

CAUSE NO. DC-21-08859

JANE DOE 1, JANE DOE 3,
and JANE DOE 4,

Plaintiffs,

v.

WILLIAM HUTCHINSON,
DUNHILL PARTNERS, INC., 1900
HI LINE DUNHILL LLC, and
VIRGIN HOTELS DALLAS, LLC.,

Defendants.

§
§
§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF
DALLAS COUNTY, TEXAS
193rd JUDICIAL DISTRICT

PLAINTIFFS' THIRD AMENDED PETITION

JANE DOE 1¹, JANE DOE 3, and JANE DOE 4² (hereinafter collectively referred to as “Plaintiffs”) file this Third Amended Petition complaining of WILLIAM HUTCHINSON, DUNHILL PARTNERS, INC., VIRGIN HOTELS DALLAS, LLC, and 1900 HI LINE DUNHILL LLC, and would respectfully show this Court as follows:

I.
DISCOVERY CONTROL PLAN

1. Pursuant to Rules 190.1 and 190.4 of the Texas Rules of Civil Procedure, Plaintiffs file this petition under a Level 3 Discovery Control Plan.

II.
PARTIES

2. Plaintiff, Jane Doe 1, is an individual residing in McLennan County, Texas.

3. Plaintiff, Jane Doe 3, is an individual residing in Dallas County, Texas.

¹ In the Original Petition and First Amended Petition, Jane Doe 1 was referred to as simply “Jane Doe.”

² Jane Doe 3 and Jane Doe 4 are used here as pseudonyms to differentiate Jane Does 3 and 4 from a suit brought against several of the same defendants on behalf of “Jane Doe 2” in *Dad Doe as Next Friend of Jane Doe 2, a minor v. William Hutchinson et al.*, Cause No. DC-21-10964, 134th Judicial District Court of Dallas County, Dallas, Texas.

4. Plaintiff, Jane Doe 4, is an individual residing in Dallas County, Texas.

5. Defendant, William “Bill” Hutchinson (“Hutchinson”), is an individual residing in Dallas County, Texas. Defendant Hutchinson has already been served with process and made an appearance. To the extent necessary, Defendant Hutchinson may be served with process at his business address at 3100 Monticello Avenue, Suite 300, Dallas, Texas 75205, or wherever Defendant may be found.

6. Defendant, Dunhill Partners, Inc. (“Dunhill”), is a corporation having its principal place of business in Dallas County, Texas. Defendant Dunhill has already been served with process and made an appearance. To the extent necessary, Defendant Dunhill may be served with process through its registered agent, Timothy Denker at 3100 Monticello Avenue, Suite 300, Dallas, Texas, or wherever Defendant Dunhill and/or its registered agent may be found.

7. Plaintiffs specifically (and respectively) invoke the right to institute this suit against whatever entity was conducting business using the assumed or common name of “Dunhill Partners, Inc.” regarding the events described in this Petition. Plaintiffs expressly invoke their respective right under Rule 28 of the Texas Rules of Civil Procedure to have the true name of this party substituted at a later time upon the motion of any party or of the Court.

8. Defendant, 1900 Hi Line Dunhill LLC (“Dunhill Apartments”), is a limited liability company having its principal place of business in Dallas County, Texas. To the extent necessary, Defendant Dunhill Apartments may be served with process through its registered agent, Dunhill Partners, Inc. at 3100 Monticello Avenue, Suite 300, Dallas, Texas, or wherever Defendant Dunhill Apartments and/or its registered agent may be found.

9. Plaintiffs specifically, and respectively, invoke the right to institute this suit against whatever entity was conducting business using the assumed or common name of “Dunhill

Apartments,” regarding the events described in this Petition. Plaintiffs expressly invoke their respective right under Rule 28 of the Texas Rules of Civil Procedure to have the true name of this party substituted at a later time upon the motion for any party or of the Court.

10. Defendant, Virgin Hotels Dallas, LLC (“Virgin”), is a foreign limited liability company with its principal place of business in Miami, Florida. Defendant Virgin has already been served with process and made an appearance. To the extent necessary, Defendant Virgin may be served with process through its registered agent, InCorp Services, Inc., 815 Brazos Street, Suite 500, Austin, Texas 78701, or wherever this Defendant and/or registered agent may be found.

11. Plaintiffs specifically, and respectively, invoke the right to institute this suit against whatever entity was conducting business using the assumed or common name of “Virgin Hotels,” regarding the events described in this Petition. Plaintiffs expressly invoke their respective right under Rule 28 of the Texas Rules of Civil Procedure to have the true name of this party substituted at a later time upon the motion for any party or of the Court.

III. JURISDICTION

12. This Court has jurisdiction of the subject matter of this lawsuit and the amount in controversy is above the minimum jurisdictional limits of this Honorable Court. Plaintiffs each seek monetary relief over \$1,000,000.00.

IV. VENUE

13. Venue is proper as to Plaintiffs’ respective claims against Defendants in Dallas County, Texas pursuant to §§ 15.002(a)(1), 15.002(a)(2), and 15.002(a)(3) of the Texas Civil Practice and Remedies Code because a substantial part of the events or omissions giving rise to the claim occurred in Dallas County, Defendant Hutchinson’s residence at the time of the causes

of action accrued was in Dallas County, and Defendant Dunhill and Defendant Dunhill Apartments have their principal offices in this state in Dallas County. Venue is proper for all Defendants pursuant to § 15.005 of the Texas Civil Practice and Remedies Code.

V.
FACTS

14. Defendant William “Bill” Hutchinson is a well-known Dallas entrepreneur and property developer. He and his company, Defendant Dunhill Partners, Inc., partially own and operate the Dallas Virgin Hotel, which is co-owned and co-operated by Defendant Virgin Hotels Dallas, LLC. Hutchinson is the President of, and has an ownership interest in, Defendant Dunhill Apartments, which is the entity that owns the Dunhill Design District Apartments, which are located across the street from the Dallas Virgin Hotel. Hutchinson is well-known for cultivating sexual relationships with vulnerable young women.

15. Hutchinson has starred on a reality TV show called *Marrying Millions*, which featured his relationship with his girlfriend, who is roughly forty years younger than Hutchinson.³ His actions and intentions towards women are not limited to legal means. He currently faces criminal charges for sexually assaulting a seventeen-year-old young woman after plying her with alcohol and illicit drugs.⁴ As described below, all Plaintiffs were similar victims to Hutchinson.

16. Defendant Virgin has a self-imposed commitment to safety.

17. Defendant Virgin’s mission statement provides: “Our mission is to be the most irresistible hospitality brand and our purpose is to make sure that Everyone Leaves Feeling Better. We accomplish both of these things through providing heartfelt customer experiences to our

³ <https://people.com/tv/marrying-millions-star-and-hotel-developer-bill-hutchinson-charged-with-sexually-assaulting-teen/>.

⁴ <https://www.yahoo.com/entertainment/marrying-millions-star-bill-hutchinson-144043047.html>.

guests, and by empowering and supporting our teammates who are on the front lines to deliver on this. We believe our team should be reflective of the world. We welcome all, regardless of race, ethnicity, country of origin, sexual orientation, gender, disability, spiritual beliefs or any other component of identity. It is important for us to create an environment where all feel safe, valued and welcome.”

FACTS RELATED TO CLAIMS OF PLAINTIFF JANE DOE 1

18. Plaintiff Jane Doe 1 is a young woman studying business at a prominent Texas university. She became acquainted with Defendant Hutchinson on social media, and they soon began to direct message back and forth on Instagram. Jane Doe 1 was interested in Hutchinson’s successful business career and hoped to receive career advice from Hutchinson or maybe a connection for a job or internship. Jane Doe 1 forwarded her résumé to Hutchinson at his request and soon relayed her life story to Hutchinson—confiding in him about hardships she had faced throughout her life as well as her educational and career goals. Jane Doe 1 made it very clear that she sought a professional relationship with Hutchinson.

19. Defendant Hutchinson had a different plan and continued his efforts to cross the line. Hutchinson knew that Jane Doe 1 had experienced a series of hardships and used this knowledge to attempt to manipulate and seek sex from Jane Doe 1. He manipulated and sought sex from Jane Doe 1 even though she had told him several times that she was only interested in friendship and mentorship from Hutchinson as it pertained to his success in real estate and business.

