

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND

K.T.;
J.L.E.;
M.O.;
KATHLEEN NEVINS, Conservator of the Person of M.J.M.,
and JOHN MORELLI and CATHERINE MORELLI,
Co-Conservators of the Estate of M.J.M., Incapacitated;
K.P.S.;
L.G.C.;
O.M.F.;
K.M.;
A.B.E.;
M.A.M.;
D.S.W.;
H.E.B.;
J.S.S.;
E.C.;
S.N.R. (By and Through Next Friend and Mother S.L.R.);
B.E.J. (By and Through Next Friend and Mother C.L.J.);
J.W.H. (By and Through Next Friend and Father R.L.H.);
A.M.Y. (By and Through Next Friend and Mother M.N.Y.); and
H.W. (By and Through Next Friend and Mother D.S.),

Plaintiffs,

v.

CASE NO.: _____
TRIAL BY JURY DEMANDED

CUMBERLAND HOSPITAL, LLC
d/b/a CUMBERLAND HOSPITAL FOR
CHILDREN AND ADOLESCENTS,

Serve: Cumberland Hospital, LLC
c/o Corporation Service Company, Registered Agent
100 Shockoe Slip Fl 2
Richmond, Virginia 23219,

UNIVERSAL HEALTH SERVICES, INC.,

Serve: Corporation Service Company, Registered Agent
100 Shockoe Slip Fl 2
Richmond, Virginia 23219,

UHS OF DELAWARE, INC.,

**Serve: Corporation Service Company, Registered Agent
100 Shockoe Slip Fl 2
Richmond, Virginia 23219**

DANIEL N. DAVIDOW,

Serve: Daniel N. Davidow


and

DANIEL N. DAVIDOW, M.D., P.C.,

**Serve: Michael L. Goodman, Registered Agent
Goodman Allen Donnelly, PLLC
4501 Highwoods Pkwy Suite 210
Glen Allen, Virginia 23060**

Defendants.

COMPLAINT

COME NOW, the Plaintiffs, K.T.; J.L.E.; M.O.; Kathleen Nevins, Conservator of the Person of M.J.M., and John Morelli and Catherine Morelli, Co-Conservators of the Estate of M.J.M., Incapacitated; K.P.S.; L.G.C.; O.M.F.; K.M.; A.B.E.; M.A.M.; D.S.W.; H.E.B.; J.S.S.; E.C.; S.N.R. (By and Through Next Friend and Mother S.L.R.); B.E.J. (By and Through Next Friend and Mother C.L.J.); A.M.Y. (By and Through Next Friend and Mother M.N.Y.); and H.W. (By and Through Next Friend and Mother D.S.), by counsel, and respectfully move this Honorable Court for judgment against the Defendants Cumberland Hospital, LLC d/b/a Cumberland Hospital for Children and Adolescents ("Cumberland"); Universal Health Services, Inc.; UHS of Delaware, Inc.; Daniel N. Davidow ("Davidow"); and Daniel N. Davidow, M.D., P.C., jointly and severally, for compensatory damages, punitive damages, costs of this action, and pre-judgment interest and

post-judgment interest together with actual damages, treble damages, and attorney's fees pursuant to the Virginia Consumer Protection Act on the grounds set forth below:

1. This action is filed pursuant to The Multiple Claimant Litigation Act, Va. Code § 8.01-267.1, *et seq.*

2. Plaintiffs total more than six individuals joined herein as Plaintiffs in a single action.

3. Plaintiffs' claims involve common issues of law and fact and arise out of the same series of transactions or occurrences, and their claims are properly joined in accordance with Va. Code § 8.01-267.1, *et seq.* The common questions of law or fact predominate and are significant to the actions.

4. Joinder of all Plaintiffs' claims against Defendants herein (i) promotes the ends of justice and the just and efficient conduct and disposition of the actions; (ii) is consistent with each party's right to due process of law; and (iii) does not prejudice any individual party's right to a fair and impartial resolution of each action.

5. Joinder of all Plaintiffs' claims against Defendants herein will be more convenient for the parties, witnesses, and counsel than individual separate actions.

6. All of the Plaintiffs' claims are at the initial stage of litigation, and joinder of their claims more efficiently utilizes judicial facilities and personnel and the Court's calendar, and avoids inconsistent rulings, orders and judgments.

7. Joinder of all of the Plaintiffs' claims against Defendants makes prompt settlement of the actions more likely and will not result in prejudice or confusion.

PARTIES

8. Plaintiff K.T. is 28 years old and a citizen of the State of Maryland residing in Baltimore, Maryland.

9. Plaintiff J.L.E. is 29 years old and a citizen of the State of North Carolina residing in Greensboro, North Carolina.

10. Plaintiff M.O. is 21 years old and a citizen of the State of Georgia residing in Locust Grove, Georgia.

11. M.J.M. is 22 years old and a citizen of the State of Connecticut residing in Southington, Connecticut. M.J.M. is incapacitated. This suit is brought on her behalf by Kathleen Nevins, Conservator of the Person of M.J.M., and John Morelli and Catherine Morelli, Co-Conservators of the Estate of M.J.M. On December 2, 2019, the State of Connecticut, Southington Probate Court, appointed Kathleen Nevins to serve as Conservator of M.J.M.'s Person. John Morelli was appointed by the State of Connecticut, Southington Probate Court, as Conservator of M.J.M.'s Estate on July 28, 2016, and Catherine Morelli was appointed as Co-Conservator of M.J.M.'s Estate on December 7, 2017.

12. Plaintiff K.P.S. is 23 years old and a citizen of the State of Maryland residing in Owings Mills, Maryland.

13. Plaintiff L.G.C. is 22 years old and a citizen of the Commonwealth of Virginia residing in Richmond, Virginia.

14. Plaintiff O.M.F. is 21 years old and a citizen of the Commonwealth of Virginia residing in Fredericksburg, Virginia.

15. Plaintiff K.M. is 22 years old and a citizen of the State of Maryland residing in Prince George County, Maryland.

16. Plaintiff A.B.E. is 19 years old and a citizen of the Commonwealth of Virginia residing in Reston, Virginia.

17. Plaintiff M.A.M. is 21 years old and a citizen of the State of Montana residing in Missoula, Montana.

18. Plaintiff D.S.W. is 20 years old and a citizen of the State of Maryland residing in Charles County, Maryland.

19. Plaintiff H.E.B. is 19 years old and a citizen of the State of North Carolina residing in Wilson, North Carolina.

20. Plaintiff J.S.S. is 21 years old and a citizen of the State of South Carolina residing in Fountain Inn, South Carolina.

21. Plaintiff E.C. is 19 years old and a citizen of the State of New York residing in Brooklyn, New York.

22. Plaintiff S.N.R. is a minor, 17 years old, who sues by Next Friend and Mother S.L.R. S.N.R. is a citizen of the Commonwealth of Pennsylvania residing in the greater Philadelphia metropolitan area.

23. Plaintiff B.E.J. is a minor, age 9, who sues by Next Friend and Mother C.L.J. Plaintiff B.E.J. is a citizen of the State of North Carolina residing in Franklin, North Carolina with C.L.J.

24. Plaintiff J.W.H. is a minor, age 17, who sues by Next Friend and Father R.L.H. Plaintiff J.W.H. is a citizen of the Commonwealth of Virginia residing in Warrenton, Virginia with R.L.H.

25. Plaintiff A.M.Y. is a minor, age 15, who sues by Next Friend and Mother M.N.Y. Plaintiff A.M.Y. is a citizen of the State of Florida residing in Pinellas Park, Florida with M.N.Y.

26. Plaintiff H.W. is a minor, age 14, who sues by Next Friend and Mother D.S. Plaintiff H.W. is a citizen of the Commonwealth of Virginia residing in Glen Allen, Virginia with D.S.

27. Plaintiffs are proceeding under pseudonyms in accordance with Va. Code § 8.01-15.1 as the need for anonymity outweighs the public's interest in knowing the individual identities of the Plaintiffs, and maintaining the anonymity of the Plaintiffs does not prejudice any other party.

28. Defendant Cumberland Hospital, LLC d/b/a Cumberland Hospital for Children and Adolescents ("Cumberland") is now, and at all times relevant herein has been, a Virginia corporation with a principal place of business located at 9407 Cumberland Road, New Kent, Virginia 23124. Cumberland is a residential behavioral health care facility offering services to youths and adolescents with complex behavioral issues, eating disorders, diabetes, brain injury, chronic illness, or neurobehavioral issues. Cumberland advertises that its patients are children, teens and pre-teens, ages two to 22, challenged by co-occurring medical and behavioral diagnoses. Cumberland is a subsidiary of Defendant Universal Health Services, Inc.

29. Defendant Cumberland's registered agent is Corporation Service Company located at 100 Shockoe Slip Fl 2, Richmond, Virginia, 23219.

30. Defendant Universal Health Services, Inc. ("UHS, Inc.") is now, and at all times relevant herein has been, a corporation organized under the laws of the state of Pennsylvania with a principal office address in King of Prussia, Pennsylvania, which owns, operates, manages, and controls behavioral health facilities and acute care hospitals throughout the United States and conducts substantial business in Virginia.

31. Defendant UHS of Delaware, Inc. ("UHS-D") is a corporation organized under the laws of Delaware with a principal office address in King of Prussia, Pennsylvania, which is

authorized to transact business in the Commonwealth of Virginia, conducts substantial business in Virginia, and is also subsidiary of Universal Health Services, Inc. Defendant UHS-D is the management company for UHS, Inc. Defendant UHS-D's registered agent in the Commonwealth of Virginia is Corporation Service Company located at 100 Shockoe Slip Fl 2, Richmond, Virginia, 23219.

32. Defendant UHS, Inc. is the parent-company of Defendants UHS-D and Cumberland. Defendant UHS-D is a wholly-owned direct subsidiary of UHS, Inc. Defendant Cumberland is a wholly-owned direct or indirect subsidiary of UHS, Inc.

33. Prior to November 2010, Psychiatric Solutions Hospitals, Inc. and/or Psychiatric Solutions of Virginia, Inc. ("PSI") owned, operated, managed, and controlled Defendant Cumberland.

34. In or about November 2010 UHS, Inc. acquired PSI. Upon information and belief, as part of the aforementioned acquisition, UHS, Inc. acquired Cumberland along with approximately 105 other inpatient and outpatient facilities across the United States. As part of the aforementioned acquisition, UHS, Inc. expressly or impliedly agreed to assume all existing and future liabilities.

35. Defendants UHS, Inc. and UHS-D refer to themselves collectively as "UHS," thus when referred to together herein, they are sometimes referred to as "UHS."

36. Defendant Daniel N. Davidow ("Davidow") is now, and at all times relevant herein has been, a citizen of the Commonwealth of Virginia residing in Richmond, Virginia.

37. Defendant Daniel N. Davidow, M.D., P.C. ("Davidow, P.C.") is a corporation organized under the laws of the Commonwealth of Virginia with a principal office address located

at 202 Westham Pkwy Richmond, Virginia 23229. Defendant Davidow is an officer, director, and president of Davidow, P.C.

38. Defendant Davidow was, at all times relevant herein, the Medical Director at Cumberland Hospital and an agent, employee, and servant of Defendants Davidow, P.C., Cumberland, UHS, Inc., and UHS-D, acting within the scope of his agency, employment, and service of Defendants Davidow, P.C., Cumberland, UHS, Inc., and UHS-D.

JURISDICTION AND VENUE

39. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

40. This Court has personal jurisdiction over Defendants pursuant to Va. Code § 8.01-328.1 (1)-(4).

41. Defendants UHS, Inc. and UHS-D purposefully availed themselves of the privileges of conducting business activities within the Commonwealth of Virginia such that the forum Court may exercise personal jurisdiction over them. These Defendants are, and at all times relevant herein were, doing business in the Commonwealth of Virginia through the ownership, operation, management, marketing, promotion, and control of services provided by the aforementioned behavioral healthcare facilities throughout the Commonwealth of Virginia, including Cumberland Hospital, and are profiting, substantially, from such activities. This action relates to and arises out of the contacts created in the Commonwealth of Virginia by these Defendants.

42. At all times material and relevant herein, UHS, Inc. directly or indirectly through its subsidiaries owned and operated at least 25 acute care hospitals and 200 behavioral health centers located throughout the United States ("UHS Facilities"). Cumberland Hospital came under the ownership and control of UHS, Inc. as a result of UHS, Inc.'s acquisition of PSI discussed *supra*.¹

43. UHS, Inc. portrays itself as a holding company that is not, and never has been, involved in the day-to-day operations of UHS Facilities, which it claims are operated through its subsidiaries including its "management company" UHS-D. These portrayals are inconsistent with the true operation and management of UHS Facilities and amount to material misrepresentations made to the public for years on end.

44. UHS Facilities are structured, managed, operated, and controlled by UHS, Inc. as a result of decisions made by its employees and Board of Directors motivated by its primary objective to maximize profits by increasing revenue and decreasing costs at UHS Facilities to increase shareholder returns. UHS, Inc.'s control, influence, and involvement in the day-to-day operations of UHS Facilities is pervasively consistent, ranging from its procurement of contracts with referring facilities and governmental actors to send patients to UHS Facilities, to the recruitment, hiring, and retention of executives at the UHS Facilities to ensure compliance and continuity, to the implementation of billing practices which include the training of employees on how to induce longer, unnecessary stays of unsuspecting patients, and through the discharge procedures, which are expedited when a patient is no longer able to pay for their continued stay at the UHS Facility and not implemented in some situations when it is more profitable for UHS Facilities and, in turn, UHS, Inc.

¹ The term "UHS Facilities" used throughout this Complaint includes Cumberland Hospital.

45. UHS, Inc. has continually, deliberately, and systemically targeted and exploited the Commonwealth of Virginia's market of inpatient and outpatient services at acute care and behavioral health facilities.

