

IN THE STATE COURT OF DEKALB COUNTY  
STATE OF GEORGIA

NATALIE BURSON Individually  
and as Representative of the Estate  
of JOANNE FRIIS BURSON,  
deceased,

Plaintiff,

— *versus* —

AIMBRIDGE HOSPITALITY,  
LLC  
AIMBRIDGE CONCESSIONS,  
INC.  
AIMBRIDGE EMPLOYEE  
SERVICE CORP.  
AIMBRIDGE RECEIVER  
SERVICES LLC  
RESIDENCE INN BY  
MARRIOTT, LLC  
ALE SOLUTIONS, INC.  
CLAUDIA GORDON  
“IZZY”  
JOHN/JANE DOE 1-10,

Defendants

CIVIL ACTION

FILE NO. 20A82568  
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JURY TRIAL DEMANDED

PLAINTIFF’S COMPLAINT FOR DAMAGES

## Nature of the Action

1. This wrongful-death action arises from negligence and deception by the management and staff of the Marriott Residence Inn Atlanta Buckhead/Lenox Park, at 2220 Lake Boulevard, NE Atlanta, DeKalb County, Georgia, 30319 (the “Residence Inn”).

2. Joanne Friis Burson died on October 4, 2018, following days of negligence and deception by the Residence Inn management and staff.

3. Plaintiff Natalie Burson is the daughter of Joanne Friis Burson, deceased.

4. At the time of her death, Joanne Burson was 70 years old with a life expectancy of an additional 16.7 years.<sup>1</sup>

5. As Administrator, Plaintiff asserts a claim on behalf of the estate of Joanne Burson for harm she suffered before she died.

6. Plaintiff also asserts a wrongful-death claim pursuant to OCGA Title 51, Chapter 4.

7. Joanne Burson was unmarried when she died.

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<sup>1</sup> See National Vital Statistics Reports, Vol. 68, No. 7, June 24, 2019, Table 3. Life table for females: United States, 2017, available at [https://www.cdc.gov/nchs/data/nvsr/nvsr68/nvsr68\\_07-508.pdf](https://www.cdc.gov/nchs/data/nvsr/nvsr68/nvsr68_07-508.pdf).

8. Pursuant to common law principles and pursuant to OCGA Title 51 (including OCGA 51-3-1), all the Defendants are liable for the harm caused by their negligence.<sup>2</sup>

9. Pursuant to OCGA 51-6-1, the Residence Inn Defendants are liable for the harm caused by their deceit.<sup>3</sup>

10. The “Residence Inn Defendants” include the four Aimbridge Defendants, Residence Inn by Marriott, LLC, Claudia Gordon, and Izzy.

11. Pursuant to OCGA 13-6-11, the Residence Inn Defendants are liable for Plaintiff’s expenses of litigation, because they have acted in bad faith.<sup>4</sup>

12. Pursuant to OCGA 51-12-5.1, the Residence Inn Defendants are liable for punitive damages, because they acted fraudulently, acted in bad faith, and acted with wantonness and conscious indifference to consequences.<sup>5</sup>

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<sup>2</sup> See, e.g., OCGA § 51-3-1: Duty of owner or occupier of land to invitee: Where an owner or occupier of land, by express or implied invitation, induces or leads others to come upon his premises for any lawful purpose, he is liable in damages to such persons for injuries caused by his failure to exercise ordinary care in keeping the premises and approaches safe.

<sup>3</sup> See OCGA § 51-6-1: Right of action for fraud accompanied by damage: Fraud, accompanied by damage to the party defrauded, always gives a right of action to the injured party.

<sup>4</sup> See OCGA § 13-6-11: Recovery of expenses of litigation generally: The expenses of litigation generally shall not be allowed as a part of the damages; but where the plaintiff has specially pleaded and has made prayer therefor and where the defendant has acted in bad faith, has been stubbornly litigious, or has caused the plaintiff unnecessary trouble and expense, the jury may allow them.

