

COURT FILE NO.

CV-25-00749851-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

LAKSHMINDYA SHIVANGHI CHEDIE

(PLAINTIFF)

- and -

TORONTO MARRIOTT MARKHAM

(Defendant)

- and -

MARRIOTT INTERNATIONAL, INC.

(Defendant)

[SEAL]

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

(Where the claim made is for money only, include the following:)

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$500,000 and \$400 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: August 19, 2025
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Issued by
Local registrar

330 University Ave. 8th Floor
Toronto ON, M5G 1R7

Address of court office:

Superior Court of Justice
330 University Ave
Toronto, ON M5G 1R7

TO: TORONTO MARRIOTT MARKHAM

170 Enterprise Blvd,
Markham, ON, L6G 0G5
(905) 489-1400

MARRIOTT INTERNATIONAL, INC.

7750 Wisconsin Ave,
Bethesda, MD 20814, United States

(Defendant to be served outside Ontario pursuant to Rule 17.02(h) of the Rules of Civil Procedure, as a foreign corporation carrying on business in Ontario)

THIS ACTION IS BROUGHT AGAINST YOU UNDER THE SIMPLIFIED PROCEDURE PROVIDED IN RULE 76 OF THE RULES OF CIVIL PROCEDURE.

CLAIM

- 1) The Plaintiff claims as against the Defendants the following relief:
 - a. General damages for emotional distress, discrimination, harassment, and violation of human rights in the amount of \$150,000;
 - b. Special damages for lost wages, lost career opportunities, and financial rehabilitation in the amount of \$200,000;
 - c. Aggravated and punitive damages for systemic negligence, blacklisting, obstruction of justice, and protection of offending employees in the amount of \$150,000
 - d. A formal written apology from the Defendants acknowledging their mishandling of the Plaintiff's complaints, wrongful termination, and failure to provide a safe workplace;
 - e. Such further and other relief as this Honourable Court deems just.

The Parties

- 2) The Plaintiff, Lakshmindya Shivanghi Chedie ("the Plaintiff"), is an individual residing in North York, Ontario, who was employed by the Defendants and their franchise properties in the hospitality industry between 2018 and 2023.
- 3) The Defendant, Toronto Marriott Markham (the "property"), is a hotel located in Markham, Ontario. It was at material times the Plaintiff's employer, and following the Plaintiff's terminations, it continued to engage in actions that caused harm to the Plaintiff, including retaliation, blacklisting, and administrative negligence.
- 4) The Defendant, Marriott International, Inc. ("Marriott International" or "Marriott"), is a foreign corporation headquartered in Bethesda, Maryland, United States. It carries on business in Ontario through its owned and franchised hotel operations, including Toronto Marriott Markham. At material times, Marriott International, Inc. exercised control and oversight over the Plaintiff's employment, and following the Plaintiff's termination, it continued to engage in or permit actions that caused harm to the Plaintiff, including retaliation, blacklisting, and administrative

negligence. Pursuant to Rule 17.02(h) of the Rules of Civil Procedure, this Defendant is to be served outside of Ontario as a foreign corporation carrying on business in Ontario.

Background and Facts

- 5) The Plaintiff began her employment with Toronto Marriott Markham starting June 2019, working as a Guest Services Agent and Night Auditor.
- 6) In 2021, Joshua Fernandes, then a colleague at the property, initiated a personal and financial relationship with the Plaintiff, which included coercion, manipulation, and emotional abuse. Fernandes solicited over \$15,663.98 in loans from the Plaintiff under promises of repayment, which never occurred and also took sexual advantage of the Plaintiff in harmful ways both on and off the property.
- 7) In or around July 2021, the Plaintiff was encouraged by Senior Manager Christopher Bird to withdraw from a sales position for which she was qualified, and to instead apply for a Front Office Supervisor role. Despite her qualifications, the Plaintiff was ultimately rejected for both positions, reflecting Marriott's obstruction of her career advancement and evidence of internal bias.
- 8) In or around August 2021, while employed at Toronto Marriott Markham, the Plaintiff was subjected to targeted surveillance and intimidation by Senior Manager Christopher Bird, who showed her security footage of herself working alone during a night shift as a form of warning and control.
- 9) In August 2021, the Plaintiff resigned due to deteriorating health. Instead of receiving support, she was blacklisted by the General Manager Hiren Prabhakar and Senior Manager Christopher Bird for resigning without two weeks' notice, preventing her from future employment opportunities within Marriott properties.
- 10) In November 2021, the Plaintiff was subjected to unwanted sexual harassment by Leo Kim, Front Office Supervisor, who made inappropriate sexual comments during a late-night phone call. The Plaintiff reported this misconduct to Human Resources and the General Manager Hiren Prabhakar. No action was taken, and Leo Kim continued in his role.
- 11) In August 2022, during the Plaintiff's re-employment as a Front Office Supervisor at Toronto Marriott Markham, Joshua Fernandes, who was promoted twice within the same year by the property and became the direct manager, continued engaging in sexual activity with the Plaintiff, both on and off the property.
- 12) While the Plaintiff did not resist these encounters at the time due to ongoing emotional attachment and trauma bonding with Fernandes, the circumstances reflected a clear abuse of power. Fernandes was in a position of authority over the Plaintiff, creating a dynamic in which consent was compromised by the imbalance of power, prior misconduct, and the Plaintiff's vulnerable state.
- 13) In January 2023, the Plaintiff was required to work a sixteen (16) hour double shift at the front desk. Despite repeated requests for assistance, neither Joshua Fernandes nor any other manager provided coverage or support, further demonstrating the Defendant's disregard for employee well-being and safe working conditions.

