

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
 BIRMINGHAM DIVISION**

RAM HOTEL MANAGEMENT LLC,)
 RAM HOSPITALITY LLC,)
 RAJCHANDRA HOTEL LLC,)
 RAM RIVERFRONT HOSPITALITY LLC,)
 RAM AUBURN HOSPITALITY, LLC)
 RAM MONTGOMERY HOSPITALITY, LLC)
 RAM EUFAULA HOSPITALITY, LLC)
 RAJGURU HOTEL LLC, RAM BIRMINGHAM)
 HOSPITALITY ONE, LLC, RAM)
 BIRMINGHAM HOSPITALITY TWO, LLC,)
 RAM HOTEL, LLC, RAM AUBURN)
 HOSPITALITY II, LLC, RAM MILLBROOK)
 HOSPITALITY, LLC, RAJSHRIMAD HOTEL,)
 LLC, RAJKRUPA HOTEL, LLC,)
 RAJBHAGWANT HOTEL, LLC,)
 RAJRAICHAND HOTEL, LLC, LANETT)
 HOTEL MANAGEMENT, LLC,)
 RAM PRATTVILLE HOSPITALITY, LLC,)
 RAJRISHAB HOTEL, LLC,)
 RAJSAMBHAV HOTEL, LLC, RAJAJIT)
 HOTEL, LLC,)
)
 Plaintiffs,)
)
 V.)
)
 HARTFORD FIRE INSURANCE)
 COMPANY, AND CITY OF BIRMINGHAM,)
)
 Defendants.)

CASE NO.: _____

JURY TRIAL DEMANDED

COMPLAINT FOR DECLARATORY JUDGMENT AND DAMAGES

THE PARTIES

1. The Plaintiffs in this action are twenty-one single-entity limited liability companies and their management company, RAM Hotel Management, LLC ("RAM Hotel Management"). Plaintiffs RAM Hotel Management and RajGuru Hotel, LLC are

foreign limited liability companies registered to conduct business in Alabama. All of the other Plaintiffs are Alabama limited liability companies.

2. The twenty-one single-entity limited liability company Plaintiffs each own a single hotel and conduct business at their locations in Alabama. Plaintiff RAM Hotel Management does business throughout Alabama. Plaintiffs RAM Birmingham Hospitality One, LLC (“RAM Hospitality One”), RAM Birmingham Hospitality Two, LLC (“Ram Hospitality Two”), RajSambhav Hotel, LLC (“RajSambhav Hotel”), and RajAjit Hotel, LLC (“RajAjit Hotel”) do business at their locations in or near the City of Birmingham, Alabama.

3. Defendant Hartford Fire Insurance Company (“Hartford”) is a foreign insurance company registered to conduct business in Alabama. At all times relevant hereto, Hartford conducted business in Jefferson County, Alabama.

4. Defendant City of Birmingham is a municipal corporation located in Jefferson County, Alabama.

JURISDICTION

5. This Court has jurisdiction pursuant to Alabama Code Section 12-11-30. The amount in controversy exceeds \$10,000 exclusive of interest and costs.

VENUE

6. Venue is proper in Jefferson County, Alabama pursuant to Alabama Code Sections 6-3-7 and 6-3-11. The City of Birmingham is located in Jefferson County, a substantial part of the events giving rise to the claim occurred in Jefferson County, four of the hotels that are the subject of this action are situated in Jefferson County and their

owners' principal offices in Alabama are located in Jefferson County, and Hartford has done business in Jefferson County at all times relevant hereto.

FACTUAL BACKGROUND

7. In 2019, Hartford issued a Special Multi-Flex Business Insurance Policy, no. 20 UUN KL7438, with a policy period of April 21, 2019 to April 21, 2020 (the "2019 Policy"). Plaintiff RAM Hotel Management is the named insured in the 2019 Policy. The 2019 Policy provided coverage for hotels located in Alabama and Georgia. Additional hotels located in Alabama and Georgia were added through subsequent endorsements to the 2019 Policy. As of March 4, 2020, a total of twenty-one hotels located in Alabama were covered by the 2019 Policy. The 2019 Policy refers to the hotels and the RAM Hotel Management corporate offices as "Scheduled Premises." Plaintiffs paid all premiums required to maintain the 2019 Policy.