46. UHS, Inc. submitted a "Conceptual Proposal" to the Commonwealth of Virginia's Department of Behavioral Health and Developmental Services ("DBHDS") titled *A Strategic Partnership to Provide Transformative Change for Youth in the Virginia Behavioral Health Care System* in which it identifies its UHS Facilities in Virginia as its "regional Virginia facilities" including Cumberland Hospital. UHS, Inc. states that its differentiating services "introduce a model that transcends a siloed provider mindset to focus on a system of care" and points out that its "157 beds" in Virginia between its facilities represent "33.3% of the total privately licensed beds in Virginia, including some UHS facilities currently under construction" while UHS Facilities represent 591 licensed Residential Treatment Facility beds for children and adolescents located across the state of Virginia making up "46.4% of the licensed beds" in Virginia. **Exhibit A.**

47. From at least 2008 until 2019, Debra K. Osteen served UHS, Inc. as a Senior Vice President and President of the UHS Behavioral Health Division.

48. From at least 2008, Cheryl K. Ramagano served UHS, Inc. as Treasurer and a Vice President.

49. According to UHS, Inc. its "Corporate Officers" are employees of UHS-D serving as officers to both UHS, Inc. and UHS-D. This includes Debra K. Osteen and Cheryl K. Ramagano.

50. From as early as 2011, UHS, Inc. or UHS-D, or both, have paid for Department of Behavioral Health and Development Services ("DBHDS") application renewals for its UHS Facilities located in Virginia including Cumberland Hospital. All disbursements came from the same Bank of America Commercial Disbursement Account 70-2328 719 and paid to the Order of

the Treasurer of Virginia Office of Licensing for the DBHDS located in Richmond, Virginia. Debra K. Osteen endorsed these checks on behalf of UHS, Inc. or UHS-D, or both. **Exhibit B.**

51. On February 23, 2018, its Senior Vice President and Treasurer Cheryl K. Ramagano (“Ramagano”) wrote the Director of the Virginia Department of Behavioral Health and Development Services (“DBHDS”) committing UHS, Inc. to the financial support of North Spring Behavioral Healthcare’s expansion of Outpatient/Partial Services “subject to the approval of [its] investment committee.” Ramagano was an employee or agent, or both, of UHS, Inc. acting within the scope of her employment or agency, or both, with the actual or apparent authority of UHS, Inc. when she wrote to DBHDS as is evidenced by her letter in which she states “I am authorized to represent that subject to approval of our investment committee, Universal Health Services, Inc. is committed to fund additional Outpatient/Partial Services to its existing facility Outpatient/Patient programs.” **Exhibit C.**

52. On April 7, 2020, Ramagano submitted a virtually identical letter to DBHDS on behalf of UHS, Inc. expressing its commitment to “supporting the financial needs of Cumberland Hospital for Children and Adolescents.” **Exhibit D.**

53. All facilities in Virginia that are licensed by DBHDS must submit, as part of their applications for licensure, renewals, or modifications financial statements or other documents evidencing the facility’s ability to fund the activities and services requested as part of the application.

54. At all times relevant herein, UHS, Inc. submitted financial statements evidencing its sufficient credit and cash flows to receive licenses, renewals, and modifications from DBHDS for UHS Facilities in Virginia, including Cumberland Hospital.

55. UHS, Inc. has at all times relevant herein funded all operations and activities at UHS Facilities in Virginia, including Cumberland Hospital.

56. In November 2010, UHS, Inc. acquired Cumberland Hospital along with 110 other facilities as part of its acquisition of PSI. Thereafter, UHS, Inc.'s Behavioral Health Division integrated Cumberland Hospital into the UHS, Inc. systems of operation.

57. The process of integration for newly acquired UHS Facilities in Virginia, including Cumberland Hospital, included the implementation of policies developed by UHS, Inc. and appointment of officers at the direction of UHS, Inc. and UHS-D. These policies included, but are not limited to, a Facility Sanctions Policy (**Exhibit E**)² establishing the required and appropriate sanctions against members of the workforce that fail to comply with UHS, Inc. facility policies and procedures; a Photographs, Videotapes and Other Recordings of Patients (**Exhibit F**)³ policy describing when photographs, videotapes and other recordings are allowed to be taken of patients and the manner the media may be used; a Disclosures for Law Enforcement Purposes (**Exhibit G**)⁴ policy identifying and establishing guidelines for when facilities may use and disclose private health information to law enforcement; a Use and Disclosure of Private Health Information for Marketing (**Exhibit H**)⁵ policy identifying when UHS Facilities may use and disclose private

² A copy of the Facility Sanctions Policy submitted with licensure documentation for UHS Facility Liberty Point is attached as **Exhibit E**.

³ A copy of this policy submitted with licensure documentation for UHS Facility Liberty Point is attached as **Exhibit F**.

⁴ A copy of the Disclosures for Law Enforcement Purposes policy submitted with licensure documentation for UHS Facility Liberty Point is attached as **Exhibit G**.

⁵ A copy of the Use and Disclosure of PHI for Marketing submitted with licensure documentation for UHS Facility Liberty Point is attached as **Exhibit H**.

health information for marketing purposes; and a Notice of Privacy Practices (**Exhibit I**)⁶ outlining the policy and process for each UHS Facility.

58. The process of integration included UHS-D hiring and retaining Gay Brooks as its employee and the CEO of Cumberland Hospital. At all times material and relevant herein, Gay Brooks served Cumberland Hospital as its CEO and was, at all times, an employee of UHS-D or UHS, Inc., or both.

59. Upon information and belief, all Chief Executive Officers for UHS Facilities are employees of UHS-D or UHS, Inc., or both.

60. At all times relevant herein, Cumberland Hospital was required to submit annual applications of licensure to the Virginia Department of Health ("VDH").

61. Since at least September 24, 2013, Gay Brooks, in her capacity as CEO of Cumberland Hospital and acting within the course and scope of her employment with UHS-D, submitted annual licensure applications to VDH, under oath, identifying "Universal Health Services" as the owner of Cumberland Hospital. **Exhibit J**⁷

62. VDH issued a General Hospital License (Number H 1849) to Universal Health Services as the "Operator" authorized to operate Cumberland Hospital for calendar years 2015, 2016, 2017, 2018, 2019, and 2020. **Exhibit K**.

63. The designation of "Universal Health Services" as the "Owner" and "Operator" of Cumberland Hospital necessarily refers to Universal Health Services, Inc. UHS-D's legal name is not "Universal Health Services, Inc. of Delaware," - it is "UHS of Delaware, Inc." The designation

⁶ A copy of the Notice of Privacy Practices submitted with licensure documentation for UHS Facility Liberty Point is attached as **Exhibit I**.

⁷ Applications of licensure submitted to the Virginia Department of Health are attached hereto as **Exhibit J**.

of "Universal Health Services" as the "Owner" and "Operator" of Cumberland Hospital, therefore, was intended to refer only to UHS, Inc., not UHS-D or some other UHS entity.

64. At all times material and relevant herein, UHS, Inc. owned and operated Cumberland Hospital.

65. On September 24, 2020, UHS-D entered into an "Emergency Contract" with the DBHDS on behalf of Defendant Cumberland and Cumberland Hospital for the performance of services at Cumberland Hospital. **Exhibit L.**

66. On or about March 26, 2021, UHS, Inc. entered into a Fixed Rate Agreement with the State of Illinois Department of Children and Family Services to provide services to children and adolescents in the custody of the Illinois Department of Children and Family Services at Cumberland Hospital. **Exhibit M. See also Exhibit N.⁸**

67. "Universal Health Services" as it appears in the applications for licensure to the VDH and the licenses issued by the VDH for Cumberland Hospital refers to UHS, Inc. Similarly, "Universal Health Services," as the term appears in the Fixed Rate Agreement with the State of Illinois and UHS, Inc., refers to UHS, Inc.

68. At all times relevant herein, executives and members of leadership at Cumberland Hospital, including its Medical Director Defendant Davidow, were agents, servants, and employees of UHS-D, UHS, Inc., and Cumberland or a combination thereof.

69. At all times relevant herein, the agents, employees, and servants that were not executives or members of leadership at Cumberland Hospital (ie nurses, physicians, behavioral

⁸ UHS, Inc. entered into a similar Fixed Rate Agreement with the State of Illinois Department of Children and Family Services on behalf of Newport News Behavioral Health Center located in the City of Newport News, Virginia. **Exhibit N.**

technicians, teachers, therapists, admission staff etc.) at Cumberland Hospital were agents, servants, and employees of UHS-D, UHS, Inc., and Cumberland or a combination thereof.

70. UHS, Inc. transacted business in Virginia directly and through its agents, Cumberland, UHS-D, and Defendant Davidow and other executives and members of leadership at Cumberland Hospital.

71. UHS, Inc. asserted authority and direction over UHS-D, UHS, Inc.'s subsidiary doing business in Virginia, such that it was UHS, Inc.'s alter-ego and agent to conduct administrative and management operations of its UHS Facilities in Virginia, including Cumberland Hospital.

72. UHS, Inc. asserted authority and direction over Cumberland, UHS, Inc.'s domestic subsidiary, such that Cumberland was UHS, Inc.'s alter ego and agent to operate Cumberland Hospital.

73. UHS, Inc. controlled the directors, corporate officers, and other members of leadership of both UHS-D and Cumberland, required them to obtain written approval for certain actions, and executed agreements obliging them to maintain standards created by UHS, Inc.

74. UHS, Inc. is subject to this Court's jurisdiction based its direct contacts with the Commonwealth of Virginia and the contacts of its domestic subsidiaries, agents, and alter-egos, UHS-D and Cumberland, and its agents including Defendant Davidow.

75. Venue is proper in this Court pursuant to Va. Code § 8.01-262(1) and Va. Code § 8.01-262(2) because Defendants Davidow and Davidow, P.C. reside and have their principal office in the City of Richmond and Defendants Cumberland and UHS-D appointed an agent to receive process in the City of Richmond.

GENERAL ALLEGATIONS

76. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

77. UHS Inc. and UHS-D are for-profit corporations that own and operate for-profit hospitals and health care facilities throughout Virginia and the United States.

78. UHS, Inc. is a Fortune 500 Corporation with approximately \$11.3 billion in annual revenue that produced net income of more than \$891 million in 2019.

79. At all times material and relevant herein, UHS, Inc.'s Board of Directors was made up of seven individuals led by the Chairman of the Board, Chief Executive Officer, and Founder of UHS, Inc. Alan B. Miller ("Alan Miller").

80. At all times relevant herein, Alan Miller was an employee of UHS, Inc. On July 24, 2013, UHS, Inc. entered into a renewed employment agreement with Alan Miller (effective July 1, 2013) that provides that Alan Miller would continue to serve as Chief Executive Officer of UHS, Inc. and Chairman of its Board of Directors through December 31, 2017, and subject further to automatic annual renewal unless UHS, Inc. or Alan Miller elected otherwise. Alan Miller's employment agreement was automatically renewed and effective with UHS, Inc. at all times material and relevant to this action.

81. At all times material and relevant herein, Alan Miller owned approximately 78.5% of Class A Common Stock, 9.5% of Class B Common Stock, and 99.9% of Class C Common Stock of UHS, Inc. As a result, at all times material and relevant herein Alan Miller possessed approximately 84% of the percentage of General Voting Power for UHS, Inc. After Alan Miller,

the individual or entity with the most voting power has, at all times relevant herein, been his son, Marc D. Miller, with approximately 2.5% of General Voting Power for UHS, Inc.

82. At all times relevant herein, Marc D. Miller has served as the President of UHS, Inc., UHS of Delaware, Inc., and all UHS, Inc. subsidiaries, including Defendant Cumberland.⁹ Marc D. Miller (“Marc Miller”) has served on the Board of Directors of UHS, Inc. as the “President of the Company.”

83. UHS, Inc. measures and calculates its profits and maintains statistics within two separate divisions of the corporation: (1) Acute Care Division; and (2) Behavioral Health Division.

84. UHS, Inc. is the largest facility-based behavioral health provider in the country, with its subsidiaries operating 349 behavior health facilities in the United States, Washington DC, Puerto Rico, the U.S. Virgin Islands, and the United Kingdom.

85. UHS, Inc. ensures the compliance of its subsidiaries, including Cumberland and UHS-D, through the implementation of a company-wide compliance program that has been in place since 1998. According to UHS, Inc.’s Annual Reports, which are publicly available at <https://ir.uhsinc.com/financial-information/annual-reports>, the compliance program’s elements “include a Code of Conduct, risk area specific policies and procedures, employee education and training, an internal system for reporting concerns, auditing and monitoring programs, and a means for enforcing the program’s policies.” Further,

Since its initial adoption, the compliance program continues to be expanded and developed to meet the industry’s expectations and our needs. Specific written policies, procedures, training and educational materials and programs, as well as auditing and monitoring activities have been prepared and implemented to address the functional and operational aspects of our business. Specific areas identified through regulatory interpretation and enforcement activities have also been addressed in our program. Claims preparation and submission, including coding, billing, and cost reports, comprise the bulk of these areas.

⁹ Marc D. Miller is identified in Annual Reports, which are publicly available, as “the President of the Company.” As discussed, *supra*, these Annual Reports also define “the Company” as “Universal Health Services, Inc. and its subsidiaries.”

Financial arrangements with physicians and other referral sources, including compliance with anti-kickback and Stark laws and emergency department treatment and transfer requirements are also the focus of policy and training, standardized documentation requirements, and review and audit.¹⁰

86. UHS, Inc. and its subsidiaries, including UHS-D, refer to themselves as “UHS,” collectively.

87. UHS, Inc.’s Board of Directors devise business strategies and determine how those strategies will be implemented within its facilities, including the investment of capital or the lack thereof, with the primary objective of increasing profits for its shareholders, and then turn to UHS-D and its subsidiaries, including Defendant Cumberland, to do its bidding while ensuring their compliance every step of the way. In this way, UHS, Inc. uses its subsidiaries as stooges and dummies to carry out its directions in an attempt to shield itself from any adverse effects of its policies that would jeopardize its valuation as a publicly traded corporation. Effectively, UHS, Inc. has structured its organization so that its subsidiaries act as a front to protect UHS, Inc. from liability for its actions despite its puppeteering control of all UHS Facilities.

88. In or about July 2019, UHS, Inc. reached an agreement in principle with the Department of Justice’s Civil Division, and various states’ attorneys general offices, to resolve the civil aspects of the government’s investigation of UHS, Inc.’s behavioral health facilities for \$127 million. On July 6, 2020, UHS, Inc. entered into definitive settlement agreements with the government pursuant to the terms and amounts consistent with the aforementioned agreement in principle (hereinafter “Settlement Agreement”). **Exhibit O.**

¹⁰ This quotation was taken from UHS, Inc.’s Annual Report for 2011, but is identical in language for every year of publicly available Annual Reports reviewed by counsel for the Plaintiffs.

