

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF VIRGINIA BEACH

M.D. JANE DOE (pseudonymously),

Plaintiff,

v.

Civil Case No.: _____

MASSAGE LUXE INTERNATIONAL, LLC

Serve: Statutory Registered Agent

Office of the Secretary of the Commonwealth
Service of Process Department
Post Office Box 2452
Richmond, VA 23218-2452

MLUXE-WILLIAMSBURG, LLC, d/b/a Massage Luxe

Serve: Registered Agent

Donald E. Lee Jr.
228 N. Lynnhaven Road, Suite 101
Virginia Beach, VA 23452

and

SHAWN LAMONT ROBINSON

Serve: Nottoway Correctional Center
2892 Schutt Road
Burkeville, VA 23922

Defendants.

COMPLAINT

COMES NOW the Plaintiff, M.D. Jane Doe (a fictitious name), by counsel, and seeks judgment against the Defendants, Massage Luxe International, LLC, MLUXE-Williamsburg LLC, and Shawn Lamont Robinson (collectively "Defendants") jointly and severally, on the grounds and in the amounts set forth below:

The Parties

1. Plaintiff, M.D. Jane Doe, is an adult female and resident of the Commonwealth of Virginia who proceeds under a pseudonym in accordance with Va. Code § 8.01-15.1. Plaintiff's need for anonymity outweighs the public's interest in knowing her identity in that this matter involves a sensitive and highly personal matter. Moreover, maintaining her anonymity does not prejudice any other party.

2. Defendant Massage Luxe International, LLC ("MLI") is, and at all times relevant herein was, a limited liability company organized and existing under the laws of the State of Missouri with its principal place of business located in Chesterfield, Missouri.

3. Defendant MLUXE-Williamsburg LLC ("MLW") is, and at all relevant times relevant herein was, a limited liability company organized and existing under the laws of the Commonwealth of Virginia with its principal office address in the City of Virginia Beach, Virginia.

4. Defendant Shawn Lamont Robinson ("Robinson") is, and at all relevant times herein was, a citizen and resident of the Commonwealth of Virginia. Robinson is currently incarcerated at Nottoway Correctional Center after being found guilty of three counts of object penetration, one count of assault and battery, and six counts of aggravated sexual battery.

Jurisdiction & Venue

5. Plaintiff hereby incorporates 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-adopts and re-alleges each such allegation.

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

7. Defendant MLI purposefully availed itself of the privileges of conducting business activities within the Commonwealth of Virginia such that the forum Court may exercise personal jurisdiction over it. MLI is, and at all times relevant herein was, doing business in the Commonwealth of Virginia through the ownership, operation, management, marketing, promotion, and control of services provided by Massage Luxe branded spas including the subject facility located at 5239 Monticello Avenue, Williamsburg, Virginia (the “Premises”).

8. MLI transacts business in the Commonwealth of Virginia through the ownership, operation, management, marketing, promotion, and control of services of numerous massage parlor and spa services locations in the Commonwealth of Virginia and is profiting from such activities.

9. This action relates to and arises out of MLI’s contacts with and operations in the Commonwealth of Virginia.

10. Venue is proper in this Court pursuant to Va. Code § 8.01-262(2) being that MLW has its registered agent in Virginia Beach, Virginia.

General Allegations of Fact

The Massage Luxe Defendants

11. Plaintiff hereby incorporates 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-adopts and re-alleges each such allegation.

12. MLI operates and manages chain massage and spa franchises throughout the country, currently with approximately 73 locations in 15 states, and purports to be “the fastest-growing luxury massage and wellness franchise in the country.”¹

13. MLI and its franchisees jointly operate, control, manage, supervise, and otherwise conduct business as MassageLuXe®, a/k/a Massage Luxe, throughout the country, including at least six separate facilities throughout the Commonwealth of Virginia.²

14. MLW is a franchisee of MLI and thus it is believed and averred that MLI owns, operates, controls, manages, and does business by, through, and in conjunction with MLW (MLI and MLW are sometimes collectively referred to herein as “Massage Luxe Defendants”).

15. Massage Luxe Defendants jointly operate, control, manage, supervise, and otherwise conduct business as MassageLuXe®, a/k/a Massage Luxe³ facility located at 5239 Monticello Avenue, Williamsburg, Virginia (the “Premises”).

16. At all times material and relevant herein, MLI exclusively owned the following trademarks, logos, and commercial “MassageLuXe Spa,” “MassageLuXe,” “ML and design,” “LuXe,” and “FaceLuXe” (hereinafter “Marks”).

17. At all times material and relevant herein, MLI owned and operated all websites, social media pages, and any other presence on the internet, advertising, and marketing. Therefore, the representations made to the general public through marketing and advertising have been made by MLI, including all statements, assurances, and representations made on its primary webpage

¹ <https://massageluxe.com/locations/williamsburg-va/> (last visited Dec. 27, 2021).

² MLI conducts substantial business in this venue through the operation and management of two Virginia Beach facilities located at 1860 Laskin Road Virginia Beach, Virginia 23454 and 4540 Princess Anne Road Virginia Beach, Virginia 23462.

³ Unless stated otherwise, the term “Massage Luxe” refers to both MLI and all MLI franchise locations, including MLW.

located at www.massagelux.com as well as the location-specific website for the Premises, located at <https://massageluxe.com/locations/williamsburg-va/>.⁴

18. At all times material and relevant herein, MLI made public statements assuring and promising its prospective customers and consumers that MLI would provide them with safe and professional massage service.⁵

19. However, the promise of safety in the treatment rooms was made while Massage Luxe Defendants were knowingly, purposefully, and intentionally concealing their hiring and retention of employees, including Defendant Robinson, who they knew or should have known possessed dangerous propensities that made it reasonably foreseeable that these employees, including Defendant Robinson, would act on their dangerous tendencies and propensities by sexually abusing and sexually assaulting Massage Luxe Defendants's consumers, including the Plaintiff.

