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by Superior Court of California, County of San Mateo

ON

6/30/2020

By /s/ Rjay Dominia
Deputy Clerk

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7 Attorney for Plaintiff,
8 Tresmon Patterson
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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN MATEO

TRESMON PATTERSON,

No. 20-CIV-02695

Plaintiff,

COMPLAINT FOR DAMAGES FOR
VIOLATION OF CALIFORNIA
GOVERNMENT CODE §12955, ET
SEQ., VIOLATION OF CALIFORNIA
CIVIL CODE §51, SLANDER,
NEGLIGENCE, INTENTIONAL
INFLECTION OF EMOTIONAL
DISTRESS

vs.

TRAVELODGE HOTEL, aka
TRAVELODGE HOTELS, INC.,
WYNDHAM HOTEL MANAGEMENT,
INC., WYNDHAM HOTEL GROUP,
LLC, TALA FONOTI, DOES 1 to
10,

Defendants.

DEMAND FOR JURY TRIAL

GENERAL ALLEGATIONS

1. Tresmon Patterson, (herein referred to as "plaintiff" or "Mr. Patterson") at all times mentioned herein is an African American adult man.

2. At all times mentioned herein Travelodge Hotel is also known as Travelodge Hotels, Inc. is a corporation organized and existing in the state of California and doing business in San Mateo County, state of California; and in the business of

1 providing hotel and motel accommodations to the general public in
2 San Mateo County, state of California.

3 3. At all times mentioned herein Wyndham Hotel Management,
4 Inc., is a corporation organized and existing in the state of
5 California and doing business in San Mateo County, state of
6 California; and in the business of providing hotel and motel
7 accommodations to the general public in San Mateo County, state
8 of California.

9 4. At all times mentioned herein Wyndham Hotel Group, LLC,
10 is a corporation organized and existing in the state of
11 California and doing business in San Mateo County, state of
12 California; and in the business of providing hotel and motel
13 accommodations to the general public in San Mateo County, state
14 of California.

15 5. At all times mentioned herein, Tala Fonoti is an
16 adult Caucasian female employed by the remaining defendants.

17 6. Plaintiff is informed and believes and thereon alleges
18 that all times mentioned herein, Tala Fonoti was employed by
19 Wyndham Hotel Management, Inc. and acting in the course and scope
20 of said employment and or agency.

21 7. Plaintiff is informed and believes and thereon alleges
22 that all times mentioned herein, Tala Fonoti was employed by
23 Wyndham Hotel Group, LLC and acting in the course and scope of
24 said employment and or agency.

25 8. Plaintiff is informed and believes and thereon alleges
26 that all times mentioned herein, Tala Fonoti was employed by
27 Does 1 to 10, and each of them and acting in the course and scope

1 of said employment and or agency.

2 9. Plaintiff is ignorant of the true names and capacities
3 of the defendants sued herein as DOES 1 through 10, inclusive.
4 Plaintiff therefore sue said defendants pursuant to Section 474
5 of the Code of Civil Procedure. Plaintiff will ask leave of
6 Court to amend his complaint to set forth the true names and
7 capacities of said defendants, together with appropriate charging
8 allegations, where necessary, when the same have been
9 ascertained.

10 10. Plaintiff is informed and believes and thereon alleges
11 that at all times mentioned herein, Travelodge Hotels, Inc.
12 owned, maintained, managed and or controlled the Travelodge Hotel
13 where the May 3, 2020 incident about which plaintiff is
14 complaining occurred.

15 11. Plaintiff is informed and believes and thereon alleges
16 that at all times mentioned herein, Wyndham Hotel Management,
17 Inc., owned, maintained, managed and or controlled the Travelodge
18 Hotel where the May 3, 2020 incident about which plaintiff is
19 complaining occurred.

20 12. Plaintiff is informed and believes and thereon alleges
21 that at all times mentioned herein, Wyndham Hotel Group, LLC
22 owned, maintained, managed and or controlled the Travelodge hotel
23 where the incident on May 3, 2020 about which plaintiff is
24 complaining occurred.

25 13. Plaintiff is informed and believes and thereon alleges
26 that at all times alleged herein, Does 1 to 10, inclusive, owned,
27 maintained, managed and or controlled the Travelodge hotel where

1 the incident on May 3, 2020 about which plaintiff is complaining
2 occurred.

