

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

LATOYIA JONES

Case No.:

Plaintiff,

vs.

DOUBLETREE HOTELS LLC
and
DHCS ASSOCIATES LLC dba
DOUBLETREE BY HILTON HOTEL
COLORADO SPRINGS
and
G.F. MANAGEMENT, LLC

Defendants. /

COMPLAINT

The Plaintiff, LATOYIA JONES, by and through the undersigned counsel sues the Defendants, DOUBLETREE HOTELS LLC (hereinafter "DOUBLETREE"), DHCS ASSOCIATES LLC dba DOUBLETREE BY HILTON HOTEL COLORADO SPRINGS (hereinafter "DHCS"), and G.F. MANAGEMENT, LLC (hereinafter "G.F."), and states as follows:

1. These causes of action arise from a sexual assault and battery on 6/01/2018 at the DoubleTree Hotel located in Colorado Springs, El Paso County, Colorado while Plaintiff, LATOYIA JONES, was in the course and scope of her employment as a flight attendant with Frontier Holdings, LLC, a Florida Profit Corporation.

2. As a result of the injuries sustained by Plaintiff, there exists a worker's compensation claim, OJCC Case #: 19-009016NPP, in Orange County, Florida, for which Plaintiff is still currently treating.

Parties

3. At all times material hereto, Plaintiff, LATOYIA JONES, was a resident of Pasco County, Florida.

4. At all times material hereto, the Defendant, DOUBLETREE, a foreign limited liability company registered in the State of Florida and incorporated in the State of Virginia, operates numerous hotel franchises in the hospitality industry, including in Florida and Colorado.

5. At all times material hereto, the Defendant, DHCS, a foreign limited liability company registered in the State of Colorado and incorporated in the State of Delaware, was operating the subject hotel franchise under the DOUBLETREE logo and insignia.

6. At all times material hereto, the Defendant, G.F., a foreign limited liability company registered in the State of Florida and incorporated in the State of Pennsylvania, operates as a hotel management company for numerous franchisees in the state of Florida and the subject DHCS location in Colorado. On or about 1/15/2020, Defendant, G.F., announced a company re-brand, including a name change to “GF Hotels & Resorts”.

Jurisdiction of Venue

7. The Court has jurisdiction over this action pursuant to 28 U.S.C. §1332(a) and 28 U.S.C. §1367 as indicated herein and inasmuch as this is an action for damages which exceeds \$75,000, exclusive of interest and costs.

8. Venue is proper in this district pursuant to 28 U.S.C. §1391(b)(2) as indicated herein.

General Allegations

9. At all times material hereto, Plaintiff was employed by Frontier Holdings, LLC, a Florida profit corporation, which operates in the airline industry.

10. At all times material hereto, Defendant, DOUBLETREE, owned and/or operated and/or leased and/or managed the property located at 1775 E. Cheyenne Mountain Blvd., Colorado Springs, CO on 6/1/2018.

11. At all times material hereto, Defendant, DHCS, owned and/or operated and/or leased and/or managed the property located at 1775 E. Cheyenne Mountain Blvd., Colorado Springs, CO on 6/1/2018.

12. At all times material hereto, Defendant, G.F., owned and/or operated and/or leased and/or managed the property located at 1775 E. Cheyenne Mountain Blvd., Colorado Springs, CO on 6/1/2018.

13. At all times material hereto, Defendant, DOUBLETREE, owned and/or operated and/or leased and/or managed the DoubleTree Colorado Springs hotel located at 1775 E. Cheyenne Mountain Blvd., Colorado Springs, CO on 6/1/2018.

14. At all times material hereto, Defendant, DHCS, owned and/or operated and/or leased and/or managed the DoubleTree Colorado Springs hotel located at 1775 E. Cheyenne Mountain Blvd., Colorado Springs, CO on 6/1/2018.

15. At all times material hereto, Defendant, G.F., owned and/or operated and/or leased and/or managed the DoubleTree Colorado Springs hotel located at 1775 E. Cheyenne Mountain Blvd., Colorado Springs, CO on 6/1/2018.

16. Plaintiff, LATOYIA JONES, while a resident of Pasco County, Florida, was seeking employment in August of 2015.

17. While in Pasco County, Florida, Plaintiff, LATOYIA JONES, researched online and viewed a potential flight attendant position with Frontier Airlines, at a new Frontier Hub based

in Orlando, Orange County, Florida, Plaintiff drove from Pasco County to Orange County for a “cattle-call” of applicants on 8/29/15.

18. On 8/29/15, while at a hotel in Orlando, Orange County, Florida, Plaintiff underwent the interview process.

19. On 8/29/15, while in Orange County, Florida, Plaintiff was hired and had the required blood and drug testing conducted on the spot.

20. Subsequently, Plaintiff received correspondence between her and Frontier Airlines, indicating the information she needed to learn and the itinerary for her training.

21. On or about 10/5/2015, Plaintiff underwent rigorous training and testing for her flight attendant position, including the use of a password and directions how to access, compare, and accept “bid packages” pairing her employer’s airline routes with specific hotels.

22. Upon successful completion of the training, Plaintiff was officially hired on or about 10/23/15 with her home base/hub to be located in Orlando, Orange County, Florida.

23. At all times material hereto, the Plaintiff was employed and/or performing her duties as a flight attendant for Frontier Airlines when this incident occurred.

24. That Defendant, DHCS, entered into a franchise agreement and/or management agreement and/or similar arrangements for usage of the DOUBLETREE logo, signage, facades, etc., for the hotel located at 1775 E. Cheyenne Mountain Blvd., Colorado Springs, CO prior to 6/1/2018.

25. That Defendant, G.F., entered into a franchise and/or management agreement and/or similar arrangements for usage of the DOUBLETREE logo, signage, facades, etc. for the hotel located at 1775 E. Cheyenne Mountain Blvd., Colorado Springs, CO prior to 6/1/2018.

26. At all times material hereto, Plaintiff's employer, Frontier Airlines, had contracted with hotels including the subject DHCS location under the guise of Defendants, DOUBLETREE, DHCS, and/or G.F., to provide safe, secure, guaranteed accommodations to its flight attendants during scheduled layovers.

27. At all times material hereto, Plaintiff would "bid" on her flight/hotel/layover packages via an online portal "flica.net" using her user ID and password.

28. Said "bid" packages revealed such items as flight departure/arrival times, departure/arrival airports, and hotel accommodations for overnight stays. The details of the bid package cannot be changed or modified by the flight attendant.

29. On or about May 2018, while in her residence in Pasco County, Florida, Plaintiff "bid" on a selected package which involved a flight from Orlando to Colorado Springs. Exhibit A.

30. Plaintiff selected the bid package while in Florida as a Florida resident and said package included an overnight stay at Defendant, DOUBLETREE, DHCS and/or G.F. property/hotel located at 1775 E. Cheyenne Mountain Blvd., Colorado Springs, CO.

31. On 6/1/2018, Plaintiff, LATOYIA JONES, was an employee of Frontier Airlines and was provided said hotel room at the DOUBLETREE, DHCS, and/or G.F. facility as part of her overnight layover.

32. On 6/1/2018, upon arrival at the hotel, Plaintiff, LATOYIA JONES, noted the logo throughout the hotel identical to that of the national chain of DOUBLETREE hotel logos, and felt secure in her thoughts, justifiably relying on feeling safe in an international hotel chain. Exhibit B.

33. Plaintiff, LATOYIA JONES, was situated in her hotel room when the toilet commode had failed to operate causing her to contact the front desk of the hotel.

34. A hotel maintenance employee, Eliazar Wusstig Mendoza, born in Guam, and unbeknownst to Plaintiff, had previously seen Plaintiff enter the hotel with her coworkers and made gestures/comments to Lety, also a hotel employee, about the attractive physical appearance of Plaintiff.

35. At all times material hereto, Eliazar Wusstig Mendoza, was acting, holding himself out as and/or performing his duty as an employee of Defendant, DOUBLETREE.

36. At all times material hereto, Eliazar Wusstig Mendoza, was acting, holding himself out as and/or performing his duty as an employee of Defendant, DHCS.

37. At all times material hereto, Eliazar Wusstig Mendoza, was acting, holding himself out as and/or performing his duty as an employee of Defendant, G.F.

38. Eliazar Wusstig Mendoza, was in the course and scope of his employment with DOUBLETREE, DHCS, and/or G.F., when the call for maintenance came through to his co-worker, Aaron, for attention needed in room 530.

39. That on 6/1/2018 on or about 5:00pm, Eliazar Wusstig Mendoza swiftly advised his co-worker that he would take the call to maintenance and arrived to room 530, which was occupied solely by Plaintiff, LATOYIA JONES.

40. That on 6/1/2018, Eliazar Wusstig Mendoza, while wearing his Doubletree uniform and name tag, showed Plaintiff his employee credentials to access the room.

41. That upon access to the room, Eliazar Wusstig Mendoza closed the door behind him.

42. That on 6/1/2018, Eliazar Wusstig Mendoza entered into the bathroom and made the repair. Immediately after the repair was complete, Eliazar Wusstig Mendoza made sudden, unwelcomed sexual advances to LATOYIA JONES.

