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THE BELVEDERE HOTEL PARTNERSHIP  
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF LOS ANGELES, WEST DISTRICT**  
11

12 THE BELVEDERE HOTEL PARTNERSHIP.  
a California partnership,

13 Plaintiff,  
14

15 v.

16 HOUSSEM TASCO, an individual;  
BINYAMIN "BENY" ALAGEM, an  
individual; OASIS WEST REALTY, LLC, a  
17 Delaware Limited Liability Company;  
HILTON DOMESTIC OPERATING  
18 COMPANY INC., a Delaware Corporation;  
WALDORF=ASTORIA MANAGEMENT  
19 LLC, a Delaware Limited Liability Company;  
and DOES 1 through 100, inclusive,

20 Defendants.  
21

22 AND RELATED CROSS-ACTIONS.  
23  
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28

**CASE NO. SC127379**

Assigned for All Purposes to:  
Hon. Mark A. Young, Dept. M

**PLAINTIFF'S NOTICE OF MOTION  
AND MOTION FOR LEAVE TO FILE  
FOURTH AMENDED COMPLAINT**

*[Filed Concurrently with Declaration of A.  
Sasha Frid; Request for Judicial Notice;  
[Proposed] Order]*

**Reservation ID.: 375514887831**

DATE: March 18, 2020  
TIME: 8:30 a.m.  
DEPT.: M

Action Filed: April 13, 2017  
FSC: October 26, 2020  
Trial Date: November 2, 2020

1 **TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on March 18, 2020 at 8:30 a.m., or at such time as the  
3 Court may hear this matter before the Honorable Mark A. Young in Department M of the above-  
4 entitled Court, located at 1725 Main Street, Santa Monica, California 90401, Plaintiff Belvedere  
5 Hotel Partnership dba The Peninsula Beverly Hills (“Peninsula”) will and hereby does move for  
6 leave to file a Fourth Amended Complaint (“FAC”).

7 Peninsula has a good faith basis for seeking leave to amend. Peninsula recently obtained  
8 new evidence that alters the nature and focus of this case. This new evidence reveals an ongoing  
9 scheme of corporate espionage orchestrated by Defendants Hilton Domestic Operating Company,  
10 Inc. (“Hilton”), Waldorf=Astoria Management LLC (“Waldorf LLC”), Oasis West Realty, LLC,  
11 and Beny Alagem (collectively, the “Hilton Defendants”), with Defendant Housseem Tasco  
12 (“Tasco”) as their pawn. The FAC raises new causes of action accordingly, including Inducing  
13 Breach of Contract, Aiding and Abetting Breach of Contract, Fraud, and Aiding and Abetting  
14 Fraud.

15 The new evidence establishes that the Hilton Defendants engaged in a scheme whereby  
16 they used Tasco’s status as a trusted Peninsula employee to steal trade secrets they used to “jump  
17 start” the operation of their competing hotel—the Waldorf Astoria Beverly Hills Hotel (the  
18 “Waldorf Hotel”).

19 In launching the Waldorf Hotel, the Hilton Defendants were attempting something they  
20 had never done before—building a new high-end luxury hotel in one of the most prestigious and  
21 most competitive markets in the world. The Waldorf Hotel was to be the flagship of the Hilton  
22 Defendants’ still untested brand. There was a lot riding on its success.

23 Rather than pursue a risky trial-and-error process, the Hilton Defendants fell back on a  
24 tried-and-true tactic: stealing a competitor’s secrets by recruiting its employees. They had done it  
25 before when attempting to launch a hotel that could compete with W Hotels. This time, the Hilton  
26 Defendants put Peninsula in their crosshairs. They chose Tasco as their inside man.

27 Using a job at the Waldorf as bait, the Hilton Defendants solicited and obtained thousands  
28 of confidential Peninsula documents through Tasco over the course of **fourteen months** while



1 Tasco was still employed at the Peninsula. The Hilton Defendants used this fourteen month  
2 period to take advantage of Tasco's continued access to Peninsula's confidential, proprietary  
3 information. They needed Tasco to remain at Peninsula until they were satisfied they had pillaged  
4 everything they needed to open the Waldorf Hotel using the pattern Peninsula had successfully  
5 established over almost 30 years. Once Tasco finally joined the Waldorf Hotel, he assisted the  
6 Hilton Defendants in using Peninsula's stolen information to lure away lucrative Peninsula clients  
7 and solicit its employees—precisely what he was hired to do.

8 The Hilton Defendants continued to use that information to build up their own hotel  
9 operations according to the Peninsula blueprint. Newly revealed evidence demonstrates that,  
10 through Tasco, the Hilton Defendants gained access to wide swaths of confidential Peninsula  
11 information, including budget documents, market segmentation reports, STAR Reports, business  
12 plan, special room rates, vendor information, guest lists, guest preferences, marketing plans,  
13 operations manuals, and more. This was everything the Hilton Defendants needed to minimize  
14 their risk and build a successful hotel and brand in a difficult market without expending the  
15 necessary time, resources, and effort that would usually be required to open a new luxury hotel in  
16 Beverly Hills.

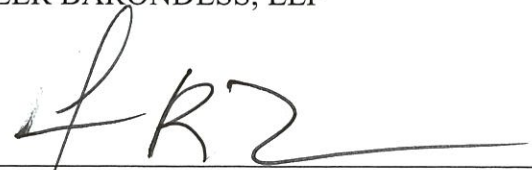
17 Pursuant to California Rule of Court 3.1324(a), the proposed Fourth Amended Complaint  
18 is attached as **Exhibit A** hereto, and also as **Exhibit A** to the Declaration of A. Sasha Frid. A  
19 redline comparison showing the differences between the operative Third Amended Complaint and  
20 the proposed Fourth Amended Complaint is attached as **Exhibit B** to the Declaration of A. Sasha  
21 Frid.

22 This Motion is based on this Notice of Motion and Motion, the accompanying  
23 Memorandum of Points and Authorities, the Declaration of A. Sasha Frid and exhibits thereto, the  
24 pleadings and records on file in this action, all other matters of which the Court may take judicial  
25 notice, and on such further argument and evidence as may be presented.

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DATED: February 25, 2020

MILLER BARONDESS, LLP

By: 

LOUIS R. MILLER  
Attorneys for Plaintiff and Cross-Defendant  
THE BELVEDERE HOTEL PARTNERSHIP



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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 With this motion, Plaintiff Belvedere Hotel Partnership, dba The Peninsula Beverly Hills  
4 (“Peninsula”) seeks leave to file a Fourth Amended Complaint (“FAC”) to account for the full  
5 scope of the Defendants’ misconduct in this case.

6 Peninsula initially filed this lawsuit against Defendant Houssem Tasco because it thought  
7 he acted alone in taking confidential, proprietary information before resigning to work for the  
8 Waldorf Astoria Beverly Hills Hotel (“Waldorf Hotel”), and using that information to solicit  
9 Peninsula’s guests to the Waldorf Hotel. After learning that Defendants Beny Alagem  
10 (“Alagem”), Oasis West Realty, LLC (“Oasis West”), Hilton Domestic Operating Company, Inc.  
11 (“Hilton”), and Waldorf=Astoria Management LLC (“Waldorf LLC”) (collectively, the “Hilton  
12 Defendants”) had also been involved in this scheme, Peninsula amended accordingly.

13 Only now is the full scope of the Hilton Defendants’ role coming to light, thanks to the  
14 significant discovery in which the parties have engaged since the filing of the Third Amended  
15 Complaint (the “TAC”). For example, Tasco has produced documents that resulted from a Court-  
16 ordered forensic examination of his personal electronic devices. Peninsula has also taken the  
17 depositions of Defendants’ key executives, such as Defendant Beny Alagem (owner of Defendant  
18 Oasis West and a beneficial owner of the Waldorf Hotel), Ted Kahan (President of Defendant  
19 Oasis West), and Vanessa Williams (current General Manager of the Waldorf Hotel and its former  
20 Director of Sales & Marketing). That discovery has showed that the matters at issue here are far  
21 more than a one-man plot to improperly solicit Peninsula’s Middle Eastern guests. Instead, the  
22 evidence has revealed a meticulous scheme by all of the Hilton Defendants, acting in concert with  
23 Tasco as their pawn, to steal Peninsula’s blueprint to operate a luxury hotel in Beverly Hills.

24 The Waldorf Hotel was to be the flagship of the Waldorf brand—the Hilton Defendants’  
25 foray into the high-end, luxury hotel market. (Declaration of A. Sasha Frid (“Frid Decl.”) Ex. F at  
26 26:6-22.) It was to be featured on their advertising, and was intended to serve as the model hotel  
27 that would host corporate delegations and serve as a lure for potential new developers. (*Id.* at  
28 26:2-27:21.) But the Hilton Defendants had never opened a brand new hotel in a location like



1 Beverly Hills, an intensely competitive market. (*Id.* at 18:3-18, 25:21-26:12.) The Hilton  
2 Defendants had a lot riding on this investment. The stakes were high, there was little margin for  
3 error, and the Hilton Defendants were in uncharted territory.

4 To open their new hotel, the Hilton Defendants selected as their Managing Director Luc  
5 Delafosse, a “hotelier” who had *no* experience opening a hotel and no experience in the Beverly  
6 Hills market. (*Id.* at 128:4-131:2.) Opening a hotel is very different from running one, and  
7 requires a very different set of skills. Delafosse simply didn’t have them.

8 Under intense pressure to ensure that their new hotel succeeded, the Hilton Defendants fell  
9 back on a tried-and-true tactic—stealing secrets from a competitor using an inside man. The  
10 Hilton Defendants knew what success in the Beverly Hills market looked like. It was sitting just  
11 across the street. The Peninsula, located just 100 yards away on the other side of Santa Monica  
12 Boulevard, had been the gold standard for luxury hotels in Beverly Hills for almost 30 years.

13 Years prior, Hilton succeeded in speeding a new brand to market by stealing and copying  
14 another competitor’s confidential information. (Request for Judicial Notice (“RJN”) Ex. 1 .) On  
15 that occasion, Hilton wanted to launch its own “lifestyle” hotel brand to compete with the “W”  
16 brand owned by Starwood Hotels and Resorts, Worldwide, Inc. (“Starwood”). (*Id.* ¶ 1.) But  
17 rather than building their own brand from the ground up, Hilton recruited Starwood executives  
18 with access to everything they would need to replicate the W’s “brand DNA” to join Hilton and  
19 bring confidential, proprietary information with them. (*Id.* ¶¶ 2-13.) As a result, Hilton was able  
20 to develop its own “Denizen” brand in record time. (*Id.* ¶¶ 14-16.) The strategy worked  
21 perfectly—until Hilton got caught. (RJN Ex. 2.)

22 The Hilton Defendants did the exact same thing here. Feeling spurned after failing to  
23 attain a promotion, Tasco was an easy mark. Delafosse dangled the carrot of a new job to entice  
24 Tasco to act as Hilton’s “mole” at Peninsula. (Frid Decl. Ex. E at 256:15-20; FAC ¶ 19.)

25 Over the course of *fourteen months*—from September 2015 until November 2016—while  
26 Tasco was working at Peninsula, Delafosse regularly met with, spoke with and emailed Tasco.  
27 (*Id.* Ex. E at 77:13-80:18, 95:20-96:16, 109:9-25, 250:9-22; *id.* Exs. H-K.) He prodded him with  
28 questions, asked for details about Peninsula’s operations and requested the hotel’s confidential

1 information and documents. (Frid Decl. Ex. K; *id.* Ex. E at 151:16-152:21.) Tasco obliged and  
2 willingly provided Delafosse what he asked for. (*Id.*)

3 Oasis West was involved in Hilton's scheme. While Tasco was still at Peninsula, he met  
4 with Ted Kahan, the company's president. (*Id.* Ex. E at 198:15-199:2.) Over the next two days  
5 following Tasco's meeting with Kahan, Tasco emailed to himself numerous confidential Peninsula  
6 documents. (*Id.* at 205:19-209:25; *Id.* Exs. L-N.) This was no coincidence. Tasco emailed these  
7 confidential documents to himself—just two months before he left—so he would have them on his  
8 own computer and have access to them when he went to work for the Waldorf Hotel. (*Id.* Ex. E at  
9 204:1-205:8, 218:7-219:20.) Peninsula had no idea about this when it filed the TAC. Peninsula  
10 only discovered this recently as a result of the forensic examination.

11 Peninsula also uncovered more evidence of Tasco's theft: a forensic examination of his  
12 electronic devices revealed that he was taking pictures of Peninsula's trade secrets as they were  
13 displayed on a computer or cell phone screen. (12/6/19 Declaration of Sash Frid in Support of  
14 Opposition to Motion to Quash ("12/6/19 Frid Decl.") ¶¶ 12-13 & Ex. G.) These pictures were of  
15 confidential documents showing Peninsula guests, custom room rates crafted for high-end  
16 customers, financial documents, and contact information for Middle Eastern travel agencies. (*Id.*)  
17 It is obvious that Tasco was taking pictures of these trade secrets to avoid detection and to share  
18 them with the Hilton Defendants.

19 Peninsula recently found even more incriminating evidence: less than two weeks after  
20 Tasco began working for the Waldorf Hotel, he contacted an employee that was still working at  
21 Peninsula. (*Id.* Ex. D at 276:22-277:8, 279:3-281:7, 288:7-23; *id.* Ex. R.) Tasco requested that  
22 this person email him Peninsula's complete operations manual. (*Id.*) The employee obliged  
23 because Tasco and the Hilton Defendants offered her a job at the Waldorf Hotel. (*Id.* Ex. E at  
24 277:25-278:9.) This was highly confidential and sensitive work-product that Peninsula had  
25 developed over the years through trial and error. The Hilton Defendants got it in one fell swoop.

26 The Hilton Defendants were intimately involved with this scheme—Delafosse reported  
27 regularly on the hotel's progress and operations to his superiors at Hilton corporate, and high-level  
28 executives regularly attended pre-opening meetings at which Tasco was present, despite his low-



1 ranking position. (*Id.* Ex. F at 290:20-291:18; *id.* Ex. D at 83:2-84:23, 86:10-87:3.)

2       The scheme worked—the Waldorf Hotel reached “stabilization” (or profitability) after only  
3 a year of operation. (*Id.* Ex. F at 47:6-48:8.) And they were able to do it without relevant  
4 experience or an established client base, in one of the most competitive markets in the world.  
5 They never would have been able to do it honestly.

6       All of these matters have come to light recently, largely because Defendants have fought  
7 discovery every step of the way. Tasco refused to turn over the electronic devices that proved his  
8 guilt, only doing so after months of argument and a court order. Even then, Defendants have done  
9 everything possible to delay the process of forensically examining the devices.

10       Defendant Alagem denied any knowledge of Delafosse’s misconduct, shifting blame to  
11 Hilton, and claimed that he had barely met Tasco, despite attending high-level meetings with him  
12 for months. (*Id.* Ex. C at 52:17-53:15, 106:8-10; *id.* Ex. D at 83:2-84:23.) Hilton, for its part,  
13 denied any involvement from the start, claiming to have conducted its own investigation that  
14 revealed a lack of any wrongdoing. This was a lie—Delafosse demanded and received Peninsula  
15 documents from Tasco via his Waldorf email, and the misappropriation would have been evident  
16 in any legitimate investigation. And Hilton’s lies even extend to its own internal policies—it  
17 claims to have a “Clean Entry and Clean Exit” policy that swiftly punishes any employee that  
18 attempts to misappropriate confidential competitor information (*Id.* Ex. F at 197:4-198:6), but in  
19 reality exists only to give Hilton plausible deniability. Hilton is well aware that Tasco violated  
20 this policy, and has taken no action to reprimand him. (*Id.* Ex. F at 219:17-220:13.) Just the  
21 opposite, in fact—Hilton has promoted Tasco twice. (*Id.* at 226:2-12.)

22       In short, new evidence uncovered in discovery has revealed the extent to which the Hilton  
23 Defendants masterminded an elaborate scheme of corporate espionage, far beyond what was  
24 previously suspected. The Hilton Defendants used Tasco to steal confidential, proprietary  
25 information from Peninsula, and exploited that information as a blueprint to open and operate the  
26 Waldorf Hotel. That misconduct yielded millions in unearned revenues for the Hilton Defendants,  
27 as well as stealing business away from Peninsula. It also allowed the Hilton Defendants to benefit  
28 from having a successful flagship hotel to advertise their Waldorf brand, paving the way for Hilton



1 to convince hotel developers to enter into lucrative management contracts. Those contracts have  
2 yielded Hilton millions in management fees, a risk-free windfall to pad its bottom line.

3 Peninsula requests that it be allowed to amend its complaint to accommodate all of these  
4 new revelations, and to add causes of action ensuring that Defendants are held accountable for all  
5 of their unlawful conduct. Specifically, Peninsula's proposed FAC adds four new causes of  
6 action—Inducing Breach of Contract, Aiding and Abetting Breach of Contract, Fraud, and Aiding  
7 and Abetting Fraud—to account for the Hilton Defendants' newly discovery misconduct. There is  
8 no reason to inefficiently expend judicial resources and make Peninsula file a separate lawsuit to  
9 assert claims arising out of the same course of conduct at issue here.

10 Further, granting the motion will not prejudice Defendants. Trial is not set to begin until  
11 November 2, 2020. Discovery will continue to October. The parties have more than enough time  
12 to take all necessary steps to pursue and defend these new allegations at trial.

## 13 **II. FACTS**

### 14 **A. Discovery Reveals the Hilton Defendants Wanted to "Jump Start" the** 15 **Waldorf Hotel Using Peninsula's Stolen Secrets**

16 The parties have engaged in substantial discovery since the filing of the TAC. This new  
17 discovery—including document productions, the forensic examination of Tasco's personal  
18 electronic devices, and the depositions of Hilton and Oasis West executives Vanessa Williams,  
19 Nicole Leier, Beny Alagem, and Ted Kahan—reveals the new facts alleged in the FAC.

20 The newly discovered evidence shows that the Hilton Defendants were banking on using  
21 Peninsula's information to ensure the success of their new hotel. The Waldorf Hotel was the  
22 Hilton Defendants' first attempt to construct and open a high-end, luxury hotel from the ground-up  
23 in the U.S. (Frid Decl. Ex. F at 18:3-12.) While the brand had been around since 2006, before  
24 2015, all other Waldorf-branded hotels were simply older hotels the Hilton Defendants remodeled  
25 and rebranded. (*Id.* at 18:13-18.)