20. Over time, Hutchinson arranged for Jane Doe 1 to meet him in Dallas. In agreeing to meet with him, Jane Doe 1 was under the impression that Hutchinson would speak to her about the real estate business and help her with professional opportunities. Hutchinson had his driver

from the Dallas Virgin Hotel pick up Jane Doe 1 from her home nearly 100 miles away and drive her to the Dallas Virgin Hotel, owned, operated, and controlled by Defendants Dunhill and Virgin.

21. On or about June 6, 2020, Jane Doe 1 met with Hutchinson on the premises of the Dallas Virgin Hotel, owned, operated, and controlled by Defendants Dunhill and Virgin. At this meeting, Hutchinson assaulted Jane Doe 1 and attempted to sexually assault Jane Doe 1. During this meeting, Hutchinson ordered numerous alcoholic beverages and provided alcohol to Jane Doe 1 without identifying her age or if she could legally consume alcohol. Hutchinson encouraged Jane Doe 1 to drink alcoholic beverages to the point where she was intoxicated. Jane Doe 1 consumed the alcohol supplied by Hutchinson and became intoxicated.

22. Hutchinson then took Jane Doe 1 to an apartment near the hotel that he owned, the Dunhill Apartments. Jane Doe 1 was so intoxicated that she could not walk straight. Despite being clearly intoxicated, Hutchinson continued to intimately touch Jane Doe 1 without her consent. Jane Doe 1 made efforts not to go into the apartment by suggesting they go to a public place, like the pool. Unfortunately, she was unable to convince Hutchinson to go to the pool.

23. Once in the apartment, Hutchinson took Jane Doe 1 into a bedroom and tried to get Jane Doe 1 to lay down on the bed with him. Jane Doe 1 did not wish to go into the bedroom with Hutchinson. Hutchinson pulled Jane Doe 1 into the bedroom and pushed her down on the bed. Upon forcing Jane Doe 1 onto the bed, Hutchinson attempted to force himself onto her. Hutchinson grabbed Jane Doe 1's hand and put it on his penis. Hutchinson refused to let Jane Doe 1 go, despite the fact that she was intoxicated and unable to consent. Jane Doe 1 repeatedly told Hutchinson "no," but Hutchinson did not listen. Hutchinson touched Jane Doe 1's breast and butt without her consent. Jane Doe 1 continued to communicate to Hutchinson that she did not want to be touched in a sexual manner and told Hutchinson "get off of me." Throughout his assaultive touching of

Jane Doe 1's private areas, the forced touching of Hutchinson's penis, and the attempted sexual assault, Hutchinson told Jane Doe 1 to take off her shirt and to kiss him. Hutchinson repeatedly asked Jane Doe 1 if she was a virgin, and he told her that he wanted to have sex with her. Jane Doe 1 did not want any of this. Jane Doe 1 kicked Hutchinson off of her, prompting Hutchinson to comment on Jane Doe 1's strength. At some point during this exchange, Jane Doe 1 hit record on her cell phone that was in her hand⁵ and captured a portion of Hutchinson's forceful and unwanted harassment and assaultive behavior on video, hoping this would deter his behavior.

24. Jane Doe 1 later learned from Defendant Hutchinson's driver, who upon information and belief, was employed by Defendant Dunhill or Defendant Virgin, that Hutchinson had displayed a similar pattern of behavior with numerous other young women. Hutchinson's driver told Jane Doe 1 that Hutchinson had committed other sexual assaults and inappropriate behavior towards other vulnerable young women, often on the premises of Defendant Dunhill's and Defendant Virgin's hotel. Upon information and belief, Defendant Dunhill and Defendant Virgin knew of Hutchinson's predatory and assaultive conduct, but did nothing to stop it, prevent it, or bar Hutchinson from the Dallas Virgin Hotel's premises. Knowing of Hutchinson's predatory behavior, Defendant Dunhill and Defendant Virgin allowed Hutchinson to commit further illegal acts against women.

FACTS RELATED TO CLAIMS OF PLAINTIFF JANE DOE 3

22. Jane Doe 3 was in her late 20s when she moved to Dallas, Texas, in pursuit of a job opportunity. Being in a new city without friends or a support system made Jane Doe 3 feel lonely and she was looking for support and connection. Because Jane Doe 3 was new to Dallas, she did

⁵ <https://www.youtube.com/watch?v=kUKy2D4hR9w&list=PLikil5oVwm-J1G9QwOkY3ce79XuQOOWMfr&index=10>.

not know anything about the Dallas Virgin Hotel. In the summer of 2020, Jane Doe 3 accompanied her friends to the Dallas Virgin Hotel for drinks. After being at the hotel for a while, Jane Doe 3 was ready to leave when some older men hit on her. Hutchinson then approached and jumped into the conversation to deflect from the attention of the other unwanted men and in an attempt to endear himself as a safe person to Jane Doe 3.

23. Over the course of the discussion, Hutchinson asked Jane Doe 3 questions about her personal life. He asked about her boyfriend, her family, and her job. In this initial conversation, Hutchinson learned that Jane Doe 3 had recently moved to Dallas.

24. As the conversation carried on, Hutchinson pushed Jane Doe 3 to give him her phone number, telling her that they could be friends and that he could help her establish connections, both business and social. At one point, to convince Jane Doe 3 to give him her phone number, Hutchinson asked, “Do you know who I am? I own this hotel.” He then proceeded to point at another well-known Dallas hotel and explained he owned that as well. Jane Doe 3 felt pressured and gave Hutchinson her phone number.

25. Over the course of two months, Hutchinson used his wealth and status to prey upon Jane Doe 3. Hutchinson exploited Jane Doe 3’s lack of support system and lack of any long-term friendships or family in Dallas.

26. In the summer of 2020, after their initial meeting at the Dallas Virgin Hotel, Hutchinson invited Jane Doe 3 to eat with him and his friends at a Mexican restaurant in the Knox-Henderson area of Dallas. Because Jane Doe 3 was looking for a way to make connections and meet more people in a new city, and because Hutchinson made the meal sound like a casual meeting of friends, she agreed to go. At the restaurant, Hutchinson introduced Jane Doe 3 to one other male friend of his.

27. Later in the summer of 2020, Hutchinson invited Jane Doe 3 to the Dallas Virgin Hotel's rooftop cabana for a party. Hutchinson told Jane Doe 3 that the Dallas Virgin Hotel was a fun hotel and told Jane Doe 3 that his friends were going to be there, too. Jane Doe 3 arrived at the rooftop that afternoon where she had a few alcoholic drinks and was introduced to more of Hutchinson's friends.

28. Even though Jane Doe 3 was consuming alcohol that evening, no one bothered to check whether she was old enough to drink, and Jane Doe 3 looks considerably younger than her actual age. As the evening went on, Hutchinson continued to scoot closer and closer to Jane Doe 3 to the point of discomfort for Jane Doe 3. Hutchinson then placed his hand on Jane Doe 3's thigh and held it, but she pushed him away. Eventually, Hutchinson's friends began leaving and the crowd began clearing out. Hutchinson then told Jane Doe 3 that his friends were going to be in a hotel room.

29. Hutchinson requested that Jane Doe 3 go to reception and pick up a room key for the room where they would meet his group of friends. Still believing that the group from the hotel bar were all going to the hotel room, Jane Doe 3 complied. Once she reached reception, Jane Doe 3 told the clerk Hutchinson's name and the clerk handed her a key.

30. Once Hutchinson and Jane Doe 3 got to the hotel room, Jane Doe 3 was taken aback because there was no one else inside, except Hutchinson, even though Hutchinson had told her that his friends were going to be in the room. Hutchinson had represented it as a group gathering in a separate location of the hotel.

31. But, Hutchinson had misrepresented the situation to Jane Doe 3. He took advantage of Jane Doe 3's intoxicated state to sexually assault Jane Doe 3, even after she made it clear she

did not want a sexual relationship with Hutchinson and said no to his sexual advances. Hutchinson ignored Jane Doe 3's inability to consent to sex and ignored the fact that Jane Doe 3 said "no."

