495 CKCD 3751...	C	-483.50	
04/13/2016	CHECKCARD 0412 HOMEWOOD SUITES NASHUA NH 24755426103151033275810 CKCD 3751...	C	-1,464.96	
03/28/2016	CHECKCARD 0327 HOMEWOOD SUITES NASHUA NH 24755426087150871338862 CKCD 3751...	C	-1,007.16	
03/17/2016	CHECKCARD 0316 HOMEWOOD SUITES NASHUA NH 24755426076150765906728 CKCD 3751...	C	-1,281.84	
03/03/2016	CHECKCARD 0302 HOMEWOOD SUITES NASHUA NH 24755426062150626415725 CKCD 3751...	C	-1,007.16	
02/22/2016	CHECKCARD 0220 HOMEWOOD SUITES NASHUA NH 24755426051260512840069 CKCD 3751...	C	-1,017.22	
02/11/2016	CHECKCARD 0210 HOMEWOOD SUITES NASHUA NH 24755426041160417674030 CKCD 3751...	C	-217.50	
02/09/2016	CHECKCARD 0208 HOMEWOOD SUITES NASHUA NH 24755426039130397765227 CKCD 3751...	C	-1,107.72	
01/28/2016	CHECKCARD 0127 HOMEWOOD SUITES NASHUA NH 24755426027730278735019 CKCD 3751...	C	-1,289.34	
01/14/2016	CHECKCARD 0113 HOMEWOOD SUITES NASHUA NH 24755426013160135241868 CKCD 3751...	C	-1,190.28	

Date	Description	Status	\$Amount	\$Available Balance
01/04/2016	CHECKCARD 1231 HOMEWOOD SUITES NASHUA NH 24755425365153653457616 CKCD 3751...	C	-1,039.41	
12/21/2015	CHECKCARD 1220 HOMEWOOD SUITES NASHUA NH 24755425354733549719874 CKCD 3751...	C	-1,126.47	
12/09/2015	CHECKCARD 1208 HOMEWOOD SUITES NASHUA NH 24755425342153422751792 CKCD 3751...	C	-1,385.90	

[Back to top](#)

Exhibit 5–
Superior Court Ruling on
Res Judicata Arguments Regarding
Contract Claims

THE STATE OF NEW HAMPSHIRE

**HILLSBOROUGH, SS.
SOUTHERN DISTRICT**

**SUPERIOR COURT
No. 226-2017-CV-00069**

Natalie Anderson

v.

Adam Robitaille & Homewood Suites of Nashua

ORDER ON PENDING MOTIONS

The plaintiff, Natalie Anderson, brings this action against the above-captioned defendants ("the defendants"), seeking permanent injunctive relief prohibiting the defendants from "denying [her and her husband] full and equal enjoyment of the services facilities, privileges, advantages, and accommodations of housing or public accommodation, without discrimination or segregation on the ground of race, color, religion, or national origin, and/or without retaliation for raising concerns thereof." Pl.'s Emer. Req. Ex Parte Inj. Relief ¶ 3. Currently pending before the Court are the plaintiff's Motion to Disqualify Counsel (Court Index # 12), the defendants' Motion to Dismiss (Court Index # 14), and the defendants' Motion to Amend to Add Party-Defendant & to Substitute Party (Court Index #15). For the reasons set forth herein, the Court finds and rules as follows.

ANALYSIS

I. Plaintiff's Motion to Disqualify Counsel (Court Index # 12)

The plaintiff moves to disqualify Attorney Karl Terrell from appearing in this case. Attorney Terrell is not a member of the New Hampshire Bar, and therefore, in order to act as an attorney on the case, would have to do so pro hac vice. Attorney Terrell has not, however, filed a motion to appear pro hac vice. Thus, he is not an attorney of

record in this case. The plaintiff's motion to disqualify Attorney Terrell is therefore DENIED on the grounds that Attorney Terrell is not an attorney of record in this case.¹

II. Defendants' Motion to Dismiss (Court Index #14)

The defendants move to dismiss the plaintiff's claims on the grounds that they are barred by the doctrine of res judicata. "The doctrine of res judicata prevents parties from relitigating matters actually litigated and matters that *could have* been litigated in the first action. The doctrine applies if three elements are met: (1) the parties are the same or in privity with one another; (2) the same cause of action was before the court in both instances; and (3) the first action ended with a final judgment on the merits." Gray v. Kelly, 161 N.H. 160, 164 (2010) (quotation and citation omitted). The New Hampshire Supreme Court defines "cause of action" for res judicata purposes as "facts which give rise to one or more relations of right-duty between two or more persons." E. Marine Const. Corp. v. First S. Leasing, Ltd., 129 N.H. 270, 275 (1987). Under this definition, a claim is barred if the plaintiff either brought or could have brought the claim in the earlier action. See id.

The defendants argue that the plaintiff's claims in the current action are barred by res judicata because she could have brought them as part of her initial Petition Under RSA 540-A:4, filed on January 9, 2017, in the 9th Circuit–Nashua–District Division. That court (Moore, J.) held a hearing on that petition on February 21, 2017, and found for the defendants on the basis that RSA 540-A does not apply to the plaintiff's use of

¹ Even if Attorney Terrell is later admitted to appear in this case pro hac vice, the Court would still deny the plaintiff's motion to disqualify him. Based on the parties' pleadings and the evidence adduced at the hearing on April 27, 2017, Attorney Terrell did not receive any confidential or privileged information from his contact with Attorney Donais. From his testimony, it appears that Attorney Terrell only spoke with Attorney Donais about the factual outlay of the already-filed 540-A petition. That information was part of the public record, and therefore not confidential or privileged.

the defendants' hotel room and premises. In the instant case, in addition to the Petition Under RSA 540-A:4, the plaintiff alleges two contract claims, a state law racial discrimination claim under RSA 354-A:19, and a federal claim under Title II of the Civil Rights Act of 1964.

The Court finds that the plaintiff's Petition Under RSA 540-A:4 is barred by the doctrine of res judicata. As required by the doctrine, it involved the same parties; it is the same cause of action as the previous action; and the previous action ended with a final judgment on the merits. See Gray, 161 N.H. at 164. However, the Court finds that the plaintiff's remaining claims are not barred by res judicata, as she could not have brought them in circuit court with the Landlord/Tenant Petition Under RSA 540-A:4, as the circuit court is a court of limited jurisdiction.

III. Motion to Amend to Add Party-Defendant & to Substitute Party

The defendants move to add the plaintiff's husband, Andre Bisasor, as a party to the case. They argue that Mr. Bisasor is as equally involved in the case as the plaintiff since he has been a guest along with the plaintiff at #411 of the defendants' facility throughout the duration of their hotel stay. The Court agrees with the defendants that Mr. Bisasor is heavily involved in the circumstances of this case. As a result, Mr. Bisasor is joined as a party to this case.

The defendants also move to substitute 217 Nashua Innkeepers, LLC for Homewood Suites by Hilton of Nashua, N.H. They argue that Homewood Suites is not the correct party in interest, as 217 Nashua Innkeepers is doing business as Homewood Suites by Hilton – Nashua. The plaintiff objects to substituting 217 Nashua Innkeepers for Homewood Suites, but agrees that the defendants may add 217 Nashua Innkeepers

as a party if they so wish. The Court agrees with the plaintiff. The defendants may add 217 Nashua Innkeepers as a party to the case, but not as a substitute party in interest for Homewood Suites by Hilton of Nashua. Homewood Suites by Hilton of Nashua must remain as a party to this case.

Lastly, the plaintiff moves to add John Flatley Company, Hilton Hotels Worldwide, Inc., and Great American Hotel Group as necessary parties to the case. The Court reserves judgment on this issue until a hearing can be held at which both parties may present evidence and arguments.

The defendants' motion is thus GRANTED as to adding Mr. Bisasor as a party to the case, and DENIED as to substituting 217 Nashua Innkeepers as a party in interest for Homewood Suites. 217 Nashua Innkeepers is added as a party, but Homewood Suites must also remain as a party. The plaintiff's request to add John Flatley Company, Hilton Hotels Worldwide, Inc., and Great American Hotel Group as necessary parties to the case is DENIED pending a hearing on the matter.

Conclusion

In summary, the Court rules as follows:

1. The plaintiff's motion to disqualify counsel is DENIED.
2. The defendants' motion to dismiss is GRANTED in part and DENIED in part. It is GRANTED as to the plaintiff's 540-A claim, and DENIED as to all other claims.
3. The defendants' motion to amend to add party-defendant and substitute party is GRANTED in part and DENIED in part. 217 Nashua Innkeepers is added as a party, but not as a substitute to Homewood Suites. Further, the plaintiff's request to add John Flatley Company, Hilton Hotels Worldwide, Inc., and Great American

Hotel Group as necessary parties to the case is DENIED pending a hearing on the matter. The defendants' motion to add Andre Bisasor as a party is GRANTED.

So ordered.

Date: May 5, 2017.

A handwritten signature in black ink, appearing to read "Charles S. Temple", written over a horizontal line.

Charles S. Temple,
Presiding Justice

**Exhibit 6 – Excerpt from May 8, 2017
Official Superior Court Transcript.**

PROOF
OF
NO BATHROOM STICKER
BY
Witness testimony
OF
OTHER RESIDENTS

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STATE OF NEW HAMPSHIRE

HILLSBOROUGH COUNTY SUPERIOR COURT SOUTH

NATALIE ANDERSON,)	
)	
Plaintiff,)	Superior Court Case No.
)	226-2017-CV-00069
vs.)	
)	Nashua, New Hampshire
ADAM ROBITAILLE, et al.,)	May 8, 2017
)	8:42 a.m.
Defendants.)	
)	
)	

PRELIMINARY INJUNCTION
BEFORE THE HONORABLE CHARLES S. TEMPLE
JUDGE OF THE SUPERIOR COURT

APPEARANCES:

Pro Se Plaintiff:	Natalie Anderson Andre Bisasor (Address Unknown)
For the Defendants:	R. Brian Snow, Esq. 2 Wellman Avenue Nashua, NH 03064
	Karl M. Terrell, Esq. STOKES WAGNER, ALC One Atlanta Center, Suite 2400 1201 W. Peachtree Street, NW Atlanta, GA 30309
Audio Operator:	Electronically Recorded by Kathy Johnson
TRANSCRIPTION COMPANY:	eScribers, LLC 7227 N. 16th Street, Suite 207 Phoenix, AZ 85020 (800) 257-0885 www.escribers.net

Proceedings recorded by electronic sound recording; transcript produced by court-approved transcription service.



1 only events?

2 A Is there a chance you could repeat that? I don't
3 understand what you said.

4 Q Were you or your wife ever invited or allowed to go to
5 employee only events at the hotel?

6 MR. TERRELL: Objection. Relevance.

7 MR. BISASOR: Special relationship, Your Honor.
8 Special privileges.

9 THE COURT: All right. I'll allow the question.

10 MR. TERRELL: Standing objection, Your Honor.

11 THE COURT: Understood.

12 THE WITNESS: Would you clarify what you mean by
13 special events?

14 BY MR. BISASOR:

15 Q I said employee only events. Hotel employees. Events
16 for hotel employees. Were you or your wife ever allowed or
17 invited to go to such events?

18 A I -- I never went to one. I was never invited because
19 I was at work most of the time, but I know of a couple that --
20 that my wife attended. And they were -- I think -- I believe
21 one of them was a birthday party for somebody.

22 Q Okay. Are you aware of -- in your room, are you aware
23 of there being a sticker on the corner of the bathroom mirror?

24 A No.

25 Q When your wife wrote the letter that you are aware of

1 THE COURT: I think he's answered the question again
2 very candidly and truthfully.

3 MR. BISASOR: Sure.

4 THE COURT: I understand his answer.

5 MR. BISASOR: Yeah.

6 THE COURT: Very well. It's very clear.

7 MR. BISASOR: Right. He testified that it's poor.

8 THE COURT: He did.

9 MR. BISASOR: Yeah.

10 BY MR. BISASOR:

11 Q So you also just mentioned that you've traveled around
12 the world.

13 MR. BISASOR: So Your Honor, I'm going to use that as
14 an opening to ask just where he's comparing to and if it
15 compared to other Hilton Hotel. That's an open door.

16 MR. SNOW: It's not relevant, Your Honor.

17 THE COURT: Sustained.

18 MR. SNOW: We've already gone through this.

19 THE COURT: Sustained.

20 MR. SNOW: Thank you.

21 THE COURT: Heard the argument, I've made the ruling.

22 MR. SNOW: Thank you.

23 BY MR. BISASOR:

* 24 Q Did you ever observe that there was a bathroom sticker
25 on the back corner of your bathroom mirror?

* 1 A There is not.

2 Q Okay.

3 THE COURT: There is not you said?

4 THE WITNESS: Yeah.

5 THE COURT: Thank you.

6 BY MR. BISASOR:

7 Q At the time when we spoke, not currently, but at the
8 time when we spoke in February and prior to that time, did you
9 observe that other guests were treated in a way that was
10 different than you? Specifically, Ms. Marie Aufiero, who you
11 are -- I believe you are aware of?

12 MR. SNOW: Your Honor, he can't comment on other
13 witness's appearances.

14 THE WITNESS: I wouldn't -- I wouldn't --

15 MR. SNOW: He can testify to what he saw and what he
16 didn't see. But this is a -- there's no foundation for this.
17 It's not relevant and it's improper form of questioning.

18 MR. BISASOR: Let me rephrase. Let me rephrase.

19 THE COURT: Sustained.

20 MR. BISASOR: Let me rephrase.

21 MR. SNOW: Thank you.

22 BY MR. BISASOR:

23 Q My question is do you know who Ms. Aufiero -- Marie
24 Aufiero is?

25 A The gentleman that was sitting here earlier?

**Exhibit 8– Plaintiff’s January 2017
Emails to Adam Robitaille Regarding
Follow-up To Get Tax Refund but
Plaintiff Received No Reply**

1/17/2017

Tax Refund - Liberty_6

Tax Refund

Liberty_6

Fri 1/13/2017 2:00 PM

To: Adam Robitaille <Adam.Robitaille@Hilton.com>;

Cc: Jayme Putnam <jayme.putnam@hilton.com>;

Adam,

I am writing you regarding the tax refund matter.

We were supposed to have received a refund check as of May or June 2016, but we have received nothing to date (this is even though we brought the issue over us being overcharged to your/Jayme's attention in the summer of 2016). Also, we were continued to be charged taxes as of May 2016 for the remainder of the year. As you know, this is not right since you were collecting a tax that was not due. This is a violation of the New Hampshire statutes regarding tax refunds to permanent residents. On 11/30/16, you acknowledged that there was a \$2800 over-charge due as a tax refund. We have not received the check for the \$2800 refund for meal/tourist taxes (plus whatever the current tally is to date). Have you submitted the request to the department of revenue for the refund for us? When are you going to provide that refund to us? We would like the refund now. Could you arrange to have that check to us by the end of the day today. Please leave it at the front desk or have someone bring it our door. We would like the refund in our hands by check.

I look forward to your reply.

Sincerely,

Natalie Anderson

P.S. We also need to rectify the other over-charges/erroneous charges made on our account, but since the tax refund is the most obvious and straightforward of the issues and you have already stated that we are owed a tax refund and that you would give it to us, then I would like to have this addressed immediately.

<https://outlook.live.com/owa/?viewmodel=ReadMessageItem&ItemID=AQMkADAwATlwMTAwACDwMAA3OC1ZjJlTAWAiDwMAcARgAAAxRSKOqN%2BN0vlywENTap9wHAlJAXcdPoWRNi7F0as54QAAAL...> 1/1

APP 454



Exhibit 9–

Code of Federal Regulations

Pertinent Text of the Code of Federal Regulations

(b) Definition of “**hotel**”. The term hotel as used in section 13(b)(8) means an establishment known to the public as a hotel, which is primarily engaged in providing lodging or lodging and meals for the general public. Included are hotels operated by membership organizations and open to the general public and apartment hotels which provide accommodations for transients. However, an establishment whose income is primarily from providing a permanent place of residence or from providing residential facilities complete with bedrooms and kitchen for leased periods longer than 3 months would not be considered a hotel within the meaning of the Act. An apartment or residential hotel is not considered a hotel for purposes of section 13(b)(8) unless more than half of its annual dollar volume is derived from providing transient guests representative of the general public with lodging or lodging and meals. (See paragraph (c) of this section.) Establishments in which lodging accommodations are not available to the public are not included. Also excluded from the category of hotels are rooming and boarding houses, and private residences commonly known as tourist homes. Resort or other hotels even if they operate seasonally are regarded as hotel. (See Cong. Rec., August 25, 1966, pages 19729-19732; Cong Rec., August 26, 1966, pages 19907-19911.)

(c) “**Transient guests**”. In determining who are “transient guests” within the meaning of § 779.382 and paragraph (b) of this section, as a general rule the Department of Labor would consider as transient a guest who is free to come and go as he pleases and who does not sojourn in the establishment for a specified time or permanently. A transient is one who is entertained from day to day without any express contract or lease and whose stay is indefinite although to suit his convenience it may extend for several weeks or a season.

Exhibit 11–
Excerpt from Homewood Franchise
Business Disclosure Document

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
	varies due to type of booking, length of stay, and other factors.		referral, we may charge you a fee of up to 5% of consumed revenue from the ResMax booking. The program, eligibility, and fees are subject to change. See Note 5.
Revenue Management Consolidated Center (RMCC)	Currently, a registration fee of \$750 plus \$495 to \$7,299 per month, depending on the Model. These Models may be required: Foundation Model one-time fee of \$1,499. Standard Model \$1,099 per month. Premier Model \$2,999 to \$7,299, plus optional budget service \$4,800 one-time fee. Lead Management Services \$620 to \$1,550 per month.	Within 10 days of billing.	Payable if you enroll in this optional, supplemental service. However, RMCC may be required in certain circumstances. See Note 6.
Procurement and Service Fees	Currently, 4% to 10% of project cost.	Within 10 days of billing.	Payable if you buy from HSM, in addition to the product cost, freight, taxes and other actual costs incurred by HSM.

* Unless otherwise indicated, all fees described in this Item 6 are payable to, and imposed by, us or our affiliates and are non-refundable. Other than the Monthly Royalty Fee and liquidated damages, the fees are subject to change.

NOTES

- X 1. "Gross Rooms Revenue" means all revenues derived from the sale or rental of guest rooms (both transient and permanent) of the hotel, including revenue derived from the redemption of points or rewards under the loyalty programs in which the hotel participates, amounts attributable to breakfast (where the guest room rate includes breakfast), resort fees, urban fees and similar fees, late cancellation fees, and guaranteed no-show revenue and credit transactions, whether or not collected, at the actual rates charged, less allowances for any Guest Room rebates and overcharges, and will not include taxes collected directly from patrons or guests. Group booking rebates, if any, paid by you or on your behalf to third-party groups for group stays must be included, and not deducted from, the calculation of Gross Rooms Revenue.