26 The Waldorf Hotel in Beverly Hills was going to be different. It was intended to be a  
27 flagship they would use to drive expansion of the Waldorf brand throughout the world. (*Id.* at  
28 26:6-22.) Today, it is featured in Hilton's television commercials and other promotional materials

1 as the brand's top destination. (*Id.* at 26:23-27:21.) Hilton sends delegations, prospective  
2 developers and owners, and corporate representatives to the Waldorf Hotel to show off the  
3 amenities and to persuade them to enter into lucrative management deals. (*Id.* at 29:15-33:2.)

4 But the Hilton Defendants lacked experience operating a luxury hotel in a market like  
5 Beverly Hills. (*Id.* at 25:21-26:12.) They knew that the Beverly Hills market was one of the most  
6 difficult markets in which to compete. (*Id.* at 35:5-24.) They knew they would need to provide a  
7 higher level of service and amenities; and service a higher-level clientele than they ever had  
8 before. (*Id.* at 20:10-23, 65:2-66:9.) And they knew that they were targeting a different level of  
9 clientele than they were with their Hilton and other lower-end other brands, and so would not be  
10 able to rely on their existing guest database.

11 The Hilton Defendants had a lot at stake to get it right and make the Waldorf Hotel the  
12 brand's preeminent luxury hotel. (*Id.* at 26:6-22.) They did not want to leave anything to chance;  
13 and wanted to minimize or eliminate the mistakes and pitfalls that come with opening a new hotel.  
14 To achieve this, they decided to target its main soon-to-be competitor across the street: Peninsula.

15 **B. Stealing Competitors' Secrets Is Hilton's Modus Operandi**

16 This was not the first time Hilton used a competitor's information to launch its own brand.  
17 Using a competitor's employees to steal information is part of Hilton's modus operandi.

18 In the late 2000's, Hilton decided to move into the "lifestyle" hotel sector to compete with  
19 Starwood's "W" hotel brand. (RJN Ex. 1 ¶ 1.) To get the W's blueprint, Hilton recruited two  
20 Starwood executives, who each brought with them large volumes of Starwood's confidential  
21 business information. (*Id.* ¶¶ 2-13.) The executives either took the information home with them,  
22 or sent it to their personal email accounts. (*Id.* ¶ 3.) Both executives had agreements prohibiting  
23 them from disclosing Starwood's confidential information or using it elsewhere. (*Id.* ¶¶ 44-45.)

24 Hilton nevertheless used the stolen information to develop its own Denizen brand. (*Id.* ¶¶  
25 14-16.) Using Starwood's information saved Hilton years of effort and millions of dollars in  
26 research and development. But Starwood found out and filed suit, whereupon Hilton consented to  
27 a permanent injunction prohibiting it from using Starwood's information. (RJN Ex. 2.)  
28



1           **C.     The Hilton Defendants Engage Tasco in a Quid Pro Quo to Get Peninsula's**  
2                           **Information**

3           The newly discovered evidence shows that in launching the Waldorf Hotel, the Hilton  
4 Defendants employed the Starwood strategy yet again. First, they tried to recruit Peninsula's  
5 Managing Director, Offer Nissenbaum. (Frid Decl. Ex. S.) When that didn't work, they turned to  
6 Tasco, who Nissenbaum had trained. Delafosse began meeting with Tasco as early as September  
7 2015. (*Id.* Ex. E at 95:20-96:16; *id.* Exs. H-I.) Through Delafosse, the Hilton Defendants engaged  
8 Tasco in a *quid pro quo*—in exchange for Peninsula's information, they would give him a better  
9 paying position at the Waldorf Hotel. (*Id.* Ex. E at 256:15-20.) Using the job Tasco desired as  
10 bait, Delafosse extracted large volumes of Peninsula's confidential information and documents  
11 from Tasco over the course of fourteen months while still employed at the Peninsula.

12           For example, newly discovered documents show that in January 2016, Delafosse emailed  
13 Tasco to request information about "market segmentation pace." (*Id.* Ex. K; *id.* Ex. E at 151:16-  
14 152:21.) Tasco diligently went on Peninsula's server, gathered information about Peninsula's  
15 guests and statistics, and prepared a spreadsheet that he provided to Delafosse. (*Id.* Ex. K.) Over  
16 the ensuing months, Tasco funneled even more nonpublic Peninsula information to Delafosse at  
17 Delafosse's request, including, but not limited to: special room rates, market segmentation reports,  
18 STAR Reports, marketing plans, SWOT analyses, budget documents, hotel policies and  
19 procedures, operations manuals, guest lists, and guest preferences. (*Id.* Exs. K-N.)

20           The Waldorf Hotel's current General Manager admitted at deposition that this was  
21 valuable information that hotels guard closely, precisely because it helps them to succeed in  
22 competitive markets. (Frid Decl. Ex. F at 184:7-186:10.) In fact, she affirmed that she "would not  
23 tolerate" an employee sharing such information with a competitor. (*Id.* at 59:21-60:18.)

24           New evidence has also shown that Tasco also began preparing for his departure by  
25 compiling Peninsula information to take with him to the Waldorf Hotel. He emailed scores of  
26 confidential documents to his personal email account, including budget documents, marketing  
27 plans, forecasts, and more. (*Id.* Exs. L-N.)

28           The Court-ordered forensic examination also showed that Tasco began using his personal



1 devices, including his iPhone, to take photos of computer screens displaying confidential  
2 Peninsula information. (12/6/19 Frid Decl. ¶¶ 12-13 & Ex. G.) The photos included a spreadsheet  
3 detailing revenues, including revenues from the Middle East, bills showing the rates charged to  
4 Middle Eastern royal families, and an itinerary from a Peninsula Middle East sales trip (*Id.*)

5 **D. Hotel Executives Work Closely On The Scheme**

6 New evidence also confirms that the Hilton Defendants' misconduct was not confined to  
7 its local representatives, and did not end at Delafosse. Instead, Waldorf's current General  
8 Manager Vanessa Williams's deposition testimony admitted that the Hilton corporate team based  
9 in McClean, Virginia worked "very closely" with the local team in preparing to open the hotel,  
10 and operated "hand in hand" throughout. (*Id.* Ex. F at 119:11-121:13.)

11 Ms. Williams testified that before he joined the Waldorf, she (as the then-Director of Sales  
12 & Marketing) met repeatedly with Tasco, even though the position for which he was supposedly  
13 being considered had nothing to do with sales or marketing. (*Id.* at 135:19-136:9, 232:6-233:12,  
14 237:20-240:1, 254:12-255:1, 267:2-270:1.) She further admitted that Hilton intended for Tasco to  
15 take on substantial sales responsibilities. (*Id.* at 82:9-15, 118:17-20, 272:6-13.)

16 In fact, the Hilton Defendants secretly designated Tasco as their "Middle East Specialist"  
17 in their sales and marketing plan. (*Id.* Ex. G at p. 103.) They knew that that the Middle East  
18 market is a tremendously desirable and important one for Beverly Hills hotels—Ms. Williams  
19 testified that Middle Eastern guests make up a significant portion of any Beverly Hills luxury  
20 hotel's revenue, because they "stay in all of your top suites, so they drive a significant average  
21 rate. They stay for extended periods of time, so it's really great business for all of us in Beverly  
22 Hills . . . ." (*Id.* at 68:17-69:23.) But they didn't have anyone on staff with the contacts,  
23 information, or language skills necessary to attract this lucrative business. (*Id.* at 70:14-72:17.)  
24 So rather than expend the time and effort necessary to build up their own Middle Eastern clientele,  
25 they wanted Tasco to steal Peninsula's for them—Ms. Williams testified that his "relationships,"  
26 "understanding the market," and "carving out new business" were the reasons they targeted Tasco  
27 to join the Waldorf Hotel. (*Id.* at 75:12-76:10.)

28 But the Hilton Defendants wanted Tasco for more than just his Middle East knowledge.

1 And he was happy to deliver them much more—the Peninsula playbook. For instance, Tasco was  
2 interviewed by Oasis West President Ted Kahan prior to his hiring. (*Id.* Ex. D at 38:2-40:20; *id.*  
3 Ex. E at 198:15-199:2.) Ms. Williams testified that it was very unusual for Kahan to interview  
4 someone so low-level. (*Id.* Ex. F at 259:9-260:5.) It was therefore not a coincidence that Tasco  
5 began to immediately email proprietary Peninsula information to his email address (*see supra*  
6 Section II. C.) over the next two days. (*Id.* Ex. E at 205:19-209:25; *Id.* Exs. Exs. L-N.)

7 Ms. Williams testified that after his hiring, Tasco attended high-level pre-opening regular  
8 Saturday meetings with Hilton executives and ownership that included Defendant Alagem and  
9 Kahan. (*Id.* Ex. F at 290:20-291:18; *id.* Ex. D at 83:2-84:23.) It was extremely unusual for a  
10 position as low-ranking as Tasco’s to attend such meetings. (*Id.* Ex. D at 84:20-23.) Tasco was  
11 invited because he had something the Hilton Defendants needed—the Peninsula playbook and  
12 trade secrets. The Hilton Defendants admitted that issues related to operations, sales and  
13 marketing were discussed at those meetings. (*Id.* at 86:10-87:3.)

14 The deposition of Beny Alagem indicated his own complicity in the plot. In the  
15 deposition, Alagem testified that he knew nothing about Delafosse’s conduct: that Delafosse  
16 communicated and met with Tasco while Tasco was still at Peninsula; that he solicited and  
17 received Peninsula’s confidential information from Tasco; that he was prodding Tasco for  
18 confidential information about Peninsula’s operations. (Frid Decl. Ex. C at 48:16-25, 111:12-  
19 112:23, 114:22-115:4.) Alagem similarly testified that he knew nothing about the fact that Tasco  
20 took over 45,000 Peninsula confidential documents to his new employer; that he gave operational  
21 documents to the Waldorf Hotel; that he used Peninsula’s confidential and proprietary information  
22 to target Middle Eastern clients; and so on. (*Id.* at 180:8-23, 181:22-182:5, 184:21-185:13.) He  
23 denied ever meeting Tasco at all, except for once in passing. (*Id.* at 52:17-53:15, 106:8-10.)

24 This was an all obvious lie—Tasco and Alagem attended the same weekly pre-opening  
25 meetings for months. (*Id.* Ex. D at 83:2-84:23.) And Tasco officed with Alagem pre-opening.

26 **E. The Hilton Defendants Used Peninsula Information Obtained From Tasco For**  
27 **Their Benefit**

28 Vanessa Williams confirmed that, as the Waldorf Hotel’s “Middle East Specialist,” Tasco



1 continues to take sales trips to the Middle East to solicit guests to stay at the Waldorf Hotel. (*Id.*  
2 Ex. F at 287:1-23.) On his first trip, in February 2017, Tasco used Peninsula's confidential,  
3 proprietary information to target Peninsula's Middle Eastern clients, reporting directly to  
4 Delafosse and Hilton executives on his progress. (*Id.* Ex. E at 259:2-259:22; 6/8/18 Declaration of  
5 Jason Tokoro Ex. 5.) Before working at Peninsula, Tasco had no relationship with any of these  
6 contacts. The Hilton Defendants confirmed in discovery responses that every single one of them  
7 was a Peninsula client. (*Id.* Ex. T at No. 20.) Hilton expects that Tasco will travel to the Middle  
8 East again at least twice in 2020 and for the foreseeable future. (*Id.* Ex. F at 287:19-23.) And  
9 Tasco even bragged to Waldorf about having access to Peninsula's database.

10 Documents produced from Tasco's electronic devices also confirmed that Tasco continued  
11 obtaining confidential Peninsula information while working at the Waldorf Hotel. For example,  
12 he contacted Peninsula employee Jessica O'Brien to request Peninsula's entire 150-page  
13 operations manual, which includes confidential guest policies and procedures, guidelines, billing  
14 practices, use of foreign currency, hotel arrival standards, reservation standards criteria, rate search  
15 tables, and more. (*Id.* Ex. E at 276:22-277:8, 279:3-281:7, 288:7-23; *id.* Ex. R.) Ms. O'Brien  
16 complied. (*Id.*) Later, at his request she sent him lists of employees that currently worked at  
17 Peninsula, along with their schedules and hours. (Frid Decl. Ex. E at 282:10-287:13; *id.* Exs. O-  
18 Q.) Tasco then helped her get a job at the Waldorf Hotel. (*Id.* Ex. E at 277:25-278:9.)

19 Peninsula's stolen information was extremely valuable to the Hilton Defendants, enabling  
20 them to bring the Waldorf Hotel to profitability on an unusually fast timeline. (*Id.* Ex. F at 47:6-  
21 48:24.) Ms. Williams testified that the Waldorf Hotel reached stabilization within just a year of its  
22 opening, a phenomenally quick ramp-up. (*Id.*) To do so, the Waldorf Hotel had to "mak[e] sure  
23 you've hired your sales team to go get out there and get in front of clients early so that by the time  
24 you open the doors, you already have customers and that are starting to book the hotel." (*Id.* at  
25 49:6-13.) Access to high-end clientele also gets a hotel to stabilization faster. (*Id.* at 51:1-6.)

26 Ms. Williams further testified that "[h]aving protocols and procedures" in place is a key  
27 factor in getting to stabilization faster. (*Id.* at 50:5-8.) The Defendants got that through Tasco  
28 too—he obtained a copy of Peninsula's operations manual, which the Hilton Defendants used to



1 create the policies and procedures for the Waldorf Hotel. (*Id.* Ex. E at 288:7-289:6; *Id.* Ex. R.)

2 **F. Hilton’s Sham “Clean Entry/Clean Exit Policy”**

3 New discovery has also shed light on Hilton’s so-called “Clean Entry and Clean Exit”  
4 policy. After its Starwood fiasco, Hilton implemented the policy to prohibit Hilton employees  
5 from bringing any third party confidential information to Hilton hotels, sharing it, or using it at  
6 Hilton. (*Id.* Ex. F at 197:4-198:6.) Ostensibly, this policy also ensures that the Hilton Defendants  
7 will not hire competitors’ employees to get trade secrets and/or confidential information. (*Id.* at  
8 210:17-25.) But recent discovery confirms that the Hilton Defendants do not enforce this policy—  
9 indeed, Oasis West President Ted Kahan called it “silly.” (*Id.* Ex. D at 186:8-187:15.)

10 Waldorf’s General Manager Vanessa Williams admitted in deposition that Tasco violated  
11 the policy by giving Peninsula information to Delafosse and bringing even more Peninsula  
12 information with him when he came to work for the Waldorf Hotel. (*Id.* Ex. F at 218:6-23.) They  
13 also concede that Tasco has not been punished in any way for his violation. (*Id.* at 219:17-  
14 220:13.) In fact, though the policy calls for “immediate termination” in the case of a breach,  
15 Tasco (as well as Jessica O’Brien) continues to work at the hotel. (*Id.* at 226:2-12, 277:3-12.)  
16 Tasco has even been promoted—twice! (*Id.* at 226:2-12.) The policy is window dressing.

17 **G. The Proposed Fourth Amended Complaint**

18 As the Court will see in the redline version of the FAC, attached as Exhibit B to the Frid  
19 Declaration, the proposed FAC makes a number of substantial changes to the operative TAC, most  
20 of which are detailed above. Some of the more notable changes are as follows:

- 21 • The FAC adds causes of action for Inducing Breach of Contract, Aiding and  
22 Abetting Breach of Contract, Fraud, and Aiding and Abetting Fraud.
- 23 • FAC paragraphs 110-124 add allegations regarding the Hilton Defendants’ strategy  
24 of engaging Tasco in a *quid pro quo* to gain access to Peninsula’s confidential,  
25 proprietary information.
- 26 • FAC paragraphs 4-31 add allegations regarding the Hilton Defendants’ use of  
27 misappropriated Peninsula information to “jump start” the launch of the Waldorf  
28 Hotel.
- FAC paragraphs 130-134 add allegations regarding Tasco’s false representations to  
Peninsula that he had returned its property and would abide by the Confidentiality

1 Agreement.

2 **III. LEGAL STANDARD**

3 California law squarely provides that a court may, in its discretion and in the furtherance of  
4 justice, allow a party to amend any pleading on any terms as may be proper. Cal. Civ. Proc. Code  
5 §§ 473(a), 576. It is well established that California courts “have a policy of great liberality in  
6 allowing amendments at any stage of the proceeding so as to dispose of cases on their substantial  
7 merits where the authorization does not prejudice the substantial rights of others.” *Bd. of Trs. v.*  
8 *Super. Ct.*, 149 Cal. App. 4th 1154, 1163 (2007) (citations omitted). California courts liberally  
9 grant motions for leave to amend because “judicial policy favors resolution of all disputed matters  
10 in the same lawsuit.” *Kitteredge Sports Co. v. Super. Ct.*, 213 Cal. App. 3d 1045, 1047 (1989).

11 California law permits amendments to be made at any time, up to and including at trial.  
12 Cal. Civ. Proc. Code §§ 473(a), 576. A complaint may be amended to add new causes of action  
13 based on the same general set of facts. *Kittredge*, 213 Cal. App. at 1048-49.

14 A court commits an abuse of discretion by denying a motion to amend unless the opposing  
15 party can show some meaningful prejudice, such as the running of the statute of limitations, the  
16 loss of critical evidence, or added preparation costs. *Atkinson*, 109 Cal. App. 4th at 761; *Solit v.*  
17 *Tokai Bank Ltd. N.Y. Branch*, 68 Cal. App. 4th 1435, 1448 (1999). Indeed, “it is a rare case in  
18 which a ‘court will be justified in refusing a party leave to amend his pleadings so that he may  
19 properly present his case.’” *Morgan v. Superior Ct.*, 172 Cal. App. 2d 527, 530 (1959) (citations  
20 omitted); *see also Mesler v. Bragg Management Co.*, 39 Cal. 3d 290, 296-97 (1985) (in the  
21 absence of any unfair surprise to defendant, trial court abused its discretion by denying leave to  
22 amend even though the amendment would cause the original trial date to be postponed).

23 **IV. LEAVE TO AMEND SHOULD BE GRANTED**

24 **A. Leave to Amend Should Be Granted To Promote Judicial Efficiency And**  
25 **Avoid Inconsistent Rulings**

26 Leave to amend should be granted where the amendment would promote judicial  
27 efficiency and avoid inconsistent rulings. *See Buckeye Boiler Co. v. Superior Court of Los*  
28 *Angeles County*, 71 Cal. 2d 893, 900 (1969) (“Both the plaintiff and the state may have an interest



1 in avoiding multiple and possibly conflicting adjudications”).

2 Peninsula seeks to bring claims against the Hilton Defendants that account for the full  
3 extent of their involvement in Tasco’s misconduct. Peninsula also seeks to amend its pleading to  
4 include the new evidence obtained through discovery that supports its claims against all parties.