<sup>5</sup> See OCGA 51-12-5.1(b): Punitive damages may be awarded only in such tort actions in which it is proven by clear and convincing evidence that the defendant's actions showed

## Parties, Jurisdiction, and Venue

13. **Natalie Burson** is a citizen of Georgia and the daughter of Joanne Burson, deceased, and the representative of her estate.

14. **Joanne Friis Burson, deceased**, was a months-long resident of the Residence Inn in September 2018.

15. In late September, Natalie Burson spoke to various staff working at the Residence Inn, to ask the staff to check on her mother's safety. The staff members agreed to do so and told Natalie — falsely — that Joanne was fine.

16. **The Aimbridge Defendants** include four affiliated entities: Aimbridge Hospitality, LLC, Aimbridge Concessions, Inc., Aimbridge Employee Service Corp., and Aimbridge Receiver Services LLC — collectively “Aimbridge” or “the Aimbridge Defendants.”

17. Each of the four Aimbridge Defendants are registered to do business in Georgia.

18. The Aimbridge Defendants are the only members of their corporate family registered to do business in Georgia.

19. Each of the Aimbridge Defendants is subject to venue in DeKalb County pursuant to OCGA §§ 14-2-510, 14-3-510, and 14-11-1108.<sup>6</sup>

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willful misconduct, malice, fraud, wantonness, oppression, or that entire want of care which would raise the presumption of conscious indifference to consequences.

<sup>6</sup> OCGA §§ 14-2-510 and 14-3-510 provide identical venue provisions for regular business corporations and for nonprofit corporations:

“Each domestic corporation and each foreign corporation authorized to transact business in this state shall be deemed to reside and to be subject to venue as follows: (1) In civil

20. **Defendant Aimbridge Hospitality, LLC (“AH”)** is a Texas limited liability company registered to do business in Georgia.

21. In September and October 2018, AH participated in owning and/or operating the Marriott Residence Inn Atlanta Buckhead/Lenox Park, at 2220 Lake Boulevard, NE Atlanta, DeKalb County, Georgia, 30319.

22. AH participated in employing and/or supervising the Residence Inn staff members who falsely assured Natalie Burson of her mother’s safety.

23. However, if any other entity was a principal of those individuals, each such entity is hereby on notice that but for a mistake concerning the identity of the proper party, the action would have been brought against it.

24. AH has been properly served with this Complaint.

25. AH has no defense to this lawsuit based on the statute of limitations, laches, or any defense based on undue delay in bringing suit.

26. AH is subject to personal jurisdiction in this Court.

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proceedings generally, in the county of this state where the corporation maintains its registered office.... (3) In actions for damages because of torts, wrong, or injury done, in the county where the cause of action originated, if the corporation has an office and transacts business in that county; (4) In actions for damages because of torts, wrong, or injury done, in the county where the cause of action originated.”

*Note:* These same venue provisions apply to Professional Corporations, because PCs are organized under the general “Business Corporation” provisions of the Georgia Code. *See* OCGA § 14-7-3. These venue provisions also apply to Limited Liability Companies, *see* OCGA § 14-11-1108, and to foreign limited liability partnerships, *see* OCGA § 14-8-46.

27. AH is subject to the subject matter jurisdiction of this Court in this case.

28. AH is subject to venue in this Court because the cause of action originated in DeKalb County and AH has an office and transacts business in that county.

29. AH may be served through: C T Corporation System, 289 S Culver St, Lawrenceville, GA, 30046-4805.

30. **Defendant Aimbridge Concessions, Inc. (“ACI”)** is a Texas corporation registered to do business in Georgia.

31. In September and October 2018, ACI participated in owning and/or operating the Marriott Residence Inn Atlanta Buckhead/Lenox Park, at 2220 Lake Boulevard, NE Atlanta, DeKalb County, Georgia, 30319.

32. ACI participated in employing and/or supervising the Residence Inn staff members who falsely assured Natalie Burson of her mother’s safety.

33. However, if any other entity was a principal of those individuals, each such entity is hereby on notice that but for a mistake concerning the identity of the proper party, the action would have been brought against it.

