IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

COUNTY DEPARTMENT, LAW DIVISION

ERIN ANDREWS,

Plaintiff,

vs.

MARRIOTT INTERNATIONAL, INC., a Delaware Corporation; WEST END HOTEL PARTNERS, LLC dba NASHVILLE MARRIOTT AT VANDERBILT UNIVERSITY, a Delaware Limited Liability Company; WINDSOR CAPITAL GROUP, INC., a Colorado Corporation; RADISSON HOTELS INTERNATIONAL, INC., a Delaware Corporation; ASHTEL INC. dba RADISSON HOTEL MILWAUKEE AIRPORT, a Wisconsin Corporation; THE OHIO STATE UNIVERSITY dba THE BLACKWELL INN; PREFERRED HOTEL GROUP, INC. dba SUMMIT HOTELS & RESORTS, a Delaware Corporation; MICHAEL DAVID BARRETT, an individual,

Defendants.

NO.

2010L008186
CALENDAR/ROOM X
TIME 00:00
Tort - Intentional

COMPLAINT

Plaintiff, ERIN ANDREWS, by and through her attorneys Power Rogers & Smith, P.C., and complaining of the Defendants MARRIOTT INTERNATIONAL, INC., a Delaware Corporation, WEST END HOTEL PARTNERS, LLC dba NASHVILLE MARRIOTT AT VANDERBILT UNIVERSITY, a Delaware Limited Liability Company, WINDSOR CAPITAL GROUP, INC., a Colorado Corporation, RADISSON HOTELS INTERNATIONAL, INC., a Delaware Corporation; ASHTEL INC. dba RADISSON HOTEL MILWAUKEE AIRPORT, a Wisconsin Corporation, THE OHIO STATE UNIVERSITY dba THE BLACKWELL INN, PREFERRED HOTEL GROUP, INC.

dba SUMMIT HOTELS & RESORTS, a Delaware Corporation, and MICHAEL DAVID BARRETT, an individual, pleading hypothetically and in the alternative, states as follows:

GENERAL ALLEGATIONS

1. At all relevant times herein, Plaintiff ERIN ANDREWS was and is a resident of Atlanta, Georgia, and is a well known television reporter.

2. At all relevant times herein, Defendant MARRIOTT INTERNATIONAL, INC. (hereinafter "MARRIOTT") was and is a Delaware Corporation, with its principle place of business at 10400 Fernwood Road, Bethesda, Maryland, 20817, and with offices, hotels and business in Cook County, Illinois.

3. At all relevant times herein, Defendant PREFERRED HOTEL GROUP, INC. dba SUMMIT HOTELS & RESORTS (hereinafter "PREFERRED") was and is a Delaware Corporation, with its principle place of business at 311 S. Wacker Drive, Suite 1900, Chicago, Illinois, 60606.

4. At all relevant times herein, Defendant MICHAEL DAVID BARRETT ("BARRETT") was and is a resident of Westmont, Illinois, 60559.

5. At all relevant times herein, Defendant WEST END HOTEL PARTNERS, LLC dba NASHVILLE MARRIOTT AT VANDERBILT UNIVERSITY (hereinafter "WEST END") was and is a Delaware Limited Liability Company, with its principle place of business at 11 Madison Avenue, 16th Floor, New York, New York, 10010.

6. At all relevant times herein, Defendant WINDSOR CAPITAL GROUP, INC. (hereinafter "WINDSOR") was and is a Colorado Corporation, with its principle place of business at 3000 Ocean Park Boulevard, Suite 3010, Santa Monica, California 90405.

7. At all relevant times herein, Defendant RADISSON HOTELS INTERNATIONAL, INC. (hereinafter "RADISSON") was and is a Delaware Corporation, with its principle place of

business at 701 Carlson Parkway, Minnetonka, Minnesota, 55305, and with offices, hotels and business in Cook County, Illinois.

8. At all relevant times herein, Defendant ASHTEL INC. dba RADISSON HOTEL MILWAUKEE AIRPORT (hereinafter "ASHTEL") was and is a Wisconsin Corporation, with its principle place of business at 6331 S. 13th Street, Milwaukee, Wisconsin, 53221.

9. At all relevant times herein, Defendant THE OHIO STATE UNIVERSITY dba THE BLACKWELL INN (hereinafter "OSU") was and is an Ohio entity, with its principle place of business at 190 N. Oval Mall, Rm. 1, Columbus, Ohio, 43210, which had, and has, significant and repeated contacts with Illinois.