89. The Settlement Agreement was the culmination of a decade long investigation into UHS, Inc., UHS of Delaware, Inc. and UHS Facilities, including Cumberland Hospital, that the government contended:

[S]ubmitted or caused to be submitted false claims for inpatient behavioral health services provided to Medicare, Tricare, FEHB, and VA beneficiaries at [UHS Facilities, including Cumberland Hospital], resulting from UHS's (i) admission of [patients] who were not eligible for inpatient or residential treatment, (ii) failure to properly discharge [patients] when they no longer needed inpatient or residential treatment, (iii) improper or excessive lengths of stay, (iv) failure to provide adequate staffing, training, and/or supervision of staff, (v) billing for services not rendered, (vi) improper use of physical and chemical restraints and seclusion; and (vii) failure to provide inpatient acute or residential care in accordance with federal and state regulations, including, but not limited to, failure to develop and/or update individual assessments and treatment plans, failure to provide adequate discharge planning, and failure to provide required individual and group therapy.

Exhibit O, pp. 6-7

90. Pursuant to UHS, Inc.'s settlement agreements with governmental entities, on July 9, 2020, UHS, Inc. made net aggregate payments of approximately \$117.3 million, before accrued interest and related fees, costs and individual claims due to or on behalf of third parties, including \$88.1 million pursuant to the terms of the agreement with the Department of Justice ("DOJ") and Office of Inspector General for the United States Department of Health and Human Services ("OIG").

91. Additionally, as part of the Settlement Agreement, UHS, Inc. and UHS-D entered into a five-year Corporate Integrity Agreement (the "Corporate Integrity Agreement") with the OIG. **Exhibit P**. The Corporate Integrity Agreement applied to UHS, Inc.'s and UHS-D's Behavioral Health Division, and UHS, Inc.'s and UHS-D's "oversight and management of that division." **Exhibit P**.

92. At all times material and relevant herein, Defendants Cumberland, UHS, Inc., and UHS-D owned, occupied, operated, and maintained the premises located at 9407 Cumberland

Road, New Kent, Virginia 23124 and the approximately 110 bed residential treatment center and hospital located thereon (hereinafter referred to as “Cumberland Hospital”).

93. Cumberland Hospital is licensed by the Virginia Department of Health (“VDH”) to operate a “General Hospital” offering specialty hospital services for children and specialty rehabilitation center services with 94 authorized acute care beds.

94. Cumberland Hospital is licensed by the Department of Behavioral Health and Developmental Services (“DBHDS”) to operate a residential treatment facility for children at Cumberland Hospital, which is limited to 16 beds (i.e. 16 patients/residents). Cumberland Hospital’s residential treatment facility is commonly referred to as Cumberland Residential Treatment Center or Cumberland RTC (hereinafter “RTC”).

95. Cumberland Hospital is not licensed as an acute psychiatric inpatient hospital.

96. Cumberland Hospital is part of UHS, Inc.’s and UHS-D’s Behavioral Health Division (“BHD”).

97. Providing enough staff to meet patients’ needs is an essential administrative requirement for all hospitals and residential treatment centers.

98. Staffing levels must take into account patients’ risk of violence and suicide as well as their medical needs.

99. Adequate and sufficient staffing levels vary between residential treatment centers, general hospitals, and inpatient psychiatric hospitals. This is because the population served by a facility or hospital impacts the staffing levels that are adequate and sufficient to protect the patients from other residents/patients, third parties, staff, and themselves.

100. Inpatient psychiatric hospital staffing requirements are higher than residential treatment centers and general hospitals because of the risks presented by the population served.

101. UHS, Inc. and UHS-D believe that staffing expenses are a key target for cutting costs to increase profits.

102. From 2006 until 2016, facilities owned and operated by UHS, Inc. and UHS-D were cited or investigated for inadequate staffing violations on approximately ninety (90) occasions, including Cumberland Hospital on at least one occasion.

103. Defendants UHS, Inc., UHS-D, Cumberland, and Davidow, put pressure on doctors and admissions staff at Cumberland Hospital to fill beds and to admit children even though these Defendants knew the staffing levels at Cumberland Hospital were inadequate, that it would be detrimental to the patients, that the patients created safety risks to other children admitted at Cumberland Hospital due to inadequate staffing and protection, that the patients would be in danger due to inadequate staffing and protection, and that Cumberland Hospital could not provide the appropriate care and protection to the patients.

104. Defendants UHS, Inc., UHS-D, Cumberland, and Davidow pressured and encouraged doctors and staff to keep patients admitted to Cumberland Hospital for as long as the patients could pay, even when inpatient care or residential treatment was no longer medically necessary or beneficial to the patients.

105. Defendants UHS, Inc., UHS-D, Cumberland, and Davidow encouraged unnecessary admissions and excessive length of stay (LOS) with the specific purpose of increasing revenue.

106. Defendants UHS, Inc., UHS-D, and Cumberland pressured Defendant Davidow and others to improve length of stay averages (i.e., keep patients at the facility longer) because UHS, Inc. and Cumberland made the most profit after the first five days of a patient's admission.

107. Defendants UHS, Inc., UHS-D, Cumberland, and Davidow targeted patients for RTC admissions as the easiest way to get a patient approved for a longer stay to increase revenue and profits.

108. Defendants UHS, Inc., UHS-D, Cumberland, and Davidow made “bed-to-bed transfers” for patients from the RTC to the general hospital units at Cumberland Hospital to maintain a profitable “head-to-bed” ratio at the facility while capitalizing on the higher cost of treatment associated with patients with primary diagnoses of mental illness, psychiatric conditions, developmental disabilities, and/or other behavioral health conditions.

109. Defendants UHS, Inc., UHS-D, Cumberland, and Davidow made “bed-to-bed” transfers from the RTC to the general hospital for patients with known mental illness, psychiatric conditions, developmental disabilities, and/or other behavioral health conditions with the knowledge and understanding that doing so would create a danger for patients in the transferee Units and for the patients being transferred. Nonetheless, these Defendants made these “bed-to-bed” transfers to increase revenue and profits.

110. Defendants UHS, Inc., UHS-D, Cumberland, and Davidow made “bed-to-bed” transfers from the RTC to the general hospital for patients with known mental illness, psychiatric conditions, developmental disabilities, and/or other behavioral health conditions with the knowledge and understanding that the staff was inadequate in numbers, experience, and training to protect and care for the patients. Nonetheless, these Defendants made these “bed-to-bed” transfers to increase revenue and profits.

111. Defendants UHS, Inc., UHS-D, Cumberland, and Davidow constantly pressured staff to change the primary diagnoses of patients, chart aggressive or sexually aggressive precautions in the patients’ records, and otherwise make fraudulent and materially false statements

in medical records to justify longer stays and higher costs associated with their stays at Cumberland Hospital in an effort to increase revenue and profits.

112. If a patient's parent or guardian would not consent to admission or question changes to the medical records, the staff at Cumberland Hospital would threaten to call the police and the Virginia Department of Child Protective Services (CPS) to force parents to admit their child to Cumberland Hospital and silence them from making reports or questioning decisions made by Defendants UHS, Inc., UHS-D, Cumberland, and Davidow.

113. At all times material and relevant herein, Defendants UHS, Inc., UHS-D, Cumberland, and Davidow made materially false statements about Cumberland Hospital to, and withheld material information from, the VDH and DBHDS with the intent to deceive including, but not limited to, materially false statements made to the VDH on annual renewal forms that identified Cumberland Hospital as a pediatric hospital that was not providing psychiatric services and materially false statements made to the DBHDS that Cumberland Hospital was limiting its residential treatment services of children and adolescents to 16 beds (i.e., 16 patients/residents) when in fact Cumberland Hospital was attempting to provide services (as defined by Va. Code § 37.2-403) to far more than 16 patients/residents.

114. At all times material and relevant herein, Cumberland Hospital admitted and attempted to serve hundreds (if not thousands) of children and adolescents, including the Plaintiffs, without appropriate and necessary licenses from the DBHDS and VDH.

115. At all times relevant herein, Defendants UHS, Inc., UHS-D, and Cumberland knowingly, fraudulently, and with the intent to deceive the public, including the Plaintiffs and their parents and guardians, held Cumberland Hospital out as a properly and appropriately licensed hospital providing inpatient psychiatric services, residential behavioral health services for children

and adolescents with mental illness or developmental disabilities (autism), and chronic, complex medical problems.

116. Defendants UHS, Inc., UHS-D, and Cumberland knowingly made false statements in marketing and advertising material for Cumberland Hospital with the intent to deceive the public, including the Plaintiffs and their parents and guardians, that described the facility as a “unique program based around a rehab model to help kids that have a medical problem that is complicated by a psychiatric, behavioral, or an emotional concern”¹¹ when, in fact, the facility was not licensed, staffed, equipped, or prepared to provide psychiatric care or behavioral care to all patients/residents at the facility.

117. Defendants UHS, Inc., UHS-D, and Cumberland knowingly made false statements in marketing and advertising material for Cumberland Hospital with the intent to deceive the public, including the Plaintiffs and their parents and guardians, that described the facility as “a medical facility first, behavioral secondary”¹² when, in fact, a majority of individuals at Cumberland Hospital had a primary diagnosis of mental illness and/or developmental disability and the primary reason for admission to Cumberland Hospital was directly related to the individuals’ mental illnesses and/or developmental disabilities rather than chronic health conditions.

118. As a condition of admission to Cumberland Hospital, UHS, Inc., UHS-D, and Cumberland required that all patients, including the Plaintiffs, read and acknowledge their review of their “Patient/Resident Rights.” **Exhibit Q.**

¹¹ <https://www.youtube.com/watch?v=-bnjhXXvhig>

¹² *Id.*

119. In their notice of “Patient/Resident Rights,” Defendants UHS, Inc., UHS-D, and Cumberland affirmed and informed the Plaintiffs that, while a patient and resident at Cumberland Hospital, the Plaintiffs had the right “to be treated with dignity and respect” and “to a safe, sanitary and humane environment.” **Exhibit Q.**

120. Defendants UHS, Inc., UHS-D, and Cumberland stated that the Plaintiffs had a right to receive treatment in the least restrictive treatment environment that was appropriate for their treatment plan, and that they “would not be placed in seclusion unless it is determined that such restrictions are necessary to protect” them or others from harm. **Exhibit Q.**

121. Patients or their parents/guardians, including the Plaintiffs herein, were required to sign an “Acknowledgement of Rights” prior to admission to Cumberland Hospital. **Exhibit R.**

122. As a condition of admission to Cumberland Hospital, Defendants UHS, Inc., UHS-D, and Cumberland required that all patients, including the Plaintiffs, read and acknowledge a “Patient Behavior Statement.” **Exhibit S.**

123. The “Patient Behavior Statement” explained that:

There are rules at Cumberland, just like the rules of society. Aggressive or sexual behavior is never appropriate in a hospital setting. Should a patient violate rules, there will be a loss of privileges or other form of consequence determined by the treatment process planned for that particular patient.

124. As a condition of admission to Cumberland Hospital, Defendants UHS, Inc., UHS-D, and Cumberland required that all patients, including the Plaintiffs, acknowledge that they read and understood Cumberland Hospital’s “Seclusion and Restraint Philosophy and Family Notification.” **Exhibit T.**

125. The “Seclusion and Restraint Philosophy and Family Notification” explained that “leadership of Cumberland strives to minimize the use of seclusion or restraint and whenever

possible to eliminate its use, through proper staff training, thorough assessment, effective treatment planning and continuous quality improvement efforts throughout the institution.”

126. Contrary to the statements contained in Cumberland Hospital’s “Patient/Resident Rights,” the Plaintiffs were not provided a safe, sanitary, or humane environment or treated with dignity and respect by Defendants UHS, Inc., UHS-D, Cumberland, and Davidow.

127. In fact, Defendants UHS, Inc., UHS-D, Cumberland, and Davidow operated an unsafe facility that subjected the patients, including the Plaintiffs, to constant threats to their basic safety, devoid of fundamental sanitation or humanity.

128. As is further described *infra*, the Plaintiffs and other patients at Cumberland Hospital were repeatedly sexually abused; physically abused; forced to urinate in their bedrooms or in cups stored in their bedrooms; forced to sleep and reside in rooms covered in skin particles and scabs that were picked by prior residents; and forced to sleep on beds with sheets that were rarely, if ever, changed.

129. Contrary to the statements contained in Cumberland Hospital’s “Patient Behavior Statement,” the rules of society did not apply at Cumberland Hospital because Defendants UHS, Inc., UHS-D, Cumberland, and Davidow chose not to enforce common rules of society.

130. As is further described *infra*, the Plaintiffs were repeatedly sexually abused and physically abused by fellow residents and staff members and their assailants, including Davidow, suffered no consequences.

131. In fact, Defendants UHS, Inc., UHS-D, Cumberland, and Davidow trained and instructed staff that they should “never call 911” regardless of the incident or allegation taking place at Cumberland Hospital.

132. Defendants UHS, Inc., UHS-D, and Cumberland implemented policies and protocols at Cumberland Hospital to limit and prevent the reporting of sexual abuse, physical abuse, and other harmful actions to authorities.

133. Defendants UHS, Inc., UHS-D, Cumberland, and Davidow instructed staff to handle all allegations and accusations of sexual abuse and physical abuse internally without involvement of outside authorities.

134. Contrary to Cumberland Hospital's "Seclusion and Restraint Philosophy and Family Notification," Defendants UHS, Inc., UHS-D, Cumberland, and Davidow frequently used physical restraints and seclusion to coerce, discipline, and retaliate against patients, including the Plaintiffs.

135. Nurses and other staff members at Cumberland Hospital who were agents, employees, and servants of UHS, Inc., UHS-D, and Cumberland frequently and routinely used physical restraints and seclusion for patients, including the Plaintiffs, as a matter of ease and convenience because staffing numbers and ratios were inadequate.

136. In the event of a possible incident or event involving physical abuse or sexual abuse of patients, Defendants UHS, Inc., UHS-D, Cumberland, and Davidow instructed staff to inform the parents of the patients involved that the appropriate investigations and measures were being taken internally, and that the allegations or accusations had been reported to the appropriate authorities, even though staff was under clear instruction not to report the accusations to authorities and the staff had not reported the allegations or accusations to external authorities.