If there is a fire or other insured casualty at your hotel that results in a reduction of Gross Rooms Revenue, the Monthly Program and Monthly Royalty Fees will be equal to the Monthly Program and Monthly Royalty Fees forecasted on the basis of the Gross Rooms Revenue amount you agree on with your insurer(s). However, we have the right to participate with you in negotiating the value of your Gross Rooms Revenue claim with your insurer(s).

Exhibit 16 –
US Census Bureau Study – People Who
Live in Hotels

STUDY SERIES
(Survey Methodology - #2006-3)

**PEOPLE WHO LIVE IN HOTELS:
AN EXPLORATORY OVERVIEW**

Ethnographic Exploratory Report #23

Leslie A. Brownrigg
Anthropologist
Statistical Research Division
U.S. Census Bureau

May 31, 2006

Disclaimer: This report is released to inform interested parties of research and to encourage discussion. The views expressed are those of the authors and not necessarily those of the U.S. Census Bureau.

Abstract

People Who Live in Hotels: An Exploratory Overview

Leslie A. Brownrigg

The number and types of hotels and similar accommodations hosting residents, sojourners on open-ended stays and regulars who spend part of every week or month or year in hotels began to increase in the late 1980s. People from all walks of life are settled, on indefinite stays or cycling through hotels. Multimillionaires enjoy services and facilities even they cannot afford to replicate in private household settings, and often buy equity in the unit they occupy. Hundreds of thousands of Americans at any time are in establishments that offer discounts or subsidies arranged by third parties – employers, government housing programs, insurance companies, universities, the military, and social service agencies. Accommodating settlers, sojourners and regulars reflect innovative business strategies adopted by most hospitality brand families and property owners. New construction and remodeled hotels offer complete housing units – studio or bedroom apartments with kitchen and bath – where local ordinances permit. States and localities markedly vary in how they define, tax, and regulate accommodations not exclusively geared to transients. The report concludes with a discussion of ways the Decennial Census, Service Census, and both population and economic surveys can respond to the present reality of people living in hotels.

Keywords: residence, units of population enumeration, hotels, and business strategies

EXECUTIVE SUMMARY

People live in hotels and similar indoor accommodations across the entire range of prices and quality. Residents settle in and consider their hotels as their homes. Other people live on open-ended stays lasting months or years as perpetual sojourners: they subjectively believe their hotel-living is “temporary” until their lives change. “Regulars” repeatedly stay at particular hotels, part of each week, or month, or year, often on schedule.

Government regulations and management policies shape where people can take up residence, stay long term, or routinely cycle through accommodations.

State and local governments legally define and regulate lodging types. Laws naming, regulating, licensing, zoning, and setting building code and operating standards recognize classes of lodgings and largely determine how each is allowed to operate and where each may locate. Federal law holds most establishments offering “five or more” units to paying guests or tenants as public accommodations, however states and localities have other criteria. Some jurisdictions impose maximum and minimum stays in each class of accommodations defined. Hotels and motels tend to cluster in those commercial, office, and industrial zones where local ordinances specify they must locate.

Hospitality policies to attract residents and regulars may be set by property owners, operators, or managers and policies may run through all properties operated under an exclusive or franchised brand. About half the hotels, motels, and inns identify with a national, association, or exclusive brand; the others are independently owned and operated. Properties operated under the same brand name commonly share marketing strategies and standardized unit styles, facilities, and distinctive details.

Local managers may need to adapt to brand policies and strategies to the parameters and effects of local laws. For example, a national brand design may need to modify its architecture to meet building codes and requirements for licensing. In states which recognize that occupants of hotels, motels, inns, rooming houses, and similar accommodations gain “tenants’ rights” if they stay a month or more or which control the rates hotel can charge “permanent residents”, some hotel managers impose limits on stays to prevent guests from acquiring tenants’ or residents’ rights.

At the low end of price and quality, physically or stylistically displaced properties are more likely to drift into relying on residents than are newly constructed or recently renovated hotels and motels which are optimally oriented to transportation points. In the midrange, hosting residents, sojourners on long-term, open-ended stays, and “regulars” during the work week is the main business of hotels self-characterize as extended stays. A surprising number of familiar national brands offer deep discounts for long-term

stays. At the high end, living in downtown and resort full service luxury hotels is once again a preferred lifestyle of the wealthy.

Brands and properties designed as “extended stays” have been a growth sector of the industry since the 1990s. Guest units that are physically complete “housing units” – studio or bedroom apartments with complete bathrooms and kitchens – are increasingly popular. A development encouraging people to settle in metropolitan, full service, downtown hotels is the opportunity to buy hotel “condo” units.

Different features attract people paying out-of-pocket to reside in hotels at the “low end”, in the midrange or high end luxury accommodations.

Hotels and motels offer “deals” crafted to appeal to certain clienteles. For example, people with low fixed or indeterminate incomes are interested places where rents are cheap and where the management accepts cash, payments day-to-day or week-to-week, does not check credit, and does not require a credit card as a security deposit. Deep discounts for weekly or monthly or longer continuous stays are also attractive. In the mid-range. Relocating and displaced people find hotels with prices compatible with their employers’ or insurance reimbursement levels and comparable or lower than the cost of living in rental housing. They may forgo daily housekeeping to lower the monthly rent but require conveniences they regard as essential for their lifestyle (like cable TV and high speed Internet). At the high end, wealthy people willing and able to pay top price for the convenience of luxurious and high status settings with optimal services and high caliber on-site facilities (athletic clubs, gourmet restaurants).

Many people are placed or steered into particular hotels through arrangements made by an organization with which the occupant and the hotel are affiliated. Organizations arranging or placing people in long term hotel stays include government, military, and corporate employers, insurance companies, colleges, social service agencies and churches, among others.

The phenomenon of second parties placing people in hotels for grant stays exists across the spectrum of price and quality. Just as public agencies lease units in (or takeover) hotels to place homeless families that may last two or more years, in parallel so too do corporations lease or purchase units where they grant their executives, employees, or clients the right to stay or live long term. The properties public agencies lease as “welfare hotels” are often rundown; the hotels corporations select reflect their image: whether well known chain brands in suburban office parks or magnificent metropolitan palace hotels.

The section on “Creating Counts” sketches how hotels, motels, and like accommodations have been treated in late 20th and early 21st century United States Economic and Decennial Censuses, citing key results; in government surveys, and in specialized surveys conducted for the industry and reported in its trade literature.

Recommendations for enhancing the Census Bureau's mission include recognizing that an increasing number of hotel/motel units are complete apartments that qualify for listing as housing units for Decennial and demographic frames, and recognizing "extended stays" as a distinct subtype classification of commercial hotel/motel accommodations and residential hotels, as a distinct subtype of real estate lessors.

An end note discusses the ethnographic methods for studying a "culture at a distance" applied to explore the domains of hotel dwellers and their hosts. The annotated bibliography includes quotes and concepts cited and referenced in the main text and includes both print and Internet sources. Appendix A provides a glossary of legal, trade, and vernacular terms important in the accommodations industry. Contrastive legal definitions are given for such basic terms – as "hotel" and "motel". Appendix B lists alphabetically hundreds of brands hung on two or more businesses and gives for many of these brands the number of properties and guest units operating under the brand in the United States in 2005. Appendix B2 details brands that identify as "Extended Stays", offer "Long Term Stay" discounts, sell condo residential units in primarily transient hotels. Appendix C lists illustrative companies which own five or more properties or a thousand or more guest units and notes their brand associations. Appendix D lists illustrative conversions of former hotels into single room occupancy permanent rental residences, care facilities, condominium residences, and so on.

PEOPLE WHO LIVE IN HOTELS: AN EXPLORATORY OVERVIEW

ACKNOWLEDGMENTS

Thanks to hotel and motel managers, staff, and residents who graciously volunteered explanations and narratives. Open-ended ethnographic interviews were conducted in hotels and motels representing different brands and business models in a metropolitan city in the Midwest and along a travel corridor through four East Coast states. By agreement with these consultants, the establishments, brands, and individual people interviewed or canvassed in the research areas are not identified or located. Illustrative cases are indented in the report. Information about brands, companies, and hotel conversions noted in Appendices A, B, and C have redundant sources in self-publicity, the cited bibliography, and industry profiles. The ethnographic method applied in this research, known as “the study of culture at a distance” is described in an end note.

PEOPLE WHO LIVE IN HOTELS

People in the United States have resided in hotels (and precursor boarding houses) since at least the 1790s. People from all walks of life can and do settle permanently, sojourn on open-ended stays, or regularly cycle through because lodgings across the spectrum of prices, services, and quality cater to long term stays.

People live in those hotels, motels, and like indoor accommodations where management encourages – or at least tolerates– residence and open-ended stays. This report explores circumstances which result in people of all economic stations living for months or years in hotels, motels, and like indoor accommodations continuously or cumulatively and the business strategies and practices of their hosts. Basic patterns of hotel living identified are A) residence: 1) settling in permanently or 2) sojourning on open-ended stays, and B) cycling between a particular hotel and other places.

RESIDENTS

People residing in hotels tell fundamentally the same story. Something happened – they got a job; their car broke down – and they needed a place to stay. They found a particular hotel; they liked it; they stayed.

Settlers

Settlers made a conscious decision and lifestyle choice to live in the hotel, motel, or like accommodations. For various personal reasons, they don't want to rent or own an apartment or house, or can't. The hotel is their home. Many settlers personalize their

rooms with possessions, decorate their windows, or keep gear on stoops and balconies. Settlers are comfortable and content living in their hotel. They are often friendly with the management and other residents and feel they are living in a community.

Settlers' commitment was highlighted by what they thought about a hypothetical situation – where would they live, if for some reason they couldn't stay at their hotel anymore? Residents said they would move to another hotel or motel like the one where they were living. And they knew where such places were.

Sojourners on open ended stays

Sojourners often have stayed in the same hotel for as long or longer than settlers, but sojourners subjectively believe their open-ended stays are “temporary”, even if they have no other home. Sojourners' stories begin the same way as residents'. Some novel circumstance required they find a place to stay and they checked in or were placed by a third party. The middle of sojourners' narratives are different. In the here-and-now, they focus on some future event that they believe will end their stay. They don't know how much longer they will stay because they are not certain when the change of circumstance they expect or dread will occur. They are waiting for something to happen; in the meantime, they camp.

Examples of the events which sojourners on open-ended stays believed would end their hotel residence included: the house they are building (or rebuilding) would be completed and they will move there; their job, contract, or posting in the area would end and then they would have to go work somewhere else; a person they are waiting for (who is away) would come back, then, together, they would move somewhere else; they would get enough money to repair or replace the car that broke down; their credit might improve; their position on a waiting list for housing would eventually get to the top; the divorce property settlement would kick in.

“REGULARS”

Cycling through stays in hotels and like accommodations is more variable in duration than the continuous residence of settlers and sojourners. Regulars have a greater variety of schedules and reasons for their repeated stays in the same hotels. Some “regulars” spend part of the year in a hotel, motel, boarding house, or other commercial or nonprofit lodgings while they work seasonally or study during the academic year. Some contractors stay at hotels near their work sites four or five nights during the “work week” and go away or “home” on weekends. Hotels prize those “business” or “professional” “regulars” who stay part of every month and book far in advance. Another pattern involves workers who repair to a particular hotel as their “home base” in between jobs and gigs that involve travel or who patronize the same hotels during their periodic labor migrations.

The year-round motels clustered near a seasonal attraction begin filling

with part-year residents who operate the attraction months before the season began. Midpoint between the closing and reopening of the attraction, occupancy falls to the few who live in these motels year-round. Transient visitors arrive during the "season" when these properties are least likely to have vacancies. Larger, newer motels nearby, which have fewer permanent residents, sojourners, and seasonal part-timers, take up the slack and accommodate the attraction's fans.



People cycle into seasonal hotel/motel living for many reasons.

The night clerk called residents of the highway exit motel where he works "geographically disabled." He explained this is a code term that employees of his large national motel chain call people who stay in a motel for months or years at a stretch on the weekly rate.

One set are the "locals" who move in for the winter because it costs less to stay in a motel room than to heat their rustic wood houses. A few RV campers stay over the winter, too. Those whom the night clerk recalled as staying the longest --three to five years --first showed up for a job or contract they didn't think would last, but it did.

At any given time, long term sojourners live at this motel along with transients. This chain brand with hundreds of roadside motels nationally offers weekly rates (7th day free) and deeply discounted monthly rates.



ACCOMMODATIONS

GOVERNMENT REGULATION

The buildings and businesses generically called "hotels" in this report include accommodations of varied architectural styles licensed to operate as some class of indoor lodgings and locally known as hotels, motels, motor courts, inns, lodgings, tourist or guest houses, rooming houses, room and board houses, and bed and breakfasts (B&Bs), among other terms. The 2005 federal Commerce Clause (United States Code, Title 42, Chapter, 21, Subchapter II § 2000a) applies to "public accommodations" offering five or more "rooms" to "transients" and not to lodgings with fewer units or in private clubs or private homes. However, many government jurisdictions in the United States do not distinguish between the "residential" or "transient" character of occupants or between "public" and "private" status in defining categories of accommodations. Appendix A quotes a selection of contrastive federal, state, and local definitions and regulations. Some of the legal definitions that do distinguish between residential and transient quarters hinge on threshold limits: for example, on the number of days each

class of locally recognized lodgings may host a “transient” or on the per cent of units occupied by permanent residents. Some jurisdictions that do distinguish between accommodations “open to the public” and private clubs or membership hotels make the distinction on varied criteria, such as the degree to which rent paid by member occupants sustain the living quarters.

State and local definitions

What buildings and businesses are licensed and regulated as which class of accommodations is determined by definitions and regulations in state and local laws. Arkansas state law defines “hotels” (and motels, motor hotels, and motor lodges) as establishments offering 50 or more “rooms for sleeping accommodations” with public dining rooms capable of seating and serving 50 people, whether guests are “transient, permanent, or residential”. (Arkansas accommodations with fewer than 50 guest units are variously licensed as “inns”, “lodgings”, or “boarding houses.”) Illinois and California label as “hotels” as lodgings with as few as six rooms for rent. In Missouri, “lodgings” is the generic term for “any building, group of buildings, structure, facility, place or places of business where five or more guest rooms are provided.” In Iowa, a “hotel” with fewer than 10 rooms is classified as a “bed and breakfast” guest house. In Maryland, several counties require that hotel /motels of any size which include a meal in the price of sleeping accommodations must obtain a B&B license. In Ohio, a “bed and breakfast” which can accommodate 10 or more transients must be licensed and inspected as a “motel” and must collect both “hotel” tax surcharges and a per bed tax from transients.

“Tourist court” congers up a vintage building style of roadside accommodations, however in Georgia regulations, the term is a legal generic which refers to all public accommodations, including hotels, motels, inns, B&Bs, and the like. (Georgia historically began regulating the public accommodations when tourist courts proliferated in the 1940s.)

Some states and local governments reserve terms for accommodations that serve at least some transients. In Ohio, “facilities which have (any) transient guests staying for a period of 30 days or less” are hotels and motels. Tennessee defines a hotel as any building in which any number of sleeping accommodations are furnished for pay to transients or travelers, whether or not food is served. In Virginia, “hotels” are “any place offering to the public for compensation transitory lodging or sleeping accommodations, overnight or otherwise” ... “including but not limited to facilities known by varying nomenclatures or designations as hotels, motels, travel lodges, tourist homes...” (Virginia Code, § 35.1-1. Definitions. 7)

Some jurisdictions specify the maximum and/or minimum number of days a guest is permitted to stay in each class of accommodations recognized in legal definitions, zoning, licensing standards, and/or tax regulations. In jurisdictions which make no legal distinction between “transient” and “residential” accommodations, establishments are licensed as “hotels” or other classes by criteria having nothing to do with guests length of stay. In jurisdictions which make fine distinctions among categories, some hotels

cope to uphold or evade disadvantageous classifications. Certain hotels in New York and Chicago, for example, brimming with permanent residents paying week-to-week, month-to-month, or on annual leases cling to a classification as “nonresidential” hotels by holding units vacant for transient guests.

The Appendix A glossary quotes contrastive state and local definitions standards, and applicable laws for or applied to classes of lodging. See Appendix A for varied legal definitions for “hotel”, “motel”, “SRO hotel”, and boarding house, among other terms.

“Resident” tax abatement and rights

Many of the states and localities distinguish the classes of accommodations hosting “transients” in order to require establishments in these classes to collect taxes from such guests. State laws fix when “residency” is conveyed – after 30 days, 70 days, 90 days, for example. New state residents are typically expected to begin paying state and local income taxes on earnings and change their drivers’ and vehicle licenses to an address in the state. Further criteria for “residency status” and latitude for registering as an “out-of-state” visitor vary by state. State and/or local laws may also bestow “tenant’s rights” on occupants of hotel units after they stay for a legally prescribed minimum period or meet other requirements.

In jurisdictions where a “transient” or “tourist” or “luxury” tax is tacked on top as a per cent of accommodation charges, the cost of renting a unit drops as soon as an occupant stays long enough to be considered a state and local resident.

In one state with a 30-day residency requirement, for example, hotels and motels drop the “luxury” tax on unit rentals on the 31st day. Also, on the 31st day, the new state resident is legally endowed with full tenants’ rights to unit occupied, even in hotels which “lease” week to week or month-to-month. Another state which conveys residency after 70 days not only requires hotels to stop charging occupants the state and local “hotel taxes” once hotel occupants become “legally resident” but also to rebate the hotel/motel tax occupants paid before they became “residents.”

An occupant who is considered a jural “tenant” or “legal resident” of a hotel unit gains certain rights and, in several jurisdictions, caps the rent on their unit.

Zoning and local ordinances

Where accommodations may locate is largely dictated by local zoning and detailed ordinances that specify where (and how) each class of legally recognized lodgings is permitted to operate.

Since the advent of Euclidean Zoning in the 1920s, local government zoning codes have specified land use and what kinds of buildings and business are allowed to operate in each zone. Local ordinances echo more general state-level definitions of types and classes of accommodations, and prescribe detailed standards. Local codes may set the frequency and types of services guests receive, maximum building height,

set back from thoroughfares, footprint on acreage and required fire safety equipment, the size and furnishings of units, layout and other matters.

Local zoning commonly restrict hotels and motels to commercial, industrial, or “mixed use” (residential-industrial-commercial) land use zones. Commercial accommodations are typically banned from areas zoned residential, except for establishments protected by “grandfather” clauses operating continuously since before zoning or, where permitted, converted from houses. The historic concentrations of urban hotels in downtown “central business districts” and the modern concentrations of hotels in suburban “office parks” reflect the predominant historic and most recent zones approved for hotels and motels. Sites zoned “commercial” or for a specific class of accommodations can make its real estate more valuable than the building property and business.

