

Receipt: 25000007170

OFFICIAL RECEIPT
ALEXANDRIA GEN DISTRICT COURT
MISCELLANEOUS

DATE: 12/08/2025 **TIME**: 15:42:39

CASE #: 510GGM250000047

TYPE: FULL PAYMENT

RECEIPT #: 25000007170 **TRANSACTION #:** 25120800029

REGISTER #: D322

ACCOUNT OF: BUTLER-EL, LAMONT RECEIVED OF: BUTLER-EL, LAMONT

CASHIER: CEC

CASH: \$20.00

DESCRIPTION 1: COPIES OF PLAINTIFF FILING GV22-6109

\$20.00	PHOTOCOPIES	131
PAID	DESCRIPTION	ACCOUNT

TENDERED: \$

AMOUNT PAID: \$

20.00

20.00

/

RECEIPT COPY 1 OF 3

VIRGINIA:

IN THE GENERAL DISTRICT COURT OF ALEXANDRIA CITY

MHF ALEXANDRIA OPERATING V LLC)
D/B/A RESIDENCE INN BY MARRIOTT,	
ALEXANDRIA OLD TOWN SOUTH	
c/o Eckert Seamans Cherin & Mellott, LLC	
1717 Pennsylvania Avenue, 12th Floor	
Washington, DC 20006	
Plaintiff,	
,	Case No.: 6122-6109
V	Return Date: January 27, 2023
	Return Time: 1:30 p.m.
LAMONT BUTLER-EL	
ROOM 1007	ALEXANDO:
RESIDENCE INN BY MARRIOTT, ALEXANDRIA	ALEXANDRIA GEMERAL DISTRICT COURT ATRUE COPY: the official recently of a
OLD TOWN SOUTH	Authorities CODISTRICT CO.
2345 Mill Road	The official and come
Alexandria VA 22214	
)	By: Marion Wallant.
Defendant,	By: Marion W Jackson, Clerk
2 VIVIANIALLY	Date: 128.25 Deputy Clerk
	Date: VIA.8.2 Deputy Clerk

PLAINTIFF'S BILL OF PARTICULARS

MHF Alexandria Operating V LLC d/b/a Residence Inn by Marriott, Alexandria Old Town South (the "Residence Inn" or "Plaintiff"), through its undersigned counsel, hereby files this Bill of Particulars for breach of contract, breach of lease/rental agreement, and recovery of possession and damages, and in support thereof states as follows:

- Defendant checked into a room at the Residence Inn located at 2345 Mill Road,
 Alexandria, VA 22314 on or about February 24, 2021, and Defendant is still residing in Room
 1007, 2345 Mill Road, Alexandria, VA 22314 (the "Dwelling").
- 2. Virginia Code § 55.1-1204 and § 55.1-1253 govern the terms and conditions of the agreement between Plaintiff and Defendant for the rental of the Dwelling (the "Rental Agreement").

- 3. Under the Rental Agreement, Defendant is required to pay rent at the applicable rate and the occupancy sales taxes at the applicable rate on the first day of each month (the "Rent").
- 4. Defendant failed to pay the Rent owed when it became due on multiple occasions, including but not limited to August 1, 2022, and therefore, Defendant breached the Rental Agreement and is in default.
- Plaintiff sent the required five (5) day notice to quit to Defendant (the "Notice to Quit dated December 6, 2022") by U.S. Mail and Certified Mail, Return Receipt Requested. A true and correct copy of the Notice to Quit dated December 6, 2022 is attached hereto as <u>Exhibit</u>

 1.
- 6. Defendant failed to pay the Rent that was owed within five (5) days of the Notice to Quit dated December 6, 2022, or at any time thereafter.
- 7. Plaintiff sent written notice of termination of the Rental Agreement to Defendant (the "Notice of Termination dated December 21, 2022") by U.S. Mail and Certified Mail, Return Receipt Requested. A true and correct copy of the Notice of Termination dated December 21, 2022, is attached hereto as Exhibit 2.
 - 8. Defendant has not yet vacated the Dwelling.
- 9. The amount owed for the time period of August 2022 through December 2022 is twenty-one thousand five hundred fifty-nine and 81/100 dollars (\$21,559.81) in Rent.
- 10. Defendant also made purchases from the Residence Inn's Market on or about June 15, 2021; July 24, 2021; July 29, 2021; March 15, 2022; June 28, 2022; June 29, 2022; July 5, 2022; July 7, 2022; July 8, 2022; July 10, 2022; and September 19, 2022 in the total amount of one hundred three and 20/100 dollars (\$103.20) (the "Market Charges"). Defendant also purchased data service on or about September 5, 2022 in the amount of ten and 59/100 dollars

