

IN THE CIRCUIT COURT OF COOK COUNTY  
COUNTY DEPARTMENT, LAW DIVISION

|                               |   |                    |
|-------------------------------|---|--------------------|
| JONATHAN RAY,                 | ) | 2021L005050        |
|                               | ) | Case No. 21 L ____ |
| Plaintiff,                    | ) |                    |
|                               | ) |                    |
| v.                            | ) |                    |
|                               | ) | JUDGE _____        |
| MARRIOTT INTERNATIONAL, INC., | ) |                    |
|                               | ) |                    |
| Defendant.                    | ) |                    |

**COMPLAINT**

Plaintiff, Jonathan Ray (“Plaintiff” or “Mr. Ray”), by and through his undersigned counsel, states as follows as his Complaint against Defendant, MARRIOTT INTERNATIONAL, INC. (“Marriott” or “Defendant”):

**THE PARTIES**

1. Plaintiff, Mr. Ray, is a citizen and resident of the State of Maryland. Mr. Ray was employed by United Airlines (“United”) for more than 20 years, until the actions of Marriott, as detailed below, resulted in United termination Mr. Ray’s employment. At all relevant times, United was headquartered in Chicago, Illinois.

2. Defendant, Marriott, is a Delaware corporation. At all relevant times, Marriott regularly and continuously was doing and transacting business in this County and throughout the State of Illinois.

**VENUE**

3. Venue is proper in this Court pursuant to 735 ILCS 5/2-101 (1) and (2).

**BACKGROUND FACTS**

4. Marriott owns and operates, among other things, hotels and other lodging – including residential, and timeshare properties.

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5. Because of the frequency of Mr. Ray's travels as an employee of United for more than 20 years, Mr. Ray had achieved a "Lifetime Titanium Membership" with Marriott.

6. Marriott owns and operates one such hotel, the "Marriott Courtyard Wilmington, Downtown," located at 1102 N. West Street in Wilmington, Delaware (hereinafter "the Hotel").

7. In or about March and April 2020, while working for United, Mr. Ray was exposed to, and contracted COVID-19, as a result of his work for United on certain international flights, including to Mumbai, Dublin, and Munich,

8. At the time that United notified Mr. Ray that he had been exposed to COVID-19, Mr. Ray had returned to the United States and had landed in Newark, New Jersey.

9. Mr. Ray checked into the Hotel to quarantine from COVID-19 on or about April 2020.

10. At that time, Marriott lacked rules, regulations, policies, and procedures regarding COVID-19 at its hotels, including at the Hotel where Mr. Ray was staying.

11. Marriott, including at the Hotel, knew that Mr. Ray was then an employee of United. Marriott possessed such knowledge because, *inter alia*, Mr. Ray told the Hotel and the Hotel communicated with United about Mr. Ray as further detailed below.

12. Indeed, even though there was no business reason or other justification for doing so, Marriott repeatedly reached out and communicated with United, by way of email and otherwise, to inform United about Mr. Ray and to interfere with Mr. Ray's employment and continued employment with United.

13. For example, on or about April 7, 2020, Marriott, by and through a duly authorized employee of the Hotel (Ms. Betty Arnold), contacted United in writing in Illinois and falsely told United that Mr. Ray and the gentlemen who was staying with Mr. Ray to provide care for him,

had been wandering around the Hotel; that Mr. Ray had been “sitting in the lobby without even a mask;” and that Mr. Ray and the other gentlemen had not been adhering to Marriott’s COVID-19 policies, even though there were none actually formally in place at that time.

14. On or about April 7, 2020, Marriott, by and through a duly authorized employee of the Hotel (Mr. Barrett Williams), contacted United in writing in Illinois and falsely told United that the gentleman assisting in the care of Mr. Ray had been in the Hotel’s lobby in violations of Marriott’s COVID-19 policies and procedures, even though there were none actually formally in place at that time and they had not violated them; that Mr. Ray and the other gentlemen were not “taking seriously” those alleged policies and procedures - when there were not any and none had been violated: that Mr. Ray and the other gentlemen were putting in danger the “the safety and security of all of our guests and associates,” when in fact they had not in any way; and that Mr. Ray had allegedly told the Hotel’s management that Mr. Ray “was not sick” (with COVID-19), when he in fact had not made such a statement; that Marriott had allegedly told Mr. Ray and the other gentleman not to leave their room in the Hotel at all, **even though Marriott had not given them any such directive.**