8. Each of the twenty-one Alabama hotels is owned by a different single-entity limited liability company that is a Plaintiff in this action. Each of the twenty-one single-entity limited liability company Plaintiffs was named as an additional insured in the 2019 Policy or an endorsement thereto. A schedule showing the ownership of each hotel is attached hereto as Exhibit A.

9. The 2019 Policy was an "all-risk" policy that included business interruption insurance coverage. Business interruption insurance coverage is intended to indemnify the insured against losses arising from the inability to continue normal business operations and functions due to loss or damage suffered as a result of an insured hazard. In the 2019 Policy, the business interruption insurance coverage was called "Business Income and Extra Expense Coverage." Under this coverage, Hartford agreed

to:

pay up to the Business Income and Extra Expense Limit of Insurance . . . for the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur due to the necessary interruption of business operations during the Period of Restoration due to direct physical loss of or direct physical damage to property caused by or resulting from a Covered Cause of Loss at 'Scheduled Premises' where a limit of insurance is shown for Business Income and Extra Expense.

10. In the 2019 Policy, the limit of insurance (per occurrence) under the "Business Income and Extra Expense Coverage" was \$29,600,000. Through subsequent endorsements to the 2019 Policy, the limit was increased to \$37,880,000.

11. The "Business Income and Extra Expense Coverage" in the 2019 Policy included additional "Civil Authority" coverage, which extended the insurance:

to apply to the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur when access to your 'Scheduled Premises' is specifically prohibited by order of a civil authority as the direct result of a Covered Cause of Loss to property in the immediate area of the 'Scheduled Premises.'

12. The "Business Income and Extra Expense Coverage" in the 2019 Policy also included additional "'Fungus', Wet Rot, Dry Rot, Bacteria and Virus" coverage ("Virus Coverage"). The Virus Coverage applied whenever the presence of a virus resulted from a "specified cause of loss" other than fire or lightning or when the loss or damage was otherwise attributable to fungus, wet rot, dry rot, bacteria, or virus. The specified causes of loss were identified in the policy and included losses resulting from "vandalism." "Vandalism" is an undefined terms in the 2019 Policy, but generally means an act intended to result in damage to property or injury to persons.

13. The "Business Income and Extra Expense Coverage" in the 2019 Policy also included additional "Ingress and Egress" coverage ("Ingress and Egress"

coverage). The Ingress and Egress coverage provided coverage when a covered cause of loss to property at premises contiguous to any of the Scheduled Premises prohibited ingress and egress to the Scheduled Premises.

14. The 2019 Policy also provided extended income and future earnings coverages for business income losses incurred until business and income at the hotels are back to normal, up to two (2) years after the date of the cause of the loss.

15. In 2020, Hartford renewed policy no. 20 UUN KL7438 with a policy period of April 21, 2020 to April 21, 2021 (the “2020 Policy”). The 2020 Policy provides coverage to RAM Hotel Management, the twenty-one single-entity limited liability companies, and the “Scheduled Premises” that is substantially similar to the coverage provided in the 2019 Policy. At inception, the limit of insurance (per occurrence) under the “Business Income and Extra Expense Coverage” of the 2020 Policy was \$28,882,913. Plaintiffs have paid all premiums required to maintain the 2020 Policy. Plaintiffs were not involved in drafting the substantive provisions in the 2019 Policy or the 2020 Policy.

16. Sometime during or before 2019, the Chinese government was involved in developing, researching, and/or testing a novel “coronavirus,” now known as SARS-CoV-2, at one or more laboratories located in or around Wuhan, China. As a result of conduct intended to cause damage and/or injury to persons and/or property, the coronavirus was released from one or more laboratories and began to spread among the local population. Many people exposed to the coronavirus became ill with a communicable disease now known as COVID-19.