- (\$10.59) (the "Data Service Charge"). These amounts were charged to the account associated with the Dwelling. Defendant is required to pay these amounts and he has failed to do so.
- 11. A true and accurate copy of the statement of account for Tenant containing the delinquent rent through December 31, 2022, the Market Charges, and the Data Service Charge, is attached hereto as Exhibit 3.
- 12. Pursuant to Virginia Code § 6.2-302, Plaintiff is also entitled to interest at the rate of 6% from the date the sums were due until paid.
- 13. Pursuant to Virginia Code § 55.1-1245(F) and § 55.1-1253(b), Plaintiff is entitled to reasonable attorneys' fees and court costs. Plaintiff will present evidence of its court costs and reasonable attorneys' fees at the trial of this matter.
- 14. As a direct and proximate result of Defendant's breach of the Rental Agreement and default, Plaintiff has suffered damages in the total amount of twenty-one thousand six hundred seventy-three and 60/100 (\$21,673.60) for unpaid Rent, the Market Charges and the Data Service Charge, plus interest, court costs and reasonable attorneys' fees, and Plaintiff is entitled to recover the full amount of its damages from Tenant
- 15. Rent is continuing to accrue at the rate of one hundred fifty and 25/100 (\$150.25) per day, and Plaintiff requests judgment for all amounts due as of the date of the hearing in this matter.
- 17. Pursuant to Virginia Code § 8.01-28, an authorized representative of Plaintiff signed the affidavit attached hereto as Exhibit 4, which is incorporated herein by this reference.

WHEREFORE, Plaintiff demands judgment against Defendant for possession of the Dwelling and judgment against Defendant for damages in an amount not less than twenty-one thousand six hundred seventy-three and 60/100 (\$21,673.60) as set forth above, plus rent accruing

after December 31, 2022, plus prejudgment and post-judgment interest on all sums recoverable at the rate of 6% from the date the sums were due until paid, plus Plaintiff's fees and costs of this action, including an award of Plaintiff's court costs and reasonable attorneys' fees.

Respectfully submitted,

ECKERT SEAMANS CHERIN & MELLOTT, LLC

By:

Edward J. Longosz, II (VSB#39411)

Jessica Glajch (VSB#83924)

1717 Pennsylvania Avenue, NW, 12th Floor

Washington, DC 20006

Tel: (202) 659-6600 Fax: (202) 659-6699

elongosz@eckertseamans.com

jglajch@eckertseamans.com

Attorneys for MHF Alexandria Operating V

LLC d/b/a Residence Inn by Marriott,

Alexandria Old Town South



Eckert Seamans Cherin & Mellott, LLC 1717 Pennsylvania Avenue, N.W. 12th Floor Washington, D.C. 20006 TEL 202 659 6600 FAX 202 659 6699 www.eckertseamans.com

> Jessica A. Glajch, Esq. Direct Dial No.: (202) 659-6672 jglajch@eckertseamans.com

December 6, 2022

Via U.S. Mail and Certified Mail, Return Receipt Requested

Lamont Butler-El
Room 1007
Residence Inn by Marriott, Alexandria
Old Town South
2345 Mill Road
Alexandria, VA 22314

Charles County Detention Center Lamont Butler-El POB 1690 La Plata, MD 20646

VIRGINIA FIVE (5) DAY NOTICE TO QUIT (NON-PAYMENT) Notice of Default – Failure to Pay Rent

Dear Mr. Butler-El:

Please be advised that this firm is counsel to your landlord, the Residence Inn by Marriott, Alexandria Old Town South (the "Residence Inn" or "Landlord") in connection with the dwelling located at Residence Inn by Marriott, Alexandria Old Town South, Room 1007 2345 Mill Road, Alexandria, VA 22314. In accordance with Section 55.1-1245 of the Code of Virginia, you are hereby notified that you are in default in the payment of rent as described below.