10. At all relevant times herein, Defendants MARRIOTT, WEST END and WINDSOR owned, operated, controlled, maintained, managed, supervised, handled reservations for and/or were otherwise responsible for the Nashville Marriott at Vanderbilt University, located at 2555 West End Ave., Nashville, Tennessee, 37203 (hereinafter "NASHVILLE MARRIOTT").

11. At all relevant times herein, Defendants WEST END and WINDSOR were the agents and/or joint venturers of MARRIOTT and each other, and at all relevant times herein were, as such, acting within the course, scope and authority of said agency, and/or venture, and that MARRIOTT when acting as a principal, was negligent in the selection, hiring, training, and supervision of each and every other defendant as an agent and/or joint venturer. Additionally, defendants MARRIOTT, WEST END and WINDSOR were associated entities with the goal of carrying out a specific enterprise for profit. MARRIOTT, WEST END and WINDSOR had a community of interest in the NASHVILLE MARRIOTT, a proprietary interest in the NASHVILLE MARRIOTT, a right to govern the policies of the NASHVILLE MARRIOTT, and they shared in the profits and losses of the NASHVILLE MARRIOTT.

12. At all relevant times herein, Defendants RADISSON and ASHTEL owned, operated, controlled, maintained, managed, supervised, handled reservations for and/or were otherwise

responsible for the Radisson Hotel Milwaukee Airport, located at 6331 South 13th Street, Milwaukee, Wisconsin, 53221 (hereinafter "RADISSON MILWAUKEE"). Defendant ASHTEL was the agent, servant, employee and/or joint venturer of RADISSON, and at all relevant times herein was, as such, acting within the course, scope and authority of said agency, and/or venture, and that RADISSON when acting as a principal, was negligent in the selection, hiring, training, and supervision of each and every other defendant as an agent and/or joint venturer. Additionally, defendants RADISSON and ASHTEL were associated entities with the goal of carrying out a specific enterprise for profit. RADISSION and ASHTEL had a community of interest in the RADISSON MILWAUKEE, a proprietary interest in the RADISSON MILWAUKEE, a right to govern the policies of the RADISSON MILWAUKEE, and they shared in the profits and losses of the RADISSON MILWAUKEE.

13. At all relevant times herein, Defendants PREFERRED and OSU owned, operated, controlled, maintained, managed, supervised, handled reservations for and/or were otherwise responsible for The Blackwell Inn, located at 2110 Tuttle Park Place, Columbus, Ohio, 43210 (hereinafter "THE BLACKWELL"). Defendant OSU was the agent and/or joint venturer of PREFERRED, and at all relevant times herein was, as such, acting within the course, scope and authority of said agency and/or venture, and that PREFERRED when acting as a principal, was negligent in the selection, hiring, training, and supervision of each and every other defendant as an agent and/or joint venturer. Additionally, defendants PREFERRED and OSU were associated entities with the goal of carrying out a specific enterprise for profit. PREFERRED and OSU had a community of interest in THE BLACKWELL, a proprietary interest in THE BLACKWELL, a right to govern the policies of THE BLACKWELL, and they shared in the profits and losses of THE BLACKWELL.

14. At all relevant times herein, Plaintiff ERIN ANDREWS was and is required to travel across the United States to perform her job. As a result, Plaintiff stays in hotel rooms on a regular

basis with an expectation of privacy.

15. On or about January 28, 2008 and January 29, 2008, Defendant BARRETT used his cell phone in Illinois to call hotels in Columbus, Ohio to identify where Plaintiff would be staying on February 4, 2008. After being told by Defendants PREFERRED and/or OSU that Plaintiff would be staying at THE BLACKWELL, Defendant BARRETT requested that his room be placed next to the room of Plaintiff. BARRETT's request was accommodated without the knowledge or consent of the Plaintiff.

16. On or about February 4, 2008, Defendant BARRETT checked in to THE BLACKWELL where he removed and altered the peephole device from the Plaintiff's hotel room door. BARRETT then surreptitiously filmed Plaintiff through the peephole as she was changing and/or getting dressed without Plaintiff's consent or knowledge. This video was sent to e-mail accounts controlled by Defendant BARRETT from Illinois, and ultimately distributed on the Internet.