5 The proposed FAC alleges, as does the operative TAC, that when Tasco left Peninsula’s  
6 employment, he took Peninsula’s confidential and proprietary information in violation of his  
7 employment contract and fiduciary duties. This included Peninsula’s trade secrets, such as lists of  
8 Peninsula’s Middle Eastern clients, financial information, marketing materials, negotiated rates for  
9 guests, and business proposals to potential or existing clients. Tasco provided this information to  
10 the Waldorf Hotel, his new employer and Peninsula’s direct competitor. At the Hilton  
11 Defendants’ behest, Tasco used this information to solicit Peninsula’s guests.

12 Where the FAC differs from the TAC is the scope of the coordination between Tasco and  
13 the Hilton Defendants, the extent of their misconduct, and the purposes of their plot. As described  
14 above, the new discovery establishes that Defendants did not merely conspire to steal trade secrets  
15 and solicit Peninsula’s Middle Eastern guests—Defendants engaged in a broad, wide scale  
16 misappropriation of Peninsula’s proprietary and confidential information in order to mimic every  
17 aspect of Peninsula’s operations and emulate their success. The Hilton Defendants didn’t know  
18 how to build their own successful luxury hotel in Beverly Hills from the ground up, so they used  
19 Tasco to steal all the information necessary to copy Peninsula’s blueprint for success. That  
20 scheme succeeded, and the Hilton Defendants were able to open their hotel in a competitive  
21 market, in the shortest amount of time possible. They couldn’t have done it on their own, so they  
22 used Peninsula’s experience, expertise, and resources to piggyback their way to profit.

23 For example, the FAC makes the following new allegations:

- 24 • Tasco sent confidential information to the Hilton Defendants while still working at  
25 Peninsula;
- 26 • At the request of the Hilton Defendants, Tasco intentionally downloaded confidential  
27 information from Peninsula’s confidential server/computer system and emailed it to  
28 himself so that he could use it for his new job;
- Tasco intentionally misled Peninsula by confirming in writing that he returned all



1 confidential information when he resigned to cover up for the Hilton Defendants;

- 2 • Tasco took pictures of Peninsula's confidential information on his personal iPhone and  
3 accessed it when he was at the Waldorf Hotel for the benefit of the Hilton Defendants;
- 4 • At the request of the Hilton Defendants, Tasco—while working at the Waldorf Hotel—  
5 caused a Peninsula employee, Jessica O'Brien, to email him Peninsula's entire  
6 operations manual and confidential employee files;
- 7 • The Hilton Defendants solicited and hired numerous Peninsula employees, including  
8 Ms. O'Brien, in furtherance of their scheme to replicate the Peninsula hotel blueprint at  
9 the Waldorf Hotel;
- 10 • Hilton confirmed that Delafosse's scheme to solicit confidential information and  
11 details of Peninsula's operations through Tasco was a violation of industry standards  
12 and Hilton's own policies;
- 13 • Tasco regularly met and worked with the Waldorf Hotel's Sales & Marketing Director,  
14 despite interviewing for a job with no sales responsibilities;
- 15 • Tasco was interviewed by the President of Oasis West, despite interviewing for a low-  
16 level job that the President would normally not have contact with;
- 17 • Tasco regularly attended meetings with high-ranking executives from the Hilton  
18 Defendants, despite holding a low-ranking position at the Waldorf Hotel that did not  
19 merit being involved at such a high level;
- 20 • The Hilton corporate team (based in McClean, Virginia) worked "very closely" with  
21 their local representatives in preparing to open the hotel, operating "hand in hand" to  
22 carry out their scheme;
- 23 • The Hilton Defendants lied about their knowledge of, and involvement in, Tasco's  
24 misappropriation;
- 25 • Hilton's "Clean Exit and Clean Entry" is a sham window dressing and is not enforced  
26 by the company, and is in place only to provide Hilton with plausible deniability; and
- 27 • The Hilton Defendants used Peninsula's proprietary and confidential information as a  
28 blueprint to open their own competing hotel in Beverly Hills and jump start their  
business to early success.

Despite the new allegations, the FAC still arises out of the same basic facts as those in the TAC, i.e., Waldorf's recruitment of Tasco and his misappropriation of Peninsula trade secrets. It would be highly inefficient to require Peninsula to file a separate lawsuit asserting claims against the Hilton Defendants arising out of the same conduct. Pursuing two separate lawsuits based on the same set of facts would waste judicial resources and work against the furtherance of justice.

1 Plaintiff should, therefore, be permitted to amend its complaint to add the new allegations and  
2 causes of action contained in the FAC.

3 **B. Defendants Will Not Be Prejudiced by the Proposed Amendment**

4 The Court should grant Peninsula leave to amend because Defendants will not be able to  
5 show prejudice as a result of the amendment. *See Atkinson*, 109 Cal. App. 4th at 761.

6 First, as discussed above, the FAC relies on the same underlying facts set forth in the  
7 operative TAC. Thus, the FAC will not significantly expand the scope of discovery, if at all.  
8 Discovery will call upon and uncover the same witnesses, documents, and facts.

9 Second, Defendants cannot claim unfair surprise. They are already well aware of the  
10 conduct alleged in the FAC, as evidenced by their efforts to cover it up. As the FAC alleges, the  
11 Hilton Defendants own, operate, and/or franchise the Waldorf Hotel. (FAC ¶¶ 72-73.) As the  
12 new discovery illustrates, the Hilton Defendants actively recruited Tasco to join the Waldorf  
13 Hotel, with Delafosse as the primary agent of this recruitment effort. (*See supra* Sections II. C-F.)  
14 Over the course of that fourteen-month recruitment, the Hilton Defendants solicited, and Tasco  
15 provided, confidential information belonging to Peninsula. (*Id.*) Indeed, access to this  
16 confidential information was the Hilton Defendants' objective in recruiting Tasco. (FAC ¶¶ 4-31.)

17 Third, granting leave to amend will not result in any prejudicial delay to the proceedings.  
18 Absent a showing of prejudice, delay alone cannot constitute grounds for denial of a motion to  
19 amend. *See Kittredge*, 213 Cal. App. 3d at 1048. Defendants cannot show any such prejudice.  
20 Indeed, the pleadings are not even set yet—Defendants Hilton and Waldorf LLC recently filed a  
21 Second Amended Cross-Complaint against Peninsula, to which Peninsula has demurred. Trial is  
22 not set to begin for another ten months, so the proposed amendment will not affect the trial date.  
23 The discovery cut-off is not until October. Many depositions remain to be taken. Defendants  
24 have not even *started* to take depositions. There is no prejudice here.

25 **V. CONCLUSION**

26 For the foregoing reasons, Peninsula respectfully requests that the Court grant Peninsula  
27 leave to file its proposed Fourth Amended Complaint.  
28

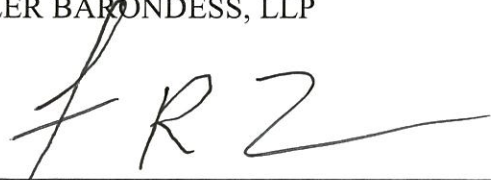


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DATED: February 25, 2020

MILLER BARONDESS, LLP

By:



LOUIS R. MILLER  
Attorneys for Plaintiff and Cross-Defendant  
THE BELVEDERE HOTEL PARTNERSHIP

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**INDEX OF EXHIBITS**

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# **EXHIBIT A**

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THE BELVEDERE HOTEL PARTNERSHIP

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES, WEST DISTRICT**

THE BELVEDERE HOTEL PARTNERSHIP,  
a California partnership,

Plaintiff,

v.

HOUSSEM TASCO, an individual;  
BINYAMIN "BENY" ALAGEM, an  
individual; OASIS WEST REALTY, LLC, a  
Delaware Limited Liability Company;  
HILTON DOMESTIC OPERATING  
COMPANY, INC., a Delaware Corporation;  
WALDORF=ASTORIA MANAGEMENT  
LLC, a Delaware Limited Liability Company;  
and DOES 1 through 100, inclusive,

Defendants.

AND RELATED CROSS-ACTIONS

**CASE NO. SC127379**

Assigned for All Purposes to:  
Hon. Mark A. Young, Dept. M

**THE BELVEDERE HOTEL  
PARTNERSHIP'S [PROPOSED] FOURTH  
AMENDED COMPLAINT FOR:**

- 1) BREACH OF CONTRACT;**
- 2) BREACH OF FIDUCIARY DUTY;**
- 3) MISAPPROPRIATION OF TRADE SECRETS UNDER CUTSA;**
- 4) VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTIONS 17200 ET SEQ.;**
- 5) INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC RELATIONS;**
- 6) INDUCING BREACH OF CONTRACT;**
- 7) AIDING AND ABETTING BREACH OF FIDUCIARY DUTY;**
- 8) FRAUD; AND**
- 9) AIDING AND ABETTING FRAUD**

**[DEMAND FOR JURY TRIAL]**

Action Filed: April 13, 2017  
FSC: October 26, 2020  
Trial Date: November 2, 2020



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1 Plaintiff The Belvedere Hotel Partnership d/b/a The Peninsula Beverly Hills (“Peninsula”)  
2 alleges the following causes of action against Defendants Housseem Tasco (“Tasco”), Beny  
3 Alagem (“Alagem”), Oasis West Realty, LLC (“Oasis West”), Hilton Domestic Operating  
4 Company, Inc. (“Hilton”), Waldorf=Astoria Management LLC (“Waldorf LLC”), and DOES 1-  
5 100 (collectively, “Defendants”; Defendants Alagem, Oasis West, Hilton, and Waldorf LLC are  
6 referred to collectively as the “Hilton Defendants”):

### 7 **NATURE OF THE ACTION**

8 1. When this lawsuit was filed, Peninsula believed that Defendant Tasco acted on his  
9 own in misappropriating Peninsula’s confidential, proprietary information. Indeed, the other  
10 defendants did everything they could to create that impression. Hilton and Waldorf LLC said they  
11 had nothing to do with Tasco’s misconduct, and they had no idea what had happened. This was  
12 not true. Based on evidence recently obtained in discovery, the nature and focus of this case has  
13 changed, requiring the filing of this amended complaint. The evidence shows that in addition to  
14 Defendant Tasco, the companies operating the Waldorf-Astoria Beverly Hills Hotel (the “Waldorf  
15 Hotel”)—namely Hilton, Waldorf LLC, and others—were integrally and deeply involved in the  
16 pervasive and systematic wrongdoing set forth in this Fourth Amended Complaint. Accordingly,  
17 to conform the complaint to the evidence, add new claims, and give the Court and parties fair  
18 notice of what to expect at trial, this amended complaint is being filed.

#### 19 **A. The Peninsula - Beverly Hills’ Gold Standard**

20 2. Peninsula is a preeminent, five-star, five-diamond luxury hotel located in the  
21 prestigious Beverly Hills golden triangle. Since opening its doors in 1991, it has been generally  
22 regarded by the hotel industry as setting the gold standard for luxury hotels worldwide.

23 3. Peninsula has received numerous awards and accolades over the years for its luxury  
24 accommodations, service, and superlative guest experience. It has repeatedly been named the Best  
25 Hotel in the United States by Global Traveler Magazine. It has received the Virtuoso Award for  
26 Most Innovative Guest Experience. It has been named the No. 1 U.S. Hotel for Business  
27 Travelers by Condé Nast Traveler. And it is the No. 1 Hotel in Los Angeles according to readers  
28 of Travel + Leisure Magazine.



1 **B. Hilton's "Jump Start" Scheme**

2 4. This case is about an orchestrated scheme by the Hilton Defendants to raid and  
3 steal Peninsula's trade secrets to "jump start" the operations of their new hotel, the Waldorf Hotel.

4 5. The Hilton Defendants used Peninsula's employee—while he was still working at  
5 Peninsula—to illegally and improperly obtain Peninsula's confidential and proprietary  
6 information. In violation of his employment agreement with Peninsula, and Hilton's own policies,  
7 Defendant Tasco provided the Hilton Defendants with a treasure trove of highly confidential,  
8 financial, customer, operational, and other proprietary documents, files and data. The Hilton  
9 Defendants then utilized that information as a blueprint to open and operate their new flagship  
10 hotel, build a luxury brand, steal away Peninsula's guests, and undercut Peninsula.

11 6. By doing so, they were able to significantly shorten the time that it took to get the  
12 Waldorf Hotel to profitability at Peninsula's expense, and cut into Peninsula's business. This is a  
13 blatant and outrageous case of corporate espionage, theft of trade secrets, and unfair competition  
14 where the Hilton Defendants got caught red-handed—once again.

15 7. If the Hilton Defendants were confident about their ability to successfully open the  
16 Waldorf Hotel, there would have been no need to steal Peninsula's information. They stole  
17 Peninsula's information because they knew that they lacked the experience, client database,  
18 personnel, and know-how to offer the kind of world-class service that is required of a Beverly  
19 Hills luxury hotel.

20 8. Peninsula and the Waldorf Hotel—owned by Oasis West and managed by Waldorf  
21 LLC, a division of Hilton Hotels Worldwide, Inc.—are direct competitors in the luxury hotel  
22 market in the West Los Angeles/Beverly Hills area. The hotels are located on opposite sides of  
23 Santa Monica Boulevard approximately a hundred yards from one another in Beverly Hills,  
24 California.

25 9. The Waldorf Hotel started construction in 2015, and was completed in 2017. The  
26 "Waldorf" brand is Hilton's foray into the high-end, luxury hotel market. Hilton launched the  
27 "Waldorf" brand in 2006. It was named after the Waldorf-Astoria Hotel in New York City. In  
28 2015, it was still a new and untested brand. At that point, Hilton had opened several Waldorf

1 hotels but, for the most part, these hotels were older hotels that were renovated and subsequently  
2 rebranded with the Waldorf flag.

3 10. The Waldorf Hotel in Beverly Hills was different. It was a ground-up construction  
4 of a brand new hotel in one of the most prestigious luxury markets in the U.S. Prior to the  
5 Waldorf Hotel, Waldorf LLC and Hilton had never opened a ground-up, luxury hotel in an  
6 upscale, urban location like Beverly Hills. The Hilton Defendants intended it to be the flagship  
7 new-build Waldorf property. Indeed, it is now featured in Hilton's television commercials and  
8 other promotional materials as the brand's top destination. Hilton sends prospective developers  
9 and owners and hotel investors to the Waldorf Hotel to showcase the property and to persuade  
10 them to enter into lucrative management contracts with Hilton.

11 11. To that end, the Hilton Defendants had to find ways to make the Waldorf Hotel the  
12 brand's flagship hotel. They knew that the Beverly Hills market was one of the most challenging  
13 markets in which to compete. They did not want to leave anything to chance; and wanted to  
14 minimize or eliminate the mistakes and pitfalls that come with opening a new hotel. To achieve  
15 this, they decided to target its main soon-to-be competitor across the street: The Peninsula.

16 12. The Hilton Defendants admit that they knew that Peninsula would be "a primary  
17 competitor" in Beverly Hills. They considered Peninsula to be "a top hotel in the city," and they  
18 appreciated the quality of service and luxury amenities that Peninsula offered.

19 13. Accordingly, instead of expending millions of dollars and many years to do it on  
20 their own, the Hilton Defendants decided to pursue an easier path to achieve success, by exploiting  
21 the confidential and proprietary information that Peninsula has developed over decades. The  
22 Hilton Defendants needed a blueprint to market, open and operate a true five-star/five-diamond  
23 luxury property, and they took it from Peninsula.

24 14. The Hilton Defendants initially reached out to Offer Nissenbaum, Peninsula's  
25 Managing Director, to recruit him. But he turned them down. So the Hilton Defendants went to  
26 Plan B. In September 2015, acting at the direction of the Hilton Defendants, the Waldorf Hotel's  
27 Managing Director Luc Delafosse approached Defendant Tasco. Tasco was trained by  
28 Peninsula's management. Tasco knew where to find Peninsula's confidential information,

1 financials, operations, procedures, guests and clients; and boasted about his access to Peninsula's  
2 closely-guarded trade secrets.

3 15. In addition, the Hilton Defendants wanted Tasco for his contacts and access to  
4 Peninsula's Middle Eastern clientele. They knew that the Middle East market is a tremendously  
5 lucrative, desirable and important one for Beverly Hills hotels—their current General Manager  
6 Vanessa Williams testified that Middle Eastern guests make up a significant portion of any  
7 Beverly Hills luxury hotel's revenue, especially in the summer months. In Beverly Hills, high-end  
8 Middle Eastern guests tend to reserve the most expensive suites, occupy multiple rooms, and stay  
9 for weeks at a time.

10 16. The Hilton Defendants also admitted that they could not use their existing customer  
11 database from the adjoining Beverly Hilton Hotel or from Hilton corporate because the Waldorf  
12 Hotel requires a much more high-end clientele than Hilton's existing clientele. They had to  
13 independently find and bring in new business and clients to the Waldorf Hotel

14 17. The Hilton Defendants wanted someone with the necessary information to lure that  
15 clientele to their new hotel. Indeed, without Tasco, they didn't have anyone on staff with the  
16 contacts, information, language skills, or insider knowledge necessary to attract this high-end  
17 business. So rather than expend the time, investment and effort necessary to build up their own  
18 Middle Eastern clientele, they wanted Tasco to steal Peninsula's for them. They sought him out to  
19 make him their "Middle East Specialist," who would deliver and put to use all the information  
20 Peninsula has spent decades developing to make their own inroads into the Middle East market.  
21 Indeed, they referred to Tasco as the "Middle East Specialist" in their own sales and marketing  
22 plan.

23 18. But the Hilton Defendants wanted Tasco for more than his Middle East contacts.  
24 They wanted to get the Peninsula playbook so they can use it to run their new hotel. As discussed  
25 herein, Tasco gave the Hilton Defendants what they wanted—a treasure trove of financials, sales,  
26 marketing, operational, guest-related and other confidential and proprietary documents.

27 19. Through the Waldorf Hotel's Managing Director Delafosse, the Hilton Defendants  
28 promised Tasco a new position at the Waldorf Hotel with a substantially higher salary and more



1 responsibility. For fourteen months—from September 2015 until November 2016, *while Tasco*  
2 *was still employed at Peninsula*—Delafosse regularly met, spoke and corresponded with Tasco.  
3 Delafosse dangled the carrot of a new job to entice Tasco to funnel massive amounts of  
4 proprietary, confidential Peninsula information to the Hilton Defendants to use in opening and  
5 operating their hotel.

6 20. At a recent deposition, the current General Manager of the Waldorf Hotel, Vanessa  
7 Williams—a thirty-year veteran in the hotel industry—confirmed that it is inappropriate, a  
8 violation of Hilton’s own written policies and would be contrary to hotel industry standards to do  
9 what Delafosse did. She testified that she “would never do that.”