Daniel N. Davidow

137. Defendant Davidow is a medical doctor holding himself out as a pediatric specialist.

138. Defendant Davidow served as the Medical Director for Cumberland Hospital from 1996 until he was placed on administrative leave by Cumberland Hospital in 2020.

139. During his time at Cumberland Hospital, Defendant Davidow was primarily responsible for patient admissions.

140. Defendant Davidow often traveled to children's hospitals across the United States to develop relationships with referring providers and to solicit potential patients to Cumberland Hospital.

141. Defendant Davidow was involved in the admission of practically all the patients at Cumberland Hospital, including the Plaintiffs.

142. As part of his admission process, Defendant Davidow performed an admission exam on patients.

143. Defendant Davidow's admission exam varied depending on the gender and/or sex of the patient being admitted.

144. For female patients, Defendant Davidow insisted that the examination was performed in private without parents or guardians of the patient present.

145. For female patients, Defendant Davidow fraudulently stated he needed to check the minor patient's femoral pulse to coerce the minor patient's compliance with his demands. Defendant Davidow would then place his hand beneath the minor patient's undergarments and sexually abuse the minor patient by intentionally touching the minor patient's intimate body parts.

146. Upon information and belief, Defendant Davidow began sexually abusing female patients at Cumberland Hospital under substantially similar circumstances as those described *supra* soon after he was hired as a physician at Cumberland Hospital in 1996.

147. Multiple patients at Cumberland Hospital reported sexual abuse at the hands of Defendant Davidow to nurses, staff, therapists, counselors, psychiatrists, and other agents, employees, and servants of the Defendants, from 1996 until Davidow was placed on administrative leave in February 2020.

148. Defendants UHS, Inc., UHS-D, and Cumberland knew or should have known Defendant Davidow was sexually abusing female patients on a week-to-week basis, but did not report the sexual abuse to the appropriate authorities on every occasion.

149. On or about April 7, 2017, a College of William & Mary graduate student interning at Cumberland Hospital reported to the New Kent County Department of Social Services that five female patients at Cumberland Hospital were victims of sexual abuse and that Defendant Davidow was the perpetrator of the sexual abuse.

150. At or about the same time in April 2017, New Kent County's Sheriff's Office ("NKCSO") began an investigation into Defendant Davidow and allegations of sexual abuse.

151. As part of its investigation, NKCSO interviewed the reporting graduate student who explained that, during a group therapy session, several girls began discussing Defendant Davidow's "magical touch," and, when asked to elaborate, the patients explained Defendant Davidow touched their vaginas while "checking their pulse" during the admissions process and that Defendant Davidow would also check their pulse under their breasts and would play with their hair during the physical by twirling it around his fingers.

152. As part of its investigation, NKCSO interviewed a psychotherapist at Cumberland Hospital who was, at all times relevant herein, an agent, employee, and servant of the Defendants UHS, Inc., UHS-D, and Cumberland Hospital.

153. During his interview, the Cumberland psychotherapist explained that the graduate student raised his concerns about Defendant Davidow's sexual abuse of patients to him before reporting it to Social Services. The psychotherapist then explained that he previously made a similar complaint and reported a similar accusation against Defendant Davidow to his supervisor Michael Swain. The psychotherapist explained that he previously polled a group of female patients to determine how many patients experienced the same or similar sexual abuse and that eleven of twelve patients reported Defendant Davidow sexually abused them in the same or very similar manner. He further explained that he polled a group of male patients to determine whether Defendant Davidow checked their femoral pulses during the intake exam. All male patients stated Defendant Davidow checked their pulse at their wrist only.

154. Subsequently, Cumberland Hospital and Davidow provided pretext for Davidow's sexual abuse to NKCSO and no charges were brought against Defendant Davidow.

155. All Defendants knew of the NKCSO investigation and accusations against Defendant Davidow and knew or should have known the accusations were in fact true and constituted sexual abuse.

156. At all times material and relevant herein, Defendants knew or should have known Defendant Davidow presented an imminent danger to vulnerable children and patients, including the Plaintiffs herein.

157. Davidow's inappropriate and pedophilic behaviors, including his sexual abuse of female patients as described herein, were common knowledge among agents, employees, and servants of UHS, Inc., UHS-D, and Cumberland at Cumberland Hospital as well as executives of these Defendants (including Cumberland Hospital longtime CEO Gay Brooks) and other persons

with the authority to modify his agency and employment with the Defendants, modify his involvement with the patients at Cumberland Hospital, or fire him.

K.T.

158. Plaintiff K.T. arrived at Cumberland Hospital in or about March 2008 as a minor.

159. At all times material and relevant herein, K.T. was a vulnerable individual under the custody and control of Defendant Cumberland and PSI at Cumberland Hospital.

160. In or about March 2008, during K.T.'s admission process at Cumberland Hospital, Defendant Davidow took her into a private room, closed the door, laid her on the exam table, pulled her pants down, and sexually abused K.T. by placing his hand on her intimate body parts.

161. Throughout K.T.'s stay at Cumberland Hospital, Defendants Cumberland, Davidow, and other agents, employees, and servants of PSI and Cumberland at Cumberland Hospital made materially false statements in reports and records about her progress, precautions, and diagnoses with the intent to deceive and cause further harm to K.T. by prolonging her stay, thus increasing the revenue and profits of PSI and Cumberland.

J.L.E.

162. Plaintiff J.L.E. arrived at Cumberland Hospital in or about November or December of 2008 as a minor.

163. At all times material and relevant herein, J.L.E. was a vulnerable individual under the custody and control of Defendant Cumberland and PSI at Cumberland Hospital.

164. During J.L.E.'s admission process at Cumberland Hospital, Defendant Davidow took her into a private room with a nurse present. Defendant Davidow told J.L.E. he needed to go under her shirt and that he needed to remove her pants. Defendant Davidow then groped and touched J.L.E.'s breasts and intimate body parts thereby sexually abusing J.L.E.

165. Later, during her stay at Cumberland Hospital, Defendant Davidow took J.L.E. into a private exam room with no one else present. Defendant Davidow then told J.L.E. that he needed to perform a “pelvic exam” and proceeded to spread her legs while she sat on an exam table. Defendant Davidow then sexually abused J.L.E. by touching her intimate body parts and penetrating her vagina with his fingers and/or an inanimate object.

166. J.L.E. discussed her sexual abuse at the hands of Defendant Davidow with other patients and in the earshot of staff members of Cumberland Hospital throughout her stay. Other patients also communicated to her that Defendant Davidow sexually abused them by touching their breasts and other intimate body parts in substantially similar circumstances as the sexually abuse J.L.E. suffered.

167. Throughout J.L.E.’s stay at Cumberland Hospital, Defendants Cumberland, Davidow, and other agents, employees, and servants of PSI and Cumberland at Cumberland Hospital made materially false statements in reports and records about her progress, precautions, and diagnoses with the intent to deceive and cause further harm to J.L.E. by prolonging her stay, thus increasing the revenue and profits of PSI and Cumberland.

168. J.L.E. discharged from Cumberland Hospital in the spring of 2009.

M.O.

169. Plaintiff M.O. arrived at Cumberland Hospital in or about 2012 as a minor.

170. At all times material and relevant herein, M.O. was a vulnerable individual under the custody and control of Defendants UHS, Inc., UHS-D, and Cumberland at Cumberland Hospital.

171. During M.O.’s admission process at Cumberland Hospital, Defendant Davidow took her into a private room, closed the door, told her that he was going to check for her pulse

“down there” and sexually abused M.O. by placing his gloveless hand beneath her underwear and touching her intimate body parts. Next, Defendant Davidow asked M.O. to sit up and placed his open palm on her breast thereby sexually abusing her.

172. Throughout M.O.’s stay at Cumberland Hospital, Defendants UHS, Inc., UHS-D, Cumberland, Davidow, and other agents, employees, and servants of Defendants UHS, Inc., UHS-D, and Cumberland made materially false statements in reports and records about her progress, precautions, and diagnoses with the intent to deceive and cause further harm to M.O. by prolonging her stay, thus increasing the revenue and profits of UHS, Inc., UHS-D, and Cumberland.

173. M.O. discharged from Cumberland Hospital in or about 2012.

M.J.M.

174. Plaintiff M.J.M. arrived at Cumberland Hospital on or about August 22, 2012 as a minor diagnosed with an eating disorder and suicidal behavior.

175. At all times material and relevant herein, M.J.M. was a vulnerable individual under the custody and control of Defendants UHS and Cumberland.

176. On or about August 22, 2012, during M.J.M.’s admission process at Cumberland Hospital, Defendant Davidow took her into a private room with another Cumberland Hospital staff member present, closed the door, told her that he was going to check for her femoral pulse, reached down her pants, and sexually abused M.J.M.

177. While at Cumberland Hospital, a male resident gained access to M.J.M.’s bedroom at night without interruption or intervention from staff, sexually battered and abused her by groping and fondling her intimate body parts. M.J.M. called out for help, but staff did not respond.

178. Later, M.J.M. reported the aforementioned sexual battery and abuse to staff at Cumberland Hospital who were agents, employees, and servants of Cumberland and UHS, but no changes were made in her individualized plan or otherwise to protect her.

179. On a separate date and time after M.J.M. reported the first incident of sexual abuse and battery, the same male resident sexually abused and battered M.J.M. by groping and fondling her intimate body parts without interruption or intervention from staff.

180. Throughout her stay at Cumberland Hospital, M.J.M.'s resident roommate physically abused her and, despite repeated requests that a change be made for her safety, she continued to experience physical assaults and abuse from the same roommate until she was moved from her unit.

181. Throughout M.J.M.'s stay at Cumberland Hospital, Defendants UHS, Cumberland, Davidow, and other agents, employees, and servants of Defendants UHS and Cumberland made materially false statements in reports and records about her progress, precautions, and diagnoses with the intent to deceive and cause further harm to M.J.M. by prolonging her stay, thus increasing the revenue and profits of UHS and Cumberland.

182. M.J.M discharged from Cumberland Hospital on or about December 20, 2012.

K.P.S.

183. Plaintiff K.P.S. arrived at Cumberland Hospital on or about October 4, 2012 as a minor.

184. At all times material and relevant herein, K.P.S. was a vulnerable individual under the custody and control of Defendants UHS, Inc., UHS-D, and Cumberland at Cumberland Hospital

185. On or about October 4, 2012, during K.P.S.'s admission process at Cumberland Hospital, Defendant Davidow took her into a private room, closed the door, began touching her thighs, reached down her pants, and sexually abused K.P.S. by touching her intimate body parts.

186. Throughout K.P.S.'s stay at Cumberland Hospital, Defendants UHS, Inc., UHS-D, Cumberland, Davidow, and other agents, employees, and servants of Defendants UHS, Inc., UHS-D, and Cumberland made materially false statements in reports and records about her progress, precautions, and diagnoses with the intent to deceive and cause further harm to K.P.S. by prolonging her stay, thus increasing the revenue and profits of UHS, Inc., UHS-D, and Cumberland.

187. K.P.S. discharged from Cumberland Hospital on or about December 17, 2012.

L.G.C.

188. Plaintiff L.G.C. arrived at Cumberland Hospital on or about May 30, 2014 as a minor.

189. At all times material and relevant herein, L.G.C. was a vulnerable individual under the custody and control of Defendants UHS, Inc., UHS-D, and Cumberland at Cumberland Hospital.

190. On or about May 30, 2014 during L.G.C.'s admission process at Cumberland Hospital, Defendant Davidow took her into a private room with another Cumberland Hospital staff member present. After they entered the room, the staff member left the room, and closed the door leaving L.G.C. alone with Defendant Davidow. Defendant Davidow placed his hand on L.G.C.'s lower abdomen, then beneath her underwear, and then sexually abused L.G.C. by touching her intimate body parts. Defendant Davidow then asked L.G.C. to pull up her bra so that he could feel her breasts. Davidow continued to sexual abuse L.G.C. by cupping and touching her breasts.

191. Throughout L.G.C.'s stay, she and other female patients on her units complained to nurses, behavioral technicians, and other agents and employees of UHS, Inc., UHS-D, and Cumberland that Davidow inappropriately touched their intimate body parts during their admission exams. These complaints and reports of sexual abuse were routinely ignored.

192. Throughout L.G.C.'s stay at Cumberland Hospital, Defendants UHS, Inc., UHS-D, Cumberland, Davidow, and other agents, employees, and servants of Defendants UHS, Inc., UHS-D, and Cumberland made materially false statements in reports and records about her progress, precautions, and diagnoses with the intent to deceive and cause further harm to L.G.C. by prolonging her stay, thus increasing the revenue and profits of UHS, Inc., UHS-D, and Cumberland.

193. L.G.C. discharged from Cumberland Hospital on or about December July 7, 2015.

O.M.F.

194. Plaintiff O.M.F. arrived at Cumberland Hospital on or about February 2, 2015 as a minor.

195. At all times material and relevant herein, O.M.F. was a vulnerable individual under the custody and control of Defendants UHS, Inc., UHS-D, and Cumberland at Cumberland Hospital.

196. Days after her admission to Cumberland Hospital, O.M.F. was placed in an examination room for the performance of an EKG. Davidow entered the examination room and the nurse that originally accompanied O.M.F. left the room and shut the door, leaving only O.M.F. and Dr. Davidow in the examination room together behind closed doors. Davidow placed his hand on O.M.F.'s inner thigh, told O.M.F. he needed to check her femoral pulse, and sexually abused O.M.F. by moving his hand on or near her intimate body parts. Davidow then placed his hand

under O.M.F.'s shirt and further sexually abused O.M.F. by placing his open palm on her breast for an extended period of time.

197. Throughout O.M.F.'s stay at Cumberland Hospital, Defendants UHS, Inc., UHS-D, Cumberland, Davidow, and other agents, employees, and servants of Defendants UHS, Inc., UHS-D, and Cumberland made materially false statements in reports and records about her progress, precautions, and diagnoses with the intent to deceive and cause further harm to O.M.F. by prolonging her stay, thus increasing the revenue and profits of UHS, Inc., UHS-D, and Cumberland.