17. On or about July 28, 2008 and July 29, 2008, Defendant BARRETT made numerous phone calls from Illinois to Milwaukee, Wisconsin hotels to ascertain where Plaintiff would be staying on July 29, 2008 and July 30, 2008. BARRETT was informed by RADISSON and/or ASHTEL that Plaintiff would be or was at the RADISSON MILWAUKEE and he was provided with a room, at his request, next to Plaintiff. Defendant BARRETT then traveled from Illinois to Wisconsin on July 30, 2008, where he removed and altered the peephole device of Plaintiff's hotel room door.

18. Prior to September 2, 2008, Plaintiff is informed and believes that BARRETT made calls from Illinois to defendants MARRIOTT, WEST END and/or WINDSOR to determine if Plaintiff would be staying at the NASHVILLE MARRIOTT. On or about September 2, 2008, BARRETT reserved a room at the NASHVILLE MARRIOTT and specifically requested that his room be placed next to Plaintiff. Defendants MARRIOTT, WEST END and/or WINDSOR granted the request and placed BARRETT in the room next to Plaintiff, without Plaintiff's consent or

knowledge. Defendant BARRETT removed and altered the peephole of Plaintiff's hotel room door and recorded video of Plaintiff changing and/or getting dressed without her consent or knowledge.

19. Defendant BARRETT then posted the surreptitious videos of Plaintiff on the Internet from Illinois, thereby allowing, permitting and disseminating the illegal and unauthorized videos worldwide.

20. On July 16, 2009, Plaintiff ERIN ANDREWS became aware for the first time that she had been surreptitiously videotaped while changing and/or getting dressed at various hotel rooms and that her privacy had been invaded.

21. The unknowing and unwelcome filming of the Plaintiff while she was changing and/or getting dressed and the further dissemination of unauthorized, private videos of the Plaintiff in the hotel rooms has caused and continues to cause Plaintiff great emotional distress and embarrassment.

COUNT I

(NEGLIGENCE AS AGAINST MARRIOTT, WEST END AND WINDSOR)

22. Plaintiff realleges as though fully set forth at length, and incorporates herein by reference, all of the allegations and statements contained in paragraphs 1 through 21 of the General Allegations, above, inclusive.

23. Defendants MARRIOTT, individually, and by and through its agents and/or joint venturers defendants WEST END and/or WINDSOR, WEST END and WINDSOR had a duty to exercise reasonable and ordinary care and caution in and about the ownership, management, maintenance, supervision, control and operation of the NASHVILLE MARRIOTT and its reservation system and each of their employees, agents, servants and independent contractors, all to the benefit of guests, patrons, business invitees and persons like Plaintiff ERIN ANDREWS.

24. Defendants MARRIOTT, WEST END and WINDSOR, by and through their agents, employees, servants, and/or independent contractors, were negligent in their acts and/or omissions by, amongst other things, revealing that Plaintiff ERIN ANDREWS would be or was a guest at the NASHVILLE MARRIOTT, by revealing Plaintiff's hotel room, by facilitating BARRETT's conduct by intentionally placing him in the room next to Plaintiff ERIN ANDREWS, and by failing to discover that Defendant BARRETT altered the peephole of Plaintiff's hotel room door, thereby allowing surreptitious videos to be taken of Plaintiff by BARRETT.

25. As a direct and proximate result of the above-said conduct of Defendants MARRIOTT, WEST END and/or WINDSOR, Plaintiff ERIN ANDREWS has suffered and continues to suffer from, including but not limited to, severe and permanent emotional distress, embarrassment, past and future medical expenses, and a loss of earning capacity.

WHEREFORE, Plaintiff ERIN ANDREWS prays for judgment in her favor and against

Defendants MARRIOTT, WEST END and WINDSOR in an amount in excess of $50,000 (fifty thousand dollars), plus costs and interest, and any other costs this Court deems is fair.

COUNT II

(NEGLIGENCE AS AGAINST PREFERRED AND OSU)

26. Plaintiff realleges as though fully set forth at length, and incorporates herein by reference, all of the allegations and statements contained in paragraphs 1 through 21 of the General Allegations, above, inclusive.

27. Defendants PREFERRED, individually, and by and through its agent and/or joint venturer defendant OSU, and OSU had a duty to exercise reasonable and ordinary care and caution in and about the ownership, management, maintenance, supervision, control and operation of THE BLACKWELL and its reservation system, and each of their employees, agents, servants and independent contractors, all to the benefit of guests, patrons, business invitees and persons like Plaintiff ERIN ANDREWS.