20. Despite their self-serving assurances and promises used to induce and persuade potential consumers to pay for services at their facilities, Massage Luxe Defendants choose not to provide basic safety to consumers, including Plaintiff, in a most vulnerable setting where

⁴ See <https://massageluxe.com/rules-regulations/> (last visited Dec. 27, 2021) ("As used herein, 'we' includes Massage Luxe International, LLC and any Spa operating pursuant to any agreement with Massage Luxe International, LLC and 'Spa' includes any Spa operating pursuant to any agreement with Massage Luxe International, LLC.").

⁵ See <https://massageluxe.com/rules-regulations/> (last visited Dec. 27, 2021) ("YOUR COMFORT AND SAFETY IS OUR PRIORITY DURING YOUR PROFESSIONAL SPA SESSION. IF AT ANY TIME AND FOR ANY REASON, YOU FEEL UNCOMFORTABLE, PLEASE TELL THE THERAPIST OR ESTHETICIAN THAT YOU WOULD LIKE TO END THE SESSION IMMEDIATELY. LIKEWISE, IF AT ANY TIME THE SERVICE PROVIDER FEELS UNCOMFORTABLE, THEY WILL STOP THE SESSION. WE VALUE YOU CHOOSING MASSAGELUXE/FACELUXE AND WE ARE HERE TO PROVIDE YOU WITH A SAFE, RELAXING AND PROFESSIONAL SERVICE.") (all caps emphasis in original); <https://massageluxe.com/massage-services/> (last visited Dec. 27, 2021) (advertising services by professional, licensed massage therapists).

consumers are often naked or nearly naked, behind closed doors, and alone with an employee or agent of Massage Luxe Defendants.

21. Massage Luxe Defendants systemically and intentionally conspired and concealed the rampant problem, danger, and extensive reports of multiple instances of massage therapists at Massage Luxe franchise locations sexually assaulting customers throughout the country, including within the Commonwealth of Virginia.

22. Sexual misconduct committed by massage therapists is a national problem, with multiple known reports of sexual assaults and exploitation by therapists occurring throughout the country. Upon information and belief, the number of known incidents pales in comparison to the assaults that are not reported.⁶

23. The sexual assaults taking place by massage therapists include, but are not limited to, forcible sexual intercourse, digital and object penetration, and the touching of women's breast, anus, and vulva.

24. The core reason these sexual assaults and exploitations continue to occur is that MLI and its franchisees, including MLW, conceal and misrepresent the known dangerous propensities of their employees to sexually assault consumers at its franchise locations from the public so that unsuspecting customers will continue to purchase their massage services.

25. Despite Massage Luxe's public claim that customer safety is a top priority, in reality Massage Luxe internal protocol encourages its employees and agents to handle any allegations of sexual misconduct by its massage therapists "in-house" without reporting sexual

⁶ See Katie J.M. Baker, *BuzzFeed*, "More Than 180 Women Have Reported Sexual Assaults At Massage Envy" (Nov. 26, 2017), available at <https://www.buzzfeednews.com/article/katiejmbaker/more-than-180-women-have-reported-sexual-assaults-at> ("Massage Envy's . . . orientation manual . . . warned new employees that 'Only 4% of upset customers will tell you when there is a problem.'").

assaults of customers by its massage therapists to law enforcement or the Virginia Board of Nursing in order to “protect the brand.”

26. The above-referenced custom and practice is made as part of a calculated effort to deceive customers into believing that MLI and its franchisees, including MLW, operate safe environments, free from the risk of sexual assault, and that any report of sexual assault will be taken seriously and result in termination of any therapists who commit those assaults.

27. As a result of the foregoing, Massage Luxe therapists who have sexually assaulted customers are often allowed or permitted to be hired or remain employed (or to be transferred or re-hired at another Massage Luxe franchise location) only to go on to improperly touch and/or assault other customers.

28. Massage Luxe Defendants, by and through the knowledge and information available to them and known within the industry, knew or should have known that the rate of sexual assaults committed by massage therapists on unassuming, vulnerable clients was rampant and greater in numbers than reported publicly.

29. Massage Luxe Defendants knew or should have known massage therapists who were fired or resigned from other massage therapy facilities as a result of complaints, accusations, or allegations of sexual assault routinely seek employment with new massage therapy facilities, including Massage Luxe facilities.

30. MLI maintains the right to control and exercises pervasive control over the day-to-day operations of all of its franchisees, including MLW. MLI’s right and exercise of control over

its franchisees, including MLW, includes hiring, firing, and retention decisions of massage therapists.⁷

31. Importantly, MLW and all other franchisees, including the franchisee of the Henrico County, Virginia location discussed *infra*, are required to utilize MLI's Point of Sale Software ("POS Software"). See **Exhibit A**.

32. At all times material and relevant herein, MLW and all other franchisees, including the franchisee of the Henrico County, Virginia location discussed *infra*, and their agents, employees, and servants were required to, and did, use the POS Software for the operation of their facilities in accordance with the terms of their agreement with MLI, which MLI retained the exclusive control and discretion to modify, alter, or change at any time.

33. At all times material and relevant herein, MLI was granted "administrator" rights to the POS Software for all of its franchise locations, including the Premises, thereby permitting and granting MLI remote access to the POS Software and all information contained therein.