Zoning and other local laws in multiple jurisdictions have driven rooming and boarding houses into the ubiquitous underground of private residential houses and apartments. Several California counties define as “hotels” accommodations with a low cutoff number of guests (five or six) and accommodations serving fewer as “boarding houses” or “rooming houses”. In New York City, where a ‘rooming house’ or a ‘furnished room house’ has been defined as a multiple dwelling other than a “hotel” with less than thirty sleeping rooms since 1929, has recently redefined thousands of former rooming houses (and former single family private houses subdivided into rental rooms) as “commercial SRO hotels” to enjoin their demolition. Codes, ordinances, and regulations in various local jurisdictions prohibit rooming and boarding houses from operating in certain residential zones, from housing “transients” (staying less than 30 or other lengthier periods), from advertising their services, and from posting signs; restrict the number of occupants, and require proprietors to take out business licenses and submit the property to building and fire inspections. These laws are either unknown or ignored by many recent immigrants and landlords who “illegally” subdivide houses and apartments to create and rent rooms and other sleeping spaces (Federation of Citizens Associations of the District of Columbia 2002; Mahler 2005, 1995, 1993; McKay 1992). This report excludes room and board rooms and sleeping spaces in private homes from the “hotel” subject category.

BUSINESS STRATEGIES

The image of hotels and motels as “traveler’s accommodations” is deliberately cultivated by that sector of the “hospitality” industry which relies on a steady stream of customers. Transients staying a few days are typically charged higher and more profitable rates. Establishments catering to travelers put a great deal of effort into ads and booking to keep vacancy rates low.

Many establishments that polish their image to attract transients nevertheless tolerate or even rely on people settling in or staying a long time to provide a dependable floor of revenue. This report discusses various strategies hoteliers deploy to attract a core of

residents, from discount deals to unit ownership.

The proportion of units occupied by people who are residing, sojourning, or regularly cycling through varies in any given hotel. Some mainly “residential hotels” rent units to tourists; some predominantly travelers’ lodgings host long term residents.

The situation is perhaps best conceived as a distribution curve. Various situations and strategies fix any particular property at a point somewhere between the pole of accommodating only transients to the pole of completely residential. Some business strategies encourage residents, while others are incompatible.

Changes in the late 20th and early 21st centuries

Historically, residential hotels and large boarding houses in urban areas dominated the U.S. stock of accommodations and a minority of special built or *ad hoc* lodgings offered overnight accommodations at key urban and tourist destinations and along travel routes. In the period between roughly the early 1950s and early 1980s, the number and capacity of “motels”, motor or tourist courts, cabins and chain establishments plying to travelers increased. Chains of brand hotels built hundreds of properties, along vehicular travel routes and at urban and resort destinations. (Jakle, Sculle and Rodgers 1996; Witzel 2002; AH&LA 2000). In the same period, many older urban hotels were demolished. New hybrid styles began emerging in the mid-1980s. Though primarily oriented to travelers and located to capture travel flows, high rise “motels” offered “suites” of rooms and welcomed sojourners on open-ended stays and “regulars” with special discounts. Despite the loss of low-cost urban residential hotels, in 1990, as many people were living in hotels as in public housing [Groth 1994 (1999)]. In the decade between 1995 and 2005, established “all suites” brands and new brands that featured studio and bedroom apartment units began characterizing their accommodations as “extended stay” hotels. In one decade, the “all suites” and the “all apartment” styles each added over half a million units nationwide.

Services and price

Hotels and motels are categorized in terms of their services (from “limited” to “full”; with or without food and beverage), facilities, amenities, “quality” (often rated with one to five “stars”) and price range: “budget” or “economy” through “upscale” or “luxury.” Here three tiers are distinguished: “the low end,” “midrange,” and “the high end.”

Accommodations in the “low end” charge rates lower than area and national averages and generally offer “limited” services. Many are older properties operating as independents or “economy” brands. “Midrange” hotels and motels have more facilities on site, greater amenities, and are of a better “quality.” Midrange properties are more often recently built or recently remodeled and commonly trade as franchised brands. There is a gap between the highest rates of “midrange hotels” and the lowest rates of the several times more expensive “high end” hotels.

Unit rates vary by market within types, chains, and franchised or association brands. In

metropolitan areas, day rates at “low end” hotels come in under \$50; in rural areas, at less than \$30. Regular day rates in the “midrange” cap around \$200. Discounts for stays of a month or more can drop “midrange” rates to within ten or twenty dollars of the top horizon rate charged at local “low end” – a financial lure attractive for settlers, sojourners, and regulars. “High end” hotels routinely charge more than \$200 and on up to thousands of dollars per unit per night. People who reside in high end hotels, as discussed below, are more attracted by convenience than bargains.

FEATURES

Various hotel/motel features intersect to attract or repel residents and regulars. Among these are unit style, deals, brand and company policies, social attractions, and at the high end, prestige. Local ordinances may constrain what accommodations are permitted to offer.

Units

Zoning codes, state, local and federal laws, and industry publicity use different terms to describe and define the rental units in hotels, motels, rooming and boarding houses, and like indoor lodgings. Modern units are minimally a room furnished with a bed for sleeping and access to sanitary facilities. Units may have common or private baths, group multiple rooms, or be complete apartments with private bathrooms and kitchens.

Certain hotel brands advertise their more spacious rooms with private baths as “suites” while the suites of other brands have a bedroom, sitting room and bath or complete studio or bedroom apartments. What bed and breakfast inns (“B&Bs”) advertise as “suites” usually consist of a sleeping room with either a private bathroom or attached sitting room. A “suite” in legacy luxury hotels may have multiple bedrooms and baths, a living room, dining room, and butler’s pantry, but lack a kitchen. In different contexts, a “Single Room Occupancy” (“SRO”) unit may be a studio apartment or a room with or without a private bath, with or without a kitchen, with or without food preparation permitted in the unit or in a common kitchen on the premises. The Department of Housing and Urban Development (HUD) defines SRO units as either apartments with both private bathrooms and kitchens or rooms lacking private bathrooms and/or kitchens. States and local jurisdictions which recognize the SRO or “compact living quarters” units have disparate definitions. Legal definitions for units quoted in Appendix A give a flavor of the variation and degree to which local regulations dictate unit style, size, and furnishings for different classes of accommodations.

Rooms

Here the following units are called “rooms”:

Room with a shared bath: one sleeping room whose occupant(s) shares toilets and bathing facilities on the same hallway or floor with occupants of other rooms;

Room with a private bath: one sleeping room with a private bath

for the exclusive use of the occupant(s);
 Suite: at least two rooms (a bedroom and sitting room,
 adjoining bedrooms, or other configuration) with at least one
 private bathroom.

“Rooms” and “suites” lack kitchens. Local ordinances may prohibit cooking in commercial accommodations. Laws or management may limit the portable equipment, such as electric coffee makers, “mini-fridges,” microwaves and the popular combination mini-fridge/microwave appliance furnished, available for rent, or permitted to be brought in to units. Even minimal equipment for storing and warming food are conveniences for people living permanently, staying long term, and cycling. Residents of units in which cooking was prohibited vary in their compliance with this rule. Roomers and guests units of rooming houses, boarding houses, guest houses, and B&Bs often share baths, and, in these classes of lodgings, cooking is commonly prohibited.

Apartments

A complete apartment is a unit with at least a sleeping area or separate bedroom, a private bathroom, and a kitchen. The kitchen may be in a separate room or arranged as a “kitchenette” located in a room designed for activities other than preparing and storing food. Cooking is permitted and apartment kitchens are equipped with appliances for preparing, storing, and washing food: a full stove or stove-top cooking burners and oven or a microwave, a full or “mini” refrigerator, a separate sink with running water, and, occasionally counter tops, cabinets, table, a dishwasher, pots, pans, plates, and utensils.

A “studio” (or “efficiency”) apartment is a compact unit with a sleeping area and fully equipped kitchenette in the same room and a separate private bathroom.

A bedroom apartment is a unit with one or more separate sleeping rooms, at least one private bathroom, a completely equipped kitchen area, and, possibly, other rooms.

Rates for units do not necessarily correspond with layout and equipment. Several limited service “economy” brands offer complete studio apartments with private baths and kitchenettes for considerably lower rates than midrange and high end hotels with full services and ample facilities charge for one “guest room” with a private bath.

Length of stay

Limits on the period of time a guest may stay can be imposed by the local ordinance governing the class of accommodations, by brand or company management policy, or as a hospitality management strategy responding to local opportunities or constraints. Unless local laws require that their licensed class of lodgings exclusively serve transients, businesses can opt to fill units opportunistically with varying percentages of long term residents.

Hotel management may limit the duration of a guest's stay in advance (upon reserving or upon check-in) either to honor pending reservations or as a policy. Some establishments adopt a blanket policy of limiting the time anyone may stay to avoid guests from acquiring rights under local laws as "tenants" or as "permanent residents." Hotels which derive major revenues from contracting blocks of rooms for conferences, conventions, trade shows, or tours are less likely to encourage residence because these hotels need to maximize the number of guest rooms they can offer and commit to large groups. Residents, sojourners and regulars erode the capacity of the property to accommodate large groups. To fill gaps between the departure and arrival of groups, several large "conference hotels" market weekend romantic "get away" packages to locals whom they expect will go home Sunday afternoon.

Some larger boarding houses and nonprofit hotels only accept residents in an eligible age bracket, of one gender, one status (for example, employed women age 18-30, registered students) or other specified characteristics. Bracketing eligibility by age functions to limit the duration of stays as boarders and occupants age. Some establishments lease for periods of less than one year (for example, by the academic semester) and/or set the maximum length of stay, for example, at two years. During seasons when tourists are plentiful, youth hostels are most likely to limit guests' stays to periods reckoned in days or weeks; at other times, over the winter, several urban U.S. youth hostels rent rooms and beds in dormitories to college students by the semester.

Minimum stays may be required by law or business policy. Several jurisdictions prohibit boarding or rooming houses from hosting transients and peg the minimum boarding/rooming house stay to that period of time (30 days, 90 days) it takes for a person to qualify as a legal resident of the state. Some legacy independent hotels and other high rent properties in urban and resort locations require minimum stays (of three, four, or five days) during periods of peak demand or all year round. Several brands of "extended stay" hotels charge for a minimum 30 day stay; extended stay properties that even offer overnight or weekly rates are exceptions.

Certain local legal environments make it necessary, practical or advantageous for management to limit length of stays. Although a chain or franchise brand may lack an explicit national policy placing time limits on stays, its hotels and motels must comply with local rules and adapt to local business opportunities. Several national budget brands and "extended stay" hotels affirmatively encourage and depend upon long term residents for dependable revenues. Franchisees, chains and brands favorable to hosting long term avoid jurisdictions where their emphasis on encouraging long term stays is literally illegal or else modify their properties and policies in those areas.

Hotels are known to impose stay limits to prevent occupants from obtaining resident or tenant status (Cell 1998) – a practice called "churning" in California.

In New York City, hotels accepting the clients of City agencies recently

park, and the rubble of demolished buildings. The warehouse district, row house residences, and high rise apartment project that once surrounded this hotel and optimized its location as a place to stay have been torn down. On the its front wall, the hotel touts free parking; on its back wall, a realtor's sign offers the property for sale.

"Permanent and Transient"

Signs prominently posted on several hotels in the Midwest city where people live quote the license and tax code terms --"permanent" and "transient"-- or abbreviate: "Perm & Transit." A sign outside the workers' hotel stranded in an urban wasteland states "Transient and Permanent Welcome". Further west, a high rise hotel that has always been primarily residential welcomes "permanents" and "transients". In the 1930s, it was a "cubicle hotel" with 212 small sleeping rooms and shared bathrooms. In the late 1950s, it was remodeled into 120 rooms, some with private baths, in the style typical of workers' hotels.

A five-storey hotel at the outer edge of downtown manages to preserve its classification as a "regular" hotel by accepting overflow from more centrally located hotels that really do specialize in accommodating visitors to the metropolis. The hotel charges overflow transients day rates between \$101-\$150 /night. The hotel's colony of residents each pay about the same amount per week to rent the room where they permanently live as the overflow transients pay per night. Despite its legal struggles to avoid being formally designated as a "residential hotel" or "SRO hotel", the hotel posts a small sign out front advertising "Rooms for Rent". This subtle simple ad is understood in the East and Midwest as notice that the accommodations offers long term "rooming house" service.



Hotels are generally permitted in urban commercial zones. Hotels located on busy city commercial strips can survive by renting space at street level to retail shops. Rental real estate adds an income stream to help keep older hotels afloat and some new urban hotels are designed to capture such income with storefronts and interior concessions. Inhabited hotels on deserted streets, displaced from the opportunity to rent to retailers, board up the floor where lobbies, restaurants, bootblack stands, and shops used to be, dropping any pretense they offer services or facilities commonly found in midrange and high end hotels.

Long term residents of one hotel on a busy commercial street walk upstairs and unlock the second storey entry door themselves, unattended. No "tourists" find accommodations here, though the hotel advertises a daily rate.



Four older low end hotels clustered on a hip commercial strip have narrow entry ways to maximize ground floor space for commercial retail rentals. The owner-operator of a three-storey independent hotel bans women.

families displaced by emergencies.



In the midrange brand and chain hotels investigated, managers estimated long term residents and sojourners constituted approximately two per cent of their unit rental business. By contrast, managers of extended stay hotels estimated individuals and families staying for six months or more constituted roughly half their business.

Extended Stay Hotels

Extended stays hotels are a fast-growing segment of the accommodations industry. Brands and properties have multiplied in the last decade. Appendix B, Part 2, details the major brands. Extended stay hotels offer furnished, well-equipped units, common facilities, and hotel services in dedicated buildings and complexes. As hotels, at a minimum, extended stays provide housekeeping services, change the linens (sheets and towels), collect trash, handle mail and messages, and provide at least some limited hours of reception services. Brands vie with each other by including "extras" in the price of the unit rental: free parking, free use of hotel facilities (pool, exercise room), shuttle buses, free prepared food (breakfast, dinner), concierge services, evening receptions. Unit style varies by brand, and within brand, by adaptations to local market and hotel legal standards because few jurisdictions recognize extended stays as the hybrids they are (cf. Ohio nd; United States Department of Labor, nd).

"All suites" brands

The "extended stay" concept was originally attached to "all suites" brands beginning in the mid 1970s. "All suites" brands advertise as comfortable "homes away from home" or "temporary accommodations." All suites brands are differentiated by price ("upscale" versus "moderate"), level of service ("limited" or "full"), suggested lengths of stays ("five days or more"..."for a month or longer") and target clientele ("the business traveler" ... "serving the military, government, insurance, and relocation markets"). Many national hotel/motel brands have created one or more sub-brands with the key term "suites" in their names. "Suites" are sets of rooms: typically, a bedroom and bathroom, plus a sitting room/office, often equipped for business with high speed Internet connections, for relaxing with cable TV, and for convenience, with a microwave, mini-fridge, coffee maker, and other appliances. Some "all suites" hotels have some units with kitchenettes, more accurately described as studio apartments.

Apartment extended stay units

Apartments are the normative unit in extended stay hotels. Special built new constructions offer a range of layouts, varying by brand. Among the styles are:

- one room "studio" apartment with a separate private bath and kitchenette;
- one bedroom apartment with a separate private bath and a complete kitchen (stove top or range, oven and/or microwave, a full refrigerator, a sink, cabinets, often a dishwasher);
- "roommate" apartments with two bedrooms with a private bathroom off each, a complete kitchen-dining area and a living room; and

larger multi-room apartments with two or more bedrooms, a living room, a full kitchen, and often as many or more bathrooms as bedrooms.

Most extended stay brands with apartment units are "limited services" hotels which have fewer common facilities than other midrange hotels, which they compensate with services appropriate to those settled in and sojourning long term. Extended stays commonly serve free hot breakfasts, arrange evening social hours ("manager's receptions"), offer free parking and shuttle buses to public transportation, and may offer various concierge/valet services.

From the 1990s through the present, major national hotel franchise families and national and regional chains proliferated brands of extended stay hotels; there are now more than 2,600 dedicated extended stay hotel properties with more than a quarter million studio or bedroom apartment units. During the first quarter of 2005, at the monthly rate, the per night charge at an extended stay ranged from a low of about \$24/night (for one economy brand in a rural area) to \$127/night in one midrange brand in metropolitan areas. Prices per night were higher across the boards for stays of less than one month (30 days) in those brands which permit shorter stays. Appendix B, Part 2, Extended Stays lists extended stay brands and sub-brands of major franchise families and independent chains. Appendix C, Hotel Companies, illustrates how major franchise and hotel property companies have diversified into extended stay brands.

Extended stays do not offer "leases" for multiple months or for a year. Policies toward lodging guests for periods shorter than 30 days and for renewing month-to-month vary within and among brands. Some brands require a "security deposit" and/or non-refundable month's payment in advance. Policies are largely set by managers adapting the extended stay concept to the local market.

Where local ordinances prohibit cooking in hotel units, extended stay hotel brands that offer studios or bedroom apartments with kitchens may only offer suites. Newer entrants are building all apartment hotels and locate in jurisdictions where that is possible. More detail on the extended stay brands appears in Appendix B and in a comparison of several brands (Biz-Stay.com, 2005).

I visited the extended stay hotel of one well-established national brand six weeks after it opened. About half its studio apartment units were already occupied. Several guests told me they moved in precisely because they planned to stay for six months or more while they were working in the area. The hotel staff greeted and talked with men and women returning from work, wearing business suits and construction protective clothing. Common areas on site were limited to the lobby, a laundry room, and large free parking lot, although guests were entitled to use the facilities at another hotel in the chain about 30 miles away. Nationally, the brand normally requires a one month minimum. At the new hotel, until the units fill with

properties and/or a thousand or more guest units to illustrate the industry's concentration. Appendix C further notes associated subsidiaries and which of the hotel property-owning companies operate extended stay brands. The company appendix does not represent the more than 9,000 entities which own one or more commercial accommodation properties in the United States. Sources for this appendix are largely taken from the companies' own publicity or business news. Several multibillion dollar mergers and acquisitions took place during 2005.

DISCUSSION

For decades, the Census Bureau defined and refined the concepts of the "dwelling" and later the "housing unit" as the primary unit of population enumeration and tabulated into the "population in households" people enumerated at addresses classified as "housing units." People living in units classified as housing/households have been contrasted and tabulated separately from the population classified as living in institutions or "non-institutional group quarters."

Residences in hotels, motels, and boarding houses fell in different universes in different 20th century censuses. The 1980, 1990, and 2000 Censuses of the population considered a declining number and proportion of commercial accommodations establishments and units in them as places where people "live" (who have no other home, or who, under *defacto* rules of residence, should be counted where they sleep most of the time or where they are living on a reference date).

