

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
400 MCALLISTER STREET, SAN FRANCISCO, CA 94102

FILED
San Francisco County Superior Court
MAR 24 2022

BY: [Signature]
CLERK OF THE COURT
Deputy Clerk
Superior Court Case Number
CSM-21-864925
Small Claim Case Number

MARRIOTT INTERNATIONAL, INC.

APPELLANT(S)

VS.

BAHMAN SABOUNI

RESPONDENT(S)

Court Judgment-Small Claims Appeal

This cause came on regularly for trial on March 16, 2022 in Department 502
before the Honorable JEFFREY S. ROSS, Judge ~~Pro Tem~~ Presiding.
The Appellant appearing through counsel: Maria Lampasona, the
Respondent appearing with counsel Relani Belous
and evidence having being introduced, the cause was submitted for decision. See Attachment

[] AFFIRMED REVERSED

JUDGMENT IS ORDERED in favor of (name) BAHMAN SABOUNI
and against (name) MARRIOTT INTERNATIONAL, INC.

in the amount of :

\$ 1,000 PRINCIPAL
\$ _____ ATTORNEY FEES
\$ 75 COSTS
\$ 478 OTHER INTEREST SPECIFY
1,553 TOTAL

TERMS/OTHER ORDERS

The attachment to court judgment (2 pages)
is hereby incorporated.

The judgment on appeal is final and replaces the small claims judgment of 12-22-2021²⁹⁰⁸.
Exhibits are ordered returned pursuant to CCP 1952. The case is remanded back to Small Claims Court.

DATED: March 23, 2022

[Signature: Jeffrey S. Ross]
JUDGE ~~PRO TEM~~ OF THE SUPERIOR COURT
JEFFREY S. ROSS

Attachment to Court Judgment—Small Claims Appeal

Marriott International, Inc., appellant vs. Bahman Sabouni, respondent

CSM-21-864925

Marriott International, Inc. (Marriott) appeals from the December ^{29th}~~22~~, 2021 judgment awarding Bahman Sabouni (Sabouni) \$5,000 for Marriott's loss of Sabouni's possessions, contending that Civil Code¹ section 1859 limits its liability to Sabouni. Sabouni argues that section 1859 is inapplicable because he was not a guest.

The facts are undisputed. Sabouni had a reservation at the San Francisco Marriott Marquis on June 20, 2021. He arrived early and, because his room was not ready, he checked his baggage, received a claim check and departed. That afternoon a man went to the Marriott claiming that he checked his baggage but lost the claim check. The interaction was recorded on Marriott's surveillance equipment. Remarkably, without seeking any identification, a Marriott employee invited the man into the baggage room and allowed him to select the baggage he claimed to have checked. Sadly for Sabouni, Marriott gave the man all Sabouni's possessions including: a Briggs & Riley rollaway bag, a Tumi leather backpack, an iPad Pro, a MacBook Pro, a 4 TB hard drive, clothing toiletries and personal items, which Sabouni values at \$8,194.79. The Small Claims Court awarded Sabouni \$5,000. The court did not address the application of section 1859.

Notwithstanding Marriott's acknowledgment of its fault, rather than compensating its guest for a loss solely attributable to Marriott's conduct, Marriott relies on section 1859 and contends its exposure should be limited to \$500. Section 1859's limit of liability has not been revised to accord with the current value of luggage, clothing and most notably computer

¹ All statutory references are to the California Civil Code.



equipment and its data. One might expect Marriott to recognize the aberration and, in the interest of customer relations, to pay the judgment. Instead, Marriott appealed.

This is one of the rare instances where the law does not allow the court to achieve the equitable result as it must apply Section 1859. Contrary to Sabouni's contention, he had a reservation, checked his belongings as a guest, returned to the hotel, registered as a guest and stayed the night, albeit deprived of his possessions. Section 1859 applies and limits Marriott's liability for the loss to "one thousand dollars (\$1,000) in the aggregate." The court has no discretion to depart from the application of the statute. Having heard the evidence, I find that Sabouni deposited two traveling bags (containing clothing and personal items), an iPad Pro, and a MacBook Pro with a total value of \$8,194.79. However, section 1859 limits Marriott's liability to \$250 per item, and therefore the court is limited to awarding Sabouni \$1,000 for the loss of all of his possessions.

"A person who is entitled to recover damages certain, or capable of being made certain by calculation, and the right to recover which is vested in the person upon a particular day, is entitled also to recover interest thereon from that day . . . [¶] (I)nterest . . . shall not exceed 7 percent per annum." (Section 3287.) I find that the value of the possessions was \$8,194.79. While section 1859 limits Marriott's liability to \$1,000 in the aggregate for the lost items, interest on the full value of the lost property is calculated from the day of the loss, June 20, 2021. Interest for ten months, at the annual rate of 7% on \$8,194.79 totals \$ 478. Sabouni is also awarded costs in the amount of \$75 for a total judgment against Marriott in the amount of \$1553.

March 23, 2022

JEFFREY S. ROSS