10 21. Tasco never told anyone at Peninsula about his plans. As he knew, Peninsula  
11 employs sophisticated security programs and firewalls to protect their proprietary and confidential  
12 information. Such information is limited to employees on a “need-to-know” basis, and is  
13 password-protected. Had Tasco informed anyone at Peninsula that he planned to transmit  
14 information to the Waldorf Hotel, he would have been terminated immediately and lost his access  
15 to Peninsula’s database.

16 22. Instead, Tasco cooperated with his soon-to-be-employers’ directives and scheme by  
17 keeping quiet, spending months searching, copying, and taking Peninsula’s confidential,  
18 proprietary information, and transmitting it to Delafosse. Everything was done in secret. Tasco  
19 used his own personal email address to communicate with Delafosse. Their clandestine meetings  
20 were held outside of the Peninsula.

21 23. Discovery produced by Defendants shows that in those fourteen months, the Hilton  
22 Defendants, through Delafosse, repeatedly requested that Tasco provide confidential, proprietary  
23 Peninsula information to Delafosse in exchange for securing a position Tasco sought at the  
24 Waldorf Hotel. These materials include, among other things: (i) market segmentation reports  
25 disclosing names of clients and groups that stayed at Peninsula; (ii) vendor/supplier information;  
26 (iii) Middle East royal family contacts; (iv) names of guests, embassies, consulates, travel  
27 agencies, assistants, handlers for prominent families, and other contacts who either stay at  
28 Peninsula or refer guests to the hotel; (v) confidential marketing plans, budget documents, budget

1 templates, forecasts, actual performance data and STAR report data;<sup>1</sup> (vi) confidential hotel  
2 information about its facilities and services; and (vii) non-public, special room rates and rate  
3 projections including pricing strategies. Tasco obliged and secretly funneled this information to  
4 the Hilton Defendants.

5 24. Again, Ms. Williams, the Waldorf Hotel's current General Manager, confirmed that  
6 the materials Delafosse requested and Tasco sent directly to the Hilton Defendants are considered  
7 confidential and kept secret by hotels, and that hotels do not share these materials with their  
8 competitors. She also confirmed that it would be a violation of Hilton's written policies for Hilton  
9 to get access to such proprietary information.

10 25. As a condition of his employment with Peninsula, Tasco had signed an  
11 employment agreement which provided that Tasco understood he would be given access to certain  
12 of Peninsula's confidential, proprietary information; that he could not disclose that information to  
13 others; and that he must return that information when his employment ended and not use it  
14 afterwards. In addition, Tasco agreed that he would not solicit Peninsula clients in the year  
15 following his leaving the company, and would not solicit Peninsula employees to leave the hotel  
16 for other competitive employment. The Hilton Defendants were aware of Tasco's contractual  
17 obligations but induced Tasco to violate them to get the treasure trove of information they were  
18 seeking through Tasco.

19 26. When Tasco resigned from Peninsula in November 2016, upon exiting he  
20 reconfirmed in writing that he would abide by his confidentiality obligations. He was also  
21 required to return to Peninsula all confidential information in his possession. He confirmed, again  
22 in writing, that he did in fact do so. That was not true. Unbeknownst to Peninsula, Defendant  
23 Tasco took with himself his laptop computer and other electronic devices that contained—as  
24 Peninsula learned in discovery—over 45,000 Peninsula documents. They include proprietary and  
25

26 <sup>1</sup> STAR Reports are confidential and proprietary documents that contain a hotel's key performance  
27 metrics and compare them with the hotel's competitors. The reports are prepared by an  
28 independent research company that collects and tracks the aggregated average performance  
metrics for a given market.

1 confidential information pertaining to the hotel's clients worldwide, and include internal, non-  
2 public, proprietary information relating to the hotel's finances, sales and marketing initiatives,  
3 operations, business practices and pricing strategies.

4       27. This was no accident; it was part of the deliberate scheme between the Hilton  
5 Defendants and Tasco to loot Peninsula's closely guarded confidential information and resources  
6 to enable the Defendants to "jump start" their hotel at the expense of, and to the detriment and  
7 damage of, Peninsula.

8       28. For instance, on September 14, 2017, while still employed at Peninsula, Tasco met  
9 with Ted Kahan. Kahan is the President of Defendant Oasis West and was in cahoots with Hilton  
10 and Waldorf LLC to raid Peninsula's confidential information through Tasco. Over the next two  
11 days following Tasco's meeting with Kahan/Oasis West, Tasco emailed to himself numerous  
12 confidential Peninsula documents: 2017 budget working files; lead time analysis marketing plans  
13 for 2017; 2016 budgets; 2016 forecasts and actuals; 2015 STAR reports; and other confidential  
14 financial documents and excel spreadsheets. These documents were located on Peninsula's  
15 confidential, protected computer system/server. Tasco was not working on any projects at the  
16 time that would require him to utilize these documents. Previously, he never emailed himself such  
17 documents. Indeed, as he testified in his deposition, they were freely accessible to him on the  
18 company's computer system so there would be no need for him to email them to himself.

19       29. This was no coincidence. Tasco emailed these confidential documents to  
20 himself—just two months before he departed—so he would have them on his own personal  
21 computer and have access to them when he went to work for the Waldorf Hotel. He did this at the  
22 request of Kahan (the property owner's right-hand man) and Delafosse (Hilton's person in charge  
23 of the management of the property). The Hilton Defendants needed these Peninsula documents to  
24 conduct their own analysis and projections for the opening of the Waldorf Hotel. They requested  
25 these documents from their mole inside Peninsula, Tasco—and Tasco willingly obliged.

26       30. When Kahan met with Tasco, Tasco was under consideration for the position of  
27 Director of the Front Office of the Waldorf Hotel. That position does not involve or contemplate  
28 having any sales-related duties. Tasco was nevertheless targeted by the Hilton Defendants to be



1 their mole: an inside man that would bring Peninsula's confidential materials, Middle East  
2 contacts, and other valuable information. This was confirmed in recent depositions by executives  
3 of Hilton and Oasis West. For instance, Ms. Williams testified that Tasco's "relationships,"  
4 "understanding the market," and "carving out new business" was the goal in targeting him to join  
5 the Waldorf Hotel. Getting to Tasco was very important to the Hilton Defendants. In fact, it was  
6 confirmed in depositions that the Director of the Front Office is not a position that hotel ownership  
7 (i.e., Kahan) would ever interview personally.

8 31. After Tasco was hired, he attended regular high-level pre-opening Saturday  
9 meetings with Hilton executives and ownership (Oasis) that included Defendant Alagem and  
10 Kahan. No front office director would ever attend such meetings. Tasco was invited because he  
11 had something the Hilton Defendants needed—the Peninsula playbook and trade secrets. The  
12 Hilton Defendants admitted that issues relating to operations, sales and marketing were discussed  
13 at those meetings.

14 **C. This Is Hilton's Modus Operandi: Starwood**

15 32. This is not the first time Hilton used a competitor's employees to steal trade secrets  
16 in order to "jump start" its own brand. In 2008, Hilton wanted to develop its own hotel chain to  
17 compete with the popular W Hotel brand. To that end, Hilton recruited two executives from  
18 Starwood Hotels and Resorts Worldwide, Inc. ("Starwood"), which owned the W Hotel brand.  
19 The two executives brought large volumes of confidential Starwood information with them, which  
20 Hilton put to use to develop its own competing luxury brand, called "Denizen." The Denizen was  
21 so similar to the W that the press described it as "cut from the same cloth" as the W and having  
22 "brand DNA" like the W's.

23 33. The only thing that stopped it was a lawsuit. Starwood sued; and the parties  
24 ultimately entered into a settlement by which Hilton suspended development of Denizen, Hilton  
25 paid Starwood **\$75 million**, and the parties entered into a consent injunction. That injunction  
26 prohibited Hilton from using Starwood's information.

27 34. The Hilton Defendants did the same thing here. When the Hilton Defendants  
28 decided to break into the luxury hotel market in Beverly Hills, they decided to employ the same

1 dishonest, illegal strategy—recruit an employee from a direct competitor with access to  
2 confidential, proprietary information to come work for Hilton and bring the information with him.

3 35. As part of the Starwood injunction, Hilton was required to implement the “Clean  
4 Exit and Clean Entry” policy. Every new Hilton employee is required to comply with the policy.  
5 Its purpose was to convey the message that Hilton does not hire people to acquire trade secrets or  
6 confidential and proprietary information that belong to a former employer or business entity.  
7 Specifically, it provides that every employee is “expressly prohibited from bringing any  
8 confidential, proprietary or trade secret information from any third party onto Hilton’s premises,  
9 loading it onto Hilton’s system, sharing it with other Hilton team members . . . .” Hilton maintains  
10 that a violation of this policy “is grounds for immediate termination.”

11 36. The Hilton “Clean Exit and Clean Entry” policy is window-dressing; a complete  
12 sham; a farce. Hilton has long since relinquished any intent to adhere to the policy if it gets in the  
13 way of its profits.

14 37. This is evidenced by the fact that Tasco’s looting of Peninsula’s confidential  
15 materials continued after he left Peninsula and joined the Waldorf Hotel. On November 29, 2016,  
16 less than two weeks after Tasco began working for the Waldorf Hotel, he contacted Jessica  
17 O’Brien, who was working at Peninsula. Tasco requested that she email him Peninsula’s  
18 complete operations manual—confidential guest policies and procedures, guidelines, billing  
19 practices, use of foreign currency, hotel arrival standards, reservation standards criteria, rate search  
20 tables, and so on.

21 38. O’Brien obliged and emailed Tasco Peninsula’s operations manual, over 150 pages.  
22 This was highly confidential and sensitive work-product that Peninsula had diligently developed  
23 over 28 years through trial and error. The Hilton Defendants got it in one fell swoop. They went  
24 ahead and used it to develop their own policies and procedures which mirrored Peninsula’s. By  
25 doing so, they were able to shortcut the entire development process.

26 39. Tasco was at it again in January 2017 when he again asked O’Brien to email him  
27 lists of employees who currently worked at Peninsula with their schedules and hours. This  
28 information was highly confidential and proprietary. This was so that the Hilton Defendants knew

1 the names of the employees and their schedules so that they could solicit and recruit them to work  
2 for the Waldorf Hotel. Again, O'Brien agreed.

3 40. O'Brien was rewarded for her assistance and cooperation. When O'Brien was  
4 feeding Tasco and his new employer, the Waldorf Hotel, this confidential information, Tasco  
5 arranged for her to get an interview at the Waldorf Hotel for the position she was seeking.  
6 O'Brien got the job, and went to work for Hilton.

7 41. The Hilton Defendants knew that Tasco and others were using Peninsula materials  
8 at Hilton. The Waldorf Hotel's current General Manager *admitted* that the policy *required* that  
9 Tasco be "immediately terminated" for his violation of the "Clean Exit and Clean Entry" policy.  
10 But, of course, he was not. Far from it. Instead, he was promoted. *Twice*. The Hilton Defendants  
11 rewarded Tasco for stealing Peninsula trade secrets. This was the norm at the Waldorf Hotel.  
12 Hilton's "Clean Exit and Clean Entry" policy is a sham, and designed for plausible deniability—  
13 no one follows it, but Hilton can claim that they do.

14 **D. Trade Secret Theft**

15 42. In discovery, Peninsula uncovered more evidence of Tasco's theft: a forensic  
16 examination of his electronic devices revealed that he was taking pictures of Peninsula's trade  
17 secrets as they were displayed on a computer or cell phone screen. These were pictures of  
18 confidential documents showing Peninsula guests, custom room rates crafted for high-end  
19 customers, financial documents, and contact information for Middle Eastern travel agencies.

20 43. It is obvious that Tasco was taking pictures of these trade secrets to avoid detection  
21 and to share them with the Hilton Defendants. If he emailed or printed out these documents, there  
22 would be a record and evidence that he accessed these records. But if he took pictures on his  
23 phone, there would be no evidence—or so he thought. Tasco took these photos with him to the  
24 Waldorf Hotel and accessed them months after he left Peninsula and joined the Waldorf Hotel.  
25 This is evidence of Tasco's deception, and the attempted cover-up of his trade secret theft.

26 44. The Hilton Defendants used the confidential information that Tasco disclosed to  
27 jump start the operations, sales, marketing and rate strategy for the Waldorf Hotel. They  
28 transplanted the confidential operations and marketing methods that they learned from Peninsula



1 to help build the brand and open the Waldorf Hotel. They also used Peninsula's trade secrets to  
2 solicit and attempt to convert Peninsula guests to the Waldorf Hotel. They sent Tasco to the  
3 Middle East several times to meet with Peninsula guests and key contacts that he only knew as a  
4 result of his employment at Peninsula and from the confidential, proprietary information he stole.  
5 Tasco did not know or have any clients or contacts in the Middle East when he was first hired by  
6 Peninsula—he had been a housekeeping manager at other hotels.

7 45. In February 2017, already on the Waldorf Hotel's payroll, Tasco went to the  
8 Middle East where he used Peninsula's confidential, proprietary information to target its Middle  
9 Eastern clients, and did so with the knowledge and for the benefit of the Hilton Defendants.  
10 Specifically, on February 10, 2017—three months after leaving Peninsula—Tasco emailed  
11 Delafosse and other Waldorf LLC/Hilton executives a “weekly report” about a “sales” trip that he  
12 took to Riyadh, Saudi Arabia, and Doha, Qatar, on behalf of the Waldorf Hotel. Every single one  
13 of the VIP contacts that Tasco met with is found in the information that Tasco stole, and every  
14 single one is a longstanding and repeat client and contact of Peninsula.

15 46. In or around March 2017, representatives for Peninsula were on one of their sales  
16 trips to the Middle East to meet with clients and their representatives. During that trip, Peninsula  
17 learned for the first time that Defendants were using Peninsula's confidential and proprietary  
18 information to steal away Peninsula guests to the Waldorf Hotel.

19 47. Specifically, several of Peninsula's Middle Eastern clients mentioned that Tasco  
20 had contacted them on behalf of the Waldorf Hotel and had set up meetings in the Middle East just  
21 prior to Peninsula visiting. Tasco had no relationship or contact with any of the Peninsula clients  
22 prior to working at Peninsula. Nor did he have any detailed information about the clients'  
23 domestic or international representatives, other than through his positions at Peninsula.

24 48. Thereafter, Peninsula conducted an investigation and discovered that in the days  
25 prior to quitting, Tasco had searched and viewed numerous files on Peninsula's confidential,  
26 protected computer system that included confidential and proprietary information. Other than to  
27 take the files to the Waldorf Hotel, Tasco had no reason to search for or view these files—some of  
28 which he viewed the same day he gave notice of his resignation. The Hilton Defendants wanted

1 Tasco to view these files so that he could steal critical information, use it to set up the Waldorf  
2 Hotel's operations, sales and marketing and target Peninsula guests. The information Tasco  
3 searched for and viewed immediately prior to leaving his employment at Peninsula, as well as the  
4 information he downloaded onto his personal devices, is proprietary and confidential.

5 49. Tasco admitted to downloading tens of thousands of Peninsula documents to his  
6 personal electronic devices while employed at the hotel. In May 2018, as part of discovery, Tasco  
7 produced over 45,000 Peninsula documents. They include information pertaining to the hotel's  
8 clients worldwide, and include internal, non-public information concerning the hotel's finances,  
9 operations, business practices and hotel guests. It is a roadmap of how Peninsula conducts its  
10 business. Tasco did not have permission to take these documents; he did not return these  
11 documents to Peninsula when he resigned, as he was required to do by his employment agreement;  
12 and he remains in possession of the over 45,000 documents. As a result, the Hilton Defendants  
13 have in their possession the information necessary to take unfair advantage of Peninsula's hard-  
14 earned business, which Peninsula built over 28 years, and to lure away Peninsula's long-time  
15 guests. Indeed, discovery is ongoing—Tasco may have even more proprietary Peninsula  
16 documents in his possession.

17 50. The Hilton Defendants have admitted that the key to their success is "marketing"—  
18 "making sure that you've hired your sales team to get out there and get in front of clients early so  
19 that by the time you open the doors, you already have customers that are starting to book the  
20 hotel." Poaching Tasco in order to use his access to Peninsula's trade secrets allowed the Hilton  
21 Defendants to do exactly that—to solicit Peninsula guests and convince them to take their business  
22 to the Waldorf Hotel before it even opened.

23 **E. Discovery of New Evidence**

24 51. When this lawsuit was filed, Peninsula believed Tasco acted on his own in  
25 misappropriating its confidential, proprietary information, and that he had done so because he had  
26 promised the Hilton Defendants that he would bring Peninsula clients with him to the Waldorf  
27 Hotel. However, discovery in this case has shown that it was much more than this. This is a  
28 different case from the one originally filed—newly-found evidence, documents, forensic analysis

1 and depositions show that the Hilton Defendants' hands were all over this.

2 52. The evidence confirms that the Hilton Defendants targeted Peninsula and used its  
3 confidential and proprietary information to launch and operate the Waldorf Hotel. Tasco was a  
4 pawn in the Hilton Defendants' scheme to steal Peninsula's trade secrets. They used him to get  
5 access to Peninsula's operations and clients and used that information for their benefit. The Hilton  
6 Defendants had dozens of meetings, emails and phone calls with Tasco while he was still at  
7 Peninsula. The new evidence demonstrates that:

- 8 • Tasco sent confidential information to the Hilton Defendants while still working at  
9 Peninsula;
- 10 • At the request of the Hilton Defendants, Tasco intentionally downloaded confidential  
11 information from Peninsula's confidential server/computer system and emailed it to  
12 himself so that he could give it to Hilton;
- 13 • Tasco intentionally misled Peninsula by confirming in writing that he returned all  
14 confidential information when he resigned to cover up for the Hilton Defendants;
- 15 • Tasco took over 45,000 Peninsula confidential documents to his new employer and  
16 used them for the benefit of the Hilton Defendants;
- 17 • Tasco used Peninsula's confidential, proprietary information to target its lucrative  
18 Middle Eastern clients, and did so with the knowledge and for the benefit of the Hilton  
19 Defendants;
- 20 • Tasco took pictures of Peninsula's confidential information on his personal iPhone and  
21 accessed it when he was at the Waldorf Hotel for the benefit of and use by the Hilton  
22 Defendants;
- 23 • Tasco accessed Peninsula's confidential information that he stole from Peninsula while  
24 working at the Waldorf Hotel at the request and for the benefit of the Hilton  
25 Defendants;
- 26 • At the request of the Hilton Defendants, Tasco—while working at the Waldorf Hotel—  
27 caused a Peninsula employee, Jessica O'Brien, to email him Peninsula's entire  
28 operations manual that included confidential policies and procedures;
- Tasco subsequently caused O'Brien, who was still at Peninsula, to email him highly  
confidential employee files;
- The Hilton Defendants rewarded O'Brien, the Peninsula employee who stole  
confidential hotel documents, with a job;
- The Hilton Defendants utilized Peninsula's operations manual to create their own and  
used it to operate the Waldorf Hotel;



- The Hilton Defendants solicited and hired numerous Peninsula employees in furtherance of their scheme to replicate the Peninsula hotel blueprint for success at the Waldorf Hotel;
- Hilton confirmed that Delafosse's scheme to solicit confidential information and details of Peninsula's operations through Tasco was a violation of industry standards and Hilton's own policies;
- Tasco regularly met and worked with the Waldorf Hotel's Sales & Marketing Director, despite interviewing for a job with no sales responsibilities;
- Tasco was interviewed by the President of Oasis West, despite interviewing for a low-level position that the President would normally have no contact with;
- Tasco regularly attended meetings with high-ranking executives from the Hilton Defendants, despite holding a low-level position at the Waldorf Hotel that did not merit being involved at such a high level;
- The Hilton corporate team (based in McClean, Virginia) worked "very closely" with their local representatives in preparing to open the hotel, operating "hand in hand" to carry out their scheme; and
- Hilton's "Clean Exit and Clean Entry" policy is a sham, window dressing, and is not enforced by the company, but instead used for plausible deniability.