Today, there are more hotels, motels, and like accommodations in the United States than ever before. An increasing number and proportion of hotel/motel units are "complete apartments" that fully meet the Census Bureau's physical definition of "housing units."

NEXT STEPS

Considerations

Studio and bedroom apartments in hotels, motels, and especially, "extended stay" hotels meet the Census Bureau's physical definition of a "housing unit."

The accommodation industry's trend of building and retrofitting properties with studio and/or bedroom "complete apartments" needs to be considered in deciding how to list units in hotels and motels. Complete apartments are housing units which the Census Bureau has traditionally treated as a basic unit for the enumeration of the population and includes in samples for demographic surveys.

Extended stay hotels merit attention on several counts. First, most extended stay hotels offer complete apartments, that is, housing units with kitchens and bathrooms.

Second, extended stays hotels are inhabited by residents, primarily sojourners who stay for months or years while they are “in between” other solutions for housing, in the process of relocating, or working. However “temporary” they may conceive their situations, many sojourners have no homes other than their hotels. Third, extended stay hotels converge with “serviced” rental apartments. The physical units, furnishings, and services each provide are similar; the main differences are in how they are licensed locally and how they bill tenants. (In the rival industry of temporary or “corporate” housing, intermediary agencies lease apartments in serviced apartment buildings for subletting to clients.) Extended stay hotels charge and renew occupancy by calendar periods measured by the day, week, or month; furnished serviced apartments lease for “temporary” periods typically by the week or month. Some “corporate housing” agencies claim they can move their clients in and out of apartments day-by-day and several promote extended-stay hotels along with serviced apartment or house rental options. If apartments in rental real estate buildings available for short stays are considered “housing units” then why not treat apartments in hotels the same way?

Census 2000 methods appear to have avoided people who reside in hotels, with the exception of those in the low end. First, less than half the commercial accommodations operating in the United States in the late 1990s and in 2000 country – a little over 40,000– were identified as potential hotel/motel “Special Places” on the pre-census inventory. Second, during listing operations, the facility questionnaire screened hotels and motels by asking contacts to identify only those units occupied by “permanent” residents, resident managers, and the homeless. Appraisal of an individual’s occupancy as “permanent” is highly subjective, even in the mind of the residents. Settlers, content with living in their respective hotels, might admit to being “permanent” residents, however, in jurisdictions where occupants of hotels, motels, boarding houses, and other commercial accommodations lack tenants’ rights, they might filter this sense of permanence. Sojourners – no matter how long they have lived in commercial accommodations, or how dim the chances they will move on– regard their stays as temporary. Hotel staff are in a better position to answer questions based on observations and business records than they are to second-guess occupants’ intentions of staying forever.

In the fieldwork for this research, I found hotel staff and managers willing and able to answer the question:

Has anyone been living in this hotel for a month or more? For six months?

During the 2000 Decennial enumerations, occupants of commercial accommodations were screened by asking up front if they had some other “usual home elsewhere”. If they said yes, they were not enumerated. Such a probe was not applied to screen out people in units classified as housing; when households protested they had already returned their census form by mail, the visiting

enumerator was obliged to re-enumerate them.

Revised “rules of residence” using *de facto* criteria to identify as an individual’s residence that one place where he or she lives or sleeps “most of the time” need to be applied without prejudice to people who live in hotels.

A *de facto* rule of residence focused on where a person lives and sleeps “most of the time” clearly places settlers and sojourners as residents of their hotel, motel, or like accommodations. Were “most of the time” correctly calculated, it will also include those “regulars” who routinely sleep four or more nights a week at a hotel, motel, or B&B, or who seasonally sojourn in a motel for a longer period each year than they “live” anywhere else.

People across the entire spectrum of economic circumstances live in hotels, motels, and like accommodations. Wealthy and middle class people live in hotels of different styles, price ranges, and locations than those where low income and very poor people live.

Inner-city single room occupancy hotels received more attention in the 1990 and 2000 Decennial Censuses than rural low end, and far more than the midrange and high end establishments. The practice of setting an artificial and antiquated ceiling amount charged per night to qualify commercial accommodations as a potential unit of enumeration needs to be suspended. The low rate (\$12/night in 2000!) introduced a bias prejudicing the enumeration of retirees, working people, and multimillionaires who live in hotels.

Among the hotel residents and sojourners interviewed in this research during 2005, most were paying between \$45 and \$90 /night. The lowest rent paid worked out to \$19/night and the highest, to \$1,500/night. The settlers paying the least paid weekly in cash for a bedroom and private bath. The settlers paying the most paid their condo and services fees monthly on the bedroom apartment they owned and occupied.

Recommendations for change

1) For the 2010 Decennial Census, test and plan an enumeration operation in all hotels, motels, and commercial and nonprofit accommodations more like the 1970 T and M Nights but without any ceilings on room per night rate. The 1970 operations enlisted the managers and staff to help distribute Individual Census Reports to units on a single night. (See the “Check into the Census” recommendation in Brownrigg 2003 for more detailed suggestions.)

2) In the Economic Directorate, consider classifying “residential hotels” and “retirement hotels” as a subtype of rental (and condo) residential Real Estate, and consider classifying “extended stay hotels” as a subtype in the Accommodations

Exhibit 17 –
US Census Bureau Rules of Residence



Residence Rule And Residence Situations For The 2010 Census

Facts About the Census 2010 Residence Rule and Residence Situations

- | | | |
|--|---|--|
| 1. <u>Where You Are Counted Is Important</u> | 9. <u>Movers On Census Day</u> | 17. <u>People In Group Homes And Residential Treatment Centers For Adults</u> |
| 2. <u>The Concept Of Usual Residence</u> | 10. <u>People Who Are Born Or Die On Census Day</u> | 18. <u>People In Health Care Facilities</u> |
| 3. <u>The Residence Rule</u> | 11. <u>Nonrelatives Of The Householder</u> | 19. <u>People In Juvenile Facilities</u> |
| 4. <u>People Away From Their Usual Residence On Census Day</u> | 12. <u>U.S. Military Personnel</u> | 20. <u>People In Residential School-Related Facilities</u> |
| 5. <u>Visitors On Census Day</u> | 13. <u>Merchant Marine Personnel On U.S. Flag Maritime/Merchant Vessels</u> | 21. <u>People In Shelters</u> |
| 6. <u>People Who Live In More Than One Place</u> | 14. <u>Foreign Citizens In The U.S.</u> | 22. <u>People In Transitory Locations (e.g., RV parks, campgrounds, marinas)</u> |
| 7. <u>People Without A Usual Residence</u> | 15. <u>U.S. Citizens And Their Dependents Living Outside The U.S.</u> | 23. <u>People In Religious-Related Residential Facilities</u> |
| 8. <u>Students</u> | 16. <u>People In Correctional Facilities For Adults</u> | 24. <u>People In Workers' Residential Facilities</u> |

1. WHERE YOU ARE COUNTED IS IMPORTANT

For the 2010 Census, the Census Bureau is committed to counting every person. Just as important, however, is the Census Bureau's commitment to counting every person in the correct place. The fundamental reason the decennial census is conducted is to fulfill the Constitutional requirement (Article I, Section 2) to apportion the seats in the U.S. House of Representatives among the states. Thus, for a fair and equitable apportionment, it is crucial that people are counted in the right place during the 2010 Census.

2. THE CONCEPT OF USUAL RESIDENCE

Planners of the first U.S. decennial census in 1790 established the concept of "usual residence" as the main principle in determining where people were to be counted. This concept has been followed in all subsequent censuses and is the guiding principle for the 2010 Census. Usual residence is defined as the place where a person lives and sleeps most of the time. This place is not necessarily the same as the person's voting residence or legal residence.

Determining usual residence is easy for most people. Given our Nation's wide diversity in types of living arrangements, however, the usual residence for some people is not as apparent. A few examples are people experiencing homelessness, snowbirds, children in shared custody arrangements, college students, live-in employees, military personnel, and people who live in workers' dormitories.

Applying the usual residence concept to real living situations means that people will not always be counted at the place where they happen to be staying on Thursday, April 1, 2010 (Census Day). For example, people who are away from their usual residence while on vacation or on a business trip on Census Day should be counted at their usual residence. People who live at more than one residence during the week, month, or year should be counted at the place where they live most of the time. People without a usual residence, however, should be counted where they are staying on Census Day.

3. THE RESIDENCE RULE

The residence rule is used to determine where people should be counted during the 2010 Census. The rule says:

- Count people at their usual residence, which is the place where they live and sleep most of the time.
- People in certain types of facilities or shelters (i.e., places where groups of people live together) on Census Day should be counted at the facility or shelter.
- People who do not have a usual residence, or cannot determine a usual residence, should be counted where they are on Census Day.

The following sections describe how the residence rule applies for people in various living situations.

4. PEOPLE AWAY FROM THEIR USUAL RESIDENCE ON CENSUS DAY

People away from their usual residence on Thursday, April 1, 2010 (Census Day), such as on a vacation or a business trip, visiting, traveling outside the U.S., or working elsewhere without a usual residence there (for example, as a truck driver or traveling salesperson) - Counted at the residence where they live and sleep most of the time.

5. VISITORS ON CENSUS DAY

Visitors on Thursday, April 1, 2010 (Census Day) who will return to their usual residence - Counted at the residence where they live and sleep most of the time.

Citizens of foreign countries who are visiting the U.S. on Thursday, April 1, 2010 (Census Day), such as on a vacation or a business trip - Not counted in the census.

6. PEOPLE WHO LIVE IN MORE THAN ONE PLACE

People living away most of the time while working, such as people who live at a residence close to where they work and return regularly to another residence - Counted at the residence where they live and sleep most of the time. If there is no residence where they live and sleep most of the time, they are counted where they live and sleep more than anywhere else. If time is equally divided, or if usual residence cannot be determined, they are counted at the residence where they are staying on Thursday, April 1, 2010 (Census Day).

People who live at two or more residences (during the week, month, or year), such as people who travel seasonally between residences (for example, snowbirds) - Counted at the residence where

they live and sleep most of the time. If there is no residence where they live and sleep most of the time, they are counted where they live and sleep more than anywhere else. If time is equally divided, or if usual residence cannot be determined, they are counted at the residence where they are staying on Thursday, April 1, 2010 (Census Day).

Children in shared custody or other arrangements who live at more than one residence - Counted at the residence where they live and sleep most of the time. If time is equally divided, they are counted at the residence where they are staying on Thursday, April 1, 2010 (Census Day).

7. PEOPLE WITHOUT A USUAL RESIDENCE

People who cannot determine a usual residence - Counted where they are staying on Thursday, April 1, 2010 (Census Day).

People at soup kitchens and regularly scheduled mobile food vans - Counted at the residence where they live and sleep most of the time. If they do not have a place they live and sleep most of the time, they are counted at the soup kitchen or mobile food van location where they are on Thursday, April 1, 2010 (Census Day).

People at targeted non-sheltered outdoor locations - Counted at the outdoor location where people experiencing homelessness stay without paying.

8. STUDENTS

Boarding school students living away from their parental home while attending boarding school below the college level, including Bureau of Indian Affairs boarding schools - Counted at their parental home rather than at the boarding school.

College students living at their parental home while attending college - Counted at their parental home.

College students living away from their parental home while attending college in the U.S. (living either on-campus or off-campus) - Counted at the on-campus or off-campus residence where they live and sleep most of the time.

College students living away from their parental home while attending college in the U.S. (living either on-campus or off-campus) but staying at their parental home while on break or vacation - Counted at the on-campus or off-campus residence where they live and sleep most of the time.

U.S. college students living outside the U.S. while attending college outside the U.S. - Not counted in the census.

Foreign students living in the U.S. while attending college in the U.S. (living either on-campus or off-campus) - Counted at the on-campus or off-campus residence where they live and sleep most of the time.

9. MOVERS ON CENSUS DAY

People who move into a residence on Thursday, April 1, 2010 (Census Day) who have not been listed on a questionnaire for any residence - Counted at the residence they move into on Census Day.

People who move out of a residence on Thursday, April 1, 2010 (Census Day) and have not moved into a new residence on Thursday, April 1, 2010 and who have not been listed on a questionnaire for any residence - Counted at the residence from which they moved.

People who move out of a residence or move into a residence on Thursday, April 1, 2010 (Census Day) who have already been listed on a questionnaire for any residence - If they have already been listed on one questionnaire, do not list them on any other questionnaire.

10. PEOPLE WHO ARE BORN OR DIE ON CENSUS DAY

Babies born on or before 11:59:59 p.m. on Thursday, April 1, 2010 (Census Day) - Counted at the residence where they will live and sleep most of the time, even if they are still in the hospital on April 1, 2010 (Census Day).

Babies born after 11:59:59 p.m. on Thursday, April 1, 2010 (Census Day) - Not counted in the census.

People who die before Thursday, April 1, 2010 (Census Day) - Not counted in the census.

People who die on Thursday, April 1, 2010 (Census Day) - Counted in the census if they are alive at any time on April 1, 2010.

11. NONRELATIVES OF THE HOUSEHOLDER

Roomers or boarders - Counted at the residence where they live and sleep most of the time.

Housemates or roommates - Counted at the residence where they live and sleep most of the time.

Unmarried partners - Counted at the residence where they live and sleep most of the time.

Foster children or foster adults - Counted at the residence where they live and sleep most of the time.

Live-in employees, such as caregivers or domestic workers - Counted at the residence where they live and sleep most of the time.

12. U.S. MILITARY PERSONNEL

U.S. military personnel living in military barracks in the U.S. - Counted at the military barracks.

U.S. military personnel living in the U.S. (living either on base or off base) but not in barracks - Counted at the residence where they live and sleep most of the time.

U.S. military personnel on U.S. military vessels with a U.S. homeport - Counted at the onshore U.S. residence where they live and sleep most of the time. If they have no onshore U.S. residence, they are counted at their vessel's homeport.

People in military disciplinary barracks and jails in the U.S. - Counted at the facility.

People in military treatment facilities with assigned active duty patients in the U.S. - Counted at the facility if they are assigned there.

U.S. military personnel living on or off a military installation outside the U.S., including dependents living with them - Counted as part of the U.S. overseas population. They should not be included on any U.S. census questionnaire.

U.S. military personnel on U.S. military vessels with a homeport outside the U.S. - Counted as part of the U.S. overseas population. They should not be included on any U.S. census questionnaire.

13. MERCHANT MARINE PERSONNEL ON U.S. FLAG MARITIME/MERCHANT VESSELS

Crews of U.S. flag maritime/merchant vessels docked in a U.S. port or sailing from one U.S. port to another U.S. port on Thursday, April 1, 2010 (Census Day) - Counted at the onshore U.S. residence where they live and sleep most of the time. If they have no onshore U.S. residence, they are counted at their vessel. If the vessel is docked in a U.S. port, crewmembers with no onshore U.S. residence are counted at the port. If the vessel is sailing from one U.S. port to another U.S. port, crewmembers with no onshore U.S. residence are counted at the port of departure.

Crews of U.S. flag maritime/merchant vessels engaged in U.S. inland waterway transportation on Thursday, April 1, 2010 (Census Day) - Counted at the onshore residence where they live and sleep most of the time.

Crews of U.S. flag maritime/merchant vessels docked in a foreign port, sailing from one foreign port to another foreign port, sailing from a U.S. port to a foreign port, or sailing from a foreign port to a U.S. port on Thursday, April 1, 2010 (Census Day) - Not counted in the census.

14. FOREIGN CITIZENS IN THE U.S.

Citizens of foreign countries living in the U.S. - Counted at the U.S. residence where they live and sleep most of the time.

Citizens of foreign countries living in the U.S. who are members of the diplomatic community - Counted at the embassy, consulate, United Nations' facility, or other residences where diplomats live.

Citizens of foreign countries visiting the U.S., such as on a vacation or business trip - Not counted in the census.

15. U.S. CITIZENS AND THEIR DEPENDENTS LIVING OUTSIDE THE U.S.

U.S. citizens living outside the U.S. who are employed as civilians by the U.S. Government, including dependents living with them - Counted as part of the U.S. overseas population. They should not be included on any U.S. census questionnaire.

U.S. citizens living outside the U.S. who are not employed by the U.S. Government, including dependents living with them - Not counted in the census.

U.S. military personnel living on or off a military installation outside the U.S., including dependents living with them - Counted as part of the U.S. overseas population. They should not be included on any U.S. census questionnaire.

U.S. military personnel on U.S. military vessels with a homeport outside the U.S. - Counted as part of the U.S. overseas population. They should not be included on any U.S. census questionnaire.

16. PEOPLE IN CORRECTIONAL FACILITIES FOR ADULTS

People in correctional residential facilities on Thursday, April 1, 2010 (Census Day) - Counted at the facility.

People in federal detention centers on Thursday, April 1, 2010 (Census Day) - Counted at the facility.

People in federal and state prisons on Thursday, April 1, 2010 (Census Day) - Counted at the facility.

People in local jails and other municipal confinement facilities on Thursday, April 1, 2010 (Census Day) - Counted at the facility.

17. PEOPLE IN GROUP HOMES AND RESIDENTIAL TREATMENT CENTERS FOR ADULTS

People in group homes intended for adults (non-correctional) - Counted at the facility.

People in residential treatment centers for adults (non-correctional) - Counted at the residence where they live and sleep most of the time. If they do not have a residence where they live and sleep most of the time, they are counted at the facility.

18. PEOPLE IN HEALTH CARE FACILITIES

Patients in general or Veterans Affairs hospitals (except psychiatric units) on Thursday, April 1, 2010 (Census Day), including newborn babies still in the hospital on Census Day - Counted at the residence where they live and sleep most of the time. Newborn babies should be counted at the residence where they will live and sleep most of the time.

People in hospitals on Thursday, April 1, 2010 (Census Day) who have no usual home elsewhere - Counted at the facility.

People staying in in-patient hospice facilities on Thursday, April 1, 2010 (Census Day) - Counted at the residence where they live and sleep most of the time. If they do not have a residence where they live and sleep most of the time, they are counted at the facility.

People in mental (psychiatric) hospitals and psychiatric units for long-term non-acute care in other hospitals on Thursday, April 1, 2010 (Census Day) - Counted at the facility.

People in nursing facilities/skilled nursing facilities on Thursday, April 1, 2010 (Census Day) - Counted at the facility.

19. PEOPLE IN JUVENILE FACILITIES

People in correctional facilities intended for juveniles on Thursday, April 1, 2010 (Census Day) - Counted at the facility.

People in group homes for juveniles (non-correctional) on Thursday, April 1, 2010 (Census Day) - Counted at the facility.

People in residential treatment centers for juveniles (non-correctional) on Thursday, April 1, 2010 (Census Day) - Counted at the facility.

20. PEOPLE IN RESIDENTIAL SCHOOL-RELATED FACILITIES

People in college/university student housing - Counted at the college/university student housing.

Boarding school students living away from their parental home while attending boarding school below the college level, including Bureau of Indian Affairs boarding schools - Counted at their parental home rather than at the boarding school.