34. The POS Software is used by MLI and all of its franchisees, including MLW and the Henrico County, Virginia facility discussed *infra* to record, document, and maintain reports of sexual assault made by clients against massage therapists, reports of inappropriate or improper conduct made by clients against or about massage therapists, and all other documentary information contained in a client's file including whether reports were made, whether the employees or franchise reported such reports to the police, and other relevant information regarding clients and therapists.

⁷ MLI's 2020 Franchise Agreement, which is publicly available on the internet, is attached hereto as **Exhibit A**. Upon information and belief, **Exhibit A** reflects the same terms of the franchise agreement by and between MLI and MLW which was in effect at all times relevant herein.

35. Further, MLI formulates all policies and procedures that its franchisees are required to follow, including, but not limited to, those relating to the prevention, investigation, reporting and handling of sexual assault allegations; franchisees are regularly trained by MLI or its agents on how to comply with said policies and procedures; MLI supervises its franchisees to ensure compliance with MLI policies and procedures in the day-to-day operations; franchisees can and will be disciplined, sanctioned and/or have their franchise agreement terminated if they fail to comply with MLI's policies, rules, regulations and protocols in every aspect of the operations of the franchise.

36. Massage Luxe Defendants authorized and entrusted its massage therapists to have skin-to-skin contact with its customer's body and to be alone with its customer, including Plaintiff, while they were undressed and in a vulnerable position.

37. Massage Luxe is an operation largely devoted to massage therapist touching and massaging naked or nearly naked people, often of opposite genders. Massage Luxe is also the perfect locale for a sexual predator to acquire ready access to victims.

38. Sexual assault, sexual misconduct, and sexual malfeasance is a generally foreseeable consequence of the nature of work involved in the massage industry and is an unfortunate possibility engendered by the type of work Massage Luxe pays its employees to perform if Massage Luxe does not take reasonable precautions to hire, employ, train, and manage its franchise locations and therapists.

39. Such a foreseeable outgrowth is exemplified by a quick Google search which shows various similar incidents allegedly occurring on a regular basis at Massage Luxe locations nationwide.

40. At the direction and control of MLI, MLW and other franchisees advertise their massage therapy services through numerous mediums and platforms across the nation and have built a nationally recognizable brand associated with massage therapy. In creating a nationally recognizable brand, MLI, MLW and other franchisees have repeatedly, consistently, collectively and in concert represented and promised explicitly to Plaintiff and implicitly to the public in general, that the services offered by this brand – Massage Luxe – are safe, and they do not warn of the dangers of sexual assault within their business.

41. All MLI franchise locations, including MLW, are required to participate in marketing campaigns and collectives as directed by MLI.

Massage Therapist Shawn L. Robinson

42. Plaintiff hereby incorporates 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-adopts and re-alleges each such allegation.

43. On or about September 18, 2017, the Virginia Board of Nursing issued Robinson a license to practice massage therapy.

44. On or before February 12, 2018, a Massage Envy facility located in Chesterfield County, Virginia, hired Robinson as a massage therapist.

45. On or about February 12, 2018, while providing a massage to a Massage Envy client (“Client A”), Robinson undraped her hips and buttocks, and massaged her underneath her underwear, finally pulling her panties down. Robinson used his fingers to penetrate her butt crack and touch her anus, which he at least partially penetrated. At that time, Robinson pulled Client A’s panties entirely off, massaging the entire length of her legs and brushed up against her vagina.

Robinson's actions amounted to sexual assault and sexual abuse of Client A and demonstrated his dangerous propensity to sexually assault and sexually abuse clients if and when he was presented the opportunity to do so.

46. Client A reported Robinson's sexual assault and sexual abuse of her to law enforcement on February 20, 2018. As part of the law enforcement investigation, Robinson admitted that he could have touched Client A's vagina and anus.

47. Acting on his aforementioned propensity, on or about February 14, 2018, while providing a massage to a different Massage Envy client ("Client B"), Robinson removed her panties, fondled her genital area without consent, and digitally penetrated her vagina. After digitally penetrating her vagina he positioned Client B with one leg on the floor and one leg on the table and penetrated her vagina with his penis. Robinson's actions amounted to sexual assault, sexual abuse, and rape of Client B and demonstrated his dangerous propensity to sexually assault, sexually abuse, and rape clients if and when he was presented the opportunity to do so.

48. On or about February 16, 2018, Client B reported to Chesterfield County Police Department that Robinson sexually assaulted, sexually abused, and raped her on February 14, 2018 as described above. In an interview with Chesterfield County Police on February 22, 2018 Robinson admitted to engaging in wrongful sexual conduct with Client B during her February 14, 2018 massage.

49. On or about March 18, 2019, Robinson was indicted in Chesterfield County for raping Client B as described in the immediately preceding two paragraphs of this Complaint.

50. On or before September 14, 2019, MLI and one of its franchisees hired Robinson as a massage therapist at a Massage Luxe facility they jointly operated, managed, and controlled in Henrico County, Virginia.

51. Before hiring Robinson as a massage therapist at its Massage Luxe facility in Henrico County, Virginia, MLI knew or should have known Robinson possessed the dangerous propensity to sexually assault, sexually abuse, and rape vulnerable massage therapy clients.

52. On or about September 14, 2019, while providing a massage to a Massage Luxe client in Henrico County (“Client C”), Robinson repeatedly massaged her buttocks underneath her underwear, despite the client’s protestations, including an attempt to massage her crack of her buttocks, as well as very close to her anus in an attempt to digitally penetrate her anus. Client C immediately reported the incident upon leaving the facility to MLI and its franchisee by and through their agents, employees, and servants.

53. The report of sexual assault, sexual abuse, and improper conduct made by Client C to the agent, employee, or servant of MLI and its franchisee regarding Robinson was or should have been documented in the POS Software which MLI had access to thereby placing MLI on further actual and constructive notice of Robinson’s dangerous propensity to sexually assault, sexually abuse, and rape clients if and when he was presented the opportunity to do so.