28. Defendants PREFERRED and OSU, by and through their agents, employees, servants, and/or independent contractors, were negligent in their acts and/or omissions by, amongst other things, revealing that Plaintiff ERIN ANDREWS would be or was a guest at THE BLACKWELL, by revealing Plaintiff's hotel room, by facilitating BARRETT's conduct by intentionally placing him in the room next to Plaintiff ERIN ANDREWS, and by failing to discover that Defendant BARRETT altered the peephole of Plaintiff's hotel room door, thereby allowing surreptitious videos to be taken of Plaintiff by BARRETT.

29. As a direct and proximate result of the above-said conduct of Defendants PREFERRED and OSU, Plaintiff ERIN ANDREWS has suffered and continues to suffer from, including but not limited to, severe and permanent emotional distress, embarrassment, past and future medical expenses, and a loss of earning capacity.

WHEREFORE, Plaintiff ERIN ANDREWS prays for judgment in her favor and against

Defendants PREFERRED and OSU in an amount in excess of $50,000 (fifty thousand dollars), plus costs and interest, and any other costs this Court deems is fair.

COUNT III

(NEGLIGENCE AS AGAINST RADISSON AND ASHTEL)

30. Plaintiff realleges as though fully set forth at length, and incorporates herein by reference, all of the allegations and statements contained in paragraphs 1 through 21 of the General Allegations, above, inclusive.

31. Defendant RADISSON, individually, and by and through its agent and/or joint venturer defendant ASHTEL, and ASHTEL had a duty to exercise reasonable and ordinary care and caution in and about the ownership, management, maintenance, supervision, control and operation of the RADISSON MILWAUKEE and its reservation system, and each of their employees, agents, servants and independent contractors, all to the benefit of guests, patrons, business invitees and persons like Plaintiff ERIN ANDREWS.

32. Defendants RADISSON and ASHTEL, by and through their agents, employees, servants, and/or independent contractors, were negligent in their acts and/or omissions by, amongst other things, revealing that Plaintiff ERIN ANDREWS would be or was a guest at the RADISSON MILWAUKEE, by revealing Plaintiff's hotel room, by providing BARRETT a room next to Plaintiff, at his request, and by failing to discover that Defendant BARRETT altered the peephole of Plaintiff's hotel room door.

33. As a direct and proximate result of the above-said conduct of Defendants RADISSON and ASHTEL, Plaintiff ERIN ANDREWS has suffered and continues to suffer from, including but not limited to, severe and permanent emotional distress, embarrassment, past and future medical expenses, and a loss of earning capacity.

WHEREFORE, Plaintiff ERIN ANDREWS prays for judgment in her favor and against Defendants RADISSON and ASHTEL in an amount in excess of $50,000 (fifty thousand dollars), plus costs and interest, and any other costs this Court deems is fair.

COUNT IV

(NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS AS AGAINST MARRIOTT, WEST END AND WINDSOR)

34. Plaintiff realleges as though fully set forth at length, and incorporates herein by reference, all of the allegations and statements contained in paragraphs 1 through 21 of the General Allegations, and paragraphs 22 through 25 of Count I, above, inclusive.

35. Defendants MARRIOTT, individually, and by and through its agents and/or joint venturers WEST END and/or WINDSOR, WEST END and WINDSOR had a duty to exercise reasonable and ordinary care and caution in and about the ownership, management, maintenance, supervision, control and operation of the NASHVILLE MARRIOTT and its employees, agents, servants and independent contractors, all to the benefit of guests, patrons, business invitees and persons like Plaintiff ERIN ANDREWS.

36. Defendants MARRIOTT, WEST END and WINDSOR, by and through their agents, employees, servants, and/or independent contractors, were negligent in their acts and/or omissions by revealing, amongst other things, that Plaintiff ERIN ANDREWS would be or was a guest at the NASHVILLE MARRIOTT, by revealing Plaintiff's hotel room, by facilitating BARRETT's conduct by intentionally placing him in the room next to Plaintiff ERIN ANDREWS, and by failing to discover that Defendant BARRETT altered the peephole of Plaintiff's hotel room door, thereby allowing surreptitious videos to be taken of Plaintiff by BARRETT.

37. As a direct and proximate result of the negligent acts and/or omissions of MARRIOTT, WEST END and WINDSOR, Plaintiff ERIN ANDREWS has suffered and continues to suffer from, including but not limited to, severe and permanent emotional distress, embarrassment, past and future medical expenses, and a loss of earning capacity.