32. Instead of respecting her refusal to consent to sexual contact, Hutchinson said to Jane Doe 3, "Oh well, you are already here." Jane Doe 3 was adamant that she did not want to have sex with Hutchinson, but he continued to proceed with sex despite her clear communication that she did not wish to proceed with sexual contact.

33. When Hutchinson forcefully pushed Jane Doe 3 onto the hotel bed, Jane Doe 3 was unable to do anything but freeze, which is a common trauma response for victims of sexual assault.⁶ Jane Doe 3 was in complete shock.

34. Completely disregarding Jane Doe 3's pleas to stop, Hutchinson forced himself onto Jane Doe 3. Hutchinson began to remove Jane Doe 3's clothes without her consent and proceeded with sexual intercourse and other sexual acts despite her communicating "no" at the start. Jane Doe 3 remained frozen throughout the assault.

35. Following the sexual assault, Jane Doe 3 went to her home and attempted to convince herself that she was alright, still in shock. Even though she had clearly said no, Jane Doe 3 felt as if the sexual assault was her fault. Jane Doe 3 took a morning-after pill because Hutchinson had not bothered to use a condom when he ejaculated inside of her without her consent during the sexual assault.

36. In the weeks and months following the first sexual assault, Jane Doe 3, like many victims of sexual assault, coped with the trauma and shame of being taken advantage of by Hutchinson by ignoring it as best she could and not labeling it for what it was. Jane Doe 3 tried for

⁶ James W. Hopper, Ph.D., "Why Many Rape Victims Don't Fight or Yell," *The Washington Post* (June 23, 2015) available at <https://www.washingtonpost.com/news/grade-point/wp/2015/06/23/why-many-rape-victims-dont-fight-or-yell/>

months to stuff down the shame, embarrassment, and trauma connected to Hutchinson's sexual assault of her. She continued communicating with Hutchinson for a time after, because for her that was a way to disregard her own victimization as well. Hutchinson acted like nothing had happened after the assault. In the weeks and months afterward, as a result of the sexual assault, Jane Doe 3 felt bad and terrible, and she was plagued with shame and disgust.

37. After some time had passed, Jane Doe 3 and a male friend went to the Dallas Virgin Hotel pool for the afternoon. While at the pool, Jane Doe 3 and her friend saw Hutchinson. Jane Doe 3 and her friend spoke with Hutchinson and Hutchinson's friends. Jane Doe 3 spent a few hours at the pool where she consumed numerous alcoholic drinks. Eventually, her friend left the pool and hotel.

38. After the pool, Hutchinson then asked Jane Doe 3 to dinner with Hutchinson and his friends at the restaurant in the Dallas Virgin Hotel. While they ate dinner, Hutchinson spoke to Jane Doe 3 about his business and provided Jane Doe 3 several glasses of wine. Hutchinson offered to help Jane Doe 3 with business and offered to get her a job with his partners at Dunhill.

39. Jane Doe 3 recalls being unusually and heavily intoxicated as the evening progressed. Portions of the night after dinner are missing from Jane Doe 3's memory, but she recalls being taken by Hutchinson to the Dunhill Design District Apartments nearby the Dallas Virgin Hotel, which is now known to have been used by Hutchinson to assault other victims and which is owned by Hutchinson, Defendant Dunhill, and/or Defendant Dunhill Apartments. Jane Doe 3 recalls struggling to talk properly and walk in the pieces after dinner she can recall from that night.

40. After dinner, Hutchinson then proceeded to sexually assault Jane Doe 3 for the second time. Jane Doe 3 recalls being on a large bed while Hutchinson proceeded to penetrate her

anally without her consent. Jane Doe 3 had no ability or capacity to consent due to her intoxication. This forced anal penetration caused Jane Doe 3 immense pain, and not only did she lack the capacity to consent, but had she been able to consent, she would not have consented to this sexual act with Hutchinson or at all. Jane Doe 3 recalls throwing up in the shower and feeling embarrassed as she attempted to clean up her vomit but struggled to do so because she was intoxicated.

41. Following the second sexual assault, Jane Doe 3 felt severe physical pain that lasted for days. Beyond the physical pain of the sexual assault, Jane Doe 3 continued to experience extreme levels of shame and embarrassment related to the sexual assaults that she tried to bottle up.

42. Furthermore, Jane Doe 3 discovered that she had contracted an incurable sexually transmitted disease that she did not have prior to the sexual assaults by Hutchinson. Upon information and belief, Hutchinson knew that he had this sexually transmitted disease before he sexually assaulted Jane Doe 3. By failing to use a condom when he sexually assaulted her, Hutchinson knowingly gave Jane Doe 3 the incurable sexually transmitted disease.

43. In January 2021, as a result of the sexual assaults and misconduct by Hutchinson, Jane Doe 3 sought out counseling and mental health treatment and support. Jane Doe 3 experienced and continues to experience anxiety. She was subsequently prescribed anti-anxiety medication, despite never needing to have to use anti-anxiety medication prior to the sexual assaults by Hutchinson.

44. As with many victims who are afraid to report the sexual misconduct and sexual violence of wealthy and powerful men, Jane Doe 3 feared for a time afterwards what reporting or taking legal action could do to her life because of Hutchinson's purported connections and stature in the Dallas business community.

FACTS RELATED TO CLAIMS OF PLAINTIFF JANE DOE 4

45. Plaintiff Jane Doe 4 was in her late 20s when she first met Hutchinson. She met Hutchinson at a political event she worked that he hosted at his home in Highland Park. The two exchanged contact information at that event and saw each other at various social outings as Jane Doe 4 had friends in common with Hutchinson's circle of friends. Jane Doe 4 looked up to Hutchinson as a mentor because he had mentored the person Jane Doe 4 worked for when she first met Hutchinson

46. In the spring of 2019, Jane Doe 4 told Hutchinson she was looking for a new place to live. Jane Doe 4 was going through a rough point in her life and was particularly vulnerable—a fact Hutchinson knew and exploited. Hutchinson told Jane Doe 4 that he could get her an apartment at a complex he owned and that Jane Doe 4 would not need to go through the usual application process for the apartment.

47. Hutchinson offered to show Jane Doe 4 the apartment complex, which was the Dunhill Apartments. Jane Doe 4 met Hutchinson at a restaurant near the Dunhill Apartments, where Hutchinson ordered them some alcoholic drinks. After Hutchinson paid the bill at the restaurant, he took Jane Doe 4 over to Dunhill Apartments and showed her an apartment on the first floor. The apartment had furniture in it, and when Jane Doe 4 went into the apartment's bathroom, she saw a custom dental kit with a woman's name on it. Hutchinson claimed it belonged to his partner's girlfriend.

48. After buying Jane Doe 4 alcoholic drinks at the restaurant where they had met prior to coming to the Dunhill Apartments, Hutchinson continued to supply alcohol to Jane Doe 4 by opening a bottle of wine at the apartment he showed her. Jane Doe 4 continued to explore the apartment and, at one point, when she turned around, she was shocked to find that Hutchinson had completely undressed. Jane Doe 4 was very taken aback as she had always been very clear with

Hutchinson that she did not want to have a physical relationship with him, though he constantly brought it up and had tried to pressure her before.

49. Hutchinson forcefully guided her to the bedroom, pulling and pushing her toward the bedroom as she tried to get away. Once in the bedroom, Hutchinson told her to touch him, but she did not want to. Though she continued to resist him, Jane Doe 4 was not strong enough to fight him off, and Hutchinson undressed her. He instructed her to perform oral sex on him, but she refused. He then began to touch her all over her body without her consent and forced sexual intercourse on her. After he finished, Hutchinson finally let Jane Doe 4 up off the bed. She proceeded to get dressed, left the apartment, and walked to pick up her car from the restaurant.

50. Jane Doe 4 tried to put the sexual assault out of her mind. Avoidance and blocking out traumatic memories are common responses to sexual trauma.

51. Sometime after the first sexual assault, Jane Doe 4 agreed to have dinner with Hutchinson and a number of other people. Hutchinson posed the outing to her as an opportunity for a potential job. Jane Doe 4 met Hutchinson and others for dinner at the Virgin Hotel in Dallas. Jane Doe 4 remembers everyone drinking wine and cocktails at the table, and she remembers ordering her food. However, the next thing Jane Doe 4 remembers is waking up in a hotel room at the Virgin Hotel, half-dressed, with Hutchinson in the room. Jane Doe 4 does not know how she got up to the hotel room, but remembers Hutchinson being present in the room and remembers her body feeling like sexual activity had occurred. Jane Doe 4 did not have the capacity to consent to any sexual activity due to intoxication by alcohol on this date.