34. ACI has been properly served with this Complaint.

35. ACI has no defense to this lawsuit based on the statute of limitations, laches, or any defense based on undue delay in bringing suit.

36. ACI is subject to personal jurisdiction in this Court.

37. ACI is subject to the subject matter jurisdiction of this Court in this case.

38. ACI is subject to venue in this Court because the cause of action originated in DeKalb County and ACI has an office and transacts business in that county.

39. ACI may be served through: C T Corporation System, 289 S Culver St, Lawrenceville, GA, 30046-4805.

40. **Defendant Aimbridge Employee Service Corp. (“AES”)** is a Texas corporation registered to do business in Georgia.

41. In September and October 2018, AES participated in owning and/or operating the Marriott Residence Inn Atlanta Buckhead/Lenox Park, at 2220 Lake Boulevard, NE Atlanta, DeKalb County, Georgia, 30319.

42. AES participated in employing and/or supervising the Residence Inn staff members who falsely assured Natalie Burson of her mother’s safety.

43. However, if any other entity was a principal of those individuals, each such entity is hereby on notice that but for a mistake concerning the identity of the proper party, the action would have been brought against it.

44. AES has been properly served with this Complaint.

45. AES has no defense to this lawsuit based on the statute of limitations, laches, or any defense based on undue delay in bringing suit.

46. AES is subject to personal jurisdiction in this Court.

47. AES is subject to the subject matter jurisdiction of this Court in this case.

48. AES is subject to venue in this Court because the cause of action originated in DeKalb County and AES has an office and transacts business in that county.

49. AES may be served through: C T Corporation System, 289 S Culver St, Lawrenceville, GA, 30046-4805.

50. **Defendant Aimbridge Receiver Services LLC (“ARS”)** is a Texas limited liability company registered to do business in Georgia.

51. In September and October 2018, ARS participated in owning and/or operating the Marriott Residence Inn Atlanta Buckhead/Lenox Park, at 2220 Lake Boulevard, NE Atlanta, DeKalb County, Georgia, 30319.

52. ARS participated in employing and/or supervising the Residence Inn staff members who falsely assured Natalie Burson of her mother’s safety.

53. However, if any other entity was a principal of those individuals, each such entity is hereby on notice that but for a mistake concerning the identity of the proper party, the action would have been brought against it.

54. ARS has been properly served with this Complaint.

55. ARS has no defense to this lawsuit based on the statute of limitations, laches, or any defense based on undue delay in bringing suit.

56. ARS is subject to personal jurisdiction in this Court.

57. ARS is subject to the subject matter jurisdiction of this Court in this case.

58. ARS is subject to venue in this Court because the cause of action originated in DeKalb County and ARS has an office and transacts business in that county.

59. ARS may be served through: C T Corporation System, 289 S Culver St, Lawrenceville, GA, 30046-4805.

60. **Defendant Residence Inn by Marriott, LLC (“RIM”)** is a Maryland limited liability company licensed to do business in Georgia.

61. In September and October 2018, RIM participated in owning and/or operating the Marriott Residence Inn Atlanta Buckhead/Lenox Park, at 2220 Lake Boulevard, NE Atlanta, DeKalb County, Georgia, 30319.

62. RIM participated in employing and/or supervising the Residence Inn staff members who falsely assured Natalie Burson of her mother’s safety.

63. However, if any other entity was a principal of those individuals, each such entity is hereby on notice that but for a mistake concerning the identity of the proper party, the action would have been brought against it.

64. RIM has been properly served with this Complaint.

65. RIM has no defense to this lawsuit based on the statute of limitations, laches, or any defense based on undue delay in bringing suit.

66. RIM is subject to personal jurisdiction in this Court.

67. RIM is subject to the subject matter jurisdiction of this Court in this case.

68. RIM is subject to venue in this Court because the cause of action originated in DeKalb County and RIM has an office and transacts business in that county.

69. RIM may be served through: C T Corporation System, 289 S Culver St, Lawrenceville, GA, 30046-4805.

70. **Defendant ALE Solutions, Inc. (“ALE”)** is an Illinois corporation registered to do business in Georgia.

