

United States District Court
For
The Eastern District of Pennsylvania

John Mathews
Plaintiff
11115 Valley Forge Circle
Plaintiff

v.

Westin Washington Dulles Airport
2520 Wasser Terrace
Herndon, Va 20171

And

Starwood Hotels Resorts Worldwide Inc.
One Star Point
Stamford, Ct 06902
Starwood, Inc.
Defendants

: CIVIL ACTION
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: Breach of Contract
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: Defamation, Slander
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: Emotional Distress, et. al.
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: No:

13 1740

COMPLAINT AND DEMAND FOR JURY

AND NOW COMES, John Mathews, Pro Se, against Westin Washington Dulles Airport, hotel chain operators a US citizen incorporated in Virginia and having it's principle place of business at 2520 Wasser Terrace in Herndon, Virginia and Starwood, Inc. a US citizen hotel incorporated in the state of Maryland having it's principle place of business at One Star Point in Stamford Ct. for the tort of Defamation, Invasion of Privacy, Tortuous Interference with Contract, Interference with Business Expectations, Intentional Infliction of Emotional Distress and for violation of other related federal statutes.

1. This Honorable Court has jurisdiction under the 28 U.S.C. section 1332 as the plaintiff and defendants meet the requirement for diversity. John Mathews a citizen of Pennsylvania and defendants having principle places of business' in Virginia and Ct and the relief in this case exceeds \$75,000. Because there is complete diversity of citizenship between plaintiff and all defendants, the Court has original jurisdiction. Westin Washington Dulles Airport, hotel chain operators a US citizen incorporated in Virginia and having it's principle place of business at 2520 Wasser Terrace in Herndon, Virginia and Starwood, Inc. a US citizen hotel incorporated in the state of Maryland having it's principle place of business at One Star Point in Stamford Ct.

2. In the alternative, this dispute invokes federal jurisdiction through 28 U.S.C. section 1331 because it directly implicates the United States Constitution and certain federal statutes.

3. Additionally, this Honorable Court has pendent jurisdiction over state law claims through 28 U.S.C. section 1367, insofar as such state claims involve common nuclei of operative fact with federal claims in one judicial proceeding 28 U.S.C. section 1332.

JURISDICTION AND VENUE

4. This is a civil action between citizens of different states and the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs. As discussed above because there is complete diversity of citizenship between plaintiff and all Defendants, the court has original jurisdiction under 28 U.S.C. section 1332(a).

5. Venue is proper under 28 U.S.C. section 1391(a)(2) because plaintiff resides here and this is where plaintiff has suffered the primary harm from Defendants acts.

STATEMENT OF FACTS General Fact Allegations

6. Plaintiff incorporates by this reference the allegations contained in paragraphs 1 through 5, inclusive, as though they were fully set forth herein.

7. Plaintiff, a private individual, is an accomplished 30-year travel agent who has travel in many of the most prestigious places of the world. On the February 16th of 2012, Plaintiff commence a vacation group stay at the Westin Washington Dulles Hotel.

8. Plaintiff booked a "Winter Get Away" tour with the Westin Washington Dulles Hotel in Virginia. Plaintiff worked with the sales Manager in planning the booking. The Sales Manager was given an estimate of 150 guests at the time of booking with the understanding that this was not the final figure. The final number was 174 guests. At all times herein, each defendant was an agent and/or employee of every other defendant and in acting as herein alleged, acted within the course and scope of said agency and employment.

9. The group had a good experience until Saturday night when it was discovered that the chef had not been advised of the final number of guests who paid in advance for food a total of 174 people. The food ran out before the entire guest list was served. On Sunday night plaintiff and his guests were informed, the dinner was limited to only one trip to the buffet rather than unlimited trips to the buffet. The Staff also removed plates from the tables before all the guests had arrived, again causing some of the guests to go without dinner included in the purchased trip package. The remaining members of the group were left having to eat elsewhere at an additional expense to the plaintiff. Plaintiff

had to reimburse the guest for those two nights called for in the contract: two buffet dinners and two buffet breakfasts.

10. Plaintiff asserts the Sale Manager with full and complete knowledge acted in an unprofessional manner when she entered into discussion with plaintiff's guest. She demonstrated reckless intent and disregard for the truth; when she entered into a strong dialogue criticizing the plaintiff and committing Defamation stating plaintiff was being a dishonorable person to the coordinated of the event. This almost incited a riot. The client, Captain Bellany of the Philadelphia Police 5th District, had to stand ready to protect plaintiff. Another client, Yvonne Mathis, with tears in her eyes had to step in harm's way to shield plaintiff from harm by angry guests. She stated, "Before you get to Mr. Matthews you will have to go through me first".

11. As a result of the rancor caused by the situation, Plaintiff has ended up out of pocket by at least \$3,000 in refunds and \$4,000 in unpaid balances from Clients.

COUNT ONE DEFAMATION

12. Plaintiff incorporates by this reference the allegations contained in paragraphs 1 through 11, inclusive, as though they were fully set forth herein.

13. Plaintiff was defamed by the Defendants by making numerous false and misleading representation about the Plaintiff to third parties and in public.

14. The Defendants knew these statements to be false and intentionally made them with that full knowledge.

15. Any ordinary listener to the Defendants' words would find the Plaintiff as a despicable travel agent doing acts that were morally and legally reprehensible.

