

**IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
(GENERAL JURISDICTION)
A.D. 2023**

Between:

**ADOMI GROUP, LLC
BRIDGE VIEW RESORT
ATIMPOKU, GHANA**

...

PLAINTIFF

-VRS-

**PEACE DEGAULLE DOGBATSEY
ACCRA, GHANA**

...

DEFENDANT

(PLAINTIFFS TO DIRECT SERVICE)

STATEMENT OF CLAIM

1. The Plaintiff, is a company duly incorporated in Ghana, headquartered at BridgeView Resort ("**BridgeView**"), near the Atimpoku Roundabout in Atimpoku, Ghana.
2. The Defendant describes herself online as a pharmacist working with the Okomfo Anokye Teaching Hospital and the Chief Executive Officer of Peace Bridal.
3. Plaintiff says that On Tuesday, August 1, 2023, Defendant made a reservation on **booking.com for a Premium Suite** at the BridgeView Resort from the 8th of August to the 10th of August 2023, the layout of the premium suite is such that it includes a **living area separate from the bedroom area**.
4. On that same day, a receptionist at BridgeView called Defendant to inquire if her payment could be processed and whether she would be able to present her credit card on arrival. **Defendant responded that her card had sufficient funds** and could be processed.
5. The Plaintiff says that this procedure ensures that fraudulent cards are not used at BridgeView as well as a means to protect BridgeView's status with card processors who have policies requiring a low decline rate as high declines is usually evidence that the company is engaged in fraudulent activities.
6. The Plaintiff went ahead to process the card **but it was declined for insufficient funds**.

7. On Tuesday, August 1, 2023 at 10:01pm, BridgeView cancelled the reservation as a result of the insufficient funds.
8. Booking.com and BridgeView sent an email to the Defendant alerting them of the cancellation.
9. On Wednesday, August 2, 2023 at 12:16am, Defendant made a **new booking on Expedia.com for a One-Bedroom Luxury Chalet (Double Bed)**. Like Booking.com, Expedia's website clearly lists all the different room types **accompanied by detailed pictures** to allow guests to easily identify the type of room they would want to book. The room Defendant booked **included five pictures showing exactly how the room is configured**.
10. Unlike booking.com, BridgeView does not collect payment for reservations. **Expedia processes and collects the payment from the guest and pays BridgeView 30 days after the guest checks out minus commissions.**
11. BridgeView's standard process for when a reservation is received is to send an email via a Canadian company known as Autohost (<https://www.autohost.ai/>).
12. On its website, Autohost describes the company as being the "leading technology company dedicated to revolutionizing the way guest screening is conducted in the hospitality industry. With a focus on enhancing security, streamlining processes, and improving the overall guest experience, Autohost offers innovative solutions that leverage automation and cutting-edge technology."
13. On August 2, 2023, BridgeView sent an email titled: Required Verification of Reservation asking the Defendant to complete a verification process through Autohost.
14. Despite several reminders to the Defendant to complete the process, the Defendant failed to complete this required verification process.
15. Subsequently, the reservation was cancelled because the verification process had not been completed despite BridgeView's best efforts and an email was sent to Defendant notifying her of the cancellation and asking her to call if she needed to reinstate it.
16. Five days later, on August 7th, 2023, Defendant called to inquire about the status of her reservation with Expedia. BridgeView notified Defendant that her reservation had been cancelled on the 2nd of August and that a notification had been sent to her. She asked that BridgeView reinstate the reservation, and BridgeView obliged and reinstated the reservation after discussing with senior management.