WHEREFORE, Plaintiff ERIN ANDREWS prays for judgment in her favor and against Defendants MARRIOTT, WEST END and WINDSOR in an amount in excess of $50,000 (fifty thousand dollars), plus costs and interest, and any other costs this Court deems is fair.

COUNT V

(NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS AS AGAINST PREFERRED AND OSU)

38. Plaintiff realleges as though fully set forth at length, and incorporates herein by reference, all of the allegations and statements contained in paragraphs 1 through 21 of the General Allegations, and paragraphs 26 through 29 of Count II, above, inclusive.

39. Defendants PREFERRED, individually, and by and through its agent and/or joint venturer defendant OSU, and OSU had a duty to exercise reasonable and ordinary care and caution in and about the ownership, management, maintenance, supervision, control and operation of THE BLACKWELL and its employees, agents, servants and independent contractors, all to the benefit of guests, patrons, business invitees and persons like Plaintiff ERIN ANDREWS.

40. Defendants PREFERRED and OSU, by and through their agents, employees, servants, and/or independent contractors, were negligent their acts and/or omissions by, amongst other things, revealing that Plaintiff ERIN ANDREWS would be or was a guest at THE BLACKWELL, by revealing Plaintiff's hotel room, by facilitating BARRETT's conduct by intentionally placing him in the room next to Plaintiff ERIN ANDREWS, and by failing to discover that Defendant BARRETT altered the peephole of Plaintiff's hotel room door, thereby allowing surreptitious videos to be taken of Plaintiff by BARRETT.

41. As a direct and proximate result of the negligent acts and/or omissions of PREFERRED and OSU, Plaintiff ERIN ANDREWS has suffered and continues to suffer from, including but not limited to, severe and permanent emotional distress, embarrassment, past and future medical expenses, and a loss of earning capacity.

WHEREFORE, Plaintiff ERIN ANDREWS prays for judgment in her favor and against

Defendants PREFERRED and OSU in an amount in excess of $50,000 (fifty thousand dollars), plus costs and interest, and any other costs this Court deems is fair.

COUNT VI

(NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS AS AGAINST RADISSON AND ASHTEL)

42. Plaintiff realleges as though fully set forth at length, and incorporates herein by reference, all of the allegations and statements contained in paragraphs 1 through 21 of the General Allegations, and paragraphs 30 through 33 of Count III, above, inclusive.

43. Defendants RADISSON, individually, and by and through its agent and/or joint venturer defendant ASHTEL, and ASHTEL had a duty to exercise reasonable and ordinary care and caution in and about the ownership, management, maintenance, supervision, control and operation of the RADISSON MILWAUKEE and its employees, agents, servants and independent contractors, all to the benefit of guests, patrons, business invitees and persons like Plaintiff ERIN ANDREWS.

44. Defendants RADISSON and ASHTEL, by and through their agents, employees, servants, and/or independent contractors, were negligent in their acts and/or omissions by revealing that Plaintiff ERIN ANDREWS would be or was a guest at the RADISSON MILWAUKEE, by revealing Plaintiff's hotel room, and by failing to discover that Defendant BARRETT altered the peephole of Plaintiff's hotel room door.

45. As a direct and proximate result of the negligent acts and/or omissions of RADISSON and ASHTEL, Plaintiff ERIN ANDREWS has suffered and continues to suffer from, including but not limited to, severe and permanent emotional distress, embarrassment, past and future medical expenses, and a loss of earning capacity.

WHEREFORE, Plaintiff ERIN ANDREWS prays for judgment in her favor and against Defendants RADISSON and ASHTEL in an amount in excess of $50,000 (fifty thousand dollars), plus costs and interest, and any other costs this Court deems is fair.

COUNT VII

(INVASION OF PRIVACY

AS AGAINST MARRIOTT, WEST END, AND WINDSOR)

46. Plaintiff realleges as though fully set forth at length, and incorporates herein by reference, all of the allegations and statements contained in paragraphs 1 through 21 of the General Allegations, and paragraphs 22 through 25 of Count I, and paragraphs 34 through 37 of Count IV, above, inclusive.

47. The acts of MARRIOTT, individually, and by and through its agent and/or joint venturer defendants WEST END and/or WINDSOR, WEST END and WINDSOR, by and through their agents, employees, servants, and/or independent contractors, as set forth above, include but are not limited to, revealing that Plaintiff ERIN ANDREWS would be or was a guest at the NASHVILLE MARRIOTT, by revealing Plaintiff's hotel room, and by facilitating BARRETT's conduct by intentionally placing him in the room next to Plaintiff ERIN ANDREWS.