16. Defendants' false assertions accuse Plaintiff of cheating not providing his guest with the trip services he promised was having him acting heartless, horrible despicable person who can't be trusted to fulfill even his most basic responsibilities. Defendants' statements constitute libel per se.

17. The Defendants' speaking in public their defamatory statements with knowledge of their falsity and/or in reckless disregard of the truth.

18. As a direct and proximate result of the Defendants' false and defamatory assertions, plaintiff has suffered damages in an amount as yet unknown but which Plaintiff is informed and believes and on that ground, alleges will exceed the sum of \$450,000.

COUNT TWO
INVASION OF PRIVACY (False Light)
All Defendants'

19. Plaintiff incorporates by this reference the allegations contained in paragraphs 1 through 18, inclusive, as though they were fully set forth herein.

20. By speaking in public and to Plaintiff's guest, the false allegations described above, including the assertion that Plaintiff fail to provide services paid for have portrayed plaintiff in a false light.

21. The false light created by Defendant's allegations would be highly offensive to a reasonable person.

22. Defendants' knew the statements alleged herein would create a false impression about the Plaintiff and/or acted in reckless disregard of the truth.

23. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered damages in an amount to be proven at trial.

24. Defendants' did not engage in their conduct out of any sincere or proper motive, but did so knowingly, willfully and oppressively, with full knowledge of the adverse effects that their actions would have on plaintiff, and with willful and deliberate disregard for these consequences. Accordingly, Plaintiff is entitled to recover punitive damages from Defendants' in an amount to be determined at trial.

COUNT THREE
TORTUOUS INTERFERENCE WITH BUSINESS
All Defendants'

25. Plaintiff incorporates by this reference the allegations contained in paragraphs 1 through 24, inclusive, as though they were fully set forth herein.

26. Defendants' reckless behavior has totally interfered with the Plaintiff's livelihood and business activities.

27. Statement made to guests has been repeated and repeated causing failure of the Plaintiff to organize new trips. This lost of ability has closed down the Plaintiff's business.

28. . As a direct and proximate result of the Defendants' false and defamatory assertions, plaintiff has suffered damages in an amount as yet unknown but which Plaintiff is informed and believes and on that ground, alleges will exceed the sum of \$450,000.

COUNT FOUR
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
All Defendants'

29. Plaintiff incorporates by this reference the allegations contained in paragraphs 1 through 28, inclusive, as though they were fully set forth herein.

30. Defendants' reckless behavior has totally inflicted emotional distress by making guest ready to fight Plaintiff forcing him to live in fear of harm for months and even now by not knowing how those who believed the defendant would react.

31. As a direct and proximate result of the Defendants' false and defamatory assertions, plaintiff has suffered emotionally living in fear of his safety creating damages in an amount as yet unknown but which Plaintiff is informed and believes and on that ground, alleges will exceed the sum of \$450,000.

COUNT FIVE
TORTUOUS INTERFERENCE WITH CONTRACT
All Defendants'

32. . Plaintiff incorporates by this reference the allegations contained in paragraphs 1 through 31, inclusive, as though they were fully set forth herein.

33. Defendants' reckless behavior has totally inflicted tortuous interference with contracts by making guest unwilling to paid the balance owe for the trip because of the Defendants' act. Additionally as a direct result of the Defendants' acts future contracts are never going to happen. No one would trust the travel agent the Defendants describe the Plaintiff to be. Plaintiff has worked endlessly to clear his good name and work product month after month since this incident happen.

34. . As a direct and proximate result of the Defendants' false and defamatory assertions, plaintiff has suffered lost of contracts damages in an amount as yet unknown but which Plaintiff is informed and believes and on that ground, alleges will exceed the sum of \$450,000.

PRAYER FOR RELIEF

35. Plaintiff prays the Honorable Court find the Defendants' has defamed him by numerous false and misleading statements about the Plaintiff and sone so intentionally and maliciously.


36. The Court award compensatory damages against the Defendants' in the amount of \$450,000.

37. The Court award punitive damages against the Defendants' in the amount of \$450,000 for his DEFAMATION, TORTUOUS INTERFERENCE WITH BUSINESS, INVASION OF PRIVACY (False Light), INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS.

38. Plaintiff has lost his supplemental retirement benefits by loss of these clients, amounting to \$30,000 dollar a year for the next 15 remaining years including possible referrals that they would otherwise have generate. For these reasons Plaintiff is suing for four hundred and fifty thousand dollars (\$450,000) in damages

39. All other justice the Court deems mete and proper.

4-2-13
Date


John Mathews
Pro Se
11115 Valley Forge Circle
King of Prussia, PA 19406
John20boy@gmail.com
267 973-4844

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6 VERIFICATION
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9 Case:

10 I, John Matthews, certify that I did cause this complaint to go forewith in United
11 States District Court against name defendants under penalties of perjury.

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13 1. Westin Washington Dulles Hotel

14 2520 Wasser Terrace Herndon,

15 Virginia 20171
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18 2. Starwood Inc

19 One Star Points Drive

20 Stanford Ct. 06902
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24 Dated this

4-2-13

25 John Matthews
John Matthews
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CERTIFICATE OF SERVICE

I John Matthews certify that I did cause the Complaint to be served to the United States Court Clerk on the following defendants this 4 Month 2 2013.

1. Westin Washington Dulles Hotel

2520 Wasser Terrace

Herndon, Virginia 20171

2. Starwood Inc

One Star Points Drive

Stanford Ct. 06902

Dated this 4-2-13


John Matthews