

1 **COHEN DOWD QUIGLEY**
2 The Camelback Esplanade One
3 2425 East Camelback Road, Suite 1100
4 Phoenix, Arizona 85016
5 Telephone 602•252•8400

6 Daniel G. Dowd (012115)
7 Email: ddowd@CDQLaw.com
8 Daniel E. Durchslag (017213)
9 Email: ddurchslag@CDQLaw.com
10 Kaysey L. Fung (032585)
11 Email: kfung@CDQLaw.com

12 McCathern, PLLC
13 3710 Rawlins Street
14 Dallas, Texas 75219
15 Telephone 214•741•2662

16 Levi G. McCathern, II (*pro hac vice application forthcoming*)
17 Email: lmccathern@mccathernlaw.com
18 *Attorneys for Plaintiff Michael Irvin*

19
20 **ARIZONA SUPERIOR COURT**
21 **COUNTY OF MARICOPA**

22 MICHAEL IRVIN, an individual,
23
24 Plaintiff,

25 v.

26 MARRIOTT INTERNATIONAL, INC., a
Delaware corporation; RENAISSANCE
HOTEL OPERATING COMPANY, a
Delaware corporation; DIAELDIN WAZIRY,
an individual; TRACY STOLTZ, an individual;
LEE ANN VINCIGUERRA, an individual; and
JANE DOE, an individual;

Defendants.

Case No:

COMPLAINT

(Jury Trial Demanded)

1 Plaintiff Michael Irvin (“Mr. Irvin”), for his Complaint against Defendants Marriott
2 International, Inc. (“Marriott”), Renaissance Hotel Operating Company (“Renaissance”), Daieldin
3 Waziry (“Mr. Waziry”), Tracy Stoltz (“Ms. Stoltz”), Lee Ann Vinciguerra (“Ms. Vinciguerra”), and
4 Jane Doe (“Ms. Doe”), alleges as follows:

5 **NATURE OF DISPUTE**

6 1. At the center of this case is an incident Defendants allege occurred at the Renaissance
7 Phoenix Downtown Hotel (the “Hotel”) on February 5, 2023, when Mr. Irvin was a guest at the
8 Hotel while in Phoenix to cover Super Bowl LVII. Following a brief, friendly interaction she
9 initiated, a hotel staff member (Ms. Doe) falsely accused Mr. Irvin of inappropriate conduct towards
10 her. Based upon Ms. Doe’s false accusations, Marriott and Renaissance reported the false
11 information to the National Football League (“NFL”) and Mr. Irvin was expelled from the Hotel
12 without warning, explanation or an opportunity to defend himself. That report then led the NFL to
13 remove Mr. Irvin from his long-scheduled Super Bowl-related programming on multiple networks,
14 interfered with numerous planned appearances at various Super Bowl events and fundraisers, and
15 has caused Mr. Irvin’s indefinite suspension from further appearances at, and coverage of, critical
16 NFL offseason events. Defendants’ misconduct as detailed herein has also severely impugned Mr.
17 Irvin’s reputation and predictably interfered with Mr. Irvin’s future business relationships and
18 expectancies.

19 2. Mr. Irvin appreciates the opportunity to spend time with his fans, including taking
20 photos and speaking with them. Mr. Irvin acts graciously and courteously during interactions with
21 fans. Mr. Irvin’s brief interaction with Ms. Doe was no different. Multiple eyewitnesses have
22 verified that Mr. Irvin casually exchanged pleasantries with Ms. Doe for approximately one minute,
23 shook her hand and then went to his hotel room alone.

24 3. In rushing to act before determining the truth, Defendants acted in willful disregard
25 of the severe impact of their false accusations upon Mr. Irvin, his family and his livelihood. The
26 damage caused to Mr. Irvin by Defendants’ actions has been swift and catastrophic, devastating Mr.
27 Irvin personally and professionally. He was pulled by the NFL from covering the Super Bowl – the
28 apex of assignments in his field of work – with scores of media outlets reporting that it was due to



1 “misconduct” by Mr. Irvin towards a female hotel employee. Even after Mr. Irvin offered multiple
2 independent eyewitnesses who would confirm the propriety of his behavior, Defendants refused to
3 address and remedy the situation, just as Marriott and Renaissance refused to investigate the matter
4 before falsely reporting it. They have decided that the risk to them of ruining Mr. Irvin’s
5 relationships with the NFL, its television network and other NFL-related organizations is worth
6 taking rather than admitting and trying to ameliorate their own reckless actions. Mr. Irvin brings
7 this action to clear his name in Court and begin the process of trying to restore his reputation and
8 professional career.