48. The intrusions by MARRIOTT, WEST END and WINDSOR were and are objectionable and offensive to any reasonable person, including Plaintiff.

49. As set forth above, the intrusions by MARRIOTT, WEST END and WINDSOR were specific to Plaintiff's private information and private matters.

50. As a direct and proximate result of the intrusion of seclusion and invasion of privacy by Defendants MARRIOTT, WEST END and WINDSOR, Plaintiff ERIN ANDREWS has suffered and continues to suffer from, including but not limited to, severe and permanent emotional distress, embarrassment, past and future medical expenses, and a loss of earning capacity.

WHEREFORE, Plaintiff ERIN ANDREWS prays for judgment in her favor and against Defendants MARRIOTT, WEST END and WINDSOR in an amount in excess of $50,000 (fifty thousand dollars), plus costs and interest, and any other costs this Court deems is fair.

COUNT VIII

(INVASION OF PRIVACY

AS AGAINST PREFERRED AND OSU)

51. Plaintiff realleges as though fully set forth at length, and incorporates herein by reference, all of the allegations and statements contained in paragraphs 1 through 21 of the General Allegations, and paragraphs 26 through 29 of Count II, and paragraphs 38 through 41 of Count V, above, inclusive.

52. The acts of PREFERRED, individually, and by and through its agent and/or joint venturer defendant OSU, and OSU, by and through their agents, employees, servants, and/or independent contractors, as set forth above, include but are not limited to, revealing that Plaintiff ERIN ANDREWS would be or was a guest at THE BLACKWELL, by revealing Plaintiff's hotel room, and by facilitating BARRETT's conduct by intentionally placing him in the room next to Plaintiff ERIN ANDREWS.

53. The intrusions by PREFERRED and OSU were and are objectionable and offensive to any reasonable person, including Plaintiff.

54. As set forth above, the intrusions by PREFERRED and OSU were specific to Plaintiff's private information and private matters.

55. As a direct and proximate result of the intrusion of seclusion and invasion of privacy by Defendants PREFERRED and OSU, Plaintiff ERIN ANDREWS has suffered and continues to suffer from, including but not limited to, severe and permanent emotional distress, embarrassment, past and future medical expenses, and a loss of earning capacity.

WHEREFORE, Plaintiff ERIN ANDREWS prays for judgment in her favor and against Defendant PREFERRED and OSU in an amount in excess of $50,000 (fifty thousand dollars), plus costs and interest, and any other costs this Court deems is fair.

COUNT IX

(INVASION OF PRIVACY

AS AGAINST RADISSON AND ASHTEL)

56. Plaintiff realleges as though fully set forth at length, and incorporates herein by reference, all of the allegations and statements contained in paragraphs 1 through 21 of the General Allegations, and paragraphs 30 through 33 of Count III, and paragraphs 42 through 45 of Count VI, above, inclusive.

57. The acts of RADISSON, individually, and by and through its agent and/or joint venturer defendant ASHTEL, and ASHTEL, by and through their agents, employees, servants, and/or independent contractors, as set forth above, include but are not limited to, revealing that Plaintiff ERIN ANDREWS would be or was a guest at the RADISSON MILWAUKEE and by revealing Plaintiff's hotel room.

58. The intrusions by RADISSON and ASHTEL were and are objectionable and offensive to any reasonable person, including Plaintiff.

59. As set forth above, the intrusions by RADISSON and ASHTEL were specific to Plaintiff's private information and private matters.

60. As a direct and proximate result of the intrusion of seclusion and invasion of privacy by Defendants RADISSON and ASHTEL, Plaintiff ERIN ANDREWS has suffered and continues to suffer from, including but not limited to, severe and permanent emotional distress, embarrassment, past and future medical expenses, and a loss of earning capacity.

WHEREFORE, Plaintiff ERIN ANDREWS prays for judgment in her favor and against Defendant RADISSON and ASHTEL in an amount in excess of $50,000 (fifty thousand dollars), plus costs and interest, and any other costs this Court deems is fair.