52. Again, Jane Doe 4 avoided thinking about what had happened, not able to deal with the trauma of being assaulted a second time.

53. Some time later, during the summer of 2020, Jane Doe 4 got a job at the Virgin Hotel in Dallas for a short period of time. While working at the Virgin Hotel, Jane Doe 4 heard other employees talking about Hutchinson and it appeared that Hutchinson and his business partner, could use hotel rooms at the Virgin Hotel however they wanted and that both spent a lot of time with much younger women.

54. In April 2021, Jane Doe 4 met two of her friends for dinner at a restaurant in the Knox-Henderson area. Shortly after Jane Doe 4 and her friends were seated at the restaurant, Hutchinson showed up. Hutchinson sat next to Jane Doe 4 at the table, and the group drank some wine. Jane Doe 4 remembers everyone sitting at the table and looking at the menu, and then her memory goes blank. Her next memory was being at Hutchinson's office with Hutchinson trying to get physical with her in a sexual manner when she was again unable to consent because of heavy intoxication by alcohol. Jane Doe 4 started crying hysterically and desperately wanted to get away from Hutchinson. She pushed him and tried to run out of the office. While attempting to flee, Jane Doe 4 ran into a glass door in the office very hard, which caused her physical pain and injury.

55. Jane Doe 4 did not communicate with Hutchinson after that, though he has continued to reach out to Jane Doe 4.

VI. CAUSES OF ACTION

CAUSES OF ACTION ASSERTED BY PLAINTIFF JANE DOE 1

A. ASSAULT & BATTERY AGAINST HUTCHINSON

56. Plaintiff Jane Doe 1 realleges and incorporates by reference the allegations contained in the previous paragraphs.

57. The acts committed by Defendant Hutchinson against Jane Doe 1 described herein constitute assault and battery, actionable under the laws of Texas.

58. Defendant Hutchinson committed nonconsensual sexual acts and nonconsensual sexual touching which resulted in harmful or offensive contact with Jane Doe 1.

59. Specifically, Defendant Hutchinson committed acts which caused injury to Jane Doe 1 by subjecting her to an imminent battery and/or intentional invasions of her rights to be free from offensive and harmful contact, and said conduct demonstrated that Defendant Hutchinson had a present ability to subject Plaintiff to an immediate, intentional, offensive, and harmful touching.

60. Defendant Hutchinson assaulted and battered Jane Doe 1 by nonconsensual and unwanted touching and attempted rape.

61. Jane Doe 1 did not consent to the contact, which caused serious injury, pain, damage, loss, and/or harm.

B. NEGLIGENCE AS TO INVITEE AGAINST DEFENDANTS DUNHILL, DUNHILL APARTMENTS, AND VIRGIN (PREMISES LIABILITY)

62. Plaintiff Jane Doe 1 incorporates each of the foregoing paragraphs as if they were fully set forth herein.

63. At the time of the sexual assaults she suffered, Jane Doe 1 was an invitee on the premises of Defendants Dunhill, Dunhill Apartments, and Virgin property because she was brought to the property by Defendant Hutchinson, a principal with Dunhill who was in business with Virgin and who has an ownership stake in the Dunhill Apartments. Further, Jane Doe 1 patronized a restaurant on the premises.

64. Defendant Dunhill's, Dunhill Apartments', and Defendant Virgin's conduct constituted a breach of the duty of ordinary care owed by them to Jane Doe 1. Defendants Dunhill, Dunhill Apartments, and Virgin knew or should have known about potentially dangerous situations that could occur given Hutchinson's past behavior.

65. Further, Defendants Dunhill, Dunhill Apartments, and Virgin were negligent, among other ways, in:

- a. Failing to properly hire, train and supervise its employees, agents, representatives, workers, managers, staff, associates, and/or independent contractors;
- b. Failing to implement and/or maintain the most basic of security measures;
- c. Creating a false and misleading sense of security for persons on its premises such as by making claims about Defendants Dunhill's and Virgin's commitment to safety;
- d. Failing to have an adequate number of employees monitoring video surveillance;
- e. Failing to appropriately train employees, agents, representatives, workers, managers, staff, associates, and/or independent contractors to monitor such cameras and timely report perceived criminal activity or respond when a person requests or needs assistance;
- f. Failing to have adequate security policies and protocols; and/or
- g. Failing to train employees, agents, representatives, workers, managers, staff, associates, and/or independent contractors in basic security measures, including but not limited to the danger posed by Defendant Hutchinson.

66. Defendants Dunhill's, Dunhill Apartments' and Virgin's failure to exercise ordinary care created an unreasonable risk of harm that was foreseeable as to invitees on the premises.

67. Each of Defendants Dunhill's, Dunhill Apartments', and Virgin's acts or omissions, taken singularly or in combination, was a proximate cause of Jane Doe 1's injuries and damages.

C. NEGLIGENCE AS TO LICENSEE AGAINST DEFENDANTS DUNHILL, DUNHILL APARTMENTS, AND VIRGIN (PREMISES LIABILITY)

68. Plaintiff Jane Doe 1 incorporates each of the foregoing paragraphs as if they were fully set forth herein.

69. Pleading in the alternative, Jane Doe 1 was a licensee on Defendants' premises because she was brought to the hotel by Hutchinson, Defendant Dunhill's principal and Defendant Virgin's business associate, and she was brought to an apartment owned by Defendant Dunhill Apartments.

70. As described previously, the known activity of Hutchinson on and around the premises of Defendants Dunhill, Dunhill Apartments, and Virgin posed an unreasonable and foreseeable risk of harm to licensees like Jane Doe 1.

71. Defendants Dunhill, Dunhill Apartments, and Virgin breached their duty of ordinary care by not making the condition reasonably safe.

72. Defendants Dunhill's, Dunhill Apartments', and Virgin's failure to exercise ordinary care created an unreasonable risk of harm that was foreseeable as to licensees on the premises.

73. As described above, each of Defendants Dunhill's, Dunhill Apartments', and Virgin's acts or omissions, taken singularly or in combination, was a proximate cause of Jane Doe 1's injuries and damages.

74. As a result of the acts of negligence complained herein, Jane Doe 1 has sustained damages in a sum within the minimal jurisdictional limits of this Court. However, Jane Doe 1 reserves the right to amend and plead for such other and different amounts of damages as the treatment and condition of Jane Doe 1 shall from time to time indicate before the trial of this cause of action.

D. RESPONDEAT SUPERIOR

75. Plaintiff Jane Doe 1 incorporates each of the foregoing paragraphs as if they were fully set forth herein.

76. Defendants Dunhill and Virgin employed and/or held out its associates at the front desk and throughout the hotel to be Defendants Dunhill's and Virgin's agents and/or representatives. Therefore, Defendants Dunhill and Virgin are liable for the negligence of its employees during the course and scope of their employment with Defendants Dunhill and/or Virgin. Specifically, Defendants Dunhill's and Virgin's employees, acting within the course and scope of their employment had a general duty to exercise reasonable care in performing their work. Such employees, however, failed to exercise reasonable care. As a result, Defendants Dunhill and Virgin are liable for Jane Doe 1's injuries and damages.

E. NEGLIGENCE FAILURE TO PROTECT

77. Plaintiff Jane Doe 1 incorporates each of the foregoing paragraphs as if they were fully set forth herein.

78. Given Defendants Dunhill's, Dunhill Apartments', and Virgin's knowledge of Defendant Hutchinson's behavior, it is reasonably foreseeable that sexual assaults could occur if Defendants Dunhill, Dunhill Apartments, and Virgin failed to take proper procedures.

79. Defendants Dunhill, Dunhill Apartments, and Virgin had a duty to protect Jane Doe 1 and others in Jane Doe 1's situation against the risk of injury by Defendant Hutchinson.

80. Defendants Dunhill, Dunhill Apartments, and Virgin acknowledged their duties of responsibility for safety to their employees, agents, representatives, workers, managers, associates, staff, and/or independent contractors.