17. The coronavirus is transmitted through the air and through contact with

physical surfaces. It remains infectious for an extended period in the air and on physical surfaces. Its presence causes loss and damage by rendering the air and any contaminated physical surfaces unsafe and a potential source of infection.

18. In late 2019 or early 2020, the coronavirus migrated to the United States. The publication of instances of severe illness and death among aged or infirm persons stoked fears of an uncontrollable and apocalyptic pandemic. Those fears were based on an irrational belief that a significant number of people who become infected and develop COVID-19 will die. In fact, research shows that the infection fatality rate is something less than 1% among the entire population.

19. On or around March 13, 2020, the State of Alabama confirmed its first case of COVID-19. On that same date, Governor Kay Ivey declared a state of emergency for the State of Alabama. By doing so, Alabama fell in line with several other states that lacked adequate knowledge of the disease but had peremptorily declared a public health emergency based on irrational fear, not science.

20. On March 24, 2020, the City of Birmingham adopted a “shelter in place” ordinance that ordered residents to shelter in place due to the presence of the coronavirus. The order severely restricted residents’ ability to travel to, from, and within the City of Birmingham.

21. On April 3, 2020, the State of Alabama issued a shelter in place order, known as the “Stay at Home” order. The order severely restricted travel to and throughout Alabama.

22. Plaintiffs suffered direct physical loss and/or damage as a result of the coronavirus, COVID-19, the pandemic, the City of Birmingham’s shelter in place

ordinance, the State of Alabama's Stay at Home Order, and/or similar orders issued in other states. The presence of the coronavirus damaged the Scheduled Premises and rendered them, and the area and property around and contiguous to them, unsafe. The coronavirus, COVID-19, the governmental orders, and/or fear of the pandemic caused a severe drop in Plaintiffs' business as travelers who otherwise would stay at Plaintiffs' hotels stayed at home or made alternative lodging arrangements. Every Plaintiff suffered significant losses year over year due to a precipitous decline in room rentals. The significant losses Plaintiffs have suffered as a result of the coronavirus, COVID-19, the pandemic, and/or the governmental orders fall within the coverage provisions of the 2019 Policy and the 2020 Policy.

23. On or around May 1, 2020, Hartford's Agent/Broker, Marsh & McLennan Agency, LLC, provided Hartford with notice of claims under the 2019 Policy and the 2020 Policy on behalf of Plaintiffs due to loss and damage resulting from the coronavirus and the civil authority orders that interrupted Plaintiffs' business operations.

24. On or around May 8, 2020, Hartford denied the claim. Hartford took the position that it was not liable for any loss or damage related to the coronavirus or the civil authority orders. Counsel for Plaintiffs requested that Hartford reconsider the denial. Hartford did not respond.

25. Since Hartford denied the claim, Plaintiffs have continued to sustain damages. Plaintiffs calculated their lost profits as of October 31, 2020 to be in excess of \$13,000,000. Plaintiffs anticipate that before the disruptions caused by the coronavirus, COVID-19, the various shelter in place orders, the pandemic, and/or the fear and concern that has reduced travel in and to Alabama resolve and normal operations and

income are restored, their lost profits damages will exceed \$26,000,000. In addition, Plaintiffs have incurred substantial costs and expenses as a result of the coronavirus, the governmental orders, and/or the pandemic.

26. On September 23, 2020, Plaintiffs RAM Birmingham Hospitality One, LLC, RAM Birmingham Hospitality Two, LLC, RajSambhav Hotel, LLC, and RajAjit Hotel, LLC provided the City of Birmingham with statutory claim notices relating to losses and damages they have sustained as a result of the City of Birmingham's shelter in place ordinance.