15. On or about April 24, 2020 - after Mr. Ray had already checked out of the Hotel – Marriott, by and through a duly authorized employee of the Hotel (Mr. Barrett Williams), contacted United and falsely told United in writing in Illinois that Mr. Ray and the gentlemen assisting with Mr. Ray’s care “did not take the quarantining instructions seriously,” even though Marriott had not given Mr. Ray and the other gentlemen any such instructions, and even though they had not violated any such instructions or directions from Marriott or otherwise failed to take Mr. Ray’s COVID-19 condition or quarantining seriously; that Mr. Ray and the gentlemen assisting with Mr. Ray’s care had been “notified” by Marriott “not once by twice . . . to stay in their room,” even though Marriott had not provided any such directive, and even though they had

not violated any such directive; that the gentleman assisting with Mr. Ray's care had purportedly told Marriott that he was "not even sick," and felt like they were "acting reckless," even though no such statements had been made to Marriott; that Mr. Ray had "thrown" items, even though he had not; and that Mr. Ray had created a danger to other guests and the Hotel by allegedly blocking an emergency exit near his room, when Mr. Ray had not taken any such action.

16. Based upon Marriott's above-referenced false statements to United, United refused to allow Mr. Ray to return to work with United, and suspended him without pay because of those false statements.

17. Based upon Marriott's above-referenced false statements to United, United terminated Mr. Ray's employment by way of sending him a termination letter that included the input of United in Illinois and/or was made by United in Illinois.

**LEGAL CLAIMS**

**COUNT I**  
**(DEFAMATION)**

18. Plaintiff incorporates by reference, as though fully set forth herein, paragraphs 1 through 17 above as if fully set forth herein as Paragraph 18 of Count I.

19. Marriott's statements to United, as set forth in Paragraph 14, 15, and 16 above, were false.

20. Those statements were known by Marriott to be false at the time they were uttered, and were made by Marriott with utter and reckless disregard for their falsity.

21. Those statement made by Marriott were made by it with the purpose and intent of those hearing them, i.e., specifically Mr. Ray's then employer, to rely upon, believe them, and accept those statements as true.

22. Those false statements made by Marriott were made with the specific purpose and intent of causing harm and damage to Mr. Ray.

23. Those false statement made by Marriott constitute defamation *per se*.

24. Alternatively, Marriott's statements constitute defamation *per quod*.

25. As a direct and proximate result of Marriott's false statements, Mr. Ray has suffered substantial damages, and will continue to suffer damages, including but not limited to loss of the loss of his employment with United; loss of his good name; loss of his reputation; embarrassment, shame, and humiliation; and severe emotional distress.

**WHEREFORE**, Plaintiff, Mr. Ray, by and through his undersigned counsel, respectfully prays for the entry of judgment in his favor and against Defendant, on Count I of his Complaint, in an amount in excess of the Court's minimum of \$50,000 and to be more specifically proven at trial, for and for all such other relief that is just and proper under the circumstances and recoverable, including all relief available to him under Illinois common law for defamation.

**COUNT II**  
**(TORTIOUS INTERFERENCE)**

26. Mr. Ray re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 17 above, as though fully set forth herein, as Paragraph 26 of Count II.

27. At all relevant times, Marriott was aware of Mr. Ray's employment with United, and Mr. Ray's expectancy to continue to be employed by United.

28. Marriott purposefully and intentionally interfered with Mr. Ray's employment and business expectancy, with the intent to harm and terminate the relationship between Mr. Ray and United.

29. Marriott's interference involved conduct that was tortious in and of itself as it was premised upon the conveying of intentionally false and defamatory information and statements about Mr. Ray.

30. There is a reasonable certainty that the expectation of Mr. Ray to continue to be employed with United would have been realized, but for Marriott's intentionally wrongful acts.

31. As a direct and proximate result of the Marriott's intentionally wrongful and illegal tortious conduct, Mr. Ray has suffered damages - including but not limited to the monies that he would have earned from his continued employment with United, but for the illegal and highly calculated actions of the Defendant, as well as embarrassment, shame, and humiliation; and severe emotional distress.