43. On 6/1/2018 on or about 5:00pm, LATOYIA JONES resisted said advances.
44. On 6/1/2018 on or about 5:00pm, Eliazar Wusstig Mendoza confined LATOYIA JONES on the bed in the hotel room against her will.
45. On 6/1/2018 on or about 5:00pm, LATOYIA JONES was aware she was being confined against her will and harmed by it.
46. On 6/1/2018 on or about 5:00pm, Eliazar Wusstig Mendoza proceeded to kiss on the neck and breast of LATOYIA JONES against her will.
47. On 6/1/2018 on or about 5:00pm, Eliazar Wusstig Mendoza proceeded to inappropriately touch the breasts, buttocks, and vaginal area of LATOYIA JONES against her will.
48. On 6/1/2018 on or about 5:00pm, Eliazar Wusstig Mendoza proceeded to commit a “sexual battery” as defined in Fla. Stat. §794.011(2018), on LATOYIA JONES against her will, and digitally penetrated her vagina and/or attempted penetration with his penis but ejaculated on her leg before his penis could enter her vagina.
49. On 6/1/2018 immediately following the event, Plaintiff, LATOYIA JONES, contacted the front desk to notify them of the assault for which the Colorado Springs Police Department was contacted to complete an investigation.
50. Detectives arrived and spoke with employees/managers of DOUBLETREE, DHCS and/or G.F., and subsequently arrested Eliazar Wusstig Mendoza on charges of Unlawful Sexual Assault with Force. Exhibit C.
51. Eliazar Wusstig Mendoza committed a sexual assault, battery, false imprisonment, and sexual battery on LATOYIA JONES on 6/1/2018.

52. That on or about 5/3/2019, Eliazar Wusstig Mendoza pled guilty and was convicted of Unlawful Sexual Assault in the Fourth Judicial District of El Paso County, Colorado, Case No.: D0212018CR00330.

53. Eliazar Wusstig Mendoza used his position as an employee of DOUBLETREE and/or DHCS and/or G.F. to prey upon LATOYIA JONES.

54. Eliazar Wusstig Mendoza used the fact he was working to gain access to the hotel room and prey upon LATOYIA JONES.

55. At all times material hereto, DOUBLETREE, DHCS, and/or G.F., provided assurances to their guest, Plaintiff LATOYIA JONES, she was staying in a safe environment.

56. At all times material hereto, DOUBLETREE, DHCS, and/or G.F., provided assurances to their guest, Plaintiff, LATOYIA JONES, an extensive background check was conducted on all employees to ensure not only the employee was whom he/she said he/she was, but also that the employee was fit for employment.

57. At all times material hereto, DOUBLETREE, DHCS and/or G.F., knew or should have known Eliazar Wusstig Mendoza would prey upon LATOYIA JONES when left alone in the hotel room with her.

58. At no time did DOUBLETREE, DHCS, and/or G.F., warn, intercede, stop, or take any action whatsoever regarding the assault, battery, false imprisonment and/or sexual battery of LATOYIA JONES.

59. At all times material hereto, DOUBLETREE, DHCS, and/or G.F., knew or should have known of the fact interaction would occur between Eliazar Wusstig Mendoza and LATOYIA JONES, including but not limited to, interaction between the two of them in Plaintiff's hotel room.

60. At all times material hereto, DOUBLETREE, DHCS, and/or G.F., knew or should have known of Eliazar Wusstig Mendoza's, prior incidents occurring at other hotels.

61. At all times material hereto, DOUBLETREE, DHCS, and/or G.F., knew or should have known of Eliazar Wusstig Mendoza was taking psychiatric medications for PTSD and a traumatic brain injury.

62. At all times material hereto, DOUBLETREE, DHCS, and/or G.F., knew or should have known of Eliazar Wusstig Mendoza, having a prior Nazi tattoo on his finger.

63. DOUBLETREE, DHCS, and/or G.F., have a duty to appropriately investigate its potential employees prior to hire, during the hiring process, and after hiring.

64. DOUBLETREE, DHCS, and/or G.F., knew a proper investigation would have revealed the fact Eliazar Wusstig Mendoza was potentially unsuitable for employment.

65. Plaintiff, LATOYIA JONES, was not aware of the risk having the hotel employee Eliazar Wusstig Mendoza arrive to her room for repairs, as the danger was not apparent.

66. DOUBLETREE, DHCS, and/or G.F., negligently and/or deliberately misrepresented the danger of having Eliazar Wusstig Mendoza engage in a private room with Plaintiff, LATOYIA JONES, thereby preventing her from exercising informed judgment about whether or not to allow him to enter the room.

67. Defendants, DOUBLETREE, DHCS, and/or G.F., pursuant to the doctrine of Respondeat Superior, are vicariously liable for the negligent and/or willful acts of its employees, including Eliazar Wusstig Mendoza, committed in the course and scope of employment.

68. Defendants, DOUBLETREE, DHCS, and/or G.F., independent of the doctrine of respondeat superior, as employers of Eliazar Wusstig Mendoza, are liable for the willful tort of its employee as they knew or should have known that Eliazar Wusstig Mendoza was a threat to others.

69. At all times material hereto, Defendants DOUBLETREE, DHCS, and/or G.F., have a non-delegable duty to maintain its premises in a reasonable safe condition.

70. At all times material hereto, Defendants, DOUBLETREE, DHCS, and/or G.F., were aware of an injury to LATOYIA JONES.

71. At all times material hereto, Plaintiff, LATOYIA JONES, has continued to receive worker's compensation in Florida, pursuant to the Florida Worker's Compensation Act, Florida Statutes, Chapter 440 (2018).

72. At all times material hereto, all parties had knowledge Plaintiff, LATOYIA JONES, was and continues to be a resident of Florida.

73. At all times material hereto, the relationship between Plaintiff, LATOYIA JONES, and all Defendants is based in the State of Florida.

74. At all times material hereto, Plaintiff, LATOYIA JONES, as a resident and employee in the State of Florida, has justified expectations she has protections based upon Florida Law.

75. Plaintiff, LATOYIA JONES, continues to receive treatment under the State of Florida Worker's Compensation System.

76. Based upon the facts and circumstances as alleged in this Complaint, any and all claims, controversies, and causes of actions arising out of or relating to said facts and circumstances whether sounding in contract, tort, or statute, are sought to be governed by the substantive and procedural laws of Florida, without regard to principles of conflict of laws.

CLAIMS AGAINST DOUBLETREE

Count 1

Claim of Latoyia Jones against Doubletree Via Actual Agency

77. Plaintiff, LATOYIA JONES, reiterates and realleges paragraphs 1 through 76 herein and further alleges:

78. At all times material hereto, Defendant, DOUBLETREE, has directly or apparently participated in a substantial way in directing or managing acts of the hotel franchisee by:

- a. Requiring the means and methods of how to conduct daily business including sharing profits, standardized training methods for employees, building and maintaining the facility in a manner specified by Doubletree, regular inspection of the facility and regular inspection of the facility and operation by Doubletree; and fixing prices.
- b. providing required guidelines for hiring / training / supervising / firing personnel;
- c. providing required guidelines for uniforms / use of logos / trademarks;
- d. requiring approval of advertising;
- e. providing required guidelines for advertising;
- f. providing required guidelines for hotel operations;
- g. providing required general operating procedures;
- h. providing required manual and/or manuals for almost all facets of business;
- i. providing required guidelines for security;
- j. providing required guidelines for equipment purchasing;
- k. providing required guidelines for building/structural components, including but not limited to the building and/or location of bathrooms;
- l. providing required insurance guidelines and/or protocols;
- m. providing required guidelines for designs and color schemes for hotel buildings, sign, and equipment layouts;
- n. providing required guidelines and specifications for certain hotel products;
- o. providing required guidelines for methods of inventory and operation control;
- p. providing required guidelines for bookkeeping and accounting;
- q. providing required compliance with manuals covering business practices and policies;

- r. requiring compliance with Doubletree's prescribed standards of hotel operations;
- s. requiring the right to inspect the hotel at all reasonable times to ensure that Franchisee's operation thereof is in compliance with the standards and policies of the entire DoubleTree/Hilton hotel chain;
- t. require the operation of the hotel in a safe, clean, wholesome manner.;
- u. require amenities to make the stay comfortable and safe.

79. Defendant, DOUBLETREE, acknowledged DHCS, G.F., Eliazar Wusstig Mendoza, and other employees were acting on behalf of DOUBLETREE in safely running a hotel during Eliazar Wusstig Mendoza's tenure based upon the usage of its logos, insignia, and various other motifs recognizable by a patron.

80. DHCS, G.F., Eliazar Wusstig Mendoza and other employees accepted the undertaking of acting on Defendant DOUBLETREE's behalf in safely running the hotel during Eliazar Wusstig Mendoza's tenure.

81. Defendant, DOUBLETREE, had control over the actions of DHCS, G.F, Eliazar Wusstig Mendoza, and other employees in safely running a hotel during Eliazar Wusstig Mendoza's tenure.

82. Based upon the actual agency, Defendant, DOUBLETREE, is vicariously liable for the negligent and/or intentional acts of its agents, DHCS, G.F., Eliazar Wusstig Mendoza, and other employees during Eliazar Wusstig Mendoza's tenure.