People in residential schools for people with disabilities on Thursday, April 1, 2010 (Census Day) - Counted at the school.

21. PEOPLE IN SHELTERS

People in emergency and transitional shelters (with sleeping facilities) on Thursday, April 1, 2010 (Census Day) for people experiencing homelessness - Counted at the shelter.

People in living quarters for victims of natural disasters - Counted at the residence where they live and sleep most of the time. If they do not have a residence where they live and sleep most of the time, they are counted at the facility.

People in domestic violence shelters on Thursday, April 1, 2010 (Census Day) - Counted at the shelter.

22. PEOPLE IN TRANSITORY LOCATIONS

People at transitory locations such as recreational vehicle (RV) parks, campgrounds, hotels and motels (including those on military sites), hostels, marinas, racetracks, circuses, or carnivals - Counted at the residence where they live and sleep most of the time. If there is no residence where they live and sleep most of the time, they are counted where they live and sleep more than anywhere else. If time is equally divided, or if usual residence cannot be determined, they are counted at the place where they are staying on Thursday, April 1, 2010 (Census Day).

23. PEOPLE IN RELIGIOUS-RELATED RESIDENTIAL FACILITIES

People in religious group quarters such as convents and monasteries - Counted at the residence where they live and sleep most of the time. If they do not have a residence where they live and sleep most of the time, they are counted at the facility.

24. PEOPLE IN WORKERS' RESIDENTIAL FACILITIES

People in workers' group living quarters and Job Corps Centers - Counted at the residence where they live and sleep most of the time. If they do not have a residence where they live and sleep most of the time, they are counted at the facility.

Source: U.S. Census Bureau, Population Division
[Questions?](#)

Exhibit 18 –
Landlords Offering Loyalty Rewards to
Tenants



American Apartment Owners Association

Incentive Program Attracts the Best Tenants

american-apartment-owners-association.org/property-management/latest-news/incentive-program-attracts-the-best-tenants/

November 4, 2013

Property managers at The MNM Companies in Florida are offering a unique Tenant Reward Program which they say attracts highly qualified tenants, increases tenant satisfaction and retains financially responsible tenants year after year.



The program provides tenants who have paid their rent on time for a minimum of six consecutive months and passed property inspections with cash rebates of 2%. The reward is paid to the qualifying tenants by the management company, making this an amazing perk for the landlord.

There are dozens of property management firms offering referral rewards and gifts, but we offer cash; now that is something that will grab the attention of current and future tenants, said Natalia Peysina, founder of MNM Companies.

Every owner/landlord has three main concerns; payments wont be received on time, renters may damage the property and that the eviction process is timely and costly. The Reward Program helps eliminate the first two concerns and MNM Companies takes major precaution in the beginning stages by qualifying tenants which drastically decreases the chances of eviction, said Peysina.

This program is just one piece of MNM Companies bevy of residential property management services in southern Florida. Other services include rent collection, maintenance request coordination, tenant qualification process, lease enforcement, monthly income and expense reports of investment properties, 24/7 secure access to Owner Portal which contains all information about property, direct deposit, property inspections, email confirmations, handling of eviction procedure, complimentary second year lease renewal and even PRO-Concierge services TM which collects rent right at the door.

For more information about MNM Companies property management services or their Tenant Reward Program, contact Natalia at 786-597-0111 or Natalia(at)MNMcompanies(dot)com.

American Apartment Owners Association offers discounts on products and services for all your property management needs. Find out more at www.joinaaoa.org.

A grace period is additional time given to the tenant to pay their rent...

Every week, Mansion Global poses a tax question to real estate tax...

With cryptocurrencies like bitcoin making news lately, you might be...

This is a great time to be a landlord. Monthly rents have been increasing...

Subletting an apartment is a stressful endeavor for college students. That...

Finding affordable housing isn't getting any easier for the more than a...

A high-profile federal court ruling from Michigan stresses how important it...

Property managers offered free rent to attract residents at roughly...



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Home > Property Management > Apartment Companies Find Value in Rewards Programs

Posted on: August 11, 2011



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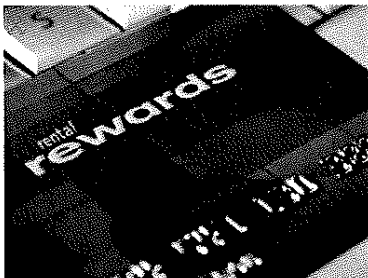


Apartment Life

Apartment Companies Find Value in Rewards Programs

Apartment companies find new value, opportunity in resident rewards programs.

By Les Shaver



With rents rising around the country, you'd think there would be less motivation for owners to offer their residents enticements to stay or refer friends. You'd be wrong. Some multifamily operators still want to find every possible way to attract residents.

"As rents start moving up, people start looking for value," says Jim Fenwick, president of residential property management at the Miller-Valentine Group, a Dayton, Ohio-based property manager with approximately 11,000 units across the Midwest and East Coast. "Anything that an organization or ownership or management

company can do to separate itself from other companies helps."

As many companies are finding, one way to do just that is by launching a resident rewards program, which can vary from offering discounts and coupons to newly signed residents to a strictly point-based system that mimics airline mileage programs. As such, rewards can take many forms and be doled out for any number of activities, from paying rent to volunteering to help out on site or in the community. But regardless of how they entice residents, apartment owners recognize that there is value in rewarding loyalty, even in a tightening rental climate.

Viva Variety

For residents, the rewards for renting can begin before they even move into an apartment. For instance, Santa Monica, Calif.-based Rent.com offers a \$100 gift certificate when a renter uses its Internet Listing Service (ILS) to find a place. "When a renter finds a place to live, we incentivize them to come back and tell us that the transaction took place," says Christina Aragon, director of strategy and insights at Rent.com.

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Village Green, an apartment owner and operator with about 40,000 units and based in Farmington Hills, Mich., created its Village Green Select division to handle different types of resident discounts and coupons. With the help of an IT firm out of New York, it developed an online menu of 35,000 different discounts from about 4,000 different merchants.

"You become a resident and get this wonderful package of all these discounts you may not be able to find on your own," says Andrew Yule, a senior director at Village Green.

Miller-Valentine offers points for renewals or referring a new resident. "We have even moved to conflict resolution," Fenwick says. "There are times when expectations are not being met. Instead of throwing a \$100 gift card their way, [resident points] have a way of making [the resident] feel better about what may have been a bad experience for them."

Sarasota, Fla.-based Barrington Group, an apartment owner and manager with 2,400 units in Georgia, Indiana, Michigan, Ohio, and Texas, offers residents points for moving in, paying rent on time, referring a friend, renewing a lease, monitoring an on-site kids club, offering resident testimonials, adopting a common area, helping with a resident event, running a social committee, participating in a welcoming committee, and doing community outreach.

"We're a smaller company, so it's easier for us to be a little more creative in our offerings," says Kristy Dingess, the social media marketing manager for Barrington. "If somebody wants to earn points, we're going to make sure they can."

Different Deal Types

The types of rewards programs apartment companies offer are just as diverse as the behaviors they want to reward. For instance, Village Green has a Lease Equity Program where it enters all new residents into a program where they can ultimately earn 0.5 percent back on a down payment when they decide to buy a home. The resident receives the reward by going with a licensed real estate brokerage firm that has executed a referral contract with Village Green and pays a referral fee to the company. Village Green also offers a package to residents that includes discounts at online dating sites, Target, Best Buy, and many other companies. "We're also creating a brand of locally based coupons for a local gym membership, a local pizzeria, and things like that," Yule says.

Still, setting up a rewards program can be time-consuming as companies go to merchants for discounts. But, Yule says, if an apartment manager or owner can bring enough mass to the table, it's not very costly. For good rewards programs, the process is continual as apartment owners add new merchants. If you don't want to do the legwork of setting up your own rewards program, Naperville, Ill.-based ResidentGifts will do it for you. It buys promotional codes in bulk from various sites and provides them to apartment owners to use as an incentive. The company then splits those savings with the owner and also splits the codes that expire without being used, effectively returning a portion of the money to the property's budget.

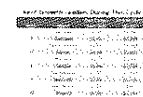
Residents can redeem codes at various places, such as Overstock.com, Lands' End, Cabellas, Bath and Body Works, Sports Authority, Fandango, Restaurants.com, 1-800-Flowers, and Omaha Steaks. "There are a wide variety of redemption options and a wide variety of redemption levels—as little as \$10, for example," says Gerry Wiatrowski, co-founder and chief marketing officer of ResidentGifts. "Instead of getting a basket of



TRENDING



The Tax Bill's
Multifamily



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REWARDS RAMP-UP STARTING A RESIDENT REWARDS PROGRAM ISN'T EASY. KEEP THESE THREE THINGS IN MIND.

1. Don't over-promise. Sarasota, Fla.-based Barrington Group, an apartment owner/manager with 2,400 units, wanted to do a resident rewards program. But it also wanted to ensure that it could deliver on its promise. "We had all our ducks in a row before we spoke to residents," says Kristy Dingess, the firm's social media marketing manager.

2. Treat residents the same. With 129 properties throughout the Midwest and East Coast, Village Green, an apartment owner and operator based in Farmington Hills, Mich., has many different types of residents with different incomes. Despite those differences, Andrew Yule, a senior director at Village Green, wants to make the company's program as uniform as possible.

"It's not about where you live or how much you make," he says. "It's about living in our communities and having the ability to participate in these group discounts."

3. Give retailers mass. When Yule approaches a retailer about offering discounts to Village Green, the first thing he mentions is his company's scope and size. "I would pitch the whole portfolio of 60,000 residents and 13,000 employees, and we'd hope to get some sort of discount," Yule says. "If you're not delivering a certain number of users, most people won't find it efficient."

From the Houston Business Journal:

https://www.bizjournals.com/houston/morning_call/2015/01/exclusive-the-woodlands-to-develop-loyalty.html

Exclusive: The Woodlands to develop loyalty card program for apartment residents

Jan 22, 2015, 6:00am CST Updated: Jan 22, 2015, 10:59am CST

Make room in your wallets, purses and keychains.

The Howard Hughes Corp. is developing a new loyalty program for its apartment residents in The Woodlands.

The Dallas-based developer (NYSE: HHC) plans to launch a loyalty card program this year that would offer residents special discounts to The Woodlands' amenities. Promotions include stays at the Westin and Embassy Suites hotels under construction and discounts at The Woodlands' shops and restaurants.

"We want our long-term tenants to feel appreciated and blissfully happy that they want to renew their leases," said Paul Layne, Howard Hughes' executive vice president of master-planned communities.

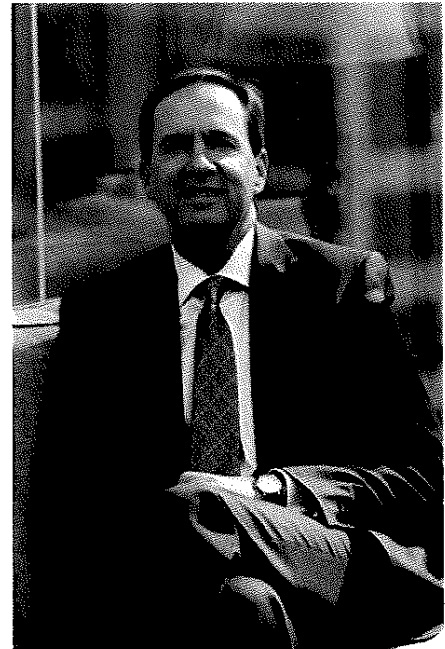
The idea — similar to loyalty programs in the retail, airline and restaurant industries— is to offer strong incentives to apartment residents to stay and spend their money in The Woodlands and perhaps in Howard Hughes' burgeoning new master-planned community northwest of Houston, Bridgeland. Howard Hughes has a similar loyalty program for its office tenants in The Woodlands already.

Betsy Gelb, a professor of marketing and entrepreneurship at the University of Houston's Bauer College of Business, said it's unique for a real estate developer to launch a loyalty program for its mixed-use communities. At least one Houston apartment company — Amlı — offers discount programs for its residents in neighborhood restaurants and shops.

For mixed-use developers like The Woodlands Development Co., a division of Howard Hughes, a loyalty card program makes sense to get customers to try the company's other amenities in the community.

"We want to cross market between the different entities owned by The Howard Hughes Corp. in The Woodlands and perhaps in Bridgeland," Layne said.

This cross promotion keeps tenants' and residents' dollars in the community, but also helps build customer engagement and brand awareness, Gelb said. Restaurants and shops that participate in the loyalty program will benefit from its association with a high-quality brand like The Woodlands, she said.



CHRIS CURRY

Paul Layne, executive vice president of master-planned communities for The Howard Hughes Corp.

3/25/2018

The Howard Hughes Corp. to launch loyalty program for Woodlands residents. - Houston Business Journal

"In one sense, it can be seen as quality control, now that these brands are associated," Gelb said. "On the other hand, it can be seen as a fun thing because you're accumulating points or punches on a card. The attraction of any kind of loyalty card is making people feel good about spending their money there, wherever there is."

Loyalty card programs can also help Howard Hughes target its marketing efforts to specific residents, Gelb said. For example, Las Vegas casino operators, like MGM Resorts International (NYSE: MGM), use loyalty cards to target complimentary show tickets and hotel stays to specific guests.

However, interest in loyalty programs could wane if the rewards aren't substantial, Gelb warned.

"At some point, people get tired of carrying around a large number of cards," Gelb said. "You want to get the reward their way soon, and it has to be noticeable. The whole game in marketing is to get people to pay attention to your brand."

This news comes as Howard Hughes begins leasing at its newest and tallest apartment project, One Lakes Edge. The eight-story, 390-unit project is in Hughes Landing, a 66-acre mixed-use development that includes Class A apartments, offices and hotels, restaurants and shops, and a Whole Foods Market (NYSE: WFM) grocery store surrounded by a wooden boardwalk along Lake Woodlands. More apartments are in the pipeline, including The Millennium Six Pines, being developed in partnership with The Dinerstein Cos.

Paul Takahashi
Reporter
Houston Business Journal



**Exhibit 19 – Guest Complaint of Racism
on TripAdvisor Website]**

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Racism at this property - Homewood Suites by Hilton Gateway Hills Nashua

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"Racism at this property"

Review of Homewood Suites by Hilton Gateway Hills Nashua



91 photos

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261 Reviews

There are newer reviews for this hotel See the most recent reviews



LiiSusB Level Contributor 4 reviews 3 hotel reviews

"Racism at this property"

Reviewed 1 week ago via mobile

The General Manager of this property is a racist! I overheard him tell his front desk agent that "my kind" was not welcome because I had religious attire on and a non-American accent. I am in disbelief!

Stayed April 2017, traveled on business

Helpful? Thank LiiSusB Report

Ask LiiSusB about Homewood Suites by Hilton Gateway Hills Nashua

This review is the subjective opinion of a TripAdvisor member and not of TripAdvisor LLC.

AshnaSales, Director of Sales at Homewood Suites by Hilton Gateway Hills Nashua, responded to this review, 1 week ago

The General Manager has not been on property for the last two days. I am not certain how this interaction could have occurred. Currently we have at least a dozen nationalities staying at our hotel and we welcome people of all shapes, sizes, colors, religions and creeds. This is defamation and your report is not acceptable.

Report response as inappropriate This response is the subjective opinion of the management representative and not of TripAdvisor LLC.

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261 reviews from our community

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5/9/2017

Racism at this property - Review of Homewood Suites by Hilton Gateway Hills Nashua, Nashua, NH - TripAdvisor

Traveler rating

Excellent	210
Very good	38
Average	7
Poor	4
Terrible	2

See reviews for

Families	102
Couples	48
Solo	10
Business	62

Rating summary

Location	★★★★★
Sleep Quality	★★★★★
Rooms	★★★★★
Service	★★★★★
Value	★★★★★
Cleanliness	★★★★★

Ask a question

Get an answer from Homewood Suites by Hilton Gateway Hills Nashua staff and past guests.

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Posting guidelines

Traveler tips help you choose the right room. Room tips (22)

261 reviews sorted by: Date Rating

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Hotels (13) | Restaurants (256) | Things to Do (42)



Sigridur S
Level Contributor

17 reviews

6 hotel reviews

2 helpful votes

“Good hotel”

★★★★★ Reviewed 1 week ago via mobile

Stayed for 4 nights with a friend in a studio suite. Have stayed in many others Homewood suites and this one is with out doubt one of the better ones. New and very clean. Breakfast offered fresh fruits (strawberries, pineapple, oranges) with my youghurt. Some mornings bacon, always eggs either scrambled or somekind of ommelets. And of course bread and...

More

Stayed April 2017, traveled with friends

Helpful? Thank Sigridur S

Report

Ask Sigridur S about Homewood Suites by Hilton Gateway Hillis Nashua

This review is the subjective opinion of a TripAdvisor member and not of TripAdvisor LLC.

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Delete all

Homewood Suites by Hilton...

260 Reviews



Travis R

2 reviews

“Best Extended Stay”

★★★★★ Reviewed 2 weeks ago

My company puts us up in this hotel when we are in town for work. Often we spend 30 days or more in the area. Homewood Suites, Nashua is one of the best extended stay hotels I have been in. Clean, comfortable rooms with decent breakfast and dinners for a hotel. Sure it's not gourmet food but it's a hotel not a restaurant. Staff is friendly and...

More

Room Tip: Lots of families here so if you want to avoid noise of children playing look for 4th floor room.

See more room tips

Stayed March 2017, traveled on business

★★★★★ Sleep Quality	★★★★★ Cleanliness
	★★★★★ Service

Helpful? Thank Travis R

Report

Ask Travis R about Homewood Suites by Hilton Gateway Hills Nashua

This review is the subjective opinion of a TripAdvisor member and not of TripAdvisor LLC.



wsm123456
New York City, New York

1 review

“A Nashua Go-To Hotel”

★★★★★ Reviewed 2 weeks ago

After staying in multiple locations during prior business trips, this hotel has become my go-to for any business/personal trips within the area moving forward. My only hesitation in publicly recommending it would be the potential of less room availability on the flip side. Regardless

5/9/2017

Racism at this property - Review of Homewood Suites by Hilton Gateway Hills Nashua, Nashua, NH - TripAdvisor

well done service should be rewarded, thank you for a solid work...

More

Stayed April 2017, traveled on business

Value, Location, Sleep Quality, Rooms, Cleanliness, Service

Review collected in partnership with Homewood Suites by Hilton

Helpful? Thank wsm123456 Report

Ask wsm123456 about Homewood Suites by Hilton Gateway Hills Nashua

This review is the subjective opinion of a TripAdvisor member and not of TripAdvisor LLC.

AshnaSales, Director of Sales at Homewood Suites by Hilton Gateway Hills Nashua, responded to this review, 1 week ago

Thanks so much for your great review. Don't you worry we always take care of our regulars. I do suggest in busy season you make reservations as soon as possible because we do sell out quite often. If you need help booking just call the sales office - I have quite a fan club!

