

**IN THE DISTRICT COURT OF  
LANCASTER COUNTY, NEBRASKA**

**STATE OF NEBRASKA, ex rel.  
DOUGLAS J. PETERSON,  
ATTORNEY GENERAL,**

Plaintiff,

v.

**HILTON DOPCO INC., a/k/a  
HILTON DOMESTIC  
OPERATING COMPANY INC.,**

Defendant.

Case No: CI 19 - 2366

**FINAL CONSENT  
JUDGMENT**

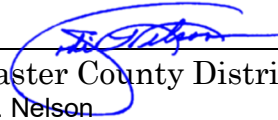
**NOW**, this matter comes before the Court on the incorporated and attached Agreement to Entry of Final Consent Judgment (“Agreement”) executed by and between Plaintiff, the State of Nebraska, and Defendant, Hilton Dopco Inc., a/k/a Hilton Domestic Operating Company Inc. (“Hilton”) (collectively, the “Parties”).

The Court, having considered the above-described Agreement, executed pursuant to the Nebraska Consumer Protection Act, Neb. Rev. Stat. § 59-1601 et seq. (“Consumer Protection Act”) and the Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-301 et seq. (“Uniform Deceptive Trade Practices Act”), concludes that good cause has been shown to enter a Final Consent Judgment.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Agreement to Entry of Final Consent Judgment executed on January 24, 2024, is approved. The Court adopts the provisions of the attached Agreement as the Order of this Court. The Court will retain jurisdiction for purposes of enforcing the Agreement as adopted.

DATED this 29th day of January, 2024.

BY THE COURT:

  
\_\_\_\_\_  
Lancaster County District Court Judge  
Jodi L. Nelson

Prepared and Submitted by:

Colin P. Snider, #27724  
Assistant Attorney General  
Consumer Protection Division  
Nebraska Attorney General's Office  
2115 State Capitol Building  
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*Counsel for the State of Nebraska*

Approved as to Form and Content by:

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*Local Counsel for Defendant*

**IN THE DISTRICT COURT OF  
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**AGREEMENT TO ENTRY OF  
FINAL CONSENT  
JUDGMENT**

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The State of Nebraska, ex rel. Douglas J. Peterson, Nebraska Attorney General, by and through the undersigned Assistant Attorney General (hereinafter "State of Nebraska", "Plaintiff", or "Nebraska Attorney General"), and Hilton Domestic Operating Company Inc., improperly identified in this complaint as Hilton Dopco Inc. ("Hilton"), have agreed to the stipulations and terms of this Agreement to Entry of Final Consent Judgment (hereinafter "Agreement") without admission of any facts or liability of any kind as alleged in Plaintiff's Amended Complaint.

**PARTIES**

1. Plaintiff is the State of Nebraska, ex rel. Douglas J. Peterson, Nebraska Attorney General. The Nebraska Attorney General is authorized to enforce the Consumer Protection Act, Neb. Rev. Stat. § 59-1601 et seq. and the Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-301 et seq.

2. Defendant, Hilton is a hospitality corporation that—directly and/or through its affiliates and subsidiaries—advertises and offers lodging to consumers at Affiliated Hotels, and Hilton operates

Hilton US Websites. Hilton's US Websites (a) advertise and offer reservations at Affiliated Hotels throughout the world; and (b) allow consumers to search for and secure reservations at Affiliated Hotels directly on Hilton's US Websites.

### **BACKGROUND**

3. The State alleges that Hilton misrepresented Room Rates, Mandatory Fees, or Total Price in its advertising to consumers by promoting room prices that did not include all Mandatory Fees that would be charged to consumers for a stay at Affiliated Hotels, and that such conduct constitutes unlawful, unfair, and/or deceptive trade practices prohibited by the Consumer Protection Act, Neb. Rev. Stat. § 59-1601 et seq., and the Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-301 et seq. ("Covered Conduct").