83. As a result of the negligent and/or intentional acts of DHCS, G.F., Eliazar Wusstig Mendoza, and other employees for which DOUBLETREE is responsible, Plaintiff, LATOYIA JONES, suffered injury and damages including but not limited to bodily injury and mental injury and resulting pain and suffering, disability, disfigurement, emotional distress, mental anguish, loss

of the capacity for enjoyment of life, loss of earnings, loss of ability to earn money, expenses of hospitalization, medical and nursing care, aggravation or activation of existing condition, and additional economic and mental damages. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

84. The Plaintiff, LATOYIA JONES, will suffer or incur the injuries, expenses and impairment in the future.

WHEREFORE, Plaintiff, LATOYIA JONES demands judgment for damages, costs, prejudgment interest for that portion of the damages that have been previously liquidated, and any other relief this Court deems appropriate against Defendant, DOUBLETREE.

Count 2

Claim of Latoyia Jones against Doubletree Via Apparent Agency

85. Plaintiff, LATOYIA JONES, reiterates and realleges paragraphs 1 through 76 herein and further alleges:

86. At all times material hereto, Defendant, DOUBLETREE, has directly or apparently participated in a substantial way in directing or managing acts of the franchisee by:

- a. Requiring the means and methods of how to conduct daily business including sharing profits, standardized training methods for employees, building and maintaining the facility in a manner specified by Doubletree, regular inspection of the facility and regular inspection of the facility and operation by Doubletree; and fixing prices
- b. providing required guidelines for hiring / training / supervising / firing personnel;
- c. providing required guidelines for uniforms / use of logos / trademarks;
- d. requiring approval of advertising;
- e. providing required guidelines for advertising;
- f. providing required guidelines for hotel operations;

- g. providing required general operating procedures;
- h. providing required manual and/or manuals for almost all facets of business;
- i. providing required guidelines for security;
- j. providing required guidelines for equipment purchasing;
- k. providing required guidelines for building/structural components, including but not limited to the building and/or location of bathrooms;
- l. providing required insurance guidelines and/or protocols;
- m. providing required guidelines for designs and color schemes for hotel buildings, sign, and equipment layouts;
- n. providing required guidelines and specifications for certain hotel products;
- o. providing required guidelines for methods of inventory and operation control;
- p. providing required guidelines for bookkeeping and accounting;
- q. providing required compliance with manuals covering business practices and policies;
- r. requiring compliance with Doubletree's prescribed standards of hotel operations;
- s. requiring the right to inspect the hotel at all reasonable times to ensure that Franchisee's operation thereof is in compliance with the standards and policies of the entire DoubleTree/Hilton hotel chain;
- t. require the operation of the hotel in a safe, clean, wholesome manner;
- u. require amenities to make the stay comfortable and safe.

87. Defendant, DOUBLETREE, represented to its patrons, guests, and employees it was safely running a hotel during Eliazar Wusstig Mendoza's tenure.

88. Plaintiff, LATOYIA JONES, relied on said representations when she stayed at said hotel.

89. Plaintiff, LATOYIA JONES, relied on said representations she would be safe in allowing for Eliazar Wusstig Mendoza to enter her room while she was alone.

90. Plaintiff opted to allow Eliazar Wusstig Mendoza to enter her room based upon her reliance on the representations of Defendant, DOUBLETREE, it was a safely run hotel.

91. Based upon the apparent agency Defendant, DOUBLETREE, is vicariously liable for the negligent and/or intentional acts of its agents, DHCS, G.F., Eliazar Wusstig Mendoza, and other employees, during Eliazar Wusstig Mendoza's tenure.

92. As a result of the negligent and/or intentional acts of DHCS, G.F., Eliazar Wusstig Mendoza, and other employees, for which Defendant, DOUBLETREE, is responsible, Plaintiff, LATOYIA JONES, suffered injury and damages including but not limited to bodily injury and mental injury and resulting pain and suffering, disability, disfigurement, emotional distress, mental anguish, loss of the capacity for enjoyment of life, loss of earnings, loss of ability to earn money, expenses of hospitalization, medical and nursing care, aggravation or activation of existing condition, and additional economic and mental damages. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

93. The Plaintiff, LATOYIA JONES, will suffer or incur the injuries, expenses and impairment in the future.

WHEREFORE, Plaintiff, LATOYIA JONES demands judgment for damages, costs, prejudgment interest for that portion of the damages that have been previously liquidated, and any other relief this Court deems appropriate against Defendant, DOUBLETREE.

Count 3

Claim of Vicarious Liability Via Respondeat Superior Theory Against Doubletree

94. Plaintiff, LATOYIA JONES, reiterates and realleges paragraphs 1 through 76 and further alleges:

95. That at the time of the incident, Defendant, DOUBLETREE, employed Eliazar Wusstig Mendoza and other employees.

96. That at the time of the incident, Eliazar Wusstig Mendoza and other employees were acting in the course and scope of their employment for Defendant, DOUBLETREE.

97. That on 6/1/2018, Eliazar Wusstig Mendoza, while wearing his Doubletree uniform and name tag, showed Plaintiff his employee credentials to access the room.

98. That based upon the employee-employer relationship existing between Eliazar Wusstig Mendoza, other employees, and Defendant DOUBLETREE, the Defendant DOUBLETREE, is vicariously liable for the acts of its employee/agent, Eliazar Wusstig Mendoza, as well as other employees, committed in the course and scope of his employment.

99. At all times material hereto, Defendant, DOUBLETREE, has a duty to exercise reasonable care to control Eliazar Wusstig Mendoza when acting outside the scope of his employment as to prevent him from intentionally harming others or from so conducting himself as to create an unreasonable risk of bodily harm to others.

100. At all times material hereto, Eliazar Wusstig Mendoza was upon the premises in possession of Defendant, DOUBLETREE, or Eliazar Wusstig Mendoza was about to enter Plaintiff's room as Defendant, DOUBLETREE's, employee.

101. At all times material hereto, Eliazar Wusstig Mendoza, while in Plaintiff's room, was using tools of Defendant, DOUBLETREE.

102. At all times material hereto, Defendant, DOUBLETREE, knew or should have known it had the ability to control Eliazar Wusstig Mendoza.

103. At all times material hereto, Defendant, DOUBLETREE, knew or should have known of the necessity and opportunity for exercising such control.

104. As a direct and proximate cause of the actions and/or inactions of Eliazar Wusstig Mendoza, and other employees, for which Defendant DOUBLETREE is responsible, Plaintiff,

LATOYIA JONES, suffered injury and damages including but not limited to bodily injury and mental injury and resulting pain and suffering, disability, disfigurement, emotional distress, mental anguish, loss of the capacity for enjoyment of life, loss of earnings, loss of ability to earn money, expenses of hospitalization, medical and nursing care, aggravation or activation of existing condition, and additional economic and mental damages. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

105. The Plaintiff, LATOYIA JONES, will suffer or incur the injuries, expenses and impairment in the future.

WHEREFORE, Plaintiff, LATOYIA JONES demands judgment for damages, costs, prejudgment interest for that portion of the damages that have been previously liquidated, and any other relief this Court deems appropriate against Defendant, DOUBLETREE.

Count 4

Claim of Latoyia Jones Against Doubletree for Negligence

106. Plaintiff, LATOYIA JONES, reiterates and realleges paragraphs 1 through 76 herein and further alleges:

107. At all times material hereto, Defendant, DOUBLETREE, has directly or apparently participated in a substantial way in directing or managing acts of the franchisee by:

- a. providing required guidelines for hiring / training / supervising / firing personnel;
- b. providing required guidelines for uniforms / use of logos / trademarks;
- c. requiring approval of advertising;
- d. providing required guidelines for advertising;
- e. providing required guidelines for hotel operations;
- f. providing required general operating procedures;
- g. providing required manual and/or manuals for almost all facets of business;

- h. providing required guidelines for security;
- i. providing required guidelines for equipment purchasing;
- j. providing required guidelines for building/structural components, including but not limited to the building and/or location of bathrooms;
- k. providing required insurance guidelines and/or protocols;
- l. providing required guidelines for designs and color schemes for hotel buildings, sign, and equipment layouts;
- m. providing required guidelines and specifications for certain hotel products;
- n. providing required guidelines for methods of inventory and operation control;
- o. providing required guidelines for bookkeeping and accounting;
- p. providing required compliance with manuals covering business practices and policies;
- q. requiring compliance with Doubletree's prescribed standards of hotel operations;
- r. requiring the right to inspect the hotel at all reasonable times to ensure that Franchisee's operation thereof is in compliance with the standards and policies of the entire DoubleTree/Hilton hotel chain;
- s. require the operation of the hotel in a safe, clean, wholesome manner;
- t. require amenities to make the stay comfortable and safe.

108. At all times material hereto, Defendant, DOUBLETREE has implemented security policies and/or employment policies for the protection of employees and third parties in the hiring/retention/supervision/termination of employees.

109. At all times material hereto, Defendant, DOUBLETREE, exacts control over the franchisee, in that its security policies and employment policies must be implemented and enforced.

110. At all times material hereto, Defendant, DOUBLETREE, voluntarily assumed a duty to provide security to LATOYIA JONES and protect her from harm.

111. At all times material hereto, Defendant, DOUBLETREE, had a legal duty to hire a person who was reasonably fit to provide maintenance.

112. At all times material hereto, Defendant, DOUBLETREE, has a duty to keep the premises it secures in a reasonable safe condition and to protect invitees on the premises it secures from harm due to reasonable foreseeable risks of injury.

113. At all times material hereto, Defendant, DOUBLETREE, has a duty to protect invitees/patrons/guests on the premises it secures from foreseeable criminal conduct by an employee.