81. Defendants Dunhill, Dunhill Apartments, and Virgin breached this duty by failing to protect Jane Doe 1 from the acts of Defendant Hutchinson. As a result, Jane Doe 1 suffered serious injuries and damages.

F. NEGLIGENT FAILURE TO TRAIN OR EDUCATE

82. Plaintiff Jane Doe 1 incorporates each of the foregoing paragraphs as if they were fully set forth herein.

83. Defendants Dunhill, Dunhill Apartments, and Virgin breached their duty to take reasonable protective measures to protect Jane Doe 1 from sexual assault by Hutchinson by failing to properly train or educate Defendants Dunhill's, Defendant Dunhill Apartments', and Virgin's employees, agents, representatives, workers, managers, associates, and/or independent contractors on how to avoid such a risk. As a result, Jane Doe 1 suffered serious injuries and damages.

G. KIDNAPPING AND FALSE IMPRISONMENT AGAINST HUTCHINSON

84. Plaintiff Jane Doe 1 incorporates each of the foregoing paragraphs as if they were fully set forth herein.

85. The acts committed by Defendant Hutchinson against Jane Doe 1 described herein constitute kidnapping and false imprisonment, actionable under the laws of Texas.

86. Defendant Hutchinson willfully detained Jane Doe 1 without her consent and without any legal authority or justification to detain Jane Doe 1. Hutchinson ignored Jane Doe 1's pleas to release her.

87. As alleged in the foregoing paragraphs, Defendant Hutchinson pushed Jane Doe 1 down onto the bed while Jane Doe 1 was intoxicated and therefore unable to consent. Defendant Hutchinson refused to let Jane Doe 1 go, even after she repeatedly told him "no."

88. Defendant Hutchinson's acts caused injury, pain, damage, loss, and/or harm to Jane

Doe 1.

CAUSES OF ACTION ASSERTED BY PLAINTIFF JANE DOE 3

A. SEXUAL ASSAULT AGAINST HUTCHINSON

89. Plaintiff Jane Doe 3 realleges and incorporates by reference the allegations contained in the previous paragraphs.

90. Defendant Hutchinson committed the felony criminal offenses of assault and sexual assault upon Plaintiff Jane Doe 3. Under Texas law, the elements of assault are the same in civil and criminal suits, and it is the law of this state that an assault is both of offense against the peace and dignity of the state as well as an invasion of privacy rights and a civil tort. For that reason, the definition of assault, whether criminal or civil trial, is the same. Defendant Hutchinson's conduct as alleged above constitute sexual assault and is actionable under the laws of Texas.

91. Defendant Hutchinson committed sexual assault upon Plaintiff Jane Doe 3 on two separate occasions. As described above, during the first sexual assault, Defendant Hutchinson intentionally and knowingly forced his penis into Plaintiff Jane Doe 3's vagina without her consent. During the second sexual assault, Defendant Hutchinson intentionally and knowingly penetrated Plaintiff Jane Doe 3's anus without her consent. During both assaults, Hutchinson intentionally and knowingly performed oral sex upon Plaintiff Jane Doe 3 without her consent.

92. Defendant Hutchinson's sexual assault upon Plaintiff Jane Doe 3 caused injury, pain, damage, loss, and/or harm.

B. ASSAULT & BATTERY AGAINST HUTCHINSON – COUNT I

93. Plaintiff Jane Doe 3 realleges and incorporates by reference the allegations contained in the previous paragraphs.

94. The acts committed by Defendant Hutchinson against Plaintiff Jane Doe 3 described herein constitute assault and battery, actionable under the laws of Texas.

95. Defendant Hutchinson committed nonconsensual sexual acts and nonconsensual sexual touching that resulted in harmful and offensive contact with Plaintiff.

96. Specifically, Defendant Hutchinson committed acts that caused injury to Plaintiff Jane Doe 3 by subjecting her to an imminent battery and/or intentional invasions of her rights to be free from offensive and harmful contact, and said conduct demonstrated that Defendant Hutchinson had a present ability to subject Plaintiff Jane Doe 3 to an immediate, intentional, offensive, and harmful touching.

97. Defendant Hutchinson assaulted and battered Plaintiff Jane Doe 3 by nonconsensual and unwanted touching and rape.

98. Plaintiff Jane Doe 3 did not consent to the contact, which caused injury, pain, damage, loss, and/or harm.

C. ASSAULT & BATTERY AGAINST HUTCHINSON – COUNT II

99. Plaintiff Jane Doe 3 incorporates each of the foregoing paragraphs as if they were fully set forth herein.

100. The acts committed by Defendant Hutchinson against Plaintiff Jane Doe 3 described herein constitute assault and battery, actionable under the laws of Texas.

101. Defendant Hutchinson committed nonconsensual sexual acts and nonconsensual sexual touching that resulted in harmful or offensive contact with Plaintiff.

102. Specifically, Defendant Hutchinson committed acts that caused injury to Plaintiff Jane Doe 3 by subjecting her to an imminent battery and/or intentional invasions of her rights to be free from offensive and harmful contact, and said conduct demonstrated that Defendant Hutchinson had a present ability to subject Plaintiff Jane Doe 3 to an immediate, intentional, offensive, and harmful touching.

103. Defendant Hutchinson assaulted and battered Plaintiff Jane Doe 3 by transmitting a sexually transmitted disease to her when he subjected Plaintiff Jane Doe 3 to nonconsensual and unwanted touching and rape.

104. Plaintiff Jane Doe 3 did not consent to the contact, which caused injury, pain, damage, loss, and/or harm.

D. NEGLIGENCE AGAINST HUTCHINSON

105. Plaintiff Jane Doe 3 incorporates each of the foregoing paragraphs as if they were fully set forth herein.

106. Defendant Hutchinson breached his duty to prevent the spread of sexually transmitted diseases. Defendant Hutchinson breached this duty by subjecting Plaintiff Jane Doe 3 to nonconsensual and unwanted touching and rape, and in the course of the nonconsensual and unwanted touching and rape, failing to use a condom. As a result, Jane Doe 3 suffered serious injuries and damages.

E. NEGLIGENCE AS TO INVITEE AGAINST DEFENDANTS DUNHILL, DUNHILL APARTMENTS, AND VIRGIN (PREMISES LIABILITY)

107. Plaintiff Jane Doe 3 incorporates each of the foregoing paragraphs as if they were fully set forth herein.

108. At the time of the sexual assaults she suffered, Plaintiff Jane Doe 3 was an invitee on the properties of Defendants Dunhill, Dunhill Apartments, and Virgin because she was brought

onto the property by Defendant Hutchinson, a principal with Dunhill who was in business with Virgin, and who has an ownership stake in the Dunhill Apartments. Further, Plaintiff Jane Doe 3 patronized a restaurant on the premises of the Dallas Virgin Hotel.

109. Defendant Dunhill's, Dunhill Apartments', and Defendant Virgin's conduct constituted a breach of the duty of ordinary care owed by Defendants Dunhill, Dunhill Apartments, and Virgin to Plaintiff Jane Doe 3. Defendants Dunhill, Dunhill Apartments, and Virgin knew or should have known about potentially dangerous situations that could occur given Defendant Hutchinson's past behavior.

110. Further, Defendants Dunhill, Dunhill Apartments, and Virgin were negligent, among other ways, in:

- a. Failing to properly hire, train, and supervise their employees, agents, representatives, workers, managers, staff, associates, and/or independent contractors;
- b. Failing to implement and/or maintain the most basic of security measures;
- c. Creating a false and misleading sense of security for persons on its premises such as by making claims about their commitment to safety;
- d. Failing to have an adequate number of employees monitoring video surveillance;
- e. Failing to appropriately train the employees, agents, representatives, workers, managers, staff, associates, and/or independent contractors to monitor such cameras and timely report perceived criminal activity or respond when a person requests or needs assistance;
- f. Failing to have adequate security policies and protocols; and
- g. Failing to train employees, agents, representatives, workers, managers, staff, associates, and/or independent contractors in basic security measures, including but not limited to the danger posed by Defendant Hutchinson.

111. Defendants Dunhill's, Dunhill Apartments', and Virgin's failure to exercise ordinary care created an unreasonable risk of harm that was foreseeable as to invitees on the premises.