3 14. Plaintiff is informed and believes, and thereon
4 alleges, that at all times herein mentioned, each defendant, was
5 the agent and or employee of each of the remaining defendants,
6 and in doing the things hereinafter alleged, was acting within
7 the course and scope of such agency and or employment. The Song
8 Ling Chen, and Does 1 to 10, are referred to collectively as
9 "defendant", herein.

10 15. Travelodge Hotel, aka Travelodge Hotels, Inc., Wyndham
11 Hotel, Inc., Wyndham Hotel Group, LLC, Tala Fonoti, Does 1 to 10,
12 are jointly referred to as Defendant herein.

13 16. Plaintiff is informed and believes and thereon alleges
14 that at all times mentioned herein, except as otherwise alleged
15 herein, conspired to discriminate against plaintiff and deny him
16 fair and equal access to hotel and or motel accommodations,
17 because of his race.

18 17. On May 3, 2020, Mr. Patterson arrived at a Travelodge
19 Hotel located at 326 S. Airport Blvd. S. San Francisco, CA 94080
20 at about 3:00 a.m. to check into a hotel room that he had
21 previously paid for with his debit card over the telephone. When
22 he arrived at the hotel to check into his room Tala Fonoti was
23 working as the desk clerk at the Travelodge Hotel. She refused
24 to let Mr. Patterson to have possession of his room unless he
25 would give her cash for the room before he would have possession
26 of the room. She would not allow him to use his credit card or
27 debit card to rent the room. Mr. Patterson informed Ms. Fonoti

1 that he had already pre paid for the room with his debit card and
2 Travelodge had already taken his money from his bank account for
3 the room. Ms. Fonoti stated to Mr. Patterson that his prior
4 payment made through with his debit card would be returned to him
5 within thirty days (30) days and that he would not be allowed to
6 have possession of the room unless he prepaid for the room in
7 cash. Ms. Fonoti used profanity when speaking to Mr. Patterson;
8 she was rude to him, overly aggressive, offensive, disrespectful,
9 uncooperative and unfair to him. Ms. Fonoti then rented his room
10 to a Caucasian man while Mr. Patterson was at the hotel
11 attempting to check into his room. Then she called the police
12 and told the police that Mr. Patterson had a gun and that he
13 threatened her with a gun, because he is an African American man.
14 Ms. Fonoti's statement about Mr. Patterson was a false,
15 defamatory and unprivileged. Mr. Patterson did not have a gun
16 and he did not threaten Ms. Fonoti with a gun. Ms. Fonoti never
17 saw Mr. Patterson in possession of a gun; she told the police
18 that he had a gun because he is an African American man. Ms.
19 Fonoti's statements to the police about Mr. Patterson were false
20 and she had know reasonable basis to believe her statements were
21 true when she made the statements. Plaintiff is informed and
22 believes and thereon alleges that Ms. Fonoti published the false,
23 unprivileged defamatory statements about him to third persons who
24 heard and understood the statements. Her false statement about
25 him caused damage to his reputation and contributed to denying
26 him possession of a hotel room that he had already paid for. Ms.
27 Fonoti acted the way she did toward Mr. Patterson and made the

1 false statements about him to the police because he is an African
2 American male. Her intent was to harass him, cause him emotional
3 distress, to discourage him from renting the room, deny him the
4 room, inconvenience him, embarrass and humiliate him, damage his
5 reputation. Defendant denied Mr. Patterson possession of his
6 room that he had paid for and gave his room to a Caucasian man in
7 his stead. After Ms. Fonoti refused the room to Mr. Patterson,
8 she rented his room to a Caucasian man while he was at the hotel
9 attempting to check into his room. Mr. Patterson was forced to
10 leave the hotel without a room and to rent a room at another
11 location because of Ms. Fonoti's discriminatory conduct alleged
12 herein. Defendant's management video recorded the May 3, 2020
13 incident complained about herein. Within a week after the
14 incident, Mr. Patterson complained to the management of defendant
15 about Ms. Fonoti's conduct and requested a copy of the video and
16 audio recording of Ms. Fonoti's conduct toward him on May 3,
17 2020. Defendant's management refused to provide him with a copy
18 of the video recording or audio recording of the May 3, 2020,
19 though the video recording and audio recording was in their
20 possession and control and they had the ability and opportunity
21 to provide him with a copy of the video and audio recording. Mr.
22 Patterson's attorney requested defendant's management to provide
23 him with a copy of the video and audio recording of the May 3,
24 2020 incident. Defendant's management failed and refused to
25 provide Mr. Patterson's attorney with a copy of the video, audio
26 recording of the May 3, 2020 incident, though they had possession
27 and control of the video and audio recording. Plaintiff is

1 informed and believes that defendant management failed to take
2 any disciplinary action against Ms. Fonoti for her conduct toward
3 plaintiff on May 3, 2020.