114. At all times material hereto, Defendant, DOUBLETREE, knew or should have known of a dangerous condition on the premises it secures likely to cause harm to invitees.

115. Defendant, DOUBLETREE, was on actual and/or constructive notice of a dangerous condition on the premises it secures likely to cause harm to invitees.

116. On 6/1/2018 the Defendant, DOUBLETREE, owed the Plaintiff, LATOYIA JONES, a business visitor upon the premises, the duty to exercise reasonable care for the safety of Plaintiff, LATOYIA JONES.

117. On 6/1/2018, the Defendant, DOUBLETREE, owed a non-delegable duty to the Plaintiff, LATOYIA JONES, a business visitor upon the premises, to maintain said premises in a reasonably safe condition and to warn Plaintiff of any dangers or hazards which existed.

118. On 6/1/2018, the Defendant, DOUBLETREE, had a non-delegable duty to ensure that any area of the premises was kept in a reasonable safe condition.

119. On 6/1/2018, the Defendant, DOUBLETREE, breached its non-delegable duty to the Plaintiff.

120. On 6/1/2018, the dangerous veracity of Eliazar Wusstig Mendoza was known to the Defendant, DOUBLETREE, or had existed for a sufficient length of time in that the Defendant, DOUBLETREE, should have known of it.

121. Defendant, DOUBLETREE, breached its duties by among other things:

- a. negligently hiring, retaining, and/or supervising Eliazar Wusstig Mendoza;
- b. failing to conduct a reasonable and/or any background check which would have revealed prior incidents involving Eliazar Wusstig Mendoza and such potential danger demonstrating an unfitness to perform the duties in this incident;
- c. failing to contact any references of prior employment or military records which would have revealed incidents and a pattern of behavior demonstrating an unfitness to perform his duties in this incident;
- d. failing to warn Plaintiff, LATOYIA JONES, it had not conducted an adequate background check on its employee Eliazar Wusstig Mendoza;
- e. failing to properly train its employees in the proper hiring procedures;
- f. creating a foreseeable and unreasonable risk of harm;
- g. exposing Plaintiff, LATOYIA JONES, to a foreseeable and unreasonable risk of harm;
- h. failing to implement or provide reasonable measures in order to protect invitees/patrons/guests, such as simply requiring a door stop and/or requiring the door to remain open when performing maintenance in a guest room or have two maintenance workers respond to a request for service;
- i. failing to adequately supervise Eliazar Wusstig Mendoza which would have prevented this incident;
- j. Failing to adequately train Eliazar Wusstig Mendoza in proper procedures for certain repairs, including prohibiting Eliazar Wusstig Mendoza from closing the door behind him when entering rooms for repairs;
- k. Failing to act upon suspicions of improper conduct of Eliazar Wusstig Mendoza;
- l. Failing to warn of the foreseeable and unreasonable risk of harm by the conditions at the hotel and of Eliazar Wusstig Mendoza for which Defendant, DOUBLETREE, was aware or should have been aware and for which Plaintiff, LATOYIA JONES, was not aware or even in exercising reasonable care, would not have been aware;
- m. Negligently exposed Plaintiff, LATOYIA JONES, to a foreseeable and unreasonable risk of harm;
- n. Negligently exposed a foreseeable and unreasonable risk of harm;
- o. Failing to implement procedures to protect the identity of room locations of flight crew;
- p. Failing to implement or provide reasonable measures in order to protect flight crew, including single females, such as simply requiring a door stop and/or requiring the door to remain open when performing maintenance in a guest room or have two maintenance workers respond to a request for service.
- q. failing to protect LATOYIA JONES.

122. As a result of the negligence of Defendant, DOUBLETREE, Plaintiff, LATOYIA JONES, suffered injury and damages including but not limited to bodily injury and mental injury and resulting pain and suffering, disability, disfigurement, emotional distress, mental anguish, loss of the capacity for enjoyment of life, loss of earnings, loss of ability to earn money, expenses of hospitalization, medical and nursing care, aggravation or activation of existing condition, and additional economic and mental damages. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

123. The Plaintiff, LATOYIA JONES, will suffer or incur the injuries, expenses and impairment in the future.

WHEREFORE, Plaintiff, LATOYIA JONES demands judgment for damages, costs, prejudgment interest for that portion of the damages that have been previously liquidated, and any other relief this Court deems appropriate against Defendant, DOUBLETREE.

Count 5

Claim of Latoyia Jones against Doubletree for Active Negligence

124. Plaintiff, LATOYIA JONES, reiterates and realleges paragraphs 1 through 76 herein and further alleges:

125. At all times material hereto, Defendant, DOUBLETREE has implemented security policies and/or employment policies for the protection of employees and third parties in the hiring/retention/supervision/termination of employees.

126. At all times material hereto, Defendant, DOUBLETREE, voluntarily assumed a duty to provide security to LATOYIA JONES and protect her from harm.

127. At all times material hereto, Defendant, DOUBLETREE, had a legal duty to hire a person who was reasonably fit to provide maintenance.

128. At all times material hereto, Defendant, DOUBLETREE, has a duty to keep the premises it secures in a reasonable safe condition and to protect invitees on the premises it secures from harm due to reasonable foreseeable risks of injury.

129. At all times material hereto, Defendant, DOUBLETREE, has a duty to protect invitees/patrons/guests on the premises it secures from foreseeable criminal conduct by an employee.

130. At all times material hereto, Defendant, DOUBLETREE, knew or should have known of a dangerous condition on the premises it secures likely to cause harm to invitees.

131. Defendant, DOUBLETREE, was on actual and/or constructive notice of a dangerous condition on the premises it secures likely to cause harm to invitees.

132. On 6/1/2018 the Defendant, DOUBLETREE, owed the Plaintiff, LATOYIA JONES, a business visitor upon the premises, the duty to exercise reasonable care for the safety of Plaintiff, LATOYIA JONES.

133. On 6/1/2018, the Defendant, DOUBLETREE, owed a non-delegable duty to the Plaintiff, LATOYIA JONES, a business visitor upon the premises, to maintain said premises in a reasonably safe condition and to warn Plaintiff of any dangers or hazards which existed.

134. On 6/1/2018, the Defendant, DOUBLETREE, had a non-delegable duty to ensure that any area of the premises was kept in a reasonable safe condition.

135. On 6/1/2018, the Defendant, DOUBLETREE, breached its non-delegable duty to the Plaintiff.

136. On 6/1/2018, the dangerous veracity of Eliazar Wusstig Mendoza was known to the Defendant, DOUBLETREE, or had existed for a sufficient length of time in that the Defendant, DOUBLETREE, should have known of it.

137. Defendant, DOUBLETREE, breached its duties by among other things:
- a. negligently hiring, retaining, and/or supervising Eliazar Wusstig Mendoza;
 - b. failing to conduct a reasonable and/or any background check which would have revealed prior incidents involving Eliazar Wusstig Mendoza and such potential danger demonstrating an unfitness to perform the duties in this incident;
 - c. failing to contact any references of prior employment or military records which would have revealed incidents and a pattern of behavior demonstrating an unfitness to perform his duties in this incident;
 - d. failing to warn Plaintiff, LATOYIA JONES, it had not conducted an adequate background check on its employee Eliazar Wusstig Mendoza;
 - e. failing to properly train its employees in the proper hiring procedures;
 - f. creating a foreseeable and unreasonable risk of harm;
 - g. exposing Plaintiff, LATOYIA JONES, to a foreseeable and unreasonable risk of harm;
 - h. failing to implement or provide reasonable measures in order to protect invitees/patrons/guests, such as simply requiring a door stop and/or requiring the door to remain open when performing maintenance in a guest room or have two maintenance workers respond to a request for service;
 - i. failing to adequately supervise Eliazar Wusstig Mendoza which would have prevented this incident;
 - j. Failing to adequately train Eliazar Wusstig Mendoza in proper procedures for certain repairs, including prohibiting Eliazar Wusstig Mendoza from closing the door behind him when entering rooms for repairs;
 - k. Failing to act upon suspicions of improper conduct of Eliazar Wusstig Mendoza;
 - l. Failing to warn of the foreseeable and unreasonable risk of harm by the conditions at the hotel and of Eliazar Wusstig Mendoza for which Defendant, DOUBLETREE, was aware or should have been aware and for which Plaintiff, LATOYIA JONES, was not aware or even in exercising reasonable care, would not have been aware;
 - m. Negligently exposed Plaintiff, LATOYIA JONES, to a foreseeable and unreasonable risk of harm;
 - n. Negligently exposed a foreseeable and unreasonable risk of harm;
 - o. Failing to implement procedures to protect the identity of room locations of flight crew;
 - p. Failing to implement or provide reasonable measures in order to protect flight crew, including single females, such as simply requiring a door stop and/or requiring the door to remain open when performing maintenance in a guest room or have two maintenance workers respond to a request for service.
 - q. failing to protect LATOYIA JONES.

138. As a direct and proximate cause of the negligence of the Defendant, DOUBLETREE, as heretofore alleged, Plaintiff, LATOYIA JONES, suffered injury and

damages including but not limited to bodily injury and mental injury and resulting pain and suffering, disability, disfigurement, emotional distress, mental anguish, loss of the capacity for enjoyment of life, loss of earnings, loss of ability to earn money, expenses of hospitalization, medical and nursing care, aggravation or activation of existing condition, and additional economic and mental damages. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

139. The Plaintiff, LATOYIA JONES, will suffer or incur the injuries, expenses and impairment in the future.

WHEREFORE, Plaintiff, LATOYIA JONES, demands judgment for damages costs, prejudgment interest for that portion of the damages that have been previously liquidated and any other relief this Court deems appropriate against the Defendant, DOUBLETREE.