198. O.M.F. discharged from Cumberland Hospital in or about June 1, 2015.

K.M.

199. Plaintiff K.M. arrived at Cumberland Hospital in or about January 2016 as a minor.

200. At all times material and relevant herein, K.M. was a vulnerable individual under the custody and control of Defendants UHS, Inc., UHS-D, and Cumberland at Cumberland Hospital.

201. During K.M.'s admission process at Cumberland Hospital, Defendant Davidow took her into a private room with a female nurse present. Defendant Davidow closed the door asked K.M. to lay down on the exam table and lift up her dress. Defendant Davidow then sexually abused K.M. by touching her intimate body parts on and around her vagina. During this process, K.M. looked to the nurse who was still in the room, but the nurse turned her head away from K.M. Defendant Davidow then told K.M. he was going to check her breasts and he proceeded to sexually abuse K.M. by touching her breasts.

202. Throughout K.M.'s stay at Cumberland Hospital, Defendants UHS, Inc., UHS-D, Cumberland, Davidow, and other agents, employees, and servants of Defendants UHS, Inc., UHS-

D, and Cumberland made materially false statements in reports and records about her progress, precautions, and diagnoses with the intent to deceive and cause further harm to K.M. by prolonging her stay, thus increasing the revenue and profits of UHS, Inc., UHS-D, and Cumberland.

203. Plaintiff K.M. discharged from Cumberland Hospital in or about May 2016.

A.B.E.

204. Plaintiff A.B.E. arrived at Cumberland Hospital on or about February 15, 2016 as a minor.

205. At all times material and relevant herein, A.B.E. was a vulnerable individual under the custody and control of Defendants UHS, Inc., UHS-D, and Cumberland at Cumberland Hospital.

206. On or about February 15, 2016, during A.B.E.'s admission process at Cumberland Hospital, Defendant Davidow took her into a private room, closed the door, asked A.B.E. to lay down on the exam table, placed his hands underneath her underwear, and sexually abused A.B.E. by touching her intimate body parts.

207. Later, while at Cumberland Hospital, A.B.E. learned that other minor girls on her unit had a similar experience of sexual abuse during their admissions exam. A.B.E. and a few other girls on her unit spoke about Davidow's sexual abuse during a group therapy session while an agent, employee, and servant of UHS, Inc., UHS-D, and Cumberland was present. This became a topic of conversation with the group therapist on other occasions as well, which led to an investigation into Davidow's actions by New Kent County Social Services and New Kent County's Sheriffs. During this process, it became apparent that Davidow's actions of sexual abuse were widely known and accepted by agents, employees, and servants of UHS, Inc., UHS-D, and

Cumberland at Cumberland Hospital including the Director of Psychology and Psychotherapy Michael Swaine and CEO Gay Brooks and had been for years.

208. Throughout A.B.E.'s stay at Cumberland Hospital, Defendants UHS, Inc., UHS-D, Cumberland, Davidow, and other agents, employees, and servants of Defendants UHS, Inc., UHS-D, and Cumberland made materially false statements in reports and records about her progress, precautions, and diagnoses with the intent to deceive and cause further harm to A.B.E. by prolonging her stay, thus increasing the revenue and profits of UHS, Inc., UHS-D, and Cumberland.

209. Plaintiff A.B.E. discharged from Cumberland Hospital on or about May 13, 2017.

M.A.M.

210. Plaintiff M.A.M. arrived at Cumberland Hospital on or about April 6, 2016 as a minor.

211. At all times material and relevant herein, M.A.M. was a vulnerable individual under the custody and control of Defendants UHS, Inc., UHS-D, and Cumberland at Cumberland Hospital.

212. On or about April 6, 2016, during M.A.M.'s admission process at Cumberland Hospital, Defendant Davidow took her into a private room. At the time, M.A.M. was wheelchair bound. Defendant Davidow insisted on M.A.M. sitting on the exam table during the examination and helped her from the wheelchair onto the exam table. Defendant Davidow told M.A.M. that he needed to check her breasts but that he would do so later because she was wearing a sports bra. Next, Defendant Davidow asked M.A.M. to unbutton her jeans and told her that he needed to check her femoral artery. Defendant Davidow then placed his ungloved hand beneath M.A.M.'s underwear and sexually abused M.A.M. by touching her intimate body parts.

213. Throughout M.A.M.'s stay at Cumberland Hospital, Defendants UHS, Inc., UHS-D, Cumberland, Davidow, and other agents, employees, and servants of Defendants UHS, Inc., UHS-D, and Cumberland made materially false statements in reports and records about her progress, precautions, and diagnoses with the intent to deceive and cause further harm to M.A.M. by prolonging her stay, thus increasing the revenue and profits of UHS, Inc., UHS-D, and Cumberland.

214. M.A.M. discharged from Cumberland Hospital in or about July 5, 2016.

D.S.W.

215. Plaintiff D.S.W. arrived at Cumberland Hospital on or about April 20, 2016 as a minor.

216. At all times material and relevant herein, D.S.W. was a vulnerable individual under the custody and control of Defendants UHS, Inc., UHS-D, and Cumberland at Cumberland Hospital.

217. On or about April 20, 2016, during D.S.W.'s admission process at Cumberland Hospital, Defendant Davidow took her into a private room, closed the door, told her that he was going to check her pulse and, in response, D.S.W. extended her arm for her pulse to be taken. In response, Defendant Davidow stated he was going to take her pulse in her private area, placed his non-gloved hand beneath her underwear, and sexually abused D.S.W. by touching her intimate body parts.

218. During her stay at Cumberland Hospital, D.S.W. informed her patient advocate, an agent and employee of Defendants Cumberland, UHS, Inc., and UHS-D, of Defendant Davidow's sexual abuse during her admissions exam. In response, D.S.W.'s patient advocate discouraged her from filing a formal complaint.

219. Throughout D.S.W.'s stay at Cumberland Hospital, Defendants UHS, Inc., UHS-D, Cumberland, Davidow, and other agents, employees, and servants of Defendants UHS, Inc., UHS-D, and Cumberland made materially false statements in reports and records about her progress, precautions, and diagnoses with the intent to deceive and cause further harm to D.S.W. by prolonging her stay, thus increasing the revenue and profits of UHS, Inc., UHS-D, and Cumberland.

220. D.S.W. discharged from Cumberland Hospital on or about August 22, 2016.

H.E.B.

221. Plaintiff H.E.B. arrived at Cumberland Hospital on or about May 2, 2016 as a minor.

222. At all times material and relevant herein, H.E.B. was a vulnerable individual under the custody and control of Defendants UHS, Inc., UHS-D, and Cumberland at Cumberland Hospital.

223. On or about May 2, 2016, during H.E.B.'s admission process at Cumberland Hospital, Defendant Davidow took her into a private room, closed the door, told her that he was going to check for her pulse in her private area, and sexually abused H.E.B. by touching her intimate body parts.

224. Throughout H.E.B.'s stay at Cumberland Hospital, Defendants UHS, Inc., UHS-D, Cumberland, Davidow, and other agents, employees, and servants of Defendants UHS, Inc., UHS-D, and Cumberland made materially false statements in reports and records about her progress, precautions, and diagnoses with the intent to deceive and cause further harm to H.E.B. by prolonging her stay, thus increasing the revenue and profits of UHS, Inc., UHS-D, and Cumberland.

225. H.E.B. discharged from Cumberland Hospital in or about June 7, 2017.

J.S.S.

226. Plaintiff J.S.S. arrived at Cumberland Hospital on or about October 1, 2016 as a minor.

227. At all times material and relevant herein, J.S.S. was a vulnerable individual under the custody and control of Defendants UHS, Inc., UHS-D, and Cumberland at Cumberland Hospital.

228. On or about October 1, 2016, during J.S.S.'s admission process at Cumberland Hospital, Defendant Davidow took her into a private room, closed the door, sat J.S.S. down on the edge of the exam table, started touching her stomach then progressively moved his hands lower towards her intimate body parts, and sexually abused J.S.S. by touching her intimate body parts. J.S.S. confronted him by asking him what he was doing and Davidow responded that he was checking her pulse. Another Cumberland Hospital staff member who was an agent, employee, and servant of UHS, Inc., UHS-D, and Cumberland was present throughout the admission examination and witnessed the aforementioned sexual abuse.

229. Throughout J.S.S.'s stay at Cumberland Hospital, Defendants UHS, Inc., UHS-D, Cumberland, Davidow, and other agents, employees, and servants of Defendants UHS, Inc., UHS-D, and Cumberland made materially false statements in reports and records about her progress, precautions, and diagnoses with the intent to deceive and cause further harm to J.S.S. by prolonging her stay, thus increasing the revenue and profits of UHS, Inc., UHS-D, and Cumberland.

230. J.S.S. discharged from Cumberland Hospital in or about January 1, 2017.

E.C.

231. Plaintiff E.C. arrived at Cumberland Hospital on or about March 28, 2017 as a minor.

232. At all times material and relevant herein, E.C. was a vulnerable individual under the custody and control of Defendants UHS, Inc., UHS-D, and Cumberland at Cumberland Hospital.

233. On or about March 28, 2017, during E.C.'s admission process at Cumberland Hospital, Defendant Davidow took her into a private room, closed the door, placed his hand beneath her underwear and touched her intimate body parts on and around her vagina thereby sexually abusing E.C. Defendant Davidow then placed his hands beneath E.C.'s shirt and groped and touched her breasts thereby sexually abusing E.C.

234. Throughout E.C.'s stay at Cumberland Hospital she was instructed to report to Defendant Davidow for additional examinations and "check ups" where Defendant Davidow would sexually abuse E.C. in the same manner and method as his sexual abuse of E.C. during E.C.'s admission exam. Defendant Davidow sexually abused E.C. on at least four separate occurrences throughout her stay at Cumberland Hospital.

235. Throughout E.C.'s stay at Cumberland Hospital, Defendants UHS, Inc., UHS-D, Cumberland, Davidow, and other agents, employees, and servants of Defendants UHS, Inc., UHS-D, and Cumberland made materially false statements in reports and records about her progress, precautions, and diagnoses with the intent to deceive and cause further harm to E.C. by prolonging her stay, thus increasing the revenue and profits of UHS, Inc., UHS-D, and Cumberland.

236. E.C. discharged from Cumberland Hospital on or about June 20, 2017.

S.N.R.

237. Plaintiff S.N.R. arrived at Cumberland Hospital on or about July 12, 2017 as a minor.

238. At all times material and relevant herein, S.N.R. was a vulnerable individual under the custody and control of Defendants UHS, Inc., UHS-D, and Cumberland at Cumberland Hospital.

239. On or about July 12, 2017, during S.N.R.'s admission process at Cumberland Hospital, Defendant Davidow took her into a private room, closed the door, grabbed S.N.R.'s breasts with an open palm, placed his hand underneath her underwear, and further sexually abused S.N.R.'s by touching her intimate body parts. Davidow, while fully clothed, intentionally pressed his penis and genitals against S.N.R.'s knees intermittently throughout the examination for his own sexual gratification.

240. Throughout S.N.R.'s stay at Cumberland Hospital, Defendants UHS, Inc., UHS-D, Cumberland, Davidow, and other agents, employees, and servants of Defendants UHS, Inc., UHS-D, and Cumberland made materially false statements in reports and records about her progress, precautions, and diagnoses with the intent to deceive and cause further harm to S.N.R. by prolonging her stay, thus increasing the revenue and profits of UHS, Inc., UHS-D, and Cumberland.

241. S.N.R. discharged from Cumberland Hospital on or about October 11, 2017.

B.E.J.

242. Plaintiff B.E.J., then a minor, arrived at Cumberland Hospital on or about December 12, 2018, discharged on October 17, 2019, and returned again on June 20, 2019.

243. At all times material and relevant herein, B.E.J. was a vulnerable individual under the custody and control of Defendants UHS, Inc., UHS-D, and Cumberland at Cumberland Hospital.

244. Upon information and belief, B.E.J. was a victim of intentional physical and sexual battery and abuse at the hands of agents, employees, and servants of Defendants UHS, Inc., UHS-D, and Cumberland who acted with the intent to cause him harm and at the hands of other residents on multiple occasions throughout his stay at Cumberland Hospital.

245. Throughout B.E.J.'s stays at Cumberland Hospital, Defendants UHS, Inc., UHS-D, Cumberland, Davidow, and other agents, employees, and servants of Defendants UHS, Inc., UHS-D, and Cumberland made materially false statements in reports and records about his progress, precautions, and diagnoses with the intent to deceive and cause further harm to B.E.J. by prolonging his stay, thus increasing the revenue and profits of UHS, Inc., UHS-D, and Cumberland.

246. B.E.J. discharged the second time from Cumberland Hospital on or about April 6, 2020.

J.W.H.

247. Plaintiff J.W.H. arrived at Cumberland Hospital on or about January 2, 2019 as a minor.

248. At all times material and relevant herein, J.W.H. was a vulnerable individual under the custody and control of Defendants UHS, Inc., UHS-D, and Cumberland at Cumberland Hospital.

249. During her stay at Cumberland Hospital, Defendant Davidow separated J.W.H. from other peers and escorted her to a private examination room under the pretext that an

examination and EKG needed to be performed. There, Defendant Davidow sexually abused J.W.H. by placing his gloveless hand beneath J.W.H.'s shirt and fondled her breasts. A nurse, who was an agent and employee of Defendants UHS, Inc., UHS-D, and Cumberland, was also present in the examination room. This nurse turned her back to J.W.H. while J.W.H. was sexually abused by Defendant Davidow.

250. J.W.H. reported Defendant Davidow's sexual abuse to other nurses at Cumberland Hospital and she expressed her intent to report the same to Jennifer Rice, but several nurses told J.W.H. that Jennifer Rice "wouldn't care" implying Defendant Davidow's actions were well known and accepted by Defendants UHS, Inc., UHS-D, and Cumberland through staff and leadership at Cumberland Hospital.

251. Throughout J.W.H.'s stay at Cumberland Hospital, Defendants UHS, Inc., UHS-D, Cumberland, Davidow, and other agents, employees, and servants of Defendants UHS, Inc., UHS-D, and Cumberland made materially false statements in reports and records about her progress, precautions, and diagnoses with the intent to deceive and cause further harm to J.W.H. by prolonging her stay, thus increasing the revenue and profits of UHS, Inc., UHS-D, and Cumberland.