4 18. Plaintiff is informed and believes and thereon alleges
5 that defendant customarily allows non African Americans men to
6 pre pay with a debit card and or credit card when renting a room
7 at Travelodge Hotel and customarily does not require non African
8 American men to prepay in cash before allowing them to check into
9 their room when they have already paid for their room with their
10 debit card.

11 19. Plaintiff is informed and believes and thereon alleges
12 that Travelodge Hotels, Inc., Wyndham Hotel Management, Inc.,
13 Wyndham Hotel Group, LLC, Does 1 to 10, and each of them knew or
14 should have known that Tala Fonoti and other employees were
15 discriminating against African American men who attempted to rent
16 a room from Travelodge, and or harassing them because of their
17 race, and failed to take all reasonable action to stop them from
18 discriminating against African American men. They knew or should
19 have known that Travelodge employees were discouraging African
20 American men from renting room, requiring them to prepay in cash
21 for room before allowing them to check into their rooms, because
22 their race but failed to take all reasonable action to stop them
23 from discriminating and or harassment African American men who
24 were attempting to rent rooms from Travelodge hotel.

25 20. Plaintiff is informed and believes and thereon alleges
26 that Travelodge Hotels, Inc., Wyndham Hotel Management, Inc.,
27 Wyndham Hotel Group, LLC, Does 1 to 10, and each of them, knew or

1 should have known that some of its employees were discriminating
2 against African American because their race by discouraging
3 African Americans from renting rooms from Travelodge, by talking
4 to African Americans in a rude, hostile disrespectful manner
5 because of their race.

6 21. Plaintiff is informed and believes and thereon alleges
7 Travelodge Hotels, Inc., Wyndham Hotel Management, Inc., Wyndham
8 Hotel Group, LLC, Does 1 to 10, and each of them, failed to take
9 all reasonable action to stop Travelodge and or its employees
10 from discriminating against African American persons attempting
11 to rent a room from Travelodge Hotel and or prevent Travelodge
12 and or its employees from discriminating against African American
13 persons attempting to rent a room from Travelodge.

14 22. Plaintiff is informed and believes and thereon alleges
15 that Defendant Travelodge Hotels, Inc., Wyndham Hotel Management,
16 Inc., Wyndham Hotel Group, LLC, Does 1 to 10, and each of them,
17 have engaged in a continuing policy, pattern and practice of
18 discriminating and or harassing African Americans who request
19 housing accommodations, because of their race.

20 23. Defendant's conduct violated California Government Code
21 §12955 et seq. and California Civil Code §51.

22 24. Defendant carried out the acts alleged herein
23 intentionally and with malice, fraud and or oppression.

24 25. Defendant acted with a reckless disregard to
25 plaintiff's legal rights and well being and acted with the
26 purpose to cause plaintiff to suffer emotional distress.

27 26. Defendant's conduct was outrageous and despicable,

1 entitling plaintiff to recover general damages, economic damages
2 and punitive damages.

3 27. Defendant's conduct proximately caused harm and injury
4 to plaintiff, including but not limited to emotional distress,
5 serious emotional distress, severe emotional distress, worry,
6 anxiety, humiliation, embarrassment, loss of his since of
7 dignity, denied him his right to fair equal housing, denied him
8 his right to be free of race discrimination when renting a hotel
9 room, denied him the rental of the room and possession of the
10 room he had previously paid for, caused him to incur an expense
11 of a hotel room, caused him to incur attorney fees and court
12 costs.

13 28. Plaintiff demands a jury trial.

14 **FIRST CAUSE OF ACTION**
15 **Housing Discrimination and Harassment in Violation**
16 **of California Government Code §12955, et seq.,**
17 **(Directed against all defendants)**

18 29. Plaintiff hereby incorporates all of the allegations in
19 the complaint, as though fully set forth herein this paragraph of
20 the complaint.