Count 6

Claim of Latoyia Jones Via Breach of Third Party Beneficiary Contract against Doubletree

140. Plaintiff, LATOYIA JONES, reiterates and realleges paragraphs 1 through 76 herein and further alleges:

141. At all times material hereto, Defendant, DOUBLETREE, and Plaintiff's employer, Frontier Holdings, LLC entered into a valid contract.

142. At all times material hereto, Plaintiff, LATOYIA JONES, was not a party to the contract.

143. The parties to the contract intended the contract to primarily and/or directly benefit the Plaintiff, LATOYIA JONES, or a class of parties, these being employees of Frontier Holdings, LLC, of which Plaintiff is a member.

144. At all times material hereto, the contract was breached by Defendant, DOUBLETREE.

145. Plaintiff, LATOYIA JONES, suffered damages as a result of its breach.

146. Plaintiff, LATOYIA JONES, has requested said contract from her employer, Frontier Holdings, LLC, but said request has been denied, requiring a Motion to Compel in the OJCC which is pending and attached as Exhibit D.

147. As a direct and proximate cause of the breach of contract of the Defendant, DOUBLETREE, as heretofore alleged, Plaintiff, LATOYIA JONES, suffered injury and damages including but not limited to bodily injury and mental injury and resulting pain and suffering, disability, disfigurement, emotional distress, mental anguish, loss of the capacity for enjoyment of life, loss of earnings, loss of ability to earn money, expenses of hospitalization, medical and nursing care, aggravation or activation of existing condition, and additional economic and mental damages. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

148. The Plaintiff, LATOYIA JONES, will suffer or incur the injuries, expenses and impairment in the future.

WHEREFORE, Plaintiff, LATOYIA JONES, demands judgment for damages costs, attorney fees, prejudgment interest for that portion of the damages that have been previously liquidated and any other relief this Court deems appropriate against the Defendant, DOUBLETREE.

CLAIMS AGAINST DHCS

Count 7

Claim of Vicarious Liability Via Respondeat Superior Theory Against DHCS

149. Plaintiff, LATOYIA JONES, reiterates and realleges paragraphs 1 through 76 herein and further alleges:

150. That at the time of the incident, Defendant, DHCS, employed Eliazar Wusstig Mendoza, and other employees.

151. That at the time of the incident, Eliazar Wusstig Mendoza and other employees were acting in the course and scope of their employment for Defendant, DHCS.

152. That on 6/1/2018, Eliazar Wusstig Mendoza, while wearing his Doubletree uniform and name tag, showed Plaintiff his employee credentials to access the room.

153. That based upon the employee-employer relationship existing between Eliazar Wusstig Mendoza, other employees, and Defendant DHCS, the Defendant DHCS, is vicariously liable for the acts of its employee/agent, Eliazar Wusstig Mendoza, as well as other employees, committed in the course and scope of his employment.

154. At all times material hereto, Defendant, DHCS, has a duty to exercise reasonable care to control Eliazar Wusstig Mendoza when acting outside the scope of his employment as to prevent him from intentionally harming others or from so conducting himself as to create an unreasonable risk of bodily harm to others.

155. At all times material hereto, Eliazar Wusstig Mendoza was upon the premises in possession of Defendant, DHCS, or Eliazar Wusstig Mendoza was about to enter Plaintiff's room as Defendant, DHCS', employee.

156. At all times material hereto, Eliazar Wusstig Mendoza, while in Plaintiff's room, was using tools of Defendant, DHCS.

157. At all times material hereto, Defendant, DHCS, knew or should have known it had the ability to control Eliazar Wusstig Mendoza.

158. At all times material hereto, Defendant, DHCS, knew or should have known of the necessity and opportunity for exercising such control.

159. As a direct and proximate cause of the actions and/or inactions of Eliazar Wusstig Mendoza, and other employees, for which Defendant DHCS is responsible, Plaintiff, LATOYIA JONES, suffered injury and damages including but not limited to bodily injury and mental injury and resulting pain and suffering, disability, disfigurement, emotional distress, mental anguish, loss of the capacity for enjoyment of life, loss of earnings, loss of ability to earn money, expenses of hospitalization, medical and nursing care, aggravation or activation of existing condition, and additional economic and mental damages. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

160. The Plaintiff, LATOYIA JONES, will suffer or incur the injuries, expenses and impairment in the future.

WHEREFORE, Plaintiff, LATOYIA JONES, demands judgment for damages costs, prejudgment interest for that portion of the damages that have been previously liquidated and any other relief this Court deems appropriate against the Defendant, DHCS.

Count 8

Claims of Latoyia Jones against DHCS for Active Negligence

161. Plaintiff, LATOYIA JONES, reiterates and realleges paragraphs 1 through 76 herein and further alleges:

162. At all times material hereto, Defendant, DHCS has implemented security policies and/or employment policies for the protection of employees and third parties in the hiring/retention/supervision/termination of employees.

163. At all times material hereto, Defendant, DHCS, voluntarily assumed a duty to provide security to LATOYIA JONES and protect her from harm.

164. At all times material hereto, Defendant, DHCS, had a legal duty to hire a person who was reasonably fit to provide maintenance.

165. At all times material hereto, Defendant, DHCS, has a duty to keep the premises it secures in a reasonable safe condition and to protect invitees on the premises it secures from harm due to reasonable foreseeable risks of injury.

166. At all times material hereto, Defendant, DHCS, has a duty to protect invitees/patrons/guests on the premises it secures from foreseeable criminal conduct by an employee.

167. At all times material hereto, Defendant, DHCS knew or should have known of a dangerous condition on the premises it secures likely to cause harm to invitees.

168. Defendant, DHCS, was on actual and/or constructive notice of a dangerous condition on the premises it secures likely to cause harm to invitees.

169. On 6/1/2018 the Defendant, DHCS, owed the Plaintiff, LATOYIA JONES, a business visitor upon the premises, the duty to exercise reasonable care for the safety of Plaintiff, LATOYIA JONES.

170. On 6/1/2018, the Defendant, DHCS, owed a non-delegable duty to the Plaintiff, LATOYIA JONES, a business visitor upon the premises, to maintain said premises in a reasonably safe condition and to warn Plaintiff of any dangers or hazards which existed.

171. On 6/1/2018, the Defendant, DHCS, had a non-delegable duty to ensure that any area of the premises was kept in a reasonable safe condition.

172. On 6/1/2018, the Defendant, DHCS, breached its non-delegable duty to the Plaintiff.

173. On 6/1/2018, the dangerous veracity of Eliazar Wusstig Mendoza was known to the Defendant, DHCS, or had existed for a sufficient length of time in that the Defendant, DHCS, should have known of it.

174. Defendant, DHCS, breached its duties by among other things:

- a. negligently hiring, retaining, and/or supervising Eliazar Wusstig Mendoza;
- b. failing to conduct a reasonable and/or any background check which would have revealed prior incidents involving Eliazar Wusstig Mendoza and such potential danger demonstrating an unfitness to perform the duties in this incident;
- c. failing to contact any references of prior employment or military records which would have revealed incidents and a pattern of behavior demonstrating an unfitness to perform his duties in this incident;
- d. failing to warn Plaintiff, LATOYIA JONES, it had not conducted an adequate background check on its employee Eliazar Wusstig Mendoza;
- e. failing to properly train its employees in the proper hiring procedures;
- f. creating a foreseeable and unreasonable risk of harm;
- g. exposing Plaintiff, LATOYIA JONES, to a foreseeable and unreasonable risk of harm;
- h. failing to implement or provide reasonable measures in order to protect failing to implement or provide reasonable measures in order to protect invitees/patrons/guests, such as simply requiring a door stop and/or requiring the door to remain open when performing maintenance in a guest room or have two maintenance workers respond to a request for service;
- i. failing to adequately supervise Eliazar Wusstig Mendoza which would have prevented this incident;
- j. Failing to adequately train Eliazar Wusstig Mendoza in proper procedures for certain repairs, including prohibiting Eliazar Wusstig Mendoza from closing the door behind him when entering rooms for repairs;
- k. Failing to act upon suspicions of improper conduct of Eliazar Wusstig Mendoza;
- l. Failing to warn of the foreseeable and unreasonable risk of harm by the conditions at the hotel and of Eliazar Wusstig Mendoza for which Defendant, DOUBLETREE, was aware or should have been aware and for which Plaintiff, LATOYIA JONES, was not aware or even in exercising reasonable care, would not have been aware;
- m. Negligently exposed Plaintiff, LATOYIA JONES, to a foreseeable and unreasonable risk of harm;
- n. Negligently exposed a foreseeable and unreasonable risk of harm;
- o. Failing to implement procedures to protect the identity of room locations of flight crew;

- p. Failing to implement or provide reasonable measures in order to protect flight crew, including single females, such as simply requiring a door stop and/or requiring the door to remain open when performing maintenance in a guest room or have two maintenance workers respond to a request for service.
- q. failing to protect LATOYIA JONES.