252. J.W.H. discharged from Cumberland Hospital on or about September 9, 2019.

A.M.Y.

253. Plaintiff A.M.Y. arrived at Cumberland Hospital on or about March 22, 2019 as a minor.

254. At all times material and relevant herein, A.M.Y. was a vulnerable individual under the custody and control of Defendants UHS, Inc., UHS-D, and Cumberland at Cumberland Hospital.

255. During A.M.Y.'s stay at Cumberland Hospital, Defendant Davidow gained unsupervised access to A.M.Y. under the guise of performing a physical examination. While the two were together, alone, behind closed doors, Defendant Davidow sexually abused A.M.Y. by touching her intimate body parts.

256. Throughout A.M.Y.'s stay at Cumberland Hospital, Defendants UHS, Inc., UHS-D, Cumberland, Davidow, and other agents, employees, and servants of Defendants UHS, Inc., UHS-D, and Cumberland made materially false statements in reports and records about her progress, precautions, and diagnoses with the intent to deceive and cause further harm to A.M.Y. by prolonging her stay, thus increasing the revenue and profits of UHS, Inc., UHS-D, and Cumberland.

257. A.M.Y. discharged from Cumberland Hospital on or about November 29, 2019.

H.W.

258. Plaintiff H.W. arrived at Cumberland Hospital on or about November 18, 2019 as a minor.

259. At all times material and relevant herein, H.W. was a vulnerable individual under the custody and control of Defendants UHS, Inc., UHS-D, and Cumberland at Cumberland Hospital.

260. On or about November 18, 2019, during H.W.'s admission process at Cumberland Hospital, Defendant Davidow took her into a private room, placed his hand beneath her clothing near her vagina, and sexually abused H.W. by touching her intimate body parts.

261. Throughout H.W.'s stay at Cumberland Hospital, Defendants UHS, Inc., UHS-D, Cumberland, Davidow, and other agents, employees, and servants of Defendants UHS, Inc., UHS-D, and Cumberland made materially false statements in reports and records about her progress,

precautions, and diagnoses with the intent to deceive and cause further harm to H.W. by prolonging her stay, thus increasing the revenue and profits of UHS, Inc., UHS-D, and Cumberland.

262. H.W. discharged from Cumberland Hospital on or about February 11, 2020.

COUNT I

ASSAULT AND BATTERY

***Plaintiffs* K.T.; J.L.E.; M.O.; Kathleen Nevins (Conservator of the Person of M.J.M., Incapacitated) and John Morelli and Catherine Morelli (Co-Conservators of the Estate of M.J.M., Incapacitated); K.P.S.; L.G.C.; O.M.F.; K.M.; A.B.E.; M.A.M.; D.S.W. H.E.B.; J.S.S.; E.C.; S.N.R. (By and Through Next Friend and Mother S.L.R.); J.W.H. (By and Through Next Friend and Father R.L.H.); A.M.Y. (By and Through Next Friend and Mother M.N.Y.); and H.W. (By and Through Next Friend and Mother D.S.)**

v.

Defendant Daniel N. Davidow

263. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

264. The acts committed by Defendant Davidow against Plaintiffs K.T., J.L.E., M.O., M.J.M., K.P.S., L.G.C., O.M.F., K.M., A.B.E., M.A.M., D.S.W., H.E.B., J.S.S., E.C., S.N.R., J.W.H., A.M.Y., and H.W. described herein constitute assault and battery, actionable under Virginia law.

265. Defendant Davidow committed nonconsensual sexual acts against Plaintiffs K.T., J.L.E., M.O., M.J.M., K.P.S., L.G.C., O.M.F., K.M., A.B.E., M.A.M., D.S.W., H.E.B., J.S.S., E.C., S.N.R., J.W.H., A.M.Y., and H.W. that resulted in harmful or offensive contact with the bodies of these Plaintiffs.

266. Specifically, Defendant Davidow committed acts which caused injury to Plaintiffs K.T., J.L.E., M.O., M.J.M., K.P.S., L.G.C., O.M.F., K.M., A.B.E., M.A.M., D.S.W., H.E.B.,

J.S.S., E.C., S.N.R., J.W.H., A.M.Y., and H.W. by subjecting them to imminent battery and/or intentional invasions of their rights to be free from offensive and harmful contact, and said conduct demonstrated that Defendant Davidow had a present ability to subject Plaintiffs to an immediate, intentional, offensive and harmful touching.

267. Defendant Davidow assaulted and battered Plaintiffs K.T., J.L.E., M.O., M.J.M., K.P.S., L.G.C., O.M.F., K.M., A.B.E., M.A.M., D.S.W., H.E.B., J.S.S., E.C., S.N.R., J.W.H., A.M.Y., and H.W. by nonconsensual and unwanted touching.

268. Plaintiffs K.T., J.L.E., M.O., M.J.M., K.P.S., L.G.C., O.M.F., K.M., A.B.E., M.A.M., D.S.W., H.E.B., J.S.S., E.C., S.N.R., J.W.H., A.M.Y., and H.W. did not consent to the contact by Defendant Davidow, which caused injury, damage, loss, and/or harm.

269. As a direct and/or proximate result of Defendant Davidow's actions, Plaintiffs K.T., J.L.E., M.O., M.J.M., K.P.S., L.G.C., O.M.F., K.M., A.B.E., M.A.M., D.S.W., H.E.B., J.S.S., E.C., S.N.R., J.W.H., A.M.Y., and H.W. have suffered and continue to suffer pain and suffering, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, post-traumatic stress disorder resulting in physically manifested injuries including anxiety, depressions, sleep disorders, physical and mental sickness, nightmares, psychological injuries, and bodily injuries. Plaintiffs K.T., J.L.E., M.O., M.J.M., K.P.S., L.G.C., O.M.F., K.M., A.B.E., M.A.M., D.S.W., H.E.B., J.S.S., E.C., S.N.R., J.W.H., A.M.Y., and H.W. were prevented and will continue to be prevented from performing their daily activities and obtaining the full enjoyment of life, and have sustained and continue to sustain loss of earnings and earning capacity.

COUNT II

NEGLIGENCE, GROSS NEGLIGENCE, AND RECKLESS DISREGARD - BREACH OF COMMON LAW DUTY OF SUPERVISION AND CARE

All Plaintiffs v. Defendants Cumberland, UHS, Inc. and UHS-D

270. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

271. Plaintiffs' parents relinquished the supervision and care of Plaintiffs to Defendants Cumberland, UHS, Inc., and UHS-D, thereby giving rise to a duty to act with reasonable care in Plaintiffs' supervision and care.

272. Cumberland, UHS, Inc., and UHS-D's duty to act with reasonable care in their supervision and care of Plaintiffs required, among other actions, the employment and scheduling of an adequate number of staff members to carry out that duty.

273. Defendants Cumberland, UHS, Inc., and UHS-D breached their duty to care for and supervise Plaintiffs when they failed to hire, employ, and schedule an adequate number of staff members, resulting in the lack of appropriate supervision and assignment of staff despite their knowledge that such supervision and care was necessary.

274. Defendants Cumberland, UHS, Inc., and UHS-D breached their duty to care for and supervise Plaintiffs when they admitted more patients than could be safely supervised and cared for by their limited staff.

275. Defendants Cumberland, UHS, Inc., and UHS-D knew the number of staff members that would be required to provide the appropriate supervision and care to all residents at Cumberland and knew that such supervision was imperative and necessary for Plaintiffs' safety, and that the failure to accompany Plaintiffs with appropriate staff rendered them vulnerable to

injury and attack, yet Cumberland, UHS, Inc., and UHS-D failed to make certain that the appropriate number of staff members were present at all times and that Plaintiffs received the supervision that was required.

276. Defendants Cumberland, UHS, Inc., and UHS-D knew that the requirements of Plaintiffs' care were being disregarded and that Plaintiffs were not being properly served.

277. Defendants Cumberland, UHS, Inc., and UHS-D breached their duties to Plaintiffs and acted with gross negligence and willful and reckless disregard for their safety in failing to adequately staff Cumberland and leaving them alone, without supervision, or under the supervision of Defendant Davidow, who they knew, or should have known, posed a dangerous risk to patients left in his care.

278. As a direct and proximate result of the foregoing acts of direct and vicarious liability, Plaintiffs suffered and continues to suffer pain and suffering, physical pain, mental anguish, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, inconvenience, post-traumatic stress disorder resulting in physically manifested injuries including anxiety, depressions, sleep disorders, nightmares, psychological injuries, physical and mental sickness, and bodily injuries. Plaintiffs were prevented and will continue to be prevented from performing her daily activities and obtaining the full enjoyment of life, and has sustained and continues to sustain loss of earnings and earning capacity.

COUNT III

NEGLIGENCE, GROSS NEGLIGENCE, AND RECKLESS DISREGARD – BREACH OF DUTY ARISING FROM SPECIAL RELATIONSHIP

All Plaintiffs v. Defendants Cumberland, UHS, Inc., and UHS-D

279. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

280. Based on their offerings of residential services to and by taking custody of minors who are vulnerable individuals, Defendants Cumberland, UHS, Inc., and UHS-D created special relationships with Plaintiffs.

281. The special relationships between Plaintiffs and Defendants Cumberland, UHS, Inc., and UHS-D gave rise to a duty to exercise reasonable care to protect Plaintiffs from reasonably foreseeable dangers of harm.

282. Defendants Cumberland, UHS, Inc., and UHS-D provide an adolescent residential program targeting minors suffering from trauma who have experienced severe neglect and abuse in their lives, who are known to be aggressive, disobedient, and sexually pervasive, in some instances.

283. The special relationships between Plaintiffs and Defendants Cumberland, UHS, Inc., and UHS-D created a duty to protect Plaintiffs from reasonably foreseeable dangers of harm, including warnings regarding peers, supervision while around other peers, and appropriate and sufficient staffing to supervise Plaintiffs and the other residents whether prior specific allegations against individual peers or Plaintiffs existed or not.

284. Defendants Cumberland, UHS, Inc., and UHS-D knew or should have known the danger that could and would result from allowing Plaintiffs to reside at the facility without supervision and to interact with other children without supervision and protection.

285. Based on their custodial relationship with, and/or knowledge of, other residents, a special relationship also existed between Defendants Cumberland, UHS, Inc., and UHS-D and other residents giving rise to a duty to control other residents and prevent them from doing harm to Plaintiffs.

286. Defendants Cumberland, UHS, Inc., and UHS-D took custody of Plaintiffs such as to deprive them of their normal power of self-protection, the protection of their parents, and to subject them to association with other residents who Defendants knew or should have known were likely to harm Plaintiffs and, therefore, Defendants breached their duty to exercise reasonable care to protect Plaintiffs and control the conduct of other residents so as to prevent the other residents from intentionally harming Plaintiffs or conducting themselves so as to create an unreasonable risk of harm to Plaintiffs.

287. The assaults by Plaintiffs' peers while residents of and under the control of Defendants Cumberland, UHS, Inc., and UHS-D, as alleged, were reasonably foreseeable.

288. Defendants Cumberland, UHS, Inc., and UHS-D knew or had reason to know that they had the ability to control the conduct of other residents in their custody, and they knew or should have known of the necessity and opportunity to exercise such control.

289. The special relationships between Plaintiffs and Cumberland, UHS, Inc., and UHS-D also created a duty to protect Plaintiffs from Defendant Davidow.

290. Defendants Cumberland, UHS, Inc., and UHS-D knew or should have known the danger that could and would result from subjecting Plaintiffs to physical examination by Defendant Davidow, a person likely to harm them.

291. Defendants Cumberland, UHS, Inc., and UHS-D took custody of Plaintiffs K.T., J.L.E., M.O., M.J.M., K.P.S., L.G.C., O.M.F., K.M., A.B.E., M.A.M., D.S.W., H.E.B., J.S.S.,

E.C., S.N.R., J.W.H., A.M.Y., and H.W. such as to deprive them of their normal power of self-protection and the protection of their parents, and to subject them to physical examination by Defendant Davidow, a person who Defendants Cumberland, UHS, Inc., and UHS-D knew or should have known was likely to harm them, and thereby breached their duty to exercise reasonable care to protect these Plaintiffs from unreasonable risk of harm.

292. Defendant Davidow's sexual abuse of Plaintiffs K.T., J.L.E., M.O., M.J.M., K.P.S., L.G.C., O.M.F., K.M., A.B.E., M.A.M., D.S.W., H.E.B., J.S.S., E.C., S.N.R., J.W.H., A.M.Y., and H.W. while they were residents of and in the custody of Defendants Cumberland, UHS, Inc., and UHS-D as alleged, was reasonably foreseeable.

293. The burden of protecting Plaintiffs from Defendant Davidow and other residents of Cumberland Hospital and the consequences of placing that burden on Defendants Cumberland, UHS, Inc., and UHS-D were minor, as their agents were already duty-bound to provide them with supervision and care.

294. As a direct and proximate result of the foregoing acts of direct and vicarious liability, Plaintiffs suffered and continue to suffer pain and suffering, physical pain, mental anguish, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, inconvenience, post-traumatic stress disorder resulting in physically manifested injuries including anxiety, depressions, sleep disorders, nightmares, psychological injuries, physical and mental sickness, and bodily injuries. Plaintiffs were prevented and will continue to be prevented from performing their daily activities and obtaining the full enjoyment of life and have sustained and continue to sustain loss of earnings and earning capacity.

COUNT IV

**NEGLIGENCE, GROSS NEGLIGENCE, AND RECKLESS DISREGARD – BREACH
OF ASSUMED DUTY OF CARE**

All Plaintiffs v. Defendants Cumberland, UHS, Inc., and UHS-D

295. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

296. In their notice of Patient/Resident Rights (**Exhibit U**), Defendants Cumberland, UHS, Inc., and UHS-D expressly assumed to act gratuitously and/or for consideration to render services to Plaintiffs which these Defendants knew or should have recognized was necessary for Plaintiffs' protection, including the right to be treated with dignity and respect, the right to receive treatment in the least restrictive treatment environment that was appropriate for their treatment plan, and the right not to be "placed in seclusion unless it is determined that such restrictions are necessary to protect" them or others from harm.