112. Each of Defendants Dunhill's and Virgin's acts or omissions, taken singularly or in combination, was a proximate cause of Plaintiff Jane Doe 3's serious injuries and damages.

F. NEGLIGENCE AS TO LICENSEE AGAINST DEFENDANTS DUNHILL, DUNHILL APARTMENTS, AND VIRGIN (PREMISES LIABILITY)

113. Plaintiff Jane Doe 3 incorporates each of the foregoing paragraphs as if they were fully set forth herein.

114. Pleading in the alternative, Plaintiff Jane Doe 3 was a licensee on Defendants' premises because she was brought to the hotel by Hutchinson, Defendant Dunhill's principal and Defendant Virgin's business associate, and to the Dunhill Apartments, in which Hutchinson has an ownership interest.

115. As described previously, the known activity of Defendant Hutchinson on and around the premises of Defendants Dunhill, Dunhill Apartments, and Virgin posed an unreasonable and foreseeable risk of harm to licensees like Jane Doe 3.

116. Defendants Dunhill, Dunhill Apartments, and Virgin breached their duty of ordinary care by not making the condition reasonably safe.

117. Defendants Dunhill's, Dunhill Apartments', and Virgin's failure to exercise ordinary care created an unreasonable risk of harm that was foreseeable as to licensees on the premises.

118. As alleged above, each of Defendants Dunhill's, Dunhill Apartments', and Virgin's acts or omissions, taken singularly or in combination was a proximate cause of Plaintiff Jane Doe 3's injuries and damages.

119. As a result of the acts of negligence complained herein, Plaintiff Jane Doe 3 has sustained damages in a sum within the minimal jurisdictional limits of this Court. However, Plaintiff Jane Doe 3 reserves the right to amend and plead for such other and different amounts of damages as the treatment and condition of Plaintiff Jane Doe 3 shall from time to time indicate before the trial of this cause of action.

G. RESPONDEAT SUPERIOR

120. Plaintiff Jane Doe 3 realleges and incorporates by reference the allegations contained in the previous paragraphs.

121. Defendants Dunhill and Virgin employed and/or held out their associates at the front desk and throughout the hotel to be Defendants Dunhill and Virgin's agents and/or representatives. Therefore, Defendants Dunhill and Virgin are liable for the negligence of its employees, during the course and scope of their employment with Defendants Dunhill and Virgin. Specifically, Defendants Dunhill's and Virgin's employees, acting within the course and scope of their employment had a general duty to exercise reasonable care in performing their work. Such employees, however, failed to exercise reasonable care. As a result, Defendants Dunhill and Virgin are liable for Plaintiff Jane Doe 3's injuries and damages.

H. NEGLIGENCE FAILURE TO PROTECT

122. Plaintiff Jane Doe 3 realleges and incorporates by reference the allegations contained in the previous paragraphs.

123. Given Defendants Dunhill's, Dunhill Apartments', and Virgin's knowledge of Defendant Hutchinson's behavior, it is reasonably foreseeable that sexual assaults could occur if Defendants Dunhill, Dunhill Apartments, and Virgin failed to take proper procedures.

124. Defendants Dunhill, Dunhill Apartments, and Virgin had a duty to protect Plaintiff Jane Doe 3 and others in Plaintiff Jane Doe 3's situation against the risk of injury by Defendant Hutchinson.

125. Defendants Dunhill, Dunhill Apartments, and Virgin knew of and/or had acknowledged their duties of responsibility for the safety of its guests, including their invitees and licensees.

126. Defendants Dunhill, Dunhill Apartments, and Virgin breached this duty by failing to protect Plaintiff Jane Doe 3 from the acts of Defendant Hutchinson. As a result, Jane Doe 3 suffered serious injuries and damages.

I. NEGLIGENCE FAILURE TO TRAIN OR EDUCATE

127. Plaintiff Jane Doe 3 realleges and incorporates by reference the allegations contained in the previous paragraphs.

128. Defendants Dunhill, Dunhill Apartments, and Virgin breached their duty to take reasonable protective measures to protect Plaintiff Jane Doe 3 from sexual assault by Defendant Hutchinson by failing to properly train or educate Defendants Dunhill's, Defendant Dunhill Apartments', and Virgin's employees, agents, representatives, workers, managers, associates, and/or independent contractors on how to avoid such a risk. As a result, Jane Doe 3 suffered serious injuries and damages.

CAUSES OF ACTION ASSERTED BY PLAINTIFF JANE DOE 4

A. SEXUAL ASSAULT AGAINST HUTCHINSON

129. Plaintiff Jane Doe 4 realleges and incorporates by reference the allegations contained in the previous paragraphs.

130. Defendant Hutchinson committed the felony criminal offenses of assault and sexual assault upon Plaintiff Jane Doe 4. Under Texas law, the elements of assault are the same in civil

and criminal suits, and it is the law of this state that an assault is both of offense against the peace and dignity of the state as well as an invasion of privacy rights and a civil tort. For that reason, the definition of assault, whether criminal or civil trial, is the same. Defendant Hutchinson's conduct as alleged above constitute sexual assault and is actionable under the laws of Texas.

131. Defendant Hutchinson committed sexual assault upon Plaintiff Jane Doe 4. As described above, Defendant Hutchinson intentionally and knowingly forced his penis into Plaintiff Jane Doe 4's vagina without her consent.

132. Defendant Hutchinson's sexual assault upon Plaintiff Jane Doe 4 caused injury, pain, damage, loss, and/or harm.

B. ASSAULT & BATTERY AGAINST HUTCHINSON

133. Plaintiff Jane Doe 4 realleges and incorporates by reference the allegations contained in the previous paragraphs.

134. The acts committed by Defendant Hutchinson against Plaintiff Jane Doe 4 described herein constitute assault and battery, actionable under the laws of Texas.

135. Defendant Hutchinson committed nonconsensual sexual acts and nonconsensual sexual touching that resulted in harmful and offensive contact with Plaintiff.

136. Specifically, Defendant Hutchinson committed acts that caused injury to Plaintiff Jane Doe 4 by subjecting her to an imminent battery and/or intentional invasions of her rights to be free from offensive and harmful contact, and said conduct demonstrated that Defendant Hutchinson had a present ability to subject Plaintiff Jane Doe 4 to an immediate, intentional, offensive, and harmful touching.

137. Defendant Hutchinson assaulted and battered Plaintiff Jane Doe 4 by nonconsensual and unwanted touching and rape.

138. Plaintiff Jane Doe 4 did not consent to the contact, which caused injury, pain, damage, loss, and/or harm.

C. NEGLIGENCE AS TO INVITEE AGAINST DEFENDANTS DUNHILL, DUNHILL APARTMENTS, AND VIRGIN (PREMISES LIABILITY)

139. Plaintiff Jane Doe 4 incorporates each of the foregoing paragraphs as if they were fully set forth herein.

140. At the time of the sexual assaults she suffered, Plaintiff Jane Doe 4 was an invitee on the properties of Defendants Dunhill, Dunhill Apartments, and Virgin because she was brought onto the property by Defendant Hutchinson, a principal with Dunhill who was in business with Virgin, and who has an ownership stake in the Dunhill Apartments. Further, Plaintiff Jane Doe 4 patronized a restaurant on the premises of the Dallas Virgin Hotel.

141. Defendant Dunhill's, Dunhill Apartments', and Defendant Virgin's conduct constituted a breach of the duty of ordinary care owed by Defendants Dunhill, Dunhill Apartments, and Virgin to Plaintiff Jane Doe 4. Defendants Dunhill, Dunhill Apartments, and Virgin knew or should have known about potentially dangerous situations that could occur given Defendant Hutchinson's past behavior.

142. Further, Defendants Dunhill, Dunhill Apartments, and Virgin were negligent, among other ways, in:

- a. Failing to properly hire, train, and supervise their employees, agents, representatives, workers, managers, staff, associates, and/or independent contractors;
- b. Failing to implement and/or maintain the most basic of security measures;
- c. Creating a false and misleading sense of security for persons on its premises such as by making claims about their commitment to safety;
- d. Failing to have an adequate number of employees monitoring video surveillance;

- e. Failing to appropriately train the employees, agents, representatives, workers, managers, staff, associates, and/or independent contractors to monitor such cameras and timely report perceived criminal activity or respond when a person requests or needs assistance;
- f. Failing to have adequate security policies and protocols; and
- g. Failing to train employees, agents, representatives, workers, managers, staff, associates, and/or independent contractors in basic security measures, including but not limited to the danger posed by Defendant Hutchinson.