71. ALE was responsible for placing Joanne Burson in the Residence Inn, while repairs were made to the house Joanne lived in.

72. ALE was in communication with the Residence Inn, and on information and belief knew or should have known in late September that Joanne was unsafe.

73. ALE has been properly served with this Complaint.

74. ALE has no defense to this lawsuit based on the statute of limitations, laches, or any defense based on undue delay in bringing suit.

75. ALE is subject to personal jurisdiction in this Court.

76. ALE is subject to the subject matter jurisdiction of this Court in this case.

77. ALE is subject to venue in this Court because the cause of action originated in DeKalb County and ALE has an office and transacts business in that county.

78. ALE is also subject to venue in this Court, pursuant to OCGA 9-10-31, because their co-defendants are subject to venue here.

79. ALE may be served through: Cogency Global Inc., 900 Old Roswell Lakes Parkway, Suite 310, Roswell, GA, 30076.

80. **Defendant Claudia Gordon** is a Georgia citizen.

81. In late September and early October 2018, Ms. Gordon was a shift supervisor at Residence Inn.

82. Ms. Gordon was one of the Residence Inn staff who gave Natalie Burson false assurances that Natalie's mother was safe.

83. Ms. Gordon has been properly served with this Complaint.

84. Ms. Gordon has no defense to this lawsuit based on the statute of limitations, laches, or any defense based on undue delay in bringing suit.

85. Ms. Gordon is subject to personal jurisdiction in this Court.

86. Ms. Gordon is subject to the subject matter jurisdiction of this Court in this case.

87. Ms. Gordon is subject to venue in this Court, pursuant to OCGA 9-10-31, because her co-defendants are subject to venue here.

88. Ms. Gordon may be served at her residence: 338 Sweet Ashley Way, Loganville, GA 30052-7948 (WALTON COUNTY).

89. Ms. Gordon may also be served at her place of work: Residence Inn, at 2220 Lake Blvd NE, Atlanta, GA 30319.

90. **Defendant “Izzy”** is a Georgia citizen.

91. In late September and early October 2018, Izzy was a front desk staff employee at Residence Inn.

92. Plaintiff does not know Izzy’s full name. Plaintiff will amend this Complaint after learning Izzy’s full name.

93. Izzy was one of the Residence Inn staff who gave Natalie Burson false assurances that Natalie’s mother was safe.

94. Izzy has been properly served with this Complaint.

95. Izzy has no defense to this lawsuit based on the statute of limitations, laches, or any defense based on undue delay in bringing suit.

96. Izzy is subject to personal jurisdiction in this Court.

97. Izzy is subject to the subject matter jurisdiction of this Court in this case.

98. Izzy is subject to venue in this Court, pursuant to OCGA 9-10-31, because her co-defendants are subject to venue here.

99. Izzy may be served at her place of work: Residence Inn, at 2220 Lake Blvd NE, Atlanta, GA 30319.

100. **“The Residence Inn Defendants,”** as referred to below, means the four Aimbridge Defendants, RIM, Claudia Gordon, and Izzy.

101. **Defendants John/Jane Doe 1-10** are those yet unidentified individuals and/or entities who may be liable, in whole or part, for the damages alleged herein. Once served with process, John/Jane Doe 1-10 are subject to the jurisdiction and venue of this Court.

102. This Court has subject matter jurisdiction, and venue is proper as to all Defendants in this Court.

103. This Complaint is properly filed in State Court.

104. This Complaint is not removable to federal court.

105. This Complaint does not present a federal question.

106. Complete diversity does not exist between Plaintiff and the various Defendants.

## Facts

107. In 2018, Joanne Burson was placed in Residence Inn for longer-term residency by ALE Solutions, Inc., while the house Joanne and Natalie lived in together was being repaired.