9 **PARTIES, JURISDICTION AND VENUE**

10 *Plaintiff*

11 4. Plaintiff Michael Irvin is an individual residing in Collin County, Texas.

12 *Defendants*

13 5. Defendant Marriott International, Inc. is a Delaware corporation.

14 6. Marriott is registered with the Arizona Corporation Commission as a foreign for-
15 profit corporation.

16 7. Marriott’s registered principal office address is 7750 Wisconsin Avenue, Bethesda,
17 Maryland 20814.

18 8. Marriott has purposefully availed itself of the privilege of conducting business in
19 Arizona.

20 9. Defendant Renaissance Hotel Operating Company is a Delaware corporation.

21 10. Renaissance is registered with the Arizona Corporation Commission as a foreign for-
22 profit corporation.

23 11. Renaissance’s registered principal office address is 1209 Orange Street, Wilmington,
24 Delaware 19801.

25 12. Renaissance has purposefully availed itself of the privilege of conducting business in
26 Arizona.

27 13. Upon information and belief, Renaissance is the Manager of the Hotel.

28 14. Upon information and belief, Renaissance is a subsidiary of Marriott and is obligated



1 to follow Marriott’s operational procedures in managing the Hotel. Indeed, the so-called “Incident
2 Report” prepared by Renaissance regarding this matter is on a Marriott form and asserts it is
3 “Marriott International, Inc. Confidential and Priority Information”.

4 15. Upon information and belief, Defendant Diaeldin Waziry is an individual residing in
5 Maricopa County, Arizona. Upon further information and belief, Mr. Waziry is an employee of
6 Renaissance.

7 16. Upon information and belief, Defendant Tracy Stoltz is an individual residing in
8 Maricopa County, Arizona. Upon further information and belief, Ms. Stoltz is an employee of
9 Renaissance.

10 17. Upon information and belief, Defendant Lee Ann Vinciguerra is an individual
11 residing in Maricopa County, Arizona. Upon further information and belief, Ms. Vinciguerra is an
12 employee of Renaissance.

13 18. Upon information and belief, Defendant Jane Doe is an individual residing in
14 Maricopa County, Arizona. Upon further information and belief, Ms. Doe was an employee of
15 Renaissance and her job responsibilities involved the Dust Cutter, a restaurant and bar located
16 inside of the Hotel.

17 Jurisdiction and Venue

18 19. This Court has personal jurisdiction over Mr. Waziry, Ms. Stoltz, Ms. Vinciguerra and
19 Ms. Doe as they are, upon information and belief, residents of Maricopa County, Arizona.

20 20. This Court has personal jurisdiction over Marriott and Renaissance as they have
21 purposefully availed themselves of the privilege of conducting business in Arizona and purposefully
22 directed their activities toward Arizona.

23 21. The Court also has personal jurisdiction over all Defendants as Defendants have
24 caused events to occur in Maricopa County, Arizona which give rise to this Complaint.

25 22. This Court has subject matter jurisdiction over this action pursuant to the Arizona
26 Constitution, Article VI, § 14 and A.R.S. § 12-123.

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1 23. Venue is proper in this Court pursuant to A.R.S. § 12-401(7) as, upon information
2 and belief, Mr. Waziry, Ms. Stoltz, Ms. Vinciguerra and Ms. Doe are residents of Maricopa County,
3 Arizona.

4 24. Venue is further proper in this Court pursuant to A.R.S. § 12-401(18) because this
5 cause of action arose in Maricopa County and Renaissance and Marriott have agents and
6 representatives and conduct business in Maricopa County.

7 **ALLEGATIONS COMMON TO ALL CLAIMS**

8 *Mr. Irvin Travels To Phoenix to Cover Super Bowl LVII for the NFL Network and ESPN*

9 25. In early February 2023, Mr. Irvin traveled to Phoenix to work as a commentator on
10 Super Bowl LVII on behalf of the NFL Network and ESPN.