143. Defendants Dunhill's, Dunhill Apartments', and Virgin's failure to exercise ordinary care created an unreasonable risk of harm that was foreseeable as to invitees on the premises.

144. Each of Defendants Dunhill's and Virgin's acts or omissions, taken singularly or in combination, was a proximate cause of Plaintiff Jane Doe 4's serious injuries and damages.

D. NEGLIGENCE AS TO LICENSEE AGAINST DEFENDANTS DUNHILL, DUNHILL APARTMENTS, AND VIRGIN (PREMISES LIABILITY)

145. Plaintiff Jane Doe 4 incorporates each of the foregoing paragraphs as if they were fully set forth herein.

146. Pleading in the alternative, Plaintiff Jane Doe 4 was a licensee on Defendants' premises because she was brought to the hotel by Hutchinson, Defendant Dunhill's principal and Defendant Virgin's business associate, and to the Dunhill Apartments, in which Hutchinson has an ownership interest.

147. As described previously, the known activity of Defendant Hutchinson on and around the premises of Defendants Dunhill, Dunhill Apartments, and Virgin posed an unreasonable and foreseeable risk of harm to licensees like Jane Doe 4.

148. Defendants Dunhill, Dunhill Apartments, and Virgin breached their duty of ordinary care by not making the condition reasonably safe.

149. Defendants Dunhill's, Dunhill Apartments', and Virgin's failure to exercise ordinary care created an unreasonable risk of harm that was foreseeable as to licensees on the premises.

150. As alleged above, each of Defendants Dunhill's, Dunhill Apartments', and Virgin's acts or omissions, taken singularly or in combination was a proximate cause of Plaintiff Jane Doe 4's injuries and damages.

151. As a result of the acts of negligence complained herein, Plaintiff Jane Doe 4 has sustained damages in a sum within the minimal jurisdictional limits of this Court. However, Plaintiff Jane Doe 4 reserves the right to amend and plead for such other and different amounts of damages as the treatment and condition of Plaintiff Jane Doe 4 shall from time to time indicate before the trial of this cause of action.

E. RESPONDEAT SUPERIOR

152. Plaintiff Jane Doe 4 realleges and incorporates by reference the allegations contained in the previous paragraphs.

153. Defendants Dunhill and Virgin employed and/or held out their associates at the front desk and throughout the hotel to be Defendants Dunhill and Virgin's agents and/or representatives. Therefore, Defendants Dunhill and Virgin are liable for the negligence of its employees, during the course and scope of their employment with Defendants Dunhill and Virgin. Specifically, Defendants Dunhill's and Virgin's employees, acting within the course and scope of their employment had a general duty to exercise reasonable care in performing their work. Such employees, however, failed to exercise reasonable care. As a result, Defendants Dunhill and Virgin are liable for Plaintiff Jane Doe 4's injuries and damages.

F. NEGLIGENT FAILURE TO PROTECT

154. Plaintiff Jane Doe 4 realleges and incorporates by reference the allegations contained in the previous paragraphs.

155. Given Defendants Dunhill's, Dunhill Apartments', and Virgin's knowledge of Defendant Hutchinson's behavior, it is reasonably foreseeable that sexual assaults could occur if Defendants Dunhill, Dunhill Apartments, and Virgin failed to take proper procedures.

156. Defendants Dunhill, Dunhill Apartments, and Virgin had a duty to protect Plaintiff Jane Doe 4 and others in Plaintiff Jane Doe 4's situation against the risk of injury by Defendant Hutchinson.

157. Defendants Dunhill, Dunhill Apartments, and Virgin knew of and/or had acknowledged their duties of responsibility for the safety of its guests, including their invitees and licensees.

158. Defendants Dunhill, Dunhill Apartments, and Virgin breached this duty by failing to protect Plaintiff Jane Doe 4 from the acts of Defendant Hutchinson. As a result, Jane Doe 4 suffered serious injuries and damages.

G. NEGLIGENT FAILURE TO TRAIN OR EDUCATE

159. Plaintiff Jane Doe 4 realleges and incorporates by reference the allegations contained in the previous paragraphs.

160. Defendants Dunhill, Dunhill Apartments, and Virgin breached their duty to take reasonable protective measures to protect Plaintiff Jane Doe 4 from sexual assault by Defendant Hutchinson by failing to properly train or educate Defendants Dunhill's, Defendant Dunhill Apartments', and Virgin's employees, agents, representatives, workers, managers, associates,

and/or independent contractors on how to avoid such a risk. As a result, Jane Doe 4 suffered serious injuries and damages.

VII. **PUNITIVE DAMAGES**

113. Plaintiffs Jane Doe 1, Jane Doe 3, and Jane Doe 4 incorporate each of the foregoing paragraphs as if they were fully set forth herein.

114. Defendants' acts or omissions, which when viewed objectively from the standpoint of the Defendants at the time of their occurrence, involved an extreme degree of risk considering the probability and magnitude of the potential harm to others, such as Plaintiffs. Additionally, Defendants Dunhill, Dunhill Apartments, and Virgin had actual, subjective awareness of the risk Defendant Hutchinson posed, but nevertheless proceeded with conscious indifference to the rights, safety, and/or welfare of Plaintiffs or people in Plaintiffs' respective situations.

115. Defendant Hutchinson's conduct toward each Plaintiff constitutes a reckless disregard for the rights of Plaintiffs and/or was the result of conscious indifference to the rights, welfare, and safety of Plaintiffs.

116. Defendants Dunhill, Dunhill Apartments, and Virgin had subjective awareness of Defendant Hutchinson's behavior. Defendants had subjective awareness that sexual assaults could occur if Defendants Dunhill, Dunhill Apartments, and Virgin failed to take proper procedures. In failing to implement or take proper procedures to address the risk of sexual assaults, Defendants acted with conscious indifference to the rights, safety, and/or welfare of Plaintiff Jane Doe 1, Plaintiff Jane Doe 3, and Plaintiff Jane Doe 4. Defendants' conduct resulted in harm to Plaintiffs Jane Doe 1, Jane Doe 3, and Jane Doe 4.

117. Accordingly, Plaintiff Jane Doe 1's, Plaintiff Jane Doe 3's, and Plaintiff Jane Doe 4's respective injuries resulted from Defendants' gross negligence and/or malice, which entitles

each respective Plaintiff to exemplary damages under Texas Civil Practice & Remedies Code Section 41.003(a).

VIII.
DAMAGES SOUGHT BY PLAINTIFF JANE DOE 1

118. As a result of the above acts and/or omissions of Defendants, Plaintiff Jane Doe 1 sustained serious injuries and damages. Plaintiff Jane Doe 1 brings this action for the following damages:

- a. Past and future physical pain and suffering of Plaintiff Jane Doe 1, and that which she will, in all probability, suffer in the future;
- b. Past mental anguish of Plaintiff Jane Doe 1, and that which she will, in all probability, suffer in the future;
- c. The medical expenses that Plaintiff Jane Doe 1 has incurred in the past and will, in all probability, continue to incur in the future;
- d. Courts costs;
- e. Past and future lost wages and loss of earning capacity;
- f. Exemplary damages; and
- g. Any and all other damages, both general and special, at law and in equity, to which Plaintiff Jane Doe 1 may be justly entitled.

IX.
DAMAGES SOUGHT BY PLAINTIFF JANE DOE 3

119. As a result of the above acts and/or omissions of Defendants, Plaintiff Jane Doe 3 sustained serious injuries and damages. Plaintiff Jane Doe 3 brings this action for the following damages:

- a. Past and future physical pain and suffering of Plaintiff Jane Doe 3, and that which she will in all probability, suffer in the future;
- b. Past mental anguish of Plaintiff Jane Doe 3, and that which she will, in all probability, suffer in the future;

- c. The medical expenses that Plaintiff Jane Doe 3 has incurred in the past and will, in all probability, continue to incur in the future;
- d. Courts costs;
- e. Past and future lost wages and loss of earning capacity;
- f. Exemplary damages;
- g. Any and all other damages, both general and special, at law and in equity, to which Plaintiff Jane Doe 3 may be justly entitled.