108. For years, Joanne had lived with her daughter, Natalie.

109. Natalie supported Joanne.

110. While the house underwent repairs, both Natalie and Joanne needed temporary, but longer-term living arrangements.

111. Natalie had a young son and gave birth to a second boy in 2018.

112. Joanne was 70 years old, and a survivor of cancer. Joanne had a small dog, a Scottie named Piper.

113. ALE placed Natalie and Joanne in separate housing, over Natalie's objections.

114. Ultimately, Joanne lived at Residence Inn for approximately eight months.

115. During those eight months, both Joanne and Natalie became well known to the Residence Inn staff.

116. From early on in Joanne's stay, Residence Inn staff regularly helped Joanne by walking her dog, Piper.

117. Residence Inn staff knew Joanne by name.

118. Residence Inn staff came to know Natalie well, because she routinely visited her mother and spoke to Residence Inn staff — including Claudia Gordon and Izzy — about Joanne’s needs and condition.

119. At different points in her stay, Joanne complained about a bad smell in her room and with the HVAC system not working properly.

120. In late September 2018, Joanne again complained about her room and asked Natalie when Joanne would be able to return home. Joanne asked, in the meantime, to be moved to another room at Residence Inn.

121. In late September, Natalie did not visit her mother at Residence Inn, because she was occupied with arranging and supervising repairs to her house (as well as caring for her boys).

122. Unable to visit, Natalie tried to check in with her mother by phone.

123. Around September 25, Joanne’s cell phone stopped working, because Joanne didn’t pay the bill.

124. On September 25 and 26, Natalie had no contact from her mother.

125. On September 27, Natalie called Residence Inn and asked them to check on her mother.

126. Residence Inn staff agreed to do so. They then told Natalie that her mother was fine and would call Natalie later.

127. On September 28, again unable to contact her mother, Natalie called the Residence Inn front desk and asked the staff member to check on Joanne.

128. The staff member agreed.

129. The staff member later told Natalie that Joanne was fine and well.

130. During most of Joanne's stay, Natalie had a key-card that allowed her to take the elevator to Joanne's floor (but not to enter Joanne's room).

131. Natalie's key-card for the elevator expired periodically, and Natalie could not get another elevator key until Joanne authorized it.

132. On September 28, Natalie asked if her keycard would still get her into the elevator.

133. The Residence Inn staff said no, the key had expired.

134. Natalie told the staff it was very strange that Joanne had not been in touch with her for multiple days.

135. Natalie asked if Residence Inn would let her into Joanne's room to check on Joanne personally.

136. The staff said no, call back tomorrow.

137. On September 29, Natalie again called the Residence Inn front desk and asked them to check on her mother.

138. Again the staff agreed and said Joanne was OK.

139. On September 30, Natalie again called ALE to ask that her mother be transferred to other housing. ALE did not comply with Natalie's request.

140. On October 1, Natalie started a new job. By longstanding practice, Joanne would have been expected to call Natalie to congratulate and support her. Still Joanne did not contact Natalie.

141. On October 2, Natalie called the Residence Inn front staff and said that if she did not receive a call from her mother with the staff standing in the room, then she would be there with the police within the hour.

142. A short time later, Natalie got a call from ALE saying the Residence Inn had just called to let them know Joanne had fallen and was being taken to the hospital.