**WHEREFORE**, Plaintiff, Mr. Ray, by and through his undersigned counsel, respectfully request that this Court and the finder of fact enter judgment in his favor and against Defendant on Count II as follows: awarding him compensatory damages in an amount in excess of \$50,000, in a specific amount to be proven at trial, including but not limited to loss wages and benefits, and emotional distress damages, and awarding him all such other and further relief as the Court and the finder of fact deems just and appropriate under the circumstances.

**COUNT III**  
**(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)**

32. Mr. Ray re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 17 above, as though fully set forth herein, as Paragraph 32 of Count III.

33. Marriott's conduct was extreme and outrageous.

34. Marriott intended to cause, or was in reckless disregard of the probability that its conduct would cause, severe emotional distress to Mr. Ray.

35. The conduct and actions of Marriott did in fact directly and proximately cause severe emotional distress Mr. Ray, and thereby constituted intentional infliction of emotional distress upon Mr. Ray.

36. The conduct of Marriott was undertaken within the scope of the employment of those acting on its behalf, and those employees were authorized to engage in that conduct.

**WHEREFORE**, Plaintiff, Mr. Ray, by and through his undersigned counsel, respectfully request that this Court and the finder of fact enter judgment in his favor and against Defendant on Count III as follows: awarding him compensatory damages in an amount in excess of \$50,000, in a specific amount to be proven at trial, including but not limited to those damages relating to the severe emotional distress that Mr. Ray has suffered and will continue to suffer, and awarding him all such other and further relief as the Court and the finder of fact deems just and appropriate under the circumstances.

**COUNT IV**  
**(PUBLIC DISCLOSURE OF PRIVATE FACTS)**

37. Mr. Ray re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 17 above, as though fully set forth herein, as Paragraph 36 of Count IV.

38. By communicating as set forth above, Marriott proximately caused Mr. Ray's private matters, including but not limited to those related to his COVID-19 condition, to be published to United.

39. Upon information and belief, pursuant to its own policies and procedures, Marriott's employees are required to keep information of the type described above private.

40. Thus, the matters disclosed to and published by Marriott to United related to Mr. Ray's private, not public, life, including his private health condition.

41. The information disclosed and published by Marriott to United is highly offensive to a reasonable person.

42. The allegations made by Marriott to United were not of legitimate concern or public concern.

43. As a direct and proximate result of Marriott's misconduct, Mr. Ray has suffered and will continue to suffer damages, including but not limited to loss of good name, loss of reputation, embarrassment, shame, interference with his employment and career, and severe emotional distress.

**WHEREFORE**, Plaintiff, Mr. Ray, by and through his undersigned counsel, respectfully request that this Court and the finder of fact enter judgment in his favor and against Defendant on Count IV as follows: awarding him compensatory damages in an amount in excess of \$50,000, in a specific amount to be proven at trial, including but not limited to the damages relating to the severe emotional distress that Mr. Ray has suffered and will continue to suffer; his loss of wages and benefits; and awarding him all such other and further relief as the Court and the finder of fact deems just and appropriate under the circumstances.

**COUNT V**  
**(FALSE LIGHT)**

44. Mr. Ray re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 17 above, as though fully set forth herein, as Paragraph 44 of Count V.

45. The statements set forth above made by Marriott to United were false.

46. As a result, Mr. Ray was placed in a false light.

47. The false light in which Marriott placed Mr. Ray was and would be highly offensive to a reasonable person.

48. Marriott acted with actual malice and knowledge that the statements about Mr. Ray were false and/or with reckless disregard for whether the statements were true or false.

49. As a direct and proximate result of Marriott's misconduct, Mr. Ray has suffered and will continue to suffer damages including but not limited to loss of good name, loss of reputation, embarrassment, shame, interference with his employment and career, and severe



emotional distress.

**WHEREFORE**, Plaintiff, Mr. Ray, by and through his undersigned counsel, respectfully request that this Court and the finder of fact enter judgment in his favor and against Defendant on Count V as follows: awarding him compensatory damages in an amount in excess of \$50,000, in a specific amount to be proven at trial, including but not limited to the damages relating to the severe emotional distress that Mr. Ray has suffered and will continue to suffer; his loss of wages and benefits; and awarding him all such other and further relief as the Court and the finder of fact deems just and appropriate under the circumstances.

**JURY TRIAL DEMANDED**

**RESPECTFULLY SUBMITTED,**

By: **Michael I. Leonard**  
**Counsel for Plaintiff**

**LEONARD TRIAL LAWYERS LLC**

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