4. Hilton denies that it and/or its employees, subsidiaries, operators, licensees, franchisees, and/or owners of the Affiliated Hotels have violated any statute, regulation, decision, or other source of law in connection with the practices described in Paragraph 3. Hilton maintains that it did not and does not misrepresent Room Rates, Mandatory Fees, or Total Price and clearly disclosed all Mandatory Fees. Nothing contained herein may be taken as or construed to be an admission or concession of any violation of law or regulation, or of any other matter of fact or law, or of any liability or wrongdoing except as expressly required by state law.

### **STIPULATIONS**

5. The State and Hilton agree to and do not contest the entry of this Agreement.

6. At all times relevant to this matter, Hilton engaged in trade or commerce affecting consumers in Nebraska.

7. Hilton consents to jurisdiction and venue for purposes of entry of this Agreement as well as for the purpose of any subsequent action to enforce it.

## **JURISDICTION**

8. The Court finds it has jurisdiction over Hilton for purposes of entry of this Agreement as well as for the purpose of any subsequent action to enforce it.

9. The Court finds that it has jurisdiction over the subject matter and over the Parties for the purpose of entering and enforcing this Agreement. Further, the Court retains jurisdiction for the purpose of enabling the Parties to later apply to the Court for such further orders and relief as may be necessary for the construction, enforcement, execution, or satisfaction of this Agreement.

## **DEFINITIONS**

10. For the limited purposes of this Agreement, the following definitions shall apply:

- a. “Affiliated Hotels” shall mean any Lodging Establishment operating under Hilton’s brands that are owned, managed, leased, licensed, and/or franchised by Hilton or its hotel lodging subsidiaries.
- b. “Clear and Conspicuous” or “Clearly and Conspicuously” shall mean a statement that—regardless of the medium in which it is made—is readily understandable and presented in such size, color, contrast, duration and location compared to the other information with which it is presented that renders it readily apparent, readable, and understandable. An audio statement or disclosure shall be delivered in a volume and cadence sufficient for a consumer to hear and understand the entire statement or disclosure. A statement may not contradict or be inconsistent with any other information with which it is presented.

- c. The “Effective Date” of this Agreement shall be the date on which a Final Consent Judgment is entered by the Court approving this Agreement, pursuant to an Order of the Court.
- d. “Implementation Date” shall be as soon as reasonable, but no later than seven (7) months after the Effective Date, taking into account the comprehensive efforts required by Hilton to update multiple platforms and systems to ensure complete implementation.
- e. “Lodging Establishment” shall mean an inn, hotel, motel, or other similar establishment advertised on Hilton U.S. Website(s) in the United States that offers accommodations for a fee to transient guests for lodging or sleeping purposes.
- f. “Mandatory Fees” shall mean any fee, by any name, which consumers must pay in addition to the Room Rate in order to stay at a Lodging Establishment. For avoidance of doubt, this includes—but is not limited to—resort fees, destination fees, facility fees, amenity fees, and service fees, so long as they are mandatory, but does not include amounts required to be collected and passed on to any governmental or quasi-governmental entity, such as taxes or other government-imposed fees. Mandatory Fees also do not include damage deposits, or optional fees for additional benefits or services including, but not limited to, parking fees.
- g. “Parties” shall mean the State and Hilton, collectively as “Parties”, or individually as “Party.”
- h. “Room Rate” shall mean the nightly price that consumers are required to pay for lodging at a

Lodging Establishment, exclusive of Mandatory Fees and other amounts collected and passed on to any governmental or quasi-governmental entity, such as taxes or excise payments or other optional fees.

- i. “Total Price” shall mean the sum of at least (a) the Room Rate and (b) all Mandatory Fees.
- j. “Hilton US Website(s)” shall mean the website(s) Hilton operates to advertise or offer reservations directed to consumers in the United States and the corresponding mobile application that Hilton uses to advertise and offer reservations directed to consumers in the United States.