143. Joanne was taken by ambulance to Emory St. Joseph's Hospital.

144. Natalie arrived at the hospital before Joanne arrived.

145. When Natalie saw Joanne in the ER, Joanne was unresponsive.

146. Blood was running out of Joanne's mouth.

147. Joanne's arm was bruised, and she had blood underneath her fingernails and in her hair.

148. A team of medical staff walked into Joanne's room, wearing face shields.

149. A doctor rolled Joanne on her side, to show Natalie a wound on Joanne's hip.

150. The wound was covered with maggots and produced a stench.

151. When the medical staff wiped some of the maggots away, it revealed a deep wound in Joanne's flesh.

152. A doctor told Natalie that Joanne was septic.

153. Natalie asked what chance Joanne had of recovery. The answer was "None."

154. A doctor told Natalie that Joanne must have been left lying on the floor for days.

155. Joanne was taken to the ICU, unconscious.
156. Natalie went with her boyfriend to the Residence Inn, to collect Joanne's dog and personal effects.
157. When Natalie got to the Residence Inn, the room was infested with bugs, flies, worms, maggots, and dog feces.
158. Piper, the Scottie dog, was under the bed, with vermin in the fur.
159. Natalie noticed the bedding had recently been changed, and the carpet appeared to have just been cleaned.
160. Nonetheless, Natalie saw spots of blood on the floor.
161. On October 4, Joanne died.
162. On October 8, Natalie returned to Residence Inn.
163. Natalie asked the Residence Inn staff what had happened to Joanne.
164. The staff told Natalie that Joanne had been "living on the floor" for days.
165. Joanne, at 70 years of age, had never "lived on the floor."
166. By September, Joanne had been living at the Residence Inn for several months, and the staff knew her well and had seen Joanne in her room many times — not only in connection with walking the dog, but also by bringing food to Joanne's room.
167. If the staff had indeed seen Joanne on the floor for days, they knew or should have known that Joanne's mental and/or physical status was aberrant and signaled a problem.

168. In her conversation with the staff on October 8, Natalie asked for a copy of the hotel's Incident Report.

169. The manager refused to give Natalie a copy of the Incident Report.

170. Natalie asked if the hotel had a copy of a 911 report.

171. The manager said they didn't call 911 — that they called a private ambulance company instead.

172. The manager told Natalie she should be ashamed of herself for having prompted a young staff member to go to Joanne's room to see such a sight.

173. The manager ordered Natalie to leave the property.

174. Natalie later asked the ambulance company for a copy of their report.

175. The ambulance company refused, on the basis that they were hired by Residence Inn, so without a subpoena from a court, they would give the report only to Residence Inn.

176. Natalie was later called by an insurance company representative, calling on behalf of the Residence Inn.

177. The insurance company offered to pay Natalie for a waiver of any legal claim.

178. Natalie said she would waive the claim but only if she were allowed to read the hotel's Incident Report.

179. The insurance company representative said Natalie would never see the Incident Report.

## Causes of Action

### *Count 1 – Negligence by the Residence Inn Defendants*

180. Plaintiff incorporates by reference, as if fully set forth herein, all preceding paragraphs of this Complaint.

181. The Aimbridge Defendants and Residence Inn by Marriott, LLC are each vicariously liable for the actions of the Residence Inn staff.

182. The Residence Inn staff violated multiple duties, and those violations caused Joann Burson to lie injured and stranded in her room, as a wound developed, as vermin ate her flesh, as infections went without medical treatment, and as she went into the septic shock that ultimately killed her.

183. The actions of the Residence Inn staff create liability pursuant to OCGA 51-3-1.

### *Voluntary Duty to Check Joann's Safety*

184. The Residence Inn staff voluntarily undertook a duty to check on Joann's safety.

185. On September 27, 28, and 29, Natalie asked the staff to check on Joann's safety.

186. The staff agreed to do so.

187. Natalie relied on them to check on her mother.

188. The staff did not take reasonable actions to check on Joann on those days.

189. If the staff had performed a reasonable check, they would have discovered that Joann was injured and would have called to get her medical attention.

190. If Joann had been attended to on September 27, 28, or 29, she would have recovered.

191. The staff's violation of their voluntarily undertaken duty led to Joann's suffering and ultimate death.

192. Similarly, if the staff had told Natalie that they would not check on Joanne — instead of giving false assurances — Natalie would have taken other measures to ensure Joanne was looked after. That, too, would have spared Joanne's suffering and death.

#### *Ordinary Duty to Check Joann's Safety*

193. Apart from the voluntarily-undertaken duty, under the circumstances here, the Residence Inn staff had a duty to check on Joann's safety as a matter of ordinary care.

194. Joanne had been living at the Residence Inn for about eight months.

195. The Residence Inn staff knew Joanne personally and knew her habits.

196. The staff knew that Joanne was an elderly woman.

197. The staff knew that Joanne was a cancer survivor.

198. The staff knew that Joanne had a history of alcohol abuse.

199. When Joanne was injured and stranded in her room, the staff knew that something was grossly unusual.

200. The staff received direct notice of a potential safety problem with Joanne, when Natalie repeatedly called to say she was not able to contact Joanne and expressed concern for Joanne's safety.