17. After the booking had been confirmed, BridgeView reached out to Defendant via Whatsup to ask if she was celebrating an occasion that BridgeView could make memorable. Defendant responded that she was celebrating her anniversary.
18. **BridgeView offered to décor her room on her anniversary and setup a romantic dinner table also décored at no cost to Defendant.** The cost of the décor and dinner setup would be about \$150.
19. Defendant asked if the meals would also be free, for which BridgeView explained that it was the décor that was free.
20. BridgeView informed senior management via a Whatsup message of the upcoming anniversary celebration and a Director instructed that a family member of the Director who was planned to be in the newer of the Luxury Chalet rooms be moved to the older room so that Defendant could have the newer and bigger room to celebrate her anniversary.
21. Defendant arrived on August 8, 2023, at approximately 2pm with another couple to check-in.
22. The front desk manager reminded the Defendant that the room was for double occupancy and the Defendant responded that the couple will be sleeping somewhere else.
23. Defendant was accompanied to her room by a BridgeView staff. On arrival, she emphatically stated that it was the wrong room. The staff asked her to check her reservation because they believed that it was the right room.
24. The staff spent 10 minutes trying to explain to Defendant that it was the right room. Defendant became extremely upset and asked to speak to a manager immediately or she would begin posting bad reviews online.
25. The staff reported to the front desk manager but it was decided that given how upset the guest was, it needed to be escalated to a Director level.
26. The BridgeView Director walked into the room as the door was wide open. Defendant immediately screamed: This is not the room that I booked and that Defendant needed to be immediately moved to the correct room or she would post negative reviews on social media.
27. The Director explained that it was the right room and one of the best rooms available. He further explained that the room complete with a bedroom and living room was not available and was in fact is a lower priced room than what she had booked.

28. Defendant stood up from the bed and in a loud voice **demanded for the room with a separate bedroom and living room** or she would immediately start posting negative reviews on all social media platforms.
29. The Defendant likely needed that room configuration to entertain her guests in the living room.
30. The Director explained that the room was no longer available because BridgeView was fully booked that day but he would be happy to process a refund even though the reservation was non-refundable.
31. Defendant became even more agitated and escalated the threats to post on social media further adding that she would have all her friends post negative reviews on all social media platforms to destroy the business.
32. She further threatened that BridgeView believed she was a nobody but that she had hundreds followers and would have everyone she knows post negative reviews on every platform possible.
33. The Director explained that those would be fake reviews for which BridgeView does not address. He further stated that he would not be bothered by those reviews because customers know the quality of service that BridgeView provides.
34. On that day, **BridgeView had approximately 780 reviews on Google and was rated as Excellent with a 4.5 rating. BridgeView was also rated on Booking.com as "Fabulous" with an 8.9 rating and as "Exceptional" on Expedia with a 10/10 rating.**
35. The threats escalated against the Company and the Director emphatically told the Defendants that they would have to leave the premises if their screams and threats did not stop as the hotel was fully booked and the screams would disrupt other guests.
36. Defendant screamed: "you are going to lose my money" to which the Director replied, "why will I care about your money when you are screaming and disrupting all my other guests who came to relax."
37. The Chalets are positioned away from the main hotel building and is usually occupied by guests who visit BridgeView to relax.
38. Defendants aggression only escalated and to avoid any further confrontations, the Director directed staff to facilitate a refund through Expedia and left the room to continue a meeting.
39. While the Director walked away, Defendant continued to scream that Defenant would post negative reviews on social media to shut down the company. The

Director again responded that such a review would be fake as BridgeView had done everything to accommodate Defendant.

40. Defendant, still screaming and highly agitated by the Director's comments walked from the room to the BridgeView reception to demand a refund.
41. The front desk manager explained that Expedia had been called regarding the refund and would be calling Defendant shortly.
42. Expedia placed the call to Defendant immediately but Defendant refused to pick the call and continued to scream at the receptionist demanding cash payment from BridgeView.
43. The Defendant stated: "Is he crazy to ask me to go to Expedia for a refund".
44. The front desk receptionist calmly explained that Expedia would do the refund because BridgeView is not responsible for payments by Expedia guests.
45. The front desk manager explained further that the booking was processed by Expedia and that BridgeView does not get any payment till 30 days after Defendants reservation.
46. Defendant responded "what the hell are you talking about. Go and call him."
47. At this point, the other gentleman who had accompanied Defendant approached the front desk manager, held her arm, and demanded for a cash refund.
48. The Defendant's aggressive posture during this demand is identical to how Defendant demanded for the room from the Director, which led to the Director asking Defendant to leave the premises.
49. The Defendant continued with her screams: "he must be crazy," "is he mad"
50. BridgeView security and other employees tried to calm Defendant down as she screamed, "he said he doesn't need anyone's money" a reference to the Director's comment when he said he could not take her money because he does not have the room available and her screaming was disrupting other guests.
51. The screaming escalated when they saw the Director in the backyard. The man who had accompanied the Defendant tried to leave the reception with the intention of attacking the Director. An in-house guest and security stopped him.
52. Defendant continued yelling "if he likes he should come."