175. As a result of the negligence of Defendant, DHCS, Plaintiff, LATOYIA JONES, suffered injury and damages including but not limited to bodily injury and mental injury and resulting pain and suffering, disability, disfigurement, emotional distress, mental anguish, loss of the capacity for enjoyment of life, loss of earnings, loss of ability to earn money, expenses of hospitalization, medical and nursing care, aggravation or activation of existing condition, and additional economic and mental damages. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

176. The Plaintiff, LATOYIA JONES, will suffer or incur the injuries, expenses and impairment in the future.

WHEREFORE, Plaintiff, LATOYIA JONES demands judgment for damages, costs, prejudgment interest for that portion of the damages that have been previously liquidated, and any other relief this Court deems appropriate against Defendant, DHCS.

Count 9

Claim of Latoyia Jones Via Breach of Third Party Beneficiary Contract against DHCS

177. Plaintiff, LATOYIA JONES, reiterates and realleges paragraphs 1 through 76 herein and further alleges:

178. At all times material hereto, Defendant, DHCS, and Plaintiff's employer, Frontier Holdings, LLC entered into a valid contract.

179. At all times material hereto, Plaintiff, LATOYIA JONES, was not a party to the contract.

180. The parties to the contract intended the contract to primarily and/or directly benefit the Plaintiff, LATOYIA JONES, or a class of parties, these being employees of Frontier Holdings, LLC, of which Plaintiff is a member.

181. At all times material hereto, the contract was breached by Defendant, DHCS.

182. Plaintiff, LATOYIA JONES, suffered damages as a result of its breach.

183. Plaintiff, LATOYIA JONES, has requested said contract from her employer, Frontier Holdings, LLC, but said request has been denied, requiring a Motion to Compel in the OJCC which is pending and attached as Exhibit D.

184. As a direct and proximate cause of the breach of contract of the Defendant, DHCS, as heretofore alleged, Plaintiff, LATOYIA JONES, suffered injury and damages including but not limited to bodily injury and mental injury and resulting pain and suffering, disability, disfigurement, emotional distress, mental anguish, loss of the capacity for enjoyment of life, loss of earnings, loss of ability to earn money, expenses of hospitalization, medical and nursing care, aggravation or activation of existing condition, and additional economic and mental damages. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE, Plaintiff, LATOYIA JONES, demands judgment for damages costs, attorney fees, prejudgment interest for that portion of the damages that have been previously liquidated and any other relief this Court deems appropriate against the Defendant, DHCS.

CLAIMS AGAINST G.F.

Count 10

Claim of Vicarious Liability Via Respondeat Superior Theory Against G.F.

185. Plaintiff, LATOYIA JONES, reiterates and realleges paragraphs 1 through 76 herein and further alleges:

186. That at the time of the incident, Defendant, G.F., employed Eliazar Wusstig Mendoza, and other employees.

187. That at the time of the incident, Eliazar Wusstig Mendoza and other employees were acting in the course and scope of their employment for Defendant, G.F.

188. That on 6/1/2018, Eliazar Wusstig Mendoza, while wearing his Doubletree uniform and name tag, showed Plaintiff his employee credentials to access the room.

189. That based upon the employee-employer relationship existing between Eliazar Wusstig Mendoza, other employees, and Defendant G.F., the Defendant G.F., is vicariously liable for the acts of its employee/agent, Eliazar Wusstig Mendoza, as well as other employees, committed in the course and scope of his employment.

190. At all times material hereto, Defendant, G.F., has a duty to exercise reasonable care to control Eliazar Wusstig Mendoza when acting outside the scope of his employment as to prevent him from intentionally harming others or from so conducting himself as to create an unreasonable risk of bodily harm to others.

191. At all times material hereto, Eliazar Wusstig Mendoza was upon the premises in possession of Defendant, G.F., or Eliazar Wusstig Mendoza was about to enter Plaintiff's room as Defendant, G.F.'s, employee.

192. At all times material hereto, Eliazar Wusstig Mendoza, while in Plaintiff's room, was using tools of Defendant, G.F.

193. At all times material hereto, Defendant, G.F., knew or should have known it had the ability to control Eliazar Wusstig Mendoza.

194. At all times material hereto, Defendant, G.F., knew or should have known of the necessity and opportunity for exercising such control.

195. As a direct and proximate cause of the actions and/or inactions of Eliazar Wusstig Mendoza, and other employees, for which Defendant G.F. is responsible, Plaintiff, LATOYIA JONES, suffered injury and damages including but not limited to bodily injury and mental injury and resulting pain and suffering, disability, disfigurement, emotional distress, mental anguish, loss of the capacity for enjoyment of life, loss of earnings, loss of ability to earn money, expenses of hospitalization, medical and nursing care, aggravation or activation of existing condition, and additional economic and mental damages. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

196. The Plaintiff, LATOYIA JONES, will suffer or incur the injuries, expenses and impairment in the future.

WHEREFORE, Plaintiff, LATOYIA JONES, demands judgment for damages costs, prejudgment interest for that portion of the damages that have been previously liquidated and any other relief this Court deems appropriate against the Defendant, G.F.

Count 11

Claims of Latoyia Jones against G.F. for Active Negligence

197. Plaintiff, LATOYIA JONES, reiterates and realleges paragraphs 1 through 76 herein and further alleges:

198. At all times material hereto, Defendant, G.F., has implemented security policies and/or employment policies for the protection of employees and third parties in the hiring/retention/supervision/termination of employees.

199. At all times material hereto, Defendant, G.F., voluntarily assumed a duty to provide security to LATOYIA JONES and protect her from harm.

200. At all times material hereto, Defendant, G.F., had a legal duty to hire a person who was reasonably fit to provide maintenance.

201. At all times material hereto, Defendant, G.F., has a duty to keep the premises it secures in a reasonable safe condition and to protect invitees on the premises it secures from harm due to reasonable foreseeable risks of injury.

202. At all times material hereto, Defendant, G.F., has a duty to protect invitees/patrons/guests on the premises it secures from foreseeable criminal conduct by an employee.

203. At all times material hereto, Defendant, G.F., knew or should have known of a dangerous condition on the premises it secures likely to cause harm to invitees.

204. Defendant, G.F., was on actual and/or constructive notice of a dangerous condition on the premises it secures likely to cause harm to invitees.

205. On 6/1/2018 the Defendant, G.F., owed the Plaintiff, LATOYIA JONES, a business visitor upon the premises, the duty to exercise reasonable care for the safety of Plaintiff, LATOYIA JONES.

206. On 6/1/2018, the Defendant, G.F., owed a non-delegable duty to the Plaintiff, LATOYIA JONES, a business visitor upon the premises, to maintain said premises in a reasonably safe condition and to warn Plaintiff of any dangers or hazards which existed.

207. On 6/1/2018, the Defendant, G.F., had a non-delegable duty to ensure that any area of the premises was kept in a reasonable safe condition.

208. On 6/1/2018, the Defendant, G.F., breached its non-delegable duty to the Plaintiff.

209. On 6/1/2018, the dangerous veracity of Eliazar Wusstig Mendoza was known to the Defendant, G.F., or had existed for a sufficient length of time in that the Defendant, G.F., should have known of it.

210. Defendant, G.F., breached its duties by among other things:

- a. negligently hiring, retaining, and/or supervising Eliazar Wusstig Mendoza;
- b. failing to conduct a reasonable and/or any background check which would have revealed prior incidents involving Eliazar Wusstig Mendoza and such potential danger demonstrating an unfitness to perform the duties in this incident;
- c. failing to contact any references of prior employment or military records which would have revealed incidents and a pattern of behavior demonstrating an unfitness to perform his duties in this incident;
- d. failing to warn Plaintiff, LATOYIA JONES, it had not conducted an adequate background check on its employee Eliazar Wusstig Mendoza;
- e. failing to properly train its employees in the proper hiring procedures;
- f. creating a foreseeable and unreasonable risk of harm;
- g. exposing Plaintiff, LATOYIA JONES, to a foreseeable and unreasonable risk of harm;
- h. failing to implement or provide reasonable measures in order to protect invitees/patrons/guests, such as simply requiring a door stop and/or require the door to remain open when performing maintenance in a guest room;
- i. failing to adequately supervise Eliazar Wusstig Mendoza which would have prevented this incident;
- j. Failing to adequately train Eliazar Wusstig Mendoza in proper procedures for certain repairs, including prohibiting Eliazar Wusstig Mendoza from closing the door behind him when entering rooms for repairs;
- k. Failing to act upon suspicions of improper conduct of Eliazar Wusstig Mendoza;
- l. Failing to warn of the foreseeable and unreasonable risk of harm by the conditions at the hotel and of Eliazar Wusstig Mendoza for which Defendant, G.F., was aware or should have been aware and for which Plaintiff, LATOYIA JONES, was not aware or even in exercising reasonable care, would not have been aware;
- m. Negligently exposed Plaintiff, LATOYIA JONES, to a foreseeable and unreasonable risk of harm;
- n. Negligently exposed a foreseeable and unreasonable risk of harm;
- o. failing to protect LATOYIA JONES.