11 26. Mr. Irvin was scheduled to appear on several popular sports commentary shows and
12 to make additional appearances in the days leading up to the Super Bowl. He was also going to
13 comment live during the Super Bowl game itself on behalf of the NFL Network. Mr. Irvin was
14 chosen for these engagements—viewed as among the most prestigious assignments in his field—
15 because of his reputation, skill and professionalism as an NFL analyst.

16 27. During Mr. Irvin’s stay in Phoenix, he was told by the NFL to stay at the Hotel, a
17 local Marriott-affiliated hotel designated as the NFL hotel for the Super Bowl this year.

18 28. On the night of February 5th, 2023, when Mr. Irvin returned to the Hotel, he was
19 met by many fans who wanted to talk to him. He took time to shake their hands, have brief
20 conversations with them, and take photographs with them. Witnesses have described Mr. Irvin as
21 being jovial and gracious that evening and behaving “like you see him on TV.”

22 29. As he was heading towards the elevator to retire for the evening, he was called back
23 by a female employee, Ms. Doe, at the Dust Cutter, a restaurant/bar located in the lobby of the
24 Hotel. This innocent and brief interaction, lasting approximately one minute and occurring in front
25 of numerous eyewitnesses, ended with a brief handshake. Mr. Irvin then went up to his room alone
26 and without incident.

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1 30. No harassment, assault or inappropriate conduct occurred during this brief
2 interaction between Mr. Irvin and Ms. Doe. The facts have been confirmed by multiple,
3 independent eyewitnesses.

4 31. Eyewitnesses present in the Hotel lobby area where this brief interaction occurred
5 have also reported that, after Mr. Irvin left, Ms. Doe returned to work without incident or
6 observable reaction.

7 32. Upon information and belief, no criminal complaints have been made to the Phoenix
8 Police Department, or any other law enforcement agencies, concerning the interaction between Mr.
9 Irvin and Ms. Doe.

10 *Defendants Publish False, Defamatory Statements With Devastating Effect Upon Mr. Irvin*

11 33. The next night, while resting in his hotel room, Mr. Irvin was awakened by a security
12 crew who removed him from his room and escorted him out of the Hotel without any explanation
13 as to why he was being banished from the Hotel. Mr. Irvin was treated as guilty without
14 explanation or even knowing the accusations being made against him.

15 34. Upon information and belief, Ms. Doe complained about Mr. Irvin's behavior
16 towards her to management of the Hotel, including Renaissance and Marriott representatives, and
17 the NFL. Specifically, upon information and belief, Ms. Doe falsely reported that Mr. Irvin had
18 made lewd comments to her and unwanted physical advances upon her, and that she had been
19 threatened and harassed by Mr. Irvin.

20 35. Ms. Doe made this false report with actual malice and knowledge as to the falsity of
21 her statements. Further, there was no reasonable justification for her false reports; they were made
22 for the specific purpose of damaging Mr. Irvin's image, standing and reputation in the community.

23 36. Upon information and belief, Renaissance and Marriott, by and through their agents
24 including Mr. Waziry, reported that false information to the NFL, accusing Mr. Irvin of harassing
25 and abusing a female hotel employee. Upon information and belief, Renaissance and Marriott
26 falsely told the NFL that Mr. Irvin had been captured on video surveillance harassing Ms. Doe and
27 that he posed a potential safety risk to Ms. Doe and other employees of the Hotel.

28 37. Renaissance and Marriott made this false report to the NFL with, at minimum, a



1 reckless disregard of its truth or falsity. Its publication occurred within hours after Ms. Doe
2 reported it, without investigation, and before Mr. Irvin was apprised of the accusations or
3 questioned about what had occurred.

4 38. Upon information and belief, no effort was made to elicit information from
5 eyewitnesses or Mr. Irvin himself prior to the publication. Further, there was no legitimate purpose
6 for Renaissance and Marriott's excessive and voluntary publication of the false reports to Mr. Irvin's
7 employer.