Rent for the period: August 2022-November 2022.

Total rent owed: \$17,227.30 Total amount due: \$17,227.30

We hereby demand you pay the above balance within five (5) days of the date this notice was mailed. If you fail to pay the full amount due to Landlord within five (5) days of the date this notice was mailed, you may be subject to immediate institution of eviction proceedings. You may then be liable for additional court costs and reasonable attorney fees. The full amount above must be paid to the Residence Inn by Marriott, Alexandria Old Town South, 2345 Mill Road, Alexandria, VA 22314 by December 11, 2022.

If the rent owed is not paid within five (5) days, Landlord has the right to terminate your rental agreement and regain possession of the property. If your rental agreement is terminated and you are evicted, Virginia law (Section 55.1-1251) gives Landlord a claim for damages for breach of your lease.

The above description of the amount outstanding shall not constitute a waiver of Landlord's right to make claim for additional amounts owed under the rental agreement. Further, nothing herein shall be deemed to be a waiver or relinquishment of any of Landlord's rights under the rental agreement and/or under applicable law, all of which rights are herein expressly reserved.

The telephone number and website address for the statewide LEGAL AID are as follows: 1-866-534-5243 or VaLegalAid.org

Demand is hereby made that you produce this Notice at the trial of any action between the parties.

Very Truly Yours,

Jepico a. Dlajd

Jessica A. Glajch

Counsel for Residence Inn by Marriott, Alexandria Old Town South

JAG

CERTIFICATE OF SERVICE

In accordance with Section 55.1-1245 of the Code of Virginia, I hereby certify that a true and correct copy of the foregoing was sent via U.S. mail, postage prepaid, and certified mail, return receipt requested, this 6th day of December 2022 to the following:

Lamont Butler-El Room 1007 Residence Inn by Marriott, Alexandria Old Town South 2345 Mill Road Alexandria, VA 22314

Charles County Detention Center Lamont Butler-El POB 1690 La Plata, MD 20646

> Joseph A. Bajch Jessica A. Glajch



Eckert Seamans Cherin & Mellott, LLC 1717 Pennsylvania Avenue, N.W. 12th Floor Washington, D.C. 20006 TEL 202 659 6600 FAX 202 659 6699 www.eckertseamans.com

> Jessica A. Glajch, Esq. Direct Dial No.: (202) 659-6672 jglajch@eckertseamans.com

December 21, 2022

Via U.S. Mail and Certified Mail, Return Receipt Requested

Lamont Butler-El Room 1007 Residence Inn by Marriott, Alexandria Old Town South 2345 Mill Road Alexandria, VA 22314 Charles County Detention Center Lamont Butler-El POB 1690 La Plata, MD 20646

NOTICE OF TERMINATION

Dear Mr. Butler-El:

Please be advised that this firm is counsel to your landlord, the Residence Inn by Marriott, Alexandria Old Town South (the "Residence Inn" or "Landlord") in connection with the dwelling located at Residence Inn by Marriott, Alexandria Old Town South, Room 1007, 2345 Mill Road, Alexandria, VA 22314.

You have failed to pay the overdue amount set forth in our prior Notice dated December 6, 2022 within five (5) days. Based upon this failure to pay the amount owed, Landlord is terminating your rental agreement and will be instituting eviction proceedings. Demand is made that you vacate and quit the dwelling located at Residence Inn by Marriott, Alexandria Old Town South, Room 1007, 2345 Mill Road, Alexandria, VA 22314.

At present, the sum of \$21,559.81 in rent and \$113.00 in other charges for a total of \$21,673.60 is outstanding. Any payments made by you shall be accepted with reservation, for use and occupancy only, without waiving this termination, reinstating any rental agreement, or creating a new tenancy. Nothing herein shall be deemed to be a waiver or relinquishment of any of Landlord's rights under the rental agreement and/or under applicable law, all of which rights are herein expressly reserved.

The telephone number and website address for the statewide LEGAL AID are as follows: 1-866-534-5243 or VaLegalAid.org

Demand is hereby made that you produce this Notice at the trial of any action between the parties.