27. Plaintiffs have satisfied all conditions precedent to the maintenance of this action.

COUNT ONE: DECLARATORY JUDGMENT

28. Plaintiffs adopt and incorporate paragraphs 1 through 27 as if fully set forth herein.

29. Plaintiffs seek a declaratory judgment relating to the present controversy. A bona fide, actual, and present practical need exists for a declaratory judgment regarding Hartford's obligations under the 2019 Policy and the 2020 Policy. Plaintiffs and Hartford have actual, present, adverse, and antagonistic interests in the subject matter of the relief Plaintiffs request.

30. The 2019 Policy and the 2020 Policy provide all risk coverage for the losses and damages caused by the coronavirus, COVID-19, the pandemic, the various shelter in place and stay at home orders issued by state and local governments, and/or the public's general fear of the pandemic. Plaintiffs' reasonable expectations were that the insurance policies would provide coverage for loss and damage resulting from

viruses, communicable diseases, and governmental orders that resulted in the interruption of their businesses. This includes the current coronavirus, the pandemic, and/or the shelter in place orders.

31. Plaintiffs sustained loss and damage as a direct result of the presence of the coronavirus and COVID-19, the governmental orders, and/or fear of the pandemic among the population. The coronavirus caused loss and/or damage to Plaintiffs' hotels. Due to the virus' presence, governmental orders, and/or the pandemic, individuals who otherwise would stay at Plaintiffs' hotels did not travel or made alternative lodging arrangements, resulting in an "interruption" of business operations at the hotels, as that term is defined in the 2019 Policy and the 2020 Policy.

32. The 2019 Policy and the 2020 Policy do not contain any exclusions for loss or damage resulting from the coronavirus, COVID-19, communicable diseases, a pandemic, governmental orders, or fear of a pandemic. Such loss and damage does not logically align with any exclusion found in the 2019 Policy or the 2020 Policy. The policies' virus exclusion does not apply because the loss or damage falls outside the scope of the exclusion and/or within the scope of the Virus Coverage. Neither the virus exclusion nor any other exclusion specifically precludes coverage for the coronavirus, COVID-19, communicable diseases, a pandemic, governmental orders, or fear of a pandemic. No other exclusion contained in the 2019 Policy or the 2020 Policy precludes coverage.

33. The Virus Coverage provides coverage for Plaintiffs' losses. The presence of the coronavirus resulted from an act of vandalism that allowed the coronavirus to escape into the general population, ultimately migrating to the United States. Vandalism

is a “specified cause of loss” under both the 2019 Policy and the 2020 Policy. Alternatively, Plaintiffs’ losses and damages otherwise resulted from the virus and therefore fall within the Virus Coverage provision.

34. The coronavirus’ presence also caused loss and damage to property throughout the state, including areas immediately surrounding each of the Scheduled Premises. As a result of the presence of the coronavirus, COVID-19, the pandemic, and/or fear of the pandemic, the City of Birmingham, the State of Alabama, and other state and local governments issued shelter in place and stay at home orders. The orders prevented and/or sufficiently discouraged individuals who otherwise would have lodged at Plaintiffs’ hotels from traveling or caused them to make other lodging arrangements. Plaintiffs’ losses and/or damages resulting from the orders fall within the scope of the Civil Authority coverage provided by the 2019 Policy and the 2020 Policy.

35. The coronavirus’ presence also caused loss and/or damage to property and premises contiguous to the Scheduled Premises. As a result, ingress and egress to the Scheduled Premises was prohibited, and Plaintiffs suffered losses and damages caused by a significant reduction in the numbers of hotel guests.

36. Plaintiffs purchased the 2019 Policy and the 2020 Policy expecting to be insured against losses, including, without limitation, business income losses at the Scheduled Premises.

37. Plaintiffs purchased the 2019 Policy and the 2020 Policy with the expectation that they were purchasing policies that would provide coverage in the event their businesses were interrupted and/or they incurred extra expenses as a result of damages caused by COVID-19, the governmental orders, and the pandemic.

38. Plaintiffs had a reasonable expectation that their policies' business interruption coverage applied where a civil authority issued orders such as the stay at home orders issued by local and state governments such as the City of Birmingham, the State of Alabama, and others throughout the nation that resulted in the interruption of Plaintiffs' business and caused Plaintiffs to incur extra expenses.

