

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

12 CW 0143

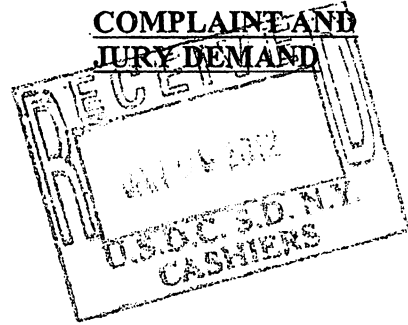
ALISON FOURNIER,

Plaintiff,

-against-

STARWOOD HOTELS & RESORTS
WORLDWIDE, INC.,

Defendant.



Plaintiff Alison Fournier, by and through her attorneys, Cuti Hecker Wang LLP and Allred, Maroko & Goldberg, for her Complaint alleges as follows:

INTRODUCTION

1. On January 15, 2011, Plaintiff Alison Fournier—an accomplished investment banker and Princeton University and Harvard Business School graduate—was sexually assaulted inside her locked Starwood hotel room. The perpetrator had not broken the lock to get into her room. Ms. Fournier had not opened the door for him. Instead, he had been handed the key by the desk clerk just moments before at the four-star hotel marketed under the renowned Starwood brand—which caters to and lures high-end business travelers—in blatant violation of the most basic security protocols. As a direct result of the assault, Ms. Fournier’s life and career unraveled. She was unable to return to work as a banker, feeling unsafe in the most ordinary circumstances.

2. This action seeks to redress Starwood Hotel and Resorts Worldwide Inc.’s gross violations of its obligations to Ms. Fournier as its guest and

customer, and to ensure that professional women traveling for business are not subjected to such gross negligence in the future.

JURISDICTION AND VENUE

3. This action arises under New York common law.
4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332, because the parties are citizens of different states and the amount in controversy exceeds \$75,000.
5. Venue is lodged in this Court pursuant to 28 U.S.C. § 1391(a)(1).

THE PARTIES

6. Plaintiff Alison Fournier is currently a resident of Florida.
7. Defendant Starwood Hotels & Resorts Worldwide, Inc. (“Starwood”), is a Maryland corporation with its principal place of business at One StarPoint, Stamford, Connecticut 06902. It owns and operates numerous hotels in New York City and throughout New York State.

JURY DEMAND

8. Plaintiff hereby demands a trial by jury.

FACTUAL ALLEGATIONS

Ms. Fournier’s Career Takes Off

9. Until January 15, 2011, Plaintiff Alison Fournier was a rising star in the financial services and investment banking industry. She had graduated from

Princeton University with honors, and then worked as an aerospace engineer for several years. She had specifically chosen investment banking after getting her M.B.A. at Harvard Business School in 2006. She worked hard and earned accolades from her supervisors and admiration from her peers at a prestigious New York firm. By January 2010, she had been promoted to Vice-President and repeatedly had been told she was a superstar. She earned a salary in the high six-figures, and was poised to become ever more successful and to continue to earn more promotions and compensation in her chosen industry.

10. In early January 2011, Ms. Fournier learned that she would have to travel to Helsinki, Finland, in connection with her work. Ms. Fournier had traveled a fair bit on business within the United States, but this was her first trip abroad for work. As such, she was concerned about the security and quality of the hotel where she would be staying.

The Starwood Brand

11. The Starwood brand includes the Luxury Collection, St. Regis, W, Westin, Le Méridien, Sheraton, Four Points, Aloft, and Element. Including its subsidiaries and brands, Starwood has over 302,000 rooms and employs approximately 145,000 people around the world.

12. As Starwood touts on its own website, under “What We Believe,” the company seeks to “create the most successful branded, global, lifestyle hospitality company.”

13. Ms. Fournier was well aware of the Starwood brand from her prior travels, and in many of her past business trips, Ms. Fournier had expressly sought to stay

at Starwood branded hotels, not only because she had seen their advertisements and promotions, but also because her experiences had led her to believe that Starwood was synonymous with safety and luxury.