54. Robinson’s actions on September 14, 2019 towards Client C amounted to sexual assault and sexual abuse and further demonstrated his dangerous propensity to sexually assault, sexually abuse, and rape clients if and when he was presented the opportunity to do so, which MLI already knew or should have known before it hired Robinson.

55. On or about September 15, 2019, while providing a massage to another Massage Luxe client (“Client D”) in Henrico County, Robinson massaged her buttocks under the sheet and came close to touching her genitals. This client reported the incident upon leaving the facility to MLI and its franchisee by and through their agents, employees, and servants.

56. The report of sexual assault, sexual abuse, and improper conduct made by Client D to the agent, employee, or servant of MLI and its franchisee regarding Robinson was or should have been documented in the POS Software which MLI had access to thereby placing MLI on further actual and constructive notice of Robinson's dangerous propensity to sexually assault, sexually abuse, and rape clients if and when he was presented the opportunity to do so.

57. Robinson's actions on September 15, 2019 towards Client D amounted to sexual assault and sexual abuse and further demonstrated his dangerous propensity to sexually assault, sexually abuse, and rape clients if and when he was presented the opportunity to do so, which MLI already knew or should have known before it hired Robinson.

58. On or about March 4, 2020, Robinson was arrested by Chesterfield County Police on the Chesterfield County indictment from March 2019 for raping Client B.

59. On or about July 14, 2020, Robinson pled guilty to the lesser charge of sexual battery of Client A, for which he was sentenced to 12 months in jail, with 8 months suspended, and upon information and belief, Robinson only served approximately 2 months in jail.

60. As a result of Robinson's guilty plea, criminal sentence, and time spent incarcerated, Robinson's employment with MLI and its franchisee in Henrico County was terminated.

61. On or about August 13, 2020, Massage Luxe Defendants hired Robinson as a massage therapist at the Premises in Williamsburg, Virginia.

62. Before hiring Robinson, Massage Luxe Defendants knew or should have known Robinson possessed the dangerous propensity to sexually assault, sexually abuse, and rape clients, including the Plaintiff, if and when he was presented the opportunity to do so.

63. Before hiring Robinson, Massage Luxe Defendants had actual knowledge and notice that Robinson possessed the dangerous propensity to sexually assault, sexually abuse, and rape clients if and when he was presented the opportunity to do so by and through their general knowledge of him raping Client B, being charge for raping Client B, pleading guilty to sexual battery of Client A, Client C's report of sexual assault and sexual abuse at a MLI franchise location, and Client D's report of sexual assault and sexual abuse at a MLI franchise location.

64. Alternatively, before hiring Robinson, Massage Luxe Defendants had constructive knowledge and notice that Robinson possessed the dangerous propensity to sexually assault, sexually abuse, and rape clients if and when he was presented the opportunity to do so by because a reasonable investigation and inquiry into Robinson, including a criminal background check, reference check of prior employers, a review of the POS Software, and other reasonable means of investigation that are recognized within the industry would have revealed Robinson raped Client B, sexually assaulted and sexually abused Client A, was criminally charged for raping Client B, plead guilty to sexual battery of Client A, sexually assaulted and sexual abused Client C at a MLI franchise location, and sexually assaulted and sexual abused Client D at a MLI franchise location

65. On or about October 30, 2020, the Virginia Board of Nursing entered an Order of Summary Suspension (**Exhibit B**) suspending Robinson's license to practice massage therapy based on reports in Chesterfield County in February 2018 and Henrico County in September 2019 related to his sexual assaults, sexual abuse, and rapes of Clients A, B, C, and D.

66. Notwithstanding all of the above, Massage Luxe Defendants retained Robinson as a massage therapist at the Premises from August 13, 2020 through and including December 5, 2020.

Plaintiff's Experience at Massage Luxe

67. Plaintiff hereby incorporates 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-adopts and re-alleges each such allegation.

68. On or about October 6, 2020, Plaintiff went to the Premises with her then-boyfriend, both having massages scheduled at, or about, the same time.

69. At that time and place, Massage Luxe Defendants assigned Robinson as Plaintiff's massage therapist.

70. Despite their actual or constructive knowledge, or both, of Robinson's dangerous propensity to sexually assault, sexually abuse, and rape their unsuspecting, vulnerable clients, consumers, and business invitees, Massage Luxe Defendants withheld and concealed materially relevant information of Robinson's past sexual assaults, abuses, and rapes of clients, and neither MLI nor MLW warned Plaintiff of Robinson's dangerous propensities; notified Plaintiff of Robinson's criminal indictment of rape Client B; notified Plaintiff of Robinson's prior criminal guilty plea to sexual battery of Client A; notified Plaintiff the reports of sexual assault, sexual abuse, and rape made by Clients A, B, C, and D; or notified Plaintiff that Robinson's license for massage therapy had been suspended by the Virginia Board of Nursing because of the reports of sexual abuse and sexual assault made by Clients A, B, C, and D.

71. Had Massage Luxe Defendants themselves, or any of their agents, employees, or servants, disclosed Robinson's history of sexual assaults to Plaintiff she would have refused to enter a consumer relationship with Massage Luxe Defendants and would not have accepted Robinson as her masseuse or touching her body.

72. Instead, as is customary in the massage service industry, Massage Luxe Defendants by and through their agents, employees, and servants directed Plaintiff to a private room where she fully undressed and laid down on the massage table with a drape covering her otherwise naked body.

73. During her massage, while Plaintiff was laying on her stomach, consistent with his dangerous propensities and his *modus operandi* of sexually assaulting clients, Robinson removed the drape covering her body, and massaged Plaintiff's buttocks, touching her anus with both of his thumbs, an action which he repeated a second time.