53. The in-house guest pleaded: "I am a guest, you are disturbing me" as the Defendant screamed: "he has never seen crazy before." "He must be crazy, he must be crazy."
54. Expedia continued to call Defendant's phone to discuss the refund but Defendant refused to pick the phone.
55. BridgeView called Expedia and pleaded with the Defendant to talk to the agent on the phone.
56. Defendant became even more aggressive and threatened to slap the front desk manager. **Guests at the facility intervened as she aggressively approached the manager screaming: "I will slap you, I will slap you, I will slap you."**
57. In-house guests and security intervened as **Defendant attempted to assault the front desk manager screaming "shut up shut up."**
58. The aggression continued and BridgeView decided to call the police to intervene as BridgeView feared for the safety of its staff. **In-house guests who were witnessing the situation and ready to testify to the accuracy of the events demanded that BridgeView remove Defendant from the facility immediately.**
59. Eventually, an in-house guest was able to plead with the Defendant to take the call from Expedia as the reservation had been done through that platform.
60. Since Defendant had refused to pick the calls from Expedia, Expedia had called BridgeView and was on hold waiting to explain Defendant's error to Defendant.
61. BridgeView staff handed the phone to Defendant and Expedia explained to Defendants that the One Bedroom Chalet is what Defendants booked for which even though it was non-refundable, BridgeView had called to demand that Expedia waive all cancellation fees and immediately process a refund to Defendant. **Expedia further explained that the booking was accompanied by detailed pictures of the room and that room is significantly different from what the Defendant was demanding.**
62. After that confirmation from Expedia, Defendant proceeded to leave the property and BridgeView called the individual who had been asked to call the police to stop in order to avoid further disruptions to all our guests.
63. As Defendant's drove away, Google notified BridgeView of a 1-Star Review that had been posted on Google.

64. A few minutes later, several 1-Star reviews were posted dropping BridgeView's ratings.
65. BridgeView was notified of additional postings on social media and reviewed Defendants account on Facebook where she had over 100,000 followers. BridgeView also observed a pattern of using social media to tell one-sided stories of events.
66. There were, however, no drop in ratings on platforms such as Booking.com or Expedia, where only verified guests can post reviews. But on platforms where guests are not verified, numerous bad reviews were written about BridgeView.
67. On 8th August 2023, the Defendant posted on Facebook intentionally narrating the events which unfolded in a manner inconsistent with what had actually transpired. This has injured the reputation of BridgeView and constitutes a malicious attempt to destroy the reputation of BridgeView. The false narrative and injurious statements include:
- a. On booking.com, a clear description of the rooms came as you booked but **on Expedia, it's just the names of the rooms.**
 - b. "He blatantly told me he didn't care about reviews because his hotel is always booked and my bad review wouldn't change that and he didn't need my money either".
 - c. "Upon looking at his bad reviews, I realized the owner is one who stereotypes and has a skewed mindset about some kind of people so when he saw us, he was probably thinking we are nobodies who just happened to get money to book his hotel".
 - d. "I'm shocked that whole establishment does not have a qualified and diplomatic person to be their manager. In fact, I was surprised by this man's actions and to even think that he came from abroad and he's this unprofessional towards his customers; because you will never experience this kind of horrible situation in any developed country.
68. As explained previously, like booking.com, **Expedia presents clear images of the rooms and in this instance Defendant would have been presented with five pictures clearly detailing the layout of the room.**
69. On social media, several friends and followers of the Defendant agreed with her narrative, shared her side of the story, and added comments, which at the time this complaint was filed was over 1100 on her page with multiple shares and comments.