**F. Defendant – Beny Alagem**

53. When confronted with the overwhelming new evidence of misconduct in this case, Defendant Alagem's response was to deny, lie and not recall anything. He did this despite being the owner/CEO of Oasis West which owns the Waldorf Hotel.

54. In deposition, Alagem testified that he knew nothing about Delafosse's conduct: that Delafosse communicated and met with Tasco while Tasco was still at Peninsula; that he solicited and received Peninsula's confidential information from Tasco; and that he was prodding Tasco for confidential information about Peninsula's operations. Alagem testified that he knew nothing about the fact that Tasco took over 45,000 Peninsula confidential documents to his new employer; that Tasco gave operational documents to the Waldorf Hotel; that Tasco used Peninsula's confidential and proprietary information to target Middle Eastern clients; and so on.

55. Alagem denied all of this despite the fact that when the Waldorf Hotel was being built—and when Managing Director Delafosse was meeting and corresponding with Tasco—Delafosse worked out of Oasis West's office located at 1800 Century Park East; and that Alagem

1 (and his subordinate Ted Kahan) worked hand in hand with Delafosse to get the Waldorf Hotel  
2 operational and received regular updates and briefing on all things related to the opening of the  
3 hotel.

4 56. Alagem also denied ever attending a meeting with Tasco. He claimed that he had  
5 only met Tasco, in passing, and had no involvement in his hiring. Alagem's lies did not stop at  
6 Tasco's misconduct. He claimed that he didn't know the most basic things about his business—  
7 who his partners in the Waldorf Hotel are, what his ownership interest in the hotel is and so on.  
8 None of this is credible.

9 57. Oasis West's President, Ted Kahan, echoed Alagem's story. Both put all the blame  
10 on Hilton, the manager/operator of the Waldorf Hotel. Both claimed that the misconduct at issue  
11 here is not their problem, but Hilton's, because they are not involved in the management of the  
12 hotel.

13 58. The testimony of Vanessa Williams, the current General Manager of the Waldorf  
14 Hotel (and the hotel's head of Sales & Marketing pre- and post-opening), puts the lie to Alagem  
15 and puts him front and center in Defendants' misconduct. Williams testified that even before the  
16 hotel opened, Alagem and Kahan attended *weekly* high-level meetings where Tasco was also  
17 present, and in which operations, sales, marketing and other issues were discussed. They provided  
18 input on budgets and projections, and approved hiring decisions. Then, after the hotel opened,  
19 Alagem and Kahan continued to attend monthly P&L meetings with Tasco to discuss the hotel's  
20 operations.

21 59. The evidence confirms a conspiracy between Hilton/Waldorf LLC and  
22 Oasis/Alagem to raid Peninsula's confidential information and employees.

23 **G. Hilton's Cover-Up**

24 60. Following Peninsula's discovery of the misappropriation, Peninsula tried to engage  
25 with the Hilton Defendants about this dispute in the hopes that they would do the right thing.  
26 Peninsula's representatives reached out to Alagem, asked him to look into this matter and not use  
27 any confidential or proprietary information belonging to Peninsula. He never got back to  
28 Peninsula.

61. Subsequently, Peninsula's legal representative reached out to Hilton to inquire as to Hilton's involvement. Hilton's General Counsel Kristen Campbell (based at Hilton's headquarters in McClean, Virginia) and another lawyer on her staff promised to look into the matter.

62. Shortly thereafter, the Hilton lawyers responded by denying any awareness or involvement on the part of Hilton. They claimed that Hilton had adhered to the "Clean Exit and Clean Entry" policy in every respect with regard to Tasco's hiring. They claimed that Hilton had conducted a full investigation and asserted that the investigation had revealed that Hilton had not received or used any of Peninsula's confidential and proprietary information.

63. This was not true. Any review of Hilton's computer systems would have revealed that Delafosse had used his Waldorf email account to both request and receive Peninsula's confidential information from Tasco. Hilton was intimately involved with every aspect of the opening of the Waldorf Hotel, including the misappropriation of Peninsula's information. Hilton, by and through its top lawyers, covered up its culpability.

64. The Hilton Defendants' lies, stalling, and obstruction were just part and parcel of their litigation strategy. They expected that if they dragged the process out long enough, and drove up the costs enough, then Peninsula would get fatigued and drop the case. To the Hilton Defendants, dragging out this litigation was just the cost of doing business.

#### **H. Relief Sought**

65. Defendants have misappropriated Peninsula's trade secrets, converted and failed to return Peninsula's files, interfered with Peninsula's business relationships with its guests, and engaged in a conspiracy to steal confidential, proprietary information.<sup>2</sup> Tasco has also breached

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<sup>2</sup> After the case was filed, Peninsula sought a preliminary injunction to prevent Tasco from accessing Peninsula's confidential information and misappropriating Peninsula's trade secrets. When the injunction was filed, Peninsula was unaware of the extent of Tasco's misconduct and the culpability of the Hilton Defendants because Defendants blocked discovery and delayed the production of documents. The trial court denied the injunction on August 27, 2018; and the discovery that has taken place since then, including forensic discovery and depositions, which Peninsula did not have at the time the injunction was decided, turned on the lights for Peninsula about what happened here. In affirming the denial, the Court of Appeal specifically held that the decision on the injunction "does not amount to a decision on the ultimate rights in controversy."



1 his employment contract and violated the duties he owed to Peninsula, at the encouragement of the  
2 remaining Defendants. The Hilton Defendants induced, aided and abetted, and covered up  
3 Tasco's breaches and fraud.

4 66. Peninsula is entitled to the unjust enrichment obtained by the Hilton Defendants.  
5 By unlawfully relying on trade secrets that Peninsula was able to acquire through years of  
6 research, experience, development and hard work, the Hilton Defendants were able to "jump start"  
7 the Waldorf Hotel's performance. Instead of establishing its own operational standards, building a  
8 client base, and developing its own luxury brand, they illegally took and copied Peninsula's best  
9 practices and proprietary work product. By doing so, they were able to significantly shorten the  
10 time that it took to get to profitability at Peninsula's expense. In fact, they have conceded that  
11 they were able to achieve "stabilization"—an industry term referring to a hotel reaching a financial  
12 break-even point—only a year after opening.

13 67. Further, the Hilton Defendants were able to use the Waldorf Hotel as their  
14 "flagship" hotel for the Waldorf brand. The Waldorf Hotel functions as their living advertisement,  
15 used to induce developers and hotel owners and investors to enter into lucrative management  
16 contracts with Hilton. This is tremendously profitable for Hilton, as management fees can yield  
17 tens of millions of dollars a year in revenues—with relatively minimal risk. Under a management  
18 contract, the hotel owner pays all the costs of the hotel operation, while the management fees are  
19 almost pure profit for Hilton. The hotel owner takes on all of the risk, while Hilton watches its  
20 revenues and stock price rise.

21 68. Peninsula is also seeking its own profits lost due to Defendants' misappropriation  
22 of Peninsula's trade secrets as well as diminution or lost value to the real estate/property.

### 23 PARTIES

24 69. Plaintiff Peninsula is, and at all times herein mentioned was, a general partnership  
25 organized and existing under the laws of the State of California, with its principal place of  
26 business in Beverly Hills, California.

27 \_\_\_\_\_  
28 This is now a damages case against Defendants for the harm they caused Peninsula.

1           70. Defendant Alagem is, and at all times herein mentioned was, a resident of Los  
2 Angeles County, California. At all times relevant to this litigation, Alagem had a beneficial  
3 ownership interest in the Waldorf Hotel.

4           71. Defendant Oasis West is a Delaware limited liability company with its principal  
5 place of business in Beverly Hills, California. Oasis West is a real estate development company  
6 that is part beneficial owner of the Waldorf Hotel. At all times relevant to this litigation, Oasis  
7 West had a beneficial ownership interest in the Waldorf Hotel. At all times relevant to this  
8 litigation, Alagem was an owner and manager of Oasis West.

9           72. Defendant Hilton is a corporation organized and existing under the laws of the  
10 State of Delaware and has its principal place of business in Virginia. Hilton owns, operates, and  
11 franchises hotels and resorts throughout the United States and the world. Hilton's brands include  
12 Waldorf Astoria. At all times relevant to this litigation, Hilton was doing business in Beverly  
13 Hills, California by virtue of managing and franchising the brand at the Waldorf Hotel.

14           73. Defendant Waldorf LLC is a Delaware limited liability company and has its  
15 principal place of business in Virginia. The Waldorf is Hilton's hotel and resort brand, and owns,  
16 operates, and/or franchises Hilton's hotel properties, including the Waldorf Hotel. At all times  
17 relevant to this litigation, Waldorf LLC was doing business in Beverly Hills, California by virtue  
18 of managing and franchising the brand at the Waldorf Hotel.

19           74. Defendant Tasco is, and at all times herein mentioned was, a resident of Los  
20 Angeles County, California. From about November 11, 2013 to about November 13, 2016, Tasco  
21 was employed by Peninsula in Beverly Hills, California, first as Peninsula's Guest Relations  
22 Manager, and then as its Group and Diplomatic Sales Manager. Since leaving Peninsula, Tasco  
23 has been employed by Waldorf LLC, Hilton, Alagem, and Oasis West at the Waldorf Hotel.

24           75. Peninsula currently lacks knowledge of the true names or capacities of the  
25 Defendants sued herein under the fictitious names DOES 1 through 100, inclusive. Peninsula will  
26 seek leave to amend this complaint to insert the names and capacities of such fictitious Defendants  
27 when their true names and capacities are ascertained.

28           76. Peninsula is informed and believes, and thereon alleges, that at all times herein

1 mentioned each of the Defendants, including the DOE Defendants, was and is the agent, servant,  
2 representative, alter ego, employee, and/or employer of each of the remaining Defendants, and in  
3 doing the things hereinafter alleged, was acting within the course and scope of their authority.  
4 Peninsula is further informed and believes, and thereon alleges, that Defendants, and each of them,  
5 knowingly and willfully conspired, cooperated and agreed among themselves to perpetrate the acts  
6 alleged herein for an improper purpose, and that each of the Defendants did the acts and things  
7 alleged herein pursuant to and in furtherance of that conspiracy.

### 8 VENUE

9 77. Venue is proper in this Court because at all times relevant to this litigation,  
10 Peninsula and Defendants resided within and/or conducted business within this judicial district,  
11 and Defendants' wrongful conduct occurred within this judicial district.

12 78. This Court has jurisdiction over the subject matter of this action. A genuine and  
13 existing controversy over present rights exists between the parties.

### 14 FACTS

15 79. Peninsula is a 195-guest room, five-star, five-diamond world class, luxury hotel in  
16 Beverly Hills, California, which opened in 1991. It caters to an exclusive and prestigious list of  
17 clientele that includes domestic and international captains of industry, top-level free and  
18 independent travelers, corporate board members, royal families, and celebrities, amongst others.  
19 Peninsula has received AAA's "Five Diamond" and Forbes' "Five Star" awards for 26  
20 consecutive years, from 1993 to the present. Peninsula has also been the recipient of numerous  
21 other industry awards and accolades and is consistently recognized as one of the top luxury hotels  
22 in the world.

23 80. The Waldorf Hotel opened in July 2017 with very low occupancy. The Waldorf  
24 Hotel is Hilton and Waldorf LLC's first attempt at operating a luxury hotel in the Los Angeles  
25 area.

#### 26 **A. Hilton's Starwood Theft**

27 81. Poaching employees and enticing them to steal their competitors' information is  
28 nothing new for Hilton. Hilton has a pattern and practice of going after its competitors to create

1 new brands and get footholds in new markets.

2 82. In the late 2000's, Hilton wanted to branch into the "lifestyle" hotel sector to  
3 compete with the W brand. But rather than build its own brand from the ground up, Hilton went  
4 to the source.

5 83. To that end, Hilton solicited and recruited two executives from Starwood. Before  
6 leaving, these employees gathered a large volume of documents containing Starwood's  
7 confidential business information, which they took home and/or sent to their personal email  
8 accounts. Both executives did this despite having entered into agreements with Starwood  
9 prohibiting them from disclosing or using Starwood's confidential information elsewhere.

10 84. Using this confidential information, Hilton developed the Denizen brand. The  
11 information Hilton secured from Starwood using the information taken by these executives  
12 enabled them to effortlessly mimic the W, while saving themselves years of work, and millions of  
13 dollars in research and development

14 85. Starwood brought litigation against Hilton, which was ultimately settled in  
15 December 2010. In that settlement, Hilton paid Starwood \$75 million, and also consented to a  
16 permanent injunction prohibiting it from using the Starwood information and requiring monitoring  
17 of Hilton to ensure compliance.

18 **B. The Hilton Defendants Set Their Sights on Peninsula**

19 86. The same thing happened here. Rather than developing their flagship hotel by their  
20 own sweat and hard work, the Hilton Defendants decided that it was easier to steal the blueprint  
21 from Peninsula, which has a reputation as one of the most successful luxury hotel operations in the  
22 world.

23 87. The Hilton Defendants stuck to this plan as they began to build the Waldorf Hotel  
24 in Beverly Hills. There was a lot riding on this new hotel. Launched in 2006, the "Waldorf"  
25 brand was Hilton's foray into the high-end, luxury hotel market, which was still untested in 2015.  
26 Though Hilton was already operating several Waldorf hotels under this brand by this time, they  
27 largely consisted of older hotels that had been renovated and rebranded with the Waldorf name.

28 88. The Waldorf Beverly Hills, however, was a ground-up construction of a brand new



1 hotel in one of the most prestigious markets in the U.S. The Hilton Defendants have conceded  
2 that they intended it to be their flagship Waldorf hotel, the hotel that would showcase their  
3 business and persuade hotel investors to utilize their brand throughout the world. They use it in  
4 their television and other brand advertising. They invite prospective developers, investors, and  
5 hotel owners to tour it in hopes of drawing them into lucrative management and franchise  
6 contracts.

7 89. The Hilton Defendants had a lot to lose in constructing and opening the hotel, and  
8 their lack of experience in the Beverly Hills luxury hotel market posed a particular risk that they  
9 would fail. While the Hilton Defendants operate hotels all over the world, the vast majority of  
10 their hotels function at levels that fall far short of the five-star, world-class luxury standard they  
11 aspired to reach with their brand.

12 90. The Hilton Defendants knew that their experience operating more run-of-the-mill  
13 hotels would not be sufficient to operate a luxury hotel in a highly competitive market like  
14 Beverly Hills. As they admitted in deposition, they would need to provide the highest-level  
15 amenities, highest-level client service, highest-level vendors, attract the highest-level clientele, and  
16 generate much higher rates. This meant that they couldn't open this new hotel in Beverly Hills  
17 just by relying on their previous experience, existing vendors, personnel, etc., and they certainly  
18 wouldn't be able to rely on their existing guest database—they would need to acquire all this in  
19 short order. This would require them to make much greater investments in training, payroll, sales,  
20 marketing and operations.

21 91. The Hilton Defendants designated Luc Delafosse as the Managing Director for the  
22 Waldorf Hotel, making him the one responsible for getting this venture off the ground at these  
23 new high standards. Delafosse worked closely with both Hilton corporate and Oasis West in his  
24 task. He regularly reported to his Hilton superiors in McClean, Virginia, concerning sales,  
25 operations, personnel, financials, marketing, rate strategies and more, and Hilton was intimately  
26 involved with every step of the hotel's pre- and post-opening. Delafosse met at least weekly with  
27 Oasis West, including Chairman and CEO Alagem and its President Ted Kahan, to discuss the  
28 ramp-up efforts; and he actually worked out of the Oasis West offices in Century City prior to the

1 hotel's opening.

2 92. But though Delafosse had plenty of experience with running hotels, he had *no*  
3 experience opening a new hotel. Opening a hotel is very different from running one, and requires  
4 a different set of skills and expertise. Delafosse simply didn't have the necessary skills or  
5 connections to open a hotel. Even more so, Delafosse had no experience opening or running a  
6 hotel in the U.S. or California, which is very different from Europe.

7 93. Accordingly, the Hilton Defendants devised a plan to minimize their risk. They  
8 didn't have to look far. Just across the street, Peninsula had been operating since 1991 as the gold  
9 standard of luxury hotels in the U.S. and the world. They decided that Peninsula's experience,  
10 pattern of success, and confidential and proprietary information would be the key to their own  
11 success.

12 94. The Hilton Defendants made their first overture to Peninsula's Managing Director,  
13 Offer Nissenbaum. They asked him to leave Peninsula and run the Waldorf Hotel instead. He  
14 dismissed their overtures. So they focused instead on a more willing target—Defendant Tasco.

15 **C. Tasco's Employment at Peninsula**

16 95. Tasco began working for Peninsula in 2013. Prior to that, he was a housekeeping  
17 manager at the Fairmont in Santa Monica. He was not involved in hotel operations, business  
18 development or sales. He had no access to confidential, financial and proprietary materials; and  
19 had no guest interaction at that time.

20 96. On or about November 11, 2013, in connection with his employment with  
21 Peninsula, Tasco entered into a Confidentiality and Proprietary Information Agreement (the  
22 "Confidentiality Agreement") with Peninsula, which is attached hereto as Exhibit "A" and is  
23 incorporated by reference herein. Tasco's express agreement to honor the covenants contained  
24 therein was a critical prerequisite to Tasco working for Peninsula, as Tasco's positions with  
25 Peninsula afforded him significant access to Peninsula's confidential and proprietary information.