WHEREFORE, Plaintiffs demand a judgment in their favor declaring:

A. That the coronavirus, COVID-19, the governmental orders, the pandemic, and/or the public's fear of the pandemic have caused direct physical loss and/or direct physical damage to Plaintiffs' hotels and to property contiguous to and in the immediate area of Plaintiffs' hotels;

B. That the 2019 Policy and the 2020 Policy provide coverage for the losses and/or damage sustained by Plaintiffs' hotels;

C. That the Virus Coverage provides coverage for the losses and/or damage sustained by Plaintiffs' hotels;

D. That the Civil Authority coverage provides coverage for the losses and/or damage sustained by Plaintiffs' hotels;

E. That the Ingress and Egress coverage provides coverage for the losses and/or damages sustained by Plaintiffs' hotels;

F. That the extended income and future earnings provisions extend the coverages provided by the 2019 Policy and the 2020 Policy to such time as Plaintiffs' hotels' normal operations and profits are restored, up to two years following the date of the cause of the loss.

G. That no exclusion precludes coverage for the losses and/or

damage sustained by Plaintiffs' hotels.

Plaintiffs also seek costs, attorneys' fees, and such further relief as the Court deems just and equitable.

COUNT TWO: BREACH OF CONTRACT

39. Plaintiffs adopt and incorporate paragraphs 1 through 38 as if fully set forth herein.

40. Hartford breached the 2019 Policy and the 2020 Policy by: (1) failing to pay for Plaintiffs' actual business income losses and extra expenses incurred due to the necessary interruption of their business operations; (2) denying liability under the Business Income and Extra Expense Coverage provided by the 2019 Policy and the 2020 Policy; (3) denying liability under the Civil Authority coverage provisions of the 2019 Policy and the 2020 Policy; (4) denying liability under the Virus Coverage provided by the 2019 Policy and the 2020 Policy; and/or (5) relying on inapplicable and/or unenforceable policy exclusions to refuse to provide coverage for Plaintiffs' losses and damage.

41. Plaintiffs have sustained losses and damages as a result of Hartford's breach of the 2019 Policy and 2020 Policy. These include, without limitation, lost profits. Plaintiffs' lost profits to date have exceeded \$13,000,000 and are anticipated to exceed \$26,000,000.

WHEREFORE, Plaintiffs demand judgment against Hartford for compensatory damages, including, without limitation, lost profits, in an amount to be determined by a jury as a result of Hartford's breach of the 2019 Policy and the 2020 Policy. Plaintiffs also seek costs, expenses, attorneys' fees, and such further relief that the Court deems

just and equitable.

COUNT THREE: BAD FAITH

42. Plaintiffs adopt and incorporate paragraphs 1 through 41 as if fully set forth herein.

43. Hartford owed Plaintiffs a duty of good faith with respect to its performance of its contractual obligations under the 2019 Policy and the 2020 Policy.

44. Hartford breached its duty of good faith in the performance of its obligations under the 2019 Policy and the 2020 Policy. Hartford knew that it had no legitimate basis for refusing to provide coverage. Further, Hartford failed to conduct a material or adequate investigation of Plaintiffs' claims, applied an unreasonably restrictive construction to the policies' coverage provisions, applied an unreasonably broad construction to the policies' exclusions, failed to properly evaluate the claims, created its own debatable reason for denying the claims, and/or relied on ambiguous, inapplicable, and/or unenforceable policy provisions in an effort to avoid performance of its contractual obligations and deny the claims. Hartford's conduct constituted a bad faith breach of the 2019 Policy and the 2020 Policy.

45. Plaintiffs have sustained damages as a result of Hartford's breach of its obligation of good faith.

46. Hartford is liable to Plaintiffs for bad faith denial of coverage under the 2019 Policy and the 2020 Policy.

WHEREFORE, Plaintiffs demand judgment against Hartford for compensatory and punitive damages, including, without limitation, lost profits, in an amount to be determined by a jury. Plaintiffs also seek costs, expenses, attorneys' fees, and such

further relief that the Court deems just and equitable.