Report response as inappropriate. This response is the subjective opinion of the management representative and not of TripAdvisor LLC.



Travelseekerchick, Warwick, Rhode Island, Level Contributor

9 reviews, 3 hotel reviews, 3 helpful votes

"Fun Overnight Trip"

Reviewed 2 weeks ago

We wanted to do a quick overnight getaway. I heard about Skyventure indoor skydiving and booked the boys for a lesson. During the booking, they mentioned that Homewood Suites Offered a discount with a proof of purchase from Skyadventures. They certainly did honor the discount and we were pleasantly surprised with the accommodations. The pool, free...

More

Stayed April 2017, traveled with family

Value, Location, Sleep Quality, Rooms, Cleanliness, Service

Review collected in partnership with Homewood Suites by Hilton

Helpful? Thank Travelseekerchick Report

Ask Travelseekerchick about Homewood Suites by Hilton Gateway Hills Nashua

This review is the subjective opinion of a TripAdvisor member and not of TripAdvisor LLC.

AshnaSales, Director of Sales at Homewood Suites by Hilton Gateway Hills Nashua, responded to this review, 1 week ago

I am glad you enjoyed your trip. We do offer discounts for Skyventure guests with a paid receipt. Skyventure has been great to work with and together I think we make an awesome mini-vacation. I am so glad you enjoyed your stay.

Report response as inappropriate. This response is the subjective opinion of the management representative and not of TripAdvisor LLC.



JoeySweatt, Level Contributor

"Very Nice"

Reviewed 3 weeks ago via mobile

Hotel was very nice, the room was extremely clean, bed was amazing. Conveniently located off the highway and very close to everything in

5/9/2017

6 reviews

4 hotel reviews



1 helpful vote

Racism at this property - Review of Homewood Suites by Hilton Gateway Hills Nashua, Nashua, NH - TripAdvisor

nashua. I would absolutely stay here again and highly recommend!!!

Stayed April 2017

Helpful? Thank JoeySweatl

[Report](#)

[Ask JoeySweatl about Homewood Suites by Hilton Gateway Hills Nashua](#)

This review is the subjective opinion of a TripAdvisor member and not of TripAdvisor LLC.

AshnaSales, Director of Sales at Homewood Suites by Hilton Gateway Hills Nashua, responded to this review. 2 weeks ago

Thanks so much for your great review! We are so fortunate to have a great location that offers both the convenience to the highway and shopping and a quite neighborhood feel. We are so glad you enjoyed the bed! We look forward to seeing you again soon.

[Report response as inappropriate](#)

This response is the subjective opinion of the management representative and not of TripAdvisor LLC.



ma2va2fi
Kissimmee, FL

Amex Traveler

Level Contributor

22 reviews

12 hotel reviews



27 helpful votes

“Great place to stay”

Reviewed 4 weeks ago

Great place to stay for business or pleasure. Very clean huge suites. Workout room with pool. Free comprehensive breakfast with nightly social. Great Value for the price. Location is great as well. Will definitely stay here again.

Stayed April 2017, traveled on business

Value Rooms
 Location Cleanliness
 Sleep Quality Service

Review collected in partnership with Homewood Suites by Hilton

Helpful? Thank ma2va2fi

[Report](#)

[Ask ma2va2fi about Homewood Suites by Hilton Gateway Hills Nashua](#)

This review is the subjective opinion of a TripAdvisor member and not of TripAdvisor LLC.

AshnaSales, Director of Sales at Homewood Suites by Hilton Gateway Hills Nashua, responded to this review. 2 weeks ago

Thanks for taking the time to write a great review! We appreciate your wonderful feedback.

[Report response as inappropriate](#)

This response is the subjective opinion of the management representative and not of TripAdvisor LLC.

[Previous](#)

1 2 3 ... 38

[Next](#)

Hotels you might also like ..

Travelers also viewed these Nashua hotels
5.9 mi away

5.6 mi away

0.1 mi away

Hampton Inn Nashua

Courtyard Nashua

Radisson Nashua Hotel

5/9/2017

Racism at this property - Review of Homewood Suites by Hilton Gateway Hills Nashua, Nashua, NH - TripAdvisor

#1 of 13 in Nashua
722 reviews

[Show Prices](#)

5.9 mi away

#3 of 13 in Nashua
372 reviews

[Show Prices](#)

5.7 mi away

#6 of 13 in Nashua
866 reviews

[Show Prices](#)

4.9 mi away

Crowne Plaza Hotel Nashua
#5 of 13 in Nashua
435 reviews

[Show Prices](#)

Residence Inn Nashua
#4 of 13 in Nashua
108 reviews

[Show Prices](#)

Fireside Inn & Suites - Nashua
#8 of 13 in Nashua
96 reviews

[Show Prices](#)

Been to Homewood Suites by Hilton Gateway Hills Nashua? Share your experiences!

[Write a Review](#)

[Add Photos & Videos](#)

Additional Information about Homewood Suites by Hilton Gateway Hills Nashua

Property: Homewood Suites by Hilton Gateway Hills Nashua

Address: 15 Tara Blvd, Nashua, NH 03062-2803

Phone Number: +1 855-605-0320

Location: United States > New Hampshire > Nashua

Hotel Style:

Ranked #2 of 13 Hotels in Nashua

Price Range (Based on Average Rates): \$\$

Hotel Class: 3 star — Homewood Suites by Hilton Gateway Hills Nashua 3*

Reservation Options:

TripAdvisor is proud to partner with Expedia, Booking.com, Hilton Hotels Direct, Travelocity, Hotels.com, Hotwire, Priceline, Orbitz and HotelQuickly so you can book your Homewood Suites by Hilton Gateway Hills Nashua reservations with confidence. We help millions of travelers each month to find the perfect hotel for both vacation and business trips, always with the best discounts and special offers.

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Find: Hotels, Restaurants, Things to Do

Near: Enter a destination

Search

Badge collection

Travel map



LilSusB

Send Message

Since May 2016

4 Reviews

LilSusB's TripCollective Progress

Total Points

400

Level 1 Contributor

Badges (7 total)

View Collection

Passport

3 Cities

Readership 1,000 Readers

Readership 500 Readers

Hotel Expert Level 1

Readership 100 Readers

LilSusB's Contributions

Total Points 400

Reviews (4)

Filter by All Hotels (3) Restaurants (1)

Rating Helpful Votes Points

Nashua: Homewood Suites by Hilton Gateway Hills Nashua

"Racism at this property"



100

The General Manager of this property is a racist! ...

Apr 27, 2017

Tangier: Hotel Club Le Mirage - The Restaurant

"Great Seafood!"



Had the fish of the day, grilled and served with f...

5/9/2017

LISusB - Member Reviews - TripAdvisor

Apr 10, 2017

Tangier: Le Mirage

“Romance + enchantment”

This stunning property is very unique and is the p...



100

Apr 10, 2017

Montreal: Hotel Le St-James

“TERRIBLE experience and never m...”

I had to cancel last minute because of a medical e...



100

Sep 3, 2016

[Previous](#)

1

[Next](#)

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Exhibit 12—

The Laws of Innkeepers: For Hotels, Motels, Restaurants, and Clubs

By John E. H. Sherry

Definition of Apartment Hotel

Google hotel privacy laws

Books

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No eBook available

Cornell University Press
Amazon.com
Barnes&Noble.com - \$75.00 and up
Books-A-Million
IndieBound

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The Laws of Innkeepers: For Hotels, Motels, Restaurants, and Clubs
By John E. H. Sherry

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2:12 Apartment Hotels

The phrase "apartment hotel" originated about 1900, and has been used interchangeably with the words "family hotel" or "residential hotel" to describe hotels which made a practice of renting apartments, furnished or unfurnished, for fixed periods, the lessees or guests being treated in other respects like the transient guests of the house. The apartments are usually provided with kitchenettes or serving pantries for light housekeeping by the tenants. Section 181 of the New York Lien Law defines an apartment hotel as a "hotel wherein apartments are rented for fixed periods of time, either furnished or unfurnished, to the occupants of which the keeper of such hotel supplies food, if required." In addition to food service, apartment hotels generally provide other customary hotel services, such as maid service, linen service, secretarial and desk service, and bellman service.

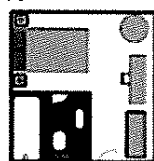
Rooms v. Apartment Units

Figure 1

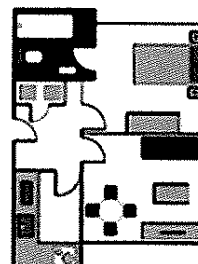
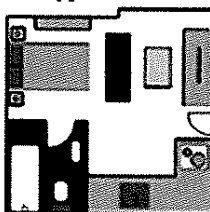
Serviced Apartments vs. Hotels

Typical 1 bedroom apartment

Typical hotel room



Typical studio



**Exhibit 13 –
Judge Moore Charges and Response**

March 6, 2018

Robert T. Mittelholzer, Esquire, Executive Secretary
Committee on Judicial Conduct
132 Chapel Street
Portsmouth, NH 03801

Re: JC-17-042-CII

Dear Committee Members,

Please accept this letter as a supplemental answer to the Committee-initiated complaint in accordance with Supreme Court Rule 40 (7) (c). I understand the Committee has requested additional information concerning my specific conduct related to the judicial performance evaluations.

I submitted anonymous judicial evaluations of myself online, as though some other person was submitting the evaluations of me and without identifying myself as the person submitting the evaluations. I have no clear recollection of how many times I did this. I have carefully reviewed the spreadsheet of data regarding the submission of evaluations that was attached to the complaint, and having done so, I do not dispute that I made these submissions on numerous occasions over several weeks. I filled out the evaluations using personal computers, my iPads and my mobile phones in my personal residences. There may have been one or two occasions when I submitted evaluations from my office in the Nashua Circuit Court using my mobile phone or personal computer. I remember one occasion specifically in my courthouse office because I submitted evaluations using personal devices immediately after I had vomited at the courthouse due to anxiety. I am ashamed of my conduct and have worked tirelessly, both before these events transpired and even more concertedly since the filing of this complaint, to seek needed avenues of help for myself to address my deteriorating physical condition and my PTSD diagnosis.

Regarding the background events precipitating my wrongful submission of the judicial evaluations, on July 10, 2017, I received an email from the Administrative Offices of the Court (AOC) containing a link to an on-line survey for my judicial evaluation in accordance with Supreme Court Rule 56(I)(C). The email included a link to the on-line survey and a link to the self-evaluation that I was asked to complete. The AOC also sent me a list of individuals I was informed would be asked to complete an evaluation of me.

The list of individuals scheduled to evaluate me caused me great distress, and I allowed myself to become disturbed and wholly consumed with anxiety related to the process for my judicial evaluations. While my angst was unfounded, I had become preoccupied by my deteriorating physical and mental condition, which had already begun to manifest itself in regular panic attacks and constant sleep deprivation during the time period in question. I fostered personal and professional fears that my growing physical and mental symptoms would be detected by others through possible negative judicial evaluations of me. As a result, when I received notice of the

Robert T. Mittelholzer, Esquire, Executive Secretary
March 6, 2018
Page 2

judicial evaluation process, I allowed myself to develop inflated concerns about the fairness of the process, and I developed misperceptions about an unfair imbalance in the list of individuals selected to evaluate me. I allowed my anxiety with the process to interfere with my role as a judicial officer.

In an effort to address my misgivings about the perceived imbalance in the list of individuals selected to evaluate me, I asked members of the clerk's office to assist me by compiling the mailing addresses for groups or categories of attorneys who I felt spent more time with me in the Nashua Circuit Court. I felt these groups were underrepresented in the original list of evaluators identified by the AOC. I asked the clerk's office for a complete list of the names and mailing addresses of civil attorneys, mediators in civil cases, and landlords who appeared before me. I also requested assistance from the clerk's office to gather the names of police officers, parole officers, guardians ad litem and defense attorneys who regularly appeared before me in the Nashua Circuit Court. Once these names and mailing addresses had been compiled, I forwarded them to the AOC electronically. I described my list as a separate list of potential evaluators who I thought would provide the AOC with a fair cross reference of individuals that I dealt with on a daily basis. In my electronic correspondence, I inquired if there were any issues about including the additional list of evaluators. I also requested that two of my former employees included in the original list be removed from the list of evaluators because I had been recused from presiding over their cases. As I previously expressed in my answer, I deeply regret making the court staff feel uncomfortable with this inappropriate request.

Continuing with my unhealthy obsession with the judicial performance evaluations, I contemporaneously began filling out evaluations myself, as described above. I also expressed my dissatisfaction with the evaluation protocols to anyone who would listen. In hindsight, I appreciate that I should not have done this. I have no personal recollection at this time of sending others links to the on-line survey.

I have been asked to address some technical questions about my conduct. To the best of my memory and belief, I did not use any computer devices owned by the State of New Hampshire when filling out evaluations. I also must acknowledge that my memory of this conduct is limited. I did not take any steps to delete digital evidence, and I have complied promptly with requests to preserve digital evidence. I did not use any software in an effort to mask the submission of judicial evaluations. Rather, I submitted these evaluations in groups extremely quickly, as a coping mechanism to manage stress and anxiety when it reached a tipping point in me.

I wish to reiterate to the committee my deep personal and professional regrets and my sincere apologies for my inappropriate behavior. The Judicial Branch deserves the highest levels of professionalism, something I have spent most of my professional life trying to attain. It pains me to acknowledge that my actions were not in keeping with the ideals I have long strived to attain.

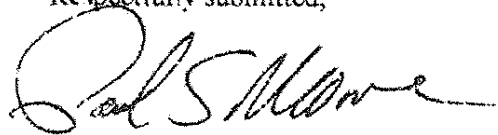
Robert T. Mittelholzer, Esquire, Executive Secretary
March 6, 2018
Page 3

I welcome providing a full update regarding my current physical and mental diagnoses, and I reiterate my prior requests for the Committee to consider options for the protected submission of private and deeply personal medical and health information at this stage of the proceeding.

I understand that this supplemental answer is given as required by Superior Court Rules and the Code of Judicial Conduct, and that my refusal to answer the allegations would subject me to sanctions including removal from my position as a judge in the State of New Hampshire.

I hereby swear or affirm under the pains and penalties of perjury that the information provided hereinabove is true to the best of my knowledge.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Paul S. Moore". The signature is written in black ink and is positioned below the typed name.

The Hon. Paul S. Moore

**STATE OF NEW HAMPSHIRE
JUDICIAL CONDUCT COMMITTEE**

JC-17-042-C

In Re: Paul S. Moore

**STATEMENT OF FORMAL CHARGES PURSUANT TO
NEW HAMPSHIRE SUPRME COURT RULE 40 (9)**

The New Hampshire Supreme Court Committee on Judicial Conduct (the "Committee"), by its attorneys, Waystack Frizzell Trial Lawyers, complains against Judge Paul S. Moore as follows:

1. The Committee is the duly authorized Committee on Judicial Conduct established by the New Hampshire Supreme Court pursuant to the Court's constitutional and statutory authority to provide for the orderly and efficient administration of the Code of Judicial Conduct (Rule 38 of the Rules of the New Hampshire Supreme Court.) See Rule 39.
2. The Committee is proceeding against Judge Moore pursuant to Rule 40 (7) (b), and this Statement of Formal Charges is issued pursuant to Rule 40 (9) (a).
3. Judge Paul Moore is a sitting Justice of 9th Circuit Court, and a member of the New Hampshire Bar.
4. Each year the Circuit Court conducts judicial performance evaluations of approximately 18 to 20 judges and marital masters, compiles the results of the same and provides a summary of its efforts to the New Hampshire Supreme Court for inclusion in its annual report to the Governor and legislative leaders pursuant to NH RSA 490:32.
5. Over the course of conducting these evaluations in 2017, Administrative Judge Edwin W. Kelly and Deputy Administrative Judge David D. King discovered facts which led them to conclude that Judge Moore had purposely attempted to interfere with this evaluation process in order to artificially improve his overall score on these evaluations.

6. For the 2017 evaluation cycle, an initial email was sent to Judge Moore on or about July 10, 2017 which email included a link to the on-line survey provided by *Survey Monkey* which allows for the on-line completion of these evaluations, as well as a link to the self-evaluation that Judge Moore was asked to complete and a list of 90 randomly selected individuals and agencies who would be sent a letter inviting them to complete an evaluation.

7. The initial cover letter to Judge Moore invited Judge Moore to suggest other names for inclusion on this list of individuals and agencies.

8. Sometime thereafter, Judge Moore asked the Clerk's office for a list of all landlords and police and parole officers who appear in Nashua.

9. On or about July 13, 2017, Judge Moore sent an email to staff requesting the removal of two names from the random list and suggesting 148 additional names.

10. On or about Tuesday, July 11, 2017, shortly before 8:00 AM and before there was any public announcement of Judge Moore's survey, completed evaluations began to register on *Survey Monkey*.

11. In less than 24 hours, Judge Moore had received 16 completed evaluations, each one with perfect scores in every category. These surveys were purportedly received from a number of constituencies including lawyers, self-represented individuals, state and local agencies and court staff.

12. Several of the evaluations which were submitted on Tuesday, July 11, 2017 contained narrative comments containing phrases that Judge Moore was known to use frequently in his dictated orders and a number of these evaluations contained punctuation marks such as exclamation points which are not normally seen in such judicial evaluations.

13. On or about July 12, 2017 the New Hampshire Bar Association's e-bulletin was published at 3:05 PM. This was the first public notice of this round of evaluations.

14. Evaluations regarding Judge Moore continued to arrive over the next several days in extraordinary volume.

15. Between 5:17 PM and 6:50 PM on Thursday, July 13, 2017, 13 evaluations were submitted regarding Judge Moore each with perfect scores in every category.

23. The Judicial Conduct Committee docketed this matter as a Committee-initiated inquiry on September 20, 2017 upon its receipt of a letter from the Chief Justice of September 14, 2017 which further referenced and enclosed a Confidential Memorandum to the Supreme Court authored by Judges Kelly and King which was dated September 6, 2017.

24. The Judicial Conduct Committee elevated this Committee-initiated inquiry to the level of a complaint on October 13, 2017 adopting the Memorandum as its complaint and on that day also informed Judge Moore of the same seeking his response to the allegations made by Judges Kelly and King in the Confidential Memorandum to the Supreme Court of September 6, 2017.

25. The Judicial Conduct Committee received a preliminary response to this complaint from Judge Moore on December 18, 2017 indicating that a supplemental answer would be filed in the near future.