297. Defendants Cumberland, UHS, Inc., and UHS-D were negligent, grossly negligent, and reckless in their failure to exercise reasonable care after they undertook to supervise and protect Plaintiffs, in that they failed to provide a safe, sanitary, or humane environment or treatment with dignity and respect.

298. As a direct and proximate result of the foregoing acts of direct and vicarious liability, Plaintiffs suffered and continue to suffer pain and suffering, physical pain, mental anguish, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, inconvenience, post-traumatic stress disorder resulting in physically manifested injuries

including anxiety, depressions, sleep disorders, nightmares, psychological injuries, physical and mental sickness, and bodily injuries. Plaintiffs were prevented and will continue to be prevented from performing their daily activities and obtaining the full enjoyment of life and have sustained and continue to sustain loss of earnings and earning capacity.

COUNT V

NEGLIGENT, GROSSLY NEGLIGENT, AND RECKLESS RETENTION

Plaintiffs K.T.; J.L.E.; M.O.; Kathleen Nevins (Conservator of the Person of M.J.M., Incapacitated) and John Morelli and Catherine Morelli (Co-Conservators of the Estate of M.J.M., Incapacitated); K.P.S.; L.G.C.; O.M.F.; K.M.; A.B.E.; M.A.M.; D.S.W. H.E.B.; J.S.S.; E.C.; S.N.R. (By and Through Next Friend and Mother S.L.R.); J.W.H. (By and Through Next Friend and Father R.L.H.); A.M.Y. (By and Through Next Friend and Mother M.N.Y.); and H.W. (By and Through Next Friend and Mother D.S.)

v.

Defendants Cumberland, UHS, Inc., and UHS-D

299. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

300. Defendants Cumberland, UHS, Inc., and UHS-D were negligent, grossly negligent, and acted with a reckless disregard to the safety of patients at Cumberland Hospital by retaining Defendant Davidow, a dangerous employee, agent, and/or servant that Cumberland and UHS knew or should have known was dangerous and likely to harm others, including Plaintiffs K.T., J.L.E., M.O., M.J.M., K.P.S., L.G.C., O.M.F., K.M., A.B.E., M.A.M., D.S.W., H.E.B., J.S.S., E.C., S.N.R., J.W.H., A.M.Y., and H.W.

301. Upon information and belief, soon after Defendant Davidow was hired to serve as the Medical Director of Cumberland Hospital in or about 1996, Defendants Cumberland, UHS,

Inc., and UHS-D knew or should have known Davidow was sexually abusing patients and possessed the dangerous propensity to sexually abuse minors.

302. The foreseeable risk of future harm to Plaintiffs K.T., J.L.E., M.O., M.J.M., K.P.S., L.G.C., O.M.F., K.M., A.B.E., M.A.M., D.S.W., H.E.B., J.S.S., E.C., S.N.R., J.W.H., A.M.Y., and H.W. was so grave that discharging Defendant Davidow from his position at Cumberland Hospital was the only reasonable response, yet Defendants Cumberland, UHS, Inc., and UHS-D retained him until Cumberland Hospital finally placed him on administrative leave in 2020.

303. As a direct and proximate result of the foregoing acts of direct and vicarious liability, Plaintiffs suffered and continue to suffer pain and suffering, physical pain, mental anguish, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, inconvenience, post-traumatic stress disorder resulting in physically manifested injuries including anxiety, depressions, sleep disorders, nightmares, psychological injuries, physical and mental sickness, and bodily injuries. Plaintiffs were prevented and will continue to be prevented from performing their daily activities and obtaining the full enjoyment of life and have sustained and continue to sustain loss of earnings and earning capacity.

COUNT VI

FALSE IMPRISONMENT

All Plaintiffs v. Defendants Cumberland, UHS, Inc., and UHS-D

304. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

305. Throughout Plaintiffs' stay at Cumberland Hospital, Cumberland, UHS, Inc., and UHS-D, and their agents, employees, and servants made materially false statements in reports and records about Plaintiffs' progress, precautions, and diagnoses with the intent to prolong their stay at Cumberland Hospital, for the purpose of increasing the revenue and profits of Cumberland, UHS, Inc., and UHS-D.

306. The conduct of Defendants Cumberland, UHS, Inc., and UHS-D in causing Plaintiffs' residence at Cumberland Hospital to be prolonged on the basis of these Defendants' materially false statements in reports and records amounted to an intentional and illegal restriction of the Plaintiffs' freedom of movement without legal justification or process.

307. The restraint of Plaintiffs' liberty was entirely without any sufficient legal excuse and constituted false imprisonment.

308. The conduct of Cumberland, UHS, Inc., and UHS-D in falsifying records to prolong Plaintiffs' stay at Cumberland Hospital and restrain their liberty were actions directed toward Plaintiffs which they feared to disregard.

309. The actions of Defendants Cumberland, UHS, Inc., and UHS-D in falsifying records in an effort to prolong Plaintiffs' residence at Cumberland Hospital in increase the revenue of Cumberland, UHS, Inc., and UHS-D amount to actual malice, or malice in fact, as they were prompted by a conscious disregard of Plaintiffs' rights.

310. As a direct and proximate result of the foregoing acts on the part of Defendants Cumberland, UHS, Inc., and UHS-D, Plaintiffs suffered and continue to suffer pain and suffering, physical pain, mental anguish, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, inconvenience, post-traumatic stress disorder resulting in

physically manifested injuries including anxiety, depressions, sleep disorders, nightmares, psychological injuries, physical and mental sickness, and bodily injuries. Plaintiffs were prevented and will continue to be prevented from performing their daily activities and obtaining the full enjoyment of life and have sustained and continue to sustain loss of earnings and earning capacity.

COUNT VII

VICARIOUS LIABILITY

All Plaintiffs v. Defendants Cumberland UHS, Inc., and UHS-D

Plaintiffs K.T.; J.L.E.; M.O.; Kathleen Nevins (Conservator of the Person of M.J.M., Incapacitated) and John Morelli and Catherine Morelli (Co-Conservators of the Estate of M.J.M., Incapacitated); K.P.S.; L.G.C.; O.M.F.; K.M.; A.B.E.; M.A.M.; D.S.W. H.E.B.; J.S.S.; E.C.; S.N.R. (By and Through Next Friend and Mother S.L.R.); J.W.H. (By and Through Next Friend and Father R.L.H.); A.M.Y. (By and Through Next Friend and Mother M.N.Y.); and H.W. (By and Through Next Friend and Mother D.S.)

v.

Defendant Davidow, P.C.

311. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

312. At all times material and relevant herein, Defendant Davidow, and all agents and employees of Defendants Cumberland, UHS, Inc., and UHS-D referenced herein, were acting in furtherance of and within the scope of their employment, agency, and service with Defendants Cumberland, UHS, Inc., and UHS-D.

313. At all times material and relevant herein, Defendant Davidow, and all agents and employees of Cumberland, UHS, Inc., and UHS-D referenced herein, were subject to the direct control and supervision of Cumberland, UHS, Inc., and UHS-D, and acted at all times herein with

and within the actual and apparent authority of Defendants Cumberland, UHS, Inc., and UHS-D and in the scope and course of their employment, agency, and service.

314. The actions, misconduct, negligence, gross negligence, and recklessness of Defendant Davidow and all agents and employees of Cumberland, UHS, Inc., and UHS-D referenced herein, were fairly and naturally incident to the business of Cumberland, UHS, Inc., and UHS-D and were performed with the intent to further the business of Cumberland, UHS, Inc., and UHS-D and were foreseeable by Cumberland, UHS, Inc., and UHS-D

315. At all times relevant herein, Defendants Cumberland, UHS, Inc., and UHS-D had the power and right to control the actions of Defendant Davidow, and all agents and employees of Cumberland, UHS, Inc., and UHS-D referenced herein.

316. At all times relevant herein, Defendants Cumberland, UHS, Inc., and UHS-D had the power and right to control the actions of Defendant Davidow, and all agents and employees of Cumberland, UHS, Inc., and UHS-D referenced herein, and Defendants Cumberland, UHS, Inc., and UHS-D encouraged, ratified, and condoned all of the breaches of duty by Defendant Davidow, and all agents and employees of Cumberland and UHS referenced herein, by taking no action to care for, supervise, or protect Plaintiffs.

317. Because the negligent, grossly negligent, and reckless actions and omissions of Defendant Davidow, and all agents and employees of Cumberland, UHS, Inc., and UHS-D referenced herein were within the scope of their employment, agency, and service of Defendants Cumberland, UHS, Inc., and UHS-D, Defendants Cumberland, UHS, Inc., and UHS-D are vicariously liable for the negligent, grossly negligent, and reckless actions of Defendant Davidow, and all agents and employees of Cumberland, UHS, Inc., and UHS-D referenced herein and for the damages resulting therefrom.

318. At all times material and relevant herein, Defendant Cumberland was acting in furtherance of and within the scope of its agency and service with Defendants UHS, Inc. and UHS-D.

319. At all times during the aforesaid period of time, Defendant Cumberland was subject to the direct control and supervision of Defendants UHS, Inc. and UHS-D and acted at all times herein with and within the actual and apparent authority of Defendants UHS, Inc. and UHS-D and in the scope and course of its employment, agency, and service.

320. The actions, misconduct, negligence, gross negligence, and recklessness of Defendant Cumberland were fairly and naturally incident to the business of UHS, Inc. and UHS-D and were performed with the intent to further the business of UHS, Inc. and UHS-D and were foreseeable by UHS, Inc. and UHS-D.

321. At all times relevant herein, Defendants UHS, Inc. and UHS-D had the power and right to control the actions of Defendant Cumberland, and Defendants UHS, Inc. and UHS-D encouraged, ratified, and condoned all of the breaches of duty by Defendant Cumberland alleged herein by taking no action to care for, supervise, or protect Plaintiffs.

322. Because the negligent, grossly negligent, and reckless actions and omissions of Defendant Cumberland were within the scope of its employment, agency, and service of UHS, Inc. and UHS-D, UHS, Inc. and UHS-D are vicariously liable for the negligent, grossly negligent, and reckless actions of Defendant Cumberland and for the damages resulting therefrom.

323. At all times material and relevant herein, Defendant Davidow was acting in furtherance of and within the scope of his employment, agency, and service with Defendant Davidow, P.C.

324. At all times material and relevant herein, Defendant Davidow was subject to the direct control and supervision of Davidow, P.C. and acted at all times herein with and within the actual and apparent authority of Defendant Davidow, P.C. and in the scope and course of its employment, agency, and service.

325. The actions, misconduct, negligence, gross negligence, and recklessness of Defendant Davidow were fairly and naturally incident to the business of Davidow, P.C. and were performed with the intent to further the business of Davidow, P.C. and were foreseeable by Davidow, P.C.

326. At all times relevant herein, Defendants Davidow, P.C. had the power and right to control the actions of Defendant Davidow.

327. At all times relevant herein, Defendant Davidow, P.C. had the power and right to control the actions of Defendant Davidow, and Defendant Davidow, P.C. encouraged, ratified, and condoned all of the breaches of duty by Defendant Davidow, by taking no action to care for, supervise, or protect Plaintiffs K.T., J.L.E., M.O., M.J.M., K.P.S., L.G.C., O.M.F., K.M., A.B.E., M.A.M., D.S.W., H.E.B., J.S.S., E.C., S.N.R., J.W.H., A.M.Y., and H.W.

328. Because the negligent, grossly negligent, and reckless actions and omissions of Defendant Davidow were within the scope of his employment, agency, and service of Defendant Davidow, P.C., Defendant Davidow, P.C. is vicariously liable for the negligent, grossly negligent, and reckless actions of Defendant Davidow and for the damages resulting therefrom.

329. As a direct and proximate result of the foregoing acts of vicarious liability, Plaintiffs suffered and continue to suffer pain and suffering, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, post-traumatic stress disorder

resulting in physically manifested injuries including anxiety, depressions, sleep disorders, nightmares, psychological injuries, physical and mental sickness, and bodily injuries. Plaintiffs were prevented and will continue to be prevented from performing their daily activities and obtaining the full enjoyment of life, and have sustained and continue to sustain loss of earnings and earning capacity.

COUNT VIII

VIOLATIONS OF THE VIRGINIA CONSUMER PROTECTION ACT [VCPA], Va. Code § 59.1-196, *et seq.*

All Plaintiffs v. Defendants Cumberland, UHS, Inc., and UHS-D

330. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

331. Plaintiffs' claims arise under the Commonwealth of Virginia's Consumer Protection Act [VCPA], Va. Code § 59.1-196, *et seq.*

332. Defendants Cumberland, UHS, Inc., and UHS-D are suppliers as that term is defined by the VCPA, and the admissions of Plaintiffs to Cumberland Hospital were consumer transactions as that term is defined under the VCPA. Va. Code § 59.1-198.

333. Defendants Cumberland, UHS, Inc., and UHS-D violated Sections 59.1-200(A)(2)(3)(4)(5)(10) and (14) of the VCPA by

- a. Misrepresenting the source, sponsorship, approval, or certification of [their] services, Va. Code § 59.1-200(A)(2);
- b. Misrepresenting the affiliation, connection, or association of the supplier, or of the...services, with another, Va. Code § 59.1-200(A)(3);

- c. Misrepresenting geographic origin in connection with...services, Va. Code § 59.1-200(A)(4);
- d. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits, Va. Code § 59.1-200(A)(5);
- e. Misrepresenting that...services have been performed, Va. Code § 59.1-200(A)(10); and
- f. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction, Va. Code § 59.1-200(A)(14).

334. Defendants Cumberland, UHS, Inc., and UHS-D, and/or their agents, servants, or employees, including Davidow, each individually and collectively, made various material misrepresentations to Plaintiffs and the general public regarding the attributes of Cumberland Hospital for the purpose of inducing Plaintiffs and members of the general public to purchase their services and rely on the safety of their facility and the quality of their services.

335. Defendants Cumberland, UHS, Inc., and UHS-D, and/or their agents, servants, or employees, including Defendant Davidow, each individually and collectively, made various material representations, in their documents, brochures and on their websites to Plaintiffs and the general public, that Cumberland Hospital was safe.

336. The actions of Cumberland, UHS, Inc., and UHS-D were willful and intentional, as they knew that their staff was insufficient in number, quality, and competence to protect Plaintiffs from attack and injury by other patients and hospital staff.