8 39. At the time Defendants published the defamatory allegations against Mr. Irvin,
9 Marriott was in possession and control of video surveillance footage that demonstrated the falsity of
10 Ms. Doe's accusations and Renaissance and Marriott's statements to the NFL. Nevertheless,
11 Marriott refused to release the video footage until ordered by a District Court in Texas to do so.

12 40. The Hotel is one of several Renaissance Hotels within the Marriott portfolio.
13 Marriott is a long-time sponsor of the NFL. Upon information and belief, Marriott's close
14 relationship with the NFL likely caused the NFL to react swiftly in response to the serious
15 allegations and complaints received from Marriott concerning someone identifying as a
16 Marriott/Renaissance employee. Upon information and belief, Renaissance and Marriott knew that
17 their statements would carry great weight with the NFL.

18 41. Upon information and belief, the NFL relied upon Renaissance and Marriott (the
19 owner of Renaissance and the NFL's longtime partner) to conduct a reasonable and responsible
20 investigation before reporting that an NFL Network representative engaged in sexual harassment or
21 presented a risk to the safety of Marriott and Renaissance employees. Upon further information
22 and belief, Renaissance and Marriott, and not the NFL, possess information bearing on the
23 interaction between Ms. Doe and Mr. Irvin and the falsity of their statements concerning Mr. Irvin.

24 42. Almost immediately after the false report was made to the NFL, Mr. Irvin was
25 removed from his scheduled programming surrounding the Super Bowl by the NFL Network and
26 ESPN and essentially "kicked off the air" and "cancelled" due to these unfounded allegations.

27 43. At the time that Renaissance and Marriott contacted the NFL, they were aware that
28 Mr. Irvin had an ongoing contractual relationship with the NFL. Indeed, employees and staff at the



1 Hotel were informed that NFL personnel, like Mr. Irvin, were staying at the Hotel during the period
2 leading up to Super Bowl LVII.

3 44. The actions of Defendants, including their false statements, impeach Mr. Irvin's
4 honesty, integrity, virtue and good standing in the community and have caused severe and most
5 likely irreparable damage to Mr. Irvin's reputation and his employment opportunities, including
6 existing endorsements, sponsorships, appearances, and other similar engagements.

7 45. Defendants' actions have caused intense national media and social media interest in
8 the false and salacious accusations falsely levied against Mr. Irvin, including, *inter alia*: ESPN, Fox
9 News, TMZ, People, Sports Illustrated, Yahoo! Sports, Newsweek, the Huffington Post, MSN, the
10 National Football Post, Dallas News, USA Today, the New York Post, Deadline, and The Root.¹

11 46. As a result of the false accusations, Mr. Irvin has been cancelled from multiple
12 planned public appearances, including appearances with sponsors such as Cigna and PepsiCo and at
13 a fundraiser for the Wounded Warriors Project. He has further been forced to cancel important
14 charitable fundraising and other engagements, including his annual Michael Irvin Charity Football
15 Game, leaving his fans and supporters disappointed and, at best, confused. He also has not been
16 contacted for any future public appearances or engagements since Defendants published their false
17 statements surrounding what allegedly occurred at the Hotel.

18 47. As a result of Defendants' improper actions, Mr. Irvin has been suspended by the
19 NFL Network. During this indefinite and ongoing suspension, Mr. Irvin was removed from his
20 scheduled Super Bowl coverage, as well as his scheduled coverage of the NFL Combine, which
21 began on February 27, 2023 and ended on March 6, 2023. Further, as a result of his removal from
22 coverage of Super Bowl LVII, Mr. Irvin lost the opportunity to gain exposure during the intense,
23 international coverage of the game and develop other relationships/opportunities. Super Bowl
24 LVII was the third highest rated television broadcast in history.