26 97. The Confidentiality Agreement prohibits Tasco's disclosure, use, or assistance in  
27 the use or disclosure of any of Peninsula's confidential or proprietary information or hotel  
28 materials without the written consent of Peninsula, except as necessary in the course of performing

1 his duties as an employee of Peninsula. (Exh. A, ¶¶ A.1-A.2, C.2.)

2 98. The Confidentiality Agreement also prohibits, during the period of Tasco's  
3 employment and for a period of one year after the termination of his employment, for any reason,  
4 Tasco from: (1) using any proprietary information to benefit another person or business entity in  
5 competition with Peninsula; (2) soliciting or servicing, with respect to any hotel product or  
6 service, any guest of Peninsula whom or which Tasco solicited, contacted, serviced, or otherwise  
7 dealt with on behalf of Peninsula during the year preceding the termination of his employment;  
8 and (3) inducing or attempting to induce any Peninsula employee or consultant to leave Peninsula  
9 to work for any of its competitors. (Exh. A, ¶¶ D.1-D.3.)

10 99. By executing the Confidentiality Agreement, Tasco also agreed that he would,  
11 "both during [his] employment and after the termination of [his] employment, whether that  
12 termination [was] voluntary or involuntary[.]" "take reasonable measures to prevent unauthorized  
13 persons or entities from having access to, obtaining, or being furnished with any Proprietary  
14 Information or Hotel Materials," and that immediately upon the termination of his employment for  
15 any reason, he would return all hotel materials and any reproduction of such materials to  
16 Peninsula. (Exh. A, ¶¶ C, C.3, C.5.)

17 100. From November 11, 2013 to March 1, 2015, Tasco was employed by Peninsula as  
18 its Guest Relations Manager. As Guest Relations Manager, Tasco was responsible for handling  
19 guest needs prior to their arrival, and interacting with guests once they arrived to ensure they were  
20 well-received, received impeccable service and that Peninsula met and exceeded their highly  
21 personalized, highly specialized needs and expectations. As Guest Relations Manager, Tasco  
22 interacted on a daily basis with Peninsula's clientele, and was one of the few employees who had  
23 special access to all of Peninsula's customer lists, private and confidential information regarding  
24 Peninsula's customers, vendor lists, sales and marketing strategy, pricing information and strategy,  
25 financial information and statements, marketing research and consumer data, as well as client  
26 research and development data. Peninsula gave Tasco access to this information because, in  
27 addition to Tasco's contractual promise not to disclose such information, Peninsula trusted Tasco  
28 and believed him to be honorable.

101. In March 2015, Tasco was promoted to be Peninsula's Group and Diplomatic Sales Manager. He held that position until November 2016. As Group and Diplomatic Sales Manager, Tasco was introduced to new and existing clients, and was given responsibility for cultivating and developing Peninsula's business contacts and professional reputation in the important Middle East market. He was part of the management team responsible for the strategic planning, sales, and performance of this market, and exercised expanded discretionary authority in this regard.

**D. Peninsula's Confidential, Proprietary Information**

102. As Group and Diplomatic Sales Manager, Tasco had access to the following trade secrets of Peninsula:

- a. **Information Regarding Middle Eastern Organizations.** Information regarding Middle Eastern travel agencies, embassies, consulates, ministries, organizations and foundations through which existing and potential clientele of Peninsula arrange their hotel accommodations, including the identities of key contacts at these agencies, organizations and foundations; the identities of the existing and potential customers with whom the agencies and foundations work (this includes end users such as members of royal families, and the personal representatives of those end users, both domestically and internationally); and the preferences, interests, and business plans of the agencies, organizations, foundations and contacts.
- b. **Customer Information.** Information regarding Peninsula's existing customers and group business such as boards of directors and other corporate groups, including their identities; titles; business affiliations; relationships with other guests; identities of their personal assistants, sales representatives, and/or other individuals who play a key role in choosing, negotiating, and securing their hotel accommodations; key contacts at corporate customers; customer preferences; suite and guest rooms in which they stayed at Peninsula; complete rooming lists; billing instructions; negotiated rates for accommodations and/or services; and descriptions of any incidents involving customers, and Peninsula's responses and solutions to the same.
- c. **Financial Information.** Peninsula's financial information, including revenue, departmental expenses, and patronage levels.
- d. **Booking Summaries.** Guest and stay information on a yearly basis, which includes guest names; negotiated rates; hotel revenue; days they booked and when; whether the guest is a repeat, potential, or lost guest; and if they are a "lost" guest, the reason for the loss of their business.
- e. **Information Regarding Guest Representatives.** Compilations of the identities of customers; the names of the personal assistants, sales representatives, and/or other individuals who played a key role in choosing, negotiating, and securing the end users' hotel accommodations; contact information for end users and their personal assistants, sales representatives, etc.; the complete list of guests affiliated with the same; the dates



of customers' stays; the location, description, and number of suite and guest rooms booked; negotiated rates for accommodations and/or services; and details related to rentals for events; and totals charged to each guest and combined group/party.

- f. **Business Proposal Information.** Peninsula's business proposals to potential and existing clients, which include Peninsula's opening bids for business; the identities of potential and existing customers; the names of the personal assistants, sales representatives, and/or other individuals who play a key role in choosing, negotiating, and securing the end users' hotel accommodations; contact information for end users and their personal assistants, sales representatives, etc.; and details related to the suites and guest rooms and dates covered by the proposal.

103. This information was highly confidential, competitively sensitive, derived independent economic value from not being generally known to the public or to others who could obtain economic value from its disclosure or use, and was the subject of reasonable efforts by Peninsula to maintain its secrecy. Such information constitutes trade secrets under the California Uniform Trade Secrets Act ("CUTSA"), California Civil Code sections 3426 *et seq.*

104. Peninsula engaged in considerable efforts to maintain the confidentiality of this information, including, but not limited to, controlling strict access to its facilities and electronic systems with sophisticated security programs and firewalls, requiring that Tasco and all other employees with access to such information sign confidentiality agreements, and keeping the devices and systems containing this information password-protected and accessible on a need-to-know basis only.

105. This proprietary information has been and is critical to maintaining Peninsula's goodwill and leadership position in the competitive luxury marketplace. Peninsula obtained this information through (a) extensive investment of time, money, and effort; (b) extensive and painstaking investigation and research into current and potential customers and their preferences and interests; and (c) over two decades of cultivating relationships with exclusive clientele, agents, personal representatives, and travel agents. With such information, Peninsula is able to tailor its services, marketing, and sales efforts to the specific needs of its elite clientele, as well as identifying and securing new clientele and business relationships.

106. As Group and Diplomatic Sales Manager, Tasco also had access to the following confidential, non-trade-secret information of Peninsula, among others:

- a. **Potential Guest Questionnaires.** Peninsula's Inquiry Forms spreadsheets, which contain detailed templates with questions and information for potential guests, particularly those who will use the hotel for events.
- b. **Embassy Contacts.** Peninsula's contact lists that contain the names, titles, relevant embassies/ministries/employers, and contact information of dignitaries in Washington, D.C.
- c. **Other Confidential Information.** Peninsula's floor plans, suite and guest room layouts and dimensions, marketing photographs, and lists of suggested activities for guests including restaurants, bars, spas and recreational activities.

107. Peninsula obtained this information through investment of time, money, and arduous effort. Peninsula engaged in considerable efforts to safely maintain the confidentiality of this information, as described above.

108. Tasco did not receive a company-issued laptop or other portable electronic device while working for Peninsula. Instead, he used his own personal devices—including a laptop, iPad, and cellphone—to carry out his responsibilities. He used his personal devices to access and download documents and data from Peninsula's computer system, which contained Peninsula's confidential, proprietary, and trade secret information.

109. Further, as Group and Diplomatic Sales Manager, Tasco traveled to the Middle East twice yearly with Peninsula's Managing Director and other members of Peninsula's sales and executive team, and personally met with contacts Peninsula had established and cultivated, for over twenty years, through significant labor, investment, research, and development. These contacts included personal representatives of members of royal families throughout the Middle East, executives of major corporations in the Middle East, foreign dignitaries, directors of prestigious companies, and exclusive travel agencies in the Middle East. As Group and Diplomatic Sales Manager, Tasco also had access to not only the identities of these highly valuable contacts, but also marketing briefings regarding the same, as well as other private and confidential information related to Peninsula's customers, vendor lists, sales and marketing strategy, pricing information and strategy, financial information and statements, marketing research and consumer data, as well as client research and development data.

1 **E. The Hilton Defendants' Quid Pro Quo to Tasco**

2 110. The Hilton Defendants began communicating with Tasco as early as September  
3 2015—while he was still employed by Peninsula and *fourteen months* before he resigned.

4 111. The Hilton Defendants acted largely through Luc Delafosse, at the time the  
5 Managing Director of the Waldorf Hotel. The deal was simple—there would be a new position  
6 with more money waiting for Tasco at the Waldorf Hotel if he was willing to continually funnel  
7 confidential Peninsula information and documents to the Hilton Defendants until that position was  
8 ready. Delafosse was very cunning and shrewd. He did not offer the position outright but held it  
9 out as a carrot to entice and induce Tasco to keep sending him Peninsula's confidential material.

10 112. The information Delafosse obtained through Tasco was proprietary, confidential,  
11 and valuable. The Waldorf Hotel's current General Manager Vanessa Williams has testified in  
12 this matter that the misappropriated information was of a type that would help a luxury hotel  
13 become successful and profitable, and that she would not allow such information to be shared with  
14 competitors.

15 113. Tasco was nevertheless eager to oblige. He asked for a promotion and more money  
16 from Peninsula but was turned down. This was his chance to get the promotion he was looking for  
17 from a competitor, and he was happy to play ball and do whatever it took to please his suitor.

18 114. Tasco's first meeting with Delafosse happened in or around September 2015. Soon  
19 thereafter, in October 2015, Tasco asked Delafosse if he "need[ed] anything from around here  
20 [Peninsula]."

21 115. By December 2015, Tasco was champing at the bit to assist the Hilton Defendants  
22 in their schemes, writing to Delafosse, "[i]t is truly exciting to hear more about this wonderful and  
23 impressive project that I am eager to be a part of operationally . . . ."

24 116. Delafosse and other executives met with Tasco in December 2015, and then again  
25 in January, July, September and October 2016. These meetings were conducted in the utmost  
26 secrecy. Tasco kept them hidden from his superiors at Peninsula. The meetings were conducted  
27 away from Peninsula. When Tasco contacted the Hilton Defendants to arrange meetings and  
28 transmit Peninsula information, he did so using his personal email address, rather than his work

1 email.

2 117. The January 22, 2016 Tasco-Delafoffe meeting was particularly interesting. The  
3 very next day after the meeting, Tasco sent a follow-up email to Delafoffe. In that email, Tasco  
4 boasts that while at Peninsula he was “able to cultivate some great connections and personal  
5 relationships with VIPs both local and worldwide, including Royal families from the Middle East  
6 and members of many Diplomatic corps, along with travel agents, meeting planners, high end  
7 personal concierge” and that he would “utili[ze]” Peninsula’s “**database**” at the Waldorf Hotel.  
8 Later in the same email, Tasco recapped what was discussed at the meeting—specifically  
9 referencing the need “to guarantee and insure the financial success of the company, and the  
10 quickest ROI [return on investment].” In other words, Delafoffe and Tasco discussed what was  
11 needed to jump start the Waldorf Hotel’s operations to quickly increase its profitability—i.e.,  
12 Peninsula’s confidential database.

13 118. Indeed, just days after the meeting, Delafoffe asked Tasco to “give me a feel for  
14 the market segmentation pace (in %) during the year.” In response to his request, Tasco went on  
15 Peninsula’s system, researched metrics for guests that stayed at the hotel throughout the year and  
16 prepared an excel spreadsheet that he sent to Delafoffe. It listed the type of guests (i.e., direct,  
17 groups, meeting and events, long stay, government/diplomatic) and statistics of when such guests  
18 would stay throughout the year. The purpose of this request was for the Hilton Defendants to  
19 figure out and develop its marketing strategy.

20 119. Tasco’s disclosure of Peninsula information and trade secrets to the Hilton  
21 Defendants was broad and continuous. In April 2016, Tasco emailed Delafoffe with Peninsula  
22 information to include in the Waldorf Hotel’s business plan, including details about Peninsula’s  
23 restaurants and bars, guest rooms, and meeting and event facilities, including square footage,  
24 amenities, renovation history, and other details.

25 120. In June 2016, Tasco provided information about Peninsula’s product suppliers and  
26 service providers to Delafoffe on request.

27 121. Later that month, Delafoffe asked Tasco to provide him with “a list of your 30 to  
28 50 preferred Travel agencies.” Tasco responded with a list of travel agencies a week later, along



1 with an assurance that he had “started talking to my Embassy, Consulate, and Concierge Company  
2 contacts, and I’ll start setting up appointments for you and introducing you as soon as it is  
3 convenient to do so.”

4 122. In August 2016, Tasco provided detailed Peninsula catering menus to Delafosse,  
5 “per your request.”

6 123. Days later, Tasco emailed Delafosse Peninsula’s anticipated summer season,  
7 special event, and standard rates for 2017, as well as information about Peninsula’s future rate  
8 strategies and increases. None of this information was public. The Hilton Defendants requested it  
9 so that they could formulate their rate structure to be competitive with Peninsula’s.

10 124. In deposition, the Waldorf Hotel’s current General Manager *admitted* that the  
11 categories of information that Delafosse requested and received from Tasco—including special  
12 room rates, market segmentation reports, STAR Reports, marketing plans, SWOT analyses,  
13 budget documents, hotel policies and procedures, operations manuals, guest lists, guest  
14 preferences, and more—were extremely valuable information that hotels guard very closely.  
15 Hotels keep such information confidential precisely because it helps them to succeed in  
16 competitive markets. She testified that she “would not tolerate” sharing such information with a  
17 competitor, nor would she ask for such information from a competitor.

18 **F. Tasco Steals More Confidential Peninsula Documents**

19 125. On September 14, 2016, Tasco met with Ted Kahan, President of Oasis West. But,  
20 according to the Hilton Defendants’ story, Tasco was only being recruited to be their Director of  
21 Front Office, a low-level administrative position. The Waldorf Hotel’s current General Manager  
22 Vanessa Williams testified that it is extremely rare for Oasis West’s President to meet with a  
23 candidate for such a low-ranking job. Oasis West clearly had bigger plans in mind for Tasco.

24 126. Immediately following that meeting, Tasco began emailing to himself (via his  
25 personal email) confidential Peninsula documents, including 2017 budget working documents,  
26 lead time analysis marketing plans for 2017, 2016 budgets, 2016 forecasts and actuals, 2015  
27 STAR reports, and more. There was no legitimate employment-related reason for Tasco to do  
28 this—he was not working on any projects requiring access to these documents at the time; and,

1 even if he had, those documents would have been freely available to him on Peninsula's server.  
2 The only reason for Tasco to send these emails to himself was to ensure that they would be  
3 accessible to him following his departure from Peninsula, so that he and the Hilton Defendants  
4 would be able to use them for their own purposes.

5 127. Kahan and the Hilton Defendants needed these documents. As part of opening and  
6 operating a hotel, or any business, it is standard practice to have projections. They are used for a  
7 multitude of functions including budgeting, marketing, employment, forecasts, etc. The Hilton  
8 Defendants wanted to review Peninsula's budgets and forecasts for 2015, 2016 and 2017 to  
9 formulate their own projections and financials. These Peninsula financial documents are subject  
10 to the utmost confidentiality and are closely guarded secrets.

11 128. Also, at around this same time, Tasco began to take pictures with his smartphone of  
12 computer screens displaying confidential Peninsula documents. He then stored the photos on one  
13 or more of his personal electronic devices, including his personal iPhone. The documents he  
14 captured by this method contained lists of Peninsula guests, special room rates crafted for high-  
15 end customers, financial documents, and proprietary contact information for Middle Eastern travel  
16 agents. Tasco believed that taking smartphone photos would allow him to steal and preserve  
17 confidential Peninsula documents, which he could then transmit to the Hilton Defendants, without  
18 leaving a record of his theft.

19 129. Tasco's photographs included: (a) screenshot of a Peninsula spreadsheet detailing  
20 hotel annual revenues and total hotel revenues originating from Middle East business for the years  
21 2013, 2014, and part of 2015; (b) photo of an invoice for a Middle Eastern prince showing the  
22 room rate offered to the guest and total charges; (c) photo of a bill to a Peninsula contact for royal  
23 Middle Eastern families showing room rates and charges totaling over \$100,000; (d) photo of an  
24 itinerary of a Peninsula Middle East sales trip which Tasco took while he was **in the Middle East**  
25 **conducting a sales trip on behalf of the Waldorf Hotel**, and the photo contains information on  
26 Peninsula's Middle Eastern guests and contacts; and (v) photo of a rooming list for a royal Middle  
27 Eastern family that booked over a dozen rooms for a 10-day stay at Peninsula.

1 **G. Tasco Leaves Peninsula and Takes Its Trade Secrets with Him**

2 130. On or about November 14, 2016, Tasco voluntarily ended his employment with  
3 Peninsula and advised that he was taking a position at the Waldorf Hotel. At this time, Peninsula  
4 had no reason to believe Tasco had engaged in any nefarious actions. Nevertheless, in accordance  
5 with Peninsula's policy, in order to further protect its proprietary information, Peninsula opted to  
6 pay Tasco his salary in lieu of his two-week notice period, terminating his employment  
7 immediately. This is a standard policy in the hotel industry when a manager-level employee goes  
8 to a competitor.

9 131. On his last day of work at Peninsula, Tasco signed an exit checklist stating that he  
10 had "returned all company property and returned all confidential information" and that he would  
11 abide by the Confidentiality Agreement. This was knowingly false.

12 132. Throughout his employment with Peninsula, Tasco used his personal electronic  
13 devices—including a laptop and iPhone—to send, receive, and store work-related emails and  
14 documents. Per the terms of his Confidentiality Agreement, as well as the exit checklist he signed,  
15 Tasco was required to return to Peninsula and/or destroy all of these emails and documents. Tasco  
16 did neither. He also never informed Peninsula that he was in possession of these documents.  
17 Instead, he kept his electronic devices and took them, as well as all the documents and information  
18 they contained, with him to the Waldorf Hotel.

19 133. In fact, discovery in this case has revealed that Tasco retained **over 45,000**  
20 Peninsula documents on his electronic devices, containing internal, non-public information  
21 concerning Peninsula's finances, operations, personnel, and business practices. These documents,  
22 together with those that Tasco sent to Delafosse and other Hilton executives, constituted a  
23 playbook for Peninsula's business. The confidential and trade secret information contained  
24 thereon allowed the Hilton Defendants to bypass years of effort, research, and experience, and to  
25 build their business by stealing Peninsula's.