14. Indeed, Ms. Fournier was a member of Starwood's guest rewards program, Starwood Preferred Guest, allowing her to accumulate benefits in exchange for staying at Starwood branded hotels.

15. As Starwood itself brags, its Luxury Collection "is a group of unique hotels and resorts offering exceptional service to an elite clientele. All of these hotels, some of them centuries old, are internationally recognized as being among the world's finest. The Luxury Collection hotels and resorts are distinguished by magnificent décor, spectacular settings, impeccable service and the latest in modern conveniences and amenities. Staff members at Luxury Collection hotels and resorts are given the authority to far exceed the expectations of a very discerning clientele."

16. Starwood owns some of the hotels in its Luxury Collection. Neither Starwood's main website nor the Luxury Collection website differentiate between the Luxury Collection hotels Starwood owns, those it manages, and those that are Starwood franchises.

Starwood's Only Hotel in Helsinki: Hotel Kämp

17. Prior to traveling to Helsinki for work, Ms. Fournier specifically sought to confirm that she would be staying at a Starwood hotel, because she believed the Starwood name would ensure that the hotel was both safe and top-tier.

18. In particular, she went online while still in New York, on her work computer, and learned that there was only one Starwood hotel available in Helsinki:

Hotel Kämp, which is part of Starwood's Luxury Collection brand. She also spoke to colleagues who had travelled already to Helsinki and told her they stayed at the Starwood hotel there, Hotel Kämp. She felt relieved.

19. She reviewed Hotel Kämp's website and saw that the website emphasized that the hotel "operates under the international Starwood chain – The Luxury Collection."

20. The hotel's website also explains that "[o]ver the years, [it] has accommodated royals and heads of states, as well as world-class international artists."

21. The hotel's website gives no indication that the hotel is not owned and operated directly by Starwood. For example, there is no disclaimer of ownership of the hotel by Starwood.

22. As far as Ms. Fournier understood based on everything she saw, the hotel was a Starwood hotel.

23. Ms. Fournier believed that Hotel Kämp was a good choice precisely because she believed that it was a Starwood hotel and that she could rely on Starwood's sterling reputation, and could be confident that she would be comfortable and safe in one of its properties.

24. Hotel Kämp, like all Luxury Collection hotels, is heavily marketed as a Starwood brand property.

25. If one visits the Starwood homepage today, and searches for a Starwood hotel in Helsinki, Hotel Kämp remains the only result.

26. Nothing on the Starwood website gives any indication that it does not own Hotel Kämp; for instance, there is no disclaimer of ownership.

27. Rooms at Hotel Kämp can be booked directly through Starwood's homepage.

28. Guests at Hotel Kämp earn Starwood Preferred Guest points for their stays there. Indeed, Ms. Fournier understood prior to going to the hotel that she would earn points as a Starwood Preferred Guest.

29. The Luxury Collection website, for which there is a link on the Starwood homepage, bears a starwoodhotels.com Internet address, and prominently features the Starwood name. At the foot of the Luxury Collection homepage are the logos and names of all of the Starwood brands. And all Luxury Collection hotels, including Hotel Kämp, have websites of the same standard design, all of which provide the clear impression that the hotels are part of the Starwood family of hotels.

30. Indeed, as Ms. Fournier saw, Hotel Kämp's website proudly states on the homepage that "Hotel Kämp . . . operates under the international Starwood chain - The Luxury Collection."

31. On information and belief, Starwood conducts and coordinates hiring for Luxury Collection hotels. If a person clicks on the "Employment" link on the Luxury Collection Internet homepage—<http://www.starwoodhotels.com/luxury>—she can submit an application to work at a Luxury Collection hotel on the central Starwood careers website: jobs.starwoodcareers.com.

32. Hotel Kämp is, in fact, operated pursuant to a License Agreement with Starwood. On information and belief, the Hotel, like all Luxury Collection properties, is subject to Starwood's high standards for staff training and professionalism.

33. Indeed, the hotel is supposed to follow strict security protocols precisely because it is part of the Starwood brand.