Very Truly Yours,

poir a Rajon

Jessica A. Glajch

Counsel for Residence Inn by Marriott, Alexandria Old Town South

JAG

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing sent via U.S. mail, postage prepaid, and certified mail, return receipt requested, this 21st day of December 2022 to the following:

Lamont Butler-El Room 1007 Residence Inn by Marriott, Alexandria Old Town South 2345 Mill Road Alexandria, VA 22314

Charles County Detention Center Lamont Butler-El POB 1690 La Plata, MD 20646

Jessica A. Glajch

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VIRGINIA:

IN THE GENERAL DISTRICT COURT OF ALEXANDRIA CITY

MHF ALEXANDRIA OPERATING V LLC)	
D/B/A RESIDENCE INN BY MARRIOTT,	
ALEXANDRIA OLD TOWN SOUTH)	
c/o Eckert Seamans Cherin & Mellott, LLC)	
1717 Pennsylvania Avenue, 12th Floor	
Washington, DC 20006	
)	
Plaintiff,	C 20 1120
)	Case No.: <u>Cv22-6/09</u> Return Date:
v.)	
)	Return Time:
LAMONT BUTLER-EL)	
ROOM 1007	al re-
RESIDENCE INN BY MARRIOTT, ALEXANDRIA) LEXANDRIA CO
OLD TOWN SOUTH)	ALL A ENERAL DIS
2345 Mill Road	the anticated COPY TRICT COLL
Alexandria, VA 22314	ALEXANDRIA GENERAL DISTRICT COURT Authenticated and certified from the official records preserved in Marion W. Jackson
)	Mario this co present from
Defendant,	Jackson Jackson
	Jackson, Clerk
AFFIDAVIT IN SU	PPORT OF JOS Deputy of
SUMMONS FOR UNLAY	VFUL DETAINER OF OFFICE

This day, personally appeared before me the undersigned Notary Public, Meaghan Couch, who pursuant to the provisions of Virginia Code § 8.01-28, after being duly sworn upon her oath, deposed and stated as follows:

- 1. That she is the authorized representative and agent of the Plaintiff, MHF Alexandria Operating V LLC d/b/a Residence Inn by Marriott, Alexandria Old Town South (the "Residence Inn" or "Plaintiff"), and she has personal knowledge of all matters set forth in this Affidavit.
- 2. Defendant checked into a room at the Residence Inn located at 2345 Mill Road, Alexandria, VA 22314 on or about February 24, 2021, and Defendant is still residing in Room 1007, 2345 Mill Road, Alexandria, VA 22314 (the "Dwelling").

- 3. Under the laws of Virginia, an agreement existed between Plaintiff and Defendant for the rental of the Dwelling (the "Rental Agreement").
- 4. Under the Rental Agreement, Defendant is required to pay rent at the applicable rate and the occupancy sales taxes at the applicable rate on the first day of each month (the "Rent").
- 5. Defendant failed to pay the Rent owed when it became due on multiple occasions, including but not limited to August 1, 2022, and therefore, Defendant breached the Rental.

 Agreement and is in default.
- 6. Plaintiff sent the required five (5) day notice to quit to Defendant (the "Notice to Quit dated December 6, 2022") by U.S. Mail and Certified Mail, Return Receipt Requested. A true and correct copy of the Notice to Quit dated December 6, 2022 is attached to Plaintiff's Bill of Particulars as Exhibit 1.
- 7. Defendant failed to pay the Rent that was owed within five (5) days of the Notice to Quit dated December 6, 2022, or at any time thereafter.
- 8. Plaintiff sent written notice of termination of the Rental Agreement to Defendant (the "Notice of Termination dated December 21, 2022") by U.S. Mail and Certified Mail, Return Receipt Requested. A true and correct copy of the Notice of Termination dated December 21, 2022, is attached to Plaintiff's Bill of Particulars as Exhibit 2.
 - Defendant has not yet vacated the Dwelling.
- 10. The amount owed for the time period of August 2022 through December 2022 is twenty-one thousand five hundred fifty-nine and 81/100 dollars (\$21,559.81) in Rent.
- 11. Defendant also made purchases from the Residence Inn's Market on or about June 15, 2021; July 24, 2021; July 29, 2021; March 15, 2022; June 28, 2022; June 29, 2022; July 5, 2022; July 7, 2022; July 8, 2022; July 10, 2022; and September 19, 2022 in the total amount of

one hundred three and 20/100 dollars (\$103.20) (the "Market Charges"). Defendant also purchased data service on or about September 5, 2022 in the amount of ten and 59/100 dollars (\$10.59) (the "Data Service Charge"). These amounts were charged to the account associated with the Dwelling. Defendant is required to pay these amounts and he has failed to do so.