26 134. These Peninsula documents contain highly confidential and proprietary  
27 information, including the following:

- 28 a. **Daily/Weekly VIP Guest Arrival Reports.** These reports contain information on VIP

1 guest arrivals, guest preferences, prior stays, guest occupation and title, and notes on  
2 particular needs and requests.

- 3 b. **Group Résumés.** These group résumés, created by Peninsula, include contact  
4 information, VIP guest names, arrival and departure dates, room types, room rates, and  
5 special requests.
- 6 c. **Individual E-mails with Confidential Guest Information.** Guest Relations  
7 personnel often communicate with each other via e-mail to inform the team about  
8 particular guests. The e-mails typically include guest names, room reservations, rates  
9 paid, and notes on particular needs and preferences.
- 10 d. **Department Head Meeting Minutes.** These meeting minutes, which are marked  
11 “confidential,” show budgets, performance, VIP arrivals and upcoming key events,  
12 among other information.
- 13 e. **Monthly Payroll Reports.** These reports show the amount and percentage spent on  
14 payroll broken down by department (rooms, food & beverage, etc.).
- 15 f. **MOD Reports.** These daily “Manager on Duty” or “MOD” reports contain  
16 information on VIP arrivals, occupancy rates, food and beverage issues, and incident  
17 reports specific to particular guests.

18 135. To this point, Peninsula has reviewed only a fraction of these 45,000 documents. It  
19 is possible, and even likely, that they contain even more of Peninsula’s trade secrets and  
20 confidential information.

21 136. The Hilton Defendants were aware of Tasco’s contractual obligations, but chose to  
22 disregard them. This was not an oversight by the Hilton Defendants—it was part of their plan.

23 **H. Hilton’s “Clean Exit/Clean Entry Policy” Is Meaningless Window Dressing**

24 137. Under the consent injunction in the Starwood case, the Hilton Defendants were  
25 obligated to adopt a “Clean Exit/Clean Entry Policy.” The policy decrees that every employee is  
26 “expressly prohibited from bringing any confidential, proprietary or trade secret information from  
27 any third party onto Hilton’s premises, loading it onto Hilton’s system, sharing it with other Hilton  
28 team members . . . .” Hilton maintains that a violation of this policy “is grounds for immediate  
termination.”

138. In theory, this policy ensures that the Hilton Defendants will not poach the  
employees of competitors in order to obtain their competitors’ trade secrets and/or confidential

1 information. In practice, the policy is a sham—window dressing designed only to provide cover  
2 for the Hilton Defendants as they continue with their illegal schemes. Ted Kahan, the President of  
3 Oasis West, even referred to the terms of Hilton’s confidentiality policy as “silly.”

4 139. Indeed, the sham nature of the policy was evidenced by Tasco’s hiring. When  
5 hired by the Hilton Defendants, Tasco affirmed in writing that he would not bring with him or use  
6 any material “containing confidential information belonging to [his] current or former employer.”  
7 But, as the Hilton Defendants well knew, Tasco had already sent them a long list of confidential  
8 information belonging to Peninsula, and he was bringing thousands of more pages of such material  
9 with him.

10 140. Now that Tasco’s theft is out in the open, it is even more clear that Hilton does not  
11 enforce its “zero tolerance” policy regarding the disclosure and use of confidential third-party  
12 information. The Hilton Defendants are well aware of Tasco’s misconduct—they have seen the  
13 email exchanges between Tasco and Delafosse, and they know that he took Peninsula’s documents  
14 with him to the Waldorf Hotel. The Waldorf Hotel’s General Manager *admitted* that it was  
15 “inappropriate” for Tasco to give Peninsula’s confidential information to the Waldorf Hotel, and  
16 that the hotel’s own policy demanded that he be terminated.

17 141. But the Hilton Defendants have not disciplined Tasco in any way. They did not  
18 suspend him. They did not retrain him. They certainly did not terminate him. In fact, they did the  
19 opposite. Tasco was **rewarded** for blatantly violating the written policies by being promoted—  
20 **twice**.

21 142. In fact, Tasco’s theft was so vital to the new hotel’s operations that the Hilton  
22 Defendants elevated him far above what his title merited. Even before the hotel opened, Tasco  
23 attended director-level meetings attended by, among others, Defendant Alagem, Ted Kahan, and  
24 the highest-level executives of the Waldorf Hotel. The Hilton Defendants admit that there was no  
25 need for the low-ranking “Director of Front Office” to be included in anything so high-level.  
26 Tasco attended not because of his official role at the Hotel, but because of his integral role in  
27 unlawfully obtaining Peninsula’s confidential information. The scheme to steal Peninsula’s  
28 information and guests was essential to the new hotel’s success, and it required the highest level of



1 attention and care.

2 **I. The Hilton Defendants Hire Tasco and Use Him to Steal Even More Trade Secrets**

3 143. Tasco began his employment with the Waldorf Hotel in November 2016. While  
4 nominally hired as the “Director of Front Office,” the Hilton Defendants demonstrated the real  
5 reason for his hiring by immediately tasking him with obtaining additional confidential  
6 information from Peninsula. Indeed, Tasco had such little experience in operations that the  
7 Waldorf Hotel’s Director of Human Resources was “surprised” by the choice.

8 144. On November 29, 2016, less than two weeks after his hiring, Tasco reached out to  
9 Jessica O’Brien, alongside whom he had previously worked at Peninsula. Like Delafosse had  
10 done to him, he requested that O’Brien send him confidential Peninsula materials. In this case, he  
11 asked for Peninsula’s complete policy and procedures manual.

12 145. This was a big ask. Peninsula’s operations manual contained over 150 pages of  
13 confidential guest policies and procedures, guidelines, billing practices, use of foreign currency,  
14 hotel arrival standards, reservation standards criteria, rate search tables, and more. It is the  
15 blueprint for how the Peninsula hotel is run so successfully. It was painstakingly developed over  
16 two decades and revised to address new issues and concerns that came up with time. These  
17 policies and procedures assure that hotel staff knows their duties and responsibilities to operate the  
18 luxury hotel and provide guests with the utmost level of service.

19 146. Through O’Brien, Tasco got the entire Peninsula manual and passed it on to Hilton  
20 to be used to formulate the Waldorf Hotel’s manual. This allowed the Hilton Defendants to adopt  
21 their own policies and procedures, copying Peninsula’s, without expending the years and money  
22 that Peninsula had expended. In other words, the Hilton Defendants illegally got all of the  
23 benefits, with none of the effort.

24 147. Tasco didn’t stop there. In January 2017, he contacted O’Brien again and asked her  
25 to send him lists of Peninsula employees with their schedules and hours. Again, O’Brien obliged,  
26 illegally.

27 148. Like Tasco before her, O’Brien understood the *quid pro quo* nature of Tasco’s  
28 requests. As she was providing Tasco and the Hilton Defendants with Peninsula’s confidential

1 information, she was granted a job interview at the Waldorf Hotel for a lucrative new position that  
2 she wanted. She got the job.

3 **J. The Hilton Defendants Use Trade Secrets to Solicit Peninsula Clients**

4 149. The Hilton Defendants were eager to use Peninsula's trade secrets. At least as  
5 early as February 2017, they sent Tasco on a sales trip to the Middle East to meet with a number  
6 of high profile individuals. This trip had nothing to do with Tasco's supposed position as  
7 "Director of Front Office." It was part and parcel of the Hilton Defendants' cover-up of Tasco's  
8 position and role at the Waldorf Hotel.

9 150. The Hilton Defendants sent Tasco on this trip because he had made contacts with  
10 Peninsula's guests through the course of his employment at Peninsula. Tasco **only** knew these  
11 individuals through his work with Peninsula—he had been a housekeeping manager at other hotels  
12 prior to his work at Peninsula.

13 151. The Hilton Defendants intended to use Tasco in this role right from the get-go.  
14 While he was being recruited, he met repeatedly with Vanessa Williams, the Waldorf Hotel's  
15 then-head of Sales & Marketing, despite the fact that the "Director of Front Office" role has  
16 nothing to do with sales or marketing. In fact, the job description for that position made no  
17 reference to sales whatsoever.

18 152. Tasco's knowledge of Peninsula's Middle Eastern clientele was particularly  
19 valuable to the Hilton Defendants. They admit that Middle Eastern guests are an "important  
20 segment" of the Beverly Hills hotel market—"they stay in all of your top suites, so they drive a  
21 significant average rate. They stay for extended periods of time, so it's really great business for all  
22 of us in Beverly Hills . . . ." The Hilton Defendants concede that a primary reason for Tasco's  
23 hiring was their hope that he would win them new business in the Middle East market.

24 153. While in the Middle East, Tasco was able to solicit Peninsula's Middle Eastern  
25 guests through the illegal use of Peninsula's confidential information and trade secrets. He knew  
26 the guests' preferences and tastes because of the information he obtained during his work at  
27 Peninsula, and used that information to tailor his pitch on behalf of the Waldorf Hotel.

28 154. Names and contact information for the guests visited by Tasco can be found in the

1 trade secrets that Tasco stole. They are longstanding clients of Peninsula.

2 155. In fact, Defendants even used stolen Peninsula information to facilitate getting  
3 Tasco the necessary visa for his business travels. Before leaving Peninsula, Tasco forwarded  
4 sample visa request letters belonging to Peninsula to his personal email account. Then, in January  
5 2017, he forwarded these materials to his Waldorf email account, clearly intending to facilitate his  
6 upcoming trip. Just like how Tasco stole Peninsula policies, procedures and manuals to help  
7 Defendants expedite their development of the Waldorf Hotel's own procedures, these stolen  
8 templates gave Defendants yet another boost in their direct competition with Peninsula.

9 156. Tasco's use of stolen Peninsula trade secrets is evident in a February 10, 2017  
10 email he sent to executives of the Hilton Defendants. In the email, he bragged about the volume  
11 of business these clients had generated for Peninsula in the past and how he was working to woo  
12 them away. Tasco reported, for example, that he met with an assistant to the First Lady of a  
13 Middle Eastern country, who had been "converted to PBH [Peninsula Beverly Hills]" the prior  
14 year, and with whom Tasco intended "to do the same for WA [Waldorf Astoria] this year," and  
15 also with an assistant to a Middle Eastern royal, whose prior booking at Peninsula "triggered  
16 multiple family members to stay." Further in the email, Tasco provides confidential details about  
17 how much money the Peninsula clients he is soliciting spent at Peninsula. Tasco identifies the  
18 names of guests, contact information, referral sources, locations and specific names of agencies. It  
19 is undisputed that he obtained this confidential information while working for Peninsula.

20 157. In fact, Hilton and Waldorf LLC/Hilton admitted during discovery that all of the  
21 names and contacts referenced in Tasco's February 10 email are of guests of Peninsula that Tasco  
22 contacted in an effort to get them to stay at the Waldorf Hotel.

23 **K. Peninsula Discovers the Misappropriation**

24 158. Members of Peninsula's sales team, including Managing Director Offer  
25 Nissenbaum, made visits to certain Middle Eastern clients in March 2017. During those visits,  
26 they were informed by approximately ten exclusive and highly valuable Peninsula contacts in the  
27 Middle East (including foreign dignitaries and owners of luxury travel agencies in Saudi Arabia,  
28 Qatar, Dubai, Bahrain, and Kuwait) that Tasco had personally visited them and attempted to solicit

1 their business for the Waldorf Hotel.

2 159. Upon returning from the Middle East, Mr. Nissenbaum immediately contacted  
3 Beny Alagem, the owner of Oasis West, and demanded that the Hilton Defendants halt their use of  
4 Peninsula's confidential information. Alagem swore that he knew nothing of the  
5 misappropriation, and promised to look into it and get back to Mr. Nissenbaum. He never did.  
6 More lies and deception.

7 160. Defendants knew that Peninsula had scheduled Middle Eastern client visits in  
8 March 2017. That is why they scheduled Tasco's visits for February 2017.

9 161. Concerned that Defendants were soliciting its clients, Peninsula conducted a  
10 forensic search of its data that Tasco had access to during his employment to determine if Tasco  
11 had viewed, searched for, copied, or otherwise accessed or altered Peninsula's data near the time  
12 of his termination. The forensic search revealed that Tasco had engaged in very unusual,  
13 suspicious activity in the days leading up to his resignation and even on the day of his termination.  
14 Specifically, Tasco performed searches on Peninsula's computer system for items related to  
15 confidential and proprietary material of Peninsula. Tasco had also accessed several restricted  
16 files, which again contained confidential and proprietary material of Peninsula. The files Tasco  
17 viewed included each category of Peninsula's confidential information set forth above.

18 162. Given that Tasco had already decided to leave Peninsula for the Waldorf Hotel,  
19 Tasco had no legitimate purpose for the foregoing misconduct. Indeed, Tasco searching and  
20 viewing files the same day he gave notice of his termination served no other purpose than  
21 collecting information to share with his new employers.

22 **L. Defendants Continue to Misuse Peninsula's Confidential, Proprietary Information**

23 163. Peninsula filed this lawsuit in April 2017 to recover its confidential, proprietary  
24 information that Tasco stole and to prevent him from using that information to steal guests for the  
25 Waldorf Hotel to the detriment of Peninsula. That did not stop Defendants.

26 164. In or around August 2017, Alagem had Tasco reach out to a representative for a  
27 high-end, repeat Peninsula guest to set up a meeting between the guest and Alagem while the  
28 guest was staying at Peninsula. Tasco sent a text message to the representative stating, "Beny

1 [i.e., Alagem] wants [Peninsula guest's] contacts . . . . Can you please connect the two of them?"

2 165. Peninsula understands that Alagem thereafter reached out to the Peninsula guest  
3 and set up a meeting. During that meeting, Alagem solicited the guest to move his stays to the  
4 Waldorf Hotel and said that he would give whatever discounted rates the guest wanted, to  
5 Peninsula's competitive disadvantage. And based on the information Tasco stole from Peninsula,  
6 Alagem knew exactly what rates were being paid by the guest at Peninsula, and exactly what he  
7 needed to offer to undercut those rates at the Waldorf Hotel.

8 166. Alagem's scheme worked. The guest and his companions changed their plans and  
9 actually moved to the Waldorf Hotel.

10 167. Tasco had accessed information about this Peninsula guest just before he quit  
11 working at Peninsula, including: (1) negotiation of rates between Peninsula and the guest;  
12 (2) letters to the guest confirming dates of stay and suite and guest room rates; (3) an invoice  
13 showing the total amount of payment and suite and guest room rates for a prior stay by that guest  
14 and the guest's family and companions; and (4) a list of Peninsula guests (including the guest  
15 solicited by Alagem) that included: arrival and departure dates, total nights spent at Peninsula,  
16 average suite and guest room rates, and total revenue for each guest.

17 168. This ill-gotten information was and is incredibly valuable to the Hilton Defendants,  
18 who used it to approach the guest knowing how many suite and guest rooms (and of what type)  
19 the guest would be interested in reserving and the suite and guest room rates to offer in order to  
20 undercut Peninsula's pricing.

21 169. Peninsula developed the information concerning this guest over time based on the  
22 details of the guest's stays, and also cultivated relationships with, among others, the guest's  
23 representative, in order to secure the guest's stays at Peninsula. The Hilton Defendants, on the  
24 other hand, simply obtained the guest's phone number and other relevant information by way of  
25 Tasco, to Peninsula's competitive disadvantage.

26 170. This is not fair competition and is damaging Peninsula's business. Peninsula  
27 appreciates and relishes competition that benefits all consumers. However, the Hilton Defendants  
28 have demonstrated widespread, blatant, unfair and illegal competition through the use of stolen,



1 confidential, proprietary information in derogation of the laws of the State of California.

2 171. Additionally, the Hilton Defendants continue to send Tasco on trips to the Middle  
3 East, including as recently as Spring of 2019, using Peninsula's confidential, proprietary  
4 information to solicit Peninsula guests and clients to the Waldorf Hotel. They have testified that  
5 they plan to continue sending him on these trips as frequently as twice a year.

6 **M. Hilton Raids Peninsula's Employees**

7 172. The Hilton Defendants have directed Tasco to use the confidential information he  
8 learned from his time at Peninsula to solicit dozens of Peninsula employees to leave Peninsula and  
9 accept positions at the Waldorf Hotel. Several Peninsula employees have been induced by these  
10 efforts. These employees include, but are not limited to, (1) Peninsula's former Guest Relations  
11 Manager (hired as Waldorf Hotel's Assistant Front Office Manager); (2) Peninsula's former  
12 Director of Sales (hired as Waldorf Hotel's Director of Sales); (3) Peninsula's former Assistant  
13 Front Office Manager (hired as Waldorf Hotel's Night Manager); (4) Peninsula's former Assistant  
14 Director of Security (hired as Waldorf Hotel's Director of Security); (5) Peninsula's former  
15 Restaurant Director (hired as Waldorf Hotel's General Manager of its restaurant, Jean-Georges);  
16 and (6) multiple other Peninsula kitchen or catering staff members, including sous chefs and line  
17 cooks.

18 173. These employee raids were another attempt by the Hilton Defendants to acquire  
19 Peninsula employees, who are known to be some of the best-trained employees in the industry.  
20 Rather than spend time, money, and effort in finding and training competent and effective  
21 personnel, the Waldorf Hotel just poached Peninsula's. Indeed, these raids conveyed a double  
22 benefit on the Hilton Defendants—it built up the Waldorf Hotel's staff, while chipping away at the  
23 staff of its competitor.

24 174. While he worked at Peninsula, Tasco was responsible for procuring limousine and  
25 car services for Peninsula guests. Peninsula had preferred vendor relationships with certain  
26 limousine and car service companies that pay Peninsula a commission on services provided to its  
27 guests. Tasco was directed to send Peninsula guests to these preferred vendors, unless the guest  
28 specifically requested otherwise.

175. In contravention of his duties, and without knowledge of Peninsula's management, Tasco often referred Peninsula guests to Latitude 310, LLC, a limousine and car service that was not a preferred vendor. Tasco did this because, as Peninsula later discovered, he has an ownership interest in Latitude 310, LLC, and received personal benefits from doing so.

**N. Discovery Continues to Uncover Evidence of Additional Misconduct**

176. In May 2018, over a year after the commencement of this litigation, Tasco made his first significant document production in response to Peninsula's outstanding discovery requests. After claiming for over a year that he had absolutely no Peninsula documents in his possession, Tasco produced over 45,000 Peninsula documents that he had downloaded to his personal electronic devices during his employment with Peninsula, failed to return to Peninsula upon his resignation, and kept in his possession while he worked at the Waldorf Hotel. This was the first time Peninsula learned that Tasco had essentially taken the hotel's database, including information relating to the hotel's clients worldwide, and information concerning the hotel's finances, operations, and business practices. This astonishing production provided the impetus, in part, for Peninsula to file its Third Amended Complaint in September 2018.