**COUNT FOUR: NEGLIGENT AND CARELESS CONDUCT
BY THE CITY OF BIRMINGHAM**

47. Plaintiffs adopt and incorporate paragraphs 1 through 46 as if fully set forth herein.

48. The City of Birmingham negligently and/or carelessly adopted the shelter in place ordinance. The City of Birmingham failed to investigate adequately the harm the coronavirus posed to the public and the harm a shelter in place ordinance would pose to the economic interests of businesses such as Plaintiffs that rely on individuals' freedom to travel.

49. The City of Birmingham owed duties to Plaintiffs RAM Birmingham Hospitality One, RAM Birmingham Hospitality Two, RajSambhav Hotel, and RajAjit Hotel adequately and properly to consider the economic harm the shelter in place ordinance would cause to these businesses, and breached its duty by failing to do so. The City of Birmingham failed to tailor its "shelter in place" ordinance to protect Plaintiffs' business interests. The City of Birmingham should have adopted less restrictive methods for addressing the spread of the coronavirus, by limiting the order to ordering mask wearing, social distancing, temperature taking, and/or other less restrictive ways to curb the coronavirus's spread rather than including in its ordinance an order that individuals shelter in place. Any additional protection gained by ordering citizens to shelter in place was marginal in relation to the substantial disruption that occurred to the economy and to Plaintiffs' businesses as a result of the order to shelter in place.

50. As a direct and proximate result of the City of Birmingham's wrongful adoption of the shelter in place ordinance, Plaintiffs RAM Birmingham Hospitality One, RAM Birmingham Hospitality Two, RajSambhav Hotel, and RajAjit Hotel have suffered loss and damage. Hotel revenues and profits dropped significantly following the imposition of the shelter in place ordinance, and Plaintiffs RAM Birmingham Hospitality One, RAM Birmingham Hospitality Two, RajSambhav Hotel, and RajAjit Hotel incurred extra expenses as a result of the ordinance. They continue to lose revenue and incur extra expense as a result of the City of Birmingham's shelter in place order.

51. The City of Birmingham is liable to Plaintiffs RAM Birmingham Hospitality One, RAM Birmingham Hospitality Two, RajSambhav Hotel, and RajAjit Hotel for the losses and damages caused by the City of Birmingham's wrongful conduct.

WHEREFORE, Plaintiffs RAM Birmingham Hospitality One, RAM Birmingham Hospitality Two, RajSambhav Hotel, and RajAjit Hotel demand judgment against the City of Birmingham for damages, including, without limitation, lost profits, in an amount to be determined by a jury. Plaintiffs also seek costs, expenses, attorneys' fees, and such further relief that the Court deems just and equitable.

COUNT FIVE: NEGLIGENT AND ARBITRARY VIOLATION OF STANDARDS ESTABLISHED BY STATUTORY LAW BY THE CITY OF BIRMINGHAM

52. Plaintiffs adopt and incorporate paragraphs 1 through 51 as if fully set forth herein.

53. The City of Birmingham negligently and/or arbitrarily adopted the shelter in place ordinance in violation of Alabama statutory law including, without limitation, the Alabama Constitution's due process provisions and Sections 31-9-2, 31-9-10 and 11-47-131 of the Alabama Code. In addition, Plaintiffs RAM Birmingham Hospitality One,

RAM Birmingham Hospitality Two, RajSambhav Hotel, and RajAjit Hotel were denied a meaningful opportunity to be heard before the City of Birmingham adopted the shelter in place ordinance,

54. As a direct and proximate result of the City of Birmingham's wrongful adoption of the shelter in place ordinance, Plaintiffs RAM Birmingham Hospitality One, RAM Birmingham Hospitality Two, RajSambhav Hotel, and RajAjit Hotel have suffered, and continue to suffer, losses and damages, including, without limitation, lost profits.