#### **APPLICATION**

11. The provisions of this Agreement apply to Hilton and its officers, directors, employees, agents, successors, assignees, merged or acquired entities, parent or controlling entities, and wholly-owned subsidiaries in connection with offers of lodging at Affiliated Hotels on Hilton US Websites. This Agreement shall not apply to negotiated corporate or group Room Rates, provided that there is a written contract signed by all parties that Clearly and Conspicuously discloses all applicable Mandatory Fees to be paid by the contracting party. A written contract signed by all parties includes electronic agreements and e-signatures.

#### **INJUNCTIVE RELIEF**

12. **GENERAL**: Hilton shall not engage in any unlawful, unfair, and/or deceptive trade practices in violation of the Consumer Protection Act or the Uniform Deceptive Trade Practices Act with respect to the advertising or offer of Room Rates, Mandatory Fees, or Total Price.

13. In connection with any advertisement or offer, whether written or oral, Hilton shall:
- a. not make any misrepresentations in connection with the advertising of Room Rates, Mandatory Fees, or Total Price;
  - b. inform consumers of all material facts, the omission of which would be likely to deceive or mislead consumers, in connection with the advertising of Room Rates, Mandatory Fees, or Total Price; and
  - c. not mislead consumers regarding Room Rates, Mandatory Fees, or Total Price that they will need to pay to obtain lodging.

The Parties agree that this Paragraph, for the purposes of interpreting and enforcing this Agreement, shall be interpreted and applied in a manner consistent with the Consumer Protection Act and the Uniform Deceptive Trade Practices Act.

14. **MOST PROMINENT DISPLAY:** In any advertisement or offer for lodging at Affiliated Hotels that includes a Room Rate that is created by or disseminated by Respondent, Hilton shall Clearly and Conspicuously disclose all Mandatory Fees and the Total Price. Additionally, in any written or electronic advertisement or offer that includes a Room Rate that is created by or disseminated by Hilton, the Total Price shall be the most prominently displayed price. Nothing contained in this Paragraph shall prevent Hilton from providing only the Total Price in any advertisement or offer, or separately stating or disclosing in such advertisement or offer the Room Rate and any Mandatory Fees in addition to the Total Price.

15. Hilton shall incorporate into appropriate training and guidance materials a requirement that, in any oral offer that includes a Room Rate, the Room Rate shall be accompanied by a Clear and Conspicuous disclosure of all Mandatory Fees and the Total Price.



16. SORT DISPLAY: Whenever Hilton displays room reservation search results on Hilton US Websites, and those results are sorted by price (*e.g.*, lowest to highest price), Hilton shall sort the results by the Total Price. For avoidance of doubt, nothing herein shall require Hilton to sort room reservation search results by price as the default sort order on Hilton US Websites.

17. TAXES DISPLAY: In any advertisement, price display, or offer that is created by or disseminated by Hilton that includes separate line items reflecting the elements of the price that a consumer will be asked to pay for lodging at an Affiliated Hotel, Hilton shall list any Mandatory Fees separately from taxes or other governmental or quasi-governmental entity imposed fees.

18. AMENITY DISPLAY: Before a consumer completes the process of booking a room reservation at an Affiliated Hotel through Hilton US Websites, Hilton shall Clearly and Conspicuously disclose some or all of the goods and services covered by any Mandatory Fee. Such disclosure may be made on a tablet or mobile device via a hyperlink to such disclosure that is in close proximity to the Mandatory Fee. In close proximity to this disclosure, Hilton shall also provide the means—via a telephone number, hyperlink, or other means—through which consumers may obtain information regarding the goods and services covered by any Mandatory Fee.

19. If the State receives a consumer complaint related to the terms of this Agreement, the State shall bring such complaint(s) to Hilton's attention by forwarding the complaint(s) to the person identified in Paragraph 29. Hilton shall have thirty (30) calendar days to respond to the complaint, or such other period of time exceeding 30 calendar days as specified by the State, and shall in good faith attempt to resolve any issue(s) identified in the complaint, which shall include providing notice to the State of how the complaint was explained or resolved.