211. As a result of the negligence of Defendant, G.F., Plaintiff, LATOYIA JONES, suffered injury and damages including but not limited to bodily injury and mental injury and resulting pain and suffering, disability, disfigurement, emotional distress, mental anguish, loss of

the capacity for enjoyment of life, loss of earnings, loss of ability to earn money, expenses of hospitalization, medical and nursing care, aggravation or activation of existing condition, and additional economic and mental damages. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

212. The Plaintiff, LATOYIA JONES, will suffer or incur the injuries, expenses and impairment in the future.

WHEREFORE, Plaintiff, LATOYIA JONES demands judgment for damages, costs, prejudgment interest for that portion of the damages that have been previously liquidated, and any other relief this Court deems appropriate against Defendant, G.F.

Count 12

Claim of Latoyia Jones Via Breach of Third Party Beneficiary Contract against G.F.

213. Plaintiff, LATOYIA JONES, reiterates and realleges paragraphs 1 through 76 herein and further alleges:

214. At all times material hereto, Defendant, G.F., and Plaintiff's employer, Frontier Holdings, LLC entered into a valid contract.

215. At all times material hereto, Plaintiff, LATOYIA JONES, was not a party to the contract.

216. The parties to the contract intended the contract to primarily and/or directly benefit the Plaintiff, LATOYIA JONES, or a class of parties, these being employees of Frontier Holdings, LLC, of which Plaintiff is a member.

217. At all times material hereto, the contract was breached by Defendant, G.F.

218. Plaintiff, LATOYIA JONES, suffered damages as a result of its breach.

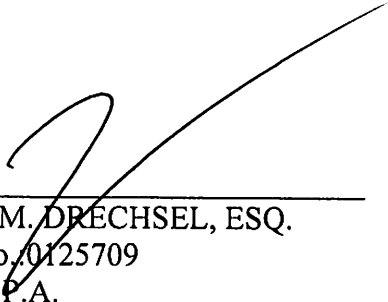
219. Plaintiff, LATOYIA JONES, has requested said contract from her employer, Frontier Holdings, LLC, but said request has been denied, requiring a Motion to Compel in the OJCC which is pending and attached as Exhibit D.

220. As a direct and proximate cause of the breach of contract of the Defendant, G.F., as heretofore alleged, Plaintiff, LATOYIA JONES, suffered injury and damages including but not limited to bodily injury and mental injury and resulting pain and suffering, disability, disfigurement, emotional distress, mental anguish, loss of the capacity for enjoyment of life, loss of earnings, loss of ability to earn money, expenses of hospitalization, medical and nursing care, aggravation or activation of existing condition, and additional economic and mental damages. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

221. The Plaintiff, LATOYIA JONES, will suffer or incur the injuries, expenses and impairment in the future.

WHEREFORE, Plaintiff, LATOYIA JONES, demands judgment for damages costs, prejudgment interest for that portion of the damages that have been previously liquidated and any other relief this Court deems appropriate against the Defendant, G.F.

DATED this 29 day of April, 2020.



JOSHUA M. DRECHSEL, ESQ.
Fla Bar No. 0125709
Josh Firm P.A.
10261 4th Street North
St. Petersburg, FL 33716
(727) 576-6262
(727) 563-0703(fax)
Email: jmd@joshfirm.com
Secondary: jenni@joshfirm.com
Trial Counsel for the Plaintiff

J. David Gallagher, Esq.
Fla Bar No. 347701
J. David Gallagher, LLC
PO Box 24838
Tampa, Fl. 33623
(727) 576-6262
(727) 563-0703(fax)
Trial Counsel for the Plaintiff

FC View

June Schedule

Last Updated Jun 1, 2018 11:02:46 EDT

Today's Date: 6/2/18

BLOCK:	87.44	YTD:	377.45
CREDIT:	93.57	DAYS OFF:	15

DATE	TRIP	LAYOVER	WX
TH31	M4290	ISP	
FR01		COS	87°/52° ●

SA02		ORD	69°/58° ☁
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SU03		MCO	89°/75° ☁
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MO04			88°/72° ☁
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TU05			90°/69° ●
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WE06	M4053	COS	90°/59° ●
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TH07		ORD	84°/69° ☁
------	--	-----	-----------

FR08		MCO	84°/72° ☁
------	--	-----	-----------

SA09			87°/73° ☁
------	--	--	-----------

SU10	M4115	DEN	85°/59° ☁
------	-------	-----	-----------

MO11		TTN	
------	--	-----	--

TU12		MCO	
------	--	-----	--

WE13	RGS		
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TH14			
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FR15	M4137	DEN	
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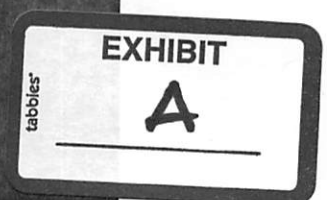
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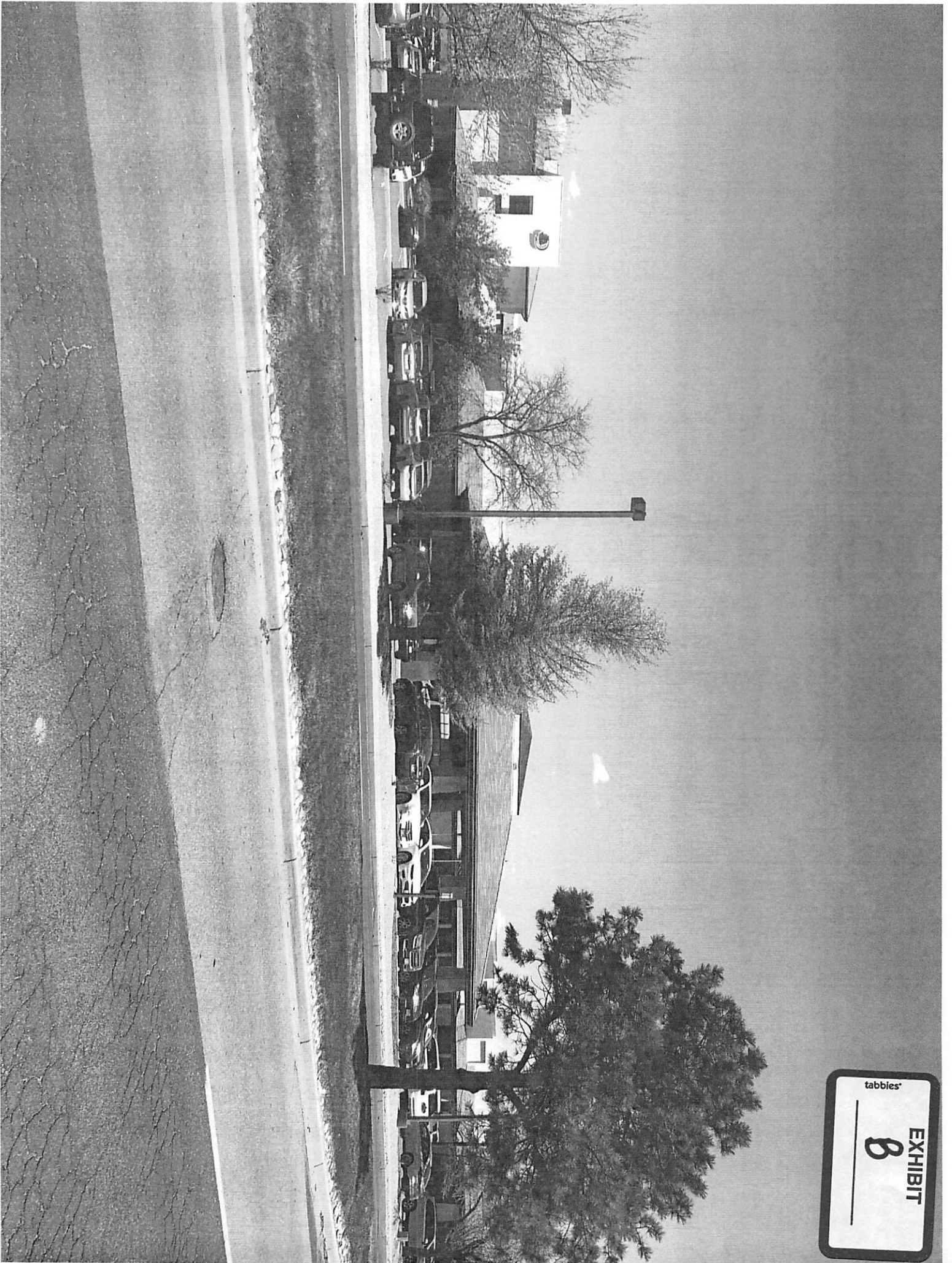
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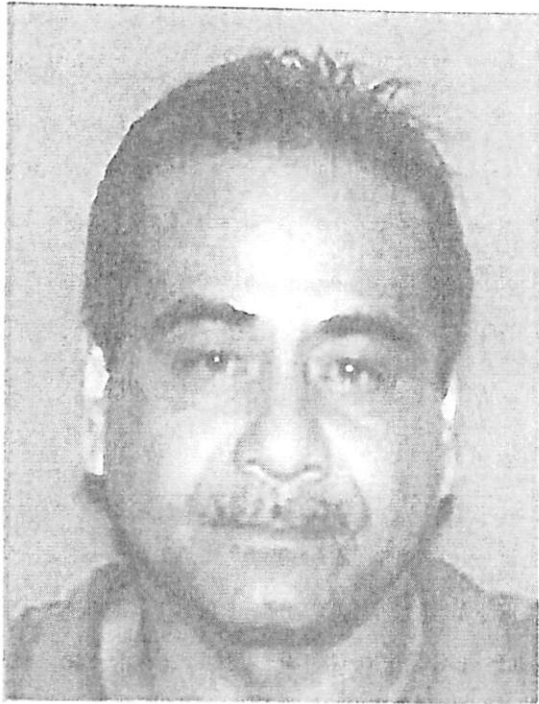