14) At the end January 2023, the Plaintiff disclosed her medical condition and was prescribed antidepressants. The Plaintiff was transferred to the Housekeeping department as a Supervisor role. Within two weeks, due to documented medical limitations and difficulty sustaining early morning shifts, the Plaintiff was unable to continue in this role and transferred back to her previous Front Office Supervisor role.

15) In May 2023, the Plaintiff was granted a medical leave of absence due to worsening symptoms and deteriorating mental health. Upon her return, she was targeted with increased scrutiny and unequal treatment. Instead of being accommodated, the Plaintiff's requests for modified shifts to manage her condition and medical appointments were denied by her direct manager, Joshua Fernandes, while Fernandes himself was permitted flexible scheduling.

16) Shortly thereafter in July 2023, the Plaintiff received a formal disciplinary warning for failing to complete a project independently, despite other employees not being held to the same standard. This action, taken directly after her medical leave and denied accommodation requests, constituted discriminatory treatment and reprisal linked to her documented disability.

17) In August 2023, the Plaintiff was terminated without progressive discipline and blacklisted for the second time. This decision was made by the Director of Operations, Jack Hutchison, and General Manager, Jennifer Worden. During the investigation and termination meetings, the Plaintiff disclosed Joshua Fernandes' misconduct and the severe emotional, financial, and professional impact his actions had caused. The Plaintiff further explained that a workplace mistake - an isolated incident with another manager that occurred while under pressure and emotional distress - was being unfairly magnified to justify termination, while her disclosures of abuse were disregarded.

18) Instead of addressing or investigating these disclosures, Senior Management dismissed the Plaintiff's statements. This dismissal not only invalidated the Plaintiff's experience but also reinforced the pattern of systemic negligence and protection of Joshua Fernandes and others.

19) The Defendants acted inconsistently and discriminatorily in handling workplace conduct. The Plaintiff's isolated incident with a colleague, discovered two weeks later, was used to justify immediate termination without progressive discipline or support despite her medical condition. Other employees engaged in comparable or more serious conduct were retained or promoted, showing selective enforcement and bias.

20) In contrast, Leo Kim was rehired by Toronto Marriott Markham in August 2024 to cover his girlfriend - now wife - Stella Choi during her maternity leave. Both are now managers within the same property despite their personal relationship. Allowing this arrangement while terminating the Plaintiff for far less demonstrates selective enforcement of workplace rules, favoritism, and a clear breach of consistent and fair employment practices.

21) Following these discriminatory practices, the Plaintiff further escalated the matters regarding Joshua Fernandes in 2024 to Marriott International's corporate leadership, including Mary Haynes, Senior Director of Associate Relations & HR Field Services, and Rena Reiss, Executive Vice President and General Counsel. Despite receiving detailed documentation and supporting evidence, Marriott's corporate office dismissed the Plaintiff's concerns as "allegations," failed to conduct any transparent review, and refused to provide meaningful remedies.

22) These dismissals reflect a systemic failure at both the property and corporate levels to uphold Marriott International's duty to provide a safe and equitable workplace, protect employees from abuse, and respond responsibly to substantiated reports of misconduct.

23) In December 2024, Marriott promoted Joshua Fernandes and relocated him to Delta Hotels by Marriott Prince Edward, despite the Plaintiff's ongoing legal proceedings, formal complaints, and evidence.

24) In January 2025, Delta Hotels by Marriott Prince Edward refused to accept legal service of court documents on Fernandes' behalf despite confirmed employment, obstructing access to justice and further protecting him from accountability.

25) In January 2025, the Plaintiff received intimidation-style legal threats from Marriott's external counsel, Jonathan L. Dye, in response to her complaints and legal filings.

26) The Plaintiff's reputation, career, and mental health have been severely damaged by Marriott's actions. She has been unable to secure comparable employment due to systemic blacklisting and reputational harm.

Violations

27) Marriott International, through its agents, managers, and employees, engaged in the following violations:

- (a) Targeted surveillance and intimidation;
- (b) Obstruction of advancement;
- (c) Failure to address sexual harassment;
- (d) Failure to accommodate mental health disabilities under the Ontario Human Rights Code;
- (e) Selective enforcement of discipline;
- (f) Blacklisting and reputational harm;
- (g) Retaliation after protected disclosures;
- (h) Wrongful dismissal without progressive discipline;
- (i) Obstruction of legal service and due process; and
- (j) Institutional protection of known misconduct by Joshua Fernandes and others.

Damages

28) As a direct result of Marriott's misconduct, the Plaintiff has suffered:

- (a) Loss of income and career opportunities;
- (b) Severe emotional distress and mental health deterioration;
- (c) Reputational damage and industry blacklisting;
- (d) Financial losses related to medical treatment and unemployment; and
- (e) Lasting trauma from workplace abuse, retaliation, and systemic negligence.

29) The Plaintiff therefore seeks damages in the amount of \$500,000.00, together with interest and costs.