337. Defendants Cumberland, UHS, Inc., and UHS-D materially misrepresented the quality, standards, and attributes of Cumberland Hospital and its staff as being competent, qualified, safe, and attentive.

338. Defendants Cumberland, UHS, Inc., and UHS-D also made materially false statements and representations in reports and records about Plaintiffs' progress, precautions, and diagnoses with the intent to deceive by prolonging their stays at Cumberland Hospital to increase the revenue and profits of Cumberland, UHS, Inc., and UHS-D.

339. Defendants Cumberland, UHS, Inc., and UHS-D knew that Plaintiffs and their parents would rely, and they did rely, on the material misrepresentations of Cumberland, UHS, Inc., and UHS-D concerning the safety and quality of their services in making the determination to relinquish the care of their children to Defendants and on the material misrepresentations of Cumberland, UHS, Inc., and UHS-D concerning the need for Plaintiffs to remain at Cumberland Hospital for prolonged stays.

340. As a direct and proximate result of the foregoing violations, Plaintiffs suffered and continue to suffer pain and suffering, physical pain, mental anguish, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, inconvenience, post-traumatic stress disorder resulting in physically manifested injuries including anxiety, depressions, sleep disorders, nightmares, psychological injuries, physical and mental sickness, and bodily injuries. Plaintiffs were prevented and will continue to be prevented from performing their daily activities and obtaining the full enjoyment of life and have sustained and continue to sustain loss of earnings and earning capacity.

341. Plaintiffs are also entitled to reasonable attorneys' fees and court costs pursuant to the VCPA, Va. Code § 59.1-204(B).

342. Because the violations of the VCPA as alleged herein were willful, Plaintiffs are entitled to treble damages pursuant to Va. Code § 59.1-204(A).

COUNT IX

NEGLIGENCE, GROSS NEGLIGENCE, AND RECKLESS DISREGARD – BREACH OF DUTY ARISING FROM VA. CODE § 37.2-400

All Plaintiffs v. Defendants Cumberland, UHS, Inc., and UHS-D

343. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

344. Virginia Code § 37.2-400 ("Section 37.2-400") was enacted to protect individuals receiving services in a hospital, training center, other facility, or program operated, funded, or licensed by the Department of Behavioral Health and Development Services.

345. Cumberland Hospital is a hospital, training center, or other facility licensed by the DBHDS.

346. Section 37.2-400 was enacted for the safety and benefit of both the public in general and those receiving services in a hospital, training center, other facility, or program licensed by the DBHDS.

347. All Plaintiffs are members of the class of people for whose benefit Section 37.2-400 was enacted, and they suffered injuries of the type against which the statute protects.

348. Defendants Cumberland, UHS, Inc., and UHS-D acted with negligence, gross negligence, and a reckless disregard in their administration and staffing of Cumberland Hospital

resulting in the deprivation of the Plaintiffs' dignity as human beings and right to be free from abuse or neglect, in violation of Section 37.2-400(A)(3).

349. As a direct and proximate result of the foregoing violations, Plaintiffs suffered and continue to suffer pain and suffering, physical pain, mental anguish, pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, fright, grief, humiliation, loss of enjoyment of life, inconvenience, post-traumatic stress disorder resulting in physically manifested injuries including anxiety, depressions, sleep disorders, nightmares, psychological injuries, physical and mental sickness, and bodily injuries. Plaintiffs were prevented and will continue to be prevented from performing their daily activities and obtaining the full enjoyment of life and have sustained and continue to sustain loss of earnings and earning capacity.

DAMAGES

350. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation asserted in the preceding and following paragraphs, including each and every factual and legal allegation hereinbefore and hereinafter alleged, and hereby re-adopt and re-allege each such allegation.

351. As a direct and proximate result of the aforementioned acts and omissions of the Defendants, and each of them, Plaintiffs incurred the following damages:

- a. Bodily injuries, permanent in nature, which have affected their life;
- b. Past, present and future physical pain and mental anguish;
- c. Disfigurement and/or deformity coupled with associated humiliation and embarrassment;
- d. Past, present and future inconvenience;

- e. Past, present and future lost earnings, and a lessening of earning capacity;
- f. Personal, social and financial limitations resulting from the injuries sustained by Plaintiffs; and
- g. Other damages allowable at law, including medical expenses incurred in the past, present and future, and attorneys' fees and costs.

WHEREFORE, Plaintiffs respectfully move this Court for the following relief:

- A. That Plaintiff K.T. be awarded a judgment and award of execution against all Defendants individually, jointly, and/or severally in the amount of SIX MILLION DOLLARS (\$6,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus pre- and post-judgment interest; THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in punitive damages, plus pre- and post-judgment interest; reasonable attorneys' fees and court costs pursuant to the VCPA, Va. Code Ann. § 59.1-204(B); and treble damages pursuant to Va. Code § 59.1-204(A);
- B. That Plaintiff J.L.E. be awarded a judgment and award of execution against all Defendants individually, jointly, and/or severally in the amount of SIX MILLION DOLLARS (\$6,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus pre- and post-judgment interest; THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in punitive damages, plus pre- and post-judgment interest; reasonable attorneys' fees and court costs pursuant to the VCPA, Va. Code Ann. § 59.1-204(B); and treble damages pursuant to Va. Code § 59.1-204(A);
- C. That Plaintiff M.O. be awarded a judgment and award of execution against all Defendants individually, jointly, and/or severally in the amount of SIX MILLION DOLLARS (\$6,000,000.00) as compensatory damages for the unlawful acts aforesaid,

- plus pre- and post-judgment interest; THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in punitive damages, plus pre- and post-judgment interest; reasonable attorneys' fees and court costs pursuant to the VCPA, Va. Code Ann. § 59.1-204(B); and treble damages pursuant to Va. Code § 59.1-204(A);
- D. That M.J.M., Incapacitated, through the Conservator of her Person, Kathleen Nevins, and the Co-Conservators of her Estate, John Morelli and Catherine Morelli, be awarded a judgment and award of execution against all Defendants individually, jointly, and/or severally in the amount of SIX MILLION DOLLARS (\$6,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus pre- and post-judgment interest; THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in punitive damages, plus pre- and post-judgment interest; reasonable attorneys' fees and court costs pursuant to the VCPA, Va. Code Ann. § 59.1-204(B); and treble damages pursuant to Va. Code § 59.1-204(A);
- E. That Plaintiff K.P.S. be awarded a judgment and award of execution against all Defendants individually, jointly, and/or severally in the amount of SIX MILLION DOLLARS (\$6,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus pre- and post-judgment interest; THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in punitive damages, plus pre- and post-judgment interest; reasonable attorneys' fees and court costs pursuant to the VCPA, Va. Code Ann. § 59.1-204(B); and treble damages pursuant to Va. Code § 59.1-204(A);
- F. That Plaintiff L.G.C. be awarded a judgment and award of execution against all Defendants individually, jointly, and/or severally in the amount of SIX MILLION DOLLARS (\$6,000,000.00) as compensatory damages for the unlawful acts aforesaid,

- plus pre- and post-judgment interest; THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in punitive damages, plus pre- and post-judgment interest; reasonable attorneys' fees and court costs pursuant to the VCPA, Va. Code Ann. § 59.1-204(B); and treble damages pursuant to Va. Code § 59.1-204(A);
- G. That Plaintiff O.M.F. be awarded a judgment and award of execution against all Defendants individually, jointly, and/or severally in the amount of SIX MILLION DOLLARS (\$6,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus pre- and post-judgment interest; THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in punitive damages, plus pre- and post-judgment interest; reasonable attorneys' fees and court costs pursuant to the VCPA, Va. Code Ann. § 59.1-204(B); and treble damages pursuant to Va. Code § 59.1-204(A);
- H. That Plaintiff K.M. be awarded a judgment and award of execution against all Defendants individually, jointly, and/or severally in the amount of SIX MILLION DOLLARS (\$6,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus pre- and post-judgment interest; THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in punitive damages, plus pre- and post-judgment interest; reasonable attorneys' fees and court costs pursuant to the VCPA, Va. Code Ann. § 59.1-204(B); and treble damages pursuant to Va. Code § 59.1-204(A);
- I. That Plaintiff A.B.E. be awarded a judgment and award of execution against all Defendants individually, jointly, and/or severally in the amount of SIX MILLION DOLLARS (\$6,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus pre- and post-judgment interest; THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in punitive damages, plus pre- and post-judgment interest;

- reasonable attorneys' fees and court costs pursuant to the VCPA, Va. Code Ann. § 59.1-204(B); and treble damages pursuant to Va. Code § 59.1-204(A);
- J. That Plaintiff M.A.M. be awarded a judgment and award of execution against all Defendants individually, jointly, and/or severally in the amount of SIX MILLION DOLLARS (\$6,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus pre- and post-judgment interest; THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in punitive damages, plus pre- and post-judgment interest; reasonable attorneys' fees and court costs pursuant to the VCPA, Va. Code Ann. § 59.1-204(B); and treble damages pursuant to Va. Code § 59.1-204(A);
- K. That Plaintiff D.S.W. be awarded a judgment and award of execution against all Defendants individually, jointly, and/or severally in the amount of SIX MILLION DOLLARS (\$6,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus pre- and post-judgment interest; THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in punitive damages, plus pre- and post-judgment interest; reasonable attorneys' fees and court costs pursuant to the VCPA, Va. Code Ann. § 59.1-204(B); and treble damages pursuant to Va. Code § 59.1-204(A);
- L. That Plaintiff H.E.B. be awarded a judgment and award of execution against all Defendants individually, jointly, and/or severally in the amount of SIX MILLION DOLLARS (\$6,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus pre- and post-judgment interest; THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in punitive damages, plus pre- and post-judgment interest; reasonable attorneys' fees and court costs pursuant to the VCPA, Va. Code Ann. § 59.1-204(B); and treble damages pursuant to Va. Code § 59.1-204(A);

- M. That Plaintiff J.S.S. be awarded a judgment and award of execution against all Defendants individually, jointly, and/or severally in the amount of SIX MILLION DOLLARS (\$6,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus pre- and post-judgment interest; THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in punitive damages, plus pre- and post-judgment interest; reasonable attorneys' fees and court costs pursuant to the VCPA, Va. Code Ann. § 59.1-204(B); and treble damages pursuant to Va. Code § 59.1-204(A);
- N. That Plaintiff E.C. be awarded a judgment and award of execution against all Defendants individually, jointly, and/or severally in the amount of SIX MILLION DOLLARS (\$6,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus pre- and post-judgment interest; THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in punitive damages, plus pre- and post-judgment interest; reasonable attorneys' fees and court costs pursuant to the VCPA, Va. Code Ann. § 59.1-204(B); and treble damages pursuant to Va. Code § 59.1-204(A);
- O. That Plaintiff S.N.R. (by and through next friend and mother S.L.R.) be awarded a judgment and award of execution against all Defendants individually, jointly, and/or severally in the amount of SIX MILLION DOLLARS (\$6,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus pre- and post-judgment interest; THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in punitive damages, plus pre- and post-judgment interest; reasonable attorneys' fees and court costs pursuant to the VCPA, Va. Code Ann. § 59.1-204(B); and treble damages pursuant to Va. Code § 59.1-204(A);

- P. That Plaintiff B.E.J. (by and through next friend and mother, C.L.J.) be awarded a judgment and award of execution against all Defendants individually, jointly, and/or severally in the amount of SIX MILLION DOLLARS (\$6,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus pre- and post-judgment interest; THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in punitive damages, plus pre- and post-judgment interest; reasonable attorneys' fees and court costs pursuant to the VCPA, Va. Code Ann. § 59.1-204(B); and treble damages pursuant to Va. Code § 59.1-204(A);
- Q. That Plaintiff J.W.H. (by and through next friend and father R.L.H.) be awarded a judgment and award of execution against all Defendants individually, jointly, and/or severally in the amount of SIX MILLION DOLLARS (\$6,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus pre- and post-judgment interest; THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in punitive damages, plus pre- and post-judgment interest; reasonable attorneys' fees and court costs pursuant to the VCPA, Va. Code Ann. § 59.1-204(B); and treble damages pursuant to Va. Code § 59.1-204(A);
- R. That Plaintiff A.M.Y. (by and through next friend and mother M.N.Y.) be awarded a judgment and award of execution against all Defendants individually, jointly, and/or severally in the amount of SIX MILLION DOLLARS (\$6,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus pre- and post-judgment interest; THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in punitive damages, plus pre- and post-judgment interest; reasonable attorneys' fees and

court costs pursuant to the VCPA, Va. Code Ann. § 59.1-204(B); and treble damages pursuant to Va. Code § 59.1-204(A);

- S. That Plaintiff H.W. (by and through next friend and mother D.S.) be awarded a judgment and award of execution against all Defendants individually, jointly, and/or severally in the amount of SIX MILLION DOLLARS (\$6,000,000.00) as compensatory damages for the unlawful acts aforesaid, plus pre- and post-judgment interest; THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in punitive damages, plus pre- and post-judgment interest; reasonable attorneys' fees and court costs pursuant to the VCPA, Va. Code Ann. § 59.1-204(B); and treble damages pursuant to Va. Code § 59.1-204(A);
- T. That the Plaintiffs be awarded the costs of maintaining this action.

JURY DEMAND

The Plaintiffs demand a trial with a jury on all issues in the cause, including liability and damages, and on any issue raised by this Complaint that involves any fact disputed by the Defendants and on any issue that may be raised by the Defendants that involves any fact disputed by the Plaintiffs.

**K.T.; J.L.E.; M.O.; KATHLEEN
NEVINS, Conservator of the Person, and JOHN
MORELLI and CATHERINE MORELLI, Co-
Conservators of the Estate of M.J.M.,
Incapacitated; K.P.S.; L.G.C.; O.M.F.; K.M.;
A.B.E.; M.A.M.; D.S.W.; H.E.B.; J.S.S.; E.C.;
S.N.R. (By and Through Next Friend and
Mother S.L.R.); B.E.J. (By and Through Next**

Friend and Mother C.L.J.); J.W.H. (By and Through Next Friend and Father R.L.H.); A.M.Y. (By and Through Next Friend and Mother M.N.Y.); and H.W. (By and Through Next Friend and Mother D.S.), Plaintiffs

Dated: July 19, 2021

By: _____


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