74. After penetrating the Plaintiff in the manner described, Plaintiff ended the massage, and when the Plaintiff exited the massage room and entered the lobby, Plaintiff discovered that her massage lasted a full half hour longer than it was supposed to, and by the time she was done, her boyfriend was waiting in the lobby for her.

75. Plaintiff's boyfriend asked her what he had to do in order to get his massage extended by so long, and Plaintiff replied he just had to let the masseuse massage his anus.

76. Plaintiff made this statement in the lobby of the Premises, in earshot of the manager, and her boyfriend walked to the back of the store to speak with Robinson, a conversation that Plaintiff hoped would result in Robinson acting appropriately in the future.

77. Not having any information concerning Robinson's dangerous propensity for escalating his unacceptable sexual contact which was withheld by which was withheld by Massage Luxe Defendants, booked a second appointment with him.

78. On or about October 28, 2020, Plaintiff returned to the Premises for her appointment with Robinson, and during this massage, Plaintiff wore shorts to protect herself and did not remove them.

79. After removing all other coverings on her, consistent with his dangerous propensities and his *modus operandi* of sexually assaulting clients, Robinson rubbed in between Plaintiff's thighs and brushed her labia over her shorts using his thumbs, then tried to remove her garments.

80. When Plaintiff defended herself by pulling her garments back up to cover her genitalia, Robinson moved to the bottom of the table toward her feet and massaged them, and while there attempted to remove Plaintiff's garments again, at which point Plaintiff promptly ended the massage.

81. When Plaintiff ended the massage, Robinson apologized, and Plaintiff exited and took steps to freeze her membership with Massage Luxe.

82. Robinson's unwanted and non-consensual touching of Plaintiff during her massage amounted to sexual battery, sexual assault, and sexual abuse.

83. Having experienced Robinson's non-consensual touching of her intimate parts, Plaintiff was embarrassed, shocked, confused, scared, and traumatized for the remainder of the session.

84. At the end of her session, Plaintiff got dressed and while her comments in the lobby were made in the earshot of the manager, Plaintiff left the Premises without informing law enforcement of Robinson's misconduct.

85. Some months later, Plaintiff saw news reports that Robinson had been arrested and charged with sexual assault of another Massage Luxe client stemming from a massage session at the Premises on or about December 15, 2020.

86. Upon seeing this, Plaintiff gained the courage to call the police and make her own criminal charges against Robinson.⁸

COUNT I
ASSAULT AND BATTERY
Against All Defendants

87. Plaintiff hereby incorporates 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-adopts and re-alleges each such allegation.

88. Robinson committed nonconsensual sexual acts against Plaintiff that resulted in harmful and offensive contact with the body of the Plaintiff.

89. Moreover, Robinson committed acts which caused injury to Plaintiff by subjecting her to imminent battery and/or intentional invasions of her right to be free from offensive and harmful contact, and said conduct demonstrated that Robinson had a present ability to subject Plaintiff to an immediate, intentional, offensive and harmful touching.

90. Robinson assaulted and battered Plaintiff by nonconsensual and unwanted touching of a sexual nature.

91. Plaintiff did not consent to the contact or threat of imminent contact by Robinson, which caused Plaintiff injury, damage, loss, and harm.

92. Because the actions of Robinson as alleged herein were within the scope and in furtherance of their employment, agency, and service for Massage Luxe Defendants, Massage

⁸ Several other women also came forward after Robinson's arrest on or about December 16, 2020, for which Robinson was charged and ultimately found guilty of several sexual assault crimes and recently sentenced to a lengthy prison term.

Luxe Defendants are vicariously liable for the actions of Robinson and the damages resulting therefrom.

93. As a direct and/or proximate result of Robinson's actions, Plaintiff has suffered and continues 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. Plaintiff was 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.

94. Furthermore, Defendants' above-described actions and omissions were made with willful and conscious disregard for Plaintiff's rights. Accordingly, punitive damages should be awarded against Defendants to punish them and deter other such persons from committing such wrongful and harmful acts in the future.

COUNT II
NEGLIGENT, GROSSLY NEGLIGENCE, AND RECKLESS HIRING
Against Massage Luxe Defendants

95. Plaintiff hereby incorporates 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-adopts and re-alleges each such allegation.

96. In hiring Robinson, Massage Luxe Defendants negligently (with gross negligence) and recklessly placed an unfit person in an employment situation involving an unreasonable risk of harm to Plaintiff.

97. As alleged *supra*, Massage Luxe Defendants knew or should have known of Robinson's past sexual assaults, abuses, and rapes of clients, including Robinson's criminal indictment of rape Client B; Robinson's prior criminal guilty plea to sexual battery of Client A; and reports of sexual assault, sexual abuse, and rape made by Clients A, B, C, and D

98. Before hiring Robinson, Massage Luxe Defendants knew or should have known Robinson was an improper person to hire as a massage therapist, that his employment as a massage therapist created an unreasonable risk of harm to others, and that Robinson possessed the propensity to sexually assault, sexually abuse, and rape female clients.

99. Based on the circumstances, responsibilities, and duties of a massage therapist, it was reasonably foreseeable to Massage Luxe Defendants that Robinson posed a significant threat of injury to female clients, including the Plaintiff.

100. In acting as aforesaid, Massage Luxe Defendants, by and through the actions and omissions of its agents and employees, wrongfully, negligently (with gross negligence), carelessly, and recklessly hired Robinson as a massage therapist.

101. Because the actions of MLW as alleged herein were within the scope and in furtherance of its agency and service for MLI, MLI is vicariously liable for the actions of MLW and the damages resulting therefrom.