20. Nothing contained herein shall prevent Hilton or its Affiliated Hotels from charging Mandatory Fees or from providing only the Total Price in any offer.

### **Third Party Compliance**

21. Hilton shall require that offers of lodging made by operators, licensees, franchisees, and owners of the Affiliated Hotels be made in a manner that is consistent with Paragraphs 6 through 12 of this Agreement.

22. Hilton shall require that franchisees and licensees provide Hilton with accurate pricing information including Room Rates, all Mandatory Fees, and descriptions of all amenities and services covered by such Mandatory Fees.

23. When communicating Total Price, Room Rates, Mandatory Fees, or amenities and services covered by Mandatory Fees, Hilton may rely on information provided by a franchisee or licensee, unless Hilton knows the information provided is misleading or incorrect.

24. If Hilton learns that any operator, licensee, franchisee, or owner of its Affiliated Hotels is violating a requirement in Paragraphs 12 through 18 of this Agreement, Hilton shall take appropriate action in its sole discretion against such operator, licensee, franchisee, or owner. Appropriate action shall be determined by the nature and circumstances of the violation including, but not limited to, the pattern and/or severity of the conduct, and any corrective action taken by the operator, licensee, franchisee, or owner.

25. Hilton shall provide accurate pricing information, including Room Rates, all Mandatory Fees, and the description of some or all of the services and amenities covered by such Mandatory Fees to online travel agencies and other third parties that have entered into an agreement with Hilton to provide consumers the ability to make reservations for Affiliated Hotels. When communicating Total Price,

Room Rates, Mandatory Fees, or amenities and services covered by Mandatory Fees to third parties, Hilton may rely on information provided by a franchisee or licensee, unless Hilton knows that the information is misleading or incorrect.

26. Nothing contained herein shall impose liability on Hilton if an advertisement price display or offer created by Hilton is modified or otherwise displayed, communicated, or conveyed by a third party in a manner inconsistent with the terms of the Agreement.

### **MONETARY RELIEF**

27. Hilton hereby agrees to pay Plaintiff the amount of Three Hundred Thousand Dollars (\$300,000.00), which Hilton shall send to the Nebraska Attorney General within ninety (90) days of the Effective Date. This payment to the Nebraska Attorney General shall be placed in the State Settlement Cash Fund and may be used for purposes that may include, but are not limited to, attorney's fees and other costs of investigation, future consumer protection enforcement, consumer education, litigation, to defray the costs of the inquiry leading hereto, or for other uses permitted by state law at the sole discretion of the Nebraska Attorney General.

### **RELEASE**

28. Upon the filing and Court approval of a duly executed version of this Agreement in the District Court of Lancaster County, Nebraska, the State shall release and discharge Hilton and each of its respective officers, directors, employees, agents, merged or acquired entities, parent or controlling entities, affiliates and subsidiaries, and their predecessors, successors, and assignees, from any and all claims, civil causes of action, demands, damages, restitution, penalties, fines, actions, and other causes of action that the State could have brought under the Consumer Protection Act and the Uniform Deceptive Trade Practices Act relating to the Covered Conduct prior to the Effective Date of this Agreement. Nothing contained in this Paragraph shall be construed to limit the ability of the State to enforce the obligations that

Hilton has under this Agreement. Notwithstanding any term of this Agreement, any and all of the following forms of liability are specifically reserved and excluded from the release contained herein as to any entity or person:

- a. Any criminal liability that any person or entity, including Hilton, has or may have to the State of Nebraska.
- b. Any civil or administrative liability that any person or entity, including Hilton, has or may have to the State of Nebraska under any statute, regulation or rule not expressly covered by the release contained herein, including but not limited to, any and all of the following claims:
  - i. State or federal antitrust violations;
  - ii. State or federal securities violations; or
  - iii. State or federal tax claims.

