

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

DONNA HITESHEW, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

MARRIOTT INTERNATIONAL, INC., a
Delaware corporation, and STARWOOD
HOTELS & RESORTS WORLDWIDE,
LLC, a Maryland limited liability company,

Defendants.

Case No.: 8:18-cv-03755

Honorable Paul W. Grimm

DECLARATION OF EVE-LYNN RAPP

Pursuant to 18 U.S.C. § 1746, I, Eve-Lynn J. Rapp, hereby declare and state as follows:

1. I am an attorney admitted to practice before the Supreme Court of the State of Illinois, and intend to file a motion for leave to appear *pro hac vice* before this Court for purposes of this action. I am entering this Declaration in support of Plaintiff Donna Hiteshew's Notice Regarding Defendants' Intent to Not Enforce WebWatcher Arbitration and Class Action Waiver (the "Notice"). This Declaration is based upon my personal knowledge, except where expressly noted otherwise. If called upon to testify to the matters stated herein, I could and would competently do so.

2. I am a Partner of Edelson PC ("Edelson") which has been retained, along with local counsel, to represent Plaintiff Hiteshew in the above-captioned matter.

3. On December 6, 2018 Plaintiff Hiteshew filed a putative Class Action Complaint against Defendants Marriott International, Inc. and Starwood Hotels & Resorts Worldwide LLC (collectively "Marriott"), arising from the breach of Marriott's security system that exposed the personal data of approximately 500 million people. (Dkt. 1.)

4. Beyond Defendants' lax security, one issue addressed in Plaintiff's Complaint was the confusion being created by Defendants in notifying class members of the breach. Namely, Defendants disseminated emails and directed class members to a website, which among other things, advised of the breach and offered customers one-year of WebWatcher, a web monitoring service that is ostensibly intended to aid people in monitoring whether their information is being misused online. A true and accurate copy of Starwood Email to Valued Guests and WebWatcher Terms & Conditions are attached hereto as Exhibit B and C to Plaintiff's Notice, respectively.

5. Since filing the Complaint in this case, the Parties have conferred several times through counsel. Through the course of those communications, and at the insistence of Plaintiff's counsel, Defendants have clarified and confirmed that they do "not contend the claims of putative class members w[ould] be subject to the terms of service in Kroll's WebWatcher product." A true and accurate copy of Defendants' December 9, 2018 Email is attached Plaintiff's Notice as Exhibit D.

6. Before filing Plaintiff's Notice, Plaintiff's counsel informed Defendants' counsel of the need to alert class members and the Court that Defendants did not intend to enforce the WebWatcher arbitration and class action waiver, and suggested that the Parties do so jointly. However, as of the time of this filing, Defendants' counsel did not respond.

* * *

I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 11, 2018 at San Francisco, California.

/s/ Eve-Lynn J. Rapp