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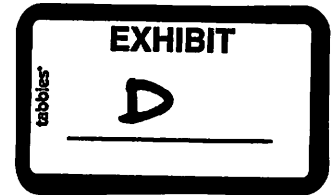
EXHIBIT

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EXHIBIT
C

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS
OFFICE OF THE JUDGE OF COMPENSATION CLAIMS**



EMPLOYEE
Latoyia Jones

CO-COUNSEL FOR EMPLOYEE
Jeffrey E. Appel, Esquire
Appel Law Group, P.A.
Post Office Box 6097
Lakeland, FL 33807-6097
(863) 644-4003

CO-COUNSEL FOR EMPLOYEE
Joshua M. Drechsel, Esquire
Josh Firm, P.A.
10261 4th Street North
St. Petersburg, FL 33716
(727) 576-6262

EMPLOYER
Frontier Airlines Holdings, Inc.
1 Airport Boulevard
Orlando, FL 32827

ATTORNEY FOR EMPLOYER/CARRIER
Lisa B. Fernandes Hicks, Esquire
Fernandes Hicks Law Group
8662 W. Sunrise Boulevard, Suite 305
Plantation, FL 33322-4007
(954) 953-0063

CARRIER
Gallagher Bassett Services
2901 S.W. 149th Avenue, Suite 200
Miramar, FL 33027

OJCC NO.: 19-009016NPP

Date of Accident: 06/01/2018

Judge: Neal P. Pitts

**EMPLOYEE'S MOTION TO COMPEL
EMPLOYER/CARRIER'S RESPONSE TO THIRD REQUEST TO PRODUCE**

The Employee, by and through her undersigned attorney, Jeffrey E. Appel, Esquire pursuant to Rule 60Q-6.114 and Rule 0Q-6.115 of the Rules of Procedure for Workers' Compensation Adjudications, hereby moves to compel the production of documents referenced in the attached Third Request to Produce, (Exhibit "A") and as grounds therefore would state:

1. The Employee was injured during a sexual assault while staying in a hotel, by a hotel employee, while on a layover in the course and scope of her employment as a flight attendant.
2. The accident and injury have been accepted as compensable and benefits have been provided.

3. The Employee is seeking production of the document, specifically, as follows:

Copy of contract amongst and between the Employer, Frontier Airlines, Inc., Frontier Holdings, Inc. and/or its affiliates and subsidiaries, and with Hilton, Doubletree by Hilton, Doubletree Colorado Springs, DHCS Associates, LLC, GF Management, GF Hotels and/or any other affiliations, subsidiaries, franchises and related business entities, in existence and in execution for the incident on June 1, 2018 in which Latoyia Jones was a guest at the Doubletree by Hilton Hotel Colorado Springs when the incident occurred. Redactions of financial terms are acceptable.

4. The Employer/Carrier refused to provide this material and filed an objection (DN 51)..

5. This information is being sought to further the Employee's possible claim for negligence against the company operating the hotel where she was staying while on the layover and is therefore relevant because of the Employer's duty to cooperate with a third party suit, in which it may have a lien. See Section 440.39, which indicates such suits are brought by the employee "for the use and benefit of the employer or insurance carrier as the case may be."

6. Here the lack of cooperation may impact the ability of the injured Employee to successfully prosecute her third party case which would thwart the intent of the legislature as stated in Section 440.015 to provide benefits economically to the Employer.

7. Moreover, the law specifically mandates a duty to cooperate under Section 440.39(7) which states:

7) The employee, employer, and carrier have a duty to cooperate with each other in investigating and prosecuting claims and potential claims against third-party tortfeasors by producing nonprivileged documents and allowing inspection of premises, but only to the extent necessary for such purpose. Such documents and the results of such inspections are confidential and exempt from the provisions of s. 119.07(1), and shall not be used or disclosed for any other purpose.

8. Also, case law supports production of the document(s) sought. See, e.g. Southeast Recycling Corp. v. McClure, 658 So. 2d 670 (Fla. 1st DCA 1995) ("The language of section 440.39(7) is unambiguous and provides for a duty to cooperate in the investigation and prosecution of *potential* claims against third-party tortfeasors. Barbosa v. Liberty Mutual

Insurance, 617 So.2d 1129 (Fla. 3d DCA 1993), quoting Fidelity & Casualty Co. of N.Y. v. Bedingfield, 60 So.2d 489, 495 (Fla.1952)”) (emphasis added).

9. Since there is no pending separate action yet in this matter and because such documents are necessary to determine causes of action in the separate action, the Employee has no other means to secure the information being sought.

10. The Employee and her counsel will keep the requested document(s) confidential and will not disclose them for any other purpose, terms which the Employee concedes may be included in an Order on this Motion to Compel.

11. Counsel for the Employee has made efforts to personally confer with counsel for the Employer/Carrier who has objected or not responded and an agreement cannot be reached, therefore, this motion and an order thereon is necessary.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 25, 2020, a true and correct copy of the foregoing has been furnished by electronic mail to Lisa B. Fernandes Hicks, Esquire, Attorney for the Employer/Carrier at lhicks@fhsslaw.com and jares@fhsslaw.com and Joshua Drechsel, Esquire, Co-counsel for the Employee at jmd@bdlawgroup.com and jenni@bdlawgroup.com.



Jeffrey E. Appel, Esquire
Florida Bar Number: 0994030
Co-counsel for the Employee

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS
OFFICE OF THE JUDGE OF COMPENSATION CLAIMS**

EMPLOYEE
Latoyia Jones

CO-COUNSEL FOR EMPLOYEE
Jeffrey E. Appel, Esquire
Appel Law Group, P.A.
Post Office Box 6097
Lakeland, FL 33807-6097
(863) 644-4003

CO-COUNSEL FOR EMPLOYEE
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Josh Firm, P.A.
10261 4th Street North
St. Petersburg, FL 33716
(727) 576-6262

EMPLOYER
Frontier Airlines Holdings, Inc.
1 Airport Boulevard
Orlando, FL 32827

ATTORNEY FOR EMPLOYER/CARRIER
Lisa B. Fernandes Hicks, Esquire
Fernandes Hicks Law Group
8662 W. Sunrise Boulevard, Suite 305
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CARRIER
Gallagher Bassett Services
2901 S.W. 149th Avenue, Suite 200
Miramar, FL 33027

OJCC NO.: 19-009016NPP

Date of Accident: 06/01/2018

Judge: Neal P. Pitts

EMPLOYEE'S THIRD REQUEST TO PRODUCE

The Employee, by and through her undersigned attorney, Jeffrey E. Appel, Esquire, and hereby requests, pursuant to Rule 60Q-6.114, of the Rules of Procedure for Workers' Compensation Adjudications, that the Employer/Carrier produce the following items for inspection and/or copying at the office of the undersigned within ten (10) days.

NOTE: THE EMPLOYEE REQUESTS THAT THE TIME FRAME TO RESPOND TO THIS REQUEST FOR PRODUCTION BE REDUCED TO TEN (10) DAYS IN ORDER TO DETERMINE THIRD PARTY LIABILITY, EXCLUDING THE EMPLOYER, AND REDUCING WORKERS' COMPENSATION.

DEFINITIONS AND INSTRUCTIONS

“Document” means any written or graphic matter or other means of preserving thought or expression, and all tangible things from which information can be processed or transcribed. The category includes, but is not limited to, correspondence, memoranda, reports and comments, conferences, messages, letters, email, facsimile, bulletins, notices of meetings, chronological data, minutes or notes of meeting and conferences, books, charts, ledgers, affidavits, survey, magazines or newspaper articles, photographs, and all drafts, alterations, or modifications of the foregoing.

Also included as documents are graphics or aural records or representations, tapes, cassettes, discs, and any other information which is stored or processed by means of data processing equipment and which can be retrieved in printed or graphic form. In addition, “document” means notation made on such copies or original and the reasons why such notations were made.

The “documents” called for by this request include all documents in the possession, custody, control of or otherwise accessible to the addressee.

DOCUMENTS TO BE PRODUCED

1. Copy of contract amongst and between the Employer, Frontier Airlines, Inc., Frontier Holdings, Inc. and/or its affiliates and subsidiaries, and with Hilton, Doubletree by Hilton, Doubletree Colorado Springs, DHCS Associates, LLC, GF Management, GF Hotels and/or any other affiliations, subsidiaries, franchises and related business entities, in existence and in execution for the incident on June 1, 2018 in which Latoyia Jones was a guest at the Doubletree by Hilton Hotel Colorado Springs when the incident occurred. Redactions of financial terms are acceptable.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 9, 2020, a true and correct copy of the foregoing has been furnished by electronic mail to Lisa B. Fernandes Hicks, Esquire, Attorney for the Employer/Carrier at lhicks@fhsslaw.com and jares@fhsslaw.com and Joshua Drechsel, Esquire, Co-counsel for the Employee at jmd@bdlawgroup.com and jenni@bdlawgroup.com.



Jeffrey E. Appel, Esquire
Florida Bar Number: 0994030
Attorney for the Employee