55. The City of Birmingham is liable to Plaintiffs RAM Birmingham Hospitality One, RAM Birmingham Hospitality Two, RajSambhav Hotel, and RajAjit Hotel for the losses and damages caused by the City of Birmingham's wrongful conduct.

WHEREFORE, Plaintiffs RAM Birmingham Hospitality One, RAM Birmingham Hospitality Two, RajSambhav Hotel, and RajAjit Hotel demand judgment against the City of Birmingham for damages, including, without limitation, lost profits, in an amount to be determined by a jury. Plaintiffs also seek costs, expenses, attorneys' fees, and such further relief that the Court deems just and equitable.

Respectfully submitted,

s/ James A. Harris, III
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OF COUNSEL:

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Attorneys for Plaintiffs

JURY DEMAND

Plaintiffs demand a trial by struck jury.

s/James A. Harris, III
OF COUNSEL

DEFENDANTS TO BE SERVED BY PROCESS SERVER:

Hartford Fire Insurance Company
c/o Registered Agent – CT Corporation System
2 North Jackson Street, Suite 605
Montgomery, AL 36104

City of Birmingham
c/o Office of City Clerk
710 North 20th Street
Birmingham, AL 35203

ALABAMA HOTELS		
Entity	Hotel Brand	Property Address
RAM Hotel Management LLC	Corporate Office	233 12th St Suite 301 Columbus, GA 31901
RAM Hospitality LLC	Hampton Inn & Suites	620 Martin Luther King Jr Pkwy Phenix City, AL 36869
RajChandra Hotel LLC	Holiday Inn Express Hotel & Suites	1702 US Highway 280 Bypass Phenix City, AL 36867
RAM Riverfront Hospitality LLC	Courtyard by Marriott	1400 3rd Avenue Phenix City, AL 36867
RAM Auburn Hospitality, LLC	Courtyard by Marriott	2420 West Pace Blvd Auburn, AL 36832
RAM Montgomery Hospitality, LLC	Hilton Garden Inn	7665 EastChase Parkway Montgomery, AL 36117
RAM Eufaula Hospitality, LLC	Hampton Inn	29 Veterans Blvd Eufaula, AL 36027
RajGuru Hotel LLC	TownePlace Suites By Marriott	201 Retail Drive Dothan, AL 36303
RAM Hotel, LLC	TownePlace Suites By Marriott	2845 EastChase Lane Montgomery, AL 36117
RajKrupa Hotel, LLC	Candlewood Suites	9151 Boyd Cooper Pkwy Montgomery, AL 36117
RajShrimad Hotel LLC	Holiday Inn Express	9250 Boyd Cooper Pkwy Montgomery, AL 36117
RajBhagwant Hotel LLC	Holiday Inn Express	4090 Ross Clark Circle Dothan, AL 36303-5724
RajRaichand Hotel, LLC	Best Western	5225 Carmichael Road Montgomery, AL 36106
RAM Auburn Hospitality II, LLC	TRU by Hilton	2411 West Pace Blvd. Auburn, AL 36832
Lanett Hotel Management, LLC	Hampton Inn	4210 S. Phillips Road Lanett, AL 36863
RAM Birmingham Hospitality Two, LLC	Home2 Suites By Hilton	3920 Colonnade Parkway Birmingham, AL 35243
RAM Birmingham Hospitality One, LLC	FairField By Marriott	3930 Colonnade Parkway Birmingham, AL 35243
RAM Millbrook Hospitality, LLC	Spring Hill Suites By Marriott	100 Hospitality Lane Millbrook, AL 36054
RajRishab Hotel, LLC	Double Tree by Hilton	2740 Ross Clark Circle Dothan, AL 36301
RajAjit Hotel, LLC	Hilton Garden Inn	2090 Urban Center Pkwy, Birmingham, AL 35242
RajSambhav Hotel, LLC	Hilton Garden Inn	520 Wildwood Circle Drive North Birmingham, AL 35209
RAM Prattville Hospitality, LLC	TRU by Hilton	2633 Legends Parkway Prattville, AL 36066