

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

**P.T. KARANG MAS SEJAHTERA**

**Plaintiff**

**v.**

**MARRIOTT INTERNATIONAL, INC.  
and THE RITZ-CARLTON HOTEL CO.**

**Defendants**

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**Civil No. PJM 05-787**

**ORDER**

The Court held a hearing and ruled on pending motions. Accordingly, for the reasons stated on the record, it is this 25th day of April, 2008

ORDERED:

- 1) Defendant Ritz Carlton's Third Motion for Judgment as a Matter of Law [Paper No. 258] is DENIED IN PART and DEFERRED IN PART;
  - a) The Motion is DEFERRED as to the amount of punitive damages to be awarded to Plaintiff KMS;
  - b) The parties SHALL submit supplemental briefing with respect to the amount of attorneys' fees Plaintiff has incurred in this action and SHALL inform the Court as to a proposed briefing schedule;
  - c) The Motion is DENIED in all other respects;
- 2) Defendants' Motion for Judgment as a Matter of Law [Paper No. 232] is deemed MOOT;
- 3) Defendants' Second Motion for Judgment as a Matter of Law [Paper No.

244] is deemed MOOT;

- 4) Plaintiff's Motion for Declaratory Judgment and Equitable Relief [Paper No. 263] is GRANTED IN PART and DENIED IN PART;
  - a) Specifically, the Motion is GRANTED as to Plaintiff's request for declaratory relief regarding its right to terminate the Amended Operating Agreement dated February 11, 2004 and its relationship with Ritz-Carlton and it is ADJUDGED, ORDERED and DECREED that Plaintiff has the right to terminate said Agreement with Ritz-Carlton; and
  - b) The Motion is DENIED as to Plaintiff's request for disgorgement and forfeiture of fees paid to Ritz-Carlton.

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**PETER J. MESSITTE**  
**UNITED STATES DISTRICT JUDGE**