21 30. Defendant violated California Government Code §12955 by
22 doing the acts alleged herein. Government Code section 12955
23 prohibits persons from discriminating against people and or
24 harassing people relating to housing, because of their race.
25 Defendant discriminated against plaintiff and harassed plaintiff
26 because of his race when doing the acts alleged herein.

27 31. Plaintiff is informed and believes and thereon alleges
28 that defendant intentionally discriminated against him and

1 | harassed him because of his race by doing the acts alleged
2 | herein.

3 | 32. Plaintiff is informed and believes and thereon alleges
4 | that defendant did the acts alleged herein to discouraged Mr.
5 | Patterson from renting a room at Travelodge Hotel, and or deny
6 | him the opportunity to rent a room and or to harass him because
7 | of his race.

8 | 33. Plaintiff is informed and believes and thereon alleges
9 | that defendant intentionally treated him differently than non
10 | African American men when he attempted to check into his room at
11 | Travelodge hotel because of his race, by doing the acts alleged
12 | herein.

13 | 34. Plaintiff is informed and believes and thereon alleges
14 | that defendant intentionally treated him less favorable than non
15 | African American men when he was attempting to check into his
16 | room at Travelodge hotel because of his race, by doing the acts
17 | alleged herein.

18 | 35. Plaintiff is informed and believes and thereon alleges
19 | that defendant intentionally harassed him when he attempted to
20 | check into his room at Travelodge hotel because of his race, by
21 | doing the acts alleged herein.

22 | 36. Defendant's conduct alleged herein proximately caused
23 | plaintiff harm and injury, including but not limited to pain and
24 | suffering, emotional distress, worry, anxiety, inconvenience,
25 | humiliation, embarrassment, loss of dignity, denial of his right
26 | to be free from racial discrimination when renting housing,
27 | denied him possession of the room he paid for, denied him fair

1 and equal opportunity for fair housing accommodations, caused him
2 to incur expenses; and to retain and attorney and to incur
3 attorney fees and court costs.

4 **SECOND CAUSE OF ACTION**
5 **Discrimination, Harassment in Violation**
6 **of California Civil Code §51**
7 **(Directed against all defendants)**

8 37. Plaintiff hereby incorporates all of the allegations in
9 this complaint, as though fully set forth herein this paragraph
10 of the complaint.

11 38. Defendants' violated California Civil Code §51 by doing
12 the acts alleged herein. Civil Code section 51 prohibits
13 business from discriminating against people and or harassing
14 people be cause of race or color. Defendant discriminated
15 against plaintiff and harassed plaintiff because of his race by
16 doing the acts alleged herein.

17 39. Defendants' violation of California Civil code §51
18 proximately caused injury and harm to plaintiff.

19 40. Defendants' conduct alleged herein proximately caused
20 plaintiff pain and suffering, emotional distress, worry, anxiety,
21 inconvenience, embarrassment, humiliation, damage to his dignity,
22 denied him his right to be free of housing discrimination based
23 on race, caused him to lose his hotel room that he paid for,
24 caused him to lose the right and opportunity to have possession
25 of the property because of his race, caused him to incur
26 expenses, and caused him to incur attorney fees and court costs.

27 **THIRD CAUSE OF ACTION**
28 **Slander**
(Directed against all Defendants)

1 41. Plaintiff hereby incorporates all of the allegations in
2 this complaint, as though fully set forth herein this paragraph
3 of the complaint.

4 42. Tali Fonoti published false, defamatory statements
5 about plaintiff to a third person by doing the acts allege.

6 43. Tali Fonoti falsely accused plaintiff of committing a
7 crime by accusing him of threatening her with a gun as alleged
8 herein and acting in a disorderly manner.

9 44. Tali Fonoti's false statements about plaintiff damaged
10 his reputation and caused him to lose his opportunity to stay in
11 the Travelodge hotel room that he paid for, caused him emotional
12 stress, caused him inconvenience, and caused him to incur the
13 expense of obtaining another hotel room with a different hotel
14 than Travelodge.

15 45. Ms. Fonoti knew that plaintiff did not threaten her
16 with a gun when she falsely published that he threatened her with
17 a gun to a third person. She made the false statements about
18 plaintiff to damage his reputation, to cause him emotional
19 distress, inconvenience and deny him a room at Travelodge hotel
20 and or prevent him from renting a room at the Travelodge hotel.