- 12. A true and accurate copy of the statement of account for Tenant containing the delinquent rent through December 31, 2022, the Market Charges, and the Data Service Charge, is attached to Plaintiff's Bill of Particulars as Exhibit 3.
- 13. Pursuant to Virginia Code § 6.2-302, Plaintiff is also entitled to interest at the rate of 6% from the date the sums were due until paid.
- 14. Pursuant to Virginia Code § 55.1-1245(F) and § 55.1-1253(b), Plaintiff is entitled to reasonable attorneys' fees and court costs. Plaintiff will present evidence of its court costs and reasonable attorneys' fees at the trial of this matter.
- 15. As a direct and proximate result of Defendant's breach of the Rental Agreement and default, Plaintiff has suffered damages in the total amount of twenty-one thousand six hundred seventy-three and 60/100 (\$21,673.60) for unpaid Rent, the Market Charges and the Data Service Charge, plus interest, court costs and reasonable attorneys' fees, and Plaintiff is entitled to recover the full amount of its damages from Tenant.
- 16. Rent is continuing to accrue at the rate of one hundred fifty and 25/100 (\$150.25) per day, and Plaintiff is entitled to recover all amounts due as of the date of the hearing in this matter.

FURTHER AFFIANT SAYETH NOT.

MHF Alexandria Operating V LLC d/b/a Residence Inn by Marriott, Alexandria Old Town South

By: Meaghan Couch, General Manager at MHF Alexandria
Operating V LLC d/b/a Residence Inn by Marriott,
Alexandria Old Town South

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Alexandin' a LIA

to-wit:

I, the undersigned, a Notary Public in and for the City/County and State aforesaid, do hereby certify that <u>Waynam</u>, whose name is signed to the foregoing Affidavit, has acknowledged the same before me in my City/County and State aforesaid.

Given under my hand this 22 day of December 2022.

My Camunission Expans:

Notary Public

VIRGINIA:

IN THE GENERAL DISTRICT COURT OF ALEXANDRIA CITY

MHF ALEXANDRIA OPERATING V LLC	
D/B/A RESIDENCE INN BY MARRIOTT,	
ALEXANDRIA OLD TOWN SOUTH	
c/o Eckert Seamans Cherin & Mellott, LLC	
1717 Pennsylvania Avenue, 12th Floor	
Washington, DC 20006)
Plaintiff,	1122 /108
	Case No.: 6 22-6 109
v.	
I AMONTO DI TOTA ED EN	ALEXANDRIA GENERAL DISTRICT COURT Authenticated and centified free By: Marie: this Present Court
LAMONT BUTLER-EL	LEWNDO!
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RESIDENCE INN BY MARRIOTT, ALEXANDRIA OLD TOWN SOUTH) Authonica TRUE DIST
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Mozaidia, VA 22514	Authenticated and certified from Marion W. Jackson C.
Defendant,	mackson in
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I, Jessica A. Glajch, declare as follows:

- 1. I am over the age of 21 and am competent to give this Affidavit. I am a member of the Virginia State Bar (Bar No. 83924).
- 2. I am an attorney with the law firm of Eckert Seamans Cherin & Mellott, LLC ("Eckert Seamans"), and I make this affidavit on the basis of my personal knowledge.
- 3. I represent the Plaintiff, MHF Alexandria Operating V LLC d/b/a Residence Inn by Marriott, Alexandria Old Town South ("Plaintiff") in this action.
- 4. My co-counsel in this matter are Jay Julien and Kelsey Vincent, who are also attorneys with the law firm of Eckert Seamans.