34. On information and belief, Starwood's Licensing and Franchise arrangements with Luxury Collection—and other Starwood branded—properties are very lucrative for Starwood. According to a recent Starwood SEC filing, Starwood derives “licensing and other franchise fees from franchisees based on a fixed percentage of the franchised hotel's room revenue, as well as fees for other services, including centralized reservations, sales and marketing, public relations, and national and international media advertising.” With 502 franchised properties, including those in the Luxury Collection, and approximately 120,400 franchised rooms as of December 31, 2010, it is safe to assume that these fees add up. The SEC filing also evidences Starwood's intimate involvement with the Luxury Collection and other licensed properties; according to the report, Starwood “approve[s] certain plans for, and the location of, franchised hotels and review[s] their design.”

35. In sum, Hotel Kämp holds itself out as part of “the Starwood chain,” and is heavily marketed by Starwood as part of Starwood's “Luxury Collection.” Through its licensing arrangements with Luxury Collection hotels, including Hotel Kämp, Starwood earns significant fees.

The Starwood Hotel's Remarkable Negligence Enables Ms. Fournier's Assault

36. Assured that she would be staying at a Starwood hotel, Ms. Fournier believed she would be safe.

37. When she arrived at Hotel Kämp on or about January 10, 2011, Ms. Fournier felt reassured once again that she was at a hotel that met the Starwood standards that had been promoted to her by the Starwood company.

38. Ms. Fournier registered under her name, providing her passport and credit card when she arrived. Her room was registered under only her name, with no other guests.

39. Over the course of the next several days, Ms. Fournier interacted repeatedly with the front desk of the hotel as she left in the mornings and returned in the early evenings going to and from business meetings, dressed in her business suit. She often travelled to her meetings by joining other colleagues in the lobby, who were likewise dressed in business attire and in plain view of the hotel's front desk, and then taking a mini-bus together with her colleagues.

40. In short, after a number of days at the hotel, it was evident to anyone observing Ms. Fournier even cursorily that she was staying at the hotel on business. And it most certainly should have been evident to a hotel that brags that it "has accommodated royals and heads of state" and provides "first class services."

41. Notwithstanding this context, or the fact that Ms. Fournier had registered herself alone to the room, in the early morning hours of January 15, 2011, Ms. Fournier awoke to discover someone climbing into her bed, groping at her naked body. She was certain she was about to be raped.

42. Ms. Fournier was able to jump out of bed, grab a bathrobe, and escape, running down the hall and straight to the hotel lobby and front desk.

43. Uncontrollably distraught, Ms. Fournier screamed that a man was in her room trying to assault her and that she needed security. In a surreal moment, the front desk staff responded initially that the man was her husband. It became clear that the man had told the desk clerk that he was Ms. Fournier's husband and that the desk clerk had simply handed him a room key without any effort to verify that.

44. Subsequent communications with the hotel and the security footage confirm these grossly negligent events.

45. At approximately 4:00 A.M. that morning, a man who was visibly intoxicated and wearing casual pants and a white t-shirt, had approached the hotel's front desk, explained that he was Ms. Fournier's husband and that he had locked himself out of the room, and requested a key.

46. Apparently forgoing any basic security protocols, such as asking for identification, searching hotel records to see whether Ms. Fournier was registered alone or with a traveling companion, or calling her room to check the man's story, and despite the fact that hotel staff had seen Ms. Fournier and her colleagues in business suits, traveling as a group throughout the week, the desk clerk simply handed the man Ms. Fournier's room key, allowing him to assault her.

47. Remarkably, hotel staff made no effort to call the police or report these events to law enforcement immediately. On information and belief, the hotel sought to cover up and hide the fact of the assault.

48. Since at least mid June, 2011, Starwood has been aware of the attack on Ms. Fournier through correspondence from her counsel describing the events. There has been no indication that Starwood has taken any action with respect to Hotel

Kämp in terms of undertaking any investigation or ensuring that its security protocols and standards are being followed. To this day, although Starwood has the ability to terminate its relationship with Hotel Kämp as punishment for its actions or inactions, and/or as a means of enforcing its protocols and standards, Hotel Kämp remains a Starwood hotel, and the only Starwood hotel in Helsinki.