26. On March 6, 2018 Judge Moore filed a supplemental answer to this complaint wherein he admitted to:

- Submitting anonymous judicial evaluations of himself online, as though some other person was submitting the evaluations of him and without identifying himself as the person submitting the evaluations;
- Making these submissions on numerous occasions over several weeks;
- Completing these evaluations using personal computers, his iPads and his mobile phones in his personal residences and one or two occasions from the Nashua Circuit Court;
- Allowing his anxiety with the evaluation process to interfere with his role as a judicial officer;
- Asking members of the clerk's office to assist him by compiling the mailing addresses for groups or categories of attorneys who he believed spent more time with him in the Nashua Circuit Court;
- Asked the clerk's office for a complete list of the names and mailing addresses of civil attorneys, mediators in civil cases, and landlords who appeared before him;
- Requesting assistance from the clerk's office to gather the names of police officers, parole officers, guardians *ad litem* and defense attorneys who regularly appeared before him in the Nashua Circuit Court;
- Forwarding the names of these individuals to the AOC electronically;
- Requesting that that two of his former employees included in the original list be removed from the list of evaluators;

- Filling out evaluations himself, in the manner as described by Judges Kelly and King;
- Expressing his dissatisfaction with the evaluation protocols to anyone who would listen; and,
- Submitting these evaluations in groups extremely quickly.

27. Canon 1, Rule 1.1 (*Compliance with the Law*) of the Code of Judicial Conduct (Supreme Court Rule 38) provides that: “A judge shall comply with the law, including the Code of Judicial Conduct.”

28. The Committee is persuaded that probable cause exists to believe that Judge Moore failed to comply with the law, including the Code of Judicial Conduct, when he:

- Submitted numerous anonymous judicial evaluations of himself online, as though some other person was submitting the evaluations of him and without identifying himself as the person submitting the evaluations;
- Completed these evaluations using personal computers, his iPads and his mobile phones in his personal residences and one or two occasions from the Nashua Circuit Court;
- Filled out the evaluations himself, in the manner as described by Judges Kelly and King; and,
- Submitted these evaluations.

29. Canon 1, Rule 1.2 (*Promoting Confidence in the Judiciary*) of the Code of Judicial Conduct (Supreme Court Rule 38) provides that: “A judge shall act at all times in a manner that promotes public confidence in the independence, integrity, and impartiality of the judiciary, and shall avoid impropriety and the appearance of impropriety.” Public confidence in the judiciary is eroded by improper conduct and conduct that creates the appearance of impropriety. This principle applies to both the professional and personal conduct of a judge.

30. The Committee is persuaded that probable cause exists to believe that Judge Moore failed to act in a manner that promotes public confidence in the independence, integrity, and impartiality of the judiciary and failed to avoid both impropriety and the appearance of impropriety when he:

- Submitted anonymous judicial evaluations of himself online, as though some other person was submitting the evaluations of him and without identifying himself as the person submitting the evaluations;
- Made these submissions on numerous occasions over several weeks;

- Completed these evaluations using personal computers, his iPads and his mobile phones in his personal residences and one or two occasions from the Nashua Circuit Court;
- Allowed his anxiety with the evaluation process to interfere with his role as a judicial officer;
- Asked members of the clerk's office to assist him by compiling the mailing addresses for groups or categories of attorneys who he believed spent more time with him in the Nashua Circuit Court;
- Asked the clerk's office for a complete list of the names and mailing addresses of civil attorneys, mediators in civil cases, and landlords who appeared before him;
- Requested assistance from the clerk's office to gather the names of police officers, parole officers, guardians *ad litem* and defense attorneys who regularly appeared before him in the Nashua Circuit Court;
- Forwarded the names of these individuals to the AOC electronically;
- Requested that that two of his former employees included in the original list be removed from the list of evaluators;
- Filled out the evaluations himself, in the manner as described by Judges Kelly and King;
- Expressed his dissatisfaction with the evaluation protocols to anyone who would listen; and,
- Submitted these evaluations.

31. The Committee is further persuaded that probable cause exists to believe that Judge Moore's admitted conduct would create in the mind of a reasonable, disinterested person fully informed of the facts, a perception that Judge Moore's ability to carry out judicial responsibilities with integrity, impartiality and competence is impaired.

32. Canon 1, Rule 1.3 (*Abuse of the Prestige of Judicial Office*) of the Code of Judicial Conduct (Supreme Court Rule 38) provides that: "A judge shall not abuse the prestige of judicial office to advance the personal or economic interests of the judge or others or allow others to do so." It is improper for a judge to use or attempt to use his or her position to gain personal advantage or deferential treatment of any kind.

33. The Committee is persuaded that probable cause exists to believe that Judge Moore abused the prestige of his judicial office to advance his personal or economic interests by:

- Submitting anonymous judicial evaluations of himself online, as though some other person was submitting the evaluations of him and without identifying himself as the person submitting the evaluations;
- Making these submissions on numerous occasions over several weeks;
- Completing these evaluations using personal computers, his iPads and his mobile phones in his personal residences and one or two occasions from the Nashua Circuit Court;
- Allowing his anxiety with the evaluation process to interfere with his role as a judicial officer;
- Asking members of the clerk's office to assist him by compiling the mailing addresses for groups or categories of attorneys who he believed spent more time with him in the Nashua Circuit Court;
- Asking the clerk's office for a complete list of the names and mailing addresses of civil attorneys, mediators in civil cases, and landlords who appeared before him;
- Requesting assistance from the clerk's office to gather the names of police officers, parole officers, guardians *ad litem* and defense attorneys who regularly appeared before him in the Nashua Circuit Court;
- Forwarding the names of these individuals to the AOC electronically;
- Requesting that that two of his former employees included in the original list be removed from the list of evaluators;
- Filling out the evaluations himself, in the manner as described by Judges Kelly and King; and,
- Submitting these evaluations in groups extremely quickly.

34. Canon 2, Rule 2.4 (*External Influences on Judicial Conduct*) of the Code of Judicial Conduct (Supreme Court Rule 38) provides in relevant part that: "(A) A judge shall not be swayed by public clamor or fear of criticism; and, (B) A judge shall not permit family, social, political, financial, or other interests or relationships to influence the judge's judicial conduct or judgment." A judge shall not be swayed by public clamor or fear of criticism and shall not permit family, social, political, financial, or other interests or relationships to influence the judge's judicial conduct or judgment.

35. The Committee is persuaded that probable cause exists to believe that Judge Moore allowed his behavior to be influenced at the very least by fear of criticism as reflected by:

- Submitting anonymous judicial evaluations of himself online, as though some other person was submitting the evaluations of him and without identifying himself as the person submitting the evaluations;
- Making these submissions on numerous occasions over several weeks;
- Completing these evaluations using personal computers, his iPads and his mobile phones in his personal residences and one or two occasions from the Nashua Circuit Court;
- Asking members of the clerk's office to assist him by compiling the mailing addresses for groups or categories of attorneys who he believed spent more time with him in the Nashua Circuit Court;
- Asked the clerk's office for a complete list of the names and mailing addresses of civil attorneys, mediators in civil cases, and landlords who appeared before him;
- Requested assistance from the clerk's office to gather the names of police officers, parole officers, guardians *ad litem* and defense attorneys who regularly appeared before him in the Nashua Circuit Court;
- Forwarding the names of these individuals to the AOC electronically;
- Requesting that that two of his former employees included in the original list be removed from the list of evaluators;
- Filling out evaluations himself, in the manner as described by Judges Kelly and King;
- Expressing his dissatisfaction with the evaluation protocols to anyone who would listen; and,
- Submitting these evaluations.

36. Based upon the allegations of the Confidential Memorandum of Judges Kelly and King of September 6, 2017 which were adopted as this Committee-initiated complaint and Judge Moore's supplemental answer to this complaint of March 6, 2018, the Judicial Conduct Committee believes that there exists sufficient probable cause to warrant formal proceedings to determine by clear and convincing evidence whether Judge Moore has violated Canon 1, Rule 1.1 (*Compliance with the Law*); Rule 1.2 (*Promoting Confidence in the Judiciary*); Rule 1.3 (*Abuse of the Prestige of Judicial Office*); and, Canon 2, Rule 2.4 (*External Influences on Judicial Conduct*) of the Code of Judicial Conduct (Supreme Court Rule 38).

Within thirty (30) days of receipt of this Statement of Formal Charges, Respondent shall file an answer with the Executive Secretary of the Committee on Judicial Conduct in accordance with Supreme Court Rule 40 (9) (F), setting forth all denials, affirmative defenses, mitigating circumstances, and other matters which Judge Moore intends to raise at the hearing.

Respectfully submitted,
The Judicial Conduct Committee
By its attorneys,

Waystack Frizzell
P.O. Box 137
Colebrook, NH 03576
(603) 237-8322

Dated: March 9, 2018

By: /s/ Philip R. Waystack
Philip R. Waystack, Esquire

**Exhibit 14– Lockouts of Petitioner by
Defendants**

5/7/2017

Mail - Liberty_6@msn.com

Another lockout: April 30th, 2017

Liberty_6

Mon 5/1/2017 4:09 PM

To: Adam Robitaille <Adam.Robitaille@Hilton.com>; Jayme Putnam <jayme.putnam@hilton.com>; Dave.Akridge@GreatAmericanHG.com <Dave.Akridge@GreatAmericanHG.com>;

Cc: chris.nassetta@hilton.com <chris.nassetta@hilton.com>; stacy.ervin@hilton.com <stacy.ervin@hilton.com>; Gray@blackstone.com <Gray@blackstone.com>; jim.holthouser@hilton.com <jim.holthouser@hilton.com>; Joe.Berger@hilton.com <Joe.Berger@hilton.com>; kristy.myrick@hilton.com <kristy.myrick@hilton.com>; kenneth.svensden@hilton.com <kenneth.svensden@hilton.com>; April.Little@hrcc-hilton.com <April.Little@hrcc-hilton.com>; Alice.maxwell@HRCC-hilton.com <Alice.maxwell@HRCC-hilton.com>; John.flatley@jflatco.com <John.flatley@jflatco.com>; judithmchale@caneinvestments.com <judithmchale@caneinvestments.com>; jf@jflatco.com <jf@jflatco.com>;

Adam:

I'm assuming you are already aware that once again I was locked out of entering the building and my unit using my keys yesterday afternoon (Sunday, April 30th). My husband's keys were also deactivated.

I had to go to Marsha twice at the front desk in order to get this addressed. Marsha said that our checkout date was still not put back to 5/31 as previously contracted, but that it had been changed to 4/30, and then again modified to 5/2 (i.e. tomorrow/Tuesday)... although the keys were set by you to expire on 4/30.

This was a major inconvenience and quite distressing, especially since I was carrying groceries, and particularly since this has happened several times before where you go into the system and change/manipulate our checkout date for whatever reason, and without telling us. This appears to be further taunting and game-playing by you, on top of the highly volatile brazened illegal eviction you, Brian Snow, and others set into motion on 4/14, where my keys were taken and deactivated (until a judge had to intervene to stop you).

Why do you keep messing with our checkout date? This is forcing me to have to repeatedly go to the front desk for my keys to be redone. You know there's a court order in place, and a hearing scheduled for 5/8. Why would you change the checkout date and reset our keys when you know that the matter is before the court with an upcoming preliminary injunction hearing. A final ruling has not yet been made by the court; and so you need to stop being malicious and comply with the spirit of the temporary restraining order issued and renewed just last Thursday (which means not manipulating our checkout date and turning off our keys. Yet, you are continuing to do things in violation of a standing court order.

This is a simple thing to fix on an operational basis and I have brought this matter to your attention in several occasions for other lockouts, but you are apparently intent on doing things to frustrate and harass us.

Furthermore, Marsha confirmed that she could remotely reset the keys, so your previous email stating that we needed to come to the front desk regarding deactivated keys makes no sense, except that it is another way for you to inconvenience and harass us.

I am not sure what you have planned, but the newly inputted 5/2 checkout date shows that you intend to continue to blatantly violate the restraining order.

I need this to be fixed asap and I need a response from you confirming that this is done. Given the actions taken on April 14th, where you and Brian Snow violated a court order in an attempt to sneakily and illegally remove us, you are now again forcing me to have to report this matter to the court.

Marsha said she would leave a note with you, yet I have not heard back. I still expect a response from you regarding this matter.

5/7/2017

Mail - Liberty_6@msn.com

- Natalie Anderson

5/7/2017

Mail - Liberty_6@msn.com

Re: FW: Homewood Suites of Nashua / Second Lockout / Re: Lockout, etc. 20017464 (KMM23344245V8602L0KM)

Liberty_6

Fri 4/21/2017 12:42 PM

to: Alice.maxwell@HRCC-hilton.com <Alice.maxwell@HRCC-hilton.com>

Ms. Maxwell,

I am writing to you to let you know that we never received a follow-up from the general manager or anyone at the hotel regarding the below.

Natalie Anderson

From: Liberty_6

Sent: Friday, March 10, 2017 3:52 PM

To: Alice.maxwell@HRCC-hilton.com

Cc: chris.nassetta@hilton.com; christopher.nassetta@hilton.com; ceo@hilton.com; jim.holthouser@hilton.com; Joe.Berger@hilton.com; Rick.Schultz@hilton.com; Matthew.Schuyler@hilton.com; stacy.shearouse@hilton.com; kristy.myrick@hilton.com; stephen.arnold@hilton.com; kenneth.svendsen@hilton.com; Gray@blackstone.com; jhuntsman@atlanticcouncil.org; judithmchale@caninvestments.com; schreibs@centaurcp.com; lizsmith@bloominbrands.com; doug.steenland@aig.com; stein@blackstone.com; John.flatley@jflatco.com; jf@jflatco.com

Subject: Re: FW: Homewood Suites of Nashua / Second Lockout / Re: Lockout, etc. 20017464 (KMM23344245V8602L0KM)

Ms. Maxwell,

Thanks for your email. It has been almost 48 hours (well over the 24 hours you mentioned was the timeline for a response from the hotel), yet Mr. Robitaille has not responded or followed up with me to address the below in any way, as per your request to him.

However, he did knock very aggressively on my door late yesterday afternoon at around or after 4pm. I was alone and very startled by the intensity of the knock (it seems he was using a hard instrument or tool of some sort based on the texture of the heaving pounding sound). It literally sounded like someone was trying to break into the unit. I was just coming out of the shower and I was alone, and as a woman it is very distressing (as my spouse was not home). [NB: After knocking very loudly, he eventually did leave legal papers pushed under the door, though they were not related to your email below]. This is the third time in recent weeks he has come to my door with intense knocking i.e. the first time he did this was on February 22, 2017 where he came to tell me to leave, without any warning, and had called a fire truck to the property ready to tear down my door if I did not leave...they went away once presented physically with a court order though he knew there was one; the second time was on February 23, 2017 when he attempted to give us legal papers. Please note, that in each of these 3 instances, there was a Do Not Disturb sign on the door, which he completely ignored. He could have called, emailed or left any legal papers with the front desk for us to retrieve mail, as done prior; or he could have simply left it under the door without knocking especially since there is a Do Not Disturb sign displayed. I'm not sure why he's suddenly going out of his way to bang on our door and create a scene, other than to intimidate us. As a result of the commotion due to his loud knocking, other guests have even come outside to see what was going on. It is embarrassing and humiliating and seems intended to make everyone on the floor know that there is some kind of dispute going on with me. This also is antagonistic, confrontational, and unnecessarily hostile behavior by Mr. Robitaille, and I'm very uncomfortable with him doing this, so I would like it to stop. It feels very threatening and harassing, and comes across like a show of force, authority and dominance and a way to express his rage and anger at me. We are quiet people, I don't like loud noise (when I came here I asked to be placed on a quiet floor). I do not want Mr. Robitaille banging on my door and harassing me, and ignoring the Door Not Disturb sign. Moreover, it is unprofessional and lacks the respect and courtesy that any Hilton Honors member (especially a diamond level rewards member) should be shown.

Furthermore, when I think about the issues with Mr. Robitaille in its totality--the repeated lockouts in violation of the court's restraining order, the repeatedly harassing banging on the door (ignoring the Do Not Disturb sign), his lack of followup on the service guarantee/guest complaint procedure, the way he wantonly ignores addressing my direct questions and concerns about continuing problems, his dismissive, disrespectful, and blatantly hostile behavior towards us as customers, his general disposition related to this very serious matter, combined with his pattern of lying at every turn is really quite alarming. One employee can't just have entire corporations at their mercy and be unleashed unchecked on the public and allowed to terrorize customers of Hilton. I pray that the court is not the only place to get any recourse here.

I am not sure if he has sent you any response as yet, but I am concerned that he is hiding from us what he is saying to you in order to not be held accountable for his lies. He has done this before in February 2016, when he did not respond to our complaint with guest services at that time and then sneakily sent a written response to guest services with lies, but never followed up with us at all or told us what his response was. The only time I found out about his Feb 2016 response was when excerpts of it showed up recently as an exhibit in a legal document he provided to court. He has also not followed to address our subsequent complaints in December 2016 and January 2017, except to retaliate in telling us to get out and leave. He has refused to address our concerns in writing or in person. He has refused to meet with us, even though I have requested so many times. [NB: Regarding our Dec 2016 complaint, he acted like he was responding by exploiting our request for a meeting, but then never met with us...and lied about the facts related to our offering times to meet; in Jan 2017, he never responded to us, and refused to meet. His response to customers raising concerns is to kick them out of the property]. So this is not the first time he has not followed the Hilton response process, and completely ignored any duty to respond to us. There has been a pattern of Mr. Robitaille not complying with the requirements of Hilton's guest complaint program, either in an outright manner or in a more indirect or subtle way by manipulating the process by wiggling out of responding to us and thereby not addressing the problem. I can provide proof of each of the above, so let me know if you would like me to send you proof of the above.

5/7/2017

Mail - Liberty_6@msn.com

Please note that, in my experience, part of the reason for his lack of response is because he intends to tell lies on us or about what is happening. He intends to hide behind the lack of transparency with us. With our Feb. 2016 complaint, as mentioned above, he responded only to Hilton, and lied about responding to us. And he has lied in past documentation to Hilton, he has lied to the courts (he apparently has even forged the signature of others), in order to further cover-up his lies. I don't understand how he can continue to get away with it. He seems to be too blinded with rage and animosity to address issues in a professional and responsible manner. I truly believe that based on his actions, his words, his behaviors, that Mr. Robitaille can't bring himself to treat us properly and with respect because of his racial biases and his desire to retaliate. Something really needs to be done because he is out of control. If he does eventually respond, it will likely be with lies to Hilton, and so he probably will not include us on any response since we will likely be able to provide proof that he is lying.