102. As a direct and proximate result of the foregoing acts, Plaintiff 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. Plaintiff was 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.

103. Furthermore, the above-described actions and omissions of Massage Luxe Defendants were made with willful and conscious disregard for Plaintiff's rights. Accordingly, punitive damages should be awarded against Massage Luxe Defendants to punish them and deter other such persons from committing such wrongful and harmful acts in the future.

COUNT III
NEGLIGENT, GROSSLY NEGLIGENT, AND RECKLESS RETENTION
Against Massage Luxe Defendants

104. Plaintiff hereby incorporates 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-adopts and re-alleges each such allegation.

105. In acting as aforesaid, Massage Luxe Defendants wrongfully, negligently, carelessly, grossly negligently, and recklessly retained Robinson, a dangerous employee who Massage Luxe Defendants knew or should have known was dangerous and likely to harm female clients, including the Plaintiff.

106. As alleged *supra*, during Robinson's employment with Massage Luxe Defendants, Massage Luxe Defendants knew or should have known of Robinson's past sexual assaults, abuses, and rapes of clients, including Robinson's criminal indictment of rape Client B; Robinson's prior criminal guilty plea to sexual battery of Client A; reports of sexual assault, sexual abuse, and rape made by Clients A, B, C, and D; and that Robinson's license for massage therapy had been

suspended by the Virginia Board of Nursing because of the reports of sexual abuse and sexual assault made by Clients A, B, C, and D.

107. In light of Massage Luxe Defendants' actual and constructive knowledge of Robinson's dangerous propensity to sexually assault, sexually abuse, and rape female clients, the risk of future harm to Plaintiff and other female invitees was so grave that discharging Robinson was the only reasonable response.

108. The Plaintiff suffered harm resulting from Massage Luxe Defendants' negligent, grossly negligent, and reckless retention of Robinson as their agent and employee who they knew or should have known was likely to use his employment and position to harm the Plaintiff and other female clients.

109. Because the actions of MLW as alleged herein were within the scope and in furtherance of its agency and service for MLI, MLI is vicariously liable for the actions of MLW and the damages resulting therefrom.

110. As a direct and proximate result of the foregoing acts, Plaintiff 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. Plaintiff was 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.

111. Furthermore, the above-described actions and omissions of Massage Luxe Defendants were made with willful and conscious disregard for Plaintiff's rights. Accordingly, punitive damages should be awarded against Massage Luxe Defendants to punish them and deter other such persons from committing such wrongful and harmful acts in the future.

COUNT IV
NEGLIGENT, GROSSLY NEGLIGENT, AND WILLFUL AND WANTON BREACH OF
DUTY ARISING FROM SPECIAL RELATIONSHIP
Against Massage Luxe Defendants

112. Plaintiff hereby incorporates 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-adopts and re-alleges each such allegation.

113. Massage Luxe Defendants created a special relationship with the Plaintiff based on the companies offerings of massage therapy to vulnerably exposed individuals in their custody who Massage Luxe Defendants knew, or should have known, had the dangerous propensity to sexually assault, sexually abuse, and rape the Plaintiff.

114. The special relationship between Plaintiff and Massage Luxe Defendants gave rise to a duty to exercise reasonable care of the Plaintiff in light of the reasonably foreseeable dangers of harm to Plaintiff which, under the circumstances alleged herein, included a responsibility to warn and protect Plaintiff from Robinson.

115. Massage Luxe Defendants knew or should have known the danger that could and would result from subjecting Plaintiff to a massage by Robinson, a person likely to harm her.

116. The burden of protecting or warning Plaintiff of Robinson and the consequences of placing that burden on Massage Luxe Defendants were minor, as their agents were already duty-bound to care for her.

117. Massage Luxe Defendants acted with negligence, gross negligence, recklessness, and willful and wanton conduct towards Plaintiff thereby breaching said duties to Plaintiff by and through the following acts and/or omissions: failure to render the Premises safe by exposing, indeed directing, Plaintiff to a private room in which she was barely dressed and alone with a massage therapist who had a history of sexually assaulting female customers; choosing not to reasonably investigate the background of massage therapists in their employ or service; choosing not to prohibit, restrict, or limit the activities of massage therapists suspected of sexual assault and/or those known to be sexual predators; concealing and failing to warn Plaintiff that her assigned massage therapist had a history of sexually assaulting female customers; failing to protect Plaintiff from a sexual predator, and in fact enabled a sexual predator by directing Plaintiff to a private room with Robinson wherein she was barely dressed and waiting for a massage; and otherwise acting negligently, grossly negligently, and reckless and/or willful and wanton disregard for the rights and safety of Plaintiff in and about their management and operation of Massage Luxe franchise locations, including the Premises.

118. Because the actions of MLW as alleged herein were within the scope and in furtherance of its agency and service for MLI, MLI is vicariously liable for the actions of MLW and the damages resulting therefrom.

119. As a direct and proximate result of the foregoing acts, Plaintiff 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. Plaintiff was 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.

120. Furthermore, Defendants' above-described actions and omissions were made with willful and conscious disregard for Plaintiff's rights. Accordingly, punitive damages should be awarded against Defendants to punish them and deter other such persons from committing such wrongful and harmful acts in the future.

COUNT V
NEGLIGENT, GROSSLY NEGLIGENT, AND WILLFUL AND WANTON BREACH OF
DUTY ARISING FROM SPECIAL RELATIONSHIP TO AN INVITEE
Against Massage Luxe Defendants

121. Plaintiff hereby incorporates 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-adopts and re-alleges each such allegation.