49. The hotel's actions were negligent—indeed, grossly so—and in derogation of the hotel's duty as an innkeeper to exercise reasonable care for the safety of its guests.

50. As Hotel Kämp's apparent principal, Starwood is liable for Ms. Fournier's injuries. Moreover, Starwood has condoned and ratified Hotel Kämp's behavior, and separately owed a duty to Ms. Fournier as a Starwood Preferred Guest. This court should compel Starwood to pay compensatory damages to Ms. Fournier for the harm facilitated by the apparent agency relationship and enabled by Starwood's apparent agent: Hotel Kämp.

Ms. Fournier is Devastated by the Attack

51. Ms. Fournier was shattered by the ordeal. She cut short her trip in Helsinki and returned to New York immediately.

52. Once back in New York, Ms. Fournier's life and career unraveled, because she no longer felt safe in the most ordinary of circumstances. Once at the top of her professional game, she now found herself shaking and crying in normal, everyday situations, fearful that she would be attacked. She ultimately had to resign her job, and left New York City, a place she had once enjoyed but which now felt unsafe and scary, to be closer to her immediate family, including her mother and sister in Florida.

FIRST CAUSE OF ACTION
(Negligence)

53. Plaintiff repeats and realleges the foregoing paragraphs as if the same were fully set forth at length herein.

54. As an innkeeper, the Hotel Kämp owed Plaintiff a duty of reasonable care for her safety and security. In particular, innkeepers have a duty to control the conduct of third persons on the hotel premises when they have an opportunity to exert such control and when there is reason to believe such control is warranted.

55. Hotel Kämp breached that duty when it handed the man a key to Ms. Fournier's room despite his apparent drunkenness, the fact that Ms. Fournier was (or should have been) familiar to hotel staff as a business traveler after spending several days at the hotel, and the fact that Ms. Fournier did not have a second person registered in her room. It is plain that the attack on Plaintiff could have been avoided if Hotel Kämp had taken even the most basic security precautions, such as asking the man for identification, checking the hotel register, calling Ms. Fournier's room to ask whether this man was authorized to receive a key. Its negligence was compounded when it failed to call the police after the assault.

56. The hotel's negligence was a direct and proximate cause of Ms. Fournier's severe emotional and economic injuries. Ms. Fournier had been professionally successful, rising from a newly minted Harvard Business School graduate to a Vice-President in a few short years. She had received consistently sterling reviews from her supervisors and was well liked by her peers. Had the hotel not acted negligently, enabling the perpetrator to assault Ms. Fournier, she very likely would have continued her ascension in investment banking.

57. Defendant Starwood is liable for Hotel Kämp's negligence because Hotel Kämp is an apparent agent of Starwood. The Hotel is heavily marketed and branded as a Starwood hotel. It is *the only* result provided when one searches for a Starwood hotel in Helsinki. The Hotel Kämp's website is branded as part of Starwood's Luxury Collection, which Starwood itself calls "a Starwood brand"; the Luxury Collection's website Uniform Resource Locator address (or URL) is <http://www.starwoodhotels.com/luxury/index.html> (emphasis added). Guests at Hotel who are part of Starwood's Preferred Guest program earn Starwood points for their stay.

58. Indeed, Ms. Fournier believed that Hotel Kämp was a good choice not because of some direct knowledge of the hotel itself, but *precisely because* she reasonably understood it to be a Starwood hotel. As a business professional who had not traveled abroad for work before her trip to Finland, Ms. Fournier relied on the Starwood name to assure herself that she would be staying in a safe, comfortable hotel with first-rate customer service up to American standards. Of course, as she so dramatically learned, she was misled.

59. Moreover, Starwood is further liable as it breached its duty to Ms. Fournier as a Starwood Preferred Guest and as a guest of its Helsinki hotel, by failing properly to enforce security protocols at its only Helsinki hotel, and upon information and belief, by failing to investigate the events surrounding the assault, failing to punish or otherwise reprimand the Helsinki hotel and/or by failing to terminate its relationship with the Helsinki hotel.