201. The staff specifically refused to allow Natalie to personally check on her mother.

202. The staff refused this despite knowing that Natalie was Joanne's daughter, that Joanne had been living with Natalie full-time before the Residence Inn stay.

203. At least as of September 28, the staff knew that Joanne had not been seen outside her room in days.

204. At least as of September 28, the odor of dog urine and feces could be smelled outside Joanne's room.

205. The staff knew that if they refused to let Natalie check on her mother, and if they, they staff, refused to check on Joanne, then Joanne was at risk of serious injury.

206. Industry standards do not permit a hotel operator to act with conscious indifference to a known risk to a specific resident.

207. Under the circumstances of this case, industry standards require a hotel operator to check on the long-term resident's safety.

208. Under these circumstances, a reasonable hotel operator would check on Joanne's safety.

209. Under these circumstances, ordinary care required the Residence Inn staff to check on Joanne's safety.

210. The Residence Inn failed to take reasonable steps to check on Joanne, and caused damages as discussed above.

*Voluntary Duty to Ensure the Dog was Being Walked to Prevent Dog Urine and Feces from Polluting Joanne's Room*

211. Through their course of conduct, the Residence Inn staff voluntarily undertook a duty to ensure that Joanne's Scottie, Piper, was being walked.

212. Originally, Natalie had objected to ALE's plan to provide separate housing for Natalie and Joanne.

213. Consistent with that, in the beginning of Joanne's stay, Natalie had encouraged the staff to declare that they could *not* assist Joanne by walking her dog, and to inform ALE that Residence Inn could not accommodate Joanne because she could not be counted on to walk the dog reliably.

214. Nonetheless, the Residence Inn staff persisted in helping Joanne to walk her dog.

215. By doing this, Residence Inn helped to secure a long-term guest — serving the financial interests of the Residence Inn Defendants.

216. The staff knew that if the dog were not walked, eventually Joanne's room and surrounding rooms would become polluted as a result of dog urine and feces accumulating inside the hotel — risking harm to the health of residents.

217. On September 27 through October 2, the Residence Inn staff knew that Joanne was not seen outside her room.

218. On September 27 through October 2, the Residence Inn staff knew that there was at least a significant likelihood that Joanne's dog was not being walked.

219. At least as of September 28, the odor of dog urine and feces could be smelled outside Joanne's room.

220. Under these circumstances, the staff had a duty to ensure that hygiene was being maintained reasonably in Joanne's room and that the dog was being walked regularly.

221. The staff failed to take reasonable steps to perform this duty.

222. If they had performed this duty, they would have discovered that Joanne was injured and stranded and required medical attention.

223. The staff's violation of this duty caused harm to Joanne as discussed above.

*Ordinary Duty to Ensure the Dog was Being Walked to Prevent Dog Urine and Feces from Polluting Joanne's Room and Surrounding Rooms*

224. Apart from any voluntarily undertaken duty, the Residence Inn staff had an ordinary duty to keep the hotel clean and hygienic not only for Joanne but for other guests as well.

225. The staff knew Joanne had a dog, and that if it wasn't being walked regularly, dog urine and feces would accumulate in Joanne's room.

226. The staff knew that if Joanne was not walking the dog, it was because she was unable to do so.

227. From September 27 to October 2, the staff knew there was a high risk that the dog was not being walked, and that the room was being polluted so as to risk injury to the health not only of Joanne but of other guests as well.

228. At least as of September 28, the odor of dog urine and feces could be smelled outside Joanne's room.

229. As discussed above, the staff violated their duty to ensure the dog was being walked and that hygiene was being maintained.