122. At all times relevant herein, Massage Luxe Defendants owned, operated, occupied, and controlled the Premises.

123. At all times relevant herein, Plaintiff was a business invitee of Massage Luxe Defendants at the Premises.

124. At all times material and relevant herein, the method of business of Massage Luxe Defendants attracted and provided a climate for assaultive crimes.

125. The method of business of Massage Luxe Defendants included their concealment sexual assault, sexual abuse, and rape reports against its massage therapists from its clients and consumers, and their intentional choice not to report allegations, accusations, complaints, and reports of sexual assault, sexual abuse, and rape to law enforcement.

126. The method of business of Massage Luxe Defendants included their practice of hiring and retaining massage therapists, including Robinson, they knew or should have known possessed the dangerous propensity to sexually assault, sexually abuse, and rape their consumers and business invitees, including Plaintiff.

127. As alleged *supra*, the method of business of Massage Luxe Defendants included their choice to withhold and conceal materially relevant information of Robinson's past sexual assaults, abuses, and rapes of clients, and neither of the Massage Luxe Defendants warned Plaintiff of Robinson's dangerous propensities; notified Plaintiff of Robinson's criminal indictment of rape Client A; notified Plaintiff of Robinson's prior criminal guilty plea to sexual battery of Client A; notified Plaintiff the reports of sexual assault, sexual abuse, and rape made by Clients A, B, C, and D; or notified Plaintiff that Robinson's license for massage therapy had been suspended by the Virginia Board of Nursing because of the reports of sexual abuse and sexual assault made by Clients A, B, C, and D.

128. Because Massage Luxe Defendants conducted business in a manner and method that attracted or provided a climate for assaultive crimes, Massage Luxe Defendants owed a duty to Plaintiff and other invitees to take measures to protect them against reasonably foreseeable criminal assaults.

129. Under the facts and circumstances of this case, which include the hiring and retention of a convicted sexual batterer who was charged with raping a massage therapy client before he was retained by Massage Luxe Defendants, it was reasonably foreseeable to Massage Luxe Defendants that Robinson would sexually assault, sexually abuse, and rape their invitees whenever Massage Luxe Defendants assigned him as the massage therapist for a female invitee.

130. In light of Massage Luxe Defendants' actual and constructive knowledge that Robinson had such a dangerous propensity to sexually assault, sexually abuse, and rape customers, Massage Luxe Defendants knew that any female invitee who they assigned to Robinson for a massage was placed in imminent danger.

131. Whenever Massage Luxe Defendants assigned Robinson to a female invitee for a massage, including Plaintiff, Massage Luxe Defendants knew a sexual assault was likely to occur on the Premises, which indicated an imminent probability to harm to the invitee, including the Plaintiff.

132. As a result of its knowledge of an imminent probability of harm to Plaintiff, Massage Luxe Defendants owed Plaintiff a duty of care to protect her against criminal assaults to be committed by Robinson.

133. Massage Luxe Defendants acted with negligence, gross negligence, recklessness, and willful and wanton conduct towards Plaintiff thereby breaching said duties to Plaintiff by and through the following acts and/or omissions: failure to render the Premises safe by exposing, indeed directing, Plaintiff to a private room in which she was barely dressed and alone with a massage therapist who had a history of sexually assaulting female customers; choosing not to reasonably investigate the background of massage therapists in their employ or service; choosing not to prohibit, restrict, or limit the activities of massage therapists suspected of sexual assault and/or those known to be sexual predators; concealing and failing to warn Plaintiff that her assigned massage therapist had a history of sexually assaulting female customers; failing to protect Plaintiff from a sexual predator, and in fact enabled a sexual predator by directing Plaintiff to a private room with Robinson wherein she was barely dressed and waiting for a massage; and otherwise acting negligently, grossly negligently, and reckless and/or willful and wanton disregard

for the rights and safety of Plaintiff in and about their management and operation of Massage Luxe franchise locations, including the Premises.

134. Because the actions of MLW as alleged herein were within the scope and in furtherance of its agency and service for MLI, MLI is vicariously liable for the actions of MLW and the damages resulting therefrom.

135. As a direct and proximate result of the foregoing acts, Plaintiff 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. Plaintiff was 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.

136. Furthermore, the above-described actions and omissions of Massage Luxe Defendants were made with willful and conscious disregard for Plaintiff's rights. Accordingly, punitive damages should be awarded against Massage Luxe Defendants to punish them and deter other such persons from committing such wrongful and harmful acts in the future.

COUNT VI
NEGLIGENCE, GROSS NEGLIGENCE, AND RECKLESS DISREGARD – BREACH OF
ASSUMED DUTY OF CARE
Against Massage Luxe Defendants

137. Plaintiff hereby incorporates 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-adopts and re-alleges each such allegation.

138. In their notice Rules and Regulations, Massage Luxe Defendants expressly assumed to act gratuitously and/or for consideration to render services to Plaintiff which these Defendants knew or should have recognized was necessary for Plaintiff's protection, including the right to a safe massage free from sexual assaults.

139. Massage Luxe Defendants were negligent, grossly negligent, and reckless in their failure to exercise reasonable care after they undertook to supervise and protect Plaintiff, in that they failed to provide a safe environment.

140. Because the actions of MLW as alleged herein were within the scope and in furtherance of its agency and service for MLI, MLI is vicariously liable for the actions of MLW and the damages resulting therefrom. '

141. As a direct and proximate result of the foregoing acts, Plaintiff 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. Plaintiff was 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.

142. Furthermore, the above-described actions and omissions of Massage Luxe Defendants were made with willful and conscious disregard for Plaintiff's rights. Accordingly,

punitive damages should be awarded against Massage Luxe Defendants to punish them and deter other such persons from committing such wrongful and harmful acts in the future.