COUNT X

(INVASION OF PRIVACY – INTRUSION OF SECLUSION AS AGAINST BARRETT)

61. Plaintiff realleges as though fully set forth at length, and incorporates herein by reference, all of the allegations and statements contained in paragraphs 1 through 21 of the General Allegations, and paragraphs 22 through 25 of Count I, paragraphs 26 through 29 of Count II, paragraphs 30 through 33 of Count III, paragraphs 34 through 37 of Count IV, paragraphs 38 through 41 of Count V, paragraphs 42 through 45 of Count VI, paragraphs 46 through 50 of Count VII, paragraphs 51 through 55 of Count VIII, and paragraphs 56 through 60 of Count IX above, inclusive.

62. The acts of BARRETT, set forth above, including but not limited repeated attempts to locate the hotels of Plaintiff, the requesting of adjacent hotel rooms, the altering and tampering with Plaintiff's hotel door peepholes, the surreptitious, unauthorized and illegal videotaping of Plaintiff and the distribution of said videos were unauthorized intrusions into Plaintiff's seclusion.

63. The intrusions by BARRETT were and are objectionable and offensive to a reasonable person, including Plaintiff.

64. As set forth above, the intrusions by BARRETT were at hotels and hotel rooms, at times while Plaintiff was changing and/or getting dressed, and when she had the greatest expectation of privacy.

65. As a direct and proximate result of the intrusion of seclusion and invasion of privacy by BARRETT, Plaintiff ERIN ANDREWS has suffered and continues to suffer from, including but not limited to, severe and permanent emotional distress, embarrassment, past and future medical expenses, and a loss of earning capacity.

WHEREFORE, Plaintiff ERIN ANDREWS prays for judgment in her favor and against

Defendant BARRETT in an amount in excess of $50,000 (fifty thousand dollars), plus costs and interest, and any other costs this Court deems is fair.

COUNT XI

(INVASION OF PRIVACY – PUBLIC DISCLOSURE OF PRIVATE FACTS AS AGAINST BARRETT)

66. Plaintiff realleges as though fully set forth at length, and incorporates herein by reference, all of the allegations and statements contained in paragraphs 1 through 21 of the General Allegations, and paragraphs 22 through 25 of Count I, paragraphs 26 through 29 of Count II, paragraphs 30 through 33 of Count III, paragraphs 34 through 37 of Count IV, paragraphs 38 through 41 of Count V, paragraphs 42 through 45 of Count VI, paragraphs 46 through 50 of Count VII, paragraphs 51 through 55 of Count VIII, paragraphs 56 through 60 of Count IX, and paragraphs 62 through 65 of Count X, above, inclusive.

67. As set forth above, BARRETT posted, uploaded, distributed, and/or disseminated the illegal, unauthorized and private videos of Plaintiff changing and/or getting dressed, in her hotel rooms, throughout the Internet.

68. The illegal, unauthorized and private videos displayed Plaintiff's most vulnerable and private moments from her hotel rooms.

69. The distribution and dissemination of these videos by BARRETT were highly offensive to any reasonable person, including Plaintiff.

70. As a direct and proximate result of the public disclosure of private facts and invasion of privacy by BARRETT, Plaintiff ERIN ANDREWS has suffered and continues to suffer from, including but not limited to, severe and permanent emotional distress, embarrassment, past and future medical expenses, and a loss of earning capacity.

WHEREFORE, Plaintiff ERIN ANDREWS prays for judgment in her favor and against Defendant BARRETT in an amount in excess of $50,000 (fifty thousand dollars), plus costs and interest, and any other costs this Court deems is fair.

COUNT XII

(NEGLIGENCE

AS AGAINST BARRETT)

71. Plaintiff realleges as though fully set forth at length, and incorporates herein by reference, all of the allegations and statements contained in paragraphs 1 through 21 of the General Allegations, and paragraphs 22 through 25 of Count I, paragraphs 26 through 29 of Count II, paragraphs 30 through 33 of Count III, paragraphs 34 through 37 of Count IV, paragraphs 38 through 41 of Count V, paragraphs 42 through 45 of Count VI, paragraphs 46 through 50 of Count VII, paragraphs 51 through 55 of Count VIII, paragraphs 56 through 60 of Count IX, paragraphs 61 through 65 of Count X, and paragraphs 66 through 70 of Count XI, above, inclusive.

72. Defendant BARRETT had a duty to exercise reasonable and ordinary care with respect to guests, patrons, business invitees and persons like Plaintiff ERIN ANDREWS.

73. Defendant BARRETT was negligent in his acts and/or omissions by, amongst other things, negligently engaging in acts, as set forth above, that BARRETT knew, or should have known, would cause harm to Plaintiff.