230. This violation caused harm to Joanne.

*Ordinary Duty to Clean Joanne's Room*

231. The Residence Inn staff had a duty to clean Joanne's room at reasonable intervals — at least once a week.

232. Industry standards require this.

233. Additionally, Georgia statutes require this. *See* OCGA Title 43, Chapter 21.

234. The Residence Inn staff allowed Joanne's room to go uncleaned for more than a week.

235. At least as of September 28, the odor of dog urine and feces could be smelled outside Joanne's room.

236. If the staff had performed reasonable housekeeping, they would have discovered that Joanne was injured and would have gotten her medical care.

237. The staff's violation of their duty to perform reasonable housekeeping services caused harm to Joanne.

*Count 2 – Negligence by ALE*

238. Plaintiff incorporates by reference, as if fully set forth herein, all preceding paragraphs of this Complaint.

239. ALE is vicariously liable for the actions of its staff.

240. ALE acted on behalf of Natalie's insurance company, USAA.

241. Both USAA and ALE owed a quasi-fiduciary duty to Natalie, to protect her interests.

242. Such protection extended to taking reasonable actions to provide safe housing for Joanne, whom Natalie was supporting and who had been living with Natalie for many years.

243. ALE knew or should have known that it was unsafe for Joanne to live separately from Natalie for months on end.

244. ALE nonetheless, over Natalie's objections, housed Joanne for approximately eight months separately from Natalie.

245. In imposing this decision on Natalie and Joanne, ALE violated its duty.

246. If ALE had housed Natalie and Joanne together, Joanne would have had the physical assistance and oversight needed to keep her safe.

247. ALE's violation of its duties caused harm to Joanne.

*Count 3 – Fraud by the Residence Inn Defendants*

248. Plaintiff incorporates by reference, as if fully set forth herein, all preceding paragraphs of this Complaint.

249. As discussed above, the Residence Inn staff — including Claudia Gordon and Izzy — repeatedly gave false assurances to Natalie, that her mother was safe.

250. As discussed above, Natalie relied on those false statements, and the deceptive statements caused harm to Joanne.

251. Accordingly, the Residence Inn Defendants are liable for statutory and common law fraud and deceit.

*Count 4 – Punitive Damages against the Residence Inn Defendants*

252. Plaintiff incorporates by reference, as if fully set forth herein, all preceding paragraphs of this Complaint.

253. The Residence Inn Defendants are liable for punitive damages pursuant to OCGA 51-12-5.1.

254. As discussed above, the Residence Inn Defendants acted with fraud, acted with wantonness, and acted with that entire want of care which would raise the presumption of conscious indifference to consequences.

*Count 5 – Expenses of Litigation Against the Residence Inn Defendants*

255. Plaintiff incorporates by reference, as if fully set forth herein, all preceding paragraphs of this Complaint.

256. The Residence Inn Defendants are liable for Plaintiff's expenses of litigation, pursuant to OCGA 13-6-11.

257. As discussed above, the Residence Inn Defendants acted with bad faith.

**Damages**

258. Plaintiff incorporates by reference, as if fully set forth herein, all preceding paragraphs of this Complaint.

259. Joanne Burson's estate is entitled to recover from each of the Defendants for the physical, emotional, and economic injuries Joanne suffered

before she died, including special damages such as funeral costs and other direct financial costs, as a proximate result of the Defendants' negligence.

260. Pursuant to OCGA Title 51, Chapter 4, Joanne Burson's wrongful death beneficiaries are entitled to recover from each of the Defendants for the value of Joanne's life lost as a proximate result of the Defendants' negligence.

261. As a direct and proximate result of the Defendants' conduct, Plaintiff is entitled to recover from Defendants reasonable compensatory damages in an amount exceeding \$10,000.00 to be determined by a fair and impartial jury for all damages Plaintiff suffered, including physical, emotional, and economic injuries.

262. WHEREFORE, Plaintiff demands a trial by jury and judgment against the Defendants as follows:

- a. Compensatory damages in an amount exceeding \$10,000.00 to be determined by a fair and impartial jury;
- b. All costs of this action; and
- c. Such other and further relief as the Court deems just and proper.

October 1, 2020

Respectfully submitted,

/s/ Lloyd N. Bell

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