- I provide this Affidavit in support of Plaintiff's claim for attorneys' fees and costs incurred to prosecute this lawsuit against Lamont Butler-El.
- 6. Throughout the course of this representation, my co-counsel and I spent time on the following: (1) analyzing the ledger of delinquent accounts, and other documents provided by Plaintiff; (2) preparing and sending required notices; (3) examining relevant legal issues presented by this case; (4) consulting with Plaintiff on the facts of the case, including the claimed damages; (5) drafting the Summons for Unlawful Detainer and the Bill of Particulars; (6) preparing exhibits in support of the Summons for Unlawful Detainer; (7) drafting an Affidavit in Support of the Summons for Unlawful Detainer; (8) analyzing documents filed by defendant; (9) communicating with the guardian ad litem; (10) preparing this affidavit; and (11) attending return date hearings. A paralegal also assisted with this matter.
- 7. My rate for this representation for 2022 was \$315 per hour and my rate for this representation for 2023 is \$335 per hour.
 - 8. Jay Julien's rate for this representation is \$230 per hour.
- 9. Kelsey Vincent's rate for this representation for 2022 was \$240 per hour and her rate for this representation for 2023 is \$250 per hour.
 - 10. The rate for paralegal work on this matter is \$200 per hour.
- 11. From October 1, 2022 through March 14, 2023, Plaintiff has incurred \$13,106.50 in attorneys' fees and \$1,101.15 in costs for a total of \$14,207.65 related to the legal work recited in paragraph 6 above.
- 12. I expect to expend an additional 5 hours in preparing for and conducting the trial of this matter, for an additional \$1,675.00 in fees chargeable to Defendant, for a total of \$15,882.65 in fees and costs expended on this matter.

- 13. My rate and the rates of my co-counsel are reasonable for this market, and the time spent prosecuting this action is reasonable in light of the issues and circumstances of this case.
- 14. By drafting and submitting this Affidavit, the Plaintiff is not waiving the attorney-client privilege or work product doctrines applicable to the legal services rendered in this action. Additionally, the Plaintiff is not waiving its right to seek additional fees for future efforts required in order to execute and collect on any judgment that it receives against Defendant. Copies of redacted legal fee invoices will be provided to the Court for *in camera* inspection upon request.

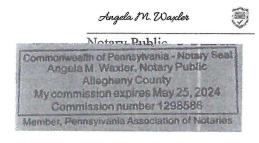
FURTHER AFFIANT SAYETH NOT.

Jessica A. Glajch	
Jessica A. Glajch	

COMMONWEALTH OF PENNSYLVANIA)	
)	to-wit:
COUNTY OF ALLEGHENY)	

I, the undersigned, a Notary Public in and for the County and Commonwealth aforesaid, do hereby certify that Jessica A. Glajch, counsel for MHF Alexandria Operating V LLC d/b/a Residence Inn by Marriott, Alexandria Old Town South, and authorized to sign for Plaintiff, whose name is signed to the foregoing Affidavit, has acknowledged the same before me in my County and Commonwealth aforesaid.

Given under my hand this 15th day of March, 2023.



My Commission Expires:

Online Notary Public. This notarial act involved the use of online audio/video communication technology.

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	7.99	÷	Market Beverage	6/29/2022		менен жалық жа	and more informations from serve states are resident to the first from them described to proper city to the special city and
1	3.00	₩.	Food	6/29/2022			res de terrorions y y primar de describé de describé de describé de describé de la constant de la constant describé de la constant de la cons
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					Other Charge		And a result framework of information and garden frame for the contract of their designation and in the information of the contract of the con

34,895.60	\$				TOTAL DUE
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92,483.64	S				TOTAL ROOM & TAX
	\$ 57,701.83				TOTAL PAYMENTS
	45				TOTAL
					Payment
4,507.50	\$	\$ 1.25		Occupancy Sales Tax	
	30	14		Base Rate	
	No. of Nights			an and control of the	
Total Room & Tax Due	на и под при			03/01/23-03/31/2023	Date
	\$				TOTAL
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8 714 SO	n	\$ 1.20		Occupancy sales Lax	
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Total Room & Tax Due	To			12/20/22 - 12/31/22	Date