25 48. Mr. Irvin was also removed from scheduled appearances on ESPN's *First Take* and

26 ¹ See, e.g., [https://www.espn.com/nfl/story?id=35615689&slug=michael-irvin-dropped-nfl-](https://www.espn.com/nfl/story?id=35615689&slug=michael-irvin-dropped-nfl-network-analyst-super-bowl)
27 [network-analyst-super-bowl](https://www.espn.com/nfl/story?id=35615689&slug=michael-irvin-dropped-nfl-network-analyst-super-bowl) and [https://247sports.com/Article/Michael-Irvin-removed-from-](https://247sports.com/Article/Michael-Irvin-removed-from-NFL-Network-Super-Bowl-coverage-after-womans-complaint-against-Cowboys-legend-204436964/)
28 [NFL-Network-Super-Bowl-coverage-after-womans-complaint-against-Cowboys-legend-](https://247sports.com/Article/Michael-Irvin-removed-from-NFL-Network-Super-Bowl-coverage-after-womans-complaint-against-Cowboys-legend-204436964/)
[204436964/](https://247sports.com/Article/Michael-Irvin-removed-from-NFL-Network-Super-Bowl-coverage-after-womans-complaint-against-Cowboys-legend-204436964/).

1 has not been scheduled for any other appearances since Defendants' actions. Based upon his
2 historical work with ESPN (the industry leader in Mr. Irvin's field), Mr. Irvin reasonably expected
3 to make appearances on ESPN's *First Take* during the upcoming NFL Combine and other
4 important events during the NFL offseason calendar.

5 49. Further adding to his public humiliation and the disrepute resulting from the false
6 accusations against him, Mr. Irvin was informed that he was banned from all Marriott properties in
7 the state of Arizona.

8 50. Multiple independent witnesses have voluntarily come forward to state that any
9 allegation that Mr. Irvin behaved inappropriately with Ms. Doe is false. Those witnesses have also
10 volunteered to provide eyewitness accounts of the incident at issue to the Marriott and Renaissance
11 representatives charged with investigating the reported incident. It is Mr. Irvin's understanding that
12 Marriott and Renaissance have refused to speak with these independent witnesses.

13 51. Mr. Irvin's representatives contacted Marriott and Renaissance to determine what was
14 going on, to offer witnesses of the incident for questioning and to resolve this matter before Mr.
15 Irvin's reputation was further damaged—but to no avail. Mr. Irvin's representatives met with Ms.
16 Stoltz and Ms. Vinciguerra for the purpose of setting up an interview or meeting among Mr. Irvin,
17 Marriott and Renaissance, in addition to providing the names of multiple eyewitnesses who
18 observed the complete interaction between Mr. Irvin and Ms. Doe and desired to share their
19 accounts of what happened. Ms. Stoltz and Ms. Vinciguerra, in reckless disregard for the truth of
20 the devastating reports and accusations made by their colleagues about Mr. Irvin, refused to contact
21 or gather the information offered by these first-hand witnesses. Upon information and belief, Ms.
22 Stoltz and Ms. Vinciguerra, despite having ready access to information refuting the truth and
23 validity of the reports made against Mr. Irvin, continued to share the false reports concerning Mr.
24 Irvin with the NFL.

25 52. Mr. Irvin denies the validity or accuracy of all allegations made against him and
26 believes that his name will be cleared. He requests that the Court award to him compensation for
27 the damages he has already suffered, and will continue to suffer, due to Defendants' tortious
28 interference and defamatory statements about him.

1 **FIRST CLAIM FOR RELIEF**

2 **(Defamation Against Ms. Doe, Mr. Waziry, Renaissance and Marriott)**

3 53. Mr. Irvin incorporates by reference the allegations in the foregoing paragraphs as
4 though fully set forth herein.

5 54. Ms. Doe published false and defamatory statements about Mr. Irvin when she
6 complained to her manager and later investigators of Renaissance, Marriott and the NFL that Mr.
7 Irvin acted inappropriately with her, verbally harassed her and made unwanted physical advances
8 toward her.

9 55. Upon information and belief, Mr. Waziry published false and defamatory statements
10 about Mr. Irvin when he reported to the NFL that Mr. Irvin had harassed, inappropriately touched
11 and presented a safety risk to employees of the Hotel.

12 56. Renaissance and Marriott published false and defamatory statements about Mr. Irvin
13 when they, through their managers and representatives including Mr. Waziry, told the NFL that Mr.
14 Irvin acted inappropriately with a female employee of the Hotel, harassed and inappropriately
15 touched Ms. Doe, and presented a safety risk to employees of the Hotel.

16 57. Ms. Doe's statements to Renaissance and Marriott were knowingly false, defamatory,
17 malicious and not privileged.