#### **MEET AND CONFER**

29. Within twenty (20) days of the Effective Date, Hilton shall designate a person or persons who the State may contact regarding any concerns about disclosures or representations regarding Total Price, Room Rates, or Mandatory Fees. Consistent with Hilton's legal obligations to safeguard the confidential or proprietary information of consumers and third parties, Hilton shall respond to any information or requests provided by the State within a reasonable period of time and shall cooperate in good faith with the State, including investigating any reports of alleged misleading representations regarding Total Price or Mandatory Fees that it receives from the State.

30. If the State determines that Hilton has failed to comply with any of the terms of this Agreement, and if in the State's sole discretion the failure to comply does not threaten the health or safety

of the citizens of the State of Nebraska and/or does not create an emergency requiring immediate action, the State exercising such discretion shall notify Hilton in writing of such failure to comply and Hilton shall then have thirty (30) days from receipt of such written notice to provide a good faith written response to the State. The response shall include, at a minimum, either:

- a. a statement explaining why Hilton believes that it is in full compliance with this Agreement; or
- b. a detailed explanation of how the alleged violation(s) occurred, and either
  - i. a statement that the alleged violation has been addressed and how, or
  - ii. a statement that the alleged violation cannot be reasonably addressed within thirty (30) days from receipt of the notice; however, it:
    - 1) has begun to take corrective action to address the alleged violation,
    - 2) is pursuing such corrective action with reasonable diligence, and
    - 3) has provided the State with a detailed and reasonable timetable for addressing the alleged violation.

Nothing herein shall prevent the State from agreeing in writing to provide Hilton with additional time beyond the thirty (30) day period to respond to the notice provided pursuant to this Paragraph.

31. Nothing herein shall be construed to exonerate any failure to comply with any provision of this Agreement after the Effective Date, or to compromise the authority of the State to initiate a proceeding for any failure to comply with this Agreement.

## GENERAL PROVISIONS

32. The requirements of Paragraphs 12 through 26 shall come into effect on the Implementation Date, except that following a merger or acquisition by Hilton of another lodging company or operation, Hilton shall have until the later of the Implementation Date or six (6) months, subject to extension upon agreement of the State, which agreement shall not be unreasonably withheld, following the date of closing of the merger or acquisition in which to bring the newly acquired properties into compliance with the requirements of the aforementioned Paragraphs.

33. NO ADMISSION: This Agreement is a compromised settlement of disputed issues and shall not be deemed or construed as: (a) an admission of the truth or falsity of any claims or allegations made herein or any potential claims; (b) an admission by Hilton that it has violated or breached any law, statute, regulation, term, provision, covenant or obligation of any agreement, decision, or other source of law; or (c) an acknowledgment or admission by the Parties of any duty, obligation, fault, or liability whatsoever to any other party or to any third party. This Agreement does not constitute a finding of law or fact, or any evidence supporting any such finding, by any court or agency that Hilton has engaged in any act or practice declared unlawful by any laws, rules, or regulations of any state. Hilton denies any liability or violation of law and enters into this Agreement without any admission of liability. To the extent that Hilton makes changes to its advertising or business acts, practices, policies, procedures, or materials to achieve or to facilitate conformance with this Agreement, the changes shall not be taken as or construed to be an admission by Hilton or its owners, franchisees, licensees, or any entity affiliated with its Lodging Establishments and/or Affiliated Hotels, of any kind, and shall not constitute or be used as evidence of the State's allegations of facts, Hilton's violation of any law, rule or regulation, or liability or wrongdoing, including an admission by Hilton that any of its advertising or business acts, practices, policies, procedures, or materials are or have been in violation of state law or regulation. It is

the intent of the Parties that this Agreement shall not be used as evidence or precedent in any action or proceeding, except an action to enforce this Agreement. This Agreement may only be enforced by the Parties hereto.

34. This Agreement does not supplant or in any way restrict Hilton's legal rights and ability to demand formal legal process to protect its consumers' privacy rights and/or to protect Hilton from potential liability for disclosing or sharing such information without legal process. In all other respects, Hilton hereby accepts and expressly waives any defect in connection with such service of process issued to Hilton by the State related to this Agreement.