74. As a direct and proximate result of the above-said conduct of Defendant BARRETT, Plaintiff ERIN ANDREWS has suffered and continues to suffer from, including but not limited to, severe and permanent emotional distress, embarrassment, past and future medical expenses, and a loss of earning capacity.

WHEREFORE, Plaintiff ERIN ANDREWS prays for judgment in her favor and against Defendant BARRETT in an amount in excess of $50,000 (fifty thousand dollars), plus costs and interest, and any other costs this Court deems is fair.

COUNT XIII

(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS AS AGAINST BARRETT)

75. Plaintiff realleges as though fully set forth at length, and incorporates herein by reference, all of the allegations and statements contained in 1 through 21 of the General Allegations, and paragraphs 22 through 25 of Count I, paragraphs 26 through 29 of Count II, paragraphs 30 through 33 of Count III, paragraphs 34 through 37 of Count IV, paragraphs 38 through 41 of Count V, paragraphs 42 through 45 of Count VI, paragraphs 46 through 50 of Count VII, paragraphs 51 through 55 of Count VIII, paragraphs 56 through 60 of Count IX, paragraphs 61 through 65 of Count X, paragraphs 66 through 70 of Count XI, and paragraphs 71 through 74 of Count XII, above, inclusive.

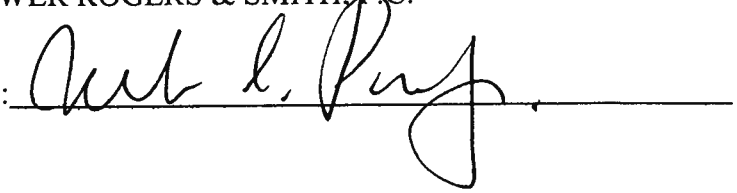
76. Defendant BARRETT subjected Plaintiff to extreme and outrageous conduct, set forth above, including but not limited repeated attempts to locate the hotels of Plaintiff, the requesting of an adjacent hotel rooms, the altering and tampering with Plaintiff's hotel door peepholes, the surreptitious, unauthorized and illegal videotaping of Plaintiff and the distribution of said videos.

77. Defendant BARRETT intended his conduct to inflict severe distress or knew that there was as high probability that his conduct would inflict such distress to Plaintiff, as shown by his dissemination of unauthorized, private videos of the Plaintiff in the hotel rooms.

78. As a direct and proximate result of the above-said conduct of Defendant BARRETT, Plaintiff ERIN ANDREWS has suffered and continues to suffer from, including but not limited to, severe and permanent emotional distress, embarrassment, past and future medical expenses, and a loss of earning capacity.

WHEREFORE, Plaintiff ERIN ANDREWS prays for judgment in her favor and against Defendant BARRETT in an amount in excess of $50,000 (fifty thousand dollars), plus costs and interest, and any other costs this Court deems is fair.

POWER ROGERS & SMITH, P.C.

BY: 

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

COUNTY DEPARTMENT, LAW DIVISION

ERIN ANDREWS,

Plaintiff,

vs.

MARRIOTT INTERNATIONAL, INC., a Delaware Corporation; WEST END HOTEL PARTNERS, LLC dba NASHVILLE MARRIOTT AT VANDERBILT UNIVERSITY, a Delaware Limited Liability Company; WINDSOR CAPITAL GROUP, INC., a Colorado Corporation; RADISSON HOTELS INTERNATIONAL, INC., a Delaware Corporation; ASHTEL INC. dba RADISSON HOTEL MILWAUKEE AIRPORT, a Wisconsin Corporation; THE OHIO STATE UNIVERSITY dba THE BLACKWELL INN; PREFERRED HOTEL GROUP, INC. dba SUMMIT HOTELS & RESORTS, a Delaware Corporation; MICHAEL DAVID BARRETT, an individual,

Defendants.

NO.

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AFFIDAVIT

I, JOSEPH A. POWER, JR., upon oath, deposes and states the following:

1. That I am one of the attorneys for the Plaintiff, ERIN ANDREWS, in the above-entitled cause of action.

2. That upon information and belief, the money damages in this cause of action will exceed $50,000.00.

POWER ROGERS & SMITH, P.C.

By: _____

SUBSCRIBED and SWORN to before me this 15th day of July, 2010.

_____
Notary Public

OFFICIAL SEAL
CAROLYN J BARTOLOTTA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/04/14