18 58. Ms. Doe knew that her accusations that Mr. Irvin harassed and behaved
19 inappropriately toward her were false and malicious. There was no reasonable justification for her
20 false reports and they were made for the specific purpose of damaging Mr. Irvin's perception,
21 standing and reputation in the community.

22 59. Mr. Waziry's statements to the NFL were false, defamatory, malicious and not
23 privileged.

24 60. Mr. Waziry knew that his statements to the NFL concerning Mr. Irvin were false, or
25 else acted with reckless disregard as to the truth of the false statements he made. There was no
26 legitimate purpose for his excessive publication of his false statements to the NFL.

27 61. Renaissance and Marriott's statements to the NFL, through the statements of their
28 representatives, were false, defamatory, malicious and not privileged.





1 62. Renaissance and Marriott knew that their statements to the NFL concerning Mr.
2 Irvin were false, or else acted with reckless disregard as to the truth of the harmful statements they
3 made. There was no legitimate purpose for their excessive publication of their false statements to
4 the NFL.

5 63. As a result of Ms. Doe's, Mr. Waziry's, Renaissance's and Marriott's defamatory
6 publications, Mr. Irvin has suffered and will continue to suffer pecuniary losses including, but not
7 limited to, lost earnings and benefits associated with his employment, lost contracts and
8 sponsorships and unrealized business expectancies.

9 64. As a further result of Ms. Doe's, Mr. Waziry's, Renaissance's and Marriott's
10 defamatory statements, Mr. Irvin has suffered non-pecuniary losses, including, among others,
11 humiliation, damage to his professional and personal reputation, interruption to his charitable
12 endeavors and engagements, undue stress, anxiety, anguish and other non-pecuniary losses.

13 65. Ms. Doe's, Mr. Waziry's, Renaissance's and Marriott's actions were intentional,
14 aggravated, outrageous and committed with a reckless disregard for the rights of Mr. Irvin. Mr.
15 Irvin is entitled to an award of punitive damages in an amount sufficient to punish these
16 Defendants and deter them and others similarly situated from engaging in like conduct in the future.

17 **SECOND CLAIM FOR RELIEF**

18 **(Tortious Interference with Contracts Against All Defendants)**

19 66. Mr. Irvin incorporates by reference the allegations in the foregoing paragraphs as
20 though fully set forth herein.

21 67. Mr. Irvin has been employed as an Analyst by the NFL Network, Inc. since 2009. In
22 his role as an Analyst, Mr. Irvin appears on the NFL Network's Emmy-nominated *NFL GameDay*
23 morning show and its *NFL Total Access* show. He also provides on-location coverage of NFL
24 events such as the Super Bowl and the NFL Scouting Combine. Mr. Irvin was scheduled to be a
25 part of the NFL Network's Super Bowl 2023 week coverage and related programming, including by
26 providing commentary during the Super Bowl itself. Mr. Irvin was also scheduled to be a part of
27 the NFL Network's coverage of the NFL Scouting Combine, which began on February 27, 2023
28 and ended on March 6, 2023.



1 68. Mr. Irvin also regularly provides guest appearances on ESPN's top-rated morning
2 show *First Take* as part of his ongoing contractual relationship with ESPN, Inc. Mr. Irvin was
3 scheduled to appear on episodes of *First Take* on February 10, 2023 and February 13, 2023.

4 69. Mr. Irvin was also scheduled to make an appearance at a fundraising event for the
5 Wounded Warriors Project. The NFL has partnered with and contributed to the Wounded
6 Warriors Project as part of the NFL's Salute to Service initiative for more than a decade.

7 70. Mr. Irvin has been employed by the NFL Network, Inc. since 2009 and, before that,
8 was a commentator on ESPN. Today, Mr. Irvin continues to make regular appearances on ESPN's
9 *First Take*. Upon information and belief, Defendants, like the general public, were well aware of Mr.
10 Irvin's contracts with the NFL Network, Inc., ESPN, Inc. and the Wounded Warriors Project when
11 they intentionally acted to interfere with Mr. Irvin's contracts with those entities.