SECOND CAUSE OF ACTION
(Negligent Infliction of Emotional Distress)

60. Plaintiff repeats and realleges the foregoing paragraphs as if the same were fully set forth at length herein.

61. In negligently handing the perpetrator the key to Ms. Fournier's room without asking a single question, and in failing to call the police after she reported the assault, Hotel Kämp enabled the man to enter Ms. Fournier's room and sexually assault her, and Hotel Kämp directly caused Ms. Fournier to fear for her own safety.

62. Ms. Fournier's fear was reasonable: a man had used hotel staff to help him easily enter into her ostensibly secure hotel room, wherein he mostly disrobed, climbed into her bed, and began to put his hands on her naked body. When she awoke and comprehended what was happening, Ms. Fournier feared that the man would rape her if she did not think quickly and escape. And thankfully she did escape; despite the circumstances and the fact that she had been asleep only moments before, her mind was clear and her adrenaline was pumping.

63. The Hotel Kämp's breach of the duty of care required of it as an innkeeper led directly to Ms. Fournier's injuries. Prior to the assault, which the Hotel's breach facilitated, Ms. Fournier was a high-achieving professional. Since the attack, she has often felt unsafe even in routine circumstances. Because of her new fears and discomfort regarding travel—particularly with groups that are made up entirely of men, other than herself, as is often the case in the largely male investment-banking industry—Ms. Fournier could no longer complete the duties expected of her at her banking job, and voluntarily but sadly resigned her position there. She has had to completely uproot her life and start anew.

64. Starwood agreed to permit Hotel Kämp to be part of the Luxury Collection, and therefore to hold itself out as part of the Starwood brand. Starwood also created the appearance of a principal-agent relationship between itself and the Luxury Collection properties, including Hotel Kämp, by, among other things, giving the Luxury Collection a starwoodhotels.com URL; by having searches on the Starwoodhotels.com website provide results from across the Starwood brand family; by permitting Hotel Kämp and other Luxury Collection hotels to provide Starwood Preferred Guest rewards points; and by, on information and belief, requiring unity of design of Luxury Collection websites. Starwood reaps the rewards of this apparent principal-agent relationship in the form of licensing and franchise fees.

65. Moreover, Starwood further breached its duty to Ms. Fournier as a Starwood Preferred Guest, by failing properly to enforce security protocols at its only Helsinki hotel, and upon information and belief, by failing to investigate the events surrounding the assault, failing to punish or otherwise reprimand the Helsinki hotel and/or by failing to terminate its relationship with the Helsinki hotel.

66. Starwood is liable for the harm Ms. Fournier suffered as a result of the negligence of its apparent agent, Hotel Kämp, and for its own negligence in failing to enforce security protocols at its only Helsinki hotel and its subsequent ratification/condonation of the Helsinki hotel's actions, as well as for failing to protect Ms. Fournier as a Starwood Preferred Guest.

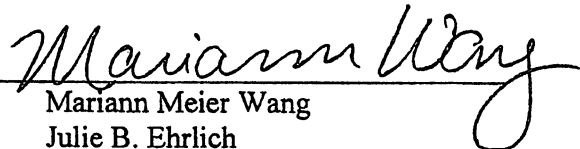
PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests judgment against Defendant as follows:

- a. Awarding compensatory damages for all economic loss, including lost wages, in an amount to be determined at trial;
- b. Awarding compensatory damages for all physical and emotional distress, anxiety, humiliation, injury to reputation, emotional harm, pain and suffering, career, family and social disruption and other grievous harm, in an amount to be determined at trial;
- c. Awarding punitive damages in an amount to be determined at trial; and
- d. Awarding pre- and post-judgment interest, costs, attorneys' fees, and such other and further relief as this Court may deem just and proper.

Dated: January 9, 2012
New York, New York

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* motion for admission *pro hac vice*
to be filed