35. This Agreement is entered into voluntarily by Hilton as its own free and voluntary act, without trial or adjudication of any issue of fact or law or finding of liability of any kind, and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed upon it by this Agreement, and Hilton consents to its entry without further notice. Further, this Agreement is the result of good faith negotiations, and the terms are fair and reasonable.

36. Hilton shall not cause or encourage third parties, or knowingly permit third parties acting on its behalf, to engage in acts or practices from which Hilton is prohibited by this Agreement. For the avoidance of doubt, Hilton would not violate this provision if it provides information in the ordinary course of business to third parties, and such third parties, on their own accord, display the information on their respective sites in a manner inconsistent with this Agreement without Hilton's knowledge, direction, or control.

37. This Agreement represents the full and complete terms of the settlement entered by the Parties. In any action undertaken by the Parties, neither prior versions of this Agreement nor prior versions of any of its terms that were not entered by a Court or agreed to by any Party may be introduced for any purpose whatsoever.

38. To seek modification of this Agreement to account for changes in technology or in the marketplace, or for any other reason, Hilton may send a written request for modification with a detailed explanation to the State. The State shall give such written request reasonable consideration and shall agree to meet and confer in good faith with Hilton within thirty (30) days of receiving such request. A resolution of such meet and confer efforts may include, but not be limited to, equitable modifications or suspension of certain terms in this Agreement. At the conclusion of this thirty (30) day period, Hilton reserves all rights to pursue any legal or equitable remedies that may be available to it. The State acknowledges that it is not its intent to cause Hilton to be at a material economic disadvantage as compared with other industry members whose business practices do not conform to the State's expectations under the terms of this Agreement.

- a. No waiver, modification, or amendment of the terms of this Agreement shall be valid or binding unless made in writing, signed by all Parties, and then only to the extent set forth in such written waiver, modification, or amendment. To the extent that state law requires a waiver, modification, or amendment of this Agreement to be approved and entered by a Court, the State and Hilton agree to use their best efforts to obtain Court approval.
- b. The State shall not take any action to enforce the terms of the particular provision for which a modification is being requested, other than for prior violations of said terms, with respect to such waiver, modification, or amendment while the Parties are seeking Court approval of the same, if required. In the event that Court approval and entry of a waiver, modification or amendment of this Agreement is required under state law and the Court does not approve such waiver, modification or amendment, said waiver, modification, or amendment shall be



null and void as to the State; provided, however, that nothing herein shall be construed to prohibit or otherwise restrict any Party's right to seek reconsideration or review of, or to appeal a decision not to approve, such waiver, modification, or amendment.

- c. Nothing in this Paragraph shall limit the State from pursuing any action against Hilton for failure to comply with this Agreement, nor shall it release liability for any violations prior to or during the waiver, modification, or amendment period.

39. This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

40. All notices sent pursuant to this Agreement should be sent via first class and electronic mail as follows unless a different address is specified in writing by the Party changing such address:

- a. For Hilton:

Antonio F. Dias  
Partner  
Jones Day  
600 Brickell Avenue  
Suite 3300  
Miami, FL 33131  
P. 305.714.9700 | F. 305.714.9799  
afdias@jonesday.com

Courtney L. Snyder  
Partner  
Jones Day  
500 Grant Street  
Suite 4500  
Pittsburgh, PA 15219  
P. 412.394.7910 | F. 412.394.7959  
clsnyder@jonesday.com

*With a copy to:*

Stephen Gangemi  
Vice President and Senior Counsel  
Hilton  
7930 Jones Branch Dr.  
McLean, VA 22102  
Stephen.Gangemi@hilton.com

b. For the State:

Colin P. Snider  
Assistant Attorney General  
Consumer Protection Division  
Nebraska Attorney General's Office  
2115 State Capitol Building  
Lincoln, NE 68509  
P: 402.471.7759  
colin.snider@nebraska.gov

*With a copy to:*

Justin C. McCully  
Assistant Attorney General  
Consumer Protection Division  
Nebraska Attorney General's Office  
2115 State Capitol Building  
Lincoln, NE 68509  
P: 402.471.9305  
justin.mccully@nebraska.gov

Nebraska Attorney General's Office  
Attn: Consumer Protection Bureau  
2115 State Capitol  
PO Box 98920  
Lincoln, NE 68509  
P: 402.471-3297  
ago.info.help@nebraska.gov

41. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

42. If any clause, provision, or section of this Agreement other than Paragraph 28 shall—for any reason—be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this Agreement and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.