12 71. Upon information and belief, Defendants knew that reporting the serious, but false,
13 accusations about Mr. Irvin to the NFL would cause the NFL Network to act swiftly in response.
14 Upon further information and belief, one purpose of Defendants' actions, including making false
15 statements to the NFL, ignoring readily available evidence contradicting Ms. Doe's allegations and
16 refusing to conduct a legitimate investigation of Ms. Doe's allegations, was to damage Mr. Irvin's
17 relationships and reputation. Such purpose is improper.

18 72. Through Defendants' improper conduct described above, they intentionally
19 interfered with Mr. Irvin's valuable contractual relationships with NFL Network, Inc., ESPN, Inc.
20 and the Wounded Warriors Project. Defendants improperly took direct measures to scar Mr.
21 Irvin's reputation, which had a direct and detrimental effect on his image, livelihood and his
22 employment contracts and caused him humiliation and emotional distress. Defendants
23 accomplished this result through unfair and wrongful means.

24 73. Defendants had no legal right, legitimate interest, privilege or justification for
25 tortiously interfering with Mr. Irvin's business relationships.

26 74. Defendants' improper interference proximately caused Mr. Irvin's injury. Within
27 days of the Defendants' actions, the NFL Network, Inc. suspended Mr. Irvin from all upcoming
28 broadcasts and on-location coverage, including all Super Bowl related coverage and programming.



1 Mr. Irvin was scheduled to be a part of the NFL’s Super Bowl coverage, as he had been for many
2 years prior, and would not have been removed but for Defendants’ actions. At the same time, Mr.
3 Irvin was removed from all upcoming appearances on ESPN, including on multiple upcoming
4 episodes of ESPN’s *First Take* television program.

5 75. Absent Defendants’ interference, Mr. Irvin would have continued to work as an
6 Analyst on NFL Network and as a guest commentator for ESPN in the same manner and with the
7 same regularity as he had for many years. Since Defendants’ interference, Mr. Irvin has not
8 appeared on any new programming on the NFL Network or ESPN.

9 76. As a direct and proximate result of Defendants’ interference, Mr. Irvin has suffered
10 substantial damages in an amount to be proven at trial.

11 77. As a further direct and proximate result of Defendants’ interference, the Wounded
12 Warriors Project cancelled Mr. Irvin’s scheduled appearance at a fundraising event, causing
13 additional damages to Mr. Irvin in an amount to be proven at trial.

14 78. As a result of Defendants’ actions, Mr. Irvin has suffered and will continue to suffer
15 pecuniary losses including, but not limited to, lost earnings and benefits associated with his
16 employment, lost contracts and lost sponsorships.

17 79. As a further result of Defendants’ actions, Mr. Irvin has suffered substantial non-
18 pecuniary losses, including, among others, humiliation, damage to his professional and personal
19 reputation, interruption to his charitable endeavors and engagements, undue stress, anxiety, anguish
20 and other non-pecuniary losses.

21 80. Defendants’ actions were intentional, aggravated, and committed with an evil mind
22 and intent to cause injury or in reckless and/or deliberate disregard of an unjustifiably substantial
23 risk of significant harm to Mr. Irvin. Mr. Irvin is entitled to an award of punitive damages in an
24 amount sufficient to punish Defendants and deter them and others similarly situated from engaging
25 in like conduct in the future.

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THIRD CLAIM FOR RELIEF
(Tortious Interference with Business Expectancies Against All Defendants)

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3 81. Mr. Irvin incorporates by reference the allegations in the foregoing paragraphs as
4 though fully set forth herein.

5 82. Mr. Irvin, a member of the NFL Hall of Fame as a player, has devoted substantial
6 time, resources and energy to build his post-playing career as an NFL personality, commentator and
7 analyst. As a result of his efforts and skill in this area, Mr. Irvin frequently is offered and secures
8 paid engagements and appearances to provide commentary and analysis. Mr. Irvin's popularity,
9 gregarious personality and reputation as an NFL analyst are integral to his ability to continue to
10 secure these paid engagements and appearances.

11 83. Mr. Irvin had a valid business expectancy of continuing to secure paid appearances,
12 sponsorships and other economically advantageous engagements.