21 46. Plaintiff is informed and believes and thereon alleges
22 that Tali Fonoti made unprivileged false, defamatory statements
23 about plaintiff to third persons. Said statements damaged
24 plaintiff's reputation and caused plaintiff harm and injury.

25 47. Plaintiff is informed and believes and thereon alleges
26 that Tali Fonoti was employed by the remaining defendants and
27 acting in the course and scope of such employment and or agency

1 when she did the acts alleged herein.

2 48. Plaintiff is informed and believes that when the
3 remaining defendants learned of Ms. Fonoti's conduct they
4 ratified her conduct by failing to take administrative and or
5 disciplinary action against her and or failing to reasonably
6 preserve the video recording of the events alleged herein, after
7 they were notified that plaintiff notified them of the incident
8 and that the video recording was evidence and requested defendant
9 to preserve the video recording of the events alleged herein.

10 49. Defendant's false slanderous statements about plaintiff
11 damaged plaintiff's reputation and proximately caused plaintiff
12 injury and harm.

13 **FOURTH CAUSE OF ACTION**
14 **Negligence**
(Directed against all Defendants)

15 50. Plaintiff hereby incorporates all of the allegations in
16 this complaint, as though fully set forth herein this paragraph
17 of the complaint.

18 51. Defendant was negligent in doing the acts alleged
19 herein.

20 52. Defendant negligently owned, maintained, managed and or
21 controlled the Travelodge hotel where plaintiff's alleged
22 incident occurred.

23 53. Travelodge, aka Travelodge Hotel, Inc., Wyndham Hotel
24 Management, Inc., Wyndham Hotel Group, LLC, Does 1 through 10,
25 inclusive, negligently hired, trained, supervised, managed Tala
26 Fonoti and or other employees.

27 54. Defendant's negligence proximately caused plaintiff

1 injury and harm, including but not limited to pain and suffering,
2 emotional distress, worry, anxiety, humiliation, embarrassment,
3 loss of dignity, inconvenience, damage to his reputation, denied
4 him the right to rent the hotel room he paid for, denied him the
5 right to equal access to housing accommodations without race
6 discrimination.

7 **FIFTH CAUSE OF ACTION**
8 **Intentional Infliction of Emotional Distress**
9 **(Directed against all Defendants)**

10 55. Plaintiff hereby incorporates all of the allegations in
11 this complaint, as though fully set forth herein this paragraph
12 of the complaint.

13 56. Defendant acted willfully and intentional when doing
14 the acts alleged herein.

15 57. Defendant acted with a reckless disregard for
16 plaintiff's legal rights when doing the acts alleged herein.

17 58. Defendant's conduct alleged herein is outrageous and
18 caused plaintiff to suffer severe emotional distress.

19 59. Defendant, acted with malice, fraud and oppression when
20 doing the acts alleged herein, entitling plaintiff to recover
21 punitive damages from defendant in addition to other damages from
22 defendant.

23 60. Defendant's conduct alleged herein proximately caused
24 plaintiff injury and harm, including but not limited to pain and
25 suffering, emotional distress, worry, anxiety, humiliation,
26 embarrassment, loss of dignity, inconvenience, damage to his
27 reputation, denied him the right to rent the hotel room he paid
28 for, denied him the right to equal access to housing

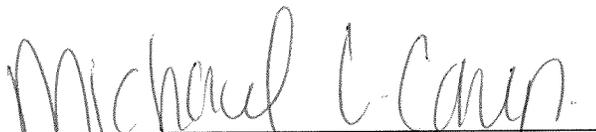
1 accommodations without race discrimination.

2 **WHEREFORE**, Plaintiff pray for judgement as follows:

- 3 1. General and actual damages in the sum of
4 \$1,000,000,
5 2. Economic damages according to proof,
6 3. Consequential damages, plus interest,
7 4. Punitive damages in the sum of \$10,000,000,
8 5. Prejudgment interest; post judgment interest,
9 6. Reasonable attorney fees,
10 7. Court costs,
11 8. Such other and further damages and relief as is
12 just and fair.

13
14 Date: June 30, 2020

LAW OFFICES OF MICHAEL C. COHEN

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16 
17 Michael C. Cohen, Attorney
18 for plaintiff