177. Since that filing, however, discovery—including document productions, depositions, and the compelled forensic examination of Tasco's electronic devices—has continued to unveil more and more instances of Defendants' malfeasance in this case, as detailed above.

178. Indeed, it is likely that Defendants engaged in even more misconduct of which Peninsula is not yet aware. Defendant Tasco was able to protect a number of documents from production by citing the Fifth Amendment. Peninsula has no way of knowing the incriminating subject matter or nature of these documents, or the reasons why Fifth Amendment protection is justified. Furthermore, the Fifth Amendment claim was used as a tool to delay Peninsula's discovery efforts.

**O. Peninsula Is Entitled to Relief for Defendants' Misconduct**

179. Defendants' misappropriation of Peninsula's trade secrets and confidential information allowed them to gain an unmerited jump start on business for the Waldorf Hotel. Beverly Hills is a challenging and complex market for luxury hotels. It requires years of

1 experience, effort, and trial and error to come across the winning formula that will allow a  
2 competitor to successfully market to and serve a high-end clientele. Peninsula only came across  
3 this formula through decades of hard work.

4 180. The Hilton Defendants, however, took the easy way out. They bypassed years of  
5 work and secured revenues from high-end clients on the back of Peninsula's efforts. And they  
6 have been successful. The Hilton Defendants have confirmed in deposition testimony that they  
7 achieved "stabilization"—or profitability—after only a year of operation. In the best of  
8 circumstances, it takes a hotel at least three years to reach stabilization. The Waldorf Hotel, using  
9 Peninsula's ill-gotten information, was able to ramp up in only a year. This was phenomenally  
10 quick, particularly in a difficult and competitive market like Beverly Hills. The law dictates that  
11 they disgorge their ill-gotten profits.

12 181. Hilton also profited by using Peninsula's proprietary and confidential information  
13 to quickly establish a flagship hotel for the Waldorf brand. It has used the Waldorf Hotel to  
14 showcase and lure hotel owners and investors to enter into Waldorf hotel management and  
15 franchise contracts with Hilton. The management fees Hilton is paid under these contracts serve  
16 as a tremendous boon to Hilton's bottom line and a boost to its stock price. Hilton is barred under  
17 California law from retaining such illicit gains.

18 182. The law also requires that Defendants compensate Peninsula for the profits it lost as  
19 a result of their misconduct. By using Peninsula's trade secrets to solicit Peninsula's guests, the  
20 Defendants diverted a substantial amount of business away from Peninsula. In other words, they  
21 obtained revenues for themselves that should have gone to Peninsula, but for the misconduct.  
22 Peninsula is entitled to these lost profits.

23 183. Defendants' misappropriation also resulted in the diminution in value of  
24 Peninsula's real estate. Peninsula is entitled to be compensated for that loss as well.

### 25 **FIRST CAUSE OF ACTION**

#### 26 **(Breach of Contract Against Tasco)**

27 184. Peninsula re-alleges and incorporates by reference herein the allegations of this  
28 complaint as set forth above.

185. Peninsula and Tasco entered into the Confidentiality Agreement on or about November 11, 2013.

186. Peninsula has satisfied all conditions precedent under the Confidentiality Agreement, except as excused by Tasco's wrongful conduct.

187. Tasco has breached the Confidentiality Agreement by:

- Using, disclosing, and assisting in the use or disclosure, of Peninsula's confidential, proprietary information and materials, including to the Hilton Defendants.
- Soliciting guests of Peninsula whom or which Tasco solicited, contacted, serviced, or otherwise dealt with on behalf of Peninsula during the year preceding the termination of his employment.
- Inducing or attempting to induce multiple Peninsula employees to leave Peninsula to work for the Waldorf Hotel.
- Failing to return Peninsula's confidential and proprietary information and materials to Peninsula upon the termination of his employment.

188. As a direct and proximate result of these acts and practices, Peninsula has suffered and will continue to suffer injury in an amount according to proof.

189. Peninsula alleges that Tasco is continuing to engage in acts of misappropriation and unlawful dissemination, to Peninsula's detriment. Peninsula has no adequate remedy at law to compel Tasco to cease his wrongful acts. Accordingly, Peninsula is entitled to temporary, preliminary, and permanent injunctive relief.

## **SECOND CAUSE OF ACTION**

### **(Breach of Fiduciary Duty Against Tasco)**

190. Peninsula re-alleges and incorporates by reference herein the allegations of this complaint as set forth above, except that Peninsula does not allege that this cause of action is based on the misappropriation of any trade secret.

191. By virtue of his position and responsibilities as Group and Diplomatic Sales Manager of Peninsula, one entrusted with highly confidential and proprietary information and reasonable expectation that he would execute his duties for the mutual benefit of the parties, Tasco owed a fiduciary duty to Peninsula.

192. Tasco intentionally and knowingly breached his fiduciary duty owed to Peninsula by, among other things: (1) inducing or conspiring to induce multiple Peninsula employees to leave Peninsula to work at the Waldorf Hotel; and (2) self-dealing and usurping corporate opportunities as set forth above. Tasco engaged in the foregoing conduct during his employment with Peninsula.

193. As a proximate result of Tasco's breach of his fiduciary duty, Peninsula has suffered and will continue to suffer injury in an amount according to proof.

194. Tasco is guilty of oppression, fraud, and malice, by knowingly and intentionally breaching his fiduciary duty. Peninsula is therefore entitled to punitive damages in an amount appropriate to punish Tasco and deter future similar unlawful conduct.

### **THIRD CAUSE OF ACTION**

#### **(Misappropriation of Trade Secrets Under CUTSA Against All Defendants)**

195. Peninsula re-alleges and incorporates by reference herein the allegations of this complaint as set forth above.

196. Peninsula's confidential, proprietary information, set forth above, includes but is not limited to "trade secrets" within the meaning of California Civil Code section 3426.1.

197. Prior to the wrongful acts alleged in this complaint, neither the public nor Peninsula's competitors had knowledge of the trade secret information misappropriated by Defendants.

198. At all times relevant hereto, Peninsula made reasonable efforts to ensure that the trade secrets misappropriated by Defendants remained proprietary, secret, and available only to certain of Peninsula's employees, on a need-to-know basis, including as set forth above.

199. By their wrongful actions, including discovery and use of Peninsula's trade secrets through improper means, Defendants have knowingly misappropriated and used, or aided in the misappropriation and misuse of, Peninsula's trade secrets, without Peninsula's express or implied consent.

200. Defendants knew or had reason to know at the time of disclosure of Peninsula's trade secrets that such trade secrets were acquired under circumstances giving rise to a duty on the

1 part of Defendants to maintain their secrecy.

2 201. As a direct and proximate result of Defendants' actions to Peninsula, Peninsula  
3 suffered and continues to suffer damages, including harm to its business, goodwill and reputation,  
4 in an amount to be proven at trial.

5 202. Defendants committed the acts alleged maliciously, fraudulently, and oppressively,  
6 with the wrongful intention of injuring Peninsula, from an improper and evil motive amounting to  
7 malice, and in conscious disregard of Peninsula's rights. Peninsula is thus entitled to recover from  
8 Defendants exemplary damages in the form of twice the sum of the compensatory damages as  
9 provided by California Civil Code section 3426.3(c), plus an award of reasonable attorneys' fees  
10 as provided by California Civil Code section 3426.4, in amounts according to proof at trial.

11 203. The wrongful conduct of Defendants in (a) misappropriating Peninsula's trade  
12 secrets and (b) continuing to disclose and/or utilize said information for their own benefit and to  
13 the detriment of Peninsula's business, unless and until enjoined and restrained by an Order of this  
14 Court, will cause great and irreparable damage in the loss of Peninsula's clients and the loss of  
15 Peninsula's reputation and goodwill in the hotel business. Peninsula has no adequate remedy at  
16 law for such present and future harm, and is therefore entitled to preliminary and permanent  
17 injunctive relief against Defendants to prohibit such inevitable harm under California Civil Code  
18 section 3426.2.

19 **FOURTH CAUSE OF ACTION**

20 **(Violation of California Unfair Competition Law Against Tasco)**

21 204. Peninsula re-alleges and incorporates by reference herein the allegations of this  
22 complaint as set forth above, except that Peninsula does not allege that this cause of action is  
23 based on the misappropriation of any trade secret.

24 205. The Unfair Competition Law ("UCL"), California Business and Professions Code  
25 sections 17200 *et seq.*, prohibits any person from engaging in unfair competition as that term is  
26 defined in California Business and Professions Code section 17200, which includes any  
27 "unlawful, unfair or fraudulent business act or practice," "unfair, deceptive, untrue or misleading  
28 advertising," and any act prohibited by Chapter 1 (commencing with section 17500) of Part 3 of



1 Division 7 of the California Business and Professions Code.

2 206. Tasco's acts and practices alleged herein, including, among other things, breach of  
3 contract excluding any breach based on misappropriation of any trade secret, breach of duty of  
4 loyalty and breach of fiduciary duty as set forth above, constitute unlawful, fraudulent, and/or  
5 unfair business acts and practices within the meaning of the UCL and California common law.  
6 Such conduct is ongoing and continues to this date.

7 207. Pursuant to California Business and Professions Code sections 17203 and 17204,  
8 Peninsula is empowered to compel Tasco to restore to Peninsula the money or property that Tasco  
9 acquired as a result of any act which constitutes unfair competition.

### 10 **FIFTH CAUSE OF ACTION**

#### 11 **(Intentional Inference With Prospective Economic Relations Against Tasco)**

12 208. Peninsula re-alleges and incorporates by reference herein the allegations of this  
13 complaint as set forth above, except that Peninsula does not allege that this cause of action is  
14 based on the misappropriation of any trade secret.

15 209. Peninsula is informed and believes, and thereon alleges, that Tasco wrongfully  
16 interfered with the ongoing prospective economic relations between Peninsula and its guests and  
17 employees, including but not limited to as set forth above. Peninsula has developed valuable and  
18 significant business relationships with its guests and employees. These relationships have a  
19 probability of future economic benefit flowing to Peninsula. At all material times, Tasco was  
20 aware of these economic relationships between Peninsula and its guests and employees.

21 210. Peninsula is informed and believes, and thereon alleges, that Tasco committed  
22 intentional and wrongful acts designed to interfere with or disrupt the prospective economic  
23 relations between Peninsula and its guests and employees by, among other things: (1) inducing or  
24 conspiring to induce multiple Peninsula employees to leave Peninsula to work for the Waldorf  
25 Hotel; and (2) self-dealing and usurping corporate opportunities.

26 211. Peninsula is informed and believes, and thereon alleges, that Tasco's intentional  
27 acts of interference have resulted in actual interferences or disruptions to the ongoing and  
28 prospective economic relations between Peninsula and one or more of its guests and employees.

212. Peninsula is informed and believes, and thereon alleges, that Tasco's intentional acts of interference have proximately caused damage to Peninsula in an amount to be proven at trial.

#### **SIXTH CAUSE OF ACTION**

##### **(Inducing Breach of Contract Against the Hilton Defendants)**

213. Peninsula re-alleges and incorporates by reference herein the allegations of this complaint as set forth above, except that Peninsula does not allege that this cause of action is based on the misappropriation of any trade secret.

214. Peninsula and Tasco entered into the Confidentiality Agreement on or about November 11, 2013.

215. The Hilton Defendants each are, and at all relevant times were, aware that Tasco had contractual obligations to Peninsula.

216. The Hilton Defendants intentionally engaged in a course of conduct calculated to induce Tasco to breach his Confidentiality Agreement with Peninsula, including, but not limited to, by requesting or otherwise causing Tasco to access, use, or otherwise disclose Peninsula's confidential, proprietary information and materials to the Hilton Defendants for the benefit of the Hilton Defendants and the Waldorf Hotel.

217. As an actual and proximate result of the Hilton Defendants' conduct, Peninsula has suffered actual and/or consequential damages in an amount to be proven at trial.

218. Peninsula alleges that the Hilton Defendants are continuing to substantially assist and encourage Tasco to engage in acts of misappropriation and unlawful dissemination, to Peninsula's detriment. Peninsula has no adequate remedy at law to compel the Hilton Defendants to cease their unlawful acts. Accordingly, Peninsula is entitled to temporary, preliminary, and permanent injunctive relief.

#### **SEVENTH CAUSE OF ACTION**

##### **(Aiding and Abetting Breach of Fiduciary Duty Against the Hilton Defendants)**

219. Peninsula re-alleges and incorporates by reference herein the allegations of this complaint as set forth above, except that Peninsula does not allege that this cause of action is

1 based on the misappropriation of any trade secret.

2 220. Peninsula is informed and believes and thereon alleges that at all relevant times, the  
3 Hilton Defendants were each aware that Tasco had owed a fiduciary duty to Peninsula.

4 221. Peninsula is informed and believes and thereon alleges that at all relevant times, the  
5 Hilton Defendants were each aware that Tasco's conduct constituted a breach of his fiduciary duty  
6 to Peninsula.

7 222. The Hilton Defendants each provided substantial assistance and encouragement to  
8 Tasco to breach his fiduciary duty to Peninsula by, among other things, inducing multiple  
9 Peninsula employees to leave Peninsula to work at the Waldorf Hotel.

10 223. As a direct and proximate result of said aiding and abetting a breach of fiduciary  
11 duty, Peninsula has suffered damages in an amount to be determined at trial.

12 224. The Hilton Defendants are each guilty of oppression and malice by aiding and  
13 abetting breach of fiduciary duty. Peninsula is therefore entitled to punitive damages in an amount  
14 appropriate to punish the Hilton Defendants and deter similar unlawful conduct.

15 **EIGHTH CAUSE OF ACTION**

16 **(Fraud Against Tasco)**

17 225. Peninsula re-alleges and incorporates by reference herein the allegations of this  
18 complaint as set forth above, except that Peninsula does not allege that this cause of action is  
19 based on the misappropriation of any trade secret.

20 226. As alleged herein, Tasco made multiple false representations of material fact,  
21 including, but not limited to:

- 22 • Signing an exit checklist falsely attesting that he had returned all Peninsula  
23 property and confidential information to Peninsula.
- 24 • Falsely representing that he would abide by the Confidentiality Agreement  
25 following his departure.

26 227. Tasco knew that these representations were false at the time that he made them.

27 228. Tasco intended that Peninsula rely on his false representations. His intention in  
28 making the representations was to hide his disclosure of confidential information to his new

1 employers.

2 229. Peninsula reasonably relied on Tasco's false representations. It had no reason to  
3 believe that Tasco would not abide by his written affirmations.

4 230. As a direct and proximate result of Tasco's fraud, Peninsula has suffered damages  
5 in an amount to be determined at trial.

6 231. Tasco is guilty of oppression and malice by his fraud. Peninsula is therefore  
7 entitled to punitive damages in an amount appropriate to punish Tasco and deter similar unlawful  
8 conduct.

9 **NINTH CAUSE OF ACTION**

10 **(Aiding and Abetting Fraud Against the Hilton Defendants)**

11 232. Peninsula re-alleges and incorporates by reference herein the allegations of this  
12 complaint as set forth above, except that Peninsula does not allege that this cause of action is  
13 based on the misappropriation of any trade secret.

14 233. As alleged above, Tasco made multiple false representations of material fact,  
15 including, but not limited to:

- 16 • Signing an exit checklist falsely attesting that he had returned all Peninsula  
17 property and confidential information to Peninsula.
- 18 • Falsely representing that he would abide by the Confidentiality Agreement  
19 following his departure.

20 234. At all relevant times, the Hilton Defendants were each aware of the false  
21 representations made by Tasco to Peninsula.

22 235. The Hilton Defendants each provided encouragement to Tasco to make such false  
23 representations to Peninsula.

24 236. The Hilton Defendants are each guilty of oppression and malice by aiding and  
25 abetting fraud. Peninsula is therefore entitled to punitive damages in an amount appropriate to  
26 punish the Hilton Defendants and deter similar unlawful conduct.

27 **PRAYER FOR RELIEF**

28 Peninsula therefore requests judgment as follows against Defendants:

1           1.       For compensatory, special, and consequential damages in the millions of dollars  
2 according to proof at trial.

3           2.       For an award of exemplary or punitive damages in an amount appropriate to punish  
4 and to make an example of Defendants, including but not limited to exemplary damages in the  
5 form of twice the sum of the compensatory damages as provided by California Civil Code section  
6 3426.3(c).

7           3.       For disgorgement of Defendants' ill-gotten gains resulting from the conduct alleged  
8 herein, in the millions of dollars according to proof at trial.

9           4.       For suitable temporary, preliminary, and permanent injunctive relief.

10          5.       For costs of suit and reasonable attorneys' fees (including, but not limited to,  
11 attorneys' fees as provided by California Civil Code section 3426.4) in amounts according to  
12 proof at trial.

13          6.       For pre- and post-judgment interest at the maximum legal rate.

14          7.       For a judicial declaration that Tasco continues to be bound by the covenants and  
15 promises made to Peninsula in connection with his employment, including, but not limited to,  
16 those setting forth Tasco's obligations with respect to Peninsula company property, data, and  
17 documents.

18          8.       For such other and further relief as the Court deems just and proper.

19 DATED: February \_\_, 2020

Respectfully submitted,

20 MILLER BARONDESS, LLP

21  
22 By: \_\_\_\_\_

23 LOUIS R. MILLER

24 Attorneys for Plaintiff and Cross-Defendant  
25 THE BELVEDERE HOTEL PARTNERSHIP  
26  
27  
28

**DEMAND FOR JURY TRIAL**

Peninsula hereby demands its action be tried to a jury.

DATED: February \_\_\_, 2020

MILLER BARONDESS, LLP

By: \_\_\_\_\_

LOUIS R. MILLER

Attorneys for Plaintiff and Cross-Defendant  
THE BELVEDERE HOTEL PARTNERSHIP

MILLER BARONDESS, LLP

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 1999 Avenue of the Stars, Suite 1000, Los Angeles, CA 90067.

On February 25, 2020, I served true copies of the following document(s) described as:

**PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR LEAVE TO FILE FOURTH AMENDED COMPLAINT**

on the interested parties in this action as follows:

**SEE ATTACHED SERVICE LIST**

**BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the document(s) to be sent from e-mail address aalamango@millerbarondess.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

**BY ELECTRONIC SERVICE:** I served the document(s) on the person listed in the Service List by submitting an electronic version of the document(s) to One Legal, LLC, through the user interface at www.onelegal.com.

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

Executed on February 25, 2020, at Los Angeles, California.



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Alexandria Alamango

**SERVICE LIST**

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LASC Case No. SC127379 – West District (Santa Monica Courthouse)  
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