43. Nothing in this Agreement shall be construed as relieving Hilton of the obligation to comply with all local, state, and federal laws, regulations, or rules, nor shall any of the provisions of this Agreement be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

44. Nothing in this Agreement shall be construed to confer or limit any private right of action that a consumer, person, or entity, or any cause of action that a local, state, federal, or other governmental entity, may hold against Hilton and/or its franchisees or licensees. Nothing in this provision shall be interpreted to permit multiple recoveries for the same harm or conduct.

45. Hilton shall not participate, directly or indirectly, in any activity or practice, or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part, that are prohibited in this Agreement or for any other purpose that would otherwise circumvent any part of this Agreement or the spirit or purposes of this Agreement.

46. If any clause, provision, or section of this Agreement shall, for any reason, be held illegal, invalid, or unenforceable against any Party, such clause, provision, or section of this Agreement shall be

illegal, invalid, or unenforceable against any other Party that enters a substantively identical Agreement with the State.

47. Each undersigned representative of Hilton and the State certifies that he or she is fully authorized to enter into this settlement agreement and legally bind such Party to its terms. The following signatures are affixed hereto as of the dates written below in agreement hereof. intending to be legally bound, the Parties have hereto set their hands and seals.

[SIGNATURES ON FOLLOWING PAGES]

Jointly Approved and Submitted for Entry by:

HILTON DOMESTIC OPERATING COMPANY INC.

*Defendant.*

BY: /s/ Owen Wilcox Date: 1/24/2024  
Owen Wilcox  
Secretary  
Hilton Domestic Operating Company Inc.

BY: /s/ Antonio F. Dias Date: 1/24/2024  
Antonio F. Dias FL Bar No. 1023755  
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600 Brickell Ave.  
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Miami, FL 33131  
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[clsnyder@jonesday.com](mailto:clsnyder@jonesday.com)

*Counsel for Defendant*

BY: /s/ Blake E. Johnson

Date: 1/24/2024

Blake E. Johnson #24158

Katherine J. Spohn #22979

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*Local Counsel for Defendant*

Jointly Approved and Submitted for Entry by:

THE STATE OF NEBRASKA, ex rel.  
MICHAEL T. HILGERS,  
Nebraska Attorney General

*Plaintiff.*

BY: Michael T. Hilgers, #24483  
Nebraska Attorney General

BY: /s/ Colin P. Snider  
Colin P. Snider, #27724  
Joseph M. Conrad, #27174  
Assistant Attorneys General  
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Nebraska Attorney General's Office  
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P: 402.471.1928 | F: 402.471.4725  
[colin.snider@nebraska.gov](mailto:colin.snider@nebraska.gov)  
[joseph.conrad@nebraska.gov](mailto:joseph.conrad@nebraska.gov)

Date: 1/22/2024

*Counsel for Plaintiff*

**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on January 30, 2024 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Katherine J Spohn  
katie@bruninglawgroup.com

Blake E Johnson  
blake@bruninglawgroup.com

Courtney Lyons Snyder  
clsnyder@jonesday.com

Carol A Hogan  
chogan@jonesday.com

Antonio F Dias  
afdias@jonesday.com

Michaela J Hohwieler  
michaela.hohwieler@nebraska.gov

Joseph M Conrad  
joseph.conrad@nebraska.gov

Colin P Snider  
snider.colin@gmail.com

Philip D Carlson  
Phil.Carlson@nebraska.gov

Date: January 30, 2024

BY THE COURT:



CLERK