X.

DAMAGES SOUGHT BY PLAINTIFF JANE DOE 4

120. As a result of the above acts and/or omissions of Defendants, Plaintiff Jane Doe 4 sustained serious injuries and damages. Plaintiff Jane Doe 4 brings this action for the following damages:

- a. Past and future physical pain and suffering of Plaintiff Jane Doe 4, and that which she will in all probability, suffer in the future;
- b. Past mental anguish of Plaintiff Jane Doe 4, and that which she will, in all probability, suffer in the future;
- c. The medical expenses that Plaintiff Jane Doe 4 has incurred in the past and will, in all probability, continue to incur in the future;
- d. Courts costs;
- e. Past and future lost wages and loss of earning capacity;
- f. Exemplary damages;
- g. Any and all other damages, both general and special, at law and in equity, to which Plaintiff Jane Doe 4 may be justly entitled.

XI.

JURY DEMAND

121. Plaintiffs respectfully demand a jury trial.

XII.
PRESERVATION OF EVIDENCE

122. Defendants have previously received notice to preserve evidence. Plaintiffs again hereby request and demand that Defendants preserve and maintain all evidence pertaining to any claim or defense related to the incident made the basis of this lawsuit, or the damages resulting therefrom, including photographs; videotapes; audiotapes; recordings; business or medical records; bills; invoices; checks; correspondence; memoranda; files; facsimiles; email; voice mail; text messages and any electronic image, data, or information related to Plaintiffs, the referenced incidents, or any damages resulting therefrom. Failure to maintain such items will constitute spoliation of the evidence

XIII.
NOTICE OF INTENT TO USE DOCUMENTS

123. Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, Plaintiffs give notice that they each may use documents produced by all parties in response to written discovery at any pretrial proceeding in this case as well as at trial.

XIV.
PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that Defendants be cited in terms of law to appear and answer herein; that, upon final trial and hearing hereof, that Plaintiffs each recover damages from Defendants in accordance with the evidence; that Plaintiffs each recover interest to which they each are justly entitled under the law, both prejudgment and post judgment; that Plaintiffs each recover actual damages, costs of court, and such other and further relief, both general and special, both at law and in equity, to which they each may be justly entitled.

Respectfully submitted,

THE SIMPSON TUEGEL LAW FIRM, PLLC

/s/Michelle S. Tuegel

MICHELLE SIMPSON TUEGEL

State Bar No. 24075187

3301 Elm St.

Dallas, Texas 75226

(214) 774-9121 (Phone)

(214) 614-9218 (Fax)

michelle@stfirm.com

paralegal@stfirm.com

Andrew Tuegel

Of Counsel

THE SIMPSON TUEGEL LAW FIRM, PLLC

3301 Elm St.

Dallas, Texas 75226

Tel: 214-774-9121

Fax: 214-939-9229

Andrew@stfirm.com

ZENDEH DEL & ASSOCIATES, PLLC

JONATHAN ZENDEH DEL

State Bar No. 24075331

1813 61st Street

Suite 101

Galveston, TX 77551

(409) 740-1111 (Phone)

(409) 515-5007 (Fax)

Jonathan@GalvestonJustice.com

ATTORNEY FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was served electronically through the electronic-filing manager and/or via email pursuant to the Texas Rules of Civil Procedure on May 11, 2022 to all counsel of record as follows:

Levi G. McCathern, II
lmccathern@mccathernlaw.com
Brett Chisum
bchisum@mccathernlaw.com
Salvador J. Robles
srobles@mccathernlaw.com
McCathern, PLLC

ATTORNEYS FOR DEFENDANTS WILLIAM HUTCHINSON
and DUNHILL PARTNERS, INC.

Stephen Carter
SCarter@thompsoncoe.com
Thompson Coe

ATTORNEYS FOR DEFENDANT DUNHILL PARTNERS, INC.

Kimberly A. Wilson Trykoski
Kimberly.Wilson@wilsonelser.com
Taylor O. Reed
Taylor.Reed@wilsonelser.com
WILSON, ELSER, MOSKOWITZ, EDELMAN& DICKER, LLP

ATTORNEYS FOR DEFENDANT VIRGIN HOTELS DALLAS, LLC

Jana H. Taylor
jtaylor@sheehyware.com
Sheehy Ware & Pappas, P.C.

ATTORNEY FOR DEFENDANT 1900 HI LINE DUNHILL, LLC

/s/ Michelle S. Tuegel

MICHELLE SIMPSON TUEGEL

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Michelle Tuegel on behalf of Michelle Tuegel
Bar No. 24075187
michelle@stfirm.com
Envelope ID: 64381782
Status as of 5/11/2022 8:55 AM CST

Associated Case Party: JANE DOE

Name	BarNumber	Email	TimestampSubmitted	Status
Michelle Simpson Tuegel		michelle@stfirm.com	5/11/2022 8:07:23 AM	SENT
Faith Moultrie		paralegal@stfirm.com	5/11/2022 8:07:23 AM	SENT
Jonathan Zende Del		Jonathan@zendehdel.com	5/11/2022 8:07:23 AM	SENT

Associated Case Party: WILLIAM (BILL) HUTCHINSON

Name	BarNumber	Email	TimestampSubmitted	Status
McCathern Receptionist		receptionist@mccathernlaw.com	5/11/2022 8:07:23 AM	SENT
Brett Chisum		bchisum@mccathernlaw.com	5/11/2022 8:07:23 AM	SENT
Levi McCathern		lmccathern@mccathernlaw.com	5/11/2022 8:07:23 AM	SENT
Jodi Taylor		jtaylor@mccathernlaw.com	5/11/2022 8:07:23 AM	SENT
Monica Rivas		mrivas@mccathernlaw.com	5/11/2022 8:07:23 AM	SENT
Kristin Hecker		khecker@mccathernlaw.com	5/11/2022 8:07:23 AM	SENT
Kayla Damron		kayladamron@mccathernlaw.com	5/11/2022 8:07:23 AM	SENT
Elizabeth Criswell		ecriswell@mccathernlaw.com	5/11/2022 8:07:23 AM	SENT
Salvador Robles		srobles@mccathernlaw.com	5/11/2022 8:07:23 AM	SENT

Associated Case Party: JANE DOE 3

Name	BarNumber	Email	TimestampSubmitted	Status
Stephanie Gilbert		paralegal@stfirm.com	5/11/2022 8:07:23 AM	SENT
Michelle Tuegel		michelle@stfirm.com	5/11/2022 8:07:23 AM	SENT

Associated Case Party: DUNHILL PARTNERS, INC

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Michelle Tuegel on behalf of Michelle Tuegel
Bar No. 24075187
michelle@stfirm.com
Envelope ID: 64381782
Status as of 5/11/2022 8:55 AM CST

Associated Case Party: DUNHILL PARTNERS, INC

Name	BarNumber	Email	TimestampSubmitted	Status
Stephen Carter		scarter@thompsoncoe.com	5/11/2022 8:07:23 AM	SENT
Jana H.Taylor		jtaylor@sheehyware.com	5/11/2022 8:07:23 AM	SENT
Cassandra Osterhoudt		costerhoudt@sheehyware.com	5/11/2022 8:07:23 AM	SENT
David McFarland		dmcfarland@thompsoncoe.com	5/11/2022 8:07:23 AM	SENT
Levi McCathern		lmccathern@mccathernlaw.com	5/11/2022 8:07:23 AM	SENT

Associated Case Party: VIRGIN HOTELS DALLAS, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Cynthia Terrell		Cynthia.Terrell@wilsonelser.com	5/11/2022 8:07:23 AM	SENT
Kimberly Wilson		kimberly.wilson@wilsonelser.com	5/11/2022 8:07:23 AM	SENT
Lynn Walters		lynn.walters@wilsonelser.com	5/11/2022 8:07:23 AM	SENT
Levi McCathern		lmccathern@mccathernlaw.com	5/11/2022 8:07:23 AM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
LaShea Jones		ljones@sheehyware.com	5/11/2022 8:07:23 AM	SENT

Associated Case Party: 1900 HI LINE DUNHILL LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Jana Taylor		jtaylor@sheehyware.com	5/11/2022 8:07:23 AM	SENT