This goes towards another point: Mr. Robitaille appears to be a fundamentally dishonest person, lacking in integrity. This has been the main reason why he has mismanaged this situation from day one. He could have been more customer-friendly, he could have apologized, he could have tried to right the wrongs done (after all, is not that what Hilton's customer 100% guarantee is about or encourages), he could have sought conflict resolution, he could have sought to address our concerns in a respectful, courteous and fair-minded way. But instead from day one, he has been arrogant and drunk with power. He sees this organization as a screen to hide behind and to unleash his anger and dominance on the unsuspecting public. He is a rogue manager who is behaving like someone who thinks they have no accountability, and he is exploiting the Hilton franchise agreement to get away with his wrongdoing. He is hiding behind Dave Akridge of Great American Hotel Group as well as lawyers funded by the company, while he continues to abuse his position and mistreat guests. He refuses to address the serious problems at the property, but instead he lies, deflects, and uses the staff to accomplish his ends. This is the type of person that will continue to expose this organization and Hilton to more and more liability. He does not know when to stop, even when a court tells him not to do something, he still tries to find passive-aggressive ways to violate the court order because he wants to harass us and makes feel miserable that we leave on our own. Even doing little things like giving us the cold shoulder or not telling his staff to not mistreat us but instead encourages his staff to be disrespectful to us, or even giving every other guest a food menu at their door, but yet we are the only ones who don't get a food menu left in front of our door; he even told his staff to tell us to go to the back of the food service line and wait until everyone else gets food before we get food, etc. I could go on. The bottom line is that he is not trained in diversity sensitivity nor in anti-discrimination/anti-retaliation policy. When someone raises a concern about disparate treatment based on race, his answer is to say "you are playing the race card", which he did to us. Which hotel general manager in this day and age responds like that to racial discrimination concerns expressed by a guest? All of this current dispute could have been avoided if he simply had the managerial skill to handle it properly. We have been here for over 14 months as long-term residents. We paid over \$40,000 to this hotel. We are loyal diamond members. He could have had us be the biggest champions for Homewood Suites if he had simply managed the situation correctly. Being a good manager is not simply about revenue management; it is about managing people and customers effectively. In addition to other character issues, he is not a good manager when it comes to managing people especially from a diverse background; otherwise, this matter could have been resolved a long time ago. Even to this day, he refuses to humble himself to even have a conversation with us to try to resolve or settle the matter. He would rather continue to spend thousands of dollars on legal bills and potentially draw Hilton into his legal mess that he effectively created. He is stubborn, intransigent and incaltrant.

In any event, having said all of that, I look forward to any update you might have, though I am not sure any response from Mr. Robitaille is forthcoming. It has been 2 days now, and thus he has not responded during the 24 hours you allowed. Please let me if or when you hear back or otherwise, failing that, let me know next steps.

Thank you,

Natalie Anderson

From: Alice.maxwell@HRCC-hilton.com <Alice.maxwell@HRCC-hilton.com>
Sent: Wednesday, March 8, 2017 4:30 PM
To: liberty_6@msn.com
Subject: Re: FW: Homewood Suites of Nashua / Second Lockout / Re: Lockout, etc. 20017464 (KMM23344245V8602L0KM)

Natalie Anderson,

I am responding on behalf of our Executive Officers at Hilton Worldwide regarding the challenges you experience at the Homewood Suites-Gateway Hills Nashua location. Thank you for allowing me the opportunity to assist you.

After reviewing your concerns, I can certainly understand your dismay and frustration. It is our commitment to our guests to extend a "rewarding guest experience. We are passionate about building trust and loyalty through providing consistency in service delivery with the goal of restoring our customer's faith in our Brands. Clearly, we have not meet your expectations and I am so very sorry. I can assure you that the Executives of our Brand Performance TEAMS are made aware of areas of opportunity for our improvement. Your "Voice" is critical to acting on our areas of opportunity and I appreciate you sharing your experience with us.

I have reached out to the General Manager and his team for a reply to you and our group, please allow a response from the General Manager or a member of the hotel's organization within the next 24 business hours.

Ms. Anderson, service excellence is a focus to building and maintaining our customer base and we, humbly thank you for choosing to stay at our Brands for your personal and professional travels. Please allow a response from a member of the hotel's team soon.

5/7/2017

Mail - Liberty_6@msn.com

Best regards,

Alice Maxwell
Executive Customer Relations

Hilton

How are we doing?

We would love to hear your thoughts on your most recent experience with our agent, Alice Maxwell. Please click on the below survey link to be redirected to a brief survey geared towards improving the service our email team provides:

<https://survey.cmix.com/B6715B1E/7E301C4Q/en-US?AGNT=255&TCK=kelly.hayes@Hilton.com>

If the link above is not working, please copy and paste the URL into a browser window.

rick.schultz@hilton.com

From: Liberty_6 [Liberty_6@msn.com]

Sent: Wednesday, March 08, 2017 10:56 AM

To: Adam Robitaille; Dave.Akridge@GreatAmericanHG.com; Jayme Putnam

Cc: Chris Nassetta; Chris Nassetta; CEO; Jim Holthouser; Joe Berger; Rick Schultz; Matt Schuyler; Stacy Ervin; Kristy Myrick; Stephen Arnold; kenneth.svendsen@hilton.com; Gray@blackstone.com; jhuntsman@atlanticcouncil.org; judithmchale@caneinvestments.com; schreibs@centaurcp.com; lizsmith@bloominbrands.com; doug.steenland@aig.com; stein@blackstone.com; John.flatley@iflatco.com; jf@iflatco.com

Subject: Homewood Suites of Nashua / Second Lockout / Re: Lockout, etc.

Dear Homewood Suites of Nashua Management,

I am writing to you once again to inform you that a couple of days ago on Saturday, March 4, 2017, I was locked out again from my dwelling unit and the building. This is the second time in the past couple of weeks or so (on February 15, 2017). This recent lockout took place on a particularly blistering cold day and my husband and I were locked out in the blistering cold. Both of our keys were deactivated. You apparently have (over the past couple of months since we got a restraining order against you) been remotely setting/resetting our keys for deactivation each day, and then reactivating them the next day or so (i.e. this was done apparently because of an eagerness by you all to try to kick us out of our unit as quickly as possible if in fact the court would have lifted the restraining order). I have asked you to not do this type of thing in managing our room key access, because by doing this, you are in effect creating a situation that could create a lockout. This is not simply a "technical" glitch, as you stated the last time, which was only two weeks or so ago. It happens because you are remotely manipulating the deactivation dates, even when you know the court is still looking at our issues and a restraining order is still in place. These lockouts are a function of how you have chosen to miserly manage our key access on a day to day basis, resulting in deactivation of our key access on more than one occasion. This is a violation of the restraining order currently in place by the NH Superior Court.

Please stop doing this. You need to do whatever is necessary to ensure that we are not continually locked out of our unit and the building. This most recent lockout seems indicative of the fact that you were mad that the Court ruled against you recently and so now you are spiting us by locking off our keys but still trying to maintain plausible deniability i.e. that it was not intentional. It seems like you are doing this in order to make us miserable and to try to succeed in a "constructive eviction" (which you and some of your staff continue to do in other ways including continued mistreatment in the food service and in general, which you have conspicuously not addressed in your last reply; please instruct your staff to address this issue and to conform to the "courteous, respectable, high quality" service standards required by Hilton. We should be treated no different from other guests).

Again I don't understand why you would deactivate our keys (or allow our keys to be deactivated), when you know the Court continued the restraining order recently, and after we raised this concern to you about being locked out, a couple of weeks or so ago? You clearly have the technical ability to ensure our keys remain activated remotely so why don't you ensure that this is done? It seems you want us to continue to be locked out in the dead of the winter cold and force us to have to continually complain about this or to have to continually be forced to go to the front desk to address the issue. If it happens once, that is one thing...but if keeps happening more than once in a short period of time, then there is no excuse. If it happens again, I will be bringing a contempt action in court because of your continued willful and intentional contempt of the court's restraining order.

I am also cc'ing Hilton and John Flatley personnel here, so that if we don't get a response from you (as you ignored our other previous emails in this email chain about how some of your staff continues to treat us, as well as about the hotel's food policy, among other things), we can hopefully get a response from someone else. Also, we are still asking Hilton and/or John Flatley personnel to intervene in this matter to prevent further retaliation, and to investigate all of our concerns, as outlined elsewhere before.

Sincerely,

Natalie Anderson

From: Liberty_6

Sent: Tuesday, February 28, 2017 10:58 AM

5/7/2017

Mail - Liberty_6@msn.com

To: Adam Robitaille; Dave.Akridge@GreatAmericanHG.com; Jayme Putnam
Subject: Re: Lockout, etc.

P.S.

I notice you did not address my concerns raised about continued mistreatment by staff. You only responded to the lockout issue.

Just to be clear, my husband recently asked a staff person if there was a hotel policy that limited how much food could be taken by guests or residents. He was told that there was not any such policy; and that sometimes food gets thrown away so guests should feel free to take it. Nevertheless, we maintain that we do not take an inordinate amount of food at all; we are just watched with more suspicion and judgment more than other guests.

Is there a hotel policy (whether new or otherwise) regarding food service? If so, is this communicated anywhere for guests to see or know?

There is an open buffet to be replenished as the food service is utilized by customers during a 2-hour window. However, there is inconsistency in the management of the food service. There's only so much food that customers can eat; yet many times customers are standing around waiting for food or just give up (including ourselves). Oftentimes, the trays are not properly monitored and replenished. Sometimes, there's no food in the tray within the first hour of service. And so, on the occasions when my husband does get food for the both of us from an already depleted tray, the staff act as though he single-handedly cleared out the food himself, which is completely false. The food is very leanly managed or is being mismanaged, with staff often hovering and hoarding food for themselves. By the way, we were told, in the past on more than one occasion, that food was set aside or "reserved/spoken for" for the staff, which should not be the case (i.e. putting the staff's use of the food service ahead of the guest, which also helps to explain why food tray is left empty before the food service is over, because food is being kept back for staff). Because the food is not properly being managed/replenished, my husband is being used as a scapegoat. Furthermore, prior to the harassment my husband experienced with Cindy last month, no one previously told us that we should wait until the end to get food.

Also, Sergio denied telling anyone that my husband took "tongs of bacon out of a child's hand" etc. as was represented in a document you all submitted to the district court. Sergio said he himself has no complaints about my husband. We have proof that he said this. Furthermore, the housekeeping manager (Nanette) who was present for the one and only housekeeping service a year ago in February 2016 (that was about 30 mins) also recently denied that there were bags of trash, black mildew, or that all the linens had to be thrown away from our unit. She adamantly denied telling anyone that. Why is that everyone we speak to denies what you submitted to the court?

Moreover, why is it that you never circled back to us in February 2016 after we called Hilton guest services, but apparently sneakily wrote a response to Hilton (filled with untruths) without telling us or circling back to us? We had no idea what Adam had said about our complaint to Hilton, until it showed up in the court documents submitted in district court recently. This is not proper and honest behavior. Further, I want to state that it is a total lie to say that in the past my husband packed food into tupperware (we use the plates provided, not tupperware). When did my husband do this; do you have a date? Also, Adam made a statement that he personally observed my husband carry six plates of food to his room? Again, what date was this and how is it possible for him to carry six plates? It is not physically possible to carry six plates of food at one time. This is totally false as is the other statements made by Adam; similar to how he has lied about the bathroom stickers. There was no such sticker placed in our bathroom and you all know that. Why would you blatantly lie to the court when this is so easily provable as a lie?

Lastly, we do not owe you money. You owe us money because you have made approx. \$22,000 worth of charges and/or pended charges to our account at the end of November 2016 going into December 2016. You have not given us our tax refund eventhough we have been asking since summer 2016 and eventhough you agreed that we are owed ~\$3000 as of December 2016. Yet on top of that, instead of refunding us, you charged our card another \$6300 going into December 2016, plus an additional \$6700 in pended charges, and then top of all of that you have tied up another \$6000 in disputes back on our previous card, the one we submitted regarding the over-charges that you never explained to us even after raising them to Jayme back in Summer 2016. How in the world could you get from all of that, that we owe you money? Moreover your records are altered and falsified. Is this how you guys go about addressing issues i.e. by lying, falsifying documents and submitting false statements to court?

This is highly outrageous. You guys should be ashamed of yourselves. You should play fair and just, not dirty and under-handed. Moreover, you are involving your attorneys in the submitting of this false information, which is a serious problem.

Lastly, I really don't see where you have made any effort towards accountability, or tried to redeem yourselves. You have refused to meet with us and to even look at our evidence that we wanted to present to you back in November 2016. I trust that you will have a conscience to reflect on all of this and how you could have done things better.

I look forward to your reply to the above.

-Natalie Anderson

From: Liberty_6
Sent: Tuesday, February 28, 2017 10:12 AM
To: Adam Robitaille; Dave.Akridge@GreatAmericanHG.com; Jayme Putnam
Cc: arobitaille@mail.com
Subject: Re: Lockout, etc.

Adam,

I'm a tad confused because we never have had a key malfunction for the entire time we have been here. The only time the keycard deactivates is when it is set to expire in your key system. My understanding is that your system is pretty new and high tech and is not susceptible to the vagaries of older hotels.

I also thought you could update keys remotely, which is what you have been doing recently by setting expiration dates for the next day after each day passes and then update the keys remotely accordingly. So I am not sure why it is required to update the keys at the front desk now.

5/7/2017

Mail - Liberty_6@msn.com

-Natalie

From: Adam Robitaille <Adam.Robitaille@Hilton.com>
Sent: Thursday, February 16, 2017 1:11 PM
To: Liberty_6; Dave.Akridge@GreatAmericanHG.com; Jayme Putnam
Cc: arobitaille@mail.com
Subject: RE: Lockout, etc.

Natalie,

Unfortunately, from time to time, in all hotels, electronic keys deactivate and/or malfunction. This was not intentional on our part. You did not indicate whether your key has been reactivated. If not, please stop by the front desk so that we may do so.

From: Liberty_6
Sent: Thursday, February 16, 2017 10:35 AM
To: Adam Robitaille; Dave.Akridge@GreatAmericanHG.com; Jayme Putnam
Subject: Lockout, etc.

Dear Homewood Management,

I suffered a lockout yesterday (2/15/17) where my key was not working. This was at about 6:35pm where I was prevented from entering the premises at the door at the south entrance. It was very cold and it was bad weather and this was an inconvenience to and an embarrassment for me. It was another resident who observed that I was locked out, who let me into the building. I was also prevented from entering my apartment i.e. the key was locked out as well to my apartment. If my husband was not in the apartment at the time, I would not have been able to enter my apartment.

Shortly thereafter, my husband attempted to get the key fixed by making his way downstairs to the lobby but unfortunately Cindy was at the front desk at that time that this lockout occurred. So my husband did not approach the front desk to address the matter in order to avoid any interaction with Cindy and any false accusations from her. It is unclear if this was caused by Cindy herself or someone else, but either way, I am bringing this to your attention and requesting that we are not locked out again.

This should not be happening especially since there is a restraining order from the court. You have a responsibility to ensure that we are not locked out, etc. It has also come to our attention that you are setting the checkout/lock-out dates for us to be reset each day. This could likely cause us to be subject to being locked out if you are not on top of ensuring that the keys are updated remotely/electronically. If this is correct, then there needs to be a better way of managing things in a more professional, reasonable and humane way, without being so aggressive in setting things up in such a way that shows that you are eager to kick us out of the hotel after each and every day passes.

Moreover, I would like to also bring to your attention the ongoing issues with how we are being treated in the food service and in general. For example, the food workers continue to be unfriendly to us and do not say hello to us, but yet they are gracious and friendly to other guests, and say hello etc to other white guests, right there in front of us. It is so blatantly hostile conduct. Furthermore, we notice several white guests being given to-go containers to carry food to their rooms in the middle of the food service, yet we were castigated for taking food for two people. Also, the main food worker lady that has recently started to oversee the food service mostly at night has been particularly unfriendly. On one occasion recently, during breakfast, she took out her camera phone and appeared to be taking pictures of my husband's food plate in front of other guests, which was embarrassing for him (and noticeable to other guests). Moreover, we notice that we are not provided with the food menu to our door as other residents have been (and this has been ongoing for some time now). Mr. Robitaille continues to give my husband angry looks since the court order was entered, whenever he sees him in the lodge. Cindy also continues to leave the front desk and come over to the food station when my husband is getting food for us, as if she's inspecting him and hovering around him in an attempt to intimidate; for example, she she did earlier this week (please ask Cindy to stop doing this).

I simply ask that you instruct your staff to stop these kinds of hostile conduct towards us. While we are residents of this property, we should not continue to be treated in such a sub-par or hostile manner especially since there is a court order prohibiting eviction of any kind (including actual eviction and constructive eviction including harassment etc).

Thank you,

Natalie Anderson

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Exhibit 20 – Nashua Telegraph

The Telegraph

Judge allegedly forged dozens of evaluations

District Court judge formally charged with interfering with his judicial review

NASHUA – A Nashua District Court judge in on leave without pay after it was learned he forged dozens of evaluations as part of the state’s review of his position, according to documents released Monday by the New Hampshire Supreme Court.

The Telegraph has attempted to obtain documents related to Judge Paul S. Moore, 59, and his evaluations from last year. The New Hampshire Administrative Office of the Courts denied a request by The Telegraph seeking copies of Moore’s evaluations, stating that the Judicial Branch is not subject to the state’s Right to Know law.

On Monday, however, the Supreme Court released a trove of documents after Moore was formally charged with interfering in his judicial review.

Moore, a Bedford native, is due in Concord for a hearing in May to answer to the charges.

Judges are chosen at random every year to be reviewed by the Judicial Conduct Committee by people who have had business before the court. Moore was notified on July 10 that he would be reviewed, and by the morning of July 11, 2017, 16 evaluations had been sent into the committee via the online survey program. The reviews all contained perfect scores for Moore in every category, according to the statement of charges.

“Several of the evaluations which were submitted on Tuesday, July 11, 2017, contained narrative comments containing phrases that Judge Moore was known to use frequently in his dictated orders, and a number of these evaluations contained punctuation marks such as exclamation points which are not normally seen in such judicial evaluations,” the statement of charges allege.

These evaluations were coming in, even though the public notice inviting reviews of Moore had yet to be made public. By July 12, after an e-bulletin went out from the New Hampshire Bar Association News, Moore had dozens of reviews, 80 percent of which were positive.

The unusually high volume, and the disproportionate number of perfect scores raised suspicions, according to the documents released Monday. A September confidential memo to the Supreme Court Chief Justice Linda Dalianis states that the committee decided to check internet protocol, or IP, addresses to find out where all the reviews were coming from.

One IP address was responsible for 12 perfect scores, all coming in during times Moore was not serving in court. The IP address was traced to Newport, near where Moore has a vacation home, according to the memo. The memo also alleges Moore was trying to “*stuff the ballot*” by getting police and probation officers, and landlords who had business in his court, to give him favorable reviews.

Moore was removed from the bench on Oct. 16 and placed on leave with pay. At the time, officials refused to give details behind Moore’s removal. Moore is now on unpaid leave, and due for a hearing before Supreme Court

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Chief Judge Robert Lynn on May 11. The matter also has been referred to the New Hampshire Attorney General's Public Integrity Unit.

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