13 84. Upon information and belief, Defendants, like the general public, are aware of Mr.
14 Irvin's career as an NFL personality, commentator and analyst, and his related business
15 expectancies in his chosen field. Upon further information and belief, Defendants are further aware
16 of the immediate, irreparable consequences that result when a person of Mr. Irvin's position and
17 status is accused of engaging in harassment, unwanted physical contact or misconduct towards a
18 person of the opposite sex.

19 85. Upon information and belief, one purpose of Defendants' actions, including making
20 false statements to the NFL, ignoring readily available evidence contradicting Ms. Doe's allegations
21 and refusing to conduct a legitimate investigation of Ms. Doe's allegations, was to damage Mr.
22 Irvin's business expectancies and reputation. Such purpose is improper.

23 86. Through Defendants' improper conduct described above, they intentionally
24 interfered with Mr. Irvin's valuable business expectancies. Defendants improperly took direct
25 measures to scar Mr. Irvin's reputation, which had a direct and detrimental effect on his livelihood,
26 business relationships and prospective engagements and caused him humiliation and emotional
27 distress. Defendants accomplished this result through unfair and wrongful means.

28 . . .



1 87. Defendants had no legal right, legitimate interest, privilege or justification for
2 tortiously interfering with Mr. Irvin's business expectancies.

3 88. Defendants' interference proximately caused Mr. Irvin's injuries. Within days of
4 Defendants' actions, the NFL published a statement that Mr. Irvin would not be a part of the NFL
5 Network's Super Bowl LVII week coverage. Scores of news outlets reported that Mr. Irvin had
6 been accused of misconduct with a woman at a hotel. In the aftermath of that reporting, Mr. Irvin
7 has not been scheduled for any further engagements, even though he had a reasonable expectation
8 of being engaged based upon his prior history of engagements and paid appearances during the
9 NFL Combine and other pivotal events on the NFL offseason calendar.

10 89. As a direct and proximate result of Defendants' interference, Mr. Irvin has suffered
11 substantial damages in an amount to be proven at trial, including lost future earnings and related
12 benefits from unrealized business expectancies.

13 90. As a further result of Defendants' actions, Mr. Irvin has suffered substantial non-
14 pecuniary losses, including, among others, humiliation, damage to his professional and personal
15 reputation, interruption to his charitable endeavors and engagements, undue stress, anxiety, anguish
16 and other non-pecuniary losses.

17 91. Defendants' actions were intentional, aggravated, and committed with an evil mind
18 and intent to cause injury or in reckless and/or deliberate disregard of an unjustifiably substantial
19 risk of significant harm to Mr. Irvin. Mr. Irvin is entitled to an award of punitive damages in an
20 amount sufficient to punish Defendants and deter them and others similarly situated from engaging
21 in like conduct in the future.

22 **DISCOVERY TIERING**

23 92. This case meets the minimum damages threshold for placement into Tier 3 under
24 Ariz. R. Civ. P. 26.2.

25 **JURY TRIAL DEMAND**

26 93. Pursuant to Ariz. R. Civ. P. 38, Mr. Irvin demands a jury trial on all claims triable by
27 jury.

28 . . .



RELIEF SOUGHT

Plaintiff Michael Irvin respectfully requests judgment in his favor and against Defendants Marriott International, Inc., Renaissance Hotel Operating Company, Diaeldin Waziry, Tracy Stoltz, Lee Ann Vinciguerra, and Jane Doe, jointly and severally, as follows:

- A. For an award of actual damages in an amount to be proven at trial;
- B. For an award of punitive damages in an amount to be proven at trial;
- C. For an award of reasonable attorneys’ fees, costs and expenses incurred herein;
- D. For an award of pre- and post-judgment interest on the awarded sums at the highest rate permitted by law; and
- E. For such other relief as this Court deems just and proper.

DATED this 14th day of March, 2023.

COHEN DOWD QUIGLEY
The Camelback Esplanade One
2425 East Camelback Road, Suite 1100
Phoenix, Arizona 85016
Attorneys for Plaintiff s

By: /s/ Daniel G. Dowd
Daniel G. Dowd
Daniel E. Durchslag
Kaysey L. Fung

Levi G. McCathern, II (*pro hac vice application forthcoming*)
McCathern, PLLC
3710 Rawlins Street
Dallas, Texas 75219
Telephone 214•741•2662

Attorneys for Plaintiff Michael Irvin