COUNT VIII
VIOLATIONS OF THE VIRGINIA CONSUMER PROTECTION ACT [VCPA],
Va. Code § 59.1-196, *et seq.*
Against Massage Luxe Defendants

143. Plaintiff hereby incorporates 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-adopts and re-alleges each such allegation.

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

145. Massage Luxe Defendants are suppliers as that term is defined by the VCPA, and Plaintiff's purchase of massage therapy services was a consumer transaction as that term is defined under the VCPA. *See* Va. Code § 59.1-198.

146. Massage Luxe Defendants violated the VCPA by:

- a. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits, *See* Va. Code § 59.1-200(A)(5);
- b. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model, *See* Va. Code § 59.1-200(A)(6); and/or
- c. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction, *See* Va. Code § 59.1-200(A)(14).

147. Massage Luxe Defendants made various factual representations in their brochures, websites, and other forms of advertisement regarding customer safety and quality of massage therapists for the purpose of inducing members of the general public (including Plaintiff) to purchase their spa services and rely on the safety of their facility and the quality of their spa services. *See supra*.

148. Massage Luxe Defendants materially misrepresented the quality, standards, and attributes of Massage Luxe and its staff as being competent, qualified, and safe.

149. Specifically, Massage Luxe Defendants misrepresented to the general public, including Plaintiff, that its customers would not be sexually assaulted during a massage, that customer safety is a top priority for Massage Luxe Defendants, that Massage Luxe Defendants carefully select, train, and supervise their massage therapists, and that customers of Massage Luxe Defendants will have a positive experience upon receiving spa services from Massage Luxe.

150. Massage Luxe Defendants knew that Plaintiff would rely, and Plaintiff did in fact rely, on the material misrepresentations about the safety and quality of their services in making the determination to avail herself of massage services from them at the Premises.

151. Because the actions of MLW as alleged herein were within the scope and in furtherance of its agency and service for MLI, MLI is vicariously liable for the actions of MLW and the damages resulting therefrom.

152. As a direct and proximate result of the foregoing violations, Plaintiff suffered and will 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. Plaintiff was prevented and will continue to be prevented from performing her daily activities and obtaining the full enjoyment of life and has sustained and continue to sustain loss of earnings and earning capacity.

153. Plaintiff is also entitled to reasonable attorneys' fees and court costs pursuant to the VCPA. *See* Va. Code § 59.1-204(B).

154. Because the violations of the VCPA as alleged herein were willful, Plaintiff is entitled to treble damages. *See* Va. Code § 59.1-204(A).

COUNT VIII
CIVIL CONSPIRACY TO COMMIT FRAUD
Against All Defendants

155. Plaintiff hereby incorporates 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-adopts and re-alleges each such allegation.

156. As previously alleged, Defendants have committed fraud and violated the VCPA.

157. MLI, MLW, and Robinson knowingly and willfully conspired and agreed among themselves to misrepresent and conceal from the public and its customers, including Plaintiff, incidents and allegations of massage therapists sexually assaulting and exploiting customers at franchise locations and/or that there was a danger to all of Defendants' customers and/or that there was a problem of women being sexually assaulted at their Massage Luxe franchise locations by its massage therapists, including but not limited to Robinson.

158. Instead of informing the public generally, and all of Defendants' customers specifically, about the numerous incidents and/or allegations of customers being sexually assaulted

at its franchise locations by massage therapists, Defendants intentionally and falsely told Plaintiff and all of Defendants' customers that its customers would not be sexually assaulted during a massage, that customer safety is a top priority for Defendants, that Defendants carefully select, train, and supervise their massage therapists, and that Defendants' customers will have a positive experience upon receiving spa services from Massage Luxe.

159. In furtherance of said conspiracy and agreement, Defendants engaged in fraudulent representations, omissions and concealment of facts, acts of cover-up and statements calculated to obtain Plaintiff and all of Defendants' customers as massage customers in their Massage Luxe franchise locations for the benefit of Defendants and as set forth in detail in the foregoing paragraphs.

160. All of the actions of Defendants set forth in the preceding paragraphs were in violation of the rights of Plaintiff and committed in furtherance of the aforementioned conspiracies and agreements. Moreover, MLI and MLW each lent aid and encouragement and knowingly financed, ratified, and adopted the acts of the other.

161. Because the actions of MLW as alleged herein were within the scope and in furtherance of its agency and service for MLI, MLI is vicariously liable for the actions of MLW and the damages resulting therefrom.

162. As a direct and proximate result of the foregoing violations, Plaintiff suffered and will 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. Plaintiff was prevented and will continue to be prevented from performing her daily activities and obtaining the full enjoyment of life and has sustained and continue to sustain loss of earnings and earning capacity.

163. Furthermore, Defendants' above-described actions and omissions were made with willful and conscious disregard for Plaintiff's rights. Accordingly, punitive damages should be awarded against Defendants to punish them.

DAMAGES

164. Plaintiff hereby incorporates 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-adopts and re-alleges each such allegation.

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

- a. Bodily injuries, permanent in nature, which have affected her 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 Plaintiff ; and
- g. Other damages allowable at law, including medical expenses incurred in the past, present and future, and attorneys' fees and costs.

WHEREFORE, Plaintiff moves this Court for Judgement against Defendants, jointly and severally, in the amount of TWENTY-FIVE MILLION DOLLARS (\$25,000,000.00) in compensatory damages, THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in punitive damages, plus interest from October 6, 2020, pursuant to § 8.01-382 of the Code of Virginia, (1950), as amended, and the costs expended in this action as well as a reasonable attorney's fee.

JURY DEMAND

The Plaintiff demands 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 Plaintiff.

M.D. JANE